# COUNCIL MEETING

**CITY OF ST. PETERSBURG**

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

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

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

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

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

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

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

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

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

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

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

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

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

- Watch live on Channel 15 WOW!/Channel 641 Spectrum/Channel 20 Frontier FiOS
- Watch live online at www.stpete.org/TV
- 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: 986 6634 4319#
- Watch, listen, and participate on your computer, mobile phone, or other device by visiting the following link: https://zoom.us/j/98666344319

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

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

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

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

**A. Meeting Called to Order and Roll Call.**

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

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

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

**Open Forum**

The City Council receives public comment during Open Forum and on agenda items with limited exceptions consistent with Florida law. All issues discussed under Open Forum must be limited to issues related to the City of St. Petersburg government. If you wish to address City Council on subjects other than public hearing or quasi-judicial items listed on the agenda, please sign up with the Clerk. Only City residents, owners of property in the City, owners of businesses in the City or their employees may speak during Open Forum. If you wish to address City Council through the Zoom meeting, you must use the "raise hand" feature button in the Zoom app or enter *9 on your phone at the time the agenda item is addressed. When it is your turn to speak, you will be unmuted and asked to state your name and address. At the conclusion of your comments or when you reach the three-minute time limit, you will be muted. All "raised hands" will be lowered after each agenda item. Regardless of the method of participation used, normal rules apply, including the three-minute time limit on comments, the requirement that any presentation materials must be submitted in advance of the meeting and the rules of decorum. If live public comment is disrupted by violations of the rules of decorum, the chair is authorized to accept public comment by alternate means, including by email only.

**D. Awards and Presentations**

1. Kids & Kubs Trophy Presentation
2. Government Finance Professionals Week Proclamation
3. Transgender Visibility Day Proclamation
4. Women's History Month Proclamation
5. Irish American Month Proclamation
6. Key to the City - Marquez Valdes Scantling
7. Key to the City - Coach Larry Murphy of Gibbs High School

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

Setting April 4, 2024 as the public hearing date for the following proposed Ordinance(s):

1. Ordinance 576-H, an Ordinance amending Chapter 5, Article III, Division 1 related to works of art in the City; expanding where works of art acquired with moneys from the Art in Public Places Fund can be displayed and expanding ownership options for such works of art; and providing an effective date.

**F. Reports**

1. St. Anthony's Hospital/BayCare Council Update

2. A Resolution approving the Standard Grant Agreement between the State of Florida Department of Environmental Protection and the City of St. Petersburg, Florida (City) for the City to receive funding through a cost-reimbursement basis grant in an amount not to exceed $8,870,000 for the City of St. Petersburg Southwest Water Reclamation Facility (SWWRF) Operations and Maintenance Buildings Project; authorizing the Mayor or his designee to execute the Standard Grant Agreement and all other documents necessary to receive this funding; approving a supplemental appropriation in the amount of $8,870,000 from the increase in the unappropriated balance of the Water Resources Capital Projects Fund (4003), resulting from these grant revenues, to the WRF SW Operations & Lab Building Replacement Project (16944); and providing an effective date. (ECID Project No. 21047-111; Oracle No. 16944)

3. A Resolution approving the Standard Grant Agreement between the State of Florida Department of Environmental Protection and the City of St. Petersburg, Florida ("City") for the City to receive funding through a cost-reimbursement basis grant in an amount not to exceed $7,874,334.50 for the St. Petersburg Shore Acres Resiliency Infrastructure Project; authorizing the Mayor or his designee to execute the Standard Grant Agreement and all other documents necessary to receive this funding; approving a supplemental appropriation in the amount of $7,874,334.50 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from these grant revenues, to the Connecticut Ave NE & Vicinity Resiliency SDI Project (19207); and providing an effective date. (ECID Project No. 22033-110; Oracle No. 19207)

4. A Resolution approving the Standard Grant Agreement between the State of Florida Department of Environmental Protection and the City of St. Petersburg, Florida ("City") for the City to receive funding through a cost-reimbursement basis grant in an amount not to exceed $900,000 for the City of St. Petersburg Basin C Resiliency Salt Creek Conveyance Improvements Project; authorizing the Mayor or his designee to execute the Standard Grant Agreement and all other documents necessary to receive this funding; approving a supplemental appropriation in the amount of $550,000 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from these grant revenues, to the MLK Channel Improvements Project (19212); and providing an effective date. (ECID Project No. 24103-130; Oracle No. 19212)

5. A Resolution approving the Standard Grant Agreement between the State of Florida Department of Environmental Protection and the City of St. Petersburg, Florida ("City") for the City to receive funding through a cost-reimbursement basis grant in an amount not to exceed $10,675,000 for the City of St. Petersburg Basin C Resiliency Salt Creek Outfall Pump Station Project; authorizing the Mayor or his designee to execute the Standard Grant Agreement and all other documents necessary to receive this funding; approving a supplemental appropriation in the amount of $10,675,000 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from these grant revenues, to the Bartlett Lake/Salt Creek Pump Station Project (19206); and providing an effective date. (ECID Project No. 24104-130; Oracle No. 19206)

6. A Resolution approving amendments to the South St. Petersburg Community Redevelopment Area (CRA) "Affordable Single-Family Homeownership Program", increasing the maximum award of down payment and closing cost assistance for first-time homebuyers from $60,000 to $75,000; 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 Homeownership Program"; and providing an effective date.

7. A resolution approving an increase in the not to exceed amount of the engagement letter with Faegre Drinker Biddle & Reath LLP from $550,000 to $950,000; approving a transfer in the amount of $400,000 from the balance of the General Fund Contingency (0001) to the Legal Department, Legal Division (030-1009); and providing for an effective date.

## G. New Business

1. Respectfully requesting a referral to the Housing, Land Use and Transportation Committee for a discussion on potential actions to appropriately recognize the historic significance of the Lincoln Cemetery and the Greenwood Cemetery. (Councilmember Driscoll)

2. Respectfully requesting a referral to the Housing, Land Use, and Transportation Committee to discuss potential code changes addressing Condo/Hotel hybrid uses. (Councilmember Hanewicz)

3. Respectfully requesting a referral to HLUT to provide a Residential Land Development Regulation (LDR) update to be scheduled on August 8, 2024, or later. (Councilmember Gabbard - Staff Request)

4. Respectfully requesting a referral to HLUT for an update on the Milestone Inspection to be scheduled on June 13, 2024, or later. (Councilmember Gabbard - Staff Request)

5. Respectfully requesting a referral to the Housing, Land Use, and Transportation Committee, or other relevant committee, for a discussion on the 49th Street Safe Streets Pinellas Study currently underway for the section of 49th Street from 1st Avenue North to 25th Avenue South. (Councilmember Muhammad)

6. Respectfully requesting a revision to the previous New Business Item approved at the November 2, 2023 City Council Meeting to discuss flood mitigation strategies for the coastal high hazard and repetitive loss areas of our city. (Councilmember Gabbard)

## H. Council Committee Reports

1. March 7, 2024 Budget, Finance & Taxation Committee - Action Item

   (a) A resolution authorizing the Mayor or his designee to accept the proposals submitted by Brown & Brown of Florida, Inc. to provide property insurance coverage effective April 1 2024, at a total estimated cost of $9,337,060, which cost includes the broker fee to be paid to Brown & Brown of Florida, Inc.; authorizing the Mayor or his designee to execute all documents necessary to effectuate these transactions; approving a supplemental appropriation in the amount of $94,000 from the unappropriated balance of the Commercial Insurance Fund (5127) to the Human Resources Department, Commercial Insurance Division (090-1925) and providing an effective date.

## I. Legal

1. A resolution approving the settlement of the lawsuit of Allstate Insurance Company a/s/o Harry Powell v. City of St. Petersburg, Case Number 22-004770-CI and providing an effective date.

2. A resolution approving the settlement of the lawsuit of Catherine Fievet v. City of St. Petersburg, Case No. 20-001621-CI, and providing an effective date.

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

### Public Hearings

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

1. Ordinance 1165-V approving a vacation of two (2) street corner easements, generally located at 1000 1st Avenue North; setting forth conditions for the vacation to become effective; and providing for an effective date. (City File No.: DRC 23-33000016)

2. Ordinances amending Chapter 16, Land Development Regulations (LDRs) and amending Chapter 8, Building Code, adopting a local technical amendment, pertaining to Floodplain Management and the Floodplain Management Ordinance (FPM) to remain in compliance with the National Flood Insurance Program (NFIP) and to comply with the NFIPs Community Rating System (CRS).

   (a) Ordinance 574-H of the City of St. Petersburg, Florida amending the Land Development Regulations; amending Section 16.40.050.3.1. to update the person officially designated to perform the duties set forth in the Floodplain Management Ordinance; amending Section 16.40.050.94 to update the definition of market value; amending Section 16.40.050.13.4. to update general elevation requirements for manufactured homes in the Coastal high Hazard Area; providing for applicability; providing for severability; and providing an effective date.

   (b) Ordinance 573-H of the City of St. Petersburg, Florida amending Chapter Eight of the city code; amending Section 8-36(c)(3) to make a local technical amendment to the Florida Building Code (FBC) to rescind previous amendments to the FBC related to floodproofing; providing for applicability; providing for severability; and providing an effective date. (City File: LDR-2024-01)

### First Reading and First Public Hearings

**Setting April 4, 2024 as the second reading and second public hearing date for the following proposed Ordinance(s).**

3. Ordinance 575-H, an Ordinance of the City of St. Petersburg, Florida amending Chapter Twenty-Eight of the City Code related to housing; amending Section 28-1 to update the definitions of new construction and special circumstance; providing for severability; and providing an effective date.

## K. Open Forum

## L. Adjournment

**St. Petersburg**
**Community Redevelopment Agency**
**(CRA) 3/21/2024**

1. City Council Convenes as Community Redevelopment Agency.

2. A Resolution of the St. Petersburg Community Redevelopment Agency recommending that the St. Petersburg City Council approve amendments to the South St. Petersburg Community Redevelopment Area "Affordable Single-Family Homeownership Program" increasing the maximum award of down payment and closing cost assistance for first-time homebuyers from $60,000 to $75,000; and providing an effective date.

3. Adjourn Community Redevelopment Agency.

# CONSENT AGENDA

COUNCIL MEETING CITY OF ST. PETERSBURG

**Consent Agenda A**
**March 21, 2024**

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

**(Procurement)**

1. Approving a Blanket Purchase Agreement with Cemex, Inc for concrete mix materials at an estimated cost of $825,000.

2. Accepting a proposal from Symetra Life Insurance Company for medical stop-loss insurance, for a one-year contract amount of $2,350,000.

3. Approving a three-year blanket purchase agreement with Passport Labs, Inc, for parking enforcement software and equipment for the Transportation and Parking Management Department, for a total contract amount of $500,000; approving a supplemental appropriation in the amount of $500,000 from the unappropriated balance of the Parking Revenue Fund (1021) to the Transportation & Parking Management Department, Parking Enforcement Division (281-1957).

**(City Development)**

**(Community Enrichment)**

**(Public Works)**

**(Appointments)**

**(Miscellaneous)**

# CONSENT AGENDA

COUNCIL MEETING CITY OF ST. PETERSBURG

**Consent Agenda B**
**March 21, 2024**

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

**(Procurement)**

1. Approving the renewal and an increase in allocation of a blanket purchase agreement with Municipal Emergency Services, Inc, for fire protective gear, in the amount of $100,000.

2. Accepting Statements of Qualifications from Associated Space Design, Florida, Inc., Carbon Design & Architecture LLC, C.B. Goldsmith and Associates, Inc., Colliers Project Leaders USA NE, LLC, Fawley Bryant Architects, Inc., Harvard Jolly, Inc., Prescott Engineering LLC, Renker Eich Parks Architects, Inc., Sweet Sparkman Architects, Inc., and Wannemacher Jensen Architects, Inc., for Consulting Services, City Facility Improvement Projects, for the Engineering and Capital Improvements Department.

3. Accepting a quote from OpenGov, Inc. for sourcing, reporting, and permitting software for the Procurement and Supply Management Department, Finance Department, and Economic and Workforce Development Department, for a three-year contract amount of $253,866.45.

4. Accepting statements of qualifications from Applied Sciences Consulting, Inc., Atkins North America, Inc., Geosyntec Consultants, Inc., Pritchett Steinbeck Group, Inc., S&ME, Inc., and Stantec Consulting Services, Inc. for ongoing environmental consulting services, for the Engineering and Capital Improvements Department for a four-year contract.

5. Approving an allocation increase for security cameras, maintenance, and repairs with GSA Security, Inc, for the Department of Technology Services, in the amount of 170,000.

6. Approving an increase in allocation for group Medicare insurance, with Humana Insurance Company, for the Human Resources Department, in the amount of $300,000.

**(City Development)**

7. A resolution permitting St. Pete Aerial Advertising, Inc. (d/b/a Advertising Air Force) (AAF) to sublease a portion of the facility leased to AAF by the city, located in Hangar #3 of the Albert Whitted Airport, to CHF, flight LLC, subject to the conditions for subleases contained in AAFs lease with the city; authorizing the Mayor, or his designee, to execute all documents necessary to effectuate same; and providing an effective date.

8. A resolution approving a supplemental appropriation in the amount of $3,000 from the unappropriated balance of the Art in Public Places Fund (1901) to the City Development Administration Department, Arts, Culture & Tourism Division (100-1777); and providing an effective date.

9. A resolution approving a supplemental appropriation in the amount of $3,046.88 from the unappropriated balance of the Art in Public Places Fund (1901) to the City Development Administration Department, Arts, Culture & Tourism Division (100-1777); and providing an effective date.

10. A resolution approving an amendment to the agreement between the City of St. Petersburg, Florida and Donald Gialanella (Artist to incorporate design changes to the artistic sculpture entitled Oneness to be designed, fabricated and installed by artist at the new Sanitation Headquarters; authorizing the mayor or his designee to execute the amendment and all other documents necessary to effectuate this transaction, and providing an effective date.

11. Resolutions approving issuance of the Ad Valorem Tax Exemption for Historic Properties for the following properties and forwarding to the Pinellas County Board of County Commissioners:

    (a) 458 Joyce Terrace North (Contributing: Round Lake National Register Historic District) (AVT 21-90400002);

    (b) 2135 3rd Avenue North (Contributing: Contributing: Kenwood Section Southeast Kenwood Local Historic District) (AVT 21-90400008);

    (c) 10000 Gandy Boulevard North (Local Historic Landmark: Peninsular Fruit Company Building, Local Historic Landmark) (AVT 21-90400009);

    (d) 336 Lang Court North (Contributing: Langs Bungalow Court Historic District) (AVT 22-90400005)

12. A resolution authorizing the Mayor, or his designee, to execute a License Agreement with the University of South Florida, a public body corporate, for its College of Arts and Sciences, to utilize certain utility poles within City-owned Bartlett Park, located at approximately 2000 7th Street South, St. Petersburg, and Denver Park, located at approximately 1400 Ohio Avenue Northeast, St. Petersburg, for the attachment of weather and air quality sensor devices, for a term of three (3) years at an aggregate rent of $36.00 for the entire term. Requires affirmative vote of at least six (6) members of City Council.

13. A resolution authorizing the Mayor, or his designee, to execute a First Amendment to the Lease and Development Agreement with The Board of Trustees of St. Petersburg College, a political subdivision of the State of Florida, to redefine the premises located at 1300 22nd Street South, St. Petersburg.

14. A resolution authorizing the Mayor, or his designee, to execute a Lease Agreement with Rony and Ellen M. Shubich (Lease), for use of the improved property located at 3100 - 66th Street North, St. Petersburg, for a term of twenty-four (24) months (Term), to provide a temporary location for Fire Station No. 2; and providing that the Lease may continue on a month-to-month basis upon the expiration of the Term.

15. A resolution authorizing the Mayor, or his designee, to execute an Amended and Restated License Agreement between the City of St. Petersburg and the St. Petersburg Innovation District, Inc., a Florida not-for-profit corporation, for a term of five (5) years to operate the St. Petersburg Maritime and Defense Technology Hub within the City-owned property located at 450 - 8th Avenue Southeast, St. Petersburg, at the Port of St. Petersburg, for an annual license fee of $161,930.00 for the entire term. Requires affirmative vote of at least six (6) members of City Council.

16. A resolution authorizing the Mayor, or his designee, to execute a License Agreement with The Deuces Live, Inc., a Florida not-for-profit corporation, for the use of a surplus, unimproved City-owned parcel located at approximately 2180 9th Avenue South, St. Petersburg, as a community garden for a period of thirty-six (36) months for an aggregate fee of $36.00.

17. A resolution approving a one-year agreement between the city of St. Petersburg, Florida (city) and the St. Petersburg Arts Alliance, Inc. (arts alliance) for the arts alliance to provide artistic services to the city in an amount not to exceed $120,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date.

**(Community Enrichment)**

**(Public Works)**

18. Accepting a Guaranteed Maximum Price ("GMP") proposal in the amount of $471,095.29 from Create Building Company LLC, formerly WJ Create ("CMAR") for construction phase services for the Enoch Davis Youth Farm - Facility Improvements Project and associated site work; authorizing the Mayor or his designee to execute the First Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida and CMAR dated June 22, 2023, to incorporate the GMP Proposal into the agreement and modify other necessary provisions; and providing an effective date. (ECID Project No. 21217-019; Oracle Project Nos. 17102,18893,19642 and 20195)

19. A Resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 22-01-AEC/W(A), as revised, to the architect/engineering agreement between the City of St. Petersburg, Florida and AECOM Technical Services, Inc. ("A/E") dated August 5, 2021 for A/E to provide continued project management, construction administration, construction engineering, and construction observation services related to the 22nd Ave. S. Sidewalk Improvements from 49th St. S. to 34th St. S. - Utility Adjustments Project in an amount not to exceed $76,127.92; providing that the total Task Order, as revised and amended, shall not exceed $141,324.06 (ECID Project No. 22076-111; Oracle No. 19013); and providing an effective date.

20. A Resolution authorizing the Mayor or his designee to execute Task Order No. 21-12-JACOBS/W(S) ("Task Order") to the architect/engineering agreement dated October 14, 2021 between the City of St. Petersburg, Florida and Jacobs Engineering Group Inc. ("A/E") for A/E to (i) perform an inflow and infiltration evaluation and basin prioritization and (ii) update and calibrate the city's collection system model for the Inflow and Infiltration Evaluation and Model Calibration Project in an amount not to exceed $395,618.08 (ECID Project No. 24134-130) and providing an effective date.

21. A Resolution authorizing the Mayor or his designee to execute Task Order No. 21-17-JACOBS/W(A) ("Task Order") to the architect/engineering agreement dated October 14, 2021 between the City of St. Petersburg, Florida and Jacobs Engineering Group Inc. ("A/E") for A/E to provide (i) program planning and setup; (ii) program workflow diagram development; (iii) program database framework development; (iv) grants evaluation and support; (v) City-wide Private Lateral Program Execution Plan; and (vi) public outreach for the City-Wide Private Laterals Program Development Project for a project total amount not to exceed $199,704.11 (ECID Project No. 24146-130); and providing an effective date.

22. A resolution superseding resolution no. 2016-51; approving a form site access agreement with the Florida Department of Environmental Protection ("FDEP") for petroleum contamination site assessment, and remediation; authorizing the mayor or his designee to execute site access agreements in substantial compliance with the form site access agreement attached to this resolution, including Exhibit B, subject to approval by the city attorney or the city attorney's designee; authorizing the mayor or his designee to execute all other documents necessary to effectuate this resolution and the terms of any site access agreement entered into with FDEP; and providing an effective date.

**(Appointments)**

**(Miscellaneous)**

23. A resolution approving the First Amendment to the funding agreement between Catholic Charities, Diocese of St. Petersburg, Inc. (Agency), and the City of St. Petersburg, Florida dated October 1, 2023, to increase the funding amount by $80,000 for the period October 1, 2023, through September 30, 2024 for a total funding amount not to exceed $230,000; authorizing the Mayor or his designee to execute the First Amendment; and providing an effective date.

24. A resolution approving the minutes of the City Council meetings held on November 2, November 9, November 27, and November 30, 2023; and providing an effective date.

25. A resolution approving the minutes of the City Council meetings held on December 7, and December 14, 2023; and providing an effective date.

26. Budget, Finance & Taxation Committee Minutes (2/22/2024)

27. Housing, Land Use & Transportation Committee Minutes (2/8/2024)

# MEETING AGENDA

CITY OF ST. PETERSBURG

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

**Budget, Finance & Taxation Committee**
*Thursday, March 28, 2024, 9:45 a.m., Conference Room 100*

**CRA/Agenda Review**
*Thursday, March 28, 2024, 1:30 p.m., Conference Room 100*

**Committee of the Whole**
*Thursday, March 28, 2024, 11:15 a.m., Conference Room 100*

**City Council Meeting**
*Thursday, April 4, 2024, 9:00 a.m., City Council Chambers*

**Economic & Workforce Development Committee**
*Thursday, March 28, 2024, 8:00 a.m., Conference Room 100*

# CITY OF ST. PETERSBURG
# Board and Commission Vacancies

**Nuisance Abatement Board**
2 Regular Members
((Term expires 12/31/24 and 12/31/25))

**Nuisance Abatement Board**
2 Alternate Members
((Term expires 8/31/24 and 12/31/24))

## PROCEDURES TO BE FOLLOWED FOR QUASI-JUDICIAL PROCEEDINGS:

1. **Anyone wishing to speak must fill out a yellow card and present the card to the Clerk. All speakers must be sworn prior to presenting testimony. No cards may be submitted after the close of Public Comment. Each party and speaker is limited to the time limits set forth herein and may not give their time to another speaker or party**. Each party and speaker wishing to present handouts, photographs, presentation slides or any other materials (collectively, "Materials") during a quasi-judicial proceeding must submit such Materials to the City Clerk no later than 24 hours in advance of the applicable public hearing. **Materials submitted after the deadline will not be accepted and may not be used.**

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

3. Reading of the Title of the Ordinance(s), if applicable.

4. Initial Presentation. Each party shall be allowed ten (10) minutes for their initial presentation. The order of initial presentations shall be:

a. Presentation by City Administration.
b. Presentation by the Appellant followed by the Applicant, if different. If Appellant and Applicant are different entities, then each is allowed the allotted time for each part of these procedures.
c. Presentation by Opponent. If anyone wishes to utilize the initial presentation time provided for an Opponent, said person shall register as an Opponent with the City Clerk at least one week prior to the scheduled public hearing or within 48 hours after the City staff report for the public hearing has been published (whichever is later). If more than one person registers to utilize the initial presentation time provided for an Opponent, the registered persons shall attempt to agree on a single representative to participate as the Opponent in the proceeding. If the persons cannot agree on a single representative, then each person (or person's representative) shall share equally the time allotted to the Opponent for each part of these procedures. If there is an Appellant who is not the Applicant or Property Owner, then no Opponent is allowed. If a Property Owner who is not the Appellant or the Applicant opposes the Application and utilizes any part of the time available to the Property Owner to make an initial presentation, the Opponent shall not be permitted to make an initial presentation (but shall be provided an opportunity for cross-examination and rebuttal/closing).
d. If the Property Owner is neither the Appellant nor the Applicant, they shall be allowed the allotted time for each part of these procedures and shall have the opportunity to speak last in each part of these procedures so that they have the opportunity to address what all the interested parties have presented.

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

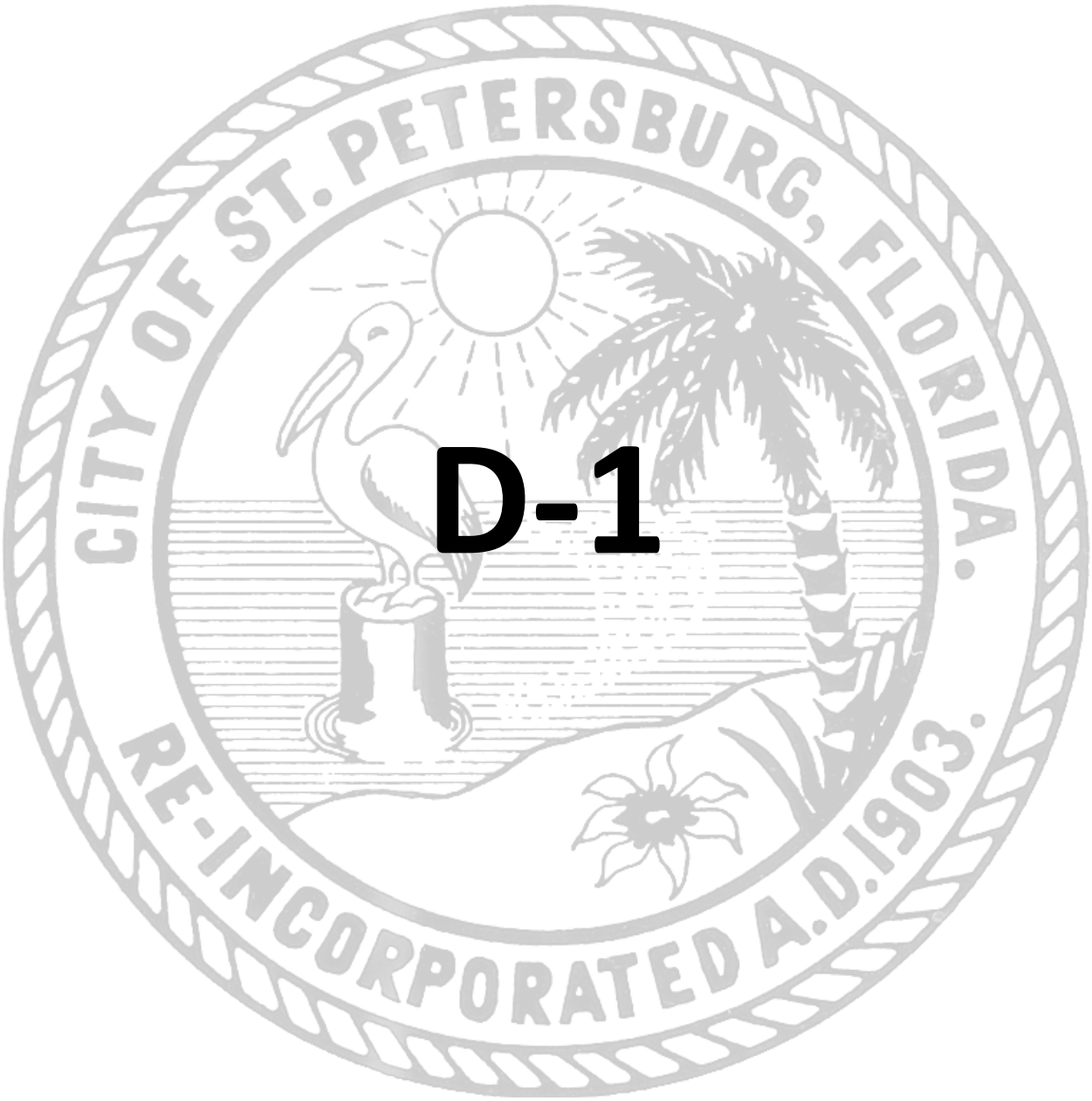
6. Cross Examination. Each party shall be allowed a total of five (5) minutes for cross examination, which includes the time consumed by both questions and answers. Each party who opposes the application may only cross examine any witness who previously testified in support of the application. Each party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

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

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

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

The following page(s) contain the backup material for Agenda Item: Kids & Kubs Trophy Presentation
Please scroll down to view the backup material.




# D-1

# CITY COUNCIL AGENDA PRESENTATION

**DATE:** March 5, 2024

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

**SUBJECT:** Kids & Kubs Trophy Presentation

**PRESENTER:** Richard L. Craft, Recreation and Programming Superintendent

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

Copley Gerdes, City Council Vice Chair
District 1

The following page(s) contain the backup material for Agenda Item: Government Finance Professionals Week Proclamation
Please scroll down to view the backup material.

# D-2

# CITY COUNCIL AGENDA
# Presentation Item

DATE: March 11, 2024

TO: The Honorable Members of City Council

SUBJECT: Proclamation ~ Government Finance Professionals Week

PRESENTER: Mayor Kenneth T. Welch

SCHEDULE FOR COUNCIL ON: March 21, 2024

Mayor Kenneth T. Welch

# Proclamation

## CITY OF ST. PETERSBURG

**WHEREAS,** The Florida Government Finance Officers Association is a professional association founded in 1937 and serves more than 3,300 professionals from state, county and city governments, school districts, colleges and universities, special districts, and private firms; and

**WHEREAS,** The FGFOA is dedicated to being your professional resource by providing opportunities through education, networking, leadership, and information; and

**WHEREAS,** This Government Finance Professionals Week, sponsored by the FGFOA and all its member governmental organizations, is a weeklong series of activities aimed at recognizing government finance professionals and the vital services that they provide to our state and our community; and

**WHEREAS,** During this week, government finance professionals throughout the State of Florida will be acknowledged for their hard work, dedication, and leadership.

**NOW, THEREFORE, I, Kenneth T. Welch**, Mayor of the City of St. Petersburg do hereby proclaim March 18 thru March 22, 2024, as

## *Government Finance Professionals Week*

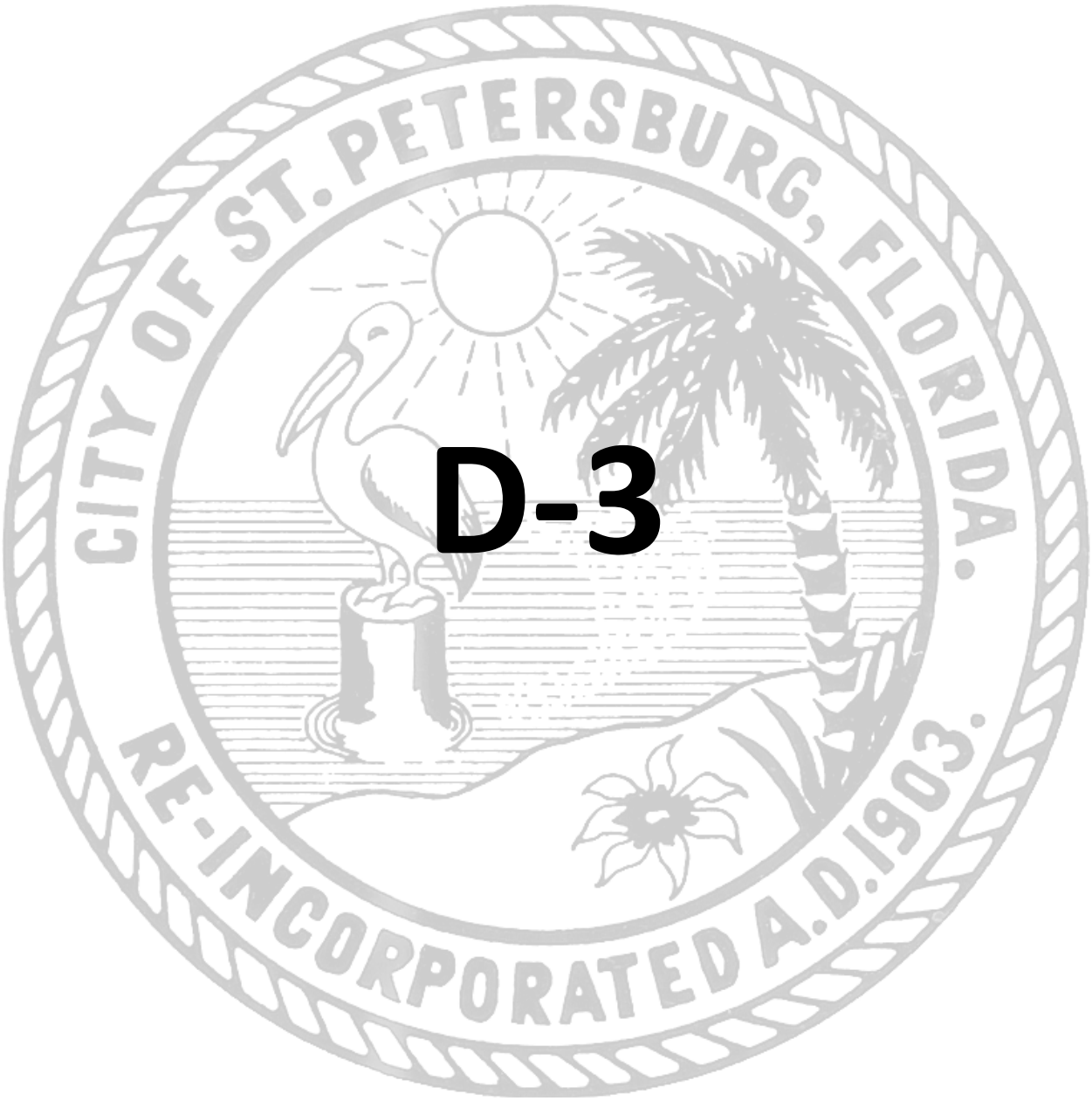
in St. Petersburg and extend our appreciation to all government finance professionals throughout the state and here in the City of St. Petersburg, including our Audit, Budget and Management, and Finance Departments, and other accounting related professionals throughout the City for their hard work, dedication, and leadership.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the official Seal of the City of St. Petersburg, County of Pinellas, and the State of Florida to be affixed this 21st day of March 2024.

Kenneth T. Welch

**Kenneth T. Welch**
**Mayor**

The following page(s) contain the backup material for Agenda Item: Transgender Visibility Day Proclamation
Please scroll down to view the backup material.




# D-3

# CITY COUNCIL AGENDA
# Presentation Item

DATE: March 11, 2024

TO: The Honorable Members of City Council

SUBJECT: Proclamation ~ Transgender Visibility Day

PRESENTER: Mayor Kenneth T. Welch

SCHEDULE FOR COUNCIL ON: March 21, 2024

Mayor Kenneth T. Welch

# Proclamation

## CITY OF ST. PETERSBURG

**WHEREAS**, Transgender Day of Visibility celebrates transgender representation, activism, and equality; and

**WHEREAS**, We come together as a community to promote visibility and fairness to all transgender individuals; and

**WHEREAS**, We acknowledge the resilience of transgender individuals throughout history and how they have contributed to the betterment of society and made our American tapestry even more vibrant; and

**WHEREAS**, We believe everyone should be treated with respect and dignity in society and lawmaking. However, repeated attacks on trans people in Florida have made trans communities feel threatened, disrespected, neglected, and restricted as Florida citizens; and

**WHEREAS**, We honor the bravery of the many transgender individuals who live in this vibrant city that is guided by principled progress and intentional inclusivity, in their authentic gender.

**NOW, THEREFORE, I, Kenneth T. Welch**, Mayor of the City of St. Petersburg, Florida, do hereby proclaim March 31, 2024, as

## *TRANSGENDER DAY OF VISIBLITY*

in St. Petersburg, and I encourage all citizens to treat each other with dignity and respect, without exception.

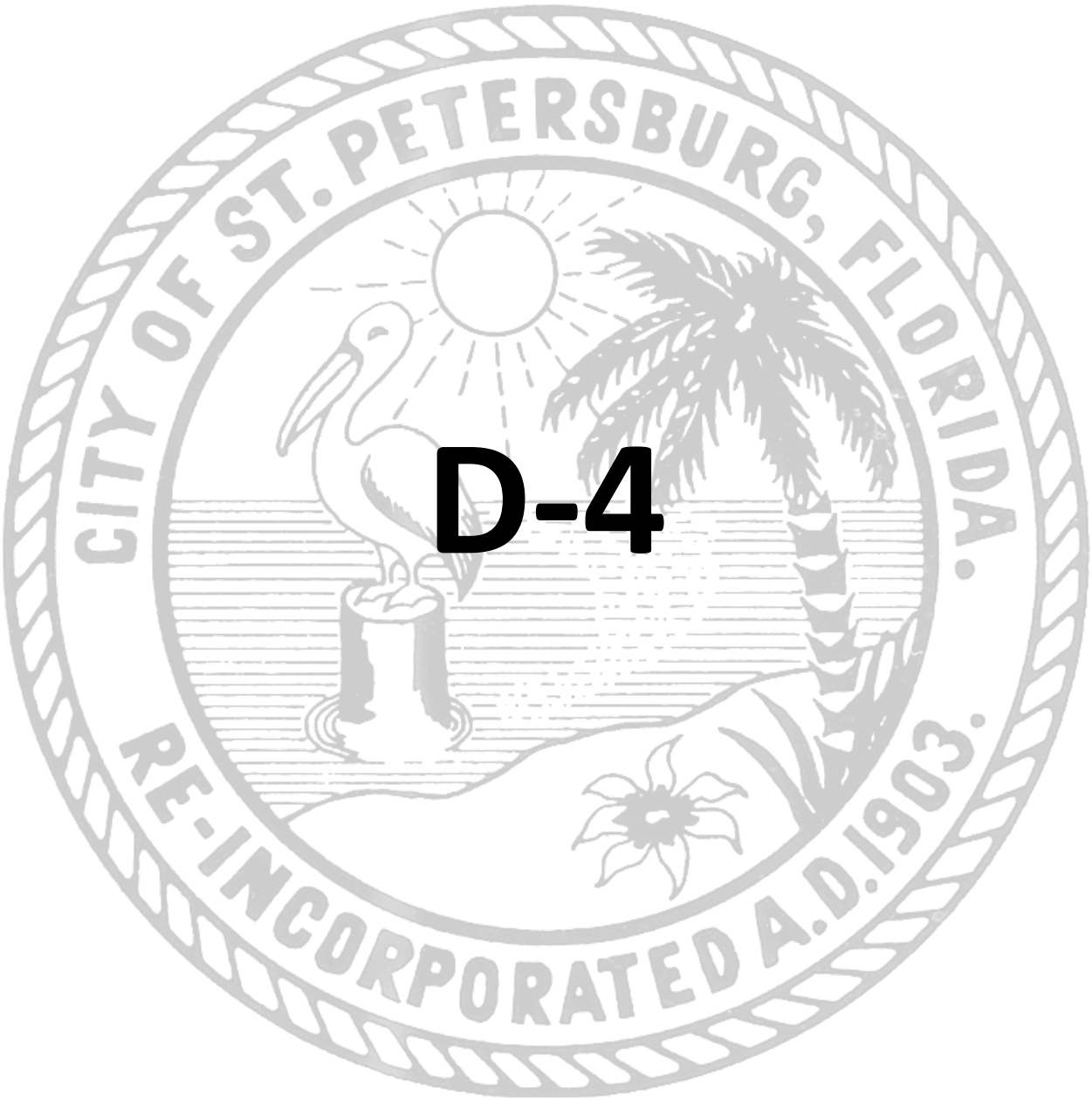
**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the official Seal of the City of St. Petersburg, County of Pinellas, and State of Florida to be affixed this 21st day of March, 2024.

Kenneth T. Welch

_____

**Kenneth T. Welch**
**Mayor**

The following page(s) contain the backup material for Agenda Item: Women's History Month Proclamation
Please scroll down to view the backup material.




# D-4

# CITY COUNCIL AGENDA
# Presentation Item

DATE: March 11, 2024

TO: The Honorable Members of City Council

SUBJECT: Proclamation ~ Women's History Month

PRESENTER: Mayor Kenneth T. Welch

SCHEDULE FOR COUNCIL ON: March 21, 2024

Mayor Kenneth T. Welch

# Proclamation

## CITY OF ST. PETERSBURG

**WHEREAS,** March is annually observed as Women's History month and has been designated to identify the historical and significant contributions of women; and

**WHEREAS,** Women have made countless contributions to the City of St. Petersburg, the State of Florida, the United States of America, and the world; and

**WHEREAS,** The National Women's History Alliance selects a theme each year. The 2024 theme is *"Women Who Advocate for Equity, Diversity, and Inclusion."* The theme recognizes women everywhere who understand that, for a positive future the need to eliminate bias and discrimination entirely from our lives and institutions."; and

**WHEREAS,** We celebrate women everywhere and especially in the city of St. Petersburg and reaffirm our commitment to advancing the cause of equality and opportunity for women and girls.

**NOW, THEREFORE, I, Kenneth T. Welch**, Mayor of the City of St. Petersburg, Florida, do hereby proclaim March 2024 as

## *Women's History Month*

in St. Petersburg and I urge residents to join with me in celebrating Women's history, their legacy, and their profound contributions to our society.

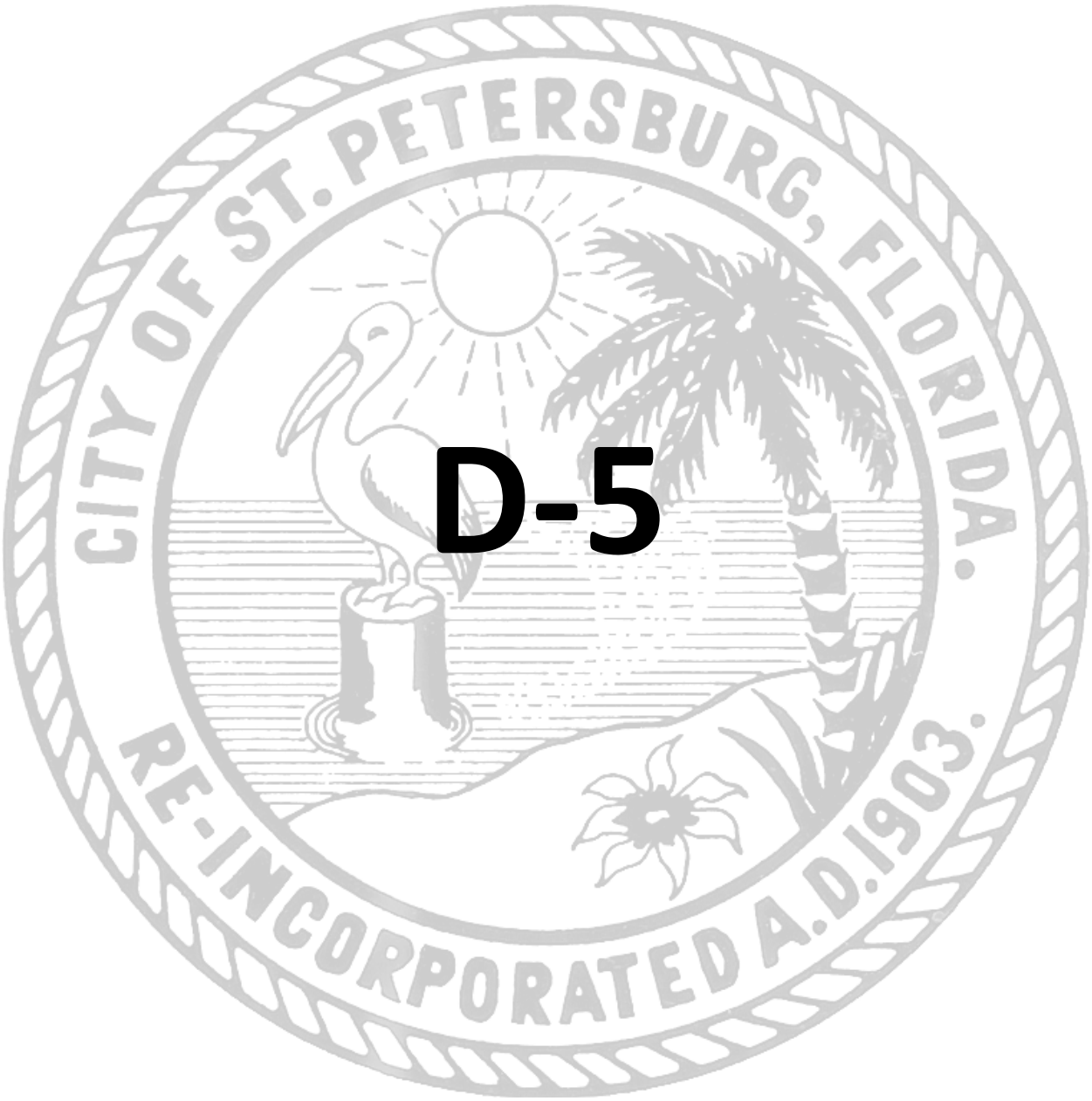
**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the official Seal of the City of St. Petersburg, County of Pinellas, and State of Florida to be affixed this 21st day of March 2024.

Kenneth T. Welch

_____

**Kenneth T. Welch**
**Mayor**

The following page(s) contain the backup material for Agenda Item: Irish American Month Proclamation
Please scroll down to view the backup material.




# D-5

# CITY COUNCIL AGENDA
# Presentation Item

DATE: March 11, 2024

TO: The Honorable Members of City Council

SUBJECT: Proclamation ~ Irish American Month

PRESENTER: Council Member Copley Gerdes

SCHEDULE FOR COUNCIL ON: March 21, 2024

Mayor Kenneth T. Welch

# Proclamation

## CITY OF ST. PETERSBURG

**WHEREAS,** March is annually observed as Irish American Heritage month and has been designated to identify the historical contributions of Irish American citizens; and

**WHEREAS,** Irish Americans have made countless contributions to the city of St. Petersburg, Pinellas County, the State of Florida, and the United States of America; and

**WHEREAS,** Irish Americans, since America's inception, have provided and continue to provide leadership and service to this nation's political, business, and religious establishments; and

**WHEREAS,** It is fitting and proper to celebrate the rich cultural heritage and the many valuable contributions of Irish Americans; and

**WHEREAS,** The City of St. Petersburg takes pride in celebrating Irish American Heritage Month and recognizing the contributions of notable Irish Americans.

**NOW, THEREFORE, I, Kenneth T. Welch**, Mayor of the City of St. Petersburg do hereby proclaim March 2024, as

## *Irish American Heritage Month*

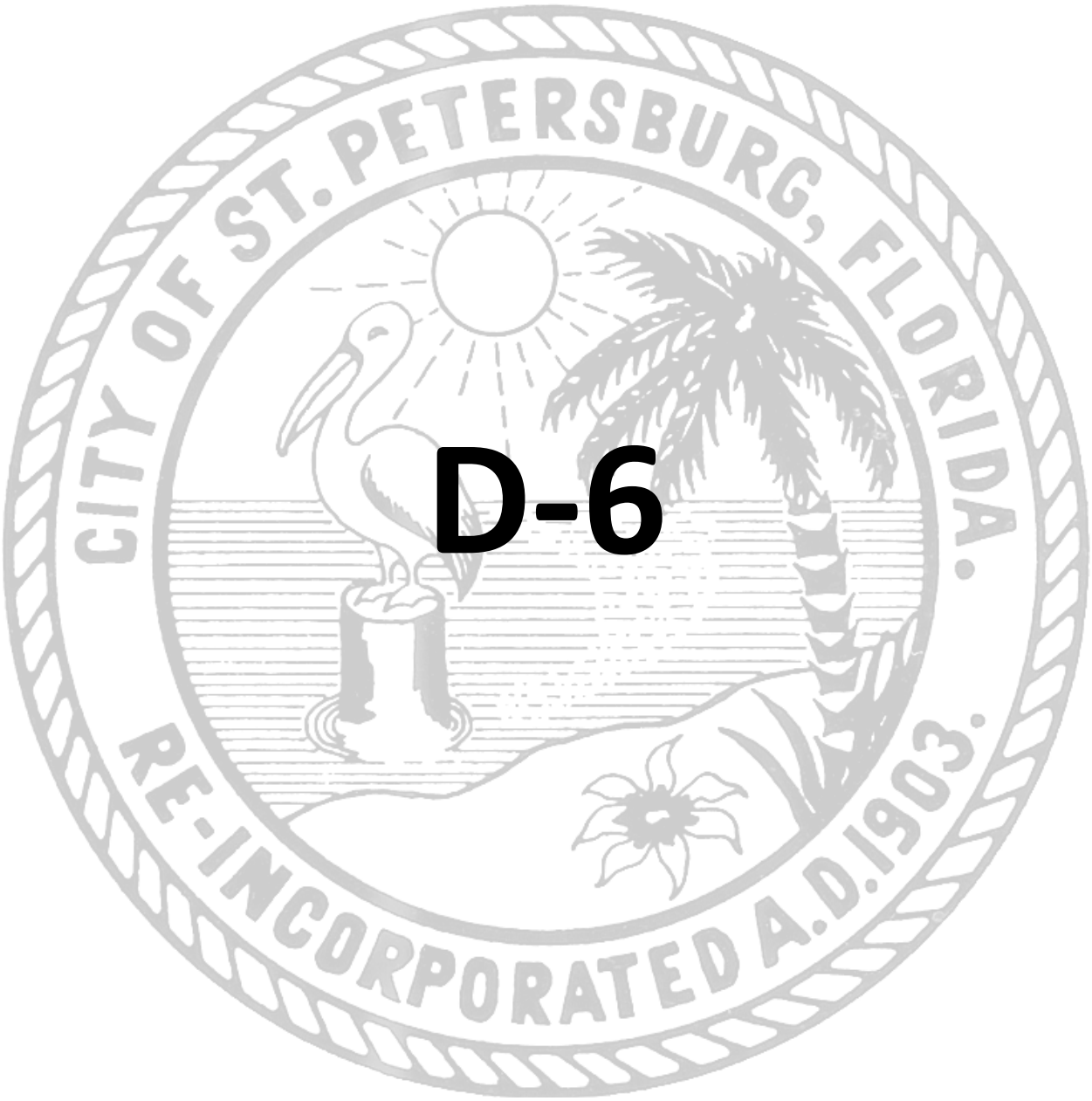
in St. Petersburg and I urge residents to join with me in celebrating Irish American history, legacy, and our profound contributions to our society.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the official Seal of the City of St. Petersburg, County of Pinellas, and the State of Florida to be affixed this 21st day of March 2024.

Kenneth T. Welch

**Kenneth T. Welch**
**Mayor**

The following page(s) contain the backup material for Agenda Item: Key to the City - Marquez Valdes Scantling
Please scroll down to view the backup material.




# D-6

***A Resolution Recognizing Marquez Valdes-Scantling for his Athletic, Entrepreneurial Achievements and Humanitarian Contributions***

***Whereas,*** Marquez Valdes-Scantling, a St. Petersburg native and Lakewood High School graduate is being recognized today as an exemplary and shining example in entrepreneurship and athletics;

***Whereas,*** Marquez Valdes-Scantling, as one of the esteemed founding members of SIK Selection, LLC, has played an integral role in shaping the urban specialty clothing line into a symbol of style and individuality;

***Whereas,*** Marquez Valdes-Scantling, further demonstrates his entrepreneurial acumen as the CEO of Craft-Tee LLC, a prominent clothing printing company headquartered in St. Petersburg, FL;

***Whereas,*** Marquez Valdes-Scantling 's diverse portfolio includes ownership in various ventures and real estate properties, alongside his involvement in a thriving gaming company that continues to captivate audiences worldwide;

***Whereas,*** Marquez Valdes-Scantling's professional prowess extends to the realm of sports, notably as a pivotal player for the Kansas City Chiefs, contributing significantly to their victorious conquests as the 2023 and 2024 Super Bowl Champions, following his impressive tenure with the Green Bay Packers; and

***Whereas,*** Marquez, during his off-seasons, served the St. Petersburg unhoused residents with toiletries and clothing essentials:

***Whereas***, he also enjoys time with his canine companions, Ace (a Pomsky) and Spade (a Husky);

***Whereas,*** Marquez Valdes-Scantling 's commitment to academic excellence is commendable, having earned a bachelor's degree in communication from the esteemed University of South Florida;

***Now, Therefore, Be It Resolved,*** that I, **Deborah Figgs-Sanders**, Chair of St. Petersburg City Council congratulate Marquez Valdes-Scantling, our hometown hero, for his outstanding achievements in athletics, entrepreneurship, philanthropy and applaud his dedication to excellence in all endeavors.

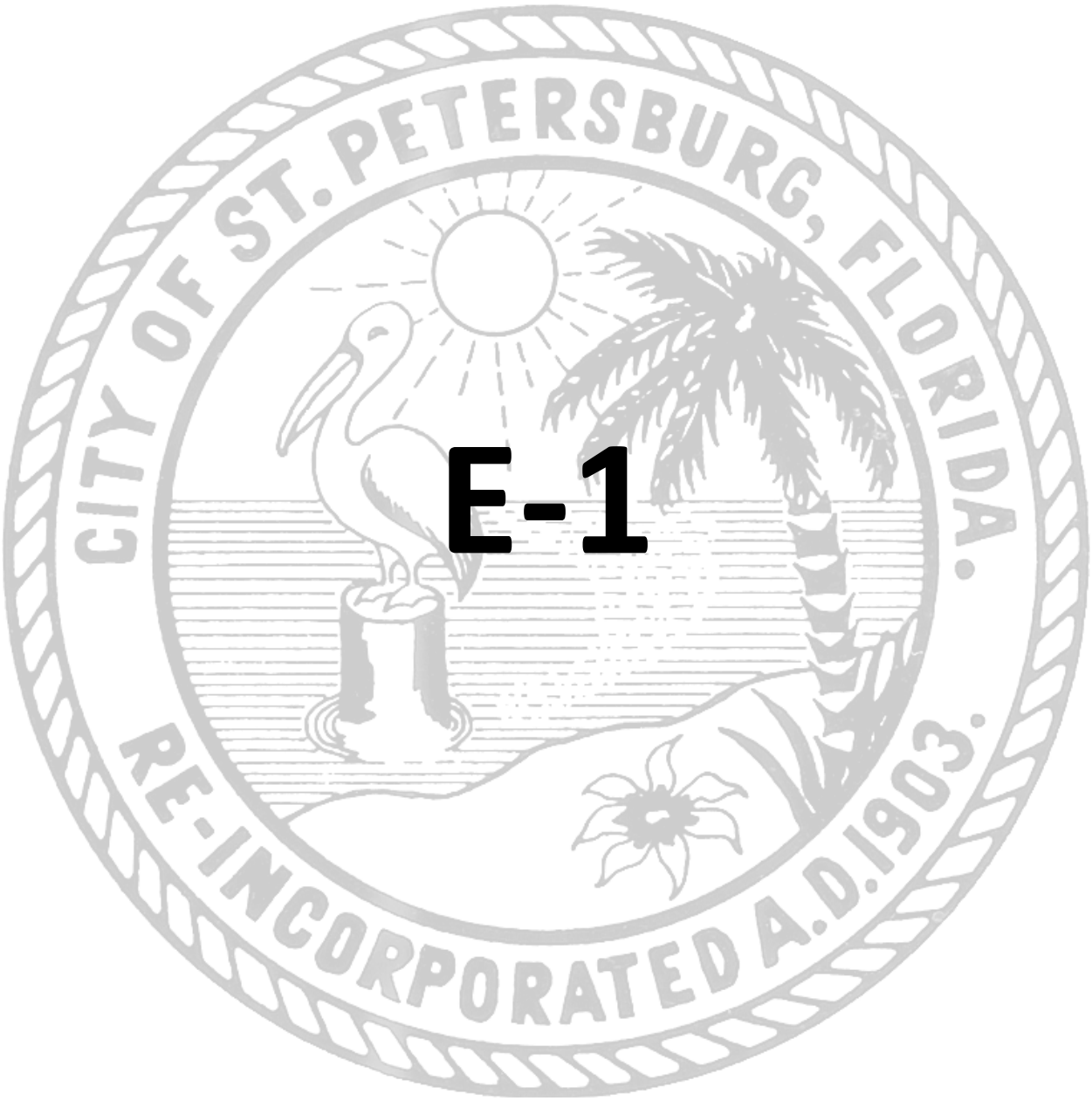
_____

*Deborah D. Figgs-Sanders*
*St. Petersburg City Council Chair, District 5*

The following page(s) contain the backup material for Agenda Item: Key to the City - Coach Larry Murphy of Gibbs High School
Please scroll down to view the backup material.

# D-7

The following page(s) contain the backup material for Agenda Item: Ordinance 576-H, an Ordinance amending Chapter 5, Article III, Division 1 related to works of art in the City; expanding where works of art acquired with moneys from the Art in Public Places Fund can be displayed and expanding ownership options for such works of art; and providing an effective date.
Please scroll down to view the backup material.




# E-1

**ST. PETERSBURG CITY COUNCIL**

**Meeting of March 21, 2024**

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

**SUBJECT:** An ordinance amending Chapter 5, Article III, Division 1 related to works of art in the City; expanding where works of art acquired with moneys from the Art in Public Places Fund can be displayed and expanding ownership options for such works of art; and providing an effective date.

**RECOMMENDATION:** Administration recommends that City Council ordains amending Chapter 5, Article III, Division 1 related to works of art in the City; expanding where works of art acquired with moneys from the Art in Public Places Fund can be displayed and expanding ownership options for such works of art; and providing an effective date.

**RECOMMENDED CITY COUNCIL ACTION**
1**)** Conduct the first reading for the attached proposed ordinance; and
2) Set the second reading and public hearing for April 4, 2024

**EXPLANATION:**

Chapter 5, Article III of the City Code mandates a percentage of construction costs for any City-funded construction project to support public art through the Art in Public Places Fund ("Fund"). This requirement applies to all public works projects, whether they are on City-owned property or not. Art supported by the Fund is intended to be installed at or near the contributing project site, but currently, the art must be placed on City-owned land and the art itself must be owned by the City.

The proposed changes to Article III aim to allow more flexibility in where art can be placed by permitting installations on any property that contributes to the Fund. For instance, although a percentage of the construction costs for the redevelopment of the Historic Gas Plant District will be contributed to the Fund, art funded by the project cannot be installed on the site since the City will not own the property. The proposed changes would permit art to be placed on the same property as the contributing project, no matter who owns the land. Additionally, the proposed changes would allow City Council, by a resolution receiving at least five affirmative votes, to waive the requirement that the City have title to all art acquired with money from the Fund.

**Current Provisions**
Chapter 5, Article III of the City Code creates a mechanism for funding public art by requiring a percentage of construction costs for any public works project (i.e., a project paid for wholly or in part by the City to construct, rehabilitate, renovate, remodel or improve any facility) to be set aside and deposited into the Art in Public Places Fund (hereinafter, the "Fund"). This set aside is required regardless of whether the public works project is on City-owned property.

The expressed intent of this Article, as set forth in Section 5-55, is that the money set aside for a public works project go toward art to be placed at or adjacent to the same location of that public works project (or another facility utilized by the department from which the money was derived). Other provisions in this

Article provide, however, that art acquired utilizing money from the Fund may only be placed on City-owned property, and title to that art must vest in the City.

**Proposed Changes**
More flexibility may be needed in this Article to ensure that art can be placed at the same site as the public works project for which money was deposited into the Fund for public works projects that are not located on City-owned property. The attached draft ordinance provides that flexibility by adding that art may be placed on any property that is the location of a public works project from which funds have been set aside and deposited into the Fund. Additionally, it allows for City Council, by a resolution receiving at least five affirmative votes, to waive the requirement that the City have title to all art acquired with money from the Fund.

Non-substantive changes to a subsection dealing with lots surrounding the Dali Museum that appeared in the draft ordinance submitted for the February 22, 2024, BF&T meeting do not appear in this revised proposed ordinance.

**COST/FUNDING ASSESSMENT INFORMATION: N/A**

**ATTACHMENT: Ordinance**

**APPROVALS:** **Administrative:**

**Budget:** _____

**Ordinance No. _____**

**AN ORDINANCE AMENDING CHAPTER 5, ARTICLE III, DIVISION 1 RELATED TO WORKS OF ART IN THE CITY; EXPANDING WHERE WORKS OF ART ACQUIRED WITH MONEYS FROM THE ART IN PUBLIC PLACES FUND CAN BE DISPLAYED AND EXPANDING OWNERSHIP OPTIONS FOR SUCH WORKS OF ART; AND PROVIDING AN EFFECTIVE DATE.**

**THE CITY OF ST. PETERSBURG CITY COUNCIL ORDAINS THE FOLLOWING:**

**SECTION ONE.** Section 5-56(a) of the St. Petersburg City Code is hereby amended to read as follows:

(a) All works of art acquired pursuant to this article shall be acquired in the name of the City and title shall vest in the City unless City Council waives this provision by a resolution receiving at least five affirmative votes.

**SECTION TWO.** Section 5-56(c) of the St. Petersburg City Code is hereby amended to read as follows:

(c) All works of art acquired with moneys from the fund shall be displayed in or on (i) ~~city~~ City-owned property or (ii) property that is the location of a public works project or facility for which funds have been set aside pursuant to this division. Works of art acquired with moneys from the fund shall not be installed on ~~city-owned~~ property ~~which~~ that is subject to a lease unless the lessee expressly allows the installation of a work of art. This provision ~~shall~~ does not affect works of art installed before a property is leased nor artwork installed by the lessee.

**SECTION THREE.** Section 5-62(d)(1) of the St. Petersburg City Code is hereby amended to read as follows:

(d) *Allocation of funds.*

(1) If it would be inappropriate to display a work of art at a City facility, if the funds set aside from any public works project are not sufficient to acquire a work of art appropriate for the City, or if the Commission deems it appropriate to pool funds to provide for works of art of greater cost or a larger, more intricate or detailed work of art at another facility, then such monies shall be used for the acquisition of a work of art for display in or on ~~City-owned~~ property other than the property where the facility being constructed is located.

**SECTION FOUR.** Section 5-63(a) of the St. Petersburg City Code is hereby amended to read as follows:

(a) A percentage of the construction cost from all public works projects exceeding $100,000.00 shall be set aside and deposited into the fund for the acquisition of works of art, which shall be displayed in ~~or on City-owned property~~ accordance with this article, and for such administrative, insurance, or repair and maintenance costs reasonably attributable to those works of art.

**SECTION FIVE.** The provisions of this ordinance are deemed severable. The unconstitutionality or invalidity of any word, sentence, or portion of this ordinance will not affect the validity of the remaining portions.

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

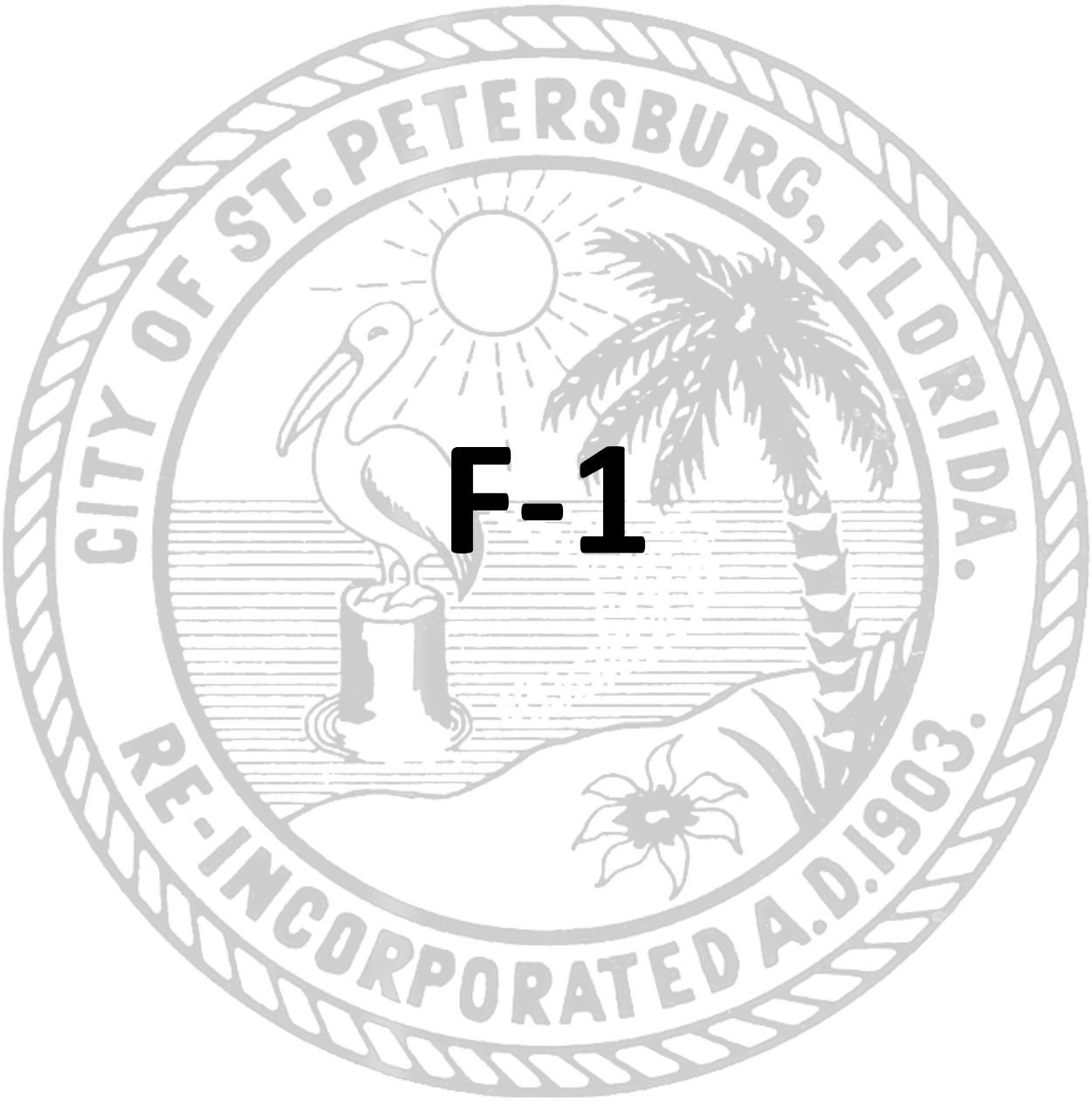
**SECTION SEVEN.** COMPLIANCE WITH § 166.041(4), FLORIDA STATUTES**.** Pursuant to City Council resolution 2023-507, a business impact estimate was prepared for this ordinance and posted on the City's website no later than the date the notice of the proposed ordinance was published.

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

Approved as to form and content:

Sharon Michniewicz
City Attorney (designee)
00727460

The following page(s) contain the backup material for Agenda Item: St. Anthony's Hospital/BayCare Council Update
Please scroll down to view the backup material.




# F-1

# CITY COUNCIL AGENDA
# REPORT ITEM

**Date:** **February 14, 2024**

**TO:** Honorable Members of City Council

**SUBJECT:** St. Anthony's Hospital/BayCare Council Update

**PRESENTER:** Scott Smith, St. Anthony's Hospital President

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

Copley Gerdes
Vice-Chair
District 1

# St. Anthony’s Hospital BayCare Health System

*Presentation to the St. Petersburg City Council, March 21st 2024*

*Scott Smith, President*

*St. Anthony's Hospital*

# History of St. Anthony's Hospital

# Community Benefit: It's in Our DNA

**Medicaid/Income-based Programs** - **$399.5 million**
Underinsured patients with some insurance but not enough to cover medical bills.

**Charity Care** - **$81 million**
Patients will have their medical bills waived if they fall under the criteria set by BayCare's Financial Assistance Policy.

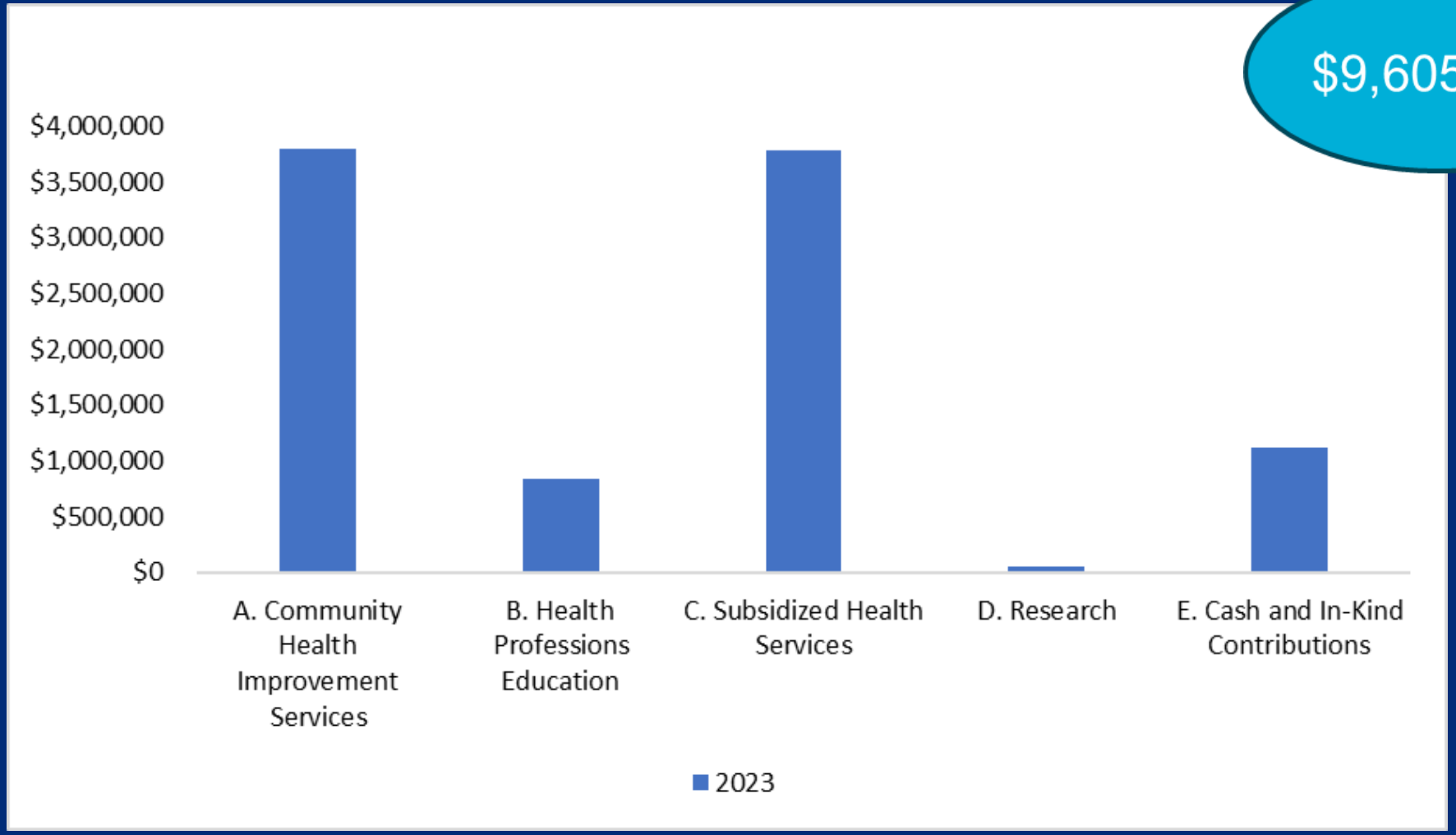
**Unbilled Community Services** - **$76.7 million**
Health professional education, community health services, cash and contributions to community groups, and other services.

BayCare is committed to investing **approximately 10% of our annual net operating revenue** back into the community through Community Benefit.

BayCare

# Community Benefit

## St. Anthony's Hospital Unbilled Services




BayCare

# 2023-2025 CHNA Investment

## St. Anthony's Hospital

Behavioral Health

**$2,201,223**

Access to Health & Social Services

**$1,502,476**

Exercise, Nutrition, & Weight

**$2,165,496**

**Total 3-year investment: $5,869,195**

BayCare

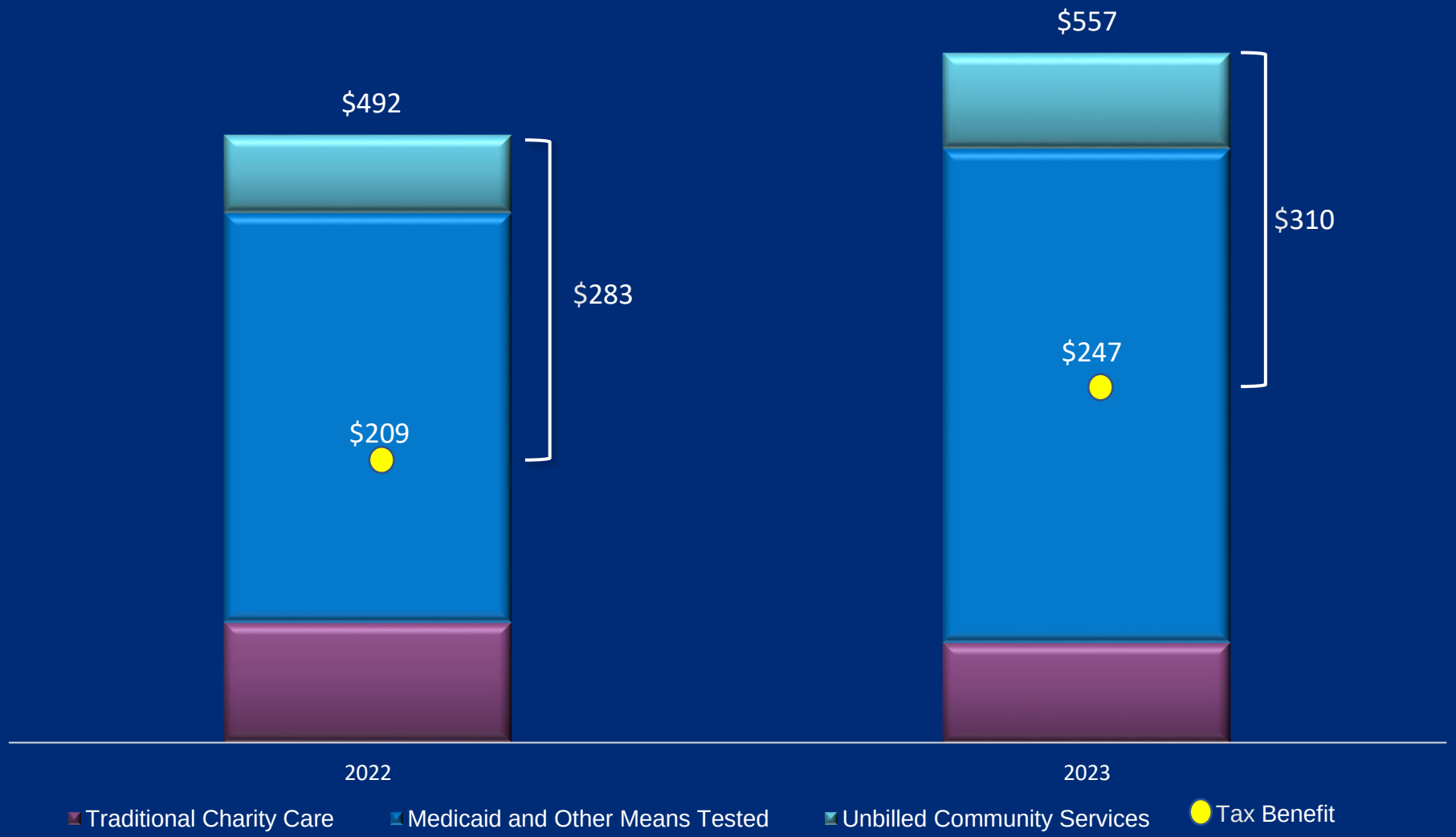
# CHNA Focus on Homelessness

A PATH client with a wheelchair David Hill, RN acquired for her to improve mobility.

| Services to End ED Recidivism (STEER) | Pinellas Hope | Police Assisting the Homeless (PATH) |
|---|---|---|
| 529 visits | 1,800 nurse interactions | 297 nurse interactions |
| 298 patients | 61 medical respite patients | 23 different touchpoints |
| 17% ED avoidance | 72 avoided ED visits | 185 patients |

BayCare

# BayCare Tax Benefit
## 2-year Trend in Millions




BayCare

# BayCare: A Powerful Economic Engine

**$10 BILLION**

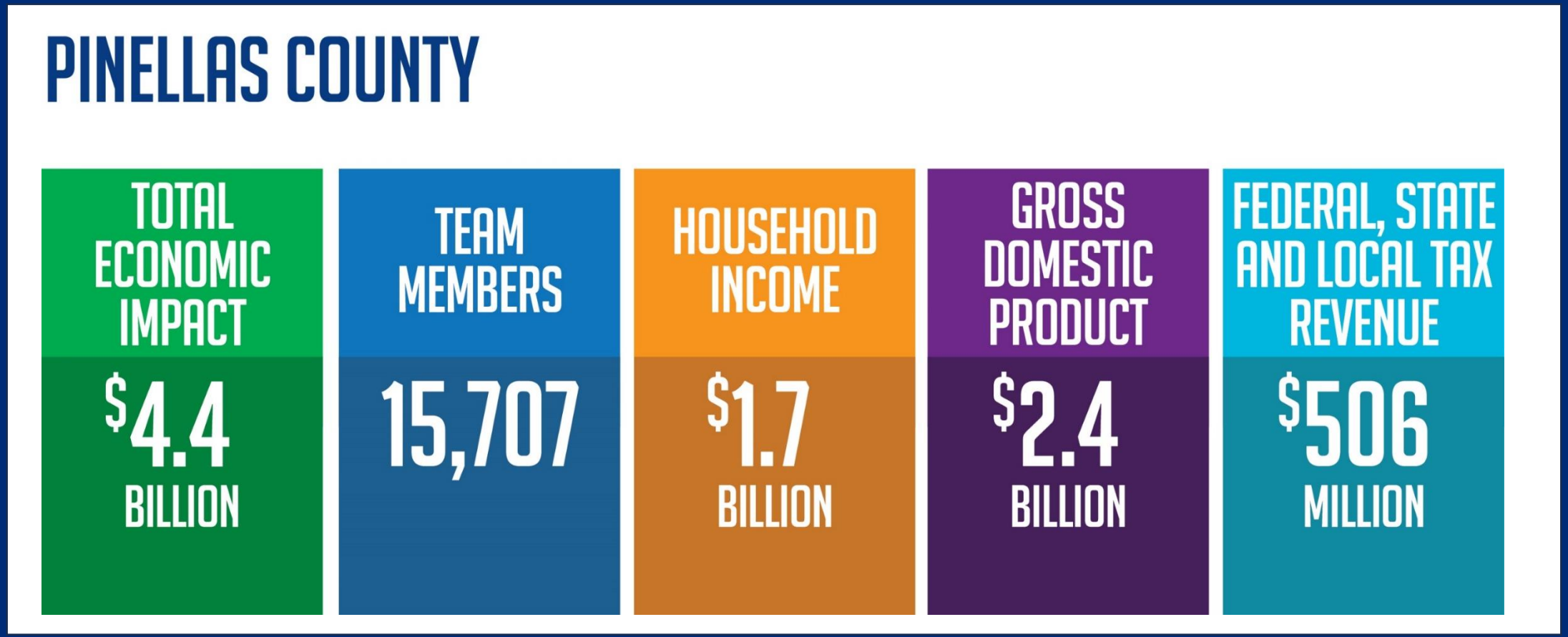
Total annual economic impact in Florida—a 17 percent increase from 2020

**$7.8 BILLION**

BayCare's annual economic impact fueled by hospital operations

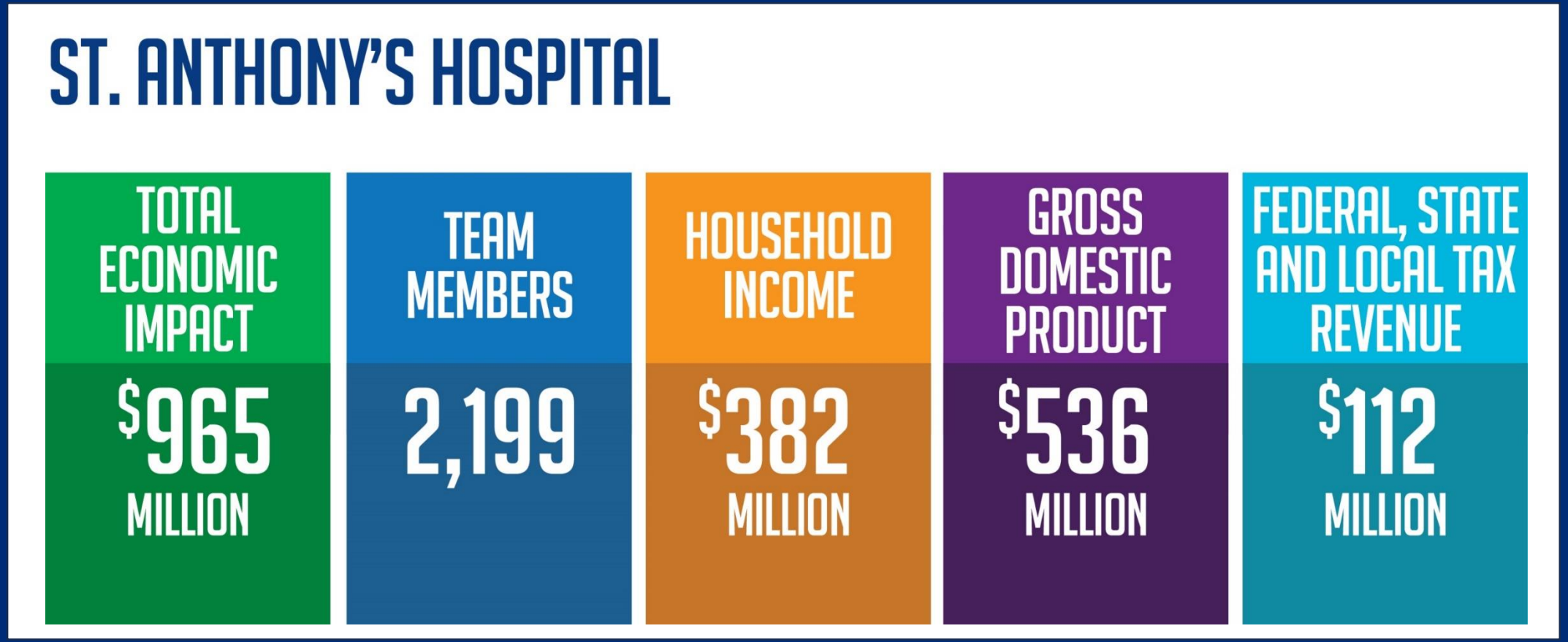
BayCare

# 2023 Economic Impact




BayCare

# 2023 Economic Impact




BayCare

# St. Anthony's Hospital
# Master Facilities Plan Update

BayCare

# St. Anthony's Hospital
# New Tower & Lobby

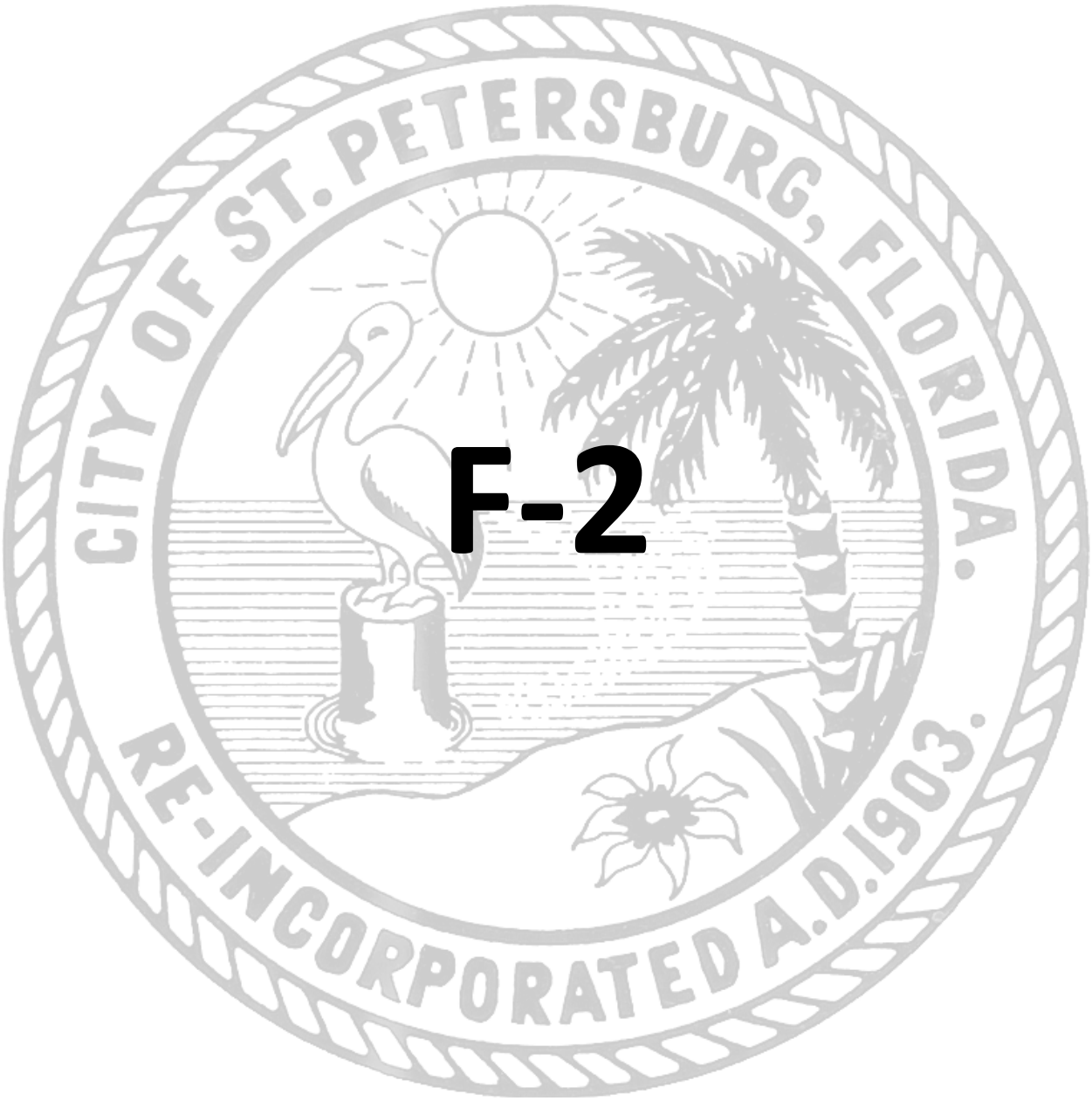
# St. Anthony's Hospital
# ED Expansion

BayCare

# Remaining Phase III MFP

BayCare

The following page(s) contain the backup material for Agenda Item: A Resolution approving the Standard Grant Agreement between the State of Florida Department of Environmental Protection and the City of St. Petersburg, Florida (City) for the City to receive funding through a cost-reimbursement basis grant in an amount not to exceed $8,870,000 for the City of St. Petersburg Southwest Water Reclamation Facility (SWWRF) Operations and Maintenance Buildings Project; authorizing the Mayor or his designee to execute the Standard Grant Agreement and all other documents necessary to receive this funding; approving a supplemental appropriation in the amount of $8,870,000 from the increase in the unappropriated balance of the Water Resources Capital Projects Fund (4003), resulting from these grant revenues, to the WRF SW Operations & Lab Building Replacement Project (16944); and providing an effective date. (ECID Project No. 21047-111; Oracle No. 16944)
Please scroll down to view the backup material.




# F-2

**ST. PETERSBURG CITY COUNCIL**

**Report**

Meeting of March 21, 2024

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

**SUBJECT:** A Resolution approving the Standard Grant Agreement between the State of Florida Department of Environmental Protection and the City of St. Petersburg, Florida ("City") for the City to receive funding through a cost-reimbursement basis grant in an amount not to exceed $8,870,000 for the City of St. Petersburg Southwest Water Reclamation Facility (SWWRF) Operations and Maintenance Buildings Project; authorizing the Mayor or his designee to execute the Standard Grant Agreement and all other documents necessary to receive this funding; approving a supplemental appropriation in the amount of $8,870,000 from the increase in the unappropriated balance of the Water Resources Capital Projects Fund (4003), resulting from these grant revenues, to the WRF SW Operations & Lab Building Replacement Project (16944); and providing an effective date. (ECID Project No. 21047-111; Oracle No. 16944)

**EXPLANATION:** The City of St. Petersburg ("City") will conduct the Southwest Water Reclamation Facility (SWWRF) Operations and Maintenance Buildings Project (Project) to include the replacement of the operations and maintenance buildings at the SWWRF to mitigate wind/flooding vulnerabilities. The project scope includes a modern lab, operations and maintenance staff offices, restrooms/locker rooms, conference room, library, kitchen, and server room. The building(s) will be designed to meet all code-related wind and impact ratings for hurricane hardening techniques including impact-related doors, windows with impact-resistant glass, reinforced roof and wall structures that meet and exceed high-velocity hurricane zone code requirements. The buildings will be above the flood zone and anticipated storm surge. Anticipated cost for this project will be $20,570,000 of which $8,870,000 will be funded by this FDEP grant.

The proposed SWWRF Operations and Maintenance Buildings Project represents a strategic investment in safeguarding St. Petersburg's facilities against flooding and storm vulnerabilities. Hardening facilities that house City staff during storm events supports the Department's commitment to safeguarding public health, protecting critical infrastructure, and safely operating essential wastewater services during and after an emergency. By securing funding support from an FDEP grant that covers a significant part of the project's estimated cost, the City demonstrates its dedication to proactive infrastructure development.

*The partially grant-funded SWWRF Operations and Maintenance Buildings Project will prioritize construction for the SWWRF Facility.*

*Contractor and A/E services will be provided for Council approval as separate Agreements.*

**RECOMMENDATION:** Administration recommends authorizing the Mayor or his designee to approve Standard Grant Agreement between the State of Florida Department of Environmental Protection and the City of St. Petersburg, Florida ("City") for the City to receive funding through a cost-reimbursement basis grant in an amount not to exceed $8,870,000 for the City of St. Petersburg Southwest Water Reclamation Facility (SWWRF) Operations and Maintenance Buildings Project; authorizing the Mayor or his designee to execute the Standard Grant Agreement and all other documents necessary to receive this funding; approving a supplemental appropriation in the amount of $8,870,000 from the increase in the unappropriated balance of the Water Resources Capital Projects Fund (4003), resulting from these grant

revenues, to the WRF SW Operations & Lab Building Replacement Project (16944); and providing an effective date. (ECID Project No. 21047-111; Oracle No. 16944)

**COST/FUNDING/ASSESSMENT INFORMATION:** A portion of the funding -($4,000,000) has been previously appropriated in the Water Resources Capital Projects Fund (4003), WRF SW Operations & Lab Building Replacement Project (16944). Additional funding will be available after the approval of a supplemental appropriation in the amount of $8,870,000 from the increase in the unappropriated balance of the Water Resources Capital Projects Fund (4003), resulting from these additional grant revenues to the WRF SW Operations & Lab Building Replacement Project (16944). Additional City funding ($7,700,000) will be available in FY25 after City Council approval of the annual budget.

**ATTACHMENTS:** Resolution
Draft Grant Agreement with referenced Attachments

RESOLUTION NO. 2024-_____

A RESOLUTION APPROVING THE STANDARD GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") FOR THE CITY TO RECEIVE FUNDING THROUGH A COST-REIMBURSEMENT BASIS GRANT IN AN AMOUNT NOT TO EXCEED $8,870,000 FOR THE CITY OF ST. PETERSBURG SOUTHWEST WATER RECLAMATION FACILITY (SWWRF) OPERATIONS AND MAINTENANCE BUILDINGS PROJECT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE STANDARD GRANT AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO RECEIVE THIS FUNDING; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $8,870,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE WATER RESOURCES CAPITAL PROJECTS FUND (4003), RESULTING FROM THESE GRANT REVENUES, TO THE WRF SW OPERATIONS & LAB BUILDING REPLACEMENT PROJECT (16944); AND PROVIDING AN EFFECTIVE DATE. (ECID PROJECT NO. 21047-111; ORACLE NO. 16944)

WHEREAS, the City applied for grant funding for the City of St. Petersburg Southwest Water Reclamation Facility (SWWRF) Operations and Maintenance Buildings Project through the Florida Department of Environmental Protection Resilient Florida Program; and

WHEREAS, the Florida Department of Environmental Protection ("FDEP") has awarded the City funding in an amount not to exceed $8,870,000 through a cost reimbursement basis grant to be used for the replacement of the operations and maintenance buildings at the SWWRF and to mitigate wind and flooding vulnerabilities; and

WHEREAS, in order to receive such funding, the City must enter into the standard grant agreement with the FDEP; 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 standard grant agreement between the State of Florida Department of Environmental Protection and the City of St. Petersburg, Florida ("City") for the City to receive funding through a cost-reimbursement basis grant in an amount not to exceed $8,870,000 for the City of St. Petersburg Southwest Water Reclamation Facility (SWWRF) Operations and Maintenance Buildings Project is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the standard grant agreement and all other documents necessary to receive this funding.

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the Water Resources Capital Projects Fund (4003) resulting from these grant revenues, the following supplemental appropriation for fiscal year 2024:

| | |
|---|---|
| Water Resources Capital Projects Fund (4003) | |
| WRF SW Operations & Lab Building Replacement Project (16944) | $8,870,000 |

This Resolution shall become effective immediately upon its adoption.

LEGAL:

00730588

DEPARTMENT:

BUDGET:

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): Agreement Number:

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: Entity Type:

Grantee Address: FEID:

(Grantee)

3. Agreement Begin Date: Date of Expiration:

4. Project Number: *(If different from Agreement Number)* Project Location(s):

Project Description:

5. Total Amount of Funding:

| Funding Source? | Award #s or Line Item Appropriations: | Amount per Source(s): |
|---|---|---|
| ☐ State ☐Federal | | $ |
| ☐ State ☐Federal | | $ |
| ☐ Grantee Match | | $ |
| | Total Amount of Funding + Grantee Match, if any: | $ |

6. Department's Grant Manager

Name: _____ or successor

Address: _____

_____

_____

Phone: _____

Email: _____

Grantee's Grant Manager

Name: _____ or successor

Address: _____

_____

_____

Phone: _____

Email: _____

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

| |
|---|
| ☐ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements |
| ☐ Attachment 2: Special Terms and Conditions |
| ☐ Attachment 3: Grant Work Plan |
| ☐ Attachment 4: Public Records Requirements |
| ☐ Attachment 5: Special Audit Requirements |
| ☐ Attachment 6: Program-Specific Requirements |
| ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S. |
| ☐ Attachment 8: Federal Regulations and Terms (Federal) |
| ☐ Additional Attachments (if necessary): |
| ☐ Exhibit A: Progress Report Form |
| ☐ Exhibit B: Property Reporting Form |
| ☐ Exhibit C: Payment Request Summary Form |
| ☐ Exhibit D: Quality Assurance Requirements |
| ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo |
| ☐ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808 |
| ☐ Additional Exhibits (if necessary): |

| 8. | The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1): |
|---|---|
| Federal Award Identification Number(s) (FAIN): | |
| Federal Award Date to Department: | |
| Total Federal Funds Obligated by this Agreement: | |
| Federal Awarding Agency: | |
| Award R&D? | ☐ Yes ☐N/A |

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.**

**GRANTEE**

By _____

(*Authorized Signature)* Date Signed

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection** **DEPARTMENT**

By _____

Secretary or Designee Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

ORCP Additional Signatures

_____
DEP Grant Manager, Matthew Behnke

_____
DEP QC Reviewer, Hanna Tillotson

Grantee may add additional signatures below, if needed.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**STANDARD TERMS AND CONDITIONS**
**APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

**4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

**5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

**6. Acceptance of Deliverables.**

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

**7. Financial Consequences for Nonperformance.**

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

**8. Payment.**

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

**9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

**10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

**11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

**12. Insurance.**

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

**13. Termination.**

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

**14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

**15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

**16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

**17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

**18. Indemnification.**

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
    i. Public Entity Crime. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.**
**This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.**

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**25. Investing in America**

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

**26. Scrutinized Companies.**

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

**27. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

**28. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

**29. Audits.**

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

   i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**30. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**31. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

**32. Subcontracting.**

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

**33. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**34. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**35. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**36. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**37. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**38. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**39. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**40. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Special Terms and Conditions**
**AGREEMENT NO. 24SRP34**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**
The Project funded under this Agreement is City of St. Petersburg SWWRF Operations and Maintenance Buildings Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

**3. Payment Provisions.**
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

| Reimbursement | Match | Category |
|---|---|---|
| ☐ | ☐ | Salaries/Wages |
| | | Overhead/Indirect/General and Administrative Costs: |
| ☐ | ☐ | a. Fringe Benefits, N/A. |
| ☐ | ☐ | b. Indirect Costs, N/A. |
| ☒ | ☒ | Contractual (Subcontractors) |
| ☐ | ☐ | Travel, in accordance with Section 112, F.S. |
| ☐ | ☐ | Equipment |
| ☐ | ☐ | Rental/Lease of Equipment |
| ☐ | ☐ | Miscellaneous/Other Expenses |
| ☐ | ☐ | Land Acquisition |

**5. Equipment Purchase.**
No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**
There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**
The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $8,870,000.00 through cash or third party in-kind towards the work funded under this Agreement.
The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.
If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

**8. Insurance Requirements**

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

| | |
|---|---|
| $200,000/300,000 | Automobile Liability for Company-Owned Vehicles, if applicable |
| $200,000/300,000 | Hired and Non-owned Automobile Liability Coverage |

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

**9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

**11. Subcontracting.**

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

**12. State-owned Land.**

The work will not be performed on State-owned land.

**13. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

**14. Common Carrier.**

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**15. Additional Terms.**

None.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**GRANT WORK PLAN**
**AGREEMENT NO. 24SRP34**

**ATTACHMENT 3**

**PROJECT TITLE:** City of St. Petersburg SWWRF Operations and Maintenance Buildings Project

**PROJECT LOCATION:** The Project is located in the City of St. Petersburg within Pinellas County, Florida.

**PROJECT DESCRIPTION:**
The City of St. Petersburg (Grantee) will conduct the Southwest Water Reclamation Facility (SWWRF) Operations and Maintenance Buildings Project (Project) to include the replacement of the operations and maintenance buildings at the SWWRF to mitigate wind/flooding vulnerabilities. The project scope includes approximately 15,000 square foot (sf) of building space that includes a modern lab, operations and maintenance staff offices, restrooms/locker rooms, conference room, library, kitchen, and a server room. The building(s) will be designed to meet all code-related wind and impact ratings for hurricane hardening techniques including impact-related doors, windows with impact-resistant glass, reinforced roof and wall structures that meet and exceed high-velocity hurricane zone code requirements. The building(s) will be above the flood zone and anticipated storm surge.

**TASKS AND DELIVERABLES:**

**Task 1: Sea Level Impact Projection (SLIP) Study Report**

**Description:** The Grantee will submit a SLIP study report, if applicable, pursuant to the relevant Florida Statute (F.S.; s. 161.551, F.S., before July 1, 2024, and s. 380.0937, F.S., thereafter) and Chapter 62S-7, Florida Administrative Code (F.A.C.). The SLIP study report must be submitted to the Department, approved, and published for at least 30 days before construction begins. This will inform the project owner about the potential effects of sea level rise and coastal flooding on the structure so they can use this information in project planning and adaptation. Visit the SLIP tool website (Florida SLIP Tool) for more information.

**Deliverables:** The Grantee will submit:

- **1.1:** Published SLIP Study Report and the confirmation email stating the report was published on the Department's website for no less than thirty (30) days before construction commences. **This is a no cost deliverable.**

**Task 2: Pre-Design, Design, Permitting and Construction**

**Description:** The Grantee has acquired professional services for Pre-Design, Design, and Permitting services to prepare construction documents. The Grantee will acquire professional services to construct the replacement of the operations and maintenance buildings at the SWWRF in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include internal engineering services, pre-design services, design and permitting services, mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, mitigation projects, and grants administration consulting services.

**Deliverables:** The Grantee will submit:

- **2.1:** List of permit type, number, and issuing entity for all local, state, and federal permits required for the Project;
- **2.2:** A copy of the final design and record (as-built) drawings;
- **2.3:** A Certificate of Completion signed by a Florida-registered Professional Engineer; and
- **2.4:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent.

**PERFORMANCE MEASURES:** The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

**CONSEQUENCES FOR NON-PERFORMANCE:** For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

**PAYMENT REQUEST SCHEDULE:** Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

**PROJECT TIMELINE AND BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

1. **OPTION 1** (previously submitted): **PROJECT TIMELINE AND BUDGET DETAIL**:

| Task No. | Task Title | Budget Category | DEP Amount | Match Amount | Total Amount | Task Start Date | Task Due Date |
|---|---|---|---|---|---|---|---|
| 1 | Sea Level Impact Projection (SLIP) Study | No-Cost Deliverable | $ 0 | $ 0 | $ 0 | Upon Execution | 30 Days before commencing Construction (estimated April 2025) |
| 2 | Pre-Design, Design and Permitting, and Construction | Contractual Services | $ 8,870,000 | $ 8,870,000 | $ 17,740,000 | 7/1/2023 | 3/31/2026 |
| | | Total: | **$ 8,870,000** | **$ 8,870,000** | **$ 17,740,000** | | |

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Public Records Requirements**

**Attachment 4**

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** **(850) 245-2118**
**Email:** public.services@floridadep.gov
**Mailing Address:** **Department of Environmental Protection**
**ATTN: Office of Ombudsman and Public Services**
**Public Records Request**
**3900 Commonwealth Boulevard, MS 49**
**Tallahassee, Florida 32399**

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Special Audit Requirements**
**(State and Federal Financial Assistance)**

## Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 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 recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

**PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, 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.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient 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), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its 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 non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

**PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

**PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
**Audit Director**
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
**Audit Director**
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

**PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

| **Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:** | | | | | |
|---|---|---|---|---|---|
| **Federal Program A** | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | $ | |
| | | | | | |
| | | | | | |
| **Federal Program B** | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | $ | |
| | | | | | |
| | | | | | |

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

| | | |
|---|---|---|
| **Federal Program A** | First Compliance requirement: i.e.: (what services of purposes resources must be used for) | |
| | Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources) | |
| | Etc. | |
| | Etc. | |
| **Federal Program B** | First Compliance requirement: i.e.: (what services of purposes resources must be used for) | |
| | Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources) | |
| | Etc. | |
| | Etc. | |

*Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.*

| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs: | | | | | |
|---|---|---|---|---|---|
| **Federal Program A** | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | | |
| | | | | | |
| **Federal Program B** | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | | |
| | | | | | |

*Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.*

| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.: | | | | | | |
|---|---|---|---|---|---|---|
| **State Program A** | State Awarding Agency | State Fiscal Year[1] | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| **Original Agreement** | Florida Department of Environmental Protection | FY 23.24 | 37.098 | Resilient Florida Programs | $8,870,000.00 | 140065 |
| | | | | | | |
| **State Program B** | State Awarding Agency | State Fiscal Year[2] | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| | | | | | | |
| | | | | | | |

| | | |
|---|---|---|
| Total Award | $8,870,000.00 | |

*Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.*

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**PROGRAM-SPECIFIC REQUIREMENTS**
**RESILIENT FLORIDA PROGRAM**

**ATTACHMENT 6**

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.

2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.

3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.

4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:

   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.

6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

   The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.

10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).

11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**RESILIENT FLORIDA GRANT PROGRAM**
**EXHIBIT A**
**PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**RESILIENT FLORIDA GRANT PROGRAM**
**EXHIBIT C**
**PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

**EXHIBIT F**

**DEP AGREEMENT NO. 24SRP34**

# CITY OF ST. PETERSBURG SWWRF OPERATIONS AND MAINTENANCE BUILDINGS PROJECT

**City of St. Petersburg**

**Final Project Report**

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

**Part I. Executive Summary**

**Part II. Methodology**

**Part III. Outcome**

*Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.*

**Part IV. Further Recommendations**

**Instructions for completing Exhibit F Final Project Report Form:**

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

**Florida Department of Environmental Protection**

**EXHIBIT G**

**PHOTOGRAPHER RELEASE FORM**
**FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

**DEP AGREEMENT NO: 24SRP34**

## RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

**Owner/Submitter's Name:** _____

**Address:** _____

**City:** _____ **State:** _____ **Zip:** _____

**Phone Number:** (_____) _____ **Email:** _____

**License and Indemnification**

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

**I have read and understand the terms of this release.**

**Owner signature:** _____ **Date:** _____

**Photo/video/audio/artwork/recording file name(s):** _____

**Location of photo/video/audio recording/artwork:** _____

**Name of person accepting Work submission** _____

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**RESILIENT FLORIDA GRANT PROGRAM**
**CONTRACTUAL SERVICES CERTIFICATION**

**Exhibit H**

*Required for all grant agreements that include Contractual Services as an expenditure category.*

DEP Agreement Number:

Project Title:

Grantee:

---

Subcontractor: _____

*Note: Submit separate Exhibit H Certification for each additional subcontractor.*

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

---

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

# COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
# (PUR 1808)

## Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

The City of St Petersburg is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Thomas Greene

Title: Assistant City Administrator

Signature: Digitally signed by Tom Greene Date: 2023.08.22 13:26:45 -04'00'

Date: 08/22/2023

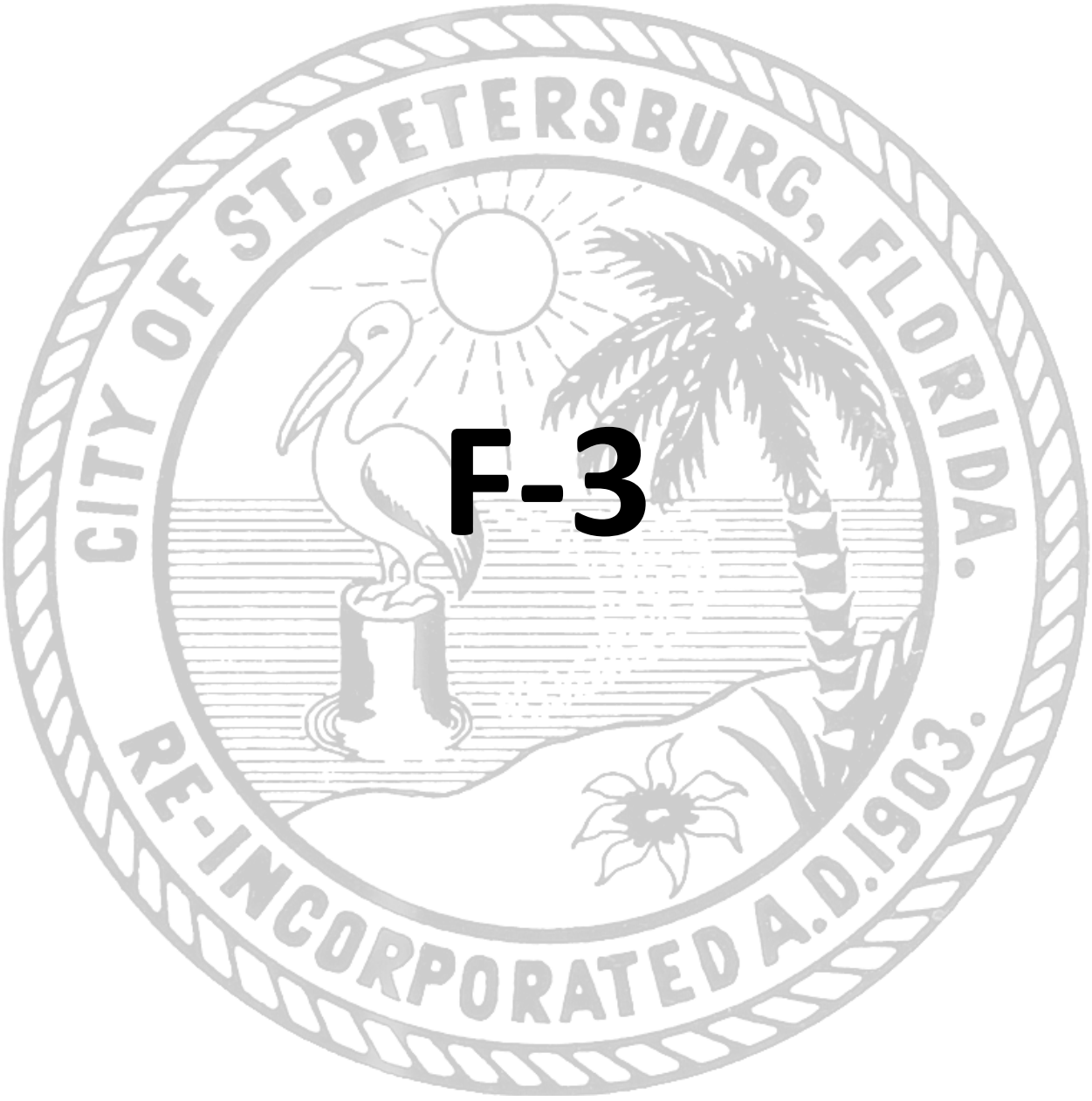
| | | Request # |
|---|---|---|
| st.petersburg www.stpete.org | -- City of St. Petersburg Authorization Request --<br>**General Authorization** | 261040 |

| Name: | Johnson, Sarah B | Request Date: | 07-MAR-2024 | Status: | APPROVED |
|---|---|---|---|---|---|

| Authorization Request | |
|---|---|
| Subject: | Council Approval - 3/21 |
| Message: | 21047-111 - SWWRF - DEP Grant Agreement |
| Supporting Documentation: | FDEP - SWWRF Grant Agreement - Final.pdf |

| | Approver | Completed By | Response | Response Date | Type |
|---|---|---|---|---|---|
| 0 | Johnson, Sarah B | | SUBMITTED | 07-MAR-2024 | |
| 1 | Prayman, Brejesh B | Prayman, Brejesh B | APPROVE | 07-MAR-2024 | User Defined |
| 2 | Wahl, Margaret Brown | Wahl, Margaret Brown | APPROVE | 07-MAR-2024 | User Defined |
| 3 | Tankersley, Claude Duval | Tankersley, Claude Duval | APPROVE | 07-MAR-2024 | User Defined |

The following page(s) contain the backup material for Agenda Item: A Resolution approving the Standard Grant Agreement between the State of Florida Department of Environmental Protection and the City of St. Petersburg, Florida ("City") for the City to receive funding through a cost-reimbursement basis grant in an amount not to exceed $7,874,334.50 for the St. Petersburg Shore Acres Resiliency Infrastructure Project; authorizing the Mayor or his designee to execute the Standard Grant Agreement and all other documents necessary to receive this funding; approving a supplemental appropriation in the amount of $7,874,334.50 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from these grant revenues, to the Connecticut Ave NE & Vicinity Resiliency SDI Project (19207); and providing an effective date. (ECID Project No. 22033-110; Oracle No. 19207)
Please scroll down to view the backup material.




# F-3

**ST. PETERSBURG CITY COUNCIL**

**Report**

Meeting of March 21, 2024

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

**SUBJECT:** A Resolution approving the Standard Grant Agreement between the State of Florida Department of Environmental Protection and the City of St. Petersburg, Florida ("City") for the City to receive funding through a cost-reimbursement basis grant in an amount not to exceed $7,874,334.50 for the St. Petersburg Shore Acres Resiliency Infrastructure Project; authorizing the Mayor or his designee to execute the Standard Grant Agreement and all other documents necessary to receive this funding; approving a supplemental appropriation in the amount of $7,874,334.50 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from these grant revenues, to the Connecticut Ave NE & Vicinity Resiliency SDI Project (19207); and providing an effective date. (ECID Project No. 22033-110; Oracle No. 19207)

**EXPLANATION:** The proposed Shore Acres Resiliency Infrastructure Project is a crucial investment in mitigating flooding risks and adapting to rising sea levels, with a total estimated cost of approximately $15,748,669. Securing half of this funding through an FDEP grant, the initiative aims to bolster the community's resilience through various measures. These include enhancing stormwater conveyance capacity via the implementation of pump stations and box culverts, as well as raising low-lying intersections to combat recurrent flooding. Furthermore, the installation of backflow preventers will provide essential coastal flood control during high-tide events. These comprehensive improvements not only address immediate challenges but also align with the City's long-term vision for enhancing transportation infrastructure and ensuring the safety and well-being of Shore Acres residents.

The Shore Acres Resiliency Infrastructure Project represents a strategic approach to fortifying the community against the impacts of climate change, particularly flooding and sea-level rise. By prioritizing resilience and adaptation, the project not only addresses immediate challenges but also ensures the long-term sustainability and safety of Shore Acres, in alignment with the city's broader goals for climate resilience and infrastructure development.

*This grant, offered through the Florida Department of Environmental Protection Resilient Florida Program, will provide funds for the construction of the Shore Acres Resiliency Infrastructure project.*

*Contractor and A/E services will be provided for Council approval as separate Agreements.*

**RECOMMENDATION:** Administration recommends authorizing the Mayor or his designee to approve the Standard Grant Agreement between the State of Florida Department of Environmental Protection and the City of St. Petersburg, Florida ("City") for the City to receive funding through a cost-reimbursement basis grant in an amount not to exceed $7,874,334.50 for the St. Petersburg Shore Acres Resiliency Infrastructure Project; authorizing the Mayor or his designee to execute the Standard Grant Agreement and all other documents necessary to receive this funding; approving a supplemental appropriation in the amount of $7,874,334.50 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from these grant revenues, to the Connecticut Ave NE & Vicinity Resiliency SDI Project (19207); and providing an effective date. (ECID Project No. 22033-110; Oracle No. 19207)

**COST/FUNDING/ASSESSMENT INFORMATION:** A portion of the funding ($4,500,000) has been previously appropriated in the Stormwater Drainage Capital Projects Fund (4013), Connecticut Ave NE & Vicinity Resiliency SDI Project (19207). Additional funding will be available after the approval of a supplemental appropriation in the amount of $7,874,334.50 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from these grant revenues, to the Connecticut Ave NE & Vicinity Resiliency SDI Project (19207). The remainder of the City portion ($3,500,000) will be available in FY25 after City Council approval of the annual budget.

**ATTACHMENTS:** Resolution
Draft Grant Agreement with referenced Attachments

RESOLUTION NO. 2024-_____

A RESOLUTION APPROVING THE STANDARD GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") FOR THE CITY TO RECEIVE FUNDING THROUGH A COST-REIMBURSEMENT BASIS GRANT IN AN AMOUNT NOT TO EXCEED $7,874,334.50 FOR THE ST. PETERSBURG SHORE ACRES RESILIENCY INFRASTRUCTURE PROJECT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE STANDARD GRANT AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO RECEIVE THIS FUNDING; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $7,874,334.50 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE STORMWATER DRAINAGE CAPITAL PROJECTS FUND (4013), RESULTING FROM THESE GRANT REVENUES, TO THE CONNECTICUT AVE NE & VICINITY RESILIENCY SDI PROJECT (19207); AND PROVIDING AN EFFECTIVE DATE. (ECID PROJECT NO. 22033-110; ORACLE NO. 19207)

WHEREAS, the City applied for grant funding for the St. Petersburg Shore Acres Resiliency Infrastructure Project through the Florida Department of Environmental Protection Resilient Florida Program; and

WHEREAS, the Florida Department of Environmental Protection ("FDEP") has awarded the City funding in an amount not to exceed $7,874,334.50 through a cost reimbursement basis grant to be used for stormwater infrastructure improvements including installing box culverts, a stormwater pump station, backflow preventers, and regrading and elevating roadway segments and intersections; and

WHEREAS, in order to receive such funding, the City must enter into the standard grant agreement with the FDEP; 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 standard grant agreement between the State of Florida Department of Environmental Protection and the City of St. Petersburg, Florida ("City") for the City to receive funding through a cost-reimbursement basis grant in an amount not to exceed $7,874,334.50 for the St. Petersburg Shore Acres Resiliency Infrastructure Project is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the standard grant agreement and all other documents necessary to receive this funding.

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013) resulting from these grant revenues, the following supplemental appropriation for fiscal year 2024:

| | |
|---|---|
| Stormwater Drainage Capital Projects Fund (4013) | |
| Connecticut Ave NE & Vicinity Resiliency SDI Project (19207) | $7,874,334.50 |

This Resolution shall become effective immediately upon its adoption.

LEGAL:

00730598

DEPARTMENT:

BUDGET:

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **St. Petersburg Shore Acres Resiliency Infrastructure Project**
Agreement Number: **23FRP48**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of St. Petersburg** Entity Type: **Local Government**

Grantee Address: **P.O. Box 2842, St. Petersburg, Florida 33731-2842** FEID: **59-6000424** (Grantee)

3. Agreement Begin Date: **Upon Execution**
Date of Expiration: **9/30/2026**

4. Project Number: **23FRP48** *(If different from Agreement Number)*
Project Location(s): **Pinellas County**

Project Description: **The project will construct stormwater infrastructure improvements including installing box culverts, a stormwater pump station, backflow preventers, and regrading and elevating roadway segments and intersections**

5. Total Amount of Funding: **$ 7,874,335.00**

| Funding Source? | Award #s or Line Item Appropriations: | Amount per Source(s): |
|---|---|---|
| ☐ State ☒ Federal | **197-H 23** | $ **7,874,335.00** |
| ☐ State ☐ Federal | | $ |
| ☒ Grantee Match | | $ **7,874,335.00** |
| | Total Amount of Funding + Grantee Match, if any: | $ **15,748,670.00** |

6. Department's Grant Manager
Name: **Hanna Tillotson** or successor
Address: **Resilient Florida Program**
**2600 Blair Stone Road, MS235**
**Tallahassee, Florida 32399**
Phone: **850-245-7540**
Email: **Hanna.Tillotson@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Angela Miller** or successor
Address: **City of St. Petersburg**
**One 4th Street N**
**St. Petersburg, Florida, 33701**
Phone:
Email: **angela.miller@stpete.org**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ☒ Attachment 2: Special Terms and Conditions
- ☒ Attachment 3: Grant Work Plan
- ☒ Attachment 4: Public Records Requirements
- ☒ Attachment 5: Special Audit Requirements
- ☒ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
- ☒ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ☒ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ☒ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☒ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
- ☒ Additional Exhibits (if necessary): **Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, and Exhibit H: Contractual Services Certification**

| 8. | The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1): | |
|---|---|---|
| Federal Award Identification Number(s) (FAIN): | | **SLFRP0125** |
| Federal Award Date to Department: | | **2/6/2023** |
| Total Federal Funds Obligated by this Agreement: | | **$7,874,335** |
| Federal Awarding Agency: | | **U. S. Department of Treasury** |
| Award R&D? | | ☐ Yes ☒N/A |

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.**

**City of St. Petersburg** **GRANTEE**

By _____
(*Authorized Signature)* Date Signed

**Tom Greene**

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection** **DEPARTMENT**

By _____
Secretary or Designee Date Signed

**Alex Reed, Director of the Office of Resilience and Coastal Protection**

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

## ORCP Additional Signatures

_____

DEP Grant Manager, Hanna Tillotson

_____

DEP QC Reviewer, Charles Neuhauser

Grantee may add additional signatures below, if needed.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**STANDARD TERMS AND CONDITIONS**
**APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

**4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

**5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

**6. Acceptance of Deliverables.**

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

**7. Financial Consequences for Nonperformance.**

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

**8. Payment.**

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

g. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

h. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

i. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

j. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

k. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

**9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the

terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

**10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

**11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

**12. Insurance.**

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

**13. Termination.**

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

**14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

**15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;

b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;

c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;

d. Failure to honor any term of the Agreement;

e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;

f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

**16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

**17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

**18. Indemnification.**

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity;

may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.**

**This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.**

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**25. Investing in America**

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan

Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

**26. Scrutinized Companies.**

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

**27. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

**28. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

**29. Audits.**

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**30. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**31. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

**32. Subcontracting.**

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

**33. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**34. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**35. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**36. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**37. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**38. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**39. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the

Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**40. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Special Terms and Conditions**
**AGREEMENT NO. 23FRP48**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**
The Project funded under this Agreement is St. Petersburg Shore Acres Resiliency Infrastructure Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

**3. Payment Provisions.**
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

| Reimbursement | Match | Category |
|---|---|---|
| ☐ | ☐ | Salaries/Wages |
| | | Overhead/Indirect/General and Administrative Costs: |
| ☐ | ☐ | a. Fringe Benefits, N/A. |
| ☐ | ☐ | b. Indirect Costs, N/A. |
| ☒ | ☒ | Contractual (Subcontractors) |
| ☐ | ☐ | Travel, in accordance with Section 112, F.S. |
| ☐ | ☐ | Equipment |
| ☐ | ☐ | Rental/Lease of Equipment |
| ☐ | ☐ | Miscellaneous/Other Expenses |
| ☐ | ☐ | Land Acquisition |

**5. Equipment Purchase.**
No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**
There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**
The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $7,874,335 through cash or third party in-kind towards the project funded under this Agreement. The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

**8. Insurance Requirements**

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

| | |
|---|---|
| $200,000/300,000 | Automobile Liability for Company-Owned Vehicles, if applicable |
| $200,000/300,000 | Hired and Non-owned Automobile Liability Coverage |

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

**9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

**11. Subcontracting.**

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

**12. State-owned Land.**

The work will not be performed on State-owned land.

**13. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

**14. Common Carrier.**

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section

908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**15. Additional Terms.**

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**GRANT WORK PLAN**
**AGREEMENT NO. 23FRP48**

**ATTACHMENT 3**

**PROJECT TITLE:** St. Petersburg Shore Acres Resiliency Infrastructure Project

**PROJECT LOCATION:** The Project is located in the City of St. Petersburg within Pinellas County, Florida.

**PROJECT DESCRIPTION:**
The City of St. Petersburg (Grantee) will implement the St. Petersburg Shore Acres Resiliency Infrastructure Project (Project). The project will increase stormwater conveyance in the Shore Acres Neighborhood with the construction of stormwater infrastructure improvements including installing box culverts, a stormwater pump station, backflow preventers, and regrading and elevating approximately 55,000 linear feet of roadway segments and intersections. The Project aims to address the daily high tide nuisance flooding accounting for sea level rise up to the year 2050. Additionally, the improvements are designed to maintain roadway level of service for a 10-year 24-hour rainfall event compounded with high tide SLR flooding.

**TASKS AND DELIVERABLES:**

**Task 1 - Sea Level Impact Projection (SLIP) Study Report**

**Description:** The Grantee will submit a SLIP study report, if applicable, pursuant to the relevant Florida Statute (F.S.; s. 161.551, F.S., before July 1, 2024, and s. 380.0937, F.S., thereafter) and Chapter 62S-7, Florida Administrative Code (F.A.C.). The SLIP study report must be submitted to the Department, approved, and published for at least 30 days before construction begins. This will inform the project owner about the potential effects of sea level rise and coastal flooding on the structure so they can use this information in project planning and adaptation. Visit the SLIP tool website (Florida SLIP Tool) for more information.

**Deliverables:** The Grantee will submit:

- **1.1:** Published SLIP Study Report and the confirmation email stating the report was published on the Department's website for no less than thirty (30) days before construction commences. **This is a no cost deliverable.**

**Task 2: Construction**

**Description:** The Grantee will construct box culverts, stormwater pump station, backflow preventers, and regrading and elevating roadway in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Project Management activities may include field engineering services, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision. Construction shall be conducted in accordance with all local, state, and federal permits.

**Deliverables:** The Grantee will submit:

- **2.1:** List of permit type, number, and issuing entity for all local, state, and federal permits required for the Project;
- **2.2:** A copy of the final design and record (as-built) drawings;
- **2.3:** A Certificate of Completion signed by a Florida-registered Professional Engineer;
- **2.4:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent; and
- **2.5:** Quarterly Project management reports signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of project, to include:
    - A summary of project and site inspection(s);
    - Meeting minutes to all attended meetings; and
    - Field notes

**PERFORMANCE MEASURES:** The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

**CONSEQUENCES FOR NON-PERFORMANCE:** For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

**PAYMENT REQUEST SCHEDULE:** Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

**PROJECT TIMELINE AND BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

| Task No. | Task Title | Budget Category | DEP Amount | Match Amount | Total Amount | Task Start Date | Task Due Date |
|---|---|---|---|---|---|---|---|
| 1 | Sea Level Impact Projection (SLIP) study report | No-Cost Deliverable | $ 0 | $ 0 | $ 0 | Upon Execution | 30 days before commencing construction |
| 2 | Construction | Contractual Services | **$ 7,874,334.50** | **$ 7,874,334.50** | **$ 15,748,669.00** | Upon Execution | 06/30/2026 |
| Total: | | | **$ 7,874,334.50** | **$ 7,874,334.50** | **$ 15,748,669.00** | | |

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Public Records Requirements**

**Attachment 4**

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** **(850) 245-2118**
**Email:** public.services@floridadep.gov
**Mailing Address:** **Department of Environmental Protection**
**ATTN: Office of Ombudsman and Public Services**
**Public Records Request**
**3900 Commonwealth Boulevard, MS 49**
**Tallahassee, Florida 32399**

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Special Audit Requirements**
**(State and Federal Financial Assistance)**

## Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 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 recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

**PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, 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.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient 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), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its 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 non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

**PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

**PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
**Audit Director**
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
**Audit Director**
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

**PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

| **Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:** | | | | | |
|---|---|---|---|---|---|
| **Federal Program A** | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| Original Agreement | U.S. Department of Treasury | 21.027 | SLFRF0125 | $7,874,335.00 | 197-H23 |
| | | | | | |
| | | | | | |
| **Federal Program B** | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | $ | |
| | | | | | |
| | | | | | |

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

| | | |
|---|---|---|
| **Federal Program A** | First Compliance requirement: i.e.: (what services of purposes resources must be used for) | |
| | Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources) | |
| | Etc. | |
| | Etc. | |
| **Federal Program B** | First Compliance requirement: i.e.: (what services of purposes resources must be used for) | |
| | Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources) | |
| | Etc. | |
| | Etc. | |

*Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.*

| **State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:** | | | | | |
|---|---|---|---|---|---|
| **Federal Program A** | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | | |
| | | | | | |
| **Federal Program B** | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | | |
| | | | | | |

*Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.*

| **State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:** | | | | | | |
|---|---|---|---|---|---|---|
| **State Program A** | State Awarding Agency | State Fiscal Year[1] | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| | | | | | | |
| | | | | | | |
| **State Program B** | State Awarding Agency | State Fiscal Year[2] | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| | | | | | | |
| | | | | | | |

| | | |
|---|---|---|
| Total Award | $7,874,335.00 | |

*Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.*

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**PROGRAM-SPECIFIC REQUIREMENTS**
**RESILIENT FLORIDA PROGRAM**

**ATTACHMENT 6**

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.

2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.

3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.

4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:

   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.

6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

   The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.

10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).

11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

# ATTACHMENT 8
# Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

## 2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. Disallow (that is, 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.
C. Wholly or partly suspend or terminate this Contract.
D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
   i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non- Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean air Act (42 U.S. C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of $100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control

Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding $100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:
https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

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

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as partof any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

**ADMINISTRATIVE**

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
B. Procure a commercial sex act during the period of time that the award is in effect; or
C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

**COMPLIANCE WITH ASSURANCES**

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

**FEDERAL REPORTING REQUIREMENTS**

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

**DEPARTMENT OF TREASURY-SPECIFIC**

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative descripting the recipient's compliance with Title VI, along with other questions and assurances.

**SLFRF-SPECIFIC**

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

**SLFRF INFRASTRUCTURE PROJECTS**

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

i. Projected/actual construction start date (month/year)
ii. Projected/actual initiation of operation date (month/year)
iii. Location details

**SLFRF INFRASTRUCTURE PROJECTS OVER $10 MILLION**

For infrastructure projects over $10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

i. The number of employees of contractors and sub-contractors working on the project;
ii. The number of employees on the project hired directly and hired through a third party;
iii. The wages and benefits of workers on the project by classification; and
iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project

workforce continuity plan, detailing:

i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;

iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associatedwith workplace illnesses, injuries, and fatalities;

iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and

v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

**SLFRF WATER & SEWER PROJECTS**

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as appliable:

i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund

ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**RESILIENT FLORIDA GRANT PROGRAM**
**EXHIBIT A**
**PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**RESILIENT FLORIDA GRANT PROGRAM**
**EXHIBIT C**
**PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

**EXHIBIT F**

**DEP AGREEMENT NO. 23FRP48**

# ST. PETERSBURG SHORE ACRES RESILIENCY INFRASTRUCTURE PROJECT

**City of St. Petersburg**

**Final Project Report**

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

**Part I. Executive Summary**

**Part II. Methodology**

**Part III. Outcome**

*Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.*

**Part IV. Further Recommendations**

**Instructions for completing Exhibit F Final Project Report Form:**

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

**Florida Department of Environmental Protection**

**EXHIBIT G**

**PHOTOGRAPHER RELEASE FORM**
**FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

**DEP AGREEMENT NO: 23FRP48**

## RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

**Owner/Submitter's Name:** _____

**Address:** _____

**City:** _____ **State:** _____ **Zip:** _____

**Phone Number:** (_____) _____ **Email:** _____

**License and Indemnification**

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

**I have read and understand the terms of this release.**

**Owner signature:** _____ **Date:** _____

**Photo/video/audio/artwork/recording file name(s):** _____

**Location of photo/video/audio recording/artwork:** _____

**Name of person accepting Work submission** _____

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**RESILIENT FLORIDA GRANT PROGRAM**
**CONTRACTUAL SERVICES CERTIFICATION**

**Exhibit H**

*Required for all grant agreements that include Contractual Services as an expenditure category.*

DEP Agreement Number: 23FRP48

Project Title: St. Petersburg Shore Acres Resiliency Infrastructure Project

Grantee: City of St. Petersburg

---

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

---

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

# COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
# (PUR 1808)

## Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

_____ is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature: Date:

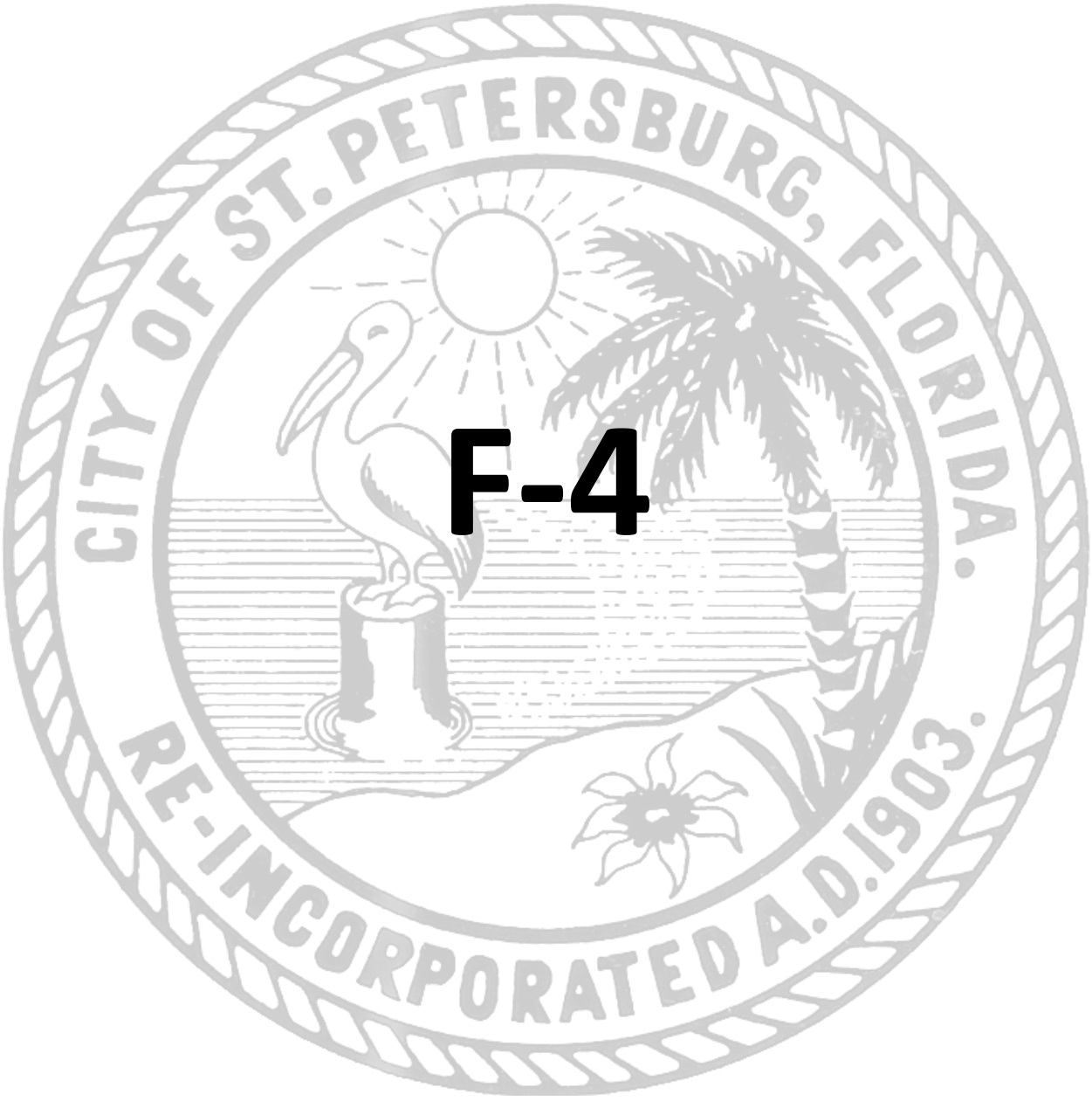
| | | |
|---|---|---|
| -- City of St. Petersburg Authorization Request --<br>**General Authorization** | | **Request #**<br>261070 |

| | | | | | |
|---|---|---|---|---|---|
| Name: | Johnson, Sarah B | Request Date: | 07-MAR-2024 | Status: | APPROVED |

| **Authorization Request** | |
|---|---|
| Subject: | Council Approval - 3/21 |
| Message: | 22033-110 - Conn Ave SDI - DEP Grant Agreement |
| Supporting Documentation: | Conn Ave SDI - DEP Grant Agreement - Final.pdf |

| | Approver | Completed By | Response | Response Date | Type |
|---|---|---|---|---|---|
| 0 | Johnson, Sarah B | | SUBMITTED | 07-MAR-2024 | |
| 1 | Prayman, Brejesh B | Prayman, Brejesh B | APPROVE | 07-MAR-2024 | User Defined |
| 2 | Wahl, Margaret Brown | Wahl, Margaret Brown | APPROVE | 07-MAR-2024 | User Defined |
| 3 | Tankersley, Claude Duval | Tankersley, Claude Duval | APPROVE | 07-MAR-2024 | User Defined |

The following page(s) contain the backup material for Agenda Item: A Resolution approving the Standard Grant Agreement between the State of Florida Department of Environmental Protection and the City of St. Petersburg, Florida ("City") for the City to receive funding through a cost-reimbursement basis grant in an amount not to exceed $900,000 for the City of St. Petersburg Basin C Resiliency Salt Creek Conveyance Improvements Project; authorizing the Mayor or his designee to execute the Standard Grant Agreement and all other documents necessary to receive this funding; approving a supplemental appropriation in the amount of $550,000 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from these grant revenues, to the MLK Channel Improvements Project (19212); and providing an effective date. (ECID Project No. 24103-130; Oracle No. 19212)
Please scroll down to view the backup material.




# F-4

**ST. PETERSBURG CITY COUNCIL**

**Report**

Meeting of March 21, 2024

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

**SUBJECT:** A Resolution approving the Standard Grant Agreement between the State of Florida Department of Environmental Protection and the City of St. Petersburg, Florida ("City") for the City to receive funding through a cost-reimbursement basis grant in an amount not to exceed $900,000 for the City of St. Petersburg Basin C Resiliency Salt Creek Conveyance Improvements Project; authorizing the Mayor or his designee to execute the Standard Grant Agreement and all other documents necessary to receive this funding; approving a supplemental appropriation in the amount of $550,000 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from these grant revenues, to the MLK Channel Improvements Project (19212); and providing an effective date. (ECID Project No. 24103-130; Oracle No. 19212)

**EXPLANATION:** The City of St. Petersburg is poised to undertake a critical infrastructure project aimed at mitigating flooding risks within Basin C (Lake Maggiore Basin). This initiative, prioritized within the City's Capital Improvements Plan, focuses on constructing the Basin C Resiliency Salt Creek Conveyance Improvements Project, which is located upstream of Barlett Lake (between 7th St. S and 22nd Ave. S). The City of St. Petersburg as Grantee will conduct this project to remove years of built-up sediment, widen the creek side slopes and restabilize to increase capacity of the system that conveys water from Lake Maggiore to Tampa Bay. This increased capacity will greatly reduce the frequency and volume of flooding in local communities surrounding Salt Creek. The expected cost of the project is over $1,800,000, half of which will be funded by the FDEP grant.

The proposed Basin C Resiliency Salt Creek Conveyance Improvements project represents a strategic investment in safeguarding St. Petersburg's communities against flooding vulnerabilities. With an increased capacity designed to manage stormwater effectively and reduce flooding, the project underscores the City's commitment to resilience and risk mitigation. By securing funding support from an FDEP grant, covering half of the project's estimated cost, the City demonstrates its dedication to proactive infrastructure development.

*The grant-funded Basin C Resiliency Salt Creek Conveyance Improvements project will undertake construction for the widening of a narrow portion of Salt Creek to mitigate localized flooding.*

*Contractor and A/E services will be provided for Council approval as separate Agreements.*

**RECOMMENDATION:** Administration recommends authorizing the Mayor or his designee to approve the Standard Grant Agreement between the State of Florida Department of Environmental Protection and the City of St. Petersburg, Florida ("City") for the City to receive funding through a cost-reimbursement basis grant in an amount not to exceed $900,000 for the City of St. Petersburg Basin C Resiliency Salt Creek Conveyance Improvements Project; authorizing the Mayor or his designee to execute the Standard Grant Agreement and all other documents necessary to receive this funding; approving a supplemental appropriation in the amount of $550,000 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from these grant revenues, to the MLK

Channel Improvements Project (19212); and providing an effective date. (ECID Project No. 24103-130; Oracle No. 19212)

**COST/FUNDING/ASSESSMENT INFORMATION:** A portion of the funding($1,250,000) has been previously appropriated in the Stormwater Drainage Capital Projects Fund (4013), MLK Channel Improvements Project (19212). Additional funding will be available after the approval of a supplemental appropriation in the amount of $550,000 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from these grant revenues, to the MLK Channel Improvements Project (19212).

**ATTACHMENTS:** Resolution
Draft Grant Agreement with referenced Attachments

RESOLUTION NO. 2024-_____

A RESOLUTION APPROVING THE STANDARD GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") FOR THE CITY TO RECEIVE FUNDING THROUGH A COST-REIMBURSEMENT BASIS GRANT IN AN AMOUNT NOT TO EXCEED $900,000 FOR THE CITY OF ST. PETERSBURG BASIN C RESILIENCY SALT CREEK CONVEYANCE IMPROVEMENTS PROJECT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE STANDARD GRANT AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO RECEIVE THIS FUNDING; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $550,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE STORMWATER DRAINAGE CAPITAL PROJECTS FUND (4013), RESULTING FROM THESE GRANT REVENUES, TO THE MLK CHANNEL IMPROVEMENTS PROJECT (19212); AND PROVIDING AN EFFECTIVE DATE. (ECID PROJECT NO. 24103-130; ORACLE NO. 19212)

WHEREAS, the City applied for grant funding for the City of St. Petersburg Basin C Resiliency Salt Creek Conveyance Improvements Project through the Florida Department of Environmental Protection Resilient Florida Program; and

WHEREAS, the Florida Department of Environmental Protection ("FDEP") has awarded the City funding in an amount not to exceed $900,000 through a cost reimbursement basis grant to be used for the design, permitting, and construction of improvements to the conveyance capacity of an existing channel by expanding it and connecting it to the existing storm sewer pipes to provide increased flood protection; and

WHEREAS, in order to receive such funding, the City must enter into the standard grant agreement with the FDEP; 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 standard grant agreement between the State of Florida Department of Environmental Protection and the City of St. Petersburg, Florida ("City") for the City to receive funding through a cost-reimbursement basis grant in an amount not to exceed $900,000 for the City of St. Petersburg Basin C Resiliency Salt Creek Conveyance Improvements Project is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the standard grant agreement and all other documents necessary to receive this funding.

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013) resulting from these grant revenues, the following supplemental appropriation for fiscal year 2024:

| | |
|---|---|
| Stormwater Drainage Capital Projects Fund (4013) | |
| MLK Channel Improvements Project (19212) | $550,000 |

This Resolution shall become effective immediately upon its adoption.

LEGAL:

00730591

DEPARTMENT:

BUDGET:

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): Agreement Number:

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: Entity Type:

Grantee Address: FEID:

(Grantee)

3. Agreement Begin Date: Date of Expiration:

4. Project Number: *(If different from Agreement Number)* Project Location(s):

Project Description:

5. Total Amount of Funding:

| Funding Source? | Award #s or Line Item Appropriations: | Amount per Source(s): |
|---|---|---|
| ☐ State ☐Federal | | $ |
| ☐ State ☐Federal | | $ |
| ☐ Grantee Match | | $ |
| | Total Amount of Funding + Grantee Match, if any: | $ |

6. Department's Grant Manager

Name: _____ or successor

Address: _____

_____

_____

Phone: _____

Email: _____

Grantee's Grant Manager

Name: _____ or successor

Address: _____

_____

_____

Phone: _____

Email: _____

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

| |
|---|
| ☐ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements |
| ☐ Attachment 2: Special Terms and Conditions |
| ☐ Attachment 3: Grant Work Plan |
| ☐ Attachment 4: Public Records Requirements |
| ☐ Attachment 5: Special Audit Requirements |
| ☐ Attachment 6: Program-Specific Requirements |
| ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S. |
| ☐ Attachment 8: Federal Regulations and Terms (Federal) |
| ☐ Additional Attachments (if necessary): |
| ☐ Exhibit A: Progress Report Form |
| ☐ Exhibit B: Property Reporting Form |
| ☐ Exhibit C: Payment Request Summary Form |
| ☐ Exhibit D: Quality Assurance Requirements |
| ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo |
| ☐ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808 |
| ☐ Additional Exhibits (if necessary): |

| 8. | The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1): |
|---|---|
| Federal Award Identification Number(s) (FAIN): | |
| Federal Award Date to Department: | |
| Total Federal Funds Obligated by this Agreement: | |
| Federal Awarding Agency: | |
| Award R&D? | ☐ Yes ☐N/A |

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.**

**GRANTEE**

By _____

(*Authorized Signature)* Date Signed

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection** **DEPARTMENT**

By _____

Secretary or Designee Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

ORCP Additional Signatures

_____
DEP Grant Manager, Matthew Behnke

_____
DEP QC Reviewer, Hanna Tillotson

Grantee may add additional signatures below, if needed.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**STANDARD TERMS AND CONDITIONS**
**APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

**4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

**5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

**6. Acceptance of Deliverables.**

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

**7. Financial Consequences for Nonperformance.**

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

**8. Payment.**

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

**9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

**10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

**11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

**12. Insurance.**

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

**13. Termination.**

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

**14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

**15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

**16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

**17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

**18. Indemnification.**

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
    i. Public Entity Crime. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.**
**This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.**

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**25. Investing in America**

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

**26. Scrutinized Companies.**

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

**27. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

**28. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

**29. Audits.**

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

   i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**30. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**31. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

**32. Subcontracting.**

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

**33. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**34. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**35. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**36. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**37. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**38. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**39. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**40. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Special Terms and Conditions**
**AGREEMENT NO. 24SRP20**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**
The Project funded under this Agreement is City of St. Petersburg Basin C Resiliency Salt Creek Conveyance Improvements. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

**3. Payment Provisions.**
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

| Reimbursement | Match | Category |
|---|---|---|
| ☐ | ☐ | Salaries/Wages |
| | | Overhead/Indirect/General and Administrative Costs: |
| ☐ | ☐ | a. Fringe Benefits, N/A. |
| ☐ | ☐ | b. Indirect Costs, N/A. |
| ☒ | ☒ | Contractual (Subcontractors) |
| ☐ | ☐ | Travel, in accordance with Section 112, F.S. |
| ☐ | ☐ | Equipment |
| ☐ | ☐ | Rental/Lease of Equipment |
| ☐ | ☐ | Miscellaneous/Other Expenses |
| ☐ | ☐ | Land Acquisition |

**5. Equipment Purchase.**
No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**
There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**
The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $900,000.00 through cash or third party in-kind towards the work funded under this Agreement.
The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.
If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

**8. Insurance Requirements**

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Comprehensive General Liability Insurance.
The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be $200,000 for each person and $300,000 per occurrence.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

| | |
|---|---|
| $200,000/300,000 | Automobile Liability for Company-Owned Vehicles, if applicable |
| $200,000/300,000 | Hired and Non-owned Automobile Liability Coverage |

c. Workers' Compensation.
The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

**9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

**11. Subcontracting.**

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

**12. State-owned Land.**

The work will not be performed on State-owned land.

**13. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

**14. Common Carrier.**

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**15. Additional Terms.**

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**GRANT WORK PLAN**
**AGREEMENT NO. 24SRP20**

**ATTACHMENT 3**

**PROJECT TITLE:** City of St. Petersburg Basin C Resiliency Salt Creek Conveyance Improvements

**PROJECT LOCATION:** The Project is located in the City of St. Petersburg within Pinellas County, Florida.

**PROJECT DESCRIPTION:**
The City of St. Petersburg Basin C Resiliency Salt Creek Conveyance Improvements project consists of improving the conveyance capacity of an existing channel between 22nd Ave South and 7th St South by widening it to 50 feet from top-of-bank to top-of-bank with 4H:1V side slopes for approximately 1,150 LF as well as expanding and connecting existing storm sewer pipes from 24th Avenue South and 23rd Avenue South to the channel.

**TASKS AND DELIVERABLES:**

**Task 1: Sea Level Impact Projection (SLIP) Study Report**

**Description:** The Grantee will submit a SLIP study report, if applicable, pursuant to the relevant Florida Statute (F.S.; s. 161.551, F.S., before July 1, 2024, and s. 380.0937, F.S., thereafter) and Chapter 62S-7, Florida Administrative Code (F.A.C.). The SLIP study report must be submitted to the Department, approved, and published for at least 30 days before construction begins. This will inform the project owner about the potential effects of sea level rise and coastal flooding on the structure so they can use this information in project planning and adaptation. Visit the SLIP tool website (Florida SLIP Tool) for more information.

**Deliverables:** The Grantee will submit:

- **1.1:** Published SLIP Study Report and the confirmation email stating the report was published on the Department's website for no less than thirty (30) days before construction commences. **This is a no cost deliverable.**

**Task 2: Construction**

**Description:** The Grantee will perform the widening of the existing channel and the expansion and connection of existing storm sewer piping in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Project Management activities may include field engineering services, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision. Construction shall be conducted in accordance with all local, state, and federal permits.

**Deliverables:** The Grantee will submit:

- **2.1:** List of permit type, number, and issuing entity for all local, state, and federal permits required for the Project;
- **2.2:** A copy of the record (as-built) drawings;

- **2.3:** A Certificate of Completion signed by a Florida-registered Professional Engineer;
- **2.4:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent; and
- **2. 5:** Quarterly Project management reports signed by a Florida-registered Professional Engineer, to include:
    - A summary of project and site inspection(s);
    - Meeting minutes to all attended meetings; and
    - Field notes

**PERFORMANCE MEASURES:** The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

**CONSEQUENCES FOR NON-PERFORMANCE:** For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

**PAYMENT REQUEST SCHEDULE:** Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

**PROJECT TIMELINE AND BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

| Task No. | Task Title | Budget Category | DEP Amount | Match Amount | Total Amount | Task Start Date | Task Due Date |
|---|---|---|---|---|---|---|---|
| 1 | Sea Level Impact Projection (SLIP) study report | No-Cost Deliverable | $ 0 | $ 0 | $ 0 | Upon Execution | 30 days before commencing construction |
| 2 | Construction | Contractual Services | $ 900,000 | $ 900,000 | $ 1,800,000 | 7/1/2023 | 3/31/2026 |
| | | Total: | **$ 900,000** | **$ 900,000** | **$ 1,800,000** | | |

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Public Records Requirements**

**Attachment 4**

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** **(850) 245-2118**
**Email:** public.services@floridadep.gov
**Mailing Address:** **Department of Environmental Protection**
**ATTN: Office of Ombudsman and Public Services**
**Public Records Request**
**3900 Commonwealth Boulevard, MS 49**
**Tallahassee, Florida 32399**

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Special Audit Requirements**
**(State and Federal Financial Assistance)**

## Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 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 recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

**PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, 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.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient 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), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its 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 non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

**PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

**PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
**Audit Director**
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
**Audit Director**
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

**PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

| **Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:** | | | | | |
|---|---|---|---|---|---|
| **Federal Program A** | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | $ | |
| | | | | | |
| | | | | | |
| **Federal Program B** | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | $ | |
| | | | | | |
| | | | | | |

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

| | | |
|---|---|---|
| **Federal Program A** | First Compliance requirement: i.e.: (what services of purposes resources must be used for) | |
| | Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources) | |
| | Etc. | |
| | Etc. | |
| **Federal Program B** | First Compliance requirement: i.e.: (what services of purposes resources must be used for) | |
| | Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources) | |
| | Etc. | |
| | Etc. | |

*Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.*

| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs: | | | | | |
|---|---|---|---|---|---|
| **Federal Program A** | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | | |
| | | | | | |
| **Federal Program B** | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | | |
| | | | | | |

*Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.*

| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.: | | | | | | |
|---|---|---|---|---|---|---|
| **State Program A** | State Awarding Agency | State Fiscal Year[1] | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| **Original Agreement** | Florida Department of Environmental Protection | FY 23.24 | 37.098 | Resilient Florida Programs | $900,000.00 | 140065 |
| | | | | | | |
| **State Program B** | State Awarding Agency | State Fiscal Year[2] | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| | | | | | | |
| | | | | | | |

| | | |
|---|---|---|
| Total Award | $900,000.00 | |

*Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.*

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**PROGRAM-SPECIFIC REQUIREMENTS**
**RESILIENT FLORIDA PROGRAM**

**ATTACHMENT 6**

1. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to the relevant Florida Statute (s. 161.551, *Florida Statutes* (F.S.), before July 1, 2024; s. 380.0937, F.S., beginning July 1, 2024, and thereafter), the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the then-current standards and criteria indicated in Chapter 62S-7, *Florida Administrative Code*.

2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.

3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.

4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:

    a. The copyright in any work developed under this Agreement; and
    b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

5. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

    "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements,

findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.

10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).

11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**RESILIENT FLORIDA GRANT PROGRAM**
**EXHIBIT A**
**PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**RESILIENT FLORIDA GRANT PROGRAM**
**EXHIBIT C**
**PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

**EXHIBIT F**

**DEP AGREEMENT NO. 24SRP20**

# CITY OF ST. PETERSBURG BASIN C RESILIENCY SALT CREEK CONEYANCE IMPROVEMENTS

**City of St. Petersburg**

**Final Project Report**

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

**Part I. Executive Summary**

**Part II. Methodology**

**Part III. Outcome**

*Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.*

**Part IV. Further Recommendations**

**Instructions for completing Exhibit F Final Project Report Form:**

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

**Florida Department of Environmental Protection**

**EXHIBIT G**

**PHOTOGRAPHER RELEASE FORM**
**FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

**DEP AGREEMENT NO: 24SRP20**

## RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

**Owner/Submitter's Name:** _____

**Address:** _____

**City:** _____ **State:** _____ **Zip:** _____

**Phone Number:** (_____) _____ **Email:** _____

**License and Indemnification**

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

**I have read and understand the terms of this release.**

**Owner signature:** _____ **Date:** _____

**Photo/video/audio/artwork/recording file name(s):** _____

**Location of photo/video/audio recording/artwork:** _____

**Name of person accepting Work submission** _____

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**RESILIENT FLORIDA GRANT PROGRAM**
**CONTRACTUAL SERVICES CERTIFICATION**

**Exhibit H**

*Required for all grant agreements that include Contractual Services as an expenditure category.*

DEP Agreement Number:

Project Title:

Grantee:

---

Subcontractor: _____

*Note: Submit separate Exhibit H Certification for each additional subcontractor.*

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

---

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

# COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
# (PUR 1808)

## Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

The City of St Petersburg is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Thomas A. Greene

Title: Assistant City Administrator

Signature: Digitally signed by Tom Greene Date: 2023.08.18 16:33:55 -04'00'

Date: 8/18/2023

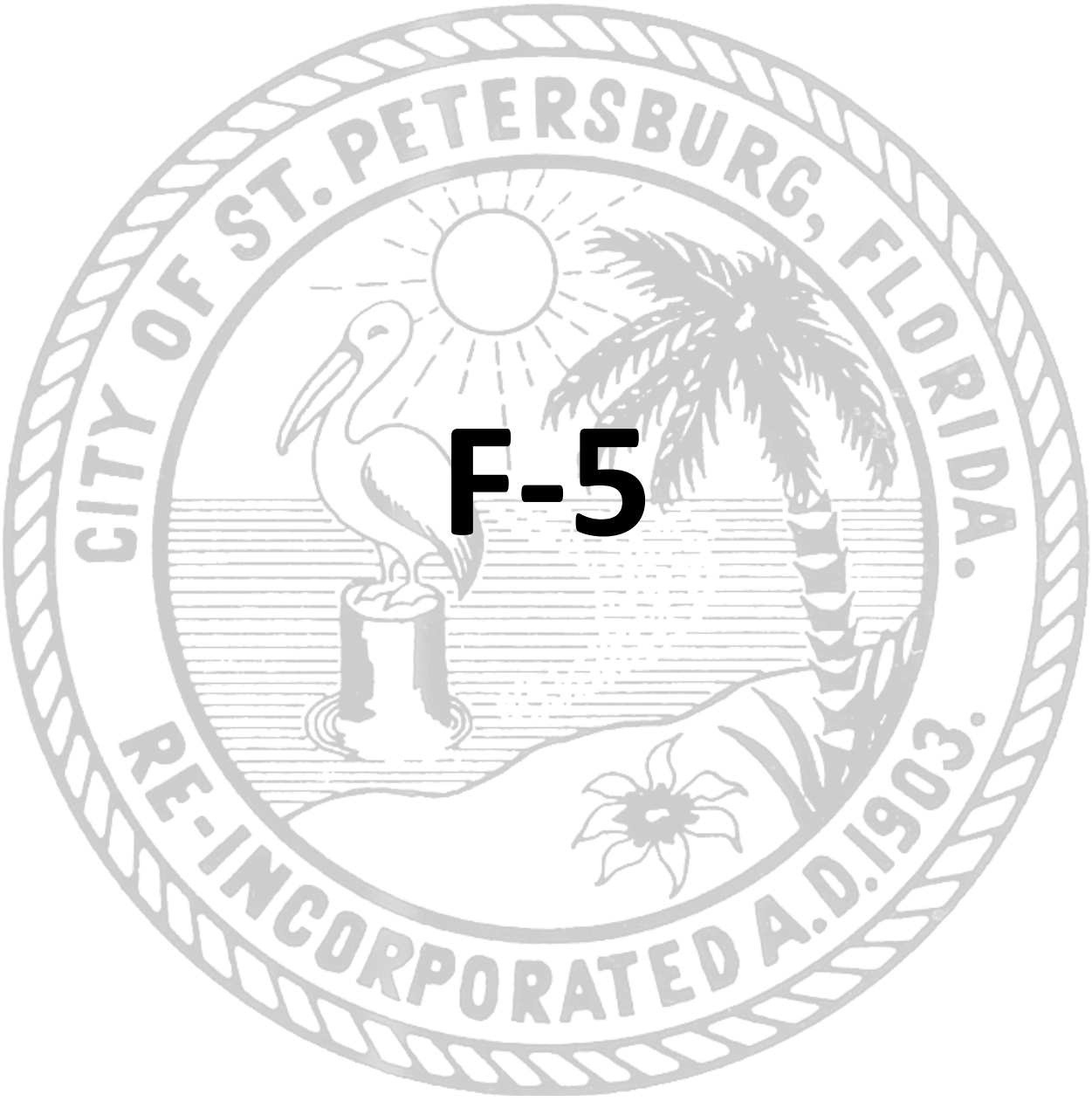
| | | |
|---|---|---|
| -- City of St. Petersburg Authorization Request --<br>**General Authorization** | | **Request #**<br>261032 |

| | | | | | |
|---|---|---|---|---|---|
| Name: | Johnson, Sarah B | Request Date: | 07-MAR-2024 | Status: | APPROVED |

| **Authorization Request** | |
|---|---|
| Subject: | Council Approval - 3/21 |
| Message: | 24103-130 - Basin C Conveyance - DEP Grant Agreement |
| Supporting Documentation: | Basin C Conveyance - DEP Grant Agreement - Final.pdf |

| | Approver | Completed By | Response | Response Date | Type |
|---|---|---|---|---|---|
| 0 | Johnson, Sarah B | | SUBMITTED | 07-MAR-2024 | |
| 1 | Prayman, Brejesh B | Prayman, Brejesh B | APPROVE | 07-MAR-2024 | User Defined |
| 2 | Wahl, Margaret Brown | Wahl, Margaret Brown | APPROVE | 07-MAR-2024 | User Defined |
| 3 | Tankersley, Claude Duval | Tankersley, Claude Duval | APPROVE | 07-MAR-2024 | User Defined |

The following page(s) contain the backup material for Agenda Item: A Resolution approving the Standard Grant Agreement between the State of Florida Department of Environmental Protection and the City of St. Petersburg, Florida ("City") for the City to receive funding through a cost-reimbursement basis grant in an amount not to exceed $10,675,000 for the City of St. Petersburg Basin C Resiliency Salt Creek Outfall Pump Station Project; authorizing the Mayor or his designee to execute the Standard Grant Agreement and all other documents necessary to receive this funding; approving a supplemental appropriation in the amount of $10,675,000 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from these grant revenues, to the Bartlett Lake/Salt Creek Pump Station Project (19206); and providing an effective date. (ECID Project No. 24104-130; Oracle No. 19206)
Please scroll down to view the backup material.




# F-5

**ST. PETERSBURG CITY COUNCIL**

**Report**

Meeting of March 21, 2024

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

**SUBJECT:** A Resolution approving the Standard Grant Agreement between the State of Florida Department of Environmental Protection and the City of St. Petersburg, Florida ("City") for the City to receive funding through a cost-reimbursement basis grant in an amount not to exceed $10,675,000 for the City of St. Petersburg Basin C Resiliency Salt Creek Outfall Pump Station Project; authorizing the Mayor or his designee to execute the Standard Grant Agreement and all other documents necessary to receive this funding; approving a supplemental appropriation in the amount of $10,675,000 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from these grant revenues, to the Bartlett Lake/Salt Creek Pump Station Project (19206); and providing an effective date. (ECID Project No. 24104-130; Oracle No. 19206)

**EXPLANATION:** The City of St. Petersburg ("City") will conduct a critical infrastructure project aimed at mitigating flooding risks within Basin C (Lake Maggiore Basin). This initiative, prioritized within the City's Capital Improvements Plan, focuses on constructing the Basin C Resiliency Salt Creek Outfall Pump Station. The Engineering & Capital Improvements Department ("ECID") obtained a FDEP grant which will fund approximately half the cost of these improvements which aims to bolster the community's resilience through various measures. Anticipated costs for this project are estimated to be $21,350,000 of which $10,675,000 will be funded by this FDEP grant.

The project scope includes a new pump station, which will have a capacity of approximately 145 million gallons per day, supported by a 66-inch force main. Through optimized operational conditions, including dual pumps to accommodate various storm intensities, the project aims to enhance resilience against flooding events.

The proposed Basin C Resiliency Salt Creek Outfall Pump Station project represents a strategic investment in safeguarding St. Petersburg's communities against flooding vulnerabilities. With a robust capacity designed to manage stormwater effectively, including provisions for major storm events and smaller storm intensities, the project underscores the City's commitment to resilience and risk mitigation. By securing funding support from an FDEP grant, covering half of the project's estimated cost, the City demonstrates its dedication to proactive infrastructure development and resiliency.

*This grant, through the Florida Department of Environmental Protection Resilient Florida Program, will provide funds for the design and construction of the Basin C Resiliency Salt Creek Outfall Pump Station project.*

*Contractor and A/E services will be provided for Council approval as separate Agreements.*

**RECOMMENDATION:** Administration recommends authorizing the Mayor or his designee to approve the Standard Grant Agreement between the State of Florida Department of Environmental Protection and the City of St. Petersburg, Florida ("City") for the City to receive funding through a cost-reimbursement basis grant in an amount not to exceed $10,675,000 for the City of St. Petersburg Basin C Resiliency Salt Creek Outfall Pump Station Project; authorizing the Mayor or his designee to execute the

Standard Grant Agreement and all other documents necessary to receive this funding; approving a supplemental appropriation in the amount of $10,675,000 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from these grant revenues, to the Bartlett Lake/Salt Creek Pump Station Project (19206); and providing an effective date. (ECID Project No. 24104-130; Oracle No. 19206)

**COST/FUNDING/ASSESSMENT INFORMATION:** A portion of the funding ($1,200,000) has been previously appropriated in the Stormwater Drainage Capital Projects Fund (4013), Bartlett Lake/Salt Creek Pump Station Project (19206). Additional funding will be available after the approval of a supplemental appropriation in the amount of $10,675,000 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from these grant revenues, to the Bartlett Lake/Salt Creek Pump Station Project (19206). The remainder of the City funding for this project ($9,475,000) is programmed in the Recommended Multi-Year Capital Improvement Program and will be available subject to City Council approval of the annual budget.

**ATTACHMENTS:** Resolution
Draft Grant Agreement with referenced Attachments

RESOLUTION NO. 2024-_____

A RESOLUTION APPROVING THE STANDARD GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") FOR THE CITY TO RECEIVE FUNDING THROUGH A COST-REIMBURSEMENT BASIS GRANT IN AN AMOUNT NOT TO EXCEED $10,675,000 FOR THE CITY OF ST. PETERSBURG BASIN C RESILIENCY SALT CREEK OUTFALL PUMP STATION PROJECT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE STANDARD GRANT AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO RECEIVE THIS FUNDING; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $10,675,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE STORMWATER DRAINAGE CAPITAL PROJECTS FUND (4013), RESULTING FROM THESE GRANT REVENUES, TO THE BARTLETT LAKE/SALT CREEK PUMP STATION PROJECT (19206); AND PROVIDING AN EFFECTIVE DATE. (ECID PROJECT NO. 24104-130; ORACLE NO. 19206)

WHEREAS, the City applied for grant funding for the City of St. Petersburg Basin C Resiliency Salt Creek Outfall Pump Station Project through the Florida Department of Environmental Protection Resilient Florida Program; and

WHEREAS, the Florida Department of Environmental Protection ("FDEP") has awarded the City funding in an amount not to exceed $10,675,000 through a cost reimbursement basis grant to be used for the construction of a pump station with approximately 145 million gallons a day capacity and a 66-inch force main to discharge +/-270 cubic feet per second located on a vacant parcel north of Bartlett Park at the intersection of 18th Avenue South and 4th Street North; and

WHEREAS, in order to receive such funding, the City must enter into the standard grant agreement with the FDEP; 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 standard grant agreement between the State of Florida Department of Environmental Protection and the City of St. Petersburg, Florida ("City") for the City to receive funding through a cost-reimbursement basis grant in an amount not to exceed $10,675,000 for the

City of St. Petersburg Basin C Resiliency Salt Creek Outfall Pump Station Project is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the standard grant agreement and all other documents necessary to receive this funding.

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013) resulting from these grant revenues, the following supplemental appropriation for fiscal year 2024:

| | |
|---|---|
| Stormwater Drainage Capital Projects Fund (4013) | |
| Bartlett Lake/Salt Creek Pump Station Project (19206) | $10,675,000 |

This Resolution shall become effective immediately upon its adoption.

LEGAL:

00730589

DEPARTMENT:

BUDGET:

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): Agreement Number:

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: Entity Type:

Grantee Address: FEID:

(Grantee)

3. Agreement Begin Date: Date of Expiration:

4. Project Number: *(If different from Agreement Number)* Project Location(s):

Project Description:

5. Total Amount of Funding:

| Funding Source? | Award #s or Line Item Appropriations: | Amount per Source(s): |
|---|---|---|
| ☐ State ☐Federal | | $ |
| ☐ State ☐Federal | | $ |
| ☐ Grantee Match | | $ |
| | Total Amount of Funding + Grantee Match, if any: | $ |

6. Department's Grant Manager

Name: _____ or successor

Address: _____

_____

_____

Phone: _____

Email: _____

Grantee's Grant Manager

Name: _____ or successor

Address: _____

_____

_____

Phone: _____

Email: _____

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

| |
|---|
| ☐ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements |
| ☐ Attachment 2: Special Terms and Conditions |
| ☐ Attachment 3: Grant Work Plan |
| ☐ Attachment 4: Public Records Requirements |
| ☐ Attachment 5: Special Audit Requirements |
| ☐ Attachment 6: Program-Specific Requirements |
| ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S. |
| ☐ Attachment 8: Federal Regulations and Terms (Federal) |
| ☐ Additional Attachments (if necessary): |
| ☐ Exhibit A: Progress Report Form |
| ☐ Exhibit B: Property Reporting Form |
| ☐ Exhibit C: Payment Request Summary Form |
| ☐ Exhibit D: Quality Assurance Requirements |
| ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo |
| ☐ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808 |
| ☐ Additional Exhibits (if necessary): |

| 8. | The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1): |
|---|---|
| Federal Award Identification Number(s) (FAIN): | |
| Federal Award Date to Department: | |
| Total Federal Funds Obligated by this Agreement: | |
| Federal Awarding Agency: | |
| Award R&D? | ☐ Yes ☐N/A |

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.**

**GRANTEE**

By _____

(*Authorized Signature)* Date Signed

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection** **DEPARTMENT**

By _____

Secretary or Designee Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

ORCP Additional Signatures

_____
DEP Grant Manager, Matthew Hermele

_____
DEP QC Reviewer, Hanna Tillotson

Grantee may add additional signatures below, if needed.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**STANDARD TERMS AND CONDITIONS**
**APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

**4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

**5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

**6. Acceptance of Deliverables.**

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

**7. Financial Consequences for Nonperformance.**

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

**8. Payment.**

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

**9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

**10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

**11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

**12. Insurance.**

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

**13. Termination.**

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

**14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

**15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

**16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

**17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

**18. Indemnification.**

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
    i. Public Entity Crime. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.**
**This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.**

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**25. Investing in America**

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

**26. Scrutinized Companies.**

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

**27. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

**28. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

**29. Audits.**

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

   i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**30. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**31. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

**32. Subcontracting.**

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

**33. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**34. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**35. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**36. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**37. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**38. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**39. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**40. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Special Terms and Conditions**
**AGREEMENT NO. 24SRP24**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**
The Project funded under this Agreement is the City of St. Petersburg Basin C Resiliency Salt Creek Outfall Pump Station. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

**3. Payment Provisions.**
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

| Reimbursement | Match | Category |
|---|---|---|
| ☐ | ☐ | Salaries/Wages |
| | | Overhead/Indirect/General and Administrative Costs: |
| ☐ | ☐ | a. Fringe Benefits, N/A. |
| ☐ | ☐ | b. Indirect Costs, N/A. |
| ☒ | ☒ | Contractual (Subcontractors) |
| ☐ | ☐ | Travel, in accordance with Section 112, F.S. |
| ☐ | ☐ | Equipment |
| ☐ | ☐ | Rental/Lease of Equipment |
| ☐ | ☐ | Miscellaneous/Other Expenses |
| ☐ | ☐ | Land Acquisition |

**5. Equipment Purchase.**
No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**
There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**
The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $10,675,000.00 through cash or third party in-kind towards the work funded under this Agreement. The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.
If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

**8. Insurance Requirements**

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

d. Comprehensive General Liability Insurance.

The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be $200,000 for each person and $300,000 per occurrence.

e. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

| | |
|---|---|
| $200,000/300,000 | Automobile Liability for Company-Owned Vehicles, if applicable |
| $200,000/300,000 | Hired and Non-owned Automobile Liability Coverage |

f. Workers' Compensation.

g. The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

h. Other Insurance. None.

**9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

**11. Subcontracting.**

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

**12. State-owned Land.**

The work will not be performed on State-owned land.

**13. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

**14. Common Carrier.**

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**15. Additional Terms.**

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**GRANT WORK PLAN**
**AGREEMENT NO. 24SRP24**

**ATTACHMENT 3**

**PROJECT TITLE:** City of St. Petersburg Basin C Resiliency Salt Creek Outfall Pump Station

**PROJECT LOCATION:** The Project is located in the City of St. Petersburg within Pinellas County, Florida.

**PROJECT DESCRIPTION:**
The City of St. Petersburg (Grantee) will conduct the City of St. Petersburg Basin C Resiliency Salt Creek Outfall Pump Station (Project) that includes the construction of a pump station with approximately 145 million gallons a day (mgd) capacity and a 66-inch force main to discharge ±270 cubic feet per second (cfs) located on a vacant parcel north of Bartlett Park at the intersection of 18th Ave South and 4th Street North. The Project will conduct evaluations to ensure optimized conditions for the operation of the pump station, such as dividing the 270 cfs capacity into two pumps; one with a capacity of 200 cfs used during major storm events; and a 70 cfs pump to serve smaller storm events for up to 3.2 inches in intensity.

**TASKS AND DELIVERABLES:**

**Task 1: Sea Level Impact Projection (SLIP) Study Report**

**Description:** The Grantee will submit a SLIP study report, if applicable, pursuant to the relevant Florida Statute (F.S.; s. 161.551, F.S., before July 1, 2024, and s. 380.0937, F.S., thereafter) and Chapter 62S-7, Florida Administrative Code (F.A.C.). The SLIP study report must be submitted to the Department, approved, and published for at least 30 days before construction begins. This will inform the project owner about the potential effects of sea level rise and coastal flooding on the structure so they can use this information in project planning and adaptation. Visit the SLIP tool website (Florida SLIP Tool) for more information.

**Deliverables:** The Grantee will submit:

- **1.1:** Published SLIP Study Report and the confirmation email stating the report was published on the Department's website for no less than thirty (30) days before construction commences. **This is a no cost deliverable.**

**Task 2: Construction**

**Description:** The Grantee will construct the Salt Creek outfall pump station on a vacant parcel north of Bartlett Park at the intersection of 18th Ave South and 4th Street North, in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all local, state, and federal permits.

**Deliverables:** The Grantee will submit:

- **2.1:** List of permit type, number, and issuing entity for all local, state, and federal permits required for the Project;

- **2.2:** A copy of the final design and record (as-built) drawings;
- **2.3:** A Certificate of Completion signed by a Florida-registered Professional Engineer;
- **2.4:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent; and
- **2.5:** Quarterly Project management reports signed by a Florida-registered Professional Engineer, to include:
    - A summary of project and site inspection(s);
    - Meeting minutes to all attended meetings; and
    - Field notes.

**PERFORMANCE MEASURES:** The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

**CONSEQUENCES FOR NON-PERFORMANCE:** For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

**PAYMENT REQUEST SCHEDULE:** Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

**PROJECT TIMELINE AND BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

| Task No. | Task Title | Budget Category | DEP Amount | Match Amount | Total Amount | Task Start Date | Task Due Date |
|---|---|---|---|---|---|---|---|
| 1 | Sea Level Impact Projection (SLIP) Study Report | No-Cost Deliverable | $0 | $0 | $0 | 7/1/2023 | 30 days before commencing Construction |
| 2 | Construction | Contractual Services | $10,675,000 | $10,675,000 | $21,350,000 | 7/1/2023 | 3/31/2026 |
| | | Total: | **$10,675,000** | **$10,675,000** | **$21,350,000** | | |

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Public Records Requirements**

**Attachment 4**

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** **(850) 245-2118**
**Email:** public.services@floridadep.gov
**Mailing Address:** **Department of Environmental Protection**
**ATTN: Office of Ombudsman and Public Services**
**Public Records Request**
**3900 Commonwealth Boulevard, MS 49**
**Tallahassee, Florida 32399**

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Special Audit Requirements**
**(State and Federal Financial Assistance)**

## Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 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 recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

**PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, 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.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient 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), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its 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 non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

**PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

**PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
**Audit Director**
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
**Audit Director**
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

**PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

| **Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:** | | | | | |
|---|---|---|---|---|---|
| **Federal Program A** | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | $ | |
| | | | | | |
| | | | | | |
| **Federal Program B** | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | $ | |
| | | | | | |
| | | | | | |

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

| | | |
|---|---|---|
| **Federal Program A** | First Compliance requirement: i.e.: (what services of purposes resources must be used for) | |
| | Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources) | |
| | Etc. | |
| | Etc. | |
| **Federal Program B** | First Compliance requirement: i.e.: (what services of purposes resources must be used for) | |
| | Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources) | |
| | Etc. | |
| | Etc. | |

*Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.*

| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs: | | | | | |
|---|---|---|---|---|---|
| **Federal Program A** | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | | |
| | | | | | |
| **Federal Program B** | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | | |
| | | | | | |

*Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.*

| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.: | | | | | | |
|---|---|---|---|---|---|---|
| **State Program A** | State Awarding Agency | State Fiscal Year[1] | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| **Original Agreement** | Florida Department of Environmental Protection | FY 23.24 | 37.098 | Resilient Florida Programs | $10,675,000.00 | 140065 |
| | | | | | | |
| **State Program B** | State Awarding Agency | State Fiscal Year[2] | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| | | | | | | |
| | | | | | | |

| | | |
|---|---|---|
| Total Award | $10,675,000.00 | |

*Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.*

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**PROGRAM-SPECIFIC REQUIREMENTS**
**RESILIENT FLORIDA PROGRAM**

**ATTACHMENT 6**

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.

2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.

3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.

4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:

   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.

6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

   The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.

10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).

11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**RESILIENT FLORIDA GRANT PROGRAM**
**EXHIBIT A**
**PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**RESILIENT FLORIDA GRANT PROGRAM**
**EXHIBIT C**
**PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

**EXHIBIT F**

**DEP AGREEMENT NO. 24SRP24**

# CITY OF ST. PETERSBURG BASIN C RESILIENCY SALT CREEK OUTFALL PUMP STATION

**City of St. Petersburg**

**Final Project Report**

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

**Part I. Executive Summary**

**Part II. Methodology**

**Part III. Outcome**

*Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.*

**Part IV. Further Recommendations**

**Instructions for completing Exhibit F Final Project Report Form:**

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

**Florida Department of Environmental Protection**

**EXHIBIT G**

**PHOTOGRAPHER RELEASE FORM**
**FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

**DEP AGREEMENT NO: 24SRP24**

## RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

**Owner/Submitter's Name:** _____

**Address:** _____

**City:** _____ **State:** _____ **Zip:** _____

**Phone Number:** (_____) _____ **Email:** _____

**License and Indemnification**

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

**I have read and understand the terms of this release.**

**Owner signature:** _____ **Date:** _____

**Photo/video/audio/artwork/recording file name(s):** _____

**Location of photo/video/audio recording/artwork:** _____

**Name of person accepting Work submission** _____

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**RESILIENT FLORIDA GRANT PROGRAM**
**CONTRACTUAL SERVICES CERTIFICATION**

**Exhibit H**

*Required for all grant agreements that include Contractual Services as an expenditure category.*

DEP Agreement Number:

Project Title:

Grantee:

---

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

---

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

# COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
# (PUR 1808)

## Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

The City of St Petersburg is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Thomas A. Greene

Title: Assistant City Administrator

Signature: Digitally signed by Tom Greene Date: 2023.08.18 16:33:55 -04'00'

Date: 8/18/2023

-- City of St. Petersburg Authorization Request --

# General Authorization

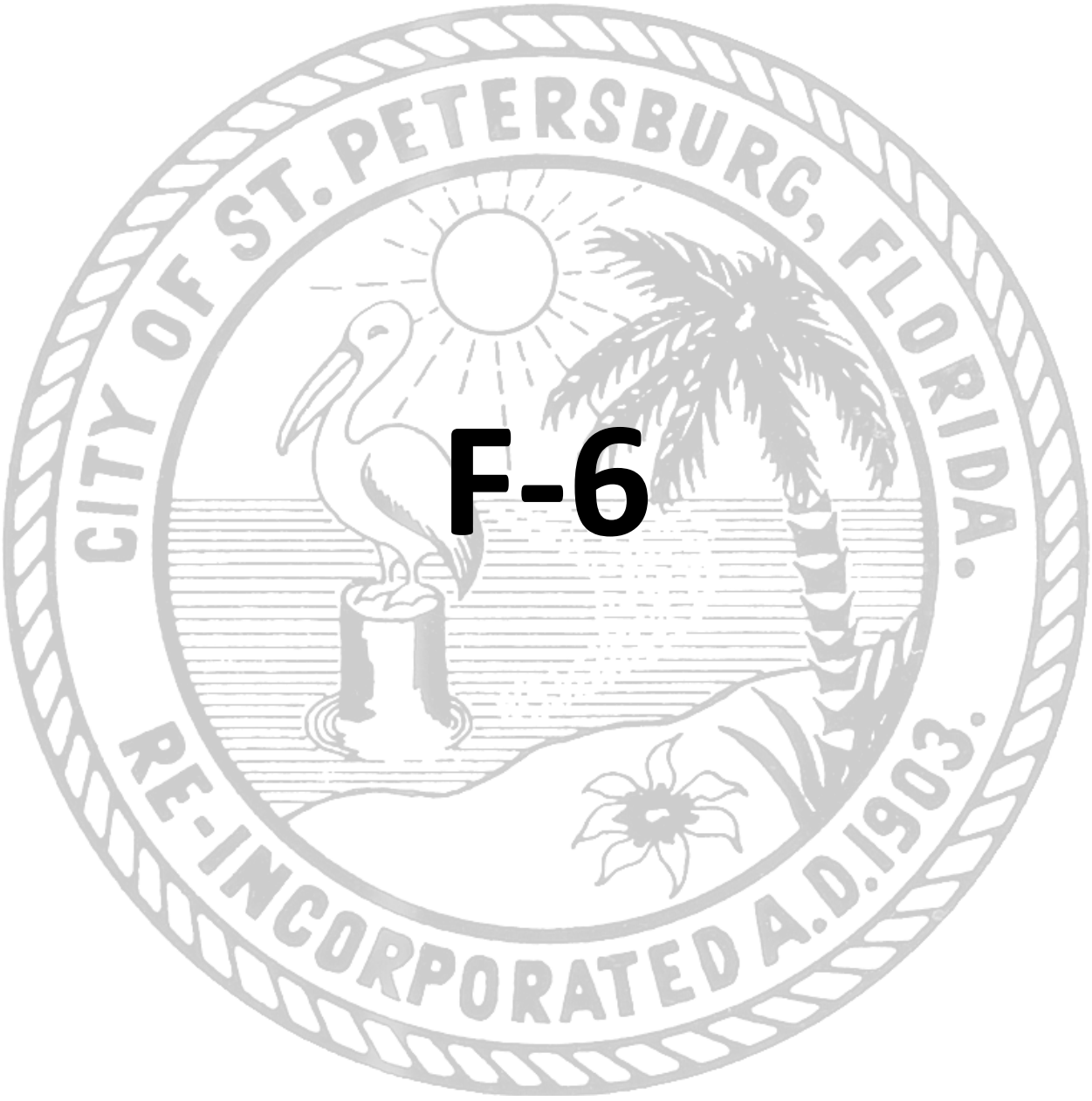
| Request # |
|---|
| 261030 |

| Name: | Johnson, Sarah B | Request Date: | 07-MAR-2024 | Status: | APPROVED |
|---|---|---|---|---|---|

| Authorization Request | |
|---|---|
| Subject: | Council Approval - 3/21 |
| Message: | 24104-130 - Basin C Outfall Pump - DEP Grant Agreement |
| Supporting Documentation: | Basin C Outfall Pump - DEP Grant Agreement - Final.pdf |

| | Approver | Completed By | Response | Response Date | Type |
|---|---|---|---|---|---|
| 0 | Johnson, Sarah B | | SUBMITTED | 07-MAR-2024 | |
| 1 | Prayman, Brejesh B | Prayman, Brejesh B | APPROVE | 07-MAR-2024 | User Defined |
| 2 | Wahl, Margaret Brown | Wahl, Margaret Brown | APPROVE | 07-MAR-2024 | User Defined |
| 3 | Tankersley, Claude Duval | Tankersley, Claude Duval | APPROVE | 07-MAR-2024 | User Defined |

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 Homeownership Program”, increasing the maximum award of down payment and closing cost assistance for first-time homebuyers from $60,000 to $75,000; 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 Homeownership Program”; and providing an effective date.
Please scroll down to view the backup material.




# F-6

**ST. PETERSBURG CITY COUNCIL**

**Meeting of March 21, 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 Homeownership Program", increasing the maximum award of down payment and closing cost assistance for first-time homebuyers from $60,000 to $75,000; 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 Homeownership 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 down payment and closing cost assistance for first-time homebuyers from $60,000 to $75,000.

- Allow administrative amendments to 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.

- **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 Homeownership Program".

## Background on Affordable Single Family Homeownership 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 Housing and Community Development Department of the City currently oversees direct financial assistance programs funded by the CRA, which supports affordable homeownership for income-eligible households in the South St. Petersburg community. The "Affordable Single Family Homeownership Program" is one of the programs that was introduced. The current programs include down payment and closing cost assistance to first-time homebuyers, rehabilitation assistance for owner-occupied properties, barrier-free mitigations, homebuyer education, credit counseling, foreclosure assistance, and other programs to ensure sustainable homeownership. For this program, households whose income is 140 percent and below the area median household income (AMI) are considered "income-eligible".

## 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.

This approach to tax increment financing by the South St. Petersburg Plan is a distinct departure from the practice in the City's other TIF districts, which focused on funding public improvement projects such as stadium development, parking garages, streetscaping, property acquisition and preparation, and other capital improvements. The South St. Petersburg Plan TIF strategy is designed to encourage private enterprise in the CRA to the greatest extent possible by Section 163.345, FS.

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.

## Recommendation

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

**COST/FUNDING ASSESSMENT INFORMATION:** Funding has been previously appropriated in the South St. Petersburg Redevelopment District Fund (1104), Economic and Workforce Development Department, Administration Division (375-2609).

**ATTACHMENTS:** Resolution
Exhibit 1-Program Description

Kaitlyn Berger
Budget

BC
Administration

Resolution No. 2024 -- _____

A RESOLUTION OF THE ST. PETERSBURG CITY COUNCIL APPROVING AMENDMENTS TO THE SOUTH ST. PETERSBURG COMMUNITY REDEVELOPMNENT AREA "AFFORDABLE SINGLE-FAMILY HOMEOWNERSHIP PROGRAM" INCREASING THE MAXIMUM AWARD OF DOWN PAYMENT AND CLOSING COST ASSISTANCE FOR FIRST-TIME HOMEBUYERS FROM $60,000 TO $75,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg City Council approved Resolution No. 2013-247, on June 20, 2013, which made a finding of necessity identifying the South St. Petersburg Community Redevelopment Area ("SSPCRA") as blighted, pursuant to Florida's Community Redevelopment Act of 1969 (Chapter 163, Part III); and

WHEREAS, on October 3, 2013, the Pinellas County Board of County Commissioners ("BCC") accepted the City's findings of necessity pursuant to Resolution No. 13-186, and on June 9, 2014, approved Resolution 14-43, which delegated certain powers to the City Council of the City of St. Petersburg in order to carry out certain redevelopment functions within the SSPCRA; and

WHEREAS, pursuant to City of St. Petersburg Resolution No. 2014-296, the City Council accepted such redevelopment powers on July 10, 2014; and

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

WHEREAS, the BCC approved the Plan on June 2, 2015 (Res. #15-48) and delegated authority to the City of St. Petersburg to establish a redevelopment trust fund for the entire SSPCRA; and

WHEREAS, the BCC additionally approved on June 23, 2015, Ord. #15-27 establishing a redevelopment trust fund for the entire SSPCRA; and

WHEREAS, in 2018 and consistent with the Plan, the City created the Affordable Single-Family Homeownership Program ("Program"), with the purpose of utilizing a portion of its TIF funds generated in the SSPCRA for down payment and closing cost assistance for first-time homebuyers; and

WHEREAS, the City desires to increase the maximum award of down payment and closing cost assistance for first-time homebuyers from the current $60,000 cap up to $75,000; and

WHEREAS, at its March 21, 2024 meeting the St. Petersburg Community Redevelopment Agency recommended that the City Council approve amendments to the Program to effectuate this increase.

NOW THEREFORE, BE IT RESOLVED BY the St. Petersburg City Council that amendments to the "Affordable Single-Family Homeownership Program" increasing the maximum award of down payment and closing cost assistance for first-time homebuyers from $60,000 to $75,000 in the SSPCRA are hereby approved.

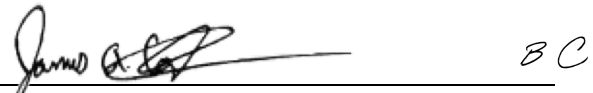
BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

*/s/: Michael J. Dema*
Assistant City Attorney
00730832.docx

DEPARTMENT:



James Corbett
City Development Administration

# I Description and Purpose

The Affordable Single-Family Homeownership Program provides CRA funding to support affordable homeownership for income-eligible households in the South St. Petersburg Community Redevelopment Area through direct financial assistance programs that are presently administered by the City's Housing and Community Development Department. The current programs include: (1) down payment and closing cost assistance to first-time homebuyers; (2) rehabilitation assistance for owner-occupied properties; (3) barrier-free mitigations and (4) homebuyer education, credit counseling, foreclosure assistance, and other programs to ensure sustainable homeownership. For this program, "income-eligible" is defined as households whose income is 140 percent and below the area median household income. The maximum income levels for this program are based on the Florida Housing Finance Corporation's SHIP Program, which is adjusted annually (see attachment). This program may also be used to fund homeowner education, credit counseling, foreclosure assistance, and other strategies that ensure ownership success for low-income homebuyers.

# II Consistency with the South St. Petersburg Redevelopment Plan

The South St. Petersburg Redevelopment Plan notes that housing affordability is a serious issue throughout St. Petersburg, but it is particularly stark in South St. Petersburg. The 2012 Pinellas County Poverty Report, which helped drive the creation of the South St. Petersburg CRA, asserted that "historically, housing expenditures exceeding 30 percent of household income have been an indicator of a housing affordability problem." In 2016, the percentage of households with housing costs exceeding 30 percent of income was 53 percent in South Petersburg and 38.6 percent in the city, both rising sharply from 2000, when the comparable figures were 41 percent and 31 percent respectively. Not surprisingly, renter households in both the CRA and city were highly likely to be paying more than 30 percent of their income in housing costs – 68.5 percent and 53.1 percent respectively.[1] A program promoting affordable homeownership for renters will help lower their housing costs while also helping build wealth through housing equity.

The South St. Petersburg Community Redevelopment Plan (CRP) calls for increasing homeownership through a range of strategies such as providing homebuyer counseling, long-term credit repair, and increased educational programs. In addition, the CRP calls for working with the St. Petersburg Housing Authority to identify potential candidates for homeownership from its pool of Section 8 voucher recipients. Finally, the CRP encourages the establishment and funding of a "Role-Model Homeowner Program"

[1] U.S. Census Bureau. 2000 Census. Table DP-4-Profile of Selected Housing Characteristics. U.S. Census Bureau. American Community Survey, 2012-2016 5-Year Estimates. DP04: Selected Housing Characteristics.

designed to attract employees of nearby public agencies, faith-based institutions, and/or anchor institutions to purchase homes in the South St. Petersburg CRA.

## III Type and Amount of Award

Applicants may be eligible for the following assistance amounts:

(1) down payment and closing cost assistance up to $75,000; and

(2) rehabilitation assistance up to $60,000; and

(3) barrier-free mitigation up to $16,000.

## IV Funding Source

The City of St. Petersburg and Pinellas County may allocate funding annually from their TIF contributions to support the Affordable Single-Family Homeownership Program. The funding amount will be determined annually and by budget amendment if necessary. The CRA funding will be used to augment the City's current homeowner assistance programs but with a requirement that the TIF funding be expended to support income-eligible homeownership within the South St. Petersburg CRA.

## Attachment 1

## 2023 Income Limits for Affordable Housing Projects

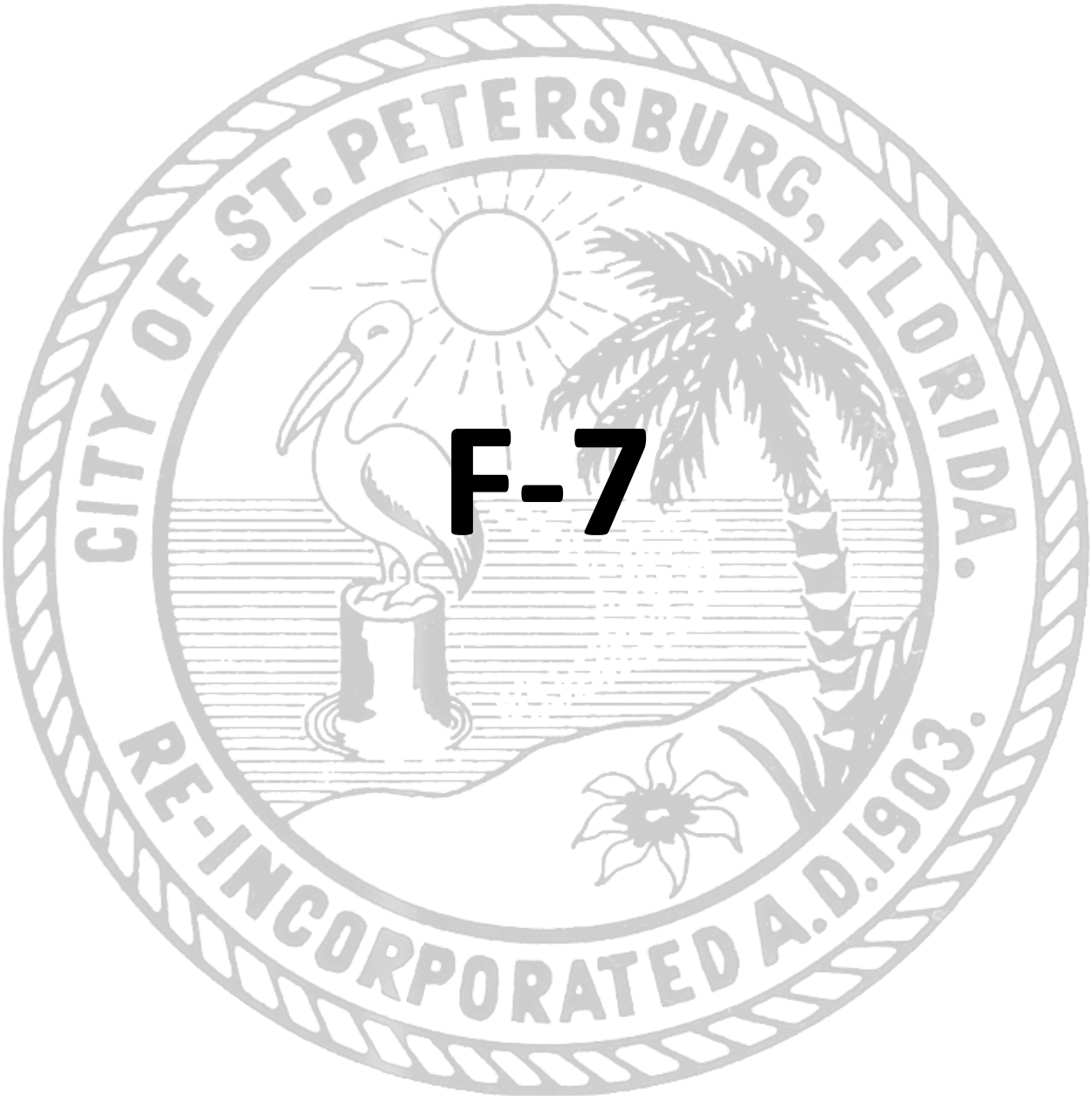
### Income Limit by Number of Persons in Household

Percentage of Area Median Household Income

| | 30% | 50% | 80% | 120% | 140% |
|---|---|---|---|---|---|
| 1 | $18,270 | $30,450 | $48,720 | $79,080 | $85,260 |
| 2 | $20,880 | $34,800 | $55,680 | $83,520 | $97,440 |
| 3 | $23,490 | $39,150 | $62,640 | $93,960 | $109,620 |
| 4 | $26,070 | $43,450 | $69,520 | $104,280 | $121,660 |
| 5 | $28,170 | $46,950 | $75,120 | $112,680 | $131,460 |
| 6 | $30,270 | $50,450 | $80,720 | $121,080 | $141,260 |
| 7 | $32,340 | $53,900 | $86,240 | $129,360 | $150,920 |
| 8 | $34,440 | $57,400 | $91,840 | $137,760 | $160,720 |

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). Limits are revised annually.

The following page(s) contain the backup material for Agenda Item: A resolution approving an increase in the not to exceed amount of the engagement letter with Faegre Drinker Biddle & Reath LLP from $550,000 to $950,000; approving a transfer in the amount of $400,000 from the balance of the General Fund Contingency (0001) to the Legal Department, Legal Division (030-1009); and providing for an effective date.
Please scroll down to view the backup material.




# F-7

**ST. PETERSBURG CITY COUNCIL**
**Report**

**Meeting of March 21, 2024**

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

**FROM:** Brian Caper, Economic & Workforce Development Director

**SUBJECT:** A resolution approving an increase in the not to exceed amount of the engagement letter with Faegre Drinker Biddle & Reath LLP from $550,000 to $950,000; approving a transfer in the amount of $400,000 from the balance of the General Fund Contingency (0001) to the Legal Department, Legal Division (030-1009); and providing for an effective date.

---

**EXPLANATION:** On February 16, 2023, City Council confirmed the appointment of Faegre Drinker Biddle & Reath LLP ("Faegre Drinker") to provide legal services related to the Stadium project and Historic Gas Plant District development project for an initial not to exceed amount of $250,000. On November 30, 2023, City Council approved an increase in the not to exceed amount of the engagement letter from $250,000 to $550,000. Faegre Drinker has been instrumental in drafting, reviewing, and editing the various agreements related to the Stadium project and Historic Gas redevelopment.

Given the amount of work performed by Faegre Drinker has performed to date, the previous not to exceed amount of $550,000 is close to being exhausted. As a result, Administration is seeking to increase the not to exceed amount of the engagement letter by $400,000, bringing the total amount to $950,000. This increase is anticipated to cover the remaining work necessary to complete the agreements for City Council approval.

**RECOMMENDATION:** Administration recommends City Council approve the attached Resolution.

**COST/FUNDING/ASSESSMENT INFORMATION:** Funding will be available after the approval of a transfer in the amount of $400,000 from balance of the General Fund Contingency (0001) to the Legal Department, Legal Division (030-1009). After the above transfer, the remaining balance of the General Fund Contingency will be $604,000.

**ATTACHMENTS:** Resolution

**APPROVALS:**

BC
Administration

Kaitlyn Berger
Budget

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF ST. PETERSBURG, FLORIDA APPROVING AN INCREASE IN THE NOT TO EXCEED AMOUNT OF THE ENGAGEMENT LETTER WITH FAEGRE DRINKER BIDDLE & REATH LLP FROM $550,000 TO $950,000; APPROVING A TRANSFER IN THE AMOUNT OF $400,000 FROM THE BALANCE OF THE GENERAL FUND CONTINGENCY (0001) TO THE LEGAL DEPARTMENT, LEGAL DIVISION (030-1009); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to City Council approval on February 16, 2023, the City Attorney's Office retained Faegre Drinker Biddle & Reath LLP ("Faegre Drinker") to provide legal services related to the Stadium project and Historic Gas Plant District development project for an initial not to exceed amount of $250,000; and

WHEREAS, on November 30, 2023, City Council approved an increase in the not to exceed amount of the engagement letter from $250,000 to $550,000; and

WHEREAS, Administration desires to increase the not to exceed amount of the engagement letter from $550,000 to $950,000 in order for the firm to continue work on numerous agreements for the projects; and

WHEREAS, funding will be available after approval of a transfer in the amount of $400,000 from the balance of the General Fund Contingency (0001) to the Legal Department, Legal Division (030-1009); and

WHEREAS, after the above transfer the remaining balance of the General Fund Contingency will be $604,000.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that an increase in the not to exceed amount of the engagement letter with Faegre Drinker Biddle & Reath LLP from $550,000 to $950,000 is hereby approved.

BE IT FURTHER RESOLVED that there is hereby approved from the balance of the General Fund Contingency (0001), the following transfer for FY24:

| | |
|---|---|
| <u>General Fund Contingency (0001)</u> | |
| Legal Department, Legal Division (030-1009) | $400,000 |

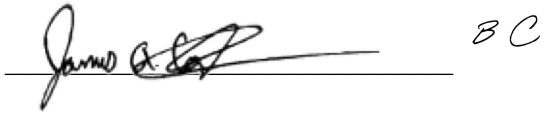
This Resolution shall become effective immediately upon its adoption.

LEGAL:

00731028

BUDGET:

ADMINISTRATION:



BC

The following page(s) contain the backup material for Agenda Item: Respectfully requesting a referral to the Housing, Land Use and Transportation Committee for a discussion on potential actions to appropriately recognize the historic significance of the Lincoln Cemetery and the Greenwood Cemetery. (Councilmember Driscoll)
Please scroll down to view the backup material.

# G-1

# CITY COUNCIL AGENDA
# NEW BUSINESS ITEM

TO: **Members of City Council**

DATE: March 7, 2024

COUNCIL DATE: March 21, 2024

RE: The historical significance of the Greenwood Cemetery and the Lincoln Cemetery

---

**ACTION DESIRED:**

Respectfully requesting a referral to the Housing, Land Use and Transportation Committee for a discussion on potential actions to appropriately recognize the historic significance of the Lincoln Cemetery and the Greenwood Cemetery.

Gina Driscoll
Council Member, District 6

The following page(s) contain the backup material for Agenda Item: Respectfully requesting a referral to the Housing, Land Use, and Transportation Committee to discuss potential code changes addressing Condo/Hotel hybrid uses. (Councilmember Hanewicz)
Please scroll down to view the backup material.

# G-2

# CITY COUNCIL AGENDA
# NEW BUSINESS ITEM

TO: Members of City Council

DATE: March 7, 2024

COUNCIL DATE: March 21, 2024

RE: Referral to the Housing, Land Use, and Transportation Committee to Discuss Potential Code Changes Addressing Condo/Hotel Hybrid Uses

---

**ACTION DESIRED:**

Respectfully requesting a referral to the Housing, Land Use, and Transportation Committee to discuss potential code changes addressing Condo/Hotel hybrid uses.

Lisset Hanewicz
Council Member, District 4

The following page(s) contain the backup material for Agenda Item: Respectfully requesting a referral to HLUT to provide a Residential Land Development Regulation (LDR) update to be scheduled on August 8, 2024, or later. (Councilmember Gabbard - Staff Request)
Please scroll down to view the backup material.

# G-3

# CITY COUNCIL AGENDA
# NEW BUSINESS ITEM

TO: Members of City Council

DATE: March 11, 2024

COUNCIL DATE: March 21, 2024

RE: Referral to the Housing, Land Use, and Transportation Committee for a Residential Land Development Regulation (LDR) Update

---

**ACTION DESIRED:**
Respectfully requesting a referral to HLUT to provide a Residential Land Development Regulation (LDR) update to be scheduled on August 8, 2024, or later.

**BACKGROUND:**
In 2017, Council adopted amendments to our residential zoning districts which included many changes to design regulations and adoption of a Floor Area Ratio (FAR) limit for new homes in the traditional neighborhoods to address concerns about scale and compatibility. In January of 2019, staff provided council a report on the FAR limit and optional bonuses at a Committee of the Whole meeting. Since adoption of these amendments in 2017, there have been 1,968 new homes constructed with 396 utilizing the bonus options in the traditional neighborhoods. The proposed 2024 Residential LDR update is intended to evaluate the FAR bonuses with further analysis and feedback from stakeholders. The package will also include refinements to code language related to residential standards to provide clarity and consistency for items identified by both staff and stakeholders, and address several items presented at Council committee meetings such as fencing materials and design standards, domestic equipment, and artificial turf.

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

HLUT Committee Chair Brandi Gabbard
Council Member, District 2

# CITY COUNCIL AGENDA
# NEW BUSINESS ITEM

TO: Members of City Council

DATE: March 7, 2024

COUNCIL DATE: March 21, 2024

RE: Referral to the Housing, Land Use, and Transportation Committee for a Residential Land Development Regulation (LDR) Update

---

**ACTION DESIRED:**
Respectfully requesting a referral to HLUT to provide a Residential Land Development Regulation (LDR) update to be scheduled on August 8, 2024, or later.

**BACKGROUND:**
In 2017, Council adopted amendments to our residential zoning districts which included many changes to design regulations and adoption of a Floor Area Ratio (FAR) limit for new homes in the traditional neighborhoods to address concerns about scale and compatibility. In January of 2019, staff provided council a report on the FAR limit and optional bonuses at a Committee of the Whole meeting. Since adoption of these amendments in 2017, there have been 1,968 new homes constructed with 519 utilizing the bonus options in the traditional neighborhoods. The proposed 2024 Residential LDR update is intended to evaluate the FAR bonuses with further analysis and feedback from stakeholders. The package will also include refinements to code language related to residential standards to provide clarity and consistency for items identified by both staff and stakeholders, and address several items presented at Council committee meetings such as fencing materials and design standards, domestic equipment, and artificial turf.

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

HLUT Committee Chair Brandi Gabbard
Council Member, District 2

The following page(s) contain the backup material for Agenda Item: Respectfully requesting a referral to HLUT for an update on the Milestone Inspection to be scheduled on June 13, 2024, or later. (Councilmember Gabbard - Staff Request)
Please scroll down to view the backup material.

# G-4

# CITY COUNCIL AGENDA
# NEW BUSINESS ITEM

TO: Members of City Council

DATE: March 7, 2024

COUNCIL DATE: March 21, 2024

RE: Referral to the Housing, Land Use, and Transportation Committee to discuss the Milestone Inspection

---

**ACTION DESIRED:**
Respectfully requesting a referral to HLUT for an update on the Milestone Inspection to be scheduled on June 13, 2024, or later.

**BACKGROUND:**
SB 4-D was passed by the legislature in 2022 to address concerns from the collapse of the Surfside condominium in June 2021. In October 2022, staff provided a presentation to Council at a PSI committee meeting.

F.S. 533.899 establishes requirements for submittal of a "Milestone Inspection" of all condominiums three stories or more, at 30 years in age, and every 10 years thereafter to address the structural integrity of the building. Local governments may adopt a local ordinance by December 31, 2024, to address areas not covered in F.S. 533.899, such as establishing a review process for the Milestone Inspections and enforcement actions.

Upcoming deadlines: Notice of the deadline to submit the Milestone Report must be sent by local governments to all condominiums by July 4, 2024 (180-days before the deadline). Deadline for submitting milestone reports is December 31, 2024.

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

HLUT Committee Chair Brandi Gabbard
Council Member, District 2

The following page(s) contain the backup material for Agenda Item: Respectfully requesting a referral to the Housing, Land Use, and Transportation Committee, or other relevant committee, for a discussion on the 49th Street Safe Streets Pinellas Study currently underway for the section of 49th Street from 1st Avenue North to 25th Avenue South. (Councilmember Muhammad)
Please scroll down to view the backup material.

# G-5

# CITY COUNCIL AGENDA
# NEW BUSINESS ITEM

TO: Honorable Deborah Figgs-Sanders & Members of City Council

DATE: March 6, 2024

COUNCIL DATE: March 21, 2024

RE: 49th Street Safe Streets Pinellas Study

---

**ACTION DESIRED:**

Respectfully requesting a referral to the Housing, Land Use, and Transportation Committee, or other relevant committee, for a discussion on the 49th Street Safe Streets Pinellas Study currently underway for the section of 49th Street from 1st Avenue North to 25th Avenue South.

Last year City Council approved a Resolution authorizing the execution of an agreement with Forward Pinellas to advance a joint planning study with Forward Pinellas and the City of Gulfport. That study is currently underway, and advancing significantly. In coordination with Staff/Administration, later this Spring would be good timing for a relevant City Council committee to receive an update and provide input in advance of the Study's final draft report coming to full City Council for approval.

John Muhammad
District 7 Council Member

The following page(s) contain the backup material for Agenda Item: Respectfully requesting a revision to the previous New Business Item approved at the November 2, 2023 City Council Meeting to discuss flood mitigation strategies for the coastal high hazard and repetitive loss areas of our city. (Councilmember Gabbard)
Please scroll down to view the backup material.

# G-6

# CITY COUNCIL AGENDA
# NEW BUSINESS ITEM

| | |
|---|---|
| TO: | Members of City Council |
| DATE: | March 14, 2024 |
| COUNCIL DATE: | March 21, 2024 |
| RE: | Revision of a Referral to a Committee of the Whole for a discussion in response to the repetitive flooding occurring in the City of St. Petersburg |

---

**ACTION DESIRED:**

Respectfully requesting a revision to the previous New Business Item approved at the November 2, 2023 City Council Meeting to discuss flood mitigation strategies for the coastal high hazard and repetitive loss areas of our city. Requested topics should include but not be limited to:

- After Action Report on the Resilience Community Listening Session held on February 13, 2024 including an update on mitigation measures that have been taken since this meeting.
- Current FEMA application & acceptance procedures for mitigation grants and average estimated costs and timelines associated with the acceptance and facilitation of these grants for both residents and the city
- Discussion on the creation of a "Flood Mitigation Revolving Loan Fund" to aid residents in completing hurricane mitigation efforts as a complement to our existing grant process in repetitive loss neighborhoods as determined by FEMA
- Overview of the permitting process and requirements for flood mitigation efforts and new infill development in Special Flood Hazard Areas
- Update on next steps to improve our Community Rating System (CRS) score to reduce the impact of rising flood insurance rates
- A presentation from administration that includes a review of the last four wet weather events where a full or partial emergency management activation has occurred and the associated costs for each event. As well as a discussion on contingency fund needs based on the result of this review
- St. Petersburg Resiliency Action Plan Update in partnership with the Tampa Bay Regional Planning Council; this discussion should include information on funding, the scope of work for the plan, and the integration of a Resident Task Force with representatives from the affected neighborhoods and the Council of Neighborhood Associations (CONA). Deliverables should include immediate, interim, and long-term solutions to mitigate flooding

Respectfully requesting that this meeting be held at the next available Committee of the Whole Meeting that would be scheduled to take place after COW's that have already been referred by Council pertaining to the potential Rays Stadium and Historic Gas Plant Redevelopment.

Requested presenters and subject matter experts to include but not be limited to:

- Claude Tankersley, Public Works Administrator
- Elizabeth Abernethy, Planning and Development Director
- Hannah Rebholz, Floodplain Manager
- Amber Boulding, Fire Emergency Management Manager
- Representatives from the Tampa Bay Regional Planning Council

Councilmember Brandi Gabbard
District 2

Attachments:

- November 2, 2023 New Business Item

# CITY COUNCIL AGENDA
# NEW BUSINESS ITEM

TO: Members of City Council

DATE: October 19, 2023

COUNCIL DATE: November 2, 2023

RE: Referral to a Committee of the Whole for a discussion in response to the repetitive flooding occurring in the City of St. Petersburg

---

**ACTION DESIRED:**

Respectfully requesting a referral to a Committee of the Whole no later than the end of the first quarter of 2024 for a discussion on flood mitigation strategies for the coastal high hazard and repetitive loss areas of our city. Topics to include current permitting process and requirements for infill residential development, current FEMA application & acceptance procedures for mitigation grants, exploration of methods to improve our Community Rating System (CRS) score to reduce the impact of rising flood insurance rates, and a discussion on funding a study examining the fiscal impact of climate informed zoning such as the study prepared by the Lincoln Institute of Land Policy attached. This conversation is relevant to a New Business Item approved in a City Council Meeting on July 12, 2018 to "explore options for, and provide a presentation on, creating a grant or incentive program for homeowner hurricane mitigation efforts in repetitive loss neighborhoods as determined by FEMA." that is on the Health, Energy, Resilience, and Sustainability (HERS) Committee Referral List.

Council Chair Brandi Gabbard
District 2

Attachments:

- July 12, 2018 New Business Item
- "The Case for Climate-Informed Zoning: A Study of Fiscal Impact in Norfolk, VA" prepared by the Lincoln Institute of Land Policy

The following page(s) contain the backup material for Agenda Item: March 7, 2024 Budget, Finance & Taxation Committee - Action Item
Please scroll down to view the backup material.

# H-1

# COUNCIL COMMITTEE REPORT
# ACTION ITEM

| | |
|---|---|
| TO: | Members of City Council |
| DATE: | March 7, 2024 |
| COUNCIL DATE: | March 21, 2024 |
| RE: | March 7, 2024 Budget, Finance, & Taxation Action Item – Property Insurance Coverage for the Period of April 1, 2024 – March 31, 2025. |

**ACTION DESIRED:**

Respectfully requesting approval of a resolution authorizing the Mayor or his designee to accept the proposals submitted by Brown & Brown of Florida, Inc. to provide property insurance coverage effective April 1, 2024.

**ATTACHMENTS:**

Proposed Resolution

Council Vice-Chair Copley Gerdes
Chair, Budget, Finance, & Taxation Committee

RESOLUTION NO. 2024-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT THE PROPOSALS SUBMITTED BY BROWN & BROWN OF FLORIDA, INC. TO PROVIDE PROPERTY INSURANCE COVERAGE EFFECTIVE APRIL 1 2024, AT A TOTAL ESTIMATED COST OF $9,337,060, WHICH COST INCLUDES THE BROKER FEE TO BE PAID TO BROWN & BROWN OF FLORIDA, INC.; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $94,000 FROM THE UNAPPROPRIATED BALANCE OF THE COMMERCIAL INSURANCE FUND (5127) TO THE HUMAN RESOURCES DEPARTMENT, COMMERCIAL INSURANCE DIVISION (090-1925) AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City's current property insurance coverage expires on March 31, 2024; and

WHEREAS, due to the limited number of markets for coverage of this nature and the specialized nature of property insurance programs of this scope, it was determined that it would be most advantageous for the City to utilize the firm of Brown & Brown of Florida, Inc. ("Brown & Brown") as its designated broker for the purpose of securing proposals for coverage for the policy period April 1, 2024 to March 31, 2025 at a fixed fee of $82,800 (in lieu of 10% commission); and

WHEREAS, Brown & Brown has secured a proposal to provide property insurance for properties assigned to the Water Resources Department for a Named Windstorm coverage limit of $100,000,000 with a $150,000,000 All Other Perils coverage limit and Flood annual aggregate ($50,000,000 for all zones and $20,000,000 for zones V & A) with a 5% Named Windstorm and Flood deductible for an annual cost, including National Flood Insurance Policies, Terrorism Coverage, and Loss Engineering fee, of $2,758,736 (including taxes and assessments); and

WHEREAS, Brown & Brown has secured a proposal to provide property insurance for the General Property Program including Tropicana Field for a total insured value of $1,136,888,921 and a coverage limit of $441,000,000 (fire and non-named wind) with a combined coverage limit of $100,000,000 for Named Wind Storm per occurrence and Flood annual aggregate with a $25,000,000 sub-limit for Named Wind Storm per occurrence and Flood Annual Aggregate on Tropicana Field with a 5% Named Windstorm and Flood deductible with the City self-insuring 10% of the first layer of $50,000,000 coverage for an annual cost of $5,875,775 (including taxes and assessments); and

WHEREAS, Brown & Brown has secured proposals for Boiler & Machinery coverage, Fine Arts coverage, Crime coverage, Cyber Liability coverage, National Flood Insurance Policies, and Terrorism Coverage on Tropicana Field, Police Department Property, St. Pete Pier™, City Hall, Albert Whitted Airport, and Al Lang Field for an annual cost of $211,755 (including taxes and assessments); and

WHEREAS, Brown & Brown. has secured a proposal for the Highly Protected Risk program which includes Police Headquarters for an insured value and limit of $86,760,833, with a Flood Annual Aggregate of $5,000,000, a 5% Named Windstorm deductible, a $500,000 per Flood deductible, and a $100,000 All Other Perils deductible including, Boiler and Machinery coverage, and Terrorism for an annual cost of $407,994 (including taxes and assessments); and

WHEREAS, the coverages identified above will be for a one-year period commencing on April 1, 2024; and

WHEREAS, Section 2-186 (l) of the St. Petersburg City Code requires that the purchase of property insurance must be approved by City Council; and

WHEREAS, Administration recommends approval of this Resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor or his designee is authorized to accept the proposals submitted by Brown & Brown of Florida, Inc. to provide property insurance coverage effective April 1, 2024, at a total estimated cost of $9,337,060, which cost includes the broker fee to be paid to Brown & Brown of Florida, Inc.

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

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the Commercial Insurance Fund (5127), the following supplemental appropriation for Fiscal Year 2024:

| | |
|---|---|
| Commercial Insurance Fund (5127) | |
| Human Resources Department, | |
| Commercial Insurance Division (090-1925) | $94,000 |

This Resolution shall become effective immediately upon its adoption.

LEGAL:

00731103

DEPARTMENT:

Christopher M. Guella

BUDGET:

E Makofske

The following page(s) contain the backup material for Agenda Item: A resolution approving the settlement of the lawsuit of Allstate Insurance Company a/s/o Harry Powell v. City of St. Petersburg, Case Number 22-004770-CI and providing an effective date.
Please scroll down to view the backup material.

# I-1

RESOLUTION NO._____

A RESOLUTION APPROVING THE SETTLEMENT OF THE LAWSUIT OF ALLSTATE INSURANCE COMPANY A/S/O HARRY POWELL V. CITY OF ST. PETERSBURG, CASE NUMBER 22-004770-CI AND PROVIDING AN EFFECTIVE DATE.

**BE IT RESOLVED** by the City Council of the City of St. Petersburg, Florida, that the settlement by and between Allstate Insurance Company a/s/o Harry Powell and City of St. Petersburg in Case No. 22-004770-CI, in the amount of $36,000.00 is approved.

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

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

Approved as to Form and Content:

**/S/:**_____
City Attorney (designee)
00727223

The following page(s) contain the backup material for Agenda Item: A resolution approving the settlement of the lawsuit of Catherine Fievet v. City of St. Petersburg, Case No. 20-001621-CI, and providing an effective date.
Please scroll down to view the backup material.

# I-2

RESOLUTION NO._____

A RESOLUTION APPROVING THE SETTLEMENT OF THE LAWSUIT OF CATHERINE FIEVET V. CITY OF ST. PETERSBURG, CASE NO. 20-001621-CI, AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED, by the City Council of the City of St. Petersburg, Florida, that the settlement by and between Catherine Fievet v. City of St. Petersburg, Case No. 20-001621-CI, in the amount of $60,000.00 for a total settlement is approved.

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

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

Approved as to Form and Content:

_____

City Attorney (designee)
00730837

The following page(s) contain the backup material for Agenda Item: Ordinance 1165-V approving a vacation of two (2) street corner easements, generally located at 1000 1st Avenue North; setting forth conditions for the vacation to become effective; and providing for an effective date. (City File No.: DRC 23-33000016)
Please scroll down to view the backup material.

# J-1

st.petersburg
www.stpete.org

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

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

**SUBJECT:** Ordinance 1165-V approving a vacation of two (2) street corner easements, generally located at 1000 1st Avenue North. (City File No.: DRC 23-33000016)

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

**RECOMMENDED CITY COUNCIL ACTION:**
1) Conduct the second reading and public hearing of the attached proposed ordinance; and
2) Approve the proposed ordinance.

---

**The Request:** The request is to vacate two (2) street corner easements generally located at 1000 1st Avenue North. The applicant's goal is to vacate the street corner easements in order to consolidate the property for redevelopment.

**Discussion:** As set forth in the attached report provided to the Development Review Commission (DRC), Staff finds that vacating the subject street corner easements would be consistent with the criteria in the City Code, the Comprehensive Plan, and the applicable special area plan.

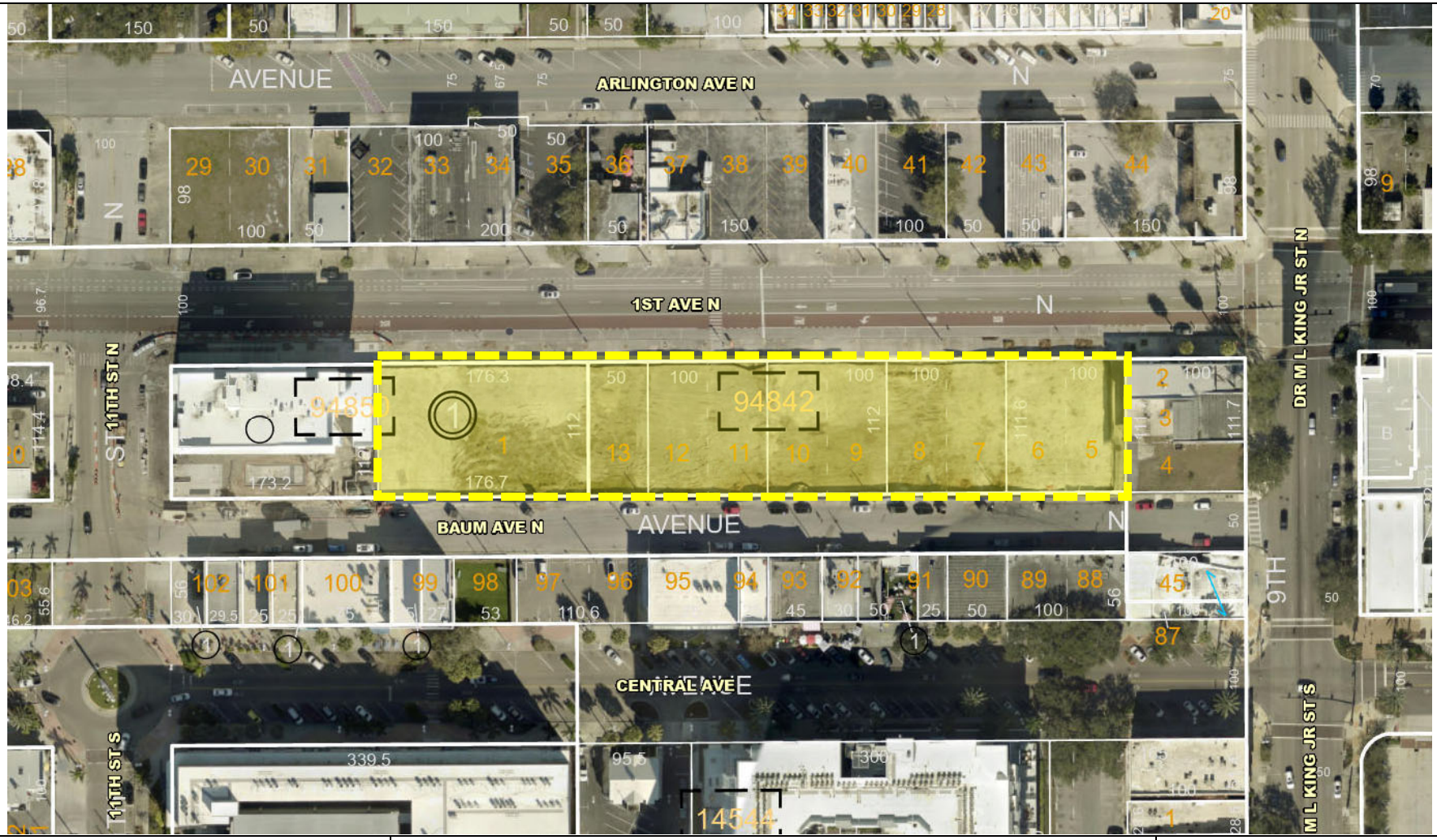
**Agency Review:** The request was routed to City Departments and Private Utility Providers for review and comments. Engineering, Transportation and Water Resources all stated that they have no objections. Staff has not received any letters objecting to the request from any of the private utility providers.

**DRC Action/Public Comments:** On February 7, the Development Review Commission (DRC) held a public hearing on the subject application. No person spoke in opposition to the request. After the public hearing, the DRC voted 6-0 to recommend approval of the proposed vacation. In advance of this report, no additional comments or concerns were expressed to the author.

**RECOMMENDATION:**
The Administration recommends **APPROVAL** of the vacation of the street easements, subject to the following conditions:

As required City Code Section 16.70.050.1.1.F, approval of street corner easement vacations shall lapse unless the vacation ordinance is recorded by the City Clerk in the public records within 24 months from the date of such approval or unless an extension of time is granted by the Development Review Commission or, if appealed, by the City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one (1) year.

Attachments: Project Location Map, Ordinance including Exhibit A, DRC Case 23-33000016 Staff Report




st.petersburg
www.stpete.org

Project Location Map
City of St. Petersburg, Florida
Planning and Development Services Department
Case No.: 23-33000016
Address: 1000 1st Avenue North

N

(nts)

ORDINANCE NO. 1165-V

AN ORDINANCE APPROVING A VACATION OF TWO (2) STREET CORNER EASEMENTS, GENERALLY LOCATED AT 1000 1ST AVENUE NORTH; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The following street corner easements are hereby vacated as recommended by the Administration and the Development Review Commission on February 7, 2024 (City File No. DRC 23-33000016):

Legal Description: See attached Exhibit "A" incorporated as if fully stated herein.

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

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

1. As required by City Code Section 16.70.050.1.1.F, approval of street corner easement vacations shall lapse unless the vacation ordinance is recorded by the City Clerk in the public records within 24 months from the date of such approval or unless an extension of time is granted by the Development Review Commission or, if appealed, by the City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one (1) year.

Section 4. Compliance with §166.041(4), Florida Statutes. This ordinance is enacted to implement Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits. Therefore, a business impact estimate was not required and was not prepared for this ordinance.

Section 5. 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.

LEGAL:

PLANNING & DEVELOPMENT SERVICES DEPARTMENT:

/s/ Elizabeth Abernethy

# LEGAL DESCRIPTION:

THAT CERTAIN STREET EASEMENT LOCATED IN THE NORTHEAST CORNER OF LOT 1 BLOCK 1, WARD AND BAUMS G.T.E. REPLAT AS RECORDED IN PLATS BOOK 83 PAGE 45 IN THE RECORDS OF PINELLAS COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF LOT 1 BLOCK 1, WARDS AND BAUMS G.T.E. REPLAT, AS RECORDED IN PLAT 83 PAGE 45, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND THE SOUTHERLY RIGHT OF WAY LINE OF 1ST AVENUE NORTH, A 100.00 FOOT RIGHT OF WAY, AND RUNNING THENCE SOUTH 00°18'30" WEST, ALONG THE EAST LINE OF LOT 1 BLOCK 1, WARDS AND BAUMS G.T.E. REPLAT, ALSO BEING THE EAST LINE OF LOT 13, AS RECORDED IN PLAT BOOK 1 PAGE 74, PUBLIC RECORDS OF HILLSBOROUGH COUNTY FLORIDA, 25.14 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT, WITH A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.40 FEET, AND A CHORD BEARING OF NORTH 45°50'45" WEST 35.45 FEET; THENCE LEAVING SAID CURVE AND RUNNING EAST ALONG THE SOUTH LINE OF SAID 100 FOOT RIGHT OF WAY OF 1ST AVENUE NORTH FOR 25.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 136 SQUARE FEET OR .003 ACRES.

# LEGEND

| | |
|---|---|
| PB | PLAT BOOK |
| PBH | PLAT BOOK HILLSBOROUGH |
| PG | PAGE |
| R/W | RIGHT OF WAY |
| CB | CHORD BEARING |
| CL | CHORD LENGTH |
| A | ARC LENGTH |
| R | RADIUS |
| p | PLAT |

# NOTES

1. BASIS OF BEARINGS: EAST LINE OF LOT 1 BLOCK 1, N00°18'30"E
2. NOT A BOUNDARY SURVEY
3. THIS SKETCH IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY.
4. 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.
5. THIS DESCRIPTION AND SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
6. THIS SURVEY MAP AND REPORT (IF APPLICABLE) OR COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (IF A HARD COPY), OR THE ADOBE PDF CONTAINING THE ELECTRONIC SIGNATURE HAS NOT BEEN VALIDATED TO BE THE ORIGINAL SINGED AND SEALED VERSION (IF AN ELECTRONIC FILE). IF AN ELECTRONIC FILE, PRINTED COPIES OF THE SURVEY MAP ARE NOT CONSIDERED TO BE VALID SIGNED AND SEALED COPY

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TREVOR HATCH, PSM NO. 7443 ON DECEMBER 8, 2022.

TREVOR HATCH License Number 7443 STATE OF FLORIDA Professional Surveyor and Mapper

PREPARED FOR:
Belpointe – Lori Wortz
255 Glenville Rd
Greenwich, CT 06831

**1000 1st Ave N**
**Sketch and Legal Description**
SECTION 24, TOWNSHIP 31S., RANGE 16E.

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| DRAWN | MS | 12/04/23 |
| CHECKED | TH | 12/04/23 |
| FIELD BOOK | | |
| FIELD DATE | | |

Trevor Hatch
Digitally signed by Trevor Hatch
DN: cn=Trevor Hatch, c=US, o=George F Young, email=thatch@georgefyoung.com
Date: 2023.12.08 07:55:07 -05'00'
Trevor Hatch PSM LS 7443
DATE

George F. Young, Inc.
299 DR. MARTIN LUTHER KING JR. STREET. N. ST. PETERSBURG, FLORIDA 33701
PHONE (727) 822-4317 WWW.GEORGEFYOUNG.COM
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SHEET NO. 1 OF 2

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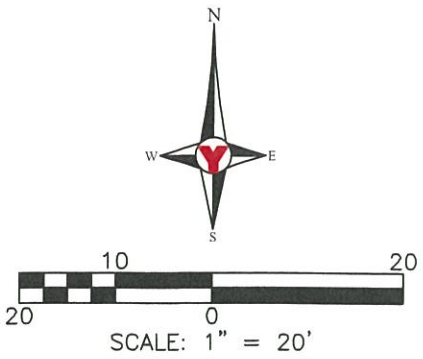


1ST AVENUE NORTH
(100' R/W)

**P.O.B.**
NORTHEAST CORNER OF
LOT 1, BLOCK 1
WARD & BAUMS G.T.E.
REPLAT
PLAT BOOK 83, PAGE 45

WEST 25.14'

N0°18'30"E 25.14'

R= 25.00'
A= 39.40'
CB= N45°09'15"W
CL= 35.45'

CB= N45°50'45"E (P)

**WARD & BAUMS G.T.E. REPLAT**
**PLAT BOOK 83, PAGE 45**

LOT 1, BLOCK 1

*WARD'S & BAUM'S ADD*
*PB 1, PG 74*

LOT 13

PREPARED FOR:
Belpointe – Lori Wortz
255 Glenville Rd
Greenwich, CT 06831

# 1000 1ST AVE N
## SKETCH AND LEGAL

SECTION 24, TOWNSHIP 31S., RANGE 16E.

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| CHECKED | TH | 12/04/23 |
| FIELD BOOK | | |
| FIELD DATE | | |

SEE PAGE 1 OF 2 FOR
NOTES, SIGNATURE AND SEAL

George F. Young, Inc.
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SHEET NO. 2 OF 2

FILE: \\GFY-STP\stp_i\project\sur\2022\22006901SS\DWG\22006901SC-SL-VACATED EASEMENT.dwg
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# LEGAL DESCRIPTION:

THAT CERTAIN STREET EASEMENT LOCATED IN THE SOUTHEAST CORNER OF LOT 1 BLOCK 1, WARD AND BAUMS G.T.E. REPLAT AS RECORDED IN PLATS BOOK 83 PAGE 45 IN THE RECORDS OF PINELLAS COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 133 SQUARE FEET OR .003 ACRES.

# LEGEND

PB PLAT BOOK
PBH PLAT BOOK HILLSBOROUGH
PG PAGE
R/W RIGHT OF WAY
CB CHORD BEARING
CL CHORD LENGTH
A ARC LENGTH
R RADIUS

# NOTES

1. BASIS OF BEARINGS: EAST LINE OF LOT 1 BLOCK 1, N00°18'30"E
2. NOT A BOUNDARY SURVEY
3. THIS SKETCH IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY.
4. 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.
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6. THIS SURVEY MAP AND REPORT (IF APPLICABLE) OR COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (IF A HARD COPY), OR THE ADOBE PDF CONTAINING THE ELECTRONIC SIGNATURE HAS NOT BEEN VALIDATED TO BE THE ORIGINAL SINGED AND SEALED VERSION (IF AN ELECTRONIC FILE). IF AN ELECTRONIC FILE, PRINTED COPIES OF THE SURVEY MAP ARE NOT CONSIDERED TO BE VALID SIGNED AND SEALED COPY

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TREVOR HATCH, PSM NO. 7443 ON DECEMBER 8, 2022.

TREVOR HATCH License Number 7443 STATE OF FLORIDA Professional Surveyor and Mapper

PREPARED FOR:
Belpointe – Lori Wortz
255 Glenville Rd
Greenwich, CT 06831

**1000 1st Ave N**
**Sketch and Legal Description**
SECTION 24, TOWNSHIP 31S., RANGE 16E.

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| CREW CHIEF | | |
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| CHECKED | TH | 12/04/23 |
| FIELD BOOK | | |
| FIELD DATE | | |

Trevor Hatch
Digitally signed by Trevor Hatch
DN: cn=Trevor Hatch, c=US, o=George F Young, email=thatch@georgefyoung.com
Date: 2023.12.08 07:35:27 -05'00'
Trevor Hatch PSM LS 7443
DATE

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JOB NO. 22006901SC

SHEET NO. 1 OF 2

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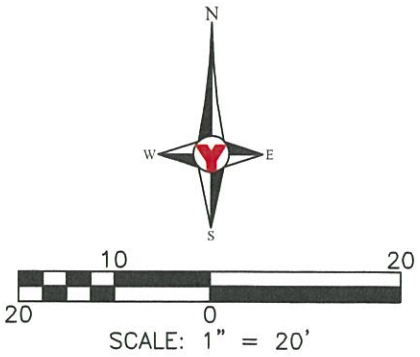


SCALE: 1" = 20'

**WARD & BAUMS G.T.E. REPLAT**
**PLAT BOOK 83, PAGE 45**

LOT 1, BLOCK 1

WARD'S & BAUM'S ADD
PB 1, PG 74

LOT 13

R= 25.00'
A= 39.10'
CB= N45°00'46"E
CL= 35.24'

CB= N45°11'48"E (P)
CL= 35.29' (P)

N0°18'30"E 24.90'

S89°54'54"E 24.90

**P.O.B.**
SOUTHEAST CORNER OF
LOT 1, BLOCK 1
WARD & BAUMS G.T.E.
REPLAT
PLAT BOOK 83, PAGE 45

**BAUM AVENUE NORTH**
(WEST 5TH AVENUE – PER PBH 1, PAGE 74)
(50' R/W)

PREPARED FOR:
Belpointe – Lori Wortz
255 Glenville Rd
Greenwich, CT 06831

# 1000 1ST AVE N
## SKETCH AND LEGAL

SECTION 24, TOWNSHIP 31S., RANGE 16E.

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| DRAWN | MS | 12/04/23 |
| CHECKED | TH | 12/04/23 |
| FIELD BOOK | | |
| FIELD DATE | | |

SEE PAGE 1 OF 2 FOR NOTES, SIGNATURE AND SEAL


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JOB NO. 22006901SS

SHEET NO. 2 OF 2


FILE: \\GFY-STP\stp_i\project\sur\2022\22006901SS\DWG\22006901SC-SL-VACATED EASEMENT.dwg
LOGIN: Sferelli, Mariana
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**CITY OF ST. PETERSBURG**
**PLANNING & DEVELOPMENT SERVICES DEPT.**
**DEVELOPMENT REVIEW SERVICES DIVISION**

**DEVELOPMENT REVIEW COMMISSION**
**STAFF REPORT**

# VACATION OF RIGHTS-OF-WAY
# PUBLIC HEARING

According to Planning & Development Services Department records, **Commissioner Walker** or his or her spouse has a direct or indirect ownership interest in real property located within 1,000 linear feet of real property contained with the application (measured in a straight line between the nearest points on the property lines). All other possible conflicts should be declared upon the announcement of the item.

**REPORT TO THE DEVELOPMENT REVIEW COMMISSION FROM DEVELOPMENT REVIEW SERVICES DIVISION, PLANNING & DEVELOPMENT SERVICES DEPARTMENT,** for Public Hearing and Executive Action on **Wednesday, February 7, 2024, at 1:00 PM** at Council Chambers, City Hall, located at 175 5th Street North, St. Petersburg, Florida. The City's Planning and Development Services Department requests that you visit the City website at www.stpete.org/meetings for up-to-date information.

| | |
|---|---|
| CASE NO.: | 23-33000016 PLAT SHEET: G-2 |
| REQUEST: | Approval of a vacation of two (2) street corner easements, generally located at 1000 1st Avenue North. |
| OWNER: | BPOZ 1000 First LLC<br>255 Glenville Road<br>Greenwich, CT 06831-4173 |
| AGENT: | Ann Pollack, Fletcher Fischer Pollack PL<br>433 Central Avenue, Suite 400<br>St. Petersburg, FL 33701 |
| ADDRESSES: | 1000 1st Avenue North |
| PARCEL ID NO.'S: | 24-31-16-94850-001-0010 |
| LEGAL DESCRIPTION: | On File |
| ZONING: | Downtown Center (DC-1) |

## DISCUSSION AND RECOMMENDATION:

**Request.** The request is to vacate two (2) street corner easements generally located at 1000 1st Avenue South. The applicant's goal is to vacate the rights-of-way in order to consolidate the property for redevelopment. The area of the rights-of-way proposed for vacation are depicted on the Location Map (Attachment A) and Sketches and Legal Descriptions (Attachment B).

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

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

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

### A. Land Development Regulations

Section 16.40.140.2.1E of the LDR's contains the criteria for reviewing proposed vacations. The criteria are provided below in italics, followed by itemized findings by Staff.

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

   The application was routed to City Departments and Private Utility Providers for review and comments. Engineering's Memorandum dated January 23, 2024 (see Attachment D) and Water Resources' Memorandum dated December 21, 2023 (see Attachment E) both state that they have no objections. Staff has not received any letters objecting to the request from any of the private utility providers.

2. *The vacation shall not cause a substantial detrimental effect upon or substantially impair or deny access to any lot of record as shown from the testimony and evidence at the public hearing.*

   Approval of the vacation will not deny access to any lot of record.

3. *The vacation shall not adversely impact the existing roadway network, such as to create dead-end rights-of-way, substantially alter utilized travel patterns, or undermine the integrity of historic plats of designated historic landmarks or neighborhoods.*

   The requested vacation will not result in adverse impacts to the existing roadway network. Allowing these obsolete rights-of-way easements to be vacated will facilitate redevelopment of the block with a new project that is consistent with the overall goals of the DC zoning district.

4. *The easement is not needed for the purpose for which the City has a legal interest and, for rights-of-way, there is no present or future need for the right-of-way for public vehicular or pedestrian access, or for public utility corridors.*

   The subject street corner easements were dedicated to accommodate future intersection widening projects which are no longer planned. The subject rights-of-way easements are no longer necessary.

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

   No other factors have been raised for consideration.

**B. Comprehensive Plan**

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

The City's Transportation and Parking Management Department has reviewed the proposed vacation and has no objection (see Attachment F). The proposed vacation of the street corner easements will foster redevelopment which is a goal of the Comprehensive Plan.

**Comments from Agencies and the Public:**

The request was routed to City Departments and Private Utility Providers for review and comments. Engineering, Transportation and Water Resources all stated that they have no objections. Staff has not received any letters objecting to the request from any of the private utility providers.

**RECOMMENDATION:**

Staff recommends **APPROVAL** of the proposed vacation of multiple street corner easements. If the DRC is inclined to support the vacation, Staff recommends the following special conditions of approval:

1. As required by City Code Section 16.70.050.1.1.F, approval of right-of-way vacations shall lapse and become void unless the vacation ordinance is recorded by the City Clerk in the public records within 24 months from the date of such approval or unless an extension of time is granted by the Development Review Commission or, if appealed, by the City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one (1) year.

**REPORT PREPARED BY:**

*/s/ Scot Bolyard* *01/25/2024*

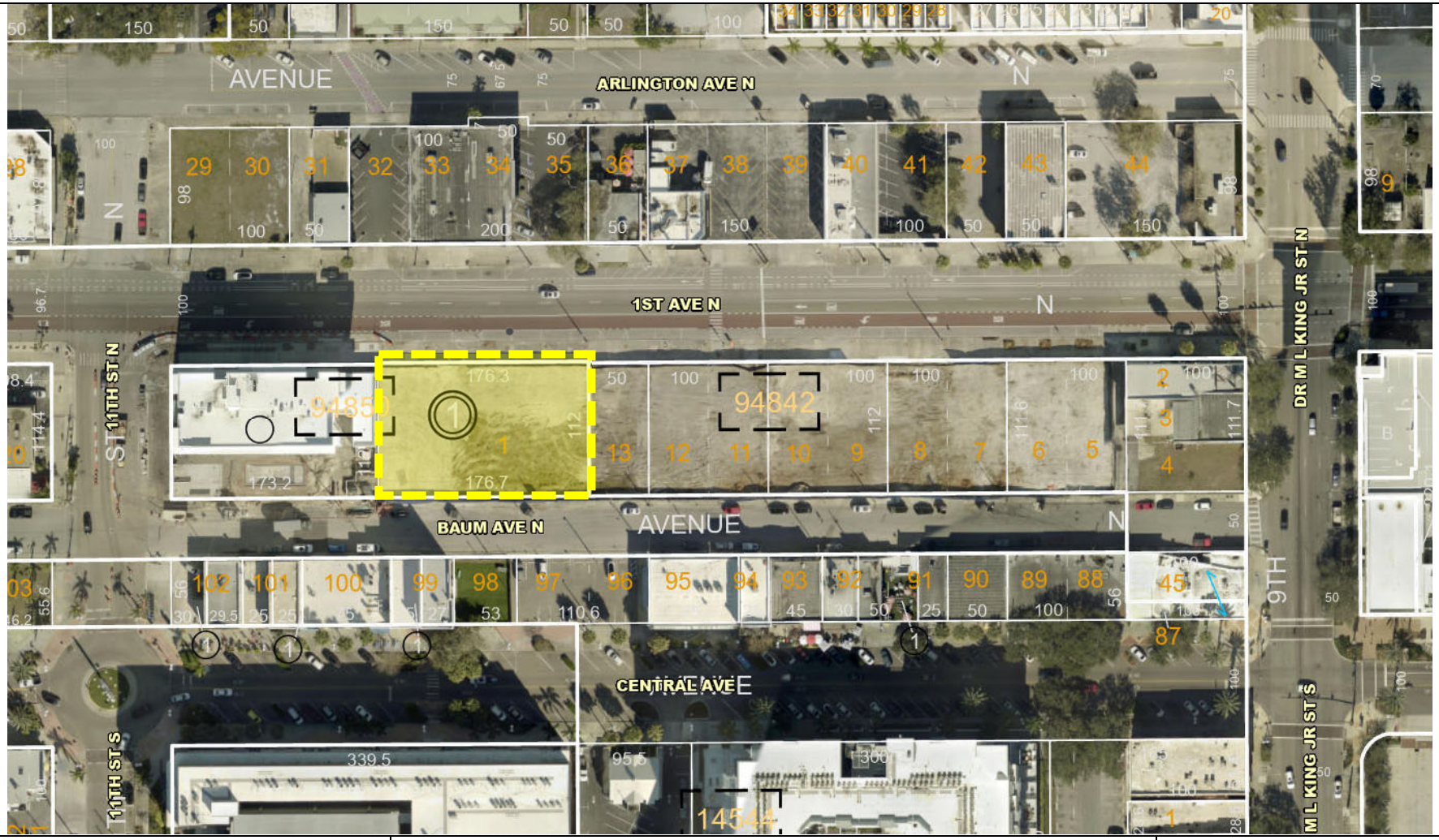
**Scot Bolyard, AICP, Deputy Zoning Official** Date
Development Review Services Division
Planning & Development Services Department

**REPORT APPROVED BY:**

*/s/ Corey Malyszka* *01/25/2024*

Corey Malyszka, AICP, Zoning Official (POD) Date
Development Review Services Division
Planning and Development Services Department

List of Exhibits: A - Location Map, B - Sketches and Legal Descriptions, C - Applicant's Narrative, D - Engineering Memorandum dated January 23, 2024, E - Water Resources Memorandum dated December 21, 2023, F - Transportation Memorandum dated January 5, 2024




st.petersburg
www.stpete.org

Project Location Map
City of St. Petersburg, Florida
Planning and Development Services Department
Case No.: 23-33000016
Address: 1000 1st Avenue North

N

(nts)

# LEGAL DESCRIPTION:

THAT CERTAIN STREET EASEMENT LOCATED IN THE NORTHEAST CORNER OF LOT 1 BLOCK 1, WARD AND BAUMS G.T.E. REPLAT AS RECORDED IN PLATS BOOK 83 PAGE 45 IN THE RECORDS OF PINELLAS COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 136 SQUARE FEET OR .003 ACRES.

# LEGEND

PB PLAT BOOK
PBH PLAT BOOK HILLSBOROUGH
PG PAGE
R/W RIGHT OF WAY
CB CHORD BEARING
CL CHORD LENGTH
A ARC LENGTH
R RADIUS
p PLAT

# NOTES

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THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TREVOR HATCH, PSM NO. 7443 ON DECEMBER 8, 2022.

TREVOR HATCH License Number 7443 STATE OF FLORIDA Professional Surveyor and Mapper

PREPARED FOR:
Belpointe – Lori Wortz
255 Glenville Rd
Greenwich, CT 06831

## 1000 1st Ave N
## Sketch and Legal Description
SECTION 24, TOWNSHIP 31S., RANGE 16E.

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| FIELD BOOK | | |
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Trevor Hatch
Trevor Hatch PSM LS 7443
DATE

Digitally signed by Trevor Hatch
DN: cn=Trevor Hatch, c=US, o=George F Young, email=thatch@georgefyoung.com
Date: 2023.12.08 07:55:07 -05'00'

George F. Young, Inc.
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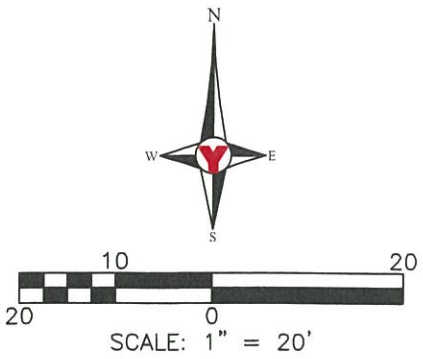


1ST AVENUE NORTH
(100' R/W)

**P.O.B.**
NORTHEAST CORNER OF
LOT 1, BLOCK 1
WARD & BAUMS G.T.E.
REPLAT
PLAT BOOK 83, PAGE 45

WEST 25.14'

N0°18'30"E 25.14'

R= 25.00'
A= 39.40'
CB= N45°09'15"W
CL= 35.45'

CB= N45°50'45"E (P)

**WARD & BAUMS G.T.E. REPLAT**
**PLAT BOOK 83, PAGE 45**

LOT 1, BLOCK 1

*WARD'S & BAUM'S ADD*
*PB 1, PG 74*

LOT 13

PREPARED FOR:
Belpointe – Lori Wortz
255 Glenville Rd
Greenwich, CT 06831

# 1000 1ST AVE N
## SKETCH AND LEGAL

SECTION 24, TOWNSHIP 31S., RANGE 16E.

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SEE PAGE 1 OF 2 FOR
NOTES, SIGNATURE AND SEAL

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CONTAINING 133 SQUARE FEET OR .003 ACRES.

# LEGEND

PB PLAT BOOK
PBH PLAT BOOK HILLSBOROUGH
PG PAGE
R/W RIGHT OF WAY
CB CHORD BEARING
CL CHORD LENGTH
A ARC LENGTH
R RADIUS

# NOTES

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TREVOR HATCH License Number 7443 STATE OF FLORIDA Professional Surveyor and Mapper

PREPARED FOR:
Belpointe – Lori Wortz
255 Glenville Rd
Greenwich, CT 06831

**1000 1st Ave N**
**Sketch and Legal Description**
SECTION 24, TOWNSHIP 31S., RANGE 16E.

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Trevor Hatch
Digitally signed by Trevor Hatch
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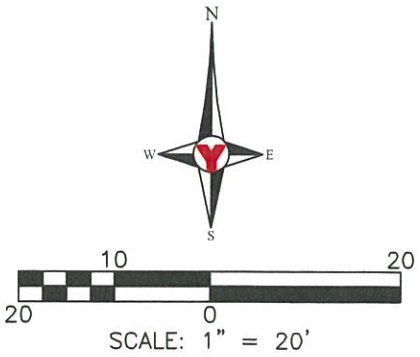


SCALE: 1" = 20'

**WARD & BAUMS G.T.E. REPLAT**
**PLAT BOOK 83, PAGE 45**

LOT 1, BLOCK 1

WARD'S & BAUM'S ADD
PB 1, PG 74

LOT 13

R= 25.00'
A= 39.10'
CB= N45°00'46"E
CL= 35.24'

CB= N45°11'48"E (P)
CL= 35.29' (P)

N0°18'30"E 24.90'

S89°54'54"E 24.90

**P.O.B.**
SOUTHEAST CORNER OF
LOT 1, BLOCK 1
WARD & BAUMS G.T.E.
REPLAT
PLAT BOOK 83, PAGE 45

**BAUM AVENUE NORTH**
(WEST 5TH AVENUE – PER PBH 1, PAGE 74)
(50' R/W)

PREPARED FOR:
Belpointe – Lori Wortz
255 Glenville Rd
Greenwich, CT 06831

# 1000 1ST AVE N
## SKETCH AND LEGAL

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SEE PAGE 1 OF 2 FOR NOTES, SIGNATURE AND SEAL


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PBH PLAT BOOK HILLSBOROUGH
PG PAGE
R/W RIGHT OF WAY
CB CHORD BEARING
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TREVOR HATCH License Number 7443 STATE OF FLORIDA Professional Surveyor and Mapper

PREPARED FOR:
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255 Glenville Rd
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## 1000 1st Ave N
## Sketch and Legal Description

SECTION 24, TOWNSHIP 31S., RANGE 16E.

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Trevor Hatch PSM LS 7443
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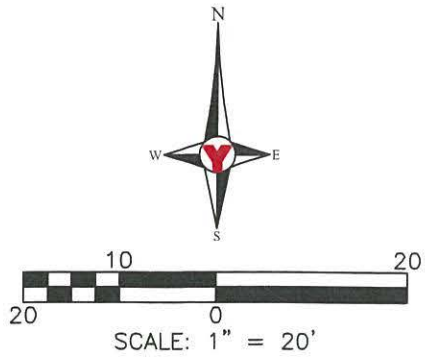


1ST AVENUE NORTH
(100' R/W)

**P.O.B.**
NORTHEAST CORNER OF
LOT 1, BLOCK 1
WARD & BAUMS G.T.E.
REPLAT
PLAT BOOK 83, PAGE 45

WEST 25.14'

N0°18'30"E 25.14'

R= 25.00'
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CB= N45°09'15"W
CL= 35.45'

CB= N45°50'45"E (P)

**WARD & BAUMS G.T.E. REPLAT**
**PLAT BOOK 83, PAGE 45**

LOT 1, BLOCK 1

*WARD'S & BAUM'S ADD*
*PB 1, PG 74*

LOT 13

PREPARED FOR:
Belpointe – Lori Wortz
255 Glenville Rd
Greenwich, CT 06831

# 1000 1ST AVE N
## SKETCH AND LEGAL

SECTION 24, TOWNSHIP 31S., RANGE 16E.

| REVISED | BY | DATE | DESCRIPTION |
|---|---|---|---|
| | | | |
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| | INITIALS | DATE |
|---|---|---|
| CREW CHIEF | | |
| DRAWN | MS | 12/04/23 |
| CHECKED | TH | 12/04/23 |
| FIELD BOOK | | |
| FIELD DATE | | |

SEE PAGE 1 OF 2 FOR
NOTES, SIGNATURE AND SEAL

George F. Young, Inc.
299 DR. MARTIN LUTHER KING JR. STREET. N. ST. PETERSBURG, FLORIDA 33701
PHONE (727) 822-4317 WWW.GEORGEFYOUNG.COM
BUSINESS ENTITY LB21
CIVIL, TRANSPORTATION, SUBSURFACE & STRUCTURAL ENGINEERING
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JOB NO. 22006901SS

SHEET NO. 2 OF 2

FILE: \\GFY-STP\stp_i\project\sur\2022\22006901SS\DWG\22006901SC-SL-VACATED EASEMENT.dwg
LOGIN: Sferelli, Mariana
PLOTTED: 12/7/2023 9:14 AM

# LEGAL DESCRIPTION:

THAT CERTAIN STREET EASEMENT LOCATED IN THE SOUTHEAST CORNER OF LOT 1 BLOCK 1, WARD AND BAUMS G.T.E. REPLAT AS RECORDED IN PLATS BOOK 83 PAGE 45 IN THE RECORDS OF PINELLAS COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF LOT 1 BLOCK 1, WARDS AND BAUMS G.T.E. REPLAT, AS RECORDED IN PLAT 83 PAGE 45, PUBLIC RECORDS OF PINELLAS COUNTY FLORIDA AND THE NORTHERLY RIGHT OF WAY OF BAUM AVENUE NORTH, A 50.00 FOOT RIGHT OF WAY, AND RUNNING THENCE SOUTH 89°54'54" EAST ALONG SAID RIGHT OF WAY FOR 24.90 FEET, THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS 25.00 OF FEET, AN ARC DISTANCE OF 39.10 FEET, AND A CHORD BEARING OF NORTH 45°11'48" EAST 35.29 FEET, THENCE LEAVING SAID CURVE RUNNING SOUTH 00°19'30" WEST ALONG THE EAST LINE OF LOT 1 BLOCK 1, WARDS AND BAUMS G.T.E. REPLAT, ALSO BEING THE EAST LINE OF LOT 13, AS RECORDED IN PLAT BOOK 1 PAGE 74, PUBLIC RECORDS OF HILLSBOROUGH COUNTY FLORIDA, 24.90 FEET TO THE POINT OF BEGINNING

CONTAINING 133 SQUARE FEET OR .003 ACRES.

# LEGEND

PB PLAT BOOK
PBH PLAT BOOK HILLSBOROUGH
PG PAGE
R/W RIGHT OF WAY
CB CHORD BEARING
CL CHORD LENGTH
A ARC LENGTH
R RADIUS

# NOTES

1. BASIS OF BEARINGS: EAST LINE OF LOT 1 BLOCK 1, N00°18'30"E
2. NOT A BOUNDARY SURVEY
3. THIS SKETCH IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY.
4. 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.
5. THIS DESCRIPTION AND SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
6. THIS SURVEY MAP AND REPORT (IF APPLICABLE) OR COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (IF A HARD COPY), OR THE ADOBE PDF CONTAINING THE ELECTRONIC SIGNATURE HAS NOT BEEN VALIDATED TO BE THE ORIGINAL SINGED AND SEALED VERSION (IF AN ELECTRONIC FILE). IF AN ELECTRONIC FILE, PRINTED COPIES OF THE SURVEY MAP ARE NOT CONSIDERED TO BE VALID SIGNED AND SEALED COPY

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TREVOR HATCH, PSM NO. 7443 ON DECEMBER 8, 2022.

PREPARED FOR:
Belpointe – Lori Wortz
255 Glenville Rd
Greenwich, CT 06831

**1000 1st Ave N**
**Sketch and Legal Description**
SECTION 24, TOWNSHIP 31S., RANGE 16E.

| REVISED | BY | DATE | DESCRIPTION |
|---|---|---|---|
| | | | |

| | INITIALS | DATE |
|---|---|---|
| CREW CHIEF | | |
| DRAWN | MS | 12/04/23 |
| CHECKED | TH | 12/04/23 |
| FIELD BOOK | | |
| FIELD DATE | | |

Trevor Hatch
Digitally signed by Trevor Hatch
DN: cn=Trevor Hatch, c=US, o=George F Young, email=thatch@georgefyoung.com
Date: 2023.12.08 07:35:27 -05'00'
Trevor Hatch PSM LS 7443
DATE

George F. Young, Inc.
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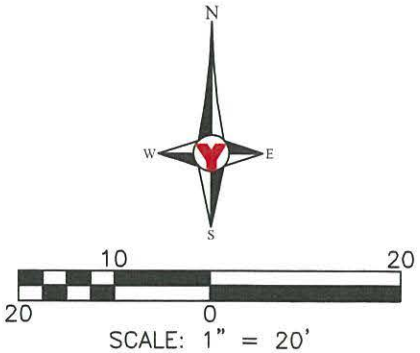
JOB NO. 22006901SC
SHEET NO. 1 OF 2

PLOTTED: 12/7/2023 9:39 AM LOGIN: Sferelli, Mariana FILE: \\GFY-STP\stp_i\project\sur\2022\22006901SS\DWG\22006901SC-SL-VACATED EASEMENT.dwg




WARD & BAUMS G.T.E. REPLAT
PLAT BOOK 83, PAGE 45

LOT 1, BLOCK 1

WARD'S & BAUM'S ADD
PB 1, PG 74

LOT 13

R= 25.00'
A= 39.10'
CB= N45°00'46"E
CL= 35.24'

CB= N45°11'48"E (P)
CL= 35.29' (P)

N0°18'30"E 24.90'

S89°54'54"E 24.90

**P.O.B.**
SOUTHEAST CORNER OF
LOT 1, BLOCK 1
WARD & BAUMS G.T.E.
REPLAT
PLAT BOOK 83, PAGE 45

**BAUM AVENUE NORTH**
(WEST 5TH AVENUE – PER PBH 1, PAGE 74)
(50' R/W)

PREPARED FOR:
Belpointe – Lori Wortz
255 Glenville Rd
Greenwich, CT 06831

# 1000 1ST AVE N
## SKETCH AND LEGAL

SECTION 24, TOWNSHIP 31S., RANGE 16E.

| REVISED | BY | DATE | DESCRIPTION |
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| | INITIALS | DATE |
|---|---|---|
| CREW CHIEF | | |
| DRAWN | MS | 12/04/23 |
| CHECKED | TH | 12/04/23 |
| FIELD BOOK | | |
| FIELD DATE | | |

SEE PAGE 1 OF 2 FOR
NOTES, SIGNATURE AND SEAL

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JOB NO. 22006901SS

SHEET NO. 2 OF 2

PLOTTED: 12/7/2023 9:07 AM LOGIN: Sferelli, Mariana FILE: \\GFY-STP\stp_i\project\sur\2022\22006901SS\DWG\22006901SC-SL-VACATED EASEMENT.dwg

## Katie E. Cole

**From:** Katie E. Cole
**Sent:** Tuesday, December 5, 2023 11:21 AM
**To:** variance@stpetecona.org
**Cc:** 'Walker, Matt'; Scot K. Bolyard
**Subject:** 1000 1st Ave North
**Attachments:** Corner Easement Vacation.PDF; 03835.0001 BAUM AVENUE SURVEY (SIGNED 4-23-2020).pdf; 26644400.pdf

Good morning-
As part of the ongoing construction of the new mixed use building generally located at 1000 1st Ave north, the owner is applying to vacate and resolve certain easements on the property which are located within the construction area. Corner easements at the intersection (and not included in this Project area) were previously vacated and these remaining easements are located midblock.

Please let me know if you have any comments or concerns.

Thank you!
Katie

**Katie E. Cole**
Shareholder

o: 727.724.3900 | d: 727.259.6791 | Katie.Cole@hwhlaw.com | hwhlaw.com
600 Cleveland Street, Suite 800, Clearwater, FL 33755
101 E. Kennedy Blvd., Suite 3700, Tampa, FL 33602

HILL WARD HENDERSON

vcard bio

MEMORANDUM
CITY OF ST. PETERSBURG
ENGINEERING & CAPITAL IMPROVEMENTS DEPARTMENT (ECID)

**TO:** Scot Bolyard, Deputy Zoning Official

**FROM:** Kyle Hurin, Engineering Plans Review Supervisor

**DATE:** January 23rd, 2024

**SUBJECT:** Vacation of Right-of-Way

**FILE:** 23-33000016

| | | |
|---|---|---|
| **LOCATION AND PIN:** | 922 1st Ave N. | 24-31-16-94842-000-0050 |
| | 936 1st Ave N. | 24-31-16-94842-000-0080 |
| | 954 1st Ave N. | 24-31-16-94842-000-0090 |
| | 956 1st Ave N. | 24-31-16-94842-000-0110 |
| | 1000 1st Ave N. | 24-31-16-94842-001-0010 |
| | 1004 1st Ave N. | 24-31-16-94842-000-0130 |

**ATLAS:** G-2

**Zoning:** Downtown Center (DC-1)

**REQUEST:** Approval of a vacation of two (2) street corner easements, generally located at 1000 1st Avenue North.

**SPECIAL CONDITIONS OF APPROVAL:** The Engineering and Capital Improvements Department (ECID) has no objection to the proposed partial right of way vacation.

**Disclaimer, standards subject to change.** The comments provided are based on current design standards and are subject to change based on statutory requirements and updates.

**Disclaimer, Permit coordination.** For consistency of permits and work associated with the project, coordinate with ECID Right-of-way (ROW) staff for any impacts in the City Right of Way prior to issuance of building construction permit. Email ECID ROW staff at: ROW_permitting@stpete.org. A ROW work permit issued by ECID must be obtained prior to the commencement of any work within City controlled right-of-way or public easement. All work within right-of-way or public easement shall be installed at the applicant's expense and in accordance with the standards, specifications, and policies adopted by the City.

1. ECID has no objection to the vacation. The easements do not contain any city assets and are not needed for future use.

KJH/aw

ec: WRD
Kayla Eger – Development Review Services

# MEMORANDUM
# CITY OF ST. PETERSBURG
Water Resources Department

**TO:** Corey Malyszka, Zoning Official

**FROM:** Thomas Whitman, Designer I, Water Resources

**DATE:** December 21, 2023

**SUBJECT:** Approval of a vacation of two (2) street corner easements, generally located at 1000 1st Avenue North.

**PLAT:** G-2

**CASE:** 23-33000016

**LOCATION:** 936 1st Ave N.;24-31-16-94842-000-0080, 954 1st Ave N.;24-31-16-94842-000-0090, 956 1st Ave N.; 24-31-16-94842-000-0110, 1004 1st Ave N.;24-31-16-94842-000-0130, 1000 1st Ave N.;24-31-16-94850-001-0010, 922 1st Ave N.;24-31-16-94842-000-0050

**REMARKS:** Water Resources has no objection to the above-referenced subject.

Project file

st.petersburg
www.stpete.org

# CITY OF ST. PETERSBURG

## Transportation and Parking Management Department

## MEMORANDUM

TO: Scot Bolyard, Deputy Zoning Official, Planning & Development Services

FROM: Rebecca Moistner, Transportation Planner II, Transportation and Parking Management Department

DATE: January 5, 2024

SUBJECT: Approval of a vacation of two (2) street corner easements, generally located at 1000 1st Avenue North

CASE: 23-33000016

---

The Transportation and Parking Management Department has reviewed the application to vacate two street corner easements at the property generally located at 1000 1st Avenue North and has no comments or objections.

The following page(s) contain the backup material for Agenda Item: Ordinances amending Chapter 16, Land Development Regulations (LDRs) and amending Chapter 8, Building Code, adopting a local technical amendment, pertaining to Floodplain Management and the Floodplain Management Ordinance (FPM) to remain in compliance with the National Flood Insurance Program (NFIP) and to comply with the NFIPs Community Rating System (CRS).
Please scroll down to view the backup material.

# J-2

**ST. PETERSBURG CITY COUNCIL**

**Meeting of March 21, 2024**

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

**SUBJECT:** Ordinances amending Chapter 16, Land Development Regulations (LDR's) and amending Chapter 8, Building Code, adopting a local technical amendment, pertaining to Floodplain Management and the Floodplain Management Ordinance (FPM) to remain in compliance with the National Flood Insurance Program (NFIP) and to comply with the NFIP's Community Rating System (CRS).

Ordinance 574-H of the City of St. Petersburg, Florida amending the Land Development Regulations; amending Section 16.40.050.3.1. to update the person officially designated to perform the duties set forth in the Floodplain Management Ordinance; amending Section 16.40.050.94 to update the definition of market value; amending Section 16.40.050.13.4. to update general elevation requirements for manufactured homes in the Coastal high Hazard Area; providing for applicability; providing for severability; and providing an effective date.

Ordinance 573-H of the City of St. Petersburg, Florida amending Chapter Eight of the city code; amending Section 8-36(c)(3) to make a local technical amendment to the Florida Building Code (FBC) to rescind previous amendments to the FBC related to floodproofing; providing for applicability; providing for severability; and providing an effective date. (City File: LDR-2024-01)

## BACKGROUND:

In June of 2021 the Floodplain Management Ordinance (FPM) was updated to comply with the National Flood Insurance Program (NFIP) based on the State Department of Emergency Management (DEM) model ordinance, to incorporate plan review requirements, and to promote consistency.

This application includes three additional text amendments to Chapter 16, Floodplain Management Ordinance to provide additional clarity and consistency with FEMA and Pinellas County: changing the POD from the Building Official to the Floodplain Manager, updating the market value definition, and clarifications to the measurement of the base elevation of mobile homes. A more detailed description of the changes is provided in the attached DRC staff report.

In addition to the changes to Chapter 16, one change to the Florida Building Code in Chapter 8 is proposed to revert back to the ASCE 24 original language for floodproofing within a Coastal A Zone. This will provide consistency with the Florida Building Code, ASCE 24 and Pinellas County Flood design regulations.

**RECOMMENDATION:**
Administration: City staff recommends APPROVAL.

Development Review Commission (DRC): On February 7, 2024, the DRC held a public hearing regarding this matter and voted 6 to 0 making a finding of consistency with the Comprehensive Plan and recommending to City Council **APPROVAL** of the amendment to Chapter 16.

Recommended City Council Action:
1) CONDUCT the second reading; AND
3) APPROVE the attached proposed ordinances.

Attachments: Ordinance 573-H and Ordinance 574-H, DRC Staff Report.

**Ord. No. 574-H**

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA AMENDING ITS LAND DEVELOPMENT REGULATIONS; AMENDING SECTION 16.40.050.3.1. TO UPDATE THE PERSON OFFICIALLY DESIGNATED TO PERFORM THE DUTIES SET FORTH IN THE FLOODPLAIN MANAGEMENT ORDINANCE; AMENDING SECTION 16.40.050.9.4. TO UPDATE THE DEFINITION OF MARKET VALUE; AMENDING SECTION 16.40.050.13.4. TO UPDATE GENERAL ELEVATION REQUIREMENTS FOR MANUFACTURED HOMES IN THE COASTAL HIGH HAZARD AREA; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN:

**SECTION ONE.** Section 16.40.050.3.1. of the St. Petersburg City Code is hereby amended to read as follows:

**16.40.050.3.1. Designation.**

The ~~Building Official~~ Floodplain Manager is designated as the person officially designated (POD) and Floodplain Administrator for the purposes of this ordinance. The ~~Building Official~~ Floodplain Manager may delegate the performance of certain duties to other employees.

**SECTION TWO.** The definition of "Market value" in Section 16.40.050.9.4. of the St. Petersburg City Code is hereby amended to read as follows:

**16.40.050.9.4. Definitions.**

*Market value* means the ~~price at which a property will be transferred between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this ordinance, the term refers to the market~~ value of buildings and structures, excluding the land and other improvements on the parcel. Market value is the actual cash value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, ~~may be established by a qualified independent appraiser, with a signed, original, certified comparative appraisal, using at least three comparative properties and which is no more than 12 months old, or in the case of unusual properties which are not frequently bought or sold, including, but not limited to, properties such as churches, colleges or hospitals, for example, by other types of appraisals such as actual cash value (like-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction),~~ or the Pinellas County Property Appraiser's Replacement Cost Depreciated (RCD)

Value tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.

**SECTION THREE.** Section 16.40.050.13.4. of the St. Petersburg City Code is hereby amended to read as follows:

**16.40.050.13.4. General elevation requirement.**

All new, relocated, substantially improved, and substantially damaged manufactured homes shall be elevated such that the top of the supporting metal chassis is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2, as modified (Zone A/AE). In areas of shallow flooding (AO Zones) and Unnumbered A zones, all new, relocated, substantially improved, and substantially damaged manufactured homes shall have the top of the supporting metal chassis elevated to a height above the highest adjacent grade of not less than the depth number specified in feet (mm) on the FIRM plus two feet, or at least four feet above the highest adjacent grade if a depth number is not specified. In coastal high hazard areas (Zone V/VE), <u>replacement manufactured homes shall be elevated such that</u> the bottom of the supporting metal chassis <u>is at or above the elevation required in the Florida Building Code, Residential Section R322.2, and the bottom of the supporting metal chassis</u> shall be the lowest horizontal structural member, where chassis means the supporting metal frame of the manufactured home, exclusive of the body or housing.

**SECTION FOUR**. Applicability. For the purposes of jurisdictional applicability, this ordinance shall apply in the City of St. Petersburg. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

**SECTION FIVE.** Coding. As used in this ordinance, all language shall appear in the City Code in the section, subsection, or other location where indicated and in the manner in which it is displayed herein. Struck-through type is language to be deleted from the Florida Building Code, as a local amendment thereto, and shall appear as struck-through type in the City Code. <u>Underlined</u> type is language to be added to the Florida Building Code, as a local amendment thereto, and shall appear as <u>underlined</u> type in the City Code. Language that is neither struck-through nor <u>underlined</u> type is unamended language from the Florida Building Code, and shall appear as such in the City Code. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise.

**SECTION SIX.** Severability. The provisions of this ordinance shall be deemed severable. The unconstitutionality or invalidity of any word, sentence or portion of this ordinance shall not affect the validity of the remaining portions.

**SECTION SEVEN.** COMPLIANCE WITH § 166.041(4), FLORIDA STATUTES. This ordinance is enacted to implement Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits. Therefore, a business impact estimate was not required and was not prepared for this ordinance.

**SECTION EIGHT.** Effective Date. In the event that this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the fifth business day

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

Approved as to form and content:

*/s/ Michael J. Dema*
City Attorney (designee)
00726153.docx

**Ord. No. 573-H**

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA AMENDING CHAPTER EIGHT OF THE CITY CODE; AMENDING SECTION 8-36(c)(3) TO MAKE A LOCAL TECHNICAL AMENDMENT TO THE FLORIDA BUILDING CODE (FBC) TO RESCIND PREVIOUS AMENDMENTS TO THE FBC RELATED TO FLOODPROOFING; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

**WHEREAS,** the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of the City of St. Petersburg, Florida and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare; and

**WHEREAS**, the City of St. Petersburg, Florida was accepted for participation in the National Flood Insurance Program on May 28, 1971 and the City Council desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

**WHEREAS**, Chapter 553, Florida Statutes, was adopted by the Florida Legislature to provide a mechanism for the uniform adoption, updating, amendment, interpretation and enforcement of a state building code, called the Florida Building Code (FBC); and

**WHEREAS**, section 553.73(5), Florida Statutes, allows adoption of local administrative and technical amendments to the FBC to implement the National Flood Insurance Program; and

**WHEREAS,** the purpose of this Ordinance is to allow dry floodproofing in Coastal A Zones, in accordance with the FBC by rescinding the previous local technical amendment to Sec. 1612.4.1 subsections 1 and 2, while retaining the local technical amendments previously adopted to Sec. 1612.4.1 which added subsections 3-8; and

**WHEREAS**, the City Council has determined that it is in the public interest to adopt the proposed local technical amendment to the FBC and the proposed amendment is not more stringent than necessary to address the need identified, does not discriminate against materials, products or construction techniques of demonstrated capabilities, and is in compliance with section 553.73(4), Florida Statutes.

THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN:

**SECTION ONE.** The Florida Building Code (FBC) which has previously been adopted by the City in Chapter Eight of the City Code, is hereby amended by making the following amendment to FBC Section 1612.4.1 in Sec. 8-36(c)(3) to read as follows:

**Sec. 8-36. Administrative amendments to the Florida Building Code.**

* * *

(c) The following additional amendments are made to the Florida Building Code:

* * *

(3) *Technical amendments to the Florida Building Code, Building.*

* * *

Modify Sec. 1612.4.1 ~~as follows~~ by adding the following subsections 3. to 8.:

~~1612.4.1 *Modification of ASCE 24.*~~

~~Table 6-1 and Section 6.2.1 in ASCE 24 shall be modified as follows:~~

~~1. The title of Table 6.1 shall be "Minimum Elevation of Floodproofing, Relative to Base Flood Elevation (BFE) or Design Flood Elevation (DFE), In Other Flood Hazard areas that are not High Risk Flood Hazard Areas".~~

~~2. Reserved.~~

3. Table 6-1 in ASCE 24 shall be modified for all new and substantial improved construction to include 1 foot (305 mm) of additional freeboard for each flood design class. The minimum elevation of floodproofing allowed for any flood design class shall be, base flood elevation plus 2ft (610 mm), or the design flood elevation, whichever is higher.

4. Table 2-1 in ASCE 24 shall be modified for all new and substantial improved construction other than R2 occupancy, shall include 1 foot (305 mm) of additional freeboard for each flood design class. The minimum lowest floor elevation allowed for any flood design class shall be, base flood elevation plus 2ft (610 mm), or the design flood elevation, whichever is higher. All R2 multi-family dwelling structures with three or more dwelling units attached located in a flood hazard area shall include 3 feet (915 mm) of additional freeboard. The minimum lowest floor elevation allowed for any design class for an R2 multi-family dwelling shall be, base flood elevation plus 4 feet (1220 mm).

5. Table 4-1 in ASCE 24 shall be modified for all new and substantial improved construction other than R2 occupancies, shall include 1 foot (305 mm) of

additional freeboard for each flood design class. The minimum elevation of the bottom of the lowest supporting horizontal structural member of the lowest floor for any flood design class shall be, base flood elevation plus 2ft (610 mm), or the design flood elevation, whichever is higher. All R2 multi-family dwelling structures with three or more dwelling units attached located in a flood hazard area shall include 3 additional feet (915 mm) of freeboard. The minimum elevation of the bottom of the lowest supporting horizontal structural member of the lowest floor for an R2 multi-family dwelling shall be, base flood elevation plus 4 feet (1220 mm).

6. Table 5-1 and 7-1 in ASCE 24 shall be modified for all new and substantial improved construction other than R2 occupancies, shall include the 1 foot (305 mm) of additional freeboard for each flood design class. All R2 multi-family dwelling structures with three or more dwelling units attached located on a flood hazard area shall include 3 feet (915 mm) of additional freeboard.

7. Substantial improvement and Substantial damage as defined in section 202 of this code shall replace the definitions in section 1.2 of ASCE 24.

8. Section 2.7 Enclosures below the design flood elevation and section 4.6 Enclosed areas below design flood elevation shall be modified with the following additional limitations. The interior portion of such enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators. Enclosures and enclosed areas shall not be temperature-controlled. The Building Official reserves the right to inspect enclosures and enclosed areas at any time to ensure compliance with this section.

**SECTION TWO**. Applicability. For the purposes of jurisdictional applicability, this ordinance shall apply in the City of St. Petersburg. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

**SECTION THREE.** Coding. As used in this ordinance, all language shall appear in the City Code in the section, subsection, or other location where indicated and in the manner in which it is displayed herein. Struck-through type is language to be deleted from the Florida Building Code, as a local amendment thereto, and shall appear as struck-through type in the City Code. <u>Underlined</u> type is language to be added to the Florida Building Code, as a local amendment thereto, and shall appear as <u>underlined</u> type in the City Code. Language that is neither struck-through nor <u>underlined</u> type is unamended language from the Florida Building Code, and shall appear as such in the City Code. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise.

**SECTION FOUR.** Severability. The provisions of this ordinance shall be deemed severable. The unconstitutionality or invalidity of any word, sentence or portion of this ordinance shall not affect the validity of the remaining portions.

**SECTION FIVE.** COMPLIANCE WITH § 166.041(4), FLORIDA STATUTES. This ordinance is enacted to implement Section 553.73, relating to the Florida Building Code. Therefore, a business impact estimate was not required and was not prepared for this ordinance.

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

Approved as to form and content:

*/s/ Michael J. Dema*
City Attorney (designee)
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**Staff Report to the St. Petersburg Development Review Commission**
Prepared by the Planning & Development Services Department

For Public Hearing Review on Wednesday, February 7, 2024
at 1 p.m. in the Council Chambers, City Hall
175 – 5th Street North, St. Petersburg, Florida 33701

# City File: LDR 2024-01

## Floodplain Management Ordinance

This is a City-initiated application requesting that the Development Review Commission (DRC), in its capacity as the Land Development Regulations Commission (LDRC), make a finding of consistency with the Comprehensive Plan and recommend to City Council **APPROVAL** of the following text amendments to the City Code, Chapter 16, Land Development Regulations (LDRs) pertaining to Floodplain Management.

## APPLICANT INFORMATION

**APPLICANT:** City of St. Petersburg
175 5th Street North
St. Petersburg, Florida 33712

**STAFF CONTACT:** Hannah Rebholz, CFM, Floodplain Manager
Planning and Development Services Department
Hannah.Rebholz@stpete.org
(727) 551-3321

## INTRODUCTION

In June of 2021 the Floodplain Management Ordinance (FPM) was updated to comply with the National Flood Insurance Program (NFIP) based on the State Department of Emergency Management (DEM) model ordinance, to incorporate plan review requirements, and to promote consistency.

This application includes three additional text amendments to provide additional clarity and consistency with FEMA and Pinellas County: changing the POD from the Building Official to the Floodplain Manager, updating the market value definition, and clarifications to the measurement of the base elevation of mobile homes.

In early 2023, the Floodplain Manager position was created to elevate the floodplain management program, and the change of the Person Officially Designated (POD) from the Building Official to the Floodplain Manager better reflects the current positions and program structure.

The updated market value definition provides consistency with Pinellas County and other jurisdictions across the state. The City participates in the Local Mitigation Strategy (LMS) with Pinellas County, so it is particularly important that both City and County ordinances are consistent.

In 2021, the design flood elevation for mobile homes was increased two feet above the base elevation required by FEMA. The proposed change provides better clarity as to how that is to be measured, to the bottom of the supporting metal chassis. The proposed amendments are shown below in the Strike-through/Underline format:

**16.40.050.3.1. Designation.**

The ~~Building Official~~ Floodplain Manager is designated as the person officially designated (POD) and Floodplain Administrator for the purposes of this ordinance. The ~~Building Official~~ Floodplain Manager may delegate the performance of certain duties to other employees.

**16.40.050.9.4. Definitions.**

*Market value* ~~means the price at which a property will be transferred between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this ordinance, the term refers to the market~~ means the value of buildings and structures, excluding the land and other improvements on the parcel. Market value ~~may be established by a qualified independent appraiser, with a signed, original, certified comparative appraisal, using at least three comparative properties and which is no more than 12 months old, or~~ is the actual cash value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, ~~in the case of unusual properties which are not frequently bought or sold, including, but not limited to, properties such as churches, colleges or hospitals, for example, by other types of appraisals such as actual cash value (like kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction),~~ or the Pinellas County Property Appraiser's Replacement Cost Depreciated (RCD) Value tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.

**16.40.050.13.4. General elevation requirement.**

All new, relocated, substantially improved, and substantially damaged manufactured homes shall be elevated such that the top of the supporting metal chassis is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2, as modified (Zone A/AE). In areas of shallow flooding (AO Zones) and Unnumbered A zones, all new, relocated, substantially improved, and substantially damaged manufactured homes shall have the top of the supporting metal chassis elevated to a height above the highest adjacent grade of not less than the depth number specified in feet (mm) on the FIRM plus two feet, or at least four feet above the highest adjacent grade if a depth number is not specified. In coastal high hazard areas (Zone V/VE), replacement manufactured homes shall be elevated such that the bottom of the supporting metal chassis is at or above the elevation required in the Florida Building Code, Residential Section R322.2, and the bottom of the supporting metal chassis shall be the lowest horizontal structural member, where chassis means the supporting metal frame of the manufactured home, exclusive of the body or housing.

In addition to the changes to Chapter 16, one change to the Florida Building Code in Chapter 8 will be presented to City Council concurrently with these changes. The proposed change will revert back to the ASCE 24 original language for floodproofing within a Coastal A Zone. This will provide consistency with the Florida Building Code and ASCE 24.

**Background on the Floodplain Management Program**

The National Flood Insurance Program (NFIP) is a program run by the Federal Emergency Management Agency (FEMA). It was established in 1968 to provide federally supported (subsidized) flood insurance for properties with significant flood risk. In return, supported communities must meet minimum flood plain management standards. Risk areas are designated and mapped by FEMA with their Flood Insurance Rate Maps (FIRMs). Depicted on the maps are special Flood Hazard Areas (SFHAs). These are areas with a 1% or greater risk of annual flooding. As maps are updated communities must adopt them and enact minimum standards to regulate development in flood designated areas. If a community does not adopt their FIRMs or does not maintain their standards they can be put on probation or suspended from the Program. If a community does not participate with the NFIP, properties within those boundaries cannot purchase reduced rate flood insurance. Individuals in these areas can also face challenges receiving federal disaster assistance in flood hazard areas, or in receiving federally backed mortgages. The minimum standards are intended to:

- Constrict the development of land which is exposed to flood damage where appropriate.
- Guide the development of proposed construction away from locations which are threatened by flood hazards.
- Assist in reducing damage caused by floods.
- Otherwise improve the long-range land management and use of flood-prone areas

Overall, the program reduces the socio-economic impact of disasters by promoting the purchase and retention of Risk Insurance in general, and National Flood Insurance in particular.

The National Flood Insurance Program (NFIP) implemented the Community Rating System (CRS) as a voluntary program that encourages and rewards floodplain management. Communities can participate by implementing local mitigation strategies, floodplain management, and outreach activities. We have adopted Pinellas County's Local Mitigation Strategy (LMS) for use in the CRS program. With the recent County changes to the definition of Market Value, we deemed it necessary and beneficial to adopt the new definition as well. This will not only help us to remain consistent with our LMS, but also with FDEM.

The City of St. Petersburg is currently rated as a Class 5 community, with a 25% discount to all flood insurance premiums within the Special Flood Hazard Area (SFHA). This discount results in a savings of over 10 million dollars a year to those paying flood insurance. Altering our Building Code amendments as well as the Floodplain Management ordinance will promote consistency with our LMS and the Florida Building Code, as well as make a more efficient way to determine market value.

## CONSISTENCY with the COMPREHENSIVE PLAN

Pursuant to Section 16.80.020.1 of the City Code of Ordinances, the DRC, acting as the LDRC, is responsible for reviewing and making a recommendation to the City Council on all proposed amendments to the LDRs. The following objectives and policies from the City's Comprehensive Plan are applicable to the proposed Land Development Regulations amendment:

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

OBJECTIVE CM11: The City will reduce natural hazard impacts through compliance with FEMA regulations, participation in NFIP's Community Rating System (CRS) and by targeting repetitive flood loss and vulnerable properties for mitigation.

CM11.9 The City shall continue to participate in the Federal Emergency Management Agency's National Flood Insurance Program and Community Rating System to achieve higher flood insurance premium discounts.

CM11.14 In order to reduce flood risk resulting from or associated with high-tide events, storm surge, flash floods, stormwater runoff and the impacts related to sea-level rise, the City shall continue to promote the use of the development and redevelopment principles, strategies and engineering solutions contained in the Florida Building Code and the Land Development Regulations.

CM11.15 Through implementation of the Land Development Regulations, the City will continue to be consistent with, and in some instances more stringent than, the flood-resistant construction requirements in the Florida Building Code and federal floodplain management regulations.

OBJECTIVE C1: The City of St. Petersburg shall attempt to reduce the potential for property damage and safety hazards caused by storm flooding through complying with or exceeding of minimum FEMA regulations.

C1.1 The City will actively enforce minimum building standards identified in the Florida Building Code and Land Development Regulations for construction within the 100-year flood plain.

C1.2 The City will cooperate with the Federal Emergency Management Agency to regularly update the 100-year flood plain and to continue FEMA regulations.

## PUBLIC HEARING PROCESS

The proposed ordinance associated with the LDR text amendment requires one (1) public hearing before the Development Review Commission (DRC) and one (1) City Council public hearing. The City Council first reading is tentatively scheduled for February 29, 2024.

## RECOMMENDATION

Staff recommends that the Development Review Commission, in its capacity as the Land Development Regulation Commission, make a finding of consistency with the Comprehensive Plan and recommend to City Council **APPROVAL** of the City Code, Chapter 16 LDR text amendments.

# City of St. Petersburg
# Housing Affordability Impact Statement

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

**I.** **Initiating Department:** Planning & Development Services Development

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

See attached amendment to Chapter 16, City Code of Ordinances (City File LDR 2024-01).

**III.** **Impact Analysis:**

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

No X (No further explanation required.)
Yes __ Explanation:

B. Will the proposed policy, procedure, regulation, plan amendment, etc. increase the time needed for housing development approvals?

No X (No further explanation required)
Yes __ Explanation:

**IV: Certification**

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

The proposed regulation, policy, procedure, or comprehensive plan amendment will **not** result in an increase to the cost of housing development or redevelopment in the City of St. Petersburg and no further action is required. (Please attach this Impact Statement to City Council Material, and provide a copy to Housing and Community Development department.)

*_/s/ Elizabeth Abernethy* _01/30/2024_
Director, Planning & Development Services (signature) Date

Copies to: City Clerk
Joshua A. Johnson, Director, Housing and Community Development

The following page(s) contain the backup material for Agenda Item: Ordinance 575-H, an Ordinance of the City of St. Petersburg, Florida amending Chapter Twenty-Eight of the City Code related to housing; amending Section 28-1 to update the definitions of new construction and special circumstance; providing for severability; and providing an effective date.
Please scroll down to view the backup material.

# J-3

**St. Petersburg City Council**

**Meeting of March 21, 2024**

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

**SUBJECT:** Ordinance 575-H amending Chapter 28 of the City Code related to housing; more particularly, amending Section 28-1 to update the definitions of new construction and special circumstance.

**EXPLANATION:** On November 2, 2023 City Council passed Ordinance 561-H Creating Chapter 28- Housing, Article 1. In general; providing definitions; Creating Chapter 28, Article 2. Affordable housing tax relief; Providing authority; Providing applicability; Providing a process for use; Providing penalties; And providing an effective date.

Administration now desires to amend the ordinance based on feedback from developers and property owners as follows:

- Revise the definition of new construction to mean any project receiving temporary or permanent certificate of occupancy for all units within 5 years before first application for exemption; and
- Revise the definition of special circumstance to change the wording to ensure the addition of 15 years affordability is additive to any current remaining affordability period , not to exceed 99 years in total and to ensure a 50% increase in insurance costs is not caused by substantive changes in coverage.

**RECOMMENDATION:**

Administration recommends City Council approve Ordinance 575-H at first reading and set the second reading and public hearing for its meeting on April 4, 2024.

**COST/FUNDING/ASSESSMENT INFORMATION**: There are no costs or funding associated with this resolution and the associated amendment.

**ATTACHMENTS**: Ordinance 575-H

**APPROVALS**:

| | |
|---|---|
| AC Foster | */s/: Michael J. Dema* |
| **Administrative** | **Legal** |

Ord. No. 575-H

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA AMENDING CHAPTER TWENTY-EIGHT OF THE CITY CODE RELATED TO HOUSING; AMENDING SECTION 28-1 TO UPDATE THE DEFINITIONS OF NEW CONSTRUCTION AND SPECIAL CIRCUMSTANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN:

**SECTION ONE.** The definitions of "New construction" and "Special circumstance" in Section 28-1 of the St. Petersburg City Code are hereby amended to read as follows:

**28-1. - Definitions.**

*New construction* means any affordable housing project receiving a temporary or permanent certificate of occupancy for all units within five years before first application for an exemption pursuant to this Chapter, for all timely filed applications filed after January 1, 2024 ~~that is first occupied in the calendar year in which an application was made~~.

*Special circumstance* means an owner can demonstrate, to the sole and absolute satisfaction of the POD, it has at least two of the following circumstances: (i) extended ~~the period of~~ an existing affordability period of the affordable housing by the addition of a minimum of 15 years of affordability, not to exceed 99 years in total, (ii) have made considerable and substantial renovations to the affordable housing such that the renovations would qualify as a "substantial rehabilitation" under the definition in Fla. Admin. Code 67-48.002, or (iii) can demonstrate an increase of insurance rates of more than 50 percent over the average rate of the immediately preceding three years not significantly attributable to increases in coverage.

**SECTION TWO.** Coding. As used in this ordinance, all language shall appear in the City Code in the section, subsection, or other location where indicated and in the manner in which it is displayed herein. Struck-through type is language to be deleted from the Florida Building Code, as a local amendment thereto, and shall appear as struck-through type in the City Code. Underlined type is language to be added to the Florida Building Code, as a local amendment thereto, and shall appear as underlined type in the City Code. Language that is neither struck-through nor underlined type is unamended language from the Florida Building Code, and shall appear as such in the City Code. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise.

**SECTION THREE.** Severability. The provisions of this ordinance shall be deemed severable. The unconstitutionality or invalidity of any word, sentence or portion of this ordinance shall not affect the validity of the remaining portions.

**SECTION FOUR.** COMPLIANCE WITH § 166.041(4), FLORIDA STATUTES. Pursuant to City Council Resolution 2023-507, a business impact estimate was prepared for this ordinance and posted on the City's website no later than the date the notice of the proposed ordinance was published.

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

Approved as to form and content:

*/s/ Michael J. Dema*
City Attorney (designee)
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**CERTIFICATE OF COMPLIANCE WITH**
**SECTION 166.041(4), FLORIDA STATUTES**

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

> AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA AMENDING CHAPTER TWENTY-EIGHT OF THE CITY CODE RELATED TO HOUSING; AMENDING SECTION 28-1 TO UPDATE THE DEFINITIONS OF NEW CONSTRUCTION AND SPECIAL CIRCUMSTANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Based on a review of that proposed ordinance:

☐ The City has determined that the statutory exemption(s) identified below apply to the proposed ordinance, and no Business Impact Estimate has been prepared.

☐ The City has determined that the statutory exemption(s) identified below apply to the proposed ordinance. The City is, nevertheless, providing the Business Impact Estimate below as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance.

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

**EXEMPTIONS**

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

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

- ☐ Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
- ☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- ☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

**BUSINESS IMPACT ESTIMATE**

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

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

Amendments to the SB 102 Local Option Tax Abatement Ordinance resulting from Property Owner Feedback as follows:

- Revise the definition of new construction to mean any project receiving temporary or permanent certificate of occupancy for all units within 5 years before first application for exemption; and
- Revise the definition of special circumstance to change the wording to ensure the addition of 15 years affordability is additive to any current remaining affordability period, not to exceed 99 years in total and to ensure a 50% increase in insurance costs is not caused by significant changes in coverage.

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

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

We do not foresee any direct compliance costs for businesses associated with this change to the City Code.

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

The proposed ordinance does not impose any new charges or fees.

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

There are no regulatory costs associated with this proposed ordinance.

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

We estimate 5 to 10 affordable housing projects will utilize the local option tax abatement in the first few years. This number will grow over time.

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

If passed, this ordinance is expected to have a positive financial impact on affordable housing project owners in the City of St Petersburg.

# Proposed Amendments to Ordinance 561-H Local Option Tax Abatement

# Background

- 561-H Local Option Property Tax Abatement was adopted on November 2nd, 2023

- Application
  - For new construction projects in which all units are eligible- 100% exemption from city property tax
  - For new construction projects in which not all units are eligible- 75% exemption
  - For existing projects with 2 of 3 special circumstances- 50% exemption for eligible units

- Current Status
  - The city application is live online
  - The city process is established for evaluating and approving applications
  - Five projects have completed applications for abatement to date

- Issues
  - The original definition of new construction and requirements for existing project special conditions prevents 2–3-year-old projects from qualifying as either
  - Need clarifying language that the addition of 15 years of affordability is additive to the remaining affordability period currently in place, not to exceed 99 years in total
  - Need clarifying language that the 50% increase in insurance cost over 3 years should be for substantially equal coverage

# Proposed Amendments

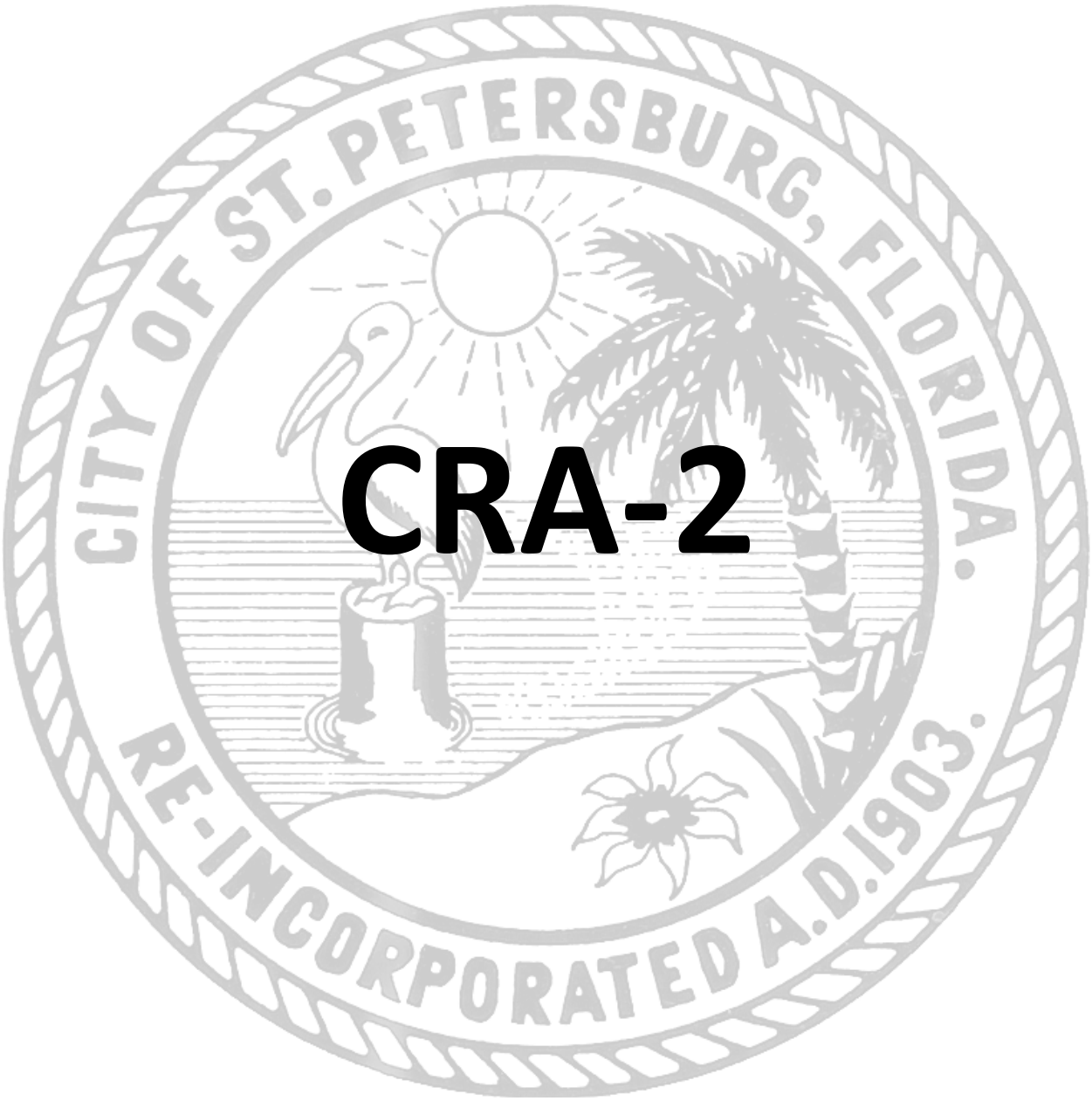
- Revise the definition of new construction- New construction means any affordable housing project receiving a temporary or permanent certificate of occupancy for all units within five years before first application for an exemption pursuant to this Chapter, for all timely filed applications filed after January 1, 2024

# Proposed Amendments

- Revise the Special Circumstances for existing affordable developments- Special circumstance means an owner can demonstrate, to the sole and absolute satisfaction of the POD, it has at least two of the following circumstances: (i) extended the period of an existing affordability period of the affordable housing by the addition of a minimum of 15 years of affordability, not to exceed 99 years in total, (ii) have made considerable and substantial renovations to the affordable housing such that the renovations would qualify as a "substantial rehabilitation" under the definition in Fla. Admin. Code 67-48.002, or (iii) can demonstrate an increase of insurance rates of more than 50 percent over the average rate of the immediately preceding three years not significantly attributable to increases in coverage.

# Questions?

The following page(s) contain the backup material for Agenda Item: A Resolution of the St. Petersburg Community Redevelopment Agency recommending that the St. Petersburg City Council approve amendments to the South St. Petersburg Community Redevelopment Area "Affordable Single-Family Homeownership Program" increasing the maximum award of down payment and closing cost assistance for first-time homebuyers from $60,000 to $75,000; and providing an effective date.
Please scroll down to view the backup material.




# CRA-2

**Community Redevelopment Agency**
**March 21, 2024 Meeting**

**City File: SSPCRP-2024-1**

## Request

Approving a resolution recommending that the St. Petersburg City Council approve the following amendments to the South St. Petersburg CRA "Affordable Single-Family Homeownership Program",

## Recommendation

The St. Petersburg Community Redevelopment Agency recommends that City Council:

- **APPROVE** an increase of the maximum award of down payment and closing cost assistance for first-time homebuyers from $60,000 to $75,000.

- Allow administrative amendments to 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.

- **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 Homeownership Program".

## Background on Affordable Single Family Homeownership 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 Housing and Community Development Department of the City currently oversees direct financial assistance programs funded by the CRA, which supports affordable homeownership for income-eligible households in the South St. Petersburg community. The "Affordable Single Family Homeownership Program" is one of the programs that was introduced. The current programs include down payment and closing cost assistance to first-time homebuyers, rehabilitation assistance for owner-occupied properties, barrier-free mitigations, homebuyer education, credit counseling, foreclosure assistance, and other programs to ensure sustainable homeownership. For this program, households whose income is 140 percent and below the area median household income (AMI) are considered "income-eligible".

## 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.
This approach to tax increment financing by the South St. Petersburg Plan is a distinct departure from the practice in the City's other TIF districts, which focused on funding public improvement projects such as stadium development, parking garages, streetscaping, property acquisition and preparation, and other capital improvements. The South St. Petersburg Plan TIF strategy is designed to encourage private enterprise in the CRA to the greatest extent possible by Section 163.345, FS.

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.

## Recommendation

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

**COST/FUNDING ASSESSMENT INFORMATION:** Funding has been previously appropriated in the South St. Petersburg Redevelopment District Fund (1104), Economic and Workforce Development Department, Administration Division (375-2609).

**ATTACHMENTS:** Resolution
Exhibit 1-Program Description

Kaitlyn Berger
Budget

BC
Administration

CRA Resolution No. 2024 -- _____

A RESOLUTION OF THE ST. PETERSBURG COMMUNITY REDEVELOPMENT AGENCY RECOMMENDING THAT THE ST. PETERSBURG CITY COUNCIL APPROVE AMENDMENTS TO THE SOUTH ST. PETERSBURG COMMUNITY REDEVELOPMENT AREA "AFFORDABLE SINGLE-FAMILY HOMEOWNERSHIP PROGRAM" INCREASING THE MAXIMUM AWARD OF DOWN PAYMENT AND CLOSING COST ASSISTANCE FOR FIRST-TIME HOMEBUYERS FROM $60,000 TO $75,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg City Council approved Resolution No. 2013-247, on June 20, 2013, which made a finding of necessity identifying the South St. Petersburg Community Redevelopment Area ("SSPCRA") as blighted, pursuant to Florida's Community Redevelopment Act of 1969 (Chapter 163, Part III); and

WHEREAS, on October 3, 2013, the Pinellas County Board of County Commissioners ("BCC") accepted the City's findings of necessity pursuant to Resolution No. 13-186, and on June 9, 2014, approved Resolution 14-43, which delegated certain powers to the City Council of the City of St. Petersburg in order to carry out certain redevelopment functions within the SSPCRA; and

WHEREAS, pursuant to City of St. Petersburg Resolution No. 2014-296, the City Council accepted such redevelopment powers on July 10, 2014; and

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

WHEREAS, the BCC approved the Plan on June 2, 2015 (Res. #15-48) and delegated authority to the City of St. Petersburg to establish a redevelopment trust fund for the entire SSPCRA; and

WHEREAS, the BCC additionally approved on June 23, 2015, Ord. #15-27 establishing a redevelopment trust fund for the entire SSPCRA; and

WHEREAS, in 2018 and consistent with the Plan, the City created the Affordable Single-Family Homeownership Program, with the purpose of utilizing a portion of its TIF funds generated in the SSPCRA for down payment and closing cost assistance for first-time homebuyers; and

WHEREAS, the City desires to increase the maximum award of down payment and closing cost assistance for first-time homebuyers from the current $60,000 cap up to $75,000.

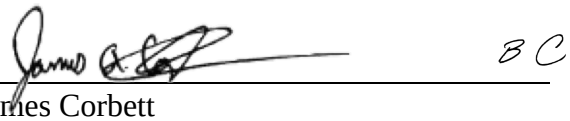
NOW THEREFORE, BE IT RESOLVED BY the St. Petersburg Community Redevelopment Agency ("Agency") that the Agency recommends the St. Petersburg City Council approve amendments to the "Affordable Single-Family Homeownership Program" increasing the maximum award of down payment and closing cost assistance for first-time homebuyers from $60,000 to $75,000 in the SSPCRA.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

*/s/: Michael J. Dema*
Assistant City Attorney
00730831.docx

DEPARTMENT:



JC
James Corbett
City Development Administration

# I Description and Purpose

The Affordable Single-Family Homeownership Program provides CRA funding to support affordable homeownership for income-eligible households in the South St. Petersburg Community Redevelopment Area through direct financial assistance programs that are presently administered by the City's Housing and Community Development Department. The current programs include: (1) down payment and closing cost assistance to first-time homebuyers; (2) rehabilitation assistance for owner-occupied properties; (3) barrier-free mitigations and (4) homebuyer education, credit counseling, foreclosure assistance, and other programs to ensure sustainable homeownership. For this program, "income-eligible" is defined as households whose income is 140 percent and below the area median household income. The maximum income levels for this program are based on the Florida Housing Finance Corporation's SHIP Program, which is adjusted annually (see attachment). This program may also be used to fund homeowner education, credit counseling, foreclosure assistance, and other strategies that ensure ownership success for low-income homebuyers.

# II Consistency with the South St. Petersburg Redevelopment Plan

The South St. Petersburg Redevelopment Plan notes that housing affordability is a serious issue throughout St. Petersburg, but it is particularly stark in South St. Petersburg. The 2012 Pinellas County Poverty Report, which helped drive the creation of the South St. Petersburg CRA, asserted that "historically, housing expenditures exceeding 30 percent of household income have been an indicator of a housing affordability problem." In 2016, the percentage of households with housing costs exceeding 30 percent of income was 53 percent in South Petersburg and 38.6 percent in the city, both rising sharply from 2000, when the comparable figures were 41 percent and 31 percent respectively. Not surprisingly, renter households in both the CRA and city were highly likely to be paying more than 30 percent of their income in housing costs – 68.5 percent and 53.1 percent respectively.[1] A program promoting affordable homeownership for renters will help lower their housing costs while also helping build wealth through housing equity.

The South St. Petersburg Community Redevelopment Plan (CRP) calls for increasing homeownership through a range of strategies such as providing homebuyer counseling, long-term credit repair, and increased educational programs. In addition, the CRP calls for working with the St. Petersburg Housing Authority to identify potential candidates for homeownership from its pool of Section 8 voucher recipients. Finally, the CRP encourages the establishment and funding of a "Role-Model Homeowner Program"

[1] U.S. Census Bureau. 2000 Census. Table DP-4-Profile of Selected Housing Characteristics. U.S. Census Bureau. American Community Survey, 2012-2016 5-Year Estimates. DP04: Selected Housing Characteristics.

designed to attract employees of nearby public agencies, faith-based institutions, and/or anchor institutions to purchase homes in the South St. Petersburg CRA.

## III Type and Amount of Award

Applicants may be eligible for the following assistance amounts:

(1) down payment and closing cost assistance up to $75,000; and

(2) rehabilitation assistance up to $60,000; and

(3) barrier-free mitigation up to $16,000.

## IV Funding Source

The City of St. Petersburg and Pinellas County may allocate funding annually from their TIF contributions to support the Affordable Single-Family Homeownership Program. The funding amount will be determined annually and by budget amendment if necessary. The CRA funding will be used to augment the City's current homeowner assistance programs but with a requirement that the TIF funding be expended to support income-eligible homeownership within the South St. Petersburg CRA.

## Attachment 1

## 2023 Income Limits for Affordable Housing Projects

### Income Limit by Number of Persons in Household

Percentage of Area Median Household Income

| | 30% | 50% | 80% | 120% | 140% |
|---|---|---|---|---|---|
| 1 | $18,270 | $30,450 | $48,720 | $79,080 | $85,260 |
| 2 | $20,880 | $34,800 | $55,680 | $83,520 | $97,440 |
| 3 | $23,490 | $39,150 | $62,640 | $93,960 | $109,620 |
| 4 | $26,070 | $43,450 | $69,520 | $104,280 | $121,660 |
| 5 | $28,170 | $46,950 | $75,120 | $112,680 | $131,460 |
| 6 | $30,270 | $50,450 | $80,720 | $121,080 | $141,260 |
| 7 | $32,340 | $53,900 | $86,240 | $129,360 | $150,920 |
| 8 | $34,440 | $57,400 | $91,840 | $137,760 | $160,720 |

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). Limits are revised annually.

The following page(s) contain the backup material for Agenda Item: Approving a Blanket Purchase Agreement with Cemex, Inc for concrete mix materials at an estimated cost of $825,000.
Please scroll down to view the backup material.

# CA-1

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

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

**Subject:** Approving a Blanket Purchase Agreement with Cemex, Inc for concrete mix materials at an estimated cost of $825,000.

**Explanation:** The vendor provides materials such as sand, rock and cement required in the production of concrete via volumetric concrete trucks. This is used to maintain the streets and sidewalks throughout the City. The primary user is the Stormwater, Pavement and Traffic Operations department.

The Procurement and Supply Management Department, in cooperation with the Stormwater, Pavement and Traffic Operations Department recommends:

Cemex, Inc. (Tampa, FL)……..$825,000

The Procurement and Supply Management Department issued IFB 24-045 on January 2, 2024. There were no bids received by the submittal deadline January 23, 2024. This agreement is being made in accordance with Section 2-191(k) of the Procurement Code which states, in the event that bids for any supplies, 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 agreement will be effective for three-years from the date of execution with two, one-year renewal options available.

**Cost/Funding/Assessment Information**: Funds have been previously appropriated in the General Fund (0001), Stormwater, Pavement and Traffic Operations Department, Traffic Support Division (400.1265).

**Attachments:** Resolution

RESOLUTION NO. 2024-____

RESOLUTION APPROVING THE AWARD OF A THREE-YEAR BLANKET PURCHASE AGREEMENT WITH TWO ONE-YEAR RENEWAL OPTIONS TO CEMEX, INC. FOR CEMENT MIX MATERIALS FOR THE STORMWATER, PAVEMENT AND TRAFFIC OPERATIONS DEPARTMENT FOR AN AMOUNT NOT TO EXCEED $825,000 FOR THE INITIAL TERM; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received no bids in response to IFB 24-045, dated January 2, 2024, for cement mix materials; and

WHEREAS, pursuant to Section 2-191(k) of the City 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; and

WHEREAS, the contract resulting from such negotiation authorized pursuant to Section 2-191(k) is subject to City Council approval; and

WHEREAS, City Administration has completed the negotiation process and desires to enter into a three-year agreement with two one-year renewal options with Cemex, Inc. for cement mix materials; and

WHEREAS, the Procurement & Supply Management Department in cooperation with the Stormwater, Pavement and Traffic Operations Department recommends approval of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the award of a three-year blanket purchase agreement with two one-year renewal options to Cemex, Inc. for cement mix materials for the Stormwater, Pavement and Traffic Operations Department for an amount not to exceed $825,000 for the initial term 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:

00728294

DEPARTMENT:

**Approvals - gcc**
Report • Printed on February 26, 2024

Approved

# Consent Item; Concrete Mix Materials

Please see attached consent item for approvals.

**Attachments**

Consent Write-Up
https://stpete1.sharepoint.com/:w:/s,

**Final status: Approved**

| | | |
|---|---|---|
| CT | Step 4: Approved by<br>Claude Tankersley | 2/26/2024 10:45:41 AM |
| MH | Step 3: Approved by<br>Marshall T. Hampton | 2/20/2024 9:56:29 AM |
| SS | Step 2: Approved by<br>Stephanie N. Swinson | 2/14/2024 1:27:31 PM |
| MW | Step 1: Approved by<br>Margaret B. Wahl | 2/14/2024 1:23:32 PM |
| KM | Requested by<br>Kristie Maciejewski | 2/14/2024 11:07:40 AM |

The following page(s) contain the backup material for Agenda Item: Accepting a proposal from Symetra Life Insurance Company for medical stop-loss insurance, for a one-year contract amount of $2,350,000.
Please scroll down to view the backup material.

# CA-2

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

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

**Subject:** Accepting a proposal from Symetra Life Insurance Company for medical stop-loss insurance, for a one-year contract amount of $2,350,000.

**Explanation:** The Procurement and Supply Management Department issued RFP No. 24-056 on January 18, 2024. The proposals were opened on January 30, 2024. The Procurement & Supply Management Department received two (2) proposals for medical stop loss insurance.

The two proposals were received from:

| # | Offerors | Amount |
|---|---|---|
| 1. | Symetra Life Insurance Company | $178,101.22 / Mo |
| 2. | UnitedHealthcare Insurance Co | $209,553.30 / Mo |

Evaluation of the proposal were conducted by the following staff:

- Chris Guella, Human Resources Director
- Jason Hall, Human Resources Benefits Manager
- Blaise Mazzola, Human Resources Risk Manager

The proposals were evaluated based on the following weighted criteria:

- Total premium cost
- Financial stability and industry rating of the firm
- Willingness to adhere to terms and definitions of group insurance programs
- Timeliness of reimbursements

The vendor will provide stop-loss insurance coverage for the City's employees, retirees, and their dependents ("Members") for approximately 7,200 members.

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

Symetra Life Insurance Company (Bellevue, Washington) …….. $2,350,000

Symetra Life Insurance Company has met the specifications, terms, and conditions of RFP No. 24-056, dated January 18, 2024. Symetra Life Insurance Company is headquartered in Bellevue, Washington and has been in business since 1957. A blanket purchase agreement will be issued for the term April 1, 2024 through March 31, 2025 and will be binding only for actual services rendered. The agreement will have four (4), one (1) year renewal options available upon mutual agreement of both parties and City Council approval.

City Code Sec 2-276, Living Wage Requirements for Service Contracts requires every contractor that employs more than 50 persons and provides services to the City pursuant to a major contract pay employees a living wage. Symetra Life Insurance Company has acknowledged and agreed to comply with the living wage requirement.

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

**Attachments:** Technical Evaluation (2 pages)
Resolution

**Technical Evaluation**
**953-52 Insurance, Medical Stop Loss**

## Summary Work Statement

The City received two (2) proposals for RFP No. 24-056 for Insurance, Medical Stop Loss. The successful offeror(s) will provide medical stop loss insurance for the City of St. Petersburg's employees, retirees, and their dependents. Proposals were received from:

1. Symetra Life Insurance Company
2. UnitedHealthcare Insurance Co

**Evaluation Committee**

Evaluation of the proposals were conducted by:

- Chris Guella, Human Resources Director
- Jason Hall, Human Resources Benefits Manager
- Blaise Mazzola, Human Resources Risk Manager

## Evaluation Criteria

The proposals were evaluated based on the following criteria:

- Total premium cost
- Financial stability and industry rating of the firm
- Willingness to adhere to the terms and definitions of group insurance programs
- Timeliness of reimbursements

## Offerors' Profiles

Below is a profile of the offerors and a summary of the criteria as reported after the initial independent review.

**Symetra Life Insurance Company** is headquartered in Bellevue, Washington, and was founded in 1957. The firm has been in business for 67 years.

Based on the evaluation criteria: The firm has many years of experience providing medical stop loss insurance, offers a low premium cost, demonstrates the ability to be financially stable, was willing to adhere to the terms and definitions of the group insurance programs, and can process reimbursements in a timely manner.

The proposal met the expectations for the City's requirements.

**UnitedHealth Group** is headquartered in Minnetonka, Minnesota and was founded in 1974. The firm has been in business for over 49 years.

Based on the evaluation criteria: The firm has the statistical data to provide medical stop loss insurance, offers a higher premium cost, is financial stable and has a good standing in the marketplace and industry, and processes reimbursements in a timely manner.

The proposal met expectations for the City's requirements.

## Recommendation for Award

On February 6, 2024, the Evaluation Committee reviewed the proposals and recommended Symetra Life Insurance Company to provide medical stop loss insurance for the City of St. Petersburg's employees, retirees, and their dependents. The company meets the requirements of RFP No. 24-056 and their offer was determined to be the most advantageous to the City, taking into consideration the evaluation criteria set forth in the RFP.

RESOLUTION NO. 2024-____

A RESOLUTION ACCEPTING THE PROPOSAL AND APPROVING THE AWARD OF A ONE-YEAR AGREEMENT WITH FOUR ONE-YEAR RENEWAL OPTIONS WITH SYMETRA LIFE INSURANCE COMPANY FOR MEDICAL STOP-LOSS INSURANCE COVERAGE FOR THE HUMAN RESOURCES DEPARTMENT AT AN ANNUAL PREMIUM OF $2,350,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department issued RFP No. 24-056 on January 18, 2024 for medical stop-loss insurance coverage for the Human Resources Department; and

WHEREAS, the Procurement and Supply Management Department received two (2) proposals in response to this RFP; and

WHEREAS, the proposals were evaluated by the Human Resources Department; and

WHEREAS, Symetra Life Insurance Company has met the specifications, terms, and conditions of RFP No. 24-056; and

WHEREAS, the agreement will be in effect from April 1, 2024 to March 31, 2025 with four one-year renewal options; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the proposal is hereby accepted and the award of a one-year agreement with four one-year renewal options with Symetra Life Insurance Company for medical stop-loss insurance coverage for the Human Resources Department at an annual premium of $2,350,000 is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

LEGAL: Sharon Michmerizy
00728542

DEPARTMENT: Christopher M. Guella

**Approvals - gcc**
Report • Printed on February 26, 2024

Approved

# Consent Item; Medical Stop Loss Insurance - March 21, 2024

Please find attached consent for Medical Stop Loss Insurance scheduled to appear on the March 21st council date for your approval.

**Attachments**

Consent Memo
https://stpete1.sharepoint.com/:w:/s/Team-TS-

Technical Evaluation
https://stpete1.sharepoint.com/:w:/s/Team-TS-

**Final status: Approved**

TG **Step 4: Approved by**

Tom Greene 2/26/2024 8:28:21 AM

Have we set up a meeting with CM Gerdes to discuss? I think we should before 3/21/24 council meeting

CG **Step 3: Approved by**

Chris M. Guella 2/20/2024 8:22:21 AM

SS **Step 2: Approved by**

Stephanie N. Swinson 2/15/2024 9:51:44 AM

SM **Step 1: Approved by**

Stacey McKee 2/15/2024 7:26:13 AM

KW **Requested by**
Kaela Williamson 2/15/2024 7:25:09 AM

The following page(s) contain the backup material for Agenda Item: Approving a three-year blanket purchase agreement with Passport Labs, Inc, for parking enforcement software and equipment for the Transportation and Parking Management Department, for a total contract amount of $500,000; approving a supplemental appropriation in the amount of $500,000 from the unappropriated balance of the Parking Revenue Fund (1021) to the Transportation & Parking Management Department, Parking Enforcement Division (281-1957).
Please scroll down to view the backup material.

# CA-3

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

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

**Subject:** Approving a three-year blanket purchase agreement with Passport Labs, Inc, for parking enforcement software and equipment for the Transportation and Parking Management Department, for a total contract amount of $500,000; approving a supplemental appropriation in the amount of $500,000 from the unappropriated balance of the Parking Revenue Fund (1021) to the Transportation & Parking Management Department, Parking Enforcement Division (281-1957).

**Explanation:** This purchase is made pursuant to the terms provided in Omnia cooperative contract no. 05-82. The vendor will provide citation management solutions for the Transportation and Parking Management Department to replace and enhance the existing citation management system with a new state-of-the-art enforcement, meter bagging and parking reservation management solution, advanced permit solution, and a modernized customer relationship management solution, capable of data analytics through consolidation of multiple data sources, and the provision of citation processing services.

Accordingly, the Procurement and Supply Management Department, in cooperation with the Transportation and Parking Management Department, recommends for approval:

Passport Labs, Inc. (Tallahassee, FL) …. $500,000

Passport Labs, Inc. has met the requirements of National Cooperative Purchasing Alliance RFP no. 42-22 dated October 4, 2022. The purchase is being made in accordance with Section 2-198(b) of the Procurement Code, which authorizes the POD, to utilize competitively solicited contracts of other governmental entities. The Procurement and Supply Management Department has reviewed the applicable solicitation and determined (i) that the agreement was awarded on the basis of competitive process substantially equivalent to the one specified in the City's Procurement Code and (ii) that it is in the best interest of the City to utilize this cooperative agreement. Additionally, the procurement has been reviewed and approved by the Technology Review Committee. A blanket purchase agreement will be issued and will be binding only for actual services rendered. This agreement will be effective three-years from contract execution, with two, one-year renewal options.

**Cost/Funding/Assessment Information:** Funding will be available after the approval of a supplemental appropriation in the amount of $500,000 from the unappropriated balance of the Parking Revenue Fund (1021) to the Transportation & Parking Management Department, Parking Enforcement Division (281-1957).

**Attachments:** Resolution

RESOLUTION NO. _____

A RESOLUTION APPROVING A THREE-YEAR BLANKET PURCHASE AGREEMENT WITH TWO ONE YEAR RENEWAL OPTIONS WITH PASSPORT LABS, INC. FOR PARKING ENFORCEMENT SOFTWARE AND EQUIPMENT FOR THE TRANSPORTATION AND PARKING MANAGEMENT DEPARTMENT; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $500,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $500,000 FROM THE UNAPPROPRIATED BALANCE OF THE PARKING REVENUE FUND (1021) TO THE TRANSPORTATION & PARKING MANAGEMENT DEPARTMENT, PARKING ENFORCEMENT DIVISION (281-1957); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to enter into a three year blanket purchase agreement with two one year renewal options with Passport Labs, Inc. for parking enforcement software and equipment for the Transportation and Parking Management Department (the "Purchase"); and

WHEREAS, the total contract amount for the Purchase shall not exceed $500,000; and

WHEREAS, the Purchase is being made in accordance with Section 2-219(b) of the Procurement Code, which authorizes the POD to utilize competitively solicited contracts of other governmental entities; and

WHEREAS, the Procurement and Supply Management Department has reviewed the applicable solicitation and determined (i) that the underlying agreement was awarded on the basis of a competitive process substantially equivalent to the one specified in the City's Procurement Code and (ii) that it is in the best interest of the City to utilize this cooperative agreement; and

WHEREAS, funding will be available after the approval of a supplemental appropriation from the unappropriated balance of the Parking Revenue Fund (1021) to the Transportation & Parking Management Department, Parking Enforcement Division (281-1957); and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the award of a three year blanket purchase agreement with two one year renewal options with Passport Labs for parking enforcement software and equipment for the Transportation and Parking Management Department is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $500,000.

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

BE IT FURTHER RESOLVED that there is hereby approved the following supplemental appropriation from the unappropriated balance of the Parking Revenue Fund (1021) to the Transportation & Parking Management Department, Parking Enforcement Division (281-1957) for Fiscal Year 2024:

| | |
|---|---|
| Parking Revenue Fund (1021) | |
| Transportation & Parking Management Department, | |
| Parking Enforcement Division (281-1957) | $500,000 |

This resolution shall become effective immediately upon its adoption.

Legal:

000730384

Administration:

Budget:

**Approvals - gcc**
Report • Printed on February 28, 2024

Approved

# Consent Item; Parking Management Devices

Please find attached consent item for the parking management devices procurement scheduled to appear before council on March 21, 2024.

**Attachments**

Consent
https://stpete1.sharepoint.com/:w:/s,

**Final status: Approved**

JC **Step 4: Approved by**
James A. Corbett 2/28/2024 1:16:17 PM

EM **Step 3: Approved by**
Evan Mory 2/28/2024 12:51:54 PM

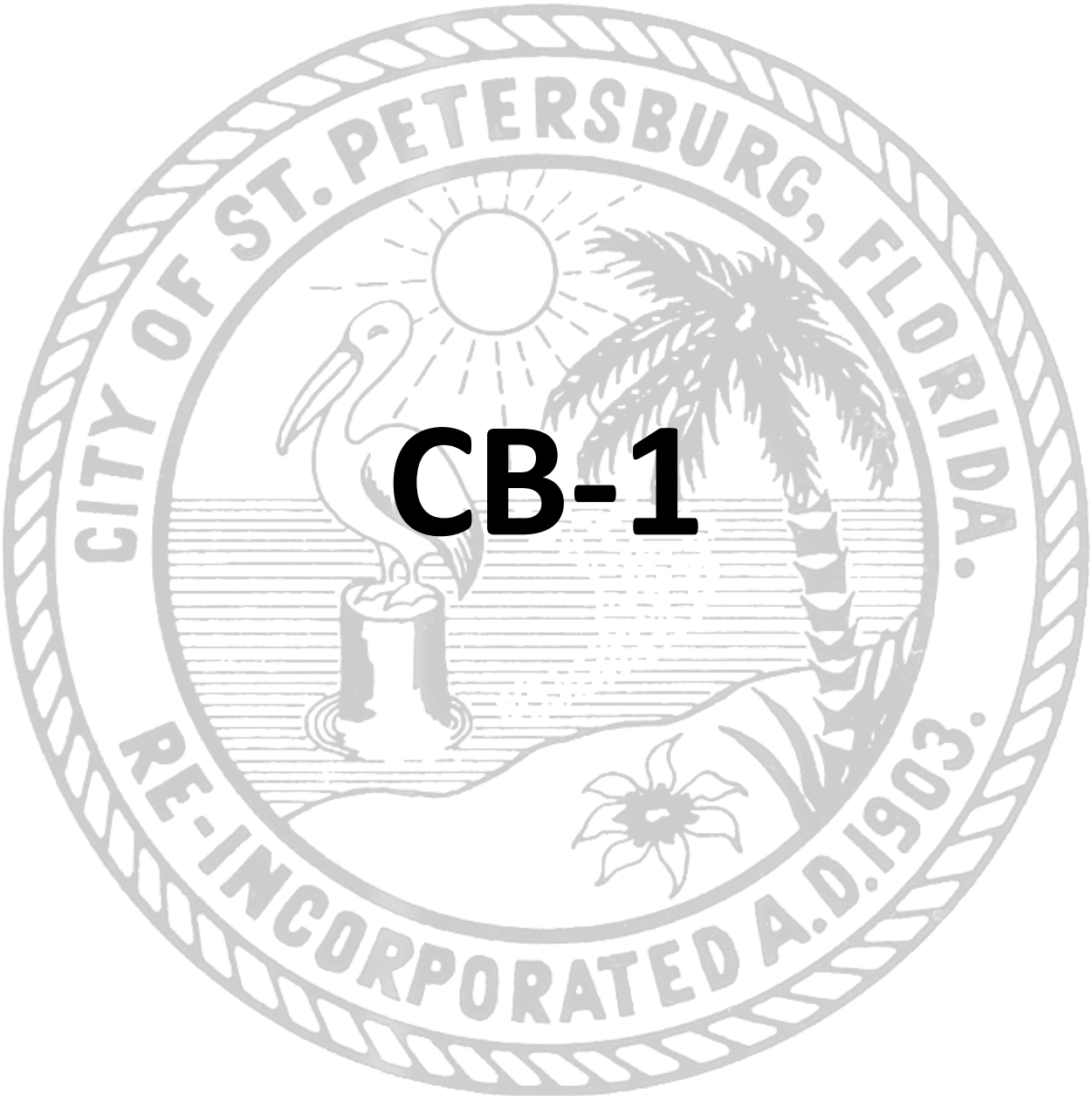
SS **Step 2: Approved by**
Stephanie N. Swinson 2/28/2024 9:14:02 AM

Kaela, I made a change

KB **Step 1: Approved by**
Kaitlyn S. Berger 2/28/2024 7:47:51 AM

KW **Requested by**
Kaela Williamson 2/27/2024 7:12:28 PM

The following page(s) contain the backup material for Agenda Item: Approving the renewal and an increase in allocation of a blanket purchase agreement with Municipal Emergency Services, Inc, for fire protective gear, in the amount of $100,000.
Please scroll down to view the backup material.




# CB-1

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

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

**Subject:** Approving the renewal and an increase in allocation of a blanket purchase agreement with Municipal Emergency Services, Inc, for fire protective gear, in the amount of $100,000.

**Explanation:** The supplier furnishes and delivers fire protective gear to outfit firefighters, which includes bunker pants, coats, and boots. Bunker gear is a necessary component of firefighter equipment and is crucial to completing their job safely and efficiently.

The Procurement and Supply Management Department, in cooperation with the Fire Rescue Department, recommends:

Municipal Emergency Services, Inc. (Sandyhook, CT) …….. $100,000

The original agreement was executed on May 5, 2020 and $218,180 has been spent during the term. The vendor has agreed to renew under the same terms and conditions of the Sourcewell agreement no. 0326-MES dated May 5, 2020. The purchase is being made in accordance with Section 2-198(b) of the Procurement Code, which authorizes the Mayor, or his designee, to utilize competitively solicited contracts of other governmental entities. Administration recommends renewal of the agreement based on the vendor's satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreement. The renewal will be effective from date of approval through May 5, 2025 with no remaining renewals.

**Cost/Funding/Assessment Information:** Funds have been previously appropriated in the General Fund (0001), Fire Rescue Department (150), various divisions; and Emergency Medical Services Fund (1009), Fire Rescue Department, EMS division (150.1513).

**Attachments:** Resolution

RESOLUTION NO. ___

A RESOLUTION APPROVING THE RENEWAL OPTION TO THE AGREEMENT WITH MUNICIPAL EMERGENCY SERVICES, INC. FOR FIRE PROTECTIVE GEAR TO EXTEND THE TERM THROUGH MAY 5, 2025 AND INCREASE THE TOTAL CONTRACT AMOUNT BY $100,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 5, 2020, the City entered into an agreement with Municipal Emergency Services, Inc. for fire protective gear to outfit firefighters, including bunker pants, coats and boots, utilizing Sourcewell agreement no. 0326-MES; and

WHEREAS, City Administration desires to exercise the renewal option to extend the term of the agreement through May 5, 2025 and increase the total contract amount by $100,000; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the renewal of the agreement with Municipal Emergency Services, Inc. for fire protective gear to extend the term through May 5, 2025 and increase the total contract amount by $100,000 is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

LEGAL: _____
00730592

DEPARTMENT: _____

**Approvals - gcc**
Report • Printed on February 15, 2024

Approved

# Consent Item; Bunker Gear Pants, Coats, Boots - March 21, 2024

Please find attached consent memo related to the Municipal Emergency Services agreement for fire protective gear (bunker gear pants, coats, boots).

**Attachments**

Consent Memo
https://stpete1.sharepoint.com/:w:/s,

**Final status: Approved**

KS **Step 3: Approved by**
Kimberly Schultz 2/14/2024 5:09:25 PM

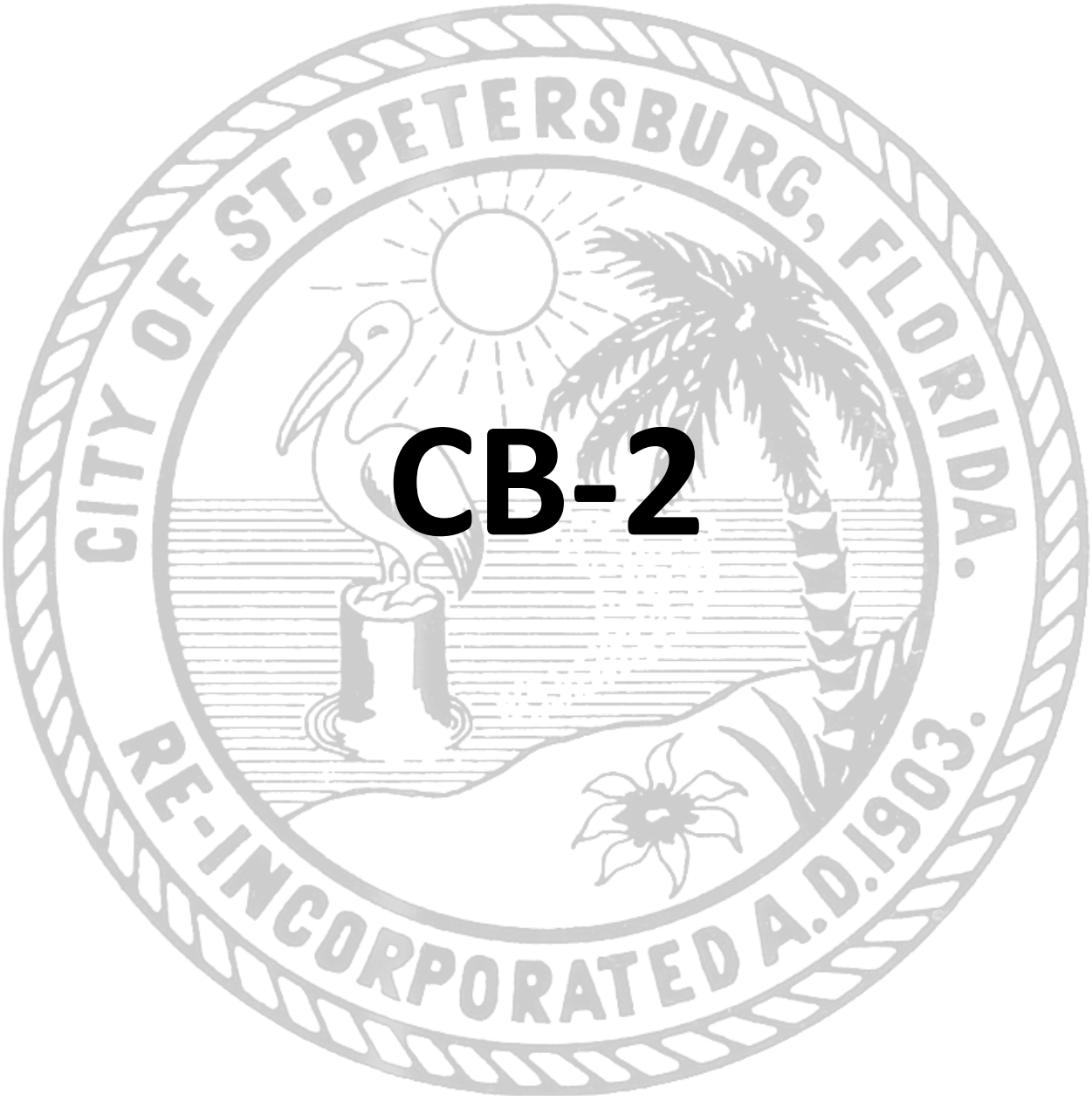
SS **Step 2: Approved by**
Stephanie N. Swinson 2/14/2024 4:21:57 PM

edit made on first line

SM **Step 1: Approved by**
Stacey McKee 2/14/2024 4:13:08 PM

KW **Requested by**
Kaela Williamson 2/14/2024 10:50:04 AM

The following page(s) contain the backup material for Agenda Item: Accepting Statements of Qualifications from Associated Space Design, Florida, Inc., Carbon Design & Architecture LLC, C.B. Goldsmith and Associates, Inc., Colliers Project Leaders USA NE, LLC, Fawley Bryant Architects, Inc., Harvard Jolly, Inc., Prescott Engineering LLC, Renker Eich Parks Architects, Inc., Sweet Sparkman Architects, Inc., and Wannemacher Jensen Architects, Inc., for Consulting Services, City Facility Improvement Projects, for the Engineering and Capital Improvements Department.
Please scroll down to view the backup material.




# CB-2

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

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

**Subject:** Accepting Statements of Qualifications from Associated Space Design, Florida, Inc., Carbon Design & Architecture LLC, C.B. Goldsmith and Associates, Inc., Colliers Project Leaders USA NE, LLC, Fawley Bryant Architects, Inc., Harvard Jolly, Inc., Prescott Engineering LLC, Renker Eich Parks Architects, Inc., Sweet Sparkman Architects, Inc., and Wannemacher Jensen Architects, Inc., for Consulting Services, City Facility Improvement Projects, for the Engineering and Capital Improvements Department.

**Explanation:** On November 6, 2023, the City issued a Request for Qualifications, RFQ-24-013, for Consulting Services, City Facility Improvement Projects. On December 5, 2023, the City received twelve Statements of Qualifications (SOQs) from the following firms:

1. Associated Space Design, Florida, Inc.,
2. Carbon Design & Architecture LLC
3. C.B. Goldsmith and Associates, Inc.
4. Colliers Project Leaders USA NE, LLC
5. Fawley Bryant Architects, Inc.
6. Hahn Engineering, Inc.
7. Harvard Jolly, Inc.
8. Prescott Engineering LLC
9. Renker, Eich, Parks Architects, Inc.
10. Sweet Sparkman Architects, Inc.
11. The Kugler Group
12. Wannemacher Jensen Architects, Inc.

Evaluations of the proposals were conducted by the following staff:

Raul Quintana, City Architect Manager
Patrick Green, Senior Capital Projects Coordinator
James Jackson, Senior Capital Projects Coordinator
Daniel Singleton, Civil Engineer II

The Statements of Qualifications were evaluated based on the following criteria:

Team background and experience
Staff Availability
Project Approach
Is the firm an SBE/WBE/MBE/DBE
Does the Project Team include SBE/WBE/MBE/DBE

On January 8, 2024, the SOQs were evaluated solely on the evaluation criteria established in the RFQ. The evaluation committee discussed each firms' qualifications and decided on a shortlist. The shortlisted firms were as follows:

1. Associated Space Design, Florida, Inc.,
2. Carbon Design & Architecture LLC
3. C.B. Goldsmith and Associates, Inc.
4. Colliers Project Leaders USA NE, LLC
5. Fawley Bryant Architects, Inc.
6. Harvard Jolly, Inc.
7. Prescott Engineering LLC
8. Renker, Eich, Parks Architects, Inc.
9. Sweet Sparkman Architects, Inc.
10. Wannemacher Jensen Architects, Inc.

On January 22 & 23, 2024, the ten firms were invited to make oral presentations before the evaluation committee. The evaluation committee considered the oral presentations and interviewed the ten firms. The firms were scored, and all ten firms were recommended for award.

All ten firms will provide consulting services for City Facility Improvement Projects on an as-needed basis.

**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-24-013: Consulting Services, City Facility Improvement Projects**

## Shortlisted Firms

1. Associated Space Design, Florida, Inc.,
2. Carbon Design & Architecture LLC
3. C.B. Goldsmith and Associates, Inc.
4. Colliers Project Leaders USA NE, LLC
5. Fawley Bryant Architects, Inc.
6. Harvard Jolly, Inc.
7. Prescott Engineering LLC
8. Renker, Eich, Parks Architects, Inc.
9. Sweet Sparkman Architects, Inc.
10. Wannemacher Jensen Architects, Inc.

## Evaluation Criteria

The SOQs were evaluated and scored based on the following criteria:

| | |
|---|---|
| Team background and experience | 30 possible points |
| Staff Availability | 25 possible points |
| Project Approach | 20 possible points |
| Is the firm an SBE/WBE/MBE/DBE | 12 possible points |
| Does the Project Team include SBE/WBE/MBE/DBE | 8 possible points |

## Offerors' Profiles

**Associated Space Design, Florida, Inc.** is headquartered in Atlanta, GA, and was founded in 1963. They have been in the present business for 60 years.

**Carbon Design & Architecture LLC** is headquartered in St. Petersburg, FL, and was founded in 2012. They have been in the present business for 11 years.

**C.B. Goldsmith and Associates, Inc.** is headquartered in Clearwater, FL, and was founded in 1955. They have been in the present business for 38 years.

**Colliers Project Leaders USA NE, LLC** is headquartered in Holmdel, NJ, and was founded in 1996. They have been in the present business for 27 years.

**Fawley Bryant Architects, Inc.,** is headquartered in Sarasota, FL, and was founded in 1994. They have been in the present business for 30 years.

**Harvard Jolly, Inc.,** is headquartered in St. Petersburg, FL, and was founded in 1938. They have been in the present business for 85 years.

**Prescott Engineering LLC** is headquartered in St. Petersburg, FL, and was founded in 2016. They have been in the present business for 7 years.

**Renker, Eich, Parks Architects, Inc.,** is headquartered in St. Petersburg, FL, and was founded in 1985. They have been in the present business for 38 years.

**Sweet Sparkman Architects, Inc.,** is headquartered in Sarasota, FL, and was founded in 2002. They have been in the present business for 21 years.

**Wannemacher Jensen Architects, Inc.,** is headquartered in St. Petersburg, FL, and was founded in 1992. They have been in the present business for 30 years.

**Tabulation of Scores**

On January 23, 2024, the evaluation committee scored the shortlisted firms and the aggregate scores for the ten firms based on a possible total of 75 points were as follows:

| Company | Score | Rank |
|---|---|---|
| Harvard Jolly, Inc. | 71.25 | 1 |
| Wannemacher Jensen Architects, Inc. | 70.25 | 2 |
| Sweet Sparkman Architects, Inc. | 70.25 | 3 |
| Renker, Eich, Parks Architects, Inc. | 69 | 4 |
| C.B. Goldsmith and Associates, Inc. | 68.25 | 5 |
| Associated Space Design, Florida, Inc. | 67.25 | 6 |
| Prescott Engineering LLC | 64.75 | 7 |
| Fawley Bryant Architecture | 59.25 | 8 |
| Colliers Project Leaders USA NE, LLC | 46.50 | 9 |
| Carbon Design & Architecture LLC | 46 | 10 |

All ten firms have met the requirements for RFQ-24-013 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 1) ASSOCIATED SPACE DESIGN, FLORIDA, INC., 2) CARBON DESIGN & ARCHITECTURE LLC, 3) C.B. GOLDSMITH AND ASSOCIATES, INC., 4) COLLIERS PROJECT LEADERS USA NE, LLC, 5) FAWLEY BRYANT ARCHITECTS, INC., 6) HARVARD JOLLY, INC., 7) PRESCOTT ENGINEERING LLC, 8) RENKER EICH PARKS ARCHITECTS, INC., 9) SWEET SPARKMAN ARCHITECTS, INC., AND 10) WANNEMACHER JENSEN ARCHITECTS, INC. AS THE MOST QUALIFIED FIRMS TO PROVIDE MISCELLANEOUS PROFESSIONAL SERVICES FOR CITY FACILITY IMPROVEMENT PROJECTS; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CITY'S STANDARD FORM ARCHITECT/ENGINEERING AGREEMENTS FOR CONTINUING MISCELLANEOUS PROFESSIONAL SERVICES WITH SUCH SELECTED FIRMS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 6, 2023, the Procurement & Supply Management Department issued a request for qualifications ("RFQ") No. 24-013 in accordance with the requirements set forth in Florida Statute §287.055 (the Consultant's Competitive Negotiation Act) to engage the most qualified firm(s) to provide miscellaneous professional services for City Facility Improvement Projects; and

WHEREAS, on December 5, 2023, the Procurement & Supply Management Department received twelve (12) statement of qualifications in response to the RFQ; and

WHEREAS, on January 8, 2024, the selection committee met to discuss the statement of qualifications, shortlisted to ten (10) firms, and motioned to hear presentations and conduct interviews with the ten (10) shortlisted firms; and

WHEREAS, the ten (10) shortlisted firms were 1) Associated Space Design, Florida, Inc., 2) Carbon Design & Architecture LLC, 3) C.B. Goldsmith and Associates, Inc., 4) Colliers Project Leaders USA NE, LLC, 5) Fawley Bryant Architects, Inc., 6) Harvard Jolly, Inc., 7) Prescott Engineering LLC, 8) Renker Eich Parks Architects, Inc., 9) Sweet Sparkman Architects, Inc., and 10) Wannemacher Jensen Architects, Inc.; and

WHEREAS, on January 22 and 23, 2024, the ten (10) shortlisted firms made presentations to the selection committee and interviews were conducted; and

WHEREAS, based on the presentations, interviews, deliberations, and statement of qualifications submitted by the ten (10) shortlisted firms, the selection committee met on January 23, 2024 and ranked all ten (10) shortlisted firms as the most qualified firms to provide miscellaneous professional services for City Facility Improvement Projects; and

WHEREAS, the firms are required to execute the City's form architect/engineering agreements for continuing miscellaneous professional services ("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 issues task orders to a qualified firm in order for the firm to provide professional services in accordance with the applicable A/E Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the selection of 1) Associated Space Design, Florida, Inc., 2) Carbon Design & Architecture LLC, 3) C.B. Goldsmith and Associates, Inc., 4) Colliers Project Leaders USA NE, LLC, 5) Fawley Bryant Architects, Inc., 6) Harvard Jolly, Inc., 7) Prescott Engineering LLC, 8) Renker Eich Parks Architects, Inc., 9) Sweet Sparkman Architects, Inc., and 10) Wannemacher Jensen Architects, Inc. as the most qualified firms to provide miscellaneous professional services for City Facility Improvement 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 for continuing miscellaneous professional services with such selected firms.

This resolution shall become effective immediately upon its adoption.

LEGAL:

00728459

DEPARTMENT:

**Approvals - gcc**
Report • Printed on February 26, 2024

Approved

# Consent Item, 906-10 Consulting Services, City Facility Improvement Projects, March 21, 2024

Good afternoon,

Please see the attached consent write up for your approval: 906-10 Consulting Services, City Facility Improvement Projects.

**Attachments**

906-10 Consulting Services, Cit
https://stpete1.sharepoint.com/:w:/s,

**Final status: Approved**

CT **Step 4: Approved by**
Claude Tankersley 2/26/2024 10:44:54 AM

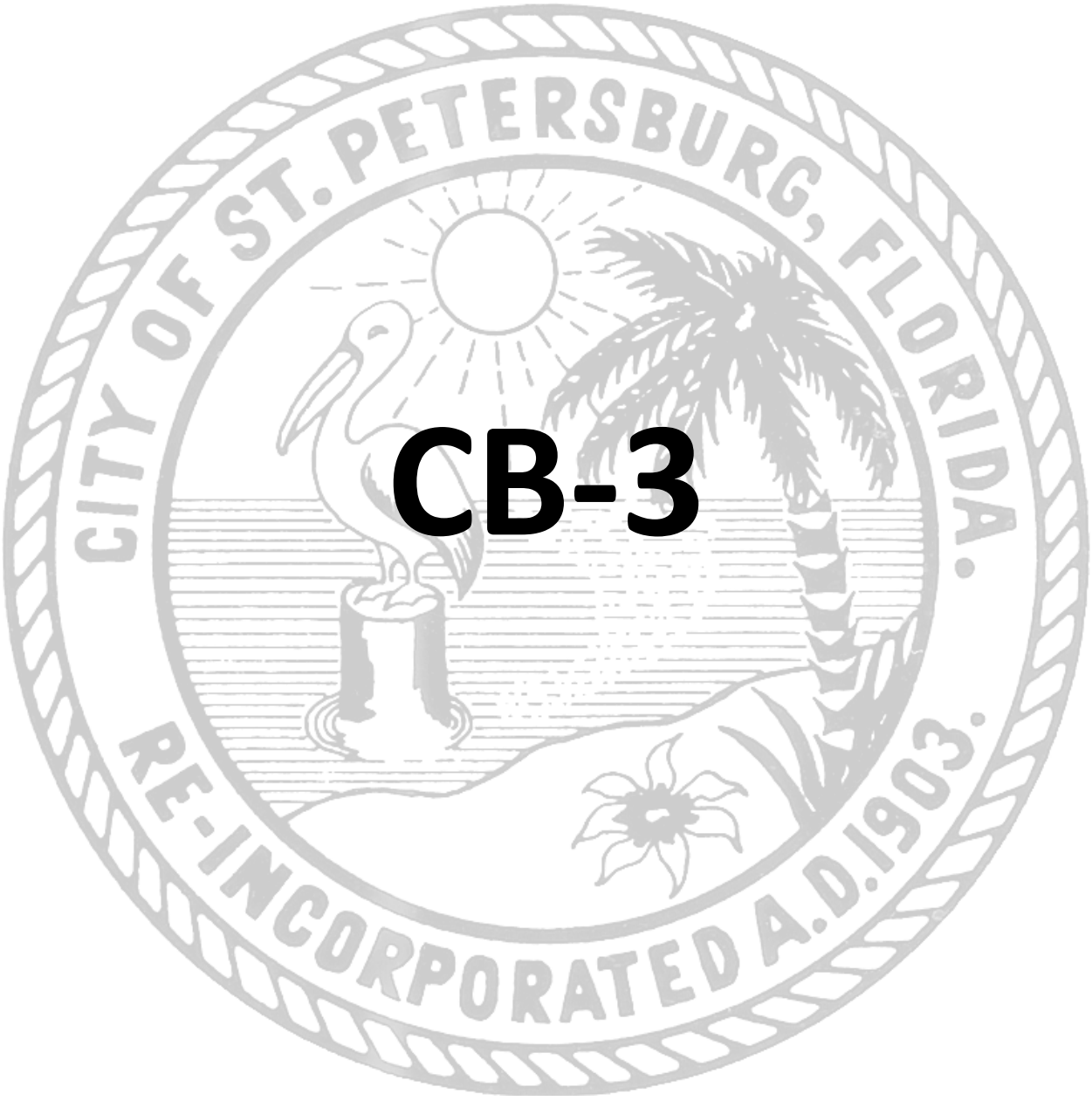
**Step 3: 1 of 2 recipients approved**
Sarah B. Johnson, Brejesh Prayman

SS **Step 2: Approved by**
Stephanie N. Swinson 2/14/2024 4:23:11 PM

SM **Step 1: Approved by**
Stacey McKee 2/14/2024 4:13:42 PM

GD **Requested by**
Gabriella DiPiazza 2/14/2024 1:25:19 PM

The following page(s) contain the backup material for Agenda Item: Accepting a quote from OpenGov, Inc. for sourcing, reporting, and permitting software for the Procurement and Supply Management Department, Finance Department, and Economic and Workforce Development Department, for a three-year contract amount of $253,866.45.
Please scroll down to view the backup material.




# CB-3

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

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

**Subject:** Accepting a quote from OpenGov, Inc. for sourcing, reporting, and permitting software for the Procurement and Supply Management Department, Finance Department, and Economic and Workforce Development Department, for a three-year contract amount of $253,866.45.

**Explanation:** The vendor's software provides a sourcing module for the Procurement and Supply Management Department to publicly announce and process all quotes and solicitations required to procure goods, services, and construction projects. The financial & reporting module is utilized by the Finance department to streamline multiple years of information for analytical analysis, internal research, internal audit and external audit analysis, enables transparency available to internal and external users of certain financial and statistical information, to create dashboards combining data and financial sets from different systems, and to create stories for publication to the public on large projects for transparency purposes. The grant module provides the Economic and Workforce Development Department with an intuitive and public portal platform to support access to business incentives opportunities, while improving efficiencies through the elimination of paper-based systems and the incorporation of user-friendly workflow interfaces.

The Procurement and Supply Management Department, in cooperation with the Finance Department and the Economic and Workforce Development Department recommends for approval:

OpenGov, Inc. (San Francisco, CA) ……. $253,866.45

This purchase is being made in accordance with Section 2-198(b) of the Procurement Code, which authorizes the POD to utilize competitively solicited contracts of other governmental entities. The Procurement and Supply Management Department has reviewed the applicable solicitation and determined (i) that the agreement was awarded on the basis of a competitive process substantially equivalent to the one specified in the City's Procurement Code and (ii) that it is in the best interest of the City to utilize this agreement. The agreement will be effective from the date of approval through September 30, 2026.

**Cost/Funding/Assessment Information:** Funds have previously been appropriated in the General Fund (0001), Finance Department, General Accounting Division (320-1913).

**Attachments:** Resolution

RESOLUTION NO. 2024-____

A RESOLUTION APPROVING THE AWARD OF A TWO-YEAR AGREEMENT TO OPENGOV, INC. FOR SOURCING, REPORTING, AND PERMITTING SOFTWARE FOR THE PROCUREMENT AND SUPPLY MANAGEMENT DEPARTMENT, FINANCE DEPARTMENT, AND ECONOMIC AND WORKFORCE DEVELOPMENT DEPARTMENT AT A TOTAL CONTRACT AMOUNT NOT TO EXCEED $253,866.45 THROUGH SEPTEMBER 30, 2026; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Administration desires to enter into a two-year agreement with OpenGov, Inc. for sourcing, reporting, and permitting software for the Procurement and Supply Management Department, Finance Department, and Economic and Workforce Development Department at a total contract amount not to exceed $253,866.45 through September 30, 2026; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Finance Department and Economic and Workforce Development Department, recommends approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the award of a two-year agreement to OpenGov, Inc. for sourcing, reporting, and permitting software for the Procurement and Supply Management Department, Finance Department, and Economic and Workforce Development Department at a total contract amount not to exceed $253,866.45 through September 30, 2026 is hereby approved.

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

This resolution shall become effective immediately upon its adoption.

LEGAL: DEPARTMENT:

Stephanie Swinson

00730851

**Approvals - gcc**
Report • Printed on March 7, 2024

Approved

# 920-04 Software Opengov licenses March 21 2024 Consent Write-Upv2

Re-approval after revisions made

**Attachments**

920-04 Software Opengov lice
https://stpete1-my.sharepoint.com/:

**Final status: Approved**

| | | |
|---|---|---|
| TG | Approved by<br>Tom Greene | 3/6/2024 5:01:34 PM |
| SM | Approved by<br>Stacey McKee | 3/1/2024 9:34:44 AM |
| SS | Approved by<br>Stephanie N. Swinson | 3/1/2024 9:34:41 AM |
| SP | Requested by<br>Steven F. Poceous | 3/1/2024 9:34:03 AM |

The following page(s) contain the backup material for Agenda Item: Accepting statements of qualifications from Applied Sciences Consulting, Inc., Atkins North America, Inc., Geosyntec Consultants, Inc., Pritchett Steinbeck Group, Inc., S&ME, Inc., and Stantec Consulting Services, Inc. for ongoing environmental consulting services, for the Engineering and Capital Improvements Department for a four-year contract.
Please scroll down to view the backup material.

# CB-4

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

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

**Subject:** Accepting statements of qualifications from Applied Sciences Consulting, Inc., Atkins North America, Inc., Geosyntec Consultants, Inc., Pritchett Steinbeck Group, Inc., S&ME, Inc., and Stantec Consulting Services, Inc. for ongoing environmental consulting services, for the Engineering and Capital Improvements Department for a four-year contract.

**Explanation:** The Procurement and Supply Management Department issued RFQ-24 – 001 for Consulting Services, Environmental on October 26, 2023. On November 30, 2023, the City received seventeen Statements of Qualifications (SOQs) from the following firms:

1. Applied Sciences Consulting, Inc
2. Atkins North America
3. Bio-Tech Consulting
4. Brightwater Solutions LLC
5. Colliers Engineering & Design
6. Cummins Cederberg Coastal & Marine Engineering
7. Environmental Consulting & Technology, Inc.
8. Geosyntec Consultants, Inc.
9. GHD
10. Greenman-Pedersen, Inc.
11. NovelEsolutions, Inc.
12. OHC Environmental Engineering
13. Pritchett Steinbeck Group Inc.
14. Professional Service Industries, Inc.
15. Raven Environmental Restoration Services LLC
16. S&ME
17. Stantec Consulting Services Inc.

Evaluations of the proposals were conducted by the following staff:

Brejesh Prayman, Engineering and Capital Improvements Director
Allison Mihalich, Sustainability and Resilience Director
Roger Johnson, Engineering Design Manager
Julie Vogel, Senior Capital Projects Coordinator

The Statements of Qualifications were evaluated based on the following criteria:

- Team background and Relevant experience
- Staff Availability
- Project approach
- The firm's certification as a Small, Minority, Women and Disadvantaged Business Enterprise
- Sub-consultants' status as a Small, Minority, Women and Disadvantaged Business Enterprise

Continued on Page 2

On December 15, 2023, the SOQs were evaluated solely on the evaluation criteria established in the RFQ. The evaluation committee discussed each firms' qualifications and decided on a shortlist. The shortlisted firms were as follows:

1. Applied Sciences Consulting
2. Atkins North America
3. Geosyntec Consultants
4. GHD
5. NovelEsolutions
6. Pritchett Steinbeck Group
7. S&ME
8. Stantec Consulting Services

On January 19, 2024, the eight firms were invited to make oral presentations before the evaluation committee, the evaluation committee considered the oral presentations and interviewed the three firms. The firms were scored, and the committee came to a unanimous decision to award the following six firms.

1. Applied Sciences Consulting
2. Atkins North America, Inc.
3. Geosyntec Consultants, Inc.
4. Pritchett Steinbeck Group
5. S&ME, Inc.
6. Stantec Consulting Services, Inc.

The selected firms have met the requirements for RFQ- 24 – 001 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.

The consultants will provide all labor, materials and equipment to provide consulting services on a continuing basis for environmental related projects. The consultants' services under this agreement will be described in task orders. Each task order, after City Council approval and execution, shall become a supplement to, and a part of, the agreement.

City Code Sec 2-276, Living Wage Requirements for Service Contracts requires every contractor that employs more than 50 persons and provides services to the City pursuant to a major contract pay employees a living wage. The firms have acknowledged and agreed to comply with the living wage requirement.

**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 (2 pages)
Resolution

**Technical Evaluation**
**RFQ- 24 - 001: Consulting Services, Environmental**

## Shortlisted Firms

1. Applied Sciences Consulting, Inc
2. Atkins North America
3. Geosyntec Consultants, Inc.
4. GHD
5. NovelEsolutions, Inc.
6. Pritchett Steinbeck Group Inc.
7. S&ME
8. Stantec Consulting Services Inc.

## Evaluation Criteria

The SOQs were evaluated based on the following criteria:

| | |
|---|---|
| Team background and Relevant experience | 30 possible points |
| Staff Availability | 25 possible points |
| Project Approach | 20 possible points |
| Is the firm an SBE/WBE/MBE/DBE | 12 possible points |
| Does the Project Team include SBE/WBE/MBE/DBE | 8 possible points |

## Offerors' Profiles

**Applied Sciences Consulting, Inc** is headquartered in Tampa, FL and was incorporated in 2005. They have been in business for 18 years.

**Atkins North America, Inc.** is headquartered in Tampa, FL and was incorporated in 1960. They have been in business for 63 years.

**Geosyntec Consultants, Inc.** is headquartered in Boca Raton, FL and was incorporated in 1983. They have been in business for 39 years.

**GHD Services, Inc.** is headquartered in Niagara Falls, NY and was incorporated in 2003. They have been in business for 20 years.

**NovelEsoulutions, Inc.** is headquartered in Tampa, FL and was incorporated in 2015. They have been in business for 9 years.

**Pritchett Steinbeck Group, Inc.** is headquartered in Safety Harbor, FL and was incorporated in 2018. They have been in business for 5 years.

**S&ME, Inc.** is headquartered in Raleigh, NC and was incorporated in 1973. They have been in business for 49 years.

**Stantec Consulting Services, Inc.** is headquartered in Edmonton, AB Canada and was incorporated in 1954. They have been in business for 69 years.

**Tabulation of Scores**

On January 19, 2024, the evaluation committee scored the shortlisted firms and the aggregate scores for the eight firms based on a possible total of ninety-five (95) points were as follows:

| Company | Score | Rank |
|---|---|---|
| Stantec Consulting Services Inc. | 83 | 1 |
| Geosyntec Consultants, Inc. | 81.5 | 2 |
| S&ME | 76.75 | 3 |
| Atkins North America | 76.75 | 4 |
| Pritchett Steinbeck Group Inc. | 72.5 | 5 |
| Applied Sciences Consulting, Inc | 69.5 | 6 |
| NovelEsolutions, Inc. | 66.75 | 7 |
| GHD | 66.5 | 8 |

The top six ranked firms we selected for award. The selected firms have met the requirements for RFQ- 24 -001 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.

The firms were selected for the following reasons:

- Their years of experience in providing these services
- Their proposed use of DBEMBE/WBE-certified sub-consultants
- They provided successful, relevant past and present project examples
- Their staff availability
- Each firm’s expertise in general environmental, remediation or water quality projects.

RESOLUTION NO. 2024-____

A RESOLUTION ACKNOWLEDGING THE SELECTION OF 1) APPLIED SCIENCES CONSULTING, INC., 2) ATKINS NORTH AMERICAN, INC., 3) GEOSYNTEC CONSULTANTS, INC., 4) PRICHETT STEINBECK GROUP, INC., 5) S&ME, INC., AND 6) STANEC CONSULTING SERVICES, INC. AS THE MOST QUALIFIED FIRMS TO PROVIDE MISCELLANEOUS ENVIRONMENTAL CONSULTING SERVICES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CITY'S STANDARD FORM ARCHITECT/ ENGINEERING AGREEMENTS FOR CONTINUING MISCELLANEOUS PROFESSIONAL SERVICES WITH SUCH SELECTED FIRMS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 26, 2023, the Procurement & Supply Management Department issued a request for qualifications ("RFQ") No. 24-001 in accordance with the requirements set forth in Florida Statute §287.055 (the Consultant's Competitive Negotiation Act) to engage the most qualified firm(s) to provide Miscellaneous Environmental Consulting Services; and

WHEREAS, on November 30, 2023, the Procurement & Supply Management Department received seventeen (17) statement of qualifications in response to the RFQ; and

WHEREAS, on December 15, 2023, the selection committee met to discuss the statement of qualifications, shortlisted to eight (8) firms, and motioned to hear presentations and conduct interviews with the eight (8) shortlisted firms; and

WHEREAS, the eight (8) shortlisted firms were 1) Applied Sciences Consulting, 2) Atkins North America, Inc. 3) Geosyntec Consultants, Inc. 4) GHD, 5) NovelEsolutions, 6) Pritchett Steinbeck Group, Inc., 7) S&ME, Inc. and 8) Stantec Consulting Services, Inc.; and

WHEREAS, on January 19, 2024 the eight (8) shortlisted firms made presentations to the selection committee and interviews were conducted; and

WHEREAS, based on the presentations, interviews, deliberations, and statement of qualifications submitted by the eight (8) shortlisted firms, the selection committee met on January 19, 2024 and ranked 1) Applied Sciences Consulting, 2) Atkins North America, Inc. 3) Geosyntec Consultants, Inc. 4) Pritchett Steinbeck Group, Inc., 5) S&ME, Inc. and 6) Stantec Consulting Services, Inc. as the most qualified firms to provide Miscellaneous Environmental Consulting Services; and

WHEREAS, the firms are required to execute the City's form architect/engineering agreements for continuing miscellaneous professional services ("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 issues task orders to a qualified firm in order for the firm to provide professional services in accordance with the applicable A/E Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the selection of 1) Applied Sciences Consulting, 2) Atkins North America, Inc. 3) Geosyntec Consultants, Inc. 4) Pritchett Steinbeck Group, Inc., 5) S&ME, Inc. and 6) Stantec Consulting Services, Inc. as the most qualified firms to provide Miscellaneous Environmental Consulting Services is hereby acknowledged.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the City's form architect/engineering agreements for continuing miscellaneous professional services with such selected firms.

This resolution shall become effective immediately upon its adoption.

LEGAL: DEPARTMENT:

00728549

**Approvals - gcc**
Report • Printed on February 28, 2024

Approved

# Consent Item: Consulting Services, Environmental

Please review and provide your approval. If you are unable to access the item please let me know.

**Attachments**

Consent Item: Consulting Serv
https://stpete1.sharepoint.com/:f:/s/

**Final status: Approved**

**Step 5: 1 of 2 recipients approved**
Sarah B. Johnson, Claude Tankersley

BP **Step 4: Approved by**
Brejesh Prayman 2/28/2024 4:09:59 PM

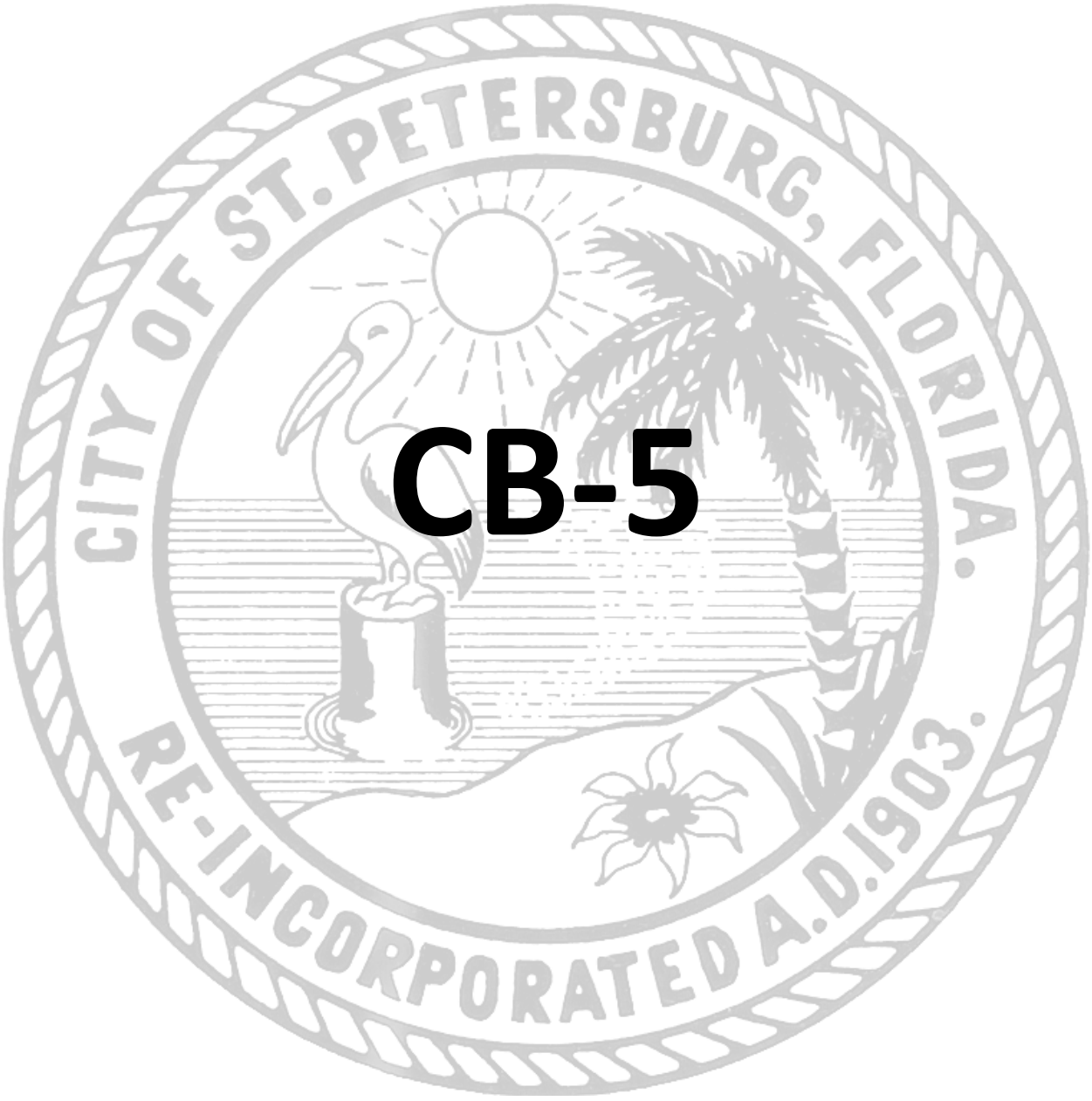
MH **Step 3: Approved by**
Marshall T. Hampton 2/28/2024 12:36:10 PM

**Step 2: 1 of 3 recipients approved**
Margaret B. Wahl, Kaitlyn S. Berger

SS **Step 1: Approved by**
Stephanie N. Swinson 2/21/2024 1:31:31 PM

DD **Requested by**
Deron R. Defreese 2/21/2024 9:28:06 AM

The following page(s) contain the backup material for Agenda Item: Approving an allocation increase for security cameras, maintenance, and repairs with GSA Security, Inc, for the Department of Technology Services, in the amount of 170,000.
Please scroll down to view the backup material.




# CB-5

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

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

**Subject:** Approving an allocation increase for security cameras, maintenance, and repairs with GSA Security, Inc, for the Department of Technology Services, in the amount of 170,000.

**Explanation:** The vendor furnishes, installs, and supports the City security camera system (approximately 360 cameras) and the City fiber optic infrastructure that connects City buildings to the City Data Center to provide connectivity for data and voice communications to include low voltage wiring and electrical work, as specified by the Department of Technology Services.

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

GSA Security, Inc (Tampa, FL) ..... $170,000

On May 16, 2019, City Council approved a three-year blanket purchase agreement in the amount of $167,000 for security camera installation, maintenance, and repairs through May 31, 2022. On December 5, 2019, City Council approved an increase in allocation of $200,000. On April 28, 2020, an administrative increase was added in the amount of $25,000. On November 5, 2020, City Council approved an increase in allocation of $300,000. On May 19, 2022, City Council approved a two-year renewal through May 31, 2024. There are no renewal options remaining. The total spend for this contract to date is $990,329.29. An allocation is needed for new camera installations and cabling work at a number of locations throughout the City to include the new Sanitation building and Water Resources Laboratory.

**Cost/Funding/Assessment Information:** Funds have been previously appropriated in the Technology Services Fund (5011) and Technology and Infrastructure Fund (5019), Department of Technology Services, Network Support Division (850-2565); in the Sanitation Capital Projects Fund (4024), New Sanitation Facility Project (17971); and in the Water Resources Capital Projects Fund (4003), Laboratory Replacement Project (16906).

**Attachments:** Resolution

RESOLUTION NO. ____

A RESOLUTION APPROVING AN INCREASE IN THE AMOUNT OF $170,000 TO THE ALLOCATION FOR THE AGREEMENT WITH GSA SECURITY, INC. FOR SECURITY CAMERAS, MAINTENANCE, AND REPAIRS FOR THE DEPARTMENT OF TECHNOLOGY SERVICES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 16, 2019, the City Council approved the award of a three-year agreement with one two-year renewal option to GSA Security, Inc. for security cameras, maintenance, and repairs for the Department of Technology Services for a total contract amount of $167,000 ("Agreement"); and

WHEREAS, on December 5, 2019, City Council approved an increase in the amount of $200,000 to the allocation for the Agreement; and

WHEREAS, on April 28, 2020, an increase in the amount of $25,000 to the allocation for the Agreement was administratively approved; and

WHEREAS, on November 5, 2020, City Council approved another increase in the amount of $300,000 to the allocation for the Agreement; and

WHEREAS, On May 19, 2022, City Council approved the two-year renewal option, which authorized extension of the Agreement through May 31, 2024; and

WHEREAS, an increase in the amount of $170,000 to the allocation for the Agreement is now needed for new camera installations and cabling work at various locations throughout the City, including the new Sanitation building and Water Resources Laboratory; and

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that an increase in the amount of $170,000 to the allocation for the agreement with GSA Security, Inc. for security cameras, maintenance, and repairs for the Department of Technology Services is hereby approved.

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

This resolution shall become effective immediately upon its adoption.

LEGAL: DEPARTMENT:

00730593

**Approvals - gcc**
Report • Printed on February 26, 2024

Approved

# Consent Item; Security Camera, Intall, Maint, Repair

Please see attached consent item for approvals.

**Attachments**

Consent Write-up
https://stpete1.sharepoint.com/:w:/s,

**Final status: Approved**

TG **Step 4: Approved by**
Tom Greene 2/26/2024 8:31:11 AM

MG **Step 3: Approved by**
Muslim A. Gadiwalla 2/21/2024 8:38:15 AM

Looks good to me

SS **Step 2: Approved by**
Stephanie N. Swinson 2/14/2024 4:17:24 PM

SM **Step 1: Approved by**
Stacey McKee 2/14/2024 4:12:05 PM

KM **Requested by**
Kristie Maciejewski 2/14/2024 9:40:00 AM

The following page(s) contain the backup material for Agenda Item: Approving an increase in allocation for group Medicare insurance, with Humana Insurance Company, for the Human Resources Department, in the amount of $300,000.
Please scroll down to view the backup material.

# CB-6

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

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

**Subject:** Approving an increase in allocation for group Medicare insurance, with Humana Insurance Company, for the Human Resources Department, in the amount of $300,000.

**Explanation:** The vendor provides group Medicare advantage plans for participating retired employees and their eligible dependents.

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

Humana Insurance Company (Tallahassee, FL) …….. $300,000

On September 7, 2020, City Council approved a three-year blanket purchase agreement for group Medicare insurance effective January 1, 2021 to December 31, 2024. The total spend for this contract to date is $2,495,278. An allocation increase is needed to ensure continuation of insurance coverage through the end of the contract.

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

**Attachments:** Resolution

RESOLUTION NO. 2024-____

A RESOLUTION APPROVING AN INCREASE IN THE AMOUNT OF $300,000 TO THE ALLOCATION FOR THE AGREEMENT WITH HUMANA INSURANCE COMPANY FOR GROUP MEDICARE ADVANTAGE PLANS FOR PARTICIPATING RETIRED EMPLOYEES AND THEIR ELIGIBLE DEPENDENTS THROUGH DECEMBER 31, 2024; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 7, 2020 City Council approved a three-year agreement with Humana Insurance Company for group Medicare advantage plans for participating retired employees and their eligible dependents through December 31, 2024; and

WHEREAS, an increase of $300,000 to the allocation for the agreement is necessary to ensure continuation of insurance coverage through the end of the initial contract term; and

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that an increase in the amount of $300,000 to the allocation for the agreement with Humana Insurance Company for group Medicare advantage plans for participating retired employees and their eligible dependents through December 31, 2024 is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

LEGAL:

Shavon Mitchmancy
00728313

DEPARTMENT:

Christopher M. Guella

**Approvals - gcc**
Report • Printed on February 26, 2024

Approved

# Consent Item; Group Medicare - March 21, 2024

Please find attached group Medicare consent item scheduled to appear on March 21st council date for your approval.

**Attachments**

Consent Memo
https://stpete1.sharepoint.com/:w:/s,

**Final status: Approved**

TG **Step 4: Approved by**
Tom Greene 2/26/2024 8:29:20 AM

CG **Step 3: Approved by**
Chris M. Guella 2/20/2024 8:24:00 AM

SS **Step 2: Approved by**
Stephanie N. Swinson 2/14/2024 4:25:31 PM

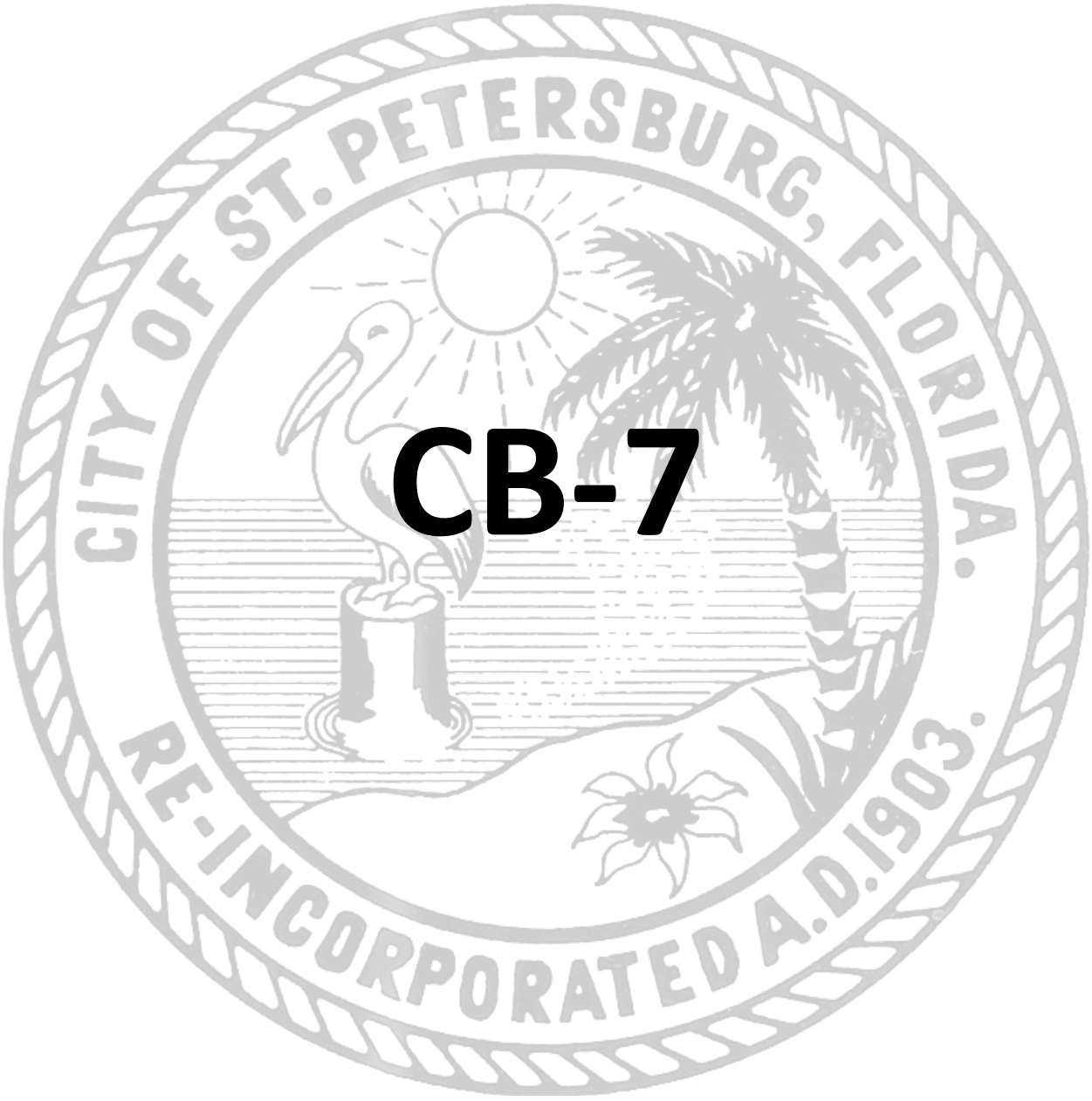
edit made to the last paragraph

SM **Step 1: Approved by**
Stacey McKee 2/14/2024 4:16:59 PM

Approved.

KW **Requested by**
Kaela Williamson 2/14/2024 2:06:07 PM

The following page(s) contain the backup material for Agenda Item: A resolution permitting St. Pete Aerial Advertising, Inc. (d/b/a Advertising Air Force) (AAF) to sublease a portion of the facility leased to AAF by the city, located in Hangar #3 of the Albert Whitted Airport, to CHF, flight LLC, subject to the conditions for subleases contained in AAFs lease with the city; authorizing the Mayor, or his designee, to execute all documents necessary to effectuate same; and providing an effective date.
Please scroll down to view the backup material.




# CB-7

**ST. PETERSBURG CITY COUNCIL**

**Consent Agenda**

**Meeting of March 21, 2024**

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

**SUBJECT:** A resolution permitting St. Pete Aerial Advertising, Inc. (D/B/A Advertising Air Force ("AAF"))'s request to sublease a portion of the facility leased to AAF, located in Hangar #3 on the Albert Whitted Airport, to CHF Flight LLC ("CHF") subject to the conditions for sublease contained within AAF's lease; authorizing the Mayor, or his designee, to execute all documents necessary to effectuate same; and providing an effective date.

**EXPLANATION:** St. Pete Aerial Advertising, Inc. (D/B/A Advertising Air Force ("AAF"), under its current ownership, has been leasing a portion of Hangar #3 on the Albert Whitted Airport, located at 341 8th Ave SE, from the City since October 2008. Along with the hangar/office space within Hangar #3, the lease allows AAF to utilize an area east of Runway 18/36 to conduct commercial banner towing and aerial advertising operations.

The Airport Manager received a request from AAF asking for consent, as required by the Lease, to sublease a portion of the leasehold to CHF Flight LLC ("CHF"). AAF intends to enter a six (6) month sublease with CHF for use of a portion of AAF's floor space within its hangar and having the option to extend its use of the premises for a month-month term not to exceed the term of AAF's lease with the City.

CHF intends to use the hangar for the storage of one (1) aircraft, a Tecnam P2010 TDI, Tail # N770VA. In addition to storage, CHF may use the space for basic maintenance and upkeep of the subject aircraft. This use will not replace the primary use of the space which is for the continued support of AAF's banner towing operations.

Paragraph 27 (B.) (i.) of the AAF lease provides that *"Tenant shall not …sublet any portion of the leased premises without the prior written consent of City Council."* Inasmuch as the defined use of the leasehold is based on an aeronautical use, which is further limited by the Federal Aviation Administration's guidance on the non-aeronautical use of airport facilities, this proposed sublease will fall in-line with those requirements. AAF will require that the same standards in effect in the Lease be applied to CHF in the sublease. Accordingly, Staff supports the AAF request to sublease a portion of its premises to CHF provided that the sublease agreement executed by AAF and CHF includes the requirements for subleases contained in similar City agreements on the Airport.

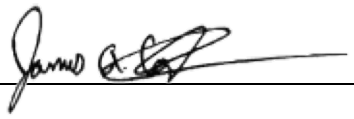
**RECOMMENDATION:** Administration recommends that City Council adopt the attached resolution permitting St. Pete Aerial Advertising, Inc. (D/B/A Advertising Air Force ("AAF"))'s

request to sublease a portion of the facility leased to AAF, located in Hangar #3 on the Albert Whitted Airport, to CHF Flight, LLC. ("CHF") subject to the conditions for sublease contained within AAF's lease; authorizing the Mayor, or his designee, to execute all documents necessary to effectuate same; and providing an effective date.

**COST/FUNDING/ASSESSMENT INFORMATION:** N/A

**ATTACHMENTS:** Resolution

**APPROVALS:**

Administration: 

Budget: N/A

Resolution No. 2024 - _____

A RESOLUTION PERMITTING ST. PETE AERIAL ADVERTISING, INC. (D/B/A ADVERTISING AIR FORCE) ("AAF") TO SUBLEASE A PORTION OF THE FACILITY LEASED TO AAF BY THE CITY, LOCATED IN HANGAR #3 OF THE ALBERT WHITTED AIRPORT, TO CHF, FLIGHT LLC, SUBJECT TO THE CONDITIONS FOR SUBLEASES CONTAINED IN AAF'S LEASE WITH THE CITY; AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Advertising Air Force ("AAF"), under its current ownership, has been leasing a portion of Hangar #3 on the Albert Whitted Airport, located at 341 8th Ave SE, from the City since October 2008 ("Lease"); and

WHEREAS, the Lease allows AAF to rent and utilize specific facilities on the Albert Whitted Airport to support and operate a commercial aeronautical operation conducting banner towing and aerial advertising; and

WHEREAS, the City's Airport Manager received a request from AAF asking for consent, as required by the Lease, to sublease a portion of the floor space within its hangar to CHF Flight, LLC ("CHF") for the purposes of aircraft storage; and

WHEREAS, AAF intends to enter into a six (6) month sublease with CHF for use of a portion of AAFs hangar space with CHF having the option to extend its use of the premises for a month-month term, not to exceed the term of AAF's lease with the City; and

WHEREAS, Administration believes CHF's proposed use for the storage of flyable aircraft and supporting equipment is proper for the premises and will be complimentary to the use by AAF; and

WHEREAS, AAF will be required to include provisions from the Lease in the sublease agreement with CHF, including but not limited provisions related to indemnity, insurance, termination, and term length; and

WHEREAS, staff supports the AAF request on condition that the City is able to verify that the sublease agreement with CHF includes the required provisions for subleases contained in AAF's Lease.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that St. Pete Aerial Advertising, Inc. (D/B/A Advertising Air Force) is permitted to sublease a portion of the facility leased to AAF by the City, located in Hangar #3 of the Albert Whitted Airport, to CHF Flight, LLC., subject to the conditions for subleases in AAF's lease with the City; and

BE IT FURTHER RESOLVED that the Mayor, or his Designee, is authorized to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)

APPROVED BY:

Chris Ballesta, Director
Enterprise Facilities Department

Legal: 00727942

The following page(s) contain the backup material for Agenda Item: A resolution approving a supplemental appropriation in the amount of $3,000 from the unappropriated balance of the Art in Public Places Fund (1901) to the City Development Administration Department, Arts, Culture & Tourism Division (100-1777); and providing an effective date.
Please scroll down to view the backup material.

# CB-8

**ST. PETERSBURG CITY COUNCIL**

**Consent Agenda**

**Meeting of February 29, 2024**

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

**SUBJECT:** A resolution approving a supplemental appropriation in the amount of $3,000 from the unappropriated balance of the Art in Public Places Fund (1901) to the City Development Administration Department, Arts, Culture, and Tourism Division (100-1777); and providing an effective date.

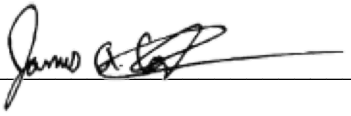
**EXPLANATION:** The Public Arts Commission approved an appropriation of up to $7,500 be used for restoration and conservation after extensive review of the condition of the Elder Jordan sculpture at its January 9, 2024, meeting. Staff received 3 quotes and chose the original fabricator, American Bronze Foundry with a quote not to exceed $3,000, to travel to the site, clean the sculpture, apply new patina to sculpture, seal with several coats of wax and drill a weep hole in hat.

Specifically, at the end of November 2023, both the artist Jon Hair, and American Bronze Foundry president, Charlie Wambold reported mineral building up on the surface, the protective coating gone, and the patina wearing in areas of the sculpture. Ashley Burke, Public Art Consultant, reported the same conditions in her December 2023 Public Art Condition and Maintenance Report.

**RECOMMENDATION:** Administration recommends that City Council approve the attached resolution approving a supplemental appropriation in the amount of $3,000 from the unappropriated balance of the Art in Public Places Fund (1901) to the City Development Administration Department, Arts, Culture, and Tourism Division (100-1777); and providing an effective date.

**COST/FUNDING/ASSESSMENT INFORMATION:** Funds will be available after the approval of a supplemental appropriation in the amount of $3,000 from the unappropriated balance of the Art in Public Places Fund (1901) to the City Development Administration Department, Arts, Culture, and Tourism Division (100-1777).

**ATTACHMENTS: Resolution, Agreement, Condition Report, Quote**

**APPROVALS:** Administration: 

Budget: Kaitlyn Berger

RESOLUTION NO. 2024-____

A RESOLUTION APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $3,000 FROM THE UNAPPROPRIATED BALANCE OF THE ART IN PUBLIC PLACES FUND (1901) TO THE CITY DEVELOPMENT ADMINISTRATION DEPARTMENT, ARTS, CULTURE, AND TOURISM DIVISION (100-1777); AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City owns the Elder Jordan sculpture created by artist, Jon Hair and fabricated by American Bronze Foundry; and

**WHEREAS**, the sculpture is in need of restoration; and

**WHEREAS**, Administration received a quote from American Bronze Foundry to perform the restoration work in the amount of $3,000 plus tax; and

**WHEREAS,** the Public Arts Commission approved the expenditure of up to $7,500 from the Art in Public Places Fund (1901) for the restoration of the sculpture; and

**WHEREAS**, Administration recommends approval of this Resolution.

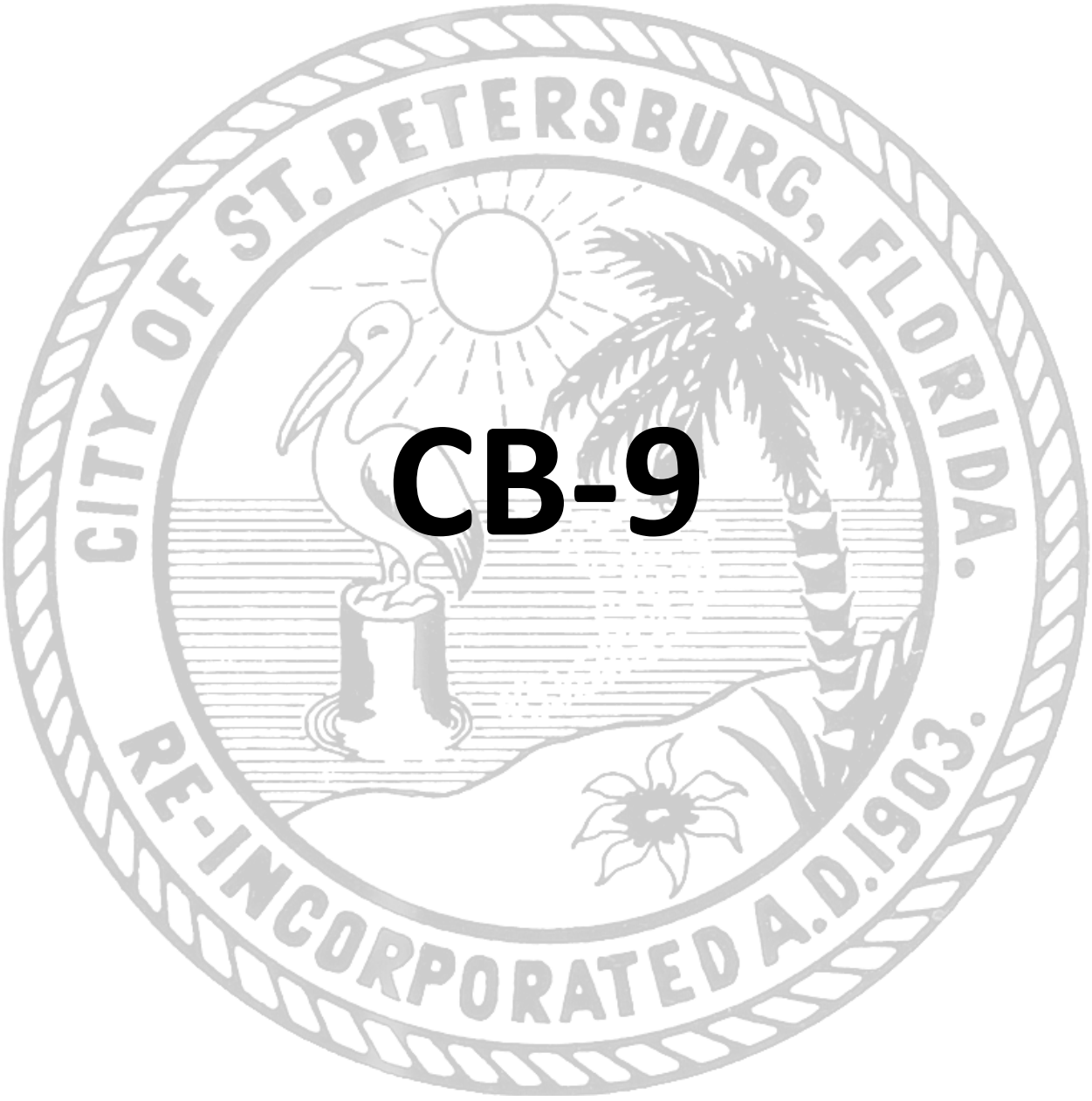
**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of St. Petersburg, Florida that there is hereby approved from the unappropriated balance of the Art in Public Places Fund (1901), the following supplemental appropriation:

| | |
|---|---|
| Art in Public Places Fund (1901) | |
| City Development Administration Department, | |
| Arts, Culture, and Tourism Division (100-1777) | $3,000 |

This Resolution shall become effective immediately upon its adoption.

| LEGAL: | DEPARTMENT: | BUDGET: |
|---|---|---|
| 00728364 | | |

The following page(s) contain the backup material for Agenda Item: A resolution approving a supplemental appropriation in the amount of $3,046.88 from the unappropriated balance of the Art in Public Places Fund (1901) to the City Development Administration Department, Arts, Culture & Tourism Division (100-1777); and providing an effective date.
Please scroll down to view the backup material.




# CB-9

**ST. PETERSBURG CITY COUNCIL**

**Consent Agenda**

**Meeting of February 29, 2024**

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

**SUBJECT:** A resolution approving a supplemental appropriation in the amount of $3,046.88 from the unappropriated balance of the Art in Public Places Fund (1901) to the City Development Administration Department, Arts, Culture, and Tourism Division (100-1777); and providing an effective date.

**EXPLANATION:** The Public Arts Commission approved an appropriation of up to $3,046.88 be used for the removal of five pieces of public art after extensive review of the condition report provided by Burke & Co. Fine Art Consultants in November 2023. Staff received a quote from St. Cate Fine Arts not to exceed $3,046.88, to travel to the sites, remove the sculptures and textiles and bring them to the City's unit at CubeSmart located at 1501 2nd Avenue N., Unit 3005, St. Peterburg, FL for storage, inspection and further review.

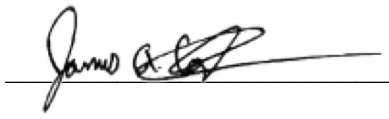
Specifically, at the end of November 2023, Burke & Co. Fine Art Consultants Public Art Assessment & Condition Report recommended that the following pieces of Public Art be removed from their locations and placed in storage for further evaluation, restoration and/or deaccession.

- Three sculptures (Panther, Snake and Palmetto Bug) created by Tom Pitzen located in Riviera Bay Park at 8131 Macoma Drive, NE. St. Petersburg, Fl
- "Shift Northward" textile piece created by Artist, Laura Bryant located in the Municipal Services Building at 1 N. 4th Street, St. Petersburg, FL
- "Pathway" a silk banner created by Lois Rector located in the Mirror Lake Branch Library at 280 5th St. N.

**RECOMMENDATION:** Administration recommends that City Council approve the attached resolution approving a supplemental appropriation in the amount of $3,046.88 from the unappropriated balance of the Art in Public Places Fund (1901) to the City Development Administration Department, Arts, Culture, and Tourism Division (100-1777); and providing an effective date.

**COST/FUNDING/ASSESSMENT INFORMATION:** Funds will be available after the approval of a supplemental appropriation in the amount of $3,046.88 from the unappropriated balance of the Art in Public Places Fund (1901) to the City Development Administration Department, Arts, Culture, and Tourism Division (100-1777).

**ATTACHMENTS: Resolution**

**APPROVALS:** Administration: 

Budget: Kaitlyn Berger

RESOLUTION NO. 2024-____

A RESOLUTION APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $3,046.88 FROM THE UNAPPROPRIATED BALANCE OF THE ART IN PUBLIC PLACES FUND (1901) TO THE CITY DEVELOPMENT ADMINISTRATION DEPARTMENT, ARTS, CULTURE, AND TOURISM DIVISION (100-1777); AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS,** the City owns eight sculptures created by artist Tom Pitzen which sculptures are located in Rivera Bay Park at 8131 Macoma Drive NE, St. Petersburg, FL; and

**WHEREAS,** the City owns "Shift Northward," a textile piece created by artist Laura Bryant, which piece is located in the Municipal Services Building at 1 N. 4th Street, St. Petersburg, FL; and

**WHEREAS,** the City owns "Pathway," a silk banner created by Lois Rector, which banner is located in the Mirror Lake Branch Library at 280 5th St. N., St. Petersburg, FL; and

**WHEREAS,** Burke & Co. Fine Art Consultants performed condition assessments of the sculptures and pieces listed above at the end of November 2023 and recommended that three of the sculptures from Riviera Bay Park and the two textile pieces listed above be de-installed so conservators or the artists can be consulted regarding how to address their current condition; and

**WHEREAS**, based on those condition assessments and recommendations, Administration reached out to a contractor specializing in the professional handling, care & maintenance of art collections, for an estimate for the removal of the three sculptures and two textile pieces listed above; and

**WHEREAS**, a supplemental appropriation in the amount of $3,046.88 is needed to provide funding for the removal the sculptures and pieces listed above; and

**WHEREAS**, Administration recommends approval of this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of St. Petersburg, Florida that there is hereby approved from the unappropriated balance of the Art in Public Places Fund (1901), the following supplemental appropriation for FY24:

| | |
|---|---|
| Art in Public Places Fund (1901) | |
| City Development Administration Department, | |
| Arts, Culture, and Tourism Division (100-1777) | $3,046.88 |

This Resolution shall become effective immediately upon its adoption.

LEGAL: DEPARTMENT: BUDGET:

00728370

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 Donald Gialanella (Artist to incorporate design changes to the artistic sculpture entitled Oneness to be designed, fabricated and installed by artist at the new Sanitation Headquarters; authorizing the mayor or his designee to execute the amendment and all other documents necessary to effectuate this transaction, and providing an effective date.
Please scroll down to view the backup material.

# CB-10

**ST. PETERSBURG CITY COUNCIL**

**Oneness – Sanitation Department Public Art Proposed Changes**

**March 21, 2024**

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

**SUBJECT:** Proposed changes to the Oneness public art sculpture at the new sanitation department site. Change plinth/base from being covered in metallic recycled "trash" to a simple Corten base with descriptive marker on one side.

**EXPLANATION:**

On July 20, 2023, City Council approved the public art, Oneness, by artist Donald Gialanella, for the new sanitation headquarters site. The RFQ specifically asked artists to reference the history of the department with particular attention paid to the Sanitation Strike of 1968 and the historical significance of Joseph E. Savage, sanitation worker and leader of the strikers' efforts for improved wages and working conditions.

St. Petersburg sculptor Donald Gialanella, who specializes in the design and fabrication of public art with installations across the United States, including a work at the Dali Museum, was the selected artist for the sanitation department. The sculpture entitled, Oneness, is a triumphant figure holding a perfect circular ring overhead. He stands mounted atop a small mountain of metallic trash. The stainless-steel ring he holds overhead symbolizes the solidarity of the sanitation workers who came together to overcome inequality and poor working conditions during the sanitation strike. The completed sculpture stands 20' - 25· tall and weighs 1,900 - 2,200 lbs.

During follow up discussions with staff, Mr. Gialanella needed to change his original plan of securing recycled materials for the plinth/base of Oneness from the Sanitation Department after learning that individuals nor city staff could sort or secure the materials needed for the base.

Based on this new information, Mr. Gialanella agreed that instead of the now unavailable recycled materials, a marker with historical information about the sanitation workers strike and Mr. Savage could be installed on one side of the base.

As discussed during the council meeting in July 2023, it was stated that a separate marker would be installed with the sculpture to educate and inform the public of the historical significance of Mr. Savage and the Sanitation Strike of 1968.

Administration's proposal is that this statement will now be attached to the plinth/base of Oneness. The proposed change was discussed at the December Public Arts Commission meeting. City staff and PAC, proposed text is below for City Council approval.

“Oneness" is a triumphant figure holding a perfect circular ring overhead. The ring symbolizes the solidarity of the sanitation workers who came together to overcome inequality and poor working conditions during the 1968 sanitation strike led by Joseph E. Savage.

RECOMMENDATION: Administration recommends that the City Council of the City of St. Petersburg, Florida, approve an amendment to the agreement between the City of St. Petersburg, Florida and Donald Gialanella (“Artist”) to incorporate design changes to the artistic sculpture entitled “Oneness” to be designed, fabricated, and installed by Artist at the new Sanitation Headquarters is hereby approved.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Sanitation Capital Projects Fund (4024), New Sanitation Facility FY21 Project (17971).

ATTACHMENTS: Resolution

**APPROVALS:** **Administration:** _____

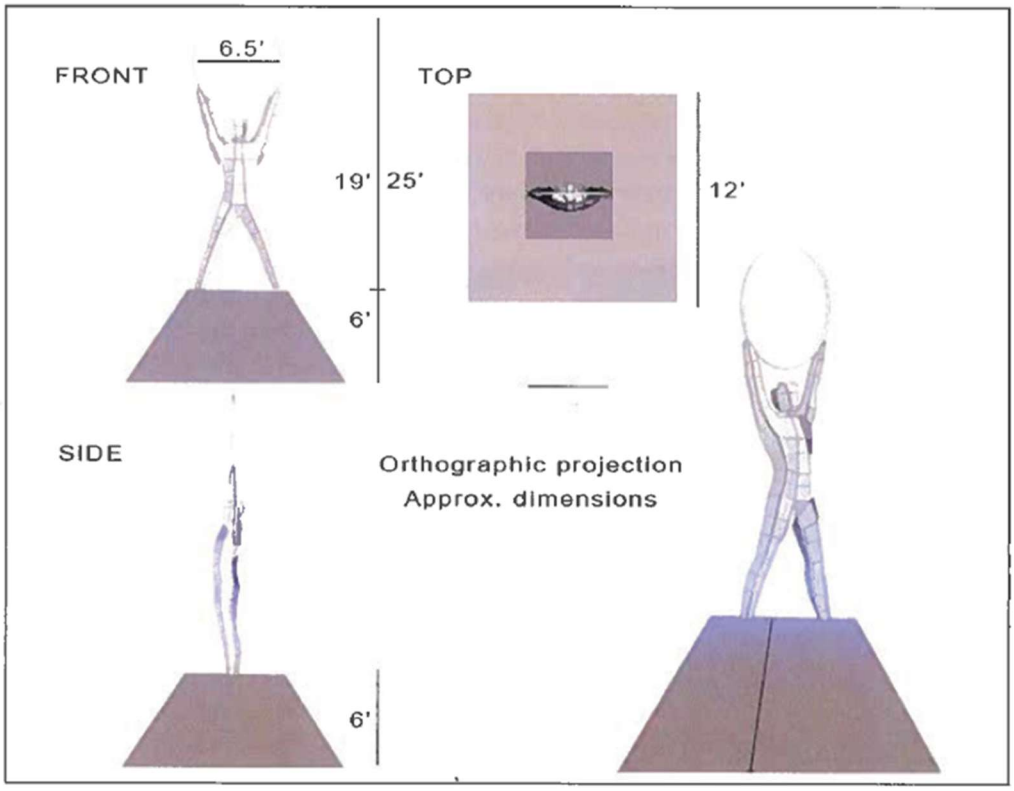
**Budget:** Kaitlyn Berger

**EXHIBIT A: Oneness original approved rendering**

**EXHIBIT B: Oneness rendering without recycled material**

**Approximate Dimensions**

The completed sculpture stands 20' - 25' tall. Approx. weight 1,900 - 2,200lbs.



Resolution No. 2024-_____

A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND DONALD GIALANELLA ("ARTIST") TO INCORPORATE DESIGN CHANGES TO THE ARTISTIC SCULPTURE ENTITLED "ONENESS" TO BE DESIGNED, FABRICATED, AND INSTALLED BY ARTIST AT THE NEW SANITATION HEADQUARTERS; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 20, 2023, City Council approved an agreement ("Artist Agreement") for Donald Gialanella ("Artist") to design, fabricate, and install an artistic sculpture entitled "Oneness" at the new Sanitation Headquarters site for a total firm fixed price of $91,500; and

WHEREAS, the original design approved by City Council was a triumphant figure holding a perfect circular ring overhead and standing mounted atop a base consisting of a small mountain of metallic "trash"; and

WHEREAS, the Artist was unable to source materials needed to create the base contemplated in the original design approved by City Council; and

WHEREAS, the Artist has proposed changing the base to a simple Corten base with descriptive markers on one side stating the following: *"Oneness" is a triumphant figure holding a perfect circular ring overhead. The ring symbolizes the solidarity of the sanitation workers who came together to overcome inequality and poor working conditions during the 1968 sanitation strike led by Joseph E. Savage*; 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 Donald Gialanella ("Artist") to incorporate design changes to the artistic sculpture entitled "Oneness" to be designed, fabricated, and installed by Artist at the new Sanitation Headquarters is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)
00728651

DEPARTMENT:

The following page(s) contain the backup material for Agenda Item: Resolutions approving issuance of the Ad Valorem Tax Exemption for Historic Properties for the following properties and forwarding to the Pinellas County Board of County Commissioners:
Please scroll down to view the backup material.

# CB-11

# CITY COUNCIL AGENDA ITEMS
**Consent**

Meeting of March 21, 2024

| | |
|---|---|
| **Submitting Department:** | Planning & Development Services Dept. |
| **Department Contact/Phone Number:** | Kelly Perkins, Historic Preservationist II (x5470) |
| **Agenda Category:** | Consent Agenda |

**Agenda Subject Matter (wording to appear on agenda):**

Resolutions approving issuance of the Ad Valorem Tax Exemption for Historic Properties for the following properties and forwarding to the Pinellas County Board of County Commissioners:

458 Joyce Terrace North (Contributing: Round Lake National Register Historic District) (AVT 21-90400002);

2135 3rd Avenue North (Contributing: Contributing: Kenwood Section – Southeast Kenwood Local Historic District) (AVT 21-90400008);

10000 Gandy Boulevard North (Local Historic Landmark: Peninsular Fruit Company Building, Local Historic Landmark) (AVT 21-90400009);

336 Lang Court North (Contributing: Lang's Bungalow Court Historic District) (AVT 22-90400005)

**APPROVALS:** Administrative: ERA
Budget: Kaitlyn Berger
Legal:

**ST. PETERSBURG CITY COUNCIL**

**Meeting of March 21, 2024**

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

**SUBJECT:** Resolutions approving issuance of the Ad Valorem Tax Exemption for Historic Properties for the following properties and forwarding to the Pinellas County Board of County Commissioners:

- 458 Joyce Terrace North (Contributing: Round Lake National Register Historic District) (AVT 21-90400002);
- 2135 3rd Avenue North (Contributing: Contributing: Kenwood Section – Southeast Kenwood Local Historic District) (AVT 21-90400008);
- 10000 Gandy Boulevard North (Local Historic Landmark: Peninsular Fruit Company Building, Local Historic Landmark) (AVT 21-90400009);
- 336 Lang Court North (Contributing: Lang's Bungalow Court Historic District) (AVT 22-90400005)

**BACKGROUND:** In 1992, the voters of Florida approved a constitutional amendment allowing ad valorem tax exemptions for up to ten years on certain improvements to eligible historic properties. The City of St. Petersburg adopted this amendment (Section 16.30.070.4) on July 21, 1994, giving the City's historic property owners a strong financial incentive to preserve and rehabilitate buildings of architectural and historical significance. The ad valorem tax exemption was subsequently adopted by Pinellas County in 1996 as part of intergovernmental coordination efforts, authorizing certain county-wide exemptions to make the overall incentive even more appealing.

In St. Petersburg today, this incentive program allows for the exemption of up to 100 percent of the resulting assessed value of qualifying improvements to eligible historic properties. An eligible historic property in the City of St. Petersburg is defined as real property that is:

- Designated as a local historic landmark or part of a multiple property landmark in the St. Petersburg Register of Historic Places;
- Contributing to a local historic district listed in the St. Petersburg Register of Historic Places;
- Individually listed in the National Register of Historic Places;

- Contributing property in a historic district listed in the National Register of Historic Places; or
- Proposed for listing as an individual or contributing resource on either register.

Qualifying improvements must be appropriate to the historic architectural character of a resource in accordance with recognized standards of preservation, restoration, or rehabilitation, as guided by City Code criteria, the St. Petersburg Design Guidelines for Historic Properties, and the Secretary of the Interior's Standards for the Treatment of Historic Properties. Applicants generally have two years to complete the qualifying improvements, which must be supported by detailed expense accounting. Working closely with the property owner, City staff provides valuable technical assistance, performs site inspections, and prepares the application documents for review and approval by the St. Petersburg City Council, the Pinellas Board of County Commissioners, and the Pinellas County Property Appraiser. The latter performs the final assessment of the property to determine the resulting ad valorem tax exemption, if any, and potential tax savings that is applied for the 10-year period. Nearly every applicant participating in the program since its beginning has realized some tax savings, and the exemption automatically transfers to future property owners during the exemption period.

The ad valorem tax exemption process requires that the owner(s) submit a *Part 1 – Preconstruction Application* package prior to initiating any qualifying improvements. A Certificate of Appropriateness application is required at this stage to document and evaluate the rehabilitation work, along with other required paperwork, as necessary. Qualifying improvements to the property must equal or exceed 10 percent of its assessed value based on the year the Part 1 application is approved.

When the approved work is completed, the property owner(s) submits a *Part 2 – Post-construction Request for Review of Completed Work Application*, which includes a table of expenses, changes to the scope of work, if any, that were approved by City Historic Preservation staff during the construction, and an on-site inspection by City Historic Preservation staff. Extensions up to one year may be authorized by the City.

In addition, certain procedural requirements are necessary, as follows:

1) A covenant, in the form which has been approved by the City Attorney, must be executed by the property owner before an exemption can be approved by the City Council. The covenant provides that the property owner shall maintain and repair the property so as to preserve and maintain the historic architectural qualities or historical or archaeological integrity of the qualifying property for which an exemption is granted;

2) If the exemption is granted, the property owner shall record the covenant with the Pinellas County Clerk of the Circuit Court prior to the effective date of the exemption. The covenant shall be binding on the property owner, transferees, and their heirs, successors or assigns. The applicant shall provide a certified copy of the recorded covenant to the POD within 120 days of the City Council approval of the exemption, or said approval by City Council shall be made null and void. If the property changes ownership during the exemption period, the requirements of the covenant are transferred to the new owner;

3) As part of City Council approval, a resolution will be passed and the exemption will be valid for a period of up to ten years;

4) The City Council approval will be forwarded to the Pinellas County Board of County Commissioners for its approval in order to qualify for an exemption to the County ad valorem tax, as well; and

5) The Pinellas County Property Appraiser will reassess the subject property according to the improvements made and its market value for each given year.

**EXPLANATION:** Four individual property reports, resolutions, and ad valorem tax exemption covenants are attached; each has been determined by staff to meet all requirements for the ad valorem tax exemption as outlined in City Code, Section 16.30.070.4.

**RECOMMENDATION:** Staff recommends **APPROVAL** of the attached RESOLUTIONS and ad valorem tax exemption COVENANTS. The form of the joint City of St. Petersburg and Pinellas County covenant showing the rights, obligations, and responsibilities of the property owner, City and County has been provided in lieu of individual covenants for each property.

**COST/FUNDING/ASSESSMENT:** The property owners, seeking an ad valorem tax exemption, paid pre-rehabilitation taxes totaling approximately **$21,239**. They will continue to pay their respective amount overall – and any inflationary increases, or tax adjustments – during the life of the exemption. Based on the tax exemptions granted since 2016 when the cap was removed, the combined city/county tax savings averages at $1,406 per year. The tax exemptions range from a low of $44 a year to a high of $3,588 a year.

| Property Address/File No. | Pre-construction Assessed Value | Pre-construction Tax Basis | Qualifying Rehab Costs |
|---|---|---|---|
| 458 Joyce Terr N / 21-90400002 | $158,221 | $3,998.29 | $416,631 |
| 2135 3rd Ave N / 21-90400008 | $313,771 | $5,474.90 | $46,423 |
| 10000 Gandy Blvd N / 21-90400009 | $305,000 | $6,411.61 | $718,515 |
| 336 Lang Ct N / 22-90400005 | $307,782 | $5,354.03 | $34,061 |

**ATTACHMENTS:** Staff Reports, Covenants, and Resolutions for four historic properties; and 2024 Ad Valorem Tax Exemption for Historic Properties Summary Table.

RESOLUTION NO. _____

A RESOLUTION OF THE ST. PETERSBURG CITY COUNCIL APPROVING THE AD VALOREM TAX EXEMPTION FOR THE PROPERTY LOCATED AT 458 JOYCE TERRACE NORTH, A CONTRIBUTING PROPERTY TO THE ROUND LAKE HISTORIC DISTRICT LISTED IN THE NATIONAL REGISTER OF HISTORIC PLACES; RECOMMENDING THAT THE PINELLAS COUNTY BOARD OF COMMISSIONERS APPROVE AN EXEMPTION TO THE COUNTY AD VALOREM TAX; APPROVING EXECUTION OF A HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 1992, the voters of Florida approved a constitutional amendment allowing ad valorem tax exemptions for up to ten years on improvements to designated historic properties and the City of St. Petersburg adopted this amendment (Section 16.30.070.4 of the City Code) on July 21, 1994, giving its residents financial incentives to preserve the City's historical resources. This incentive was strengthened in January 1996, when Pinellas County adopted this ad valorem tax exemption amendment; and

WHEREAS, the property at 458 Joyce Terrace North, a contributing property to the Round Lake Historic District listed in the National Register of Historic Places, and described as below (herein, the "Property"), which according to public record is presently owned by Maria Herrera Turner and Thomas L. Turner:

CASHWELL'S 2ND SUB LOT 28

WHEREAS, the Keeper of the National Register in Washington, D.C. on September 29, 2003, approved the nomination of the Round Lake Historic District to the National Register of Historic Places; and

WHEREAS, the Community Planning and Preservation Commission approved the Part I ad valorem tax exemption application (AVT 21-90400002) on October 12, 2021; and

WHEREAS, the attached staff report and historic preservation covenant demonstrate that the renovation work on the Property meets all the criteria for issuing the exemption as described both in Section 16.30.070.4 of the City Code and Section 196.1997 of the Florida Statutes; and

WHEREAS, the Property does not meet the conditions set forth in City Code Section 16.30.070.4(E), *Ad Valorem Tax Exemptions for Historic Properties Open to the Public*; and

WHEREAS, the tax exemption shall be for a period of ten (10) years which is from January 1, 2024, to December 31, 2033.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of St. Petersburg, Florida approves the ad valorem tax exemption for the Property, a contributing property to the Round Lake Historic District listed in the National Register of Historic Places, as consistent with local and state law subject to receipt of a certified copy of the recorded covenant within 120 days of City Council approval or said approval shall be void; approves execution of the historic preservation tax exemption covenant on behalf of the City; and recommends that the Pinellas County Board of County Commissioners approve the exemption to the County ad valorem taxes as well.

This resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 21st day of March 2024.

_____

Deborah Figgs-Sanders, Chair-Councilmember
Presiding Officer of the City Council

ATTEST:_____
Chandrahasa Srinivasa, City Clerk

APPROVED AS TO FORM AND SUBSTANCE:

/s/ Elizabeth Abernethy 03/01/24

PLANNING AND DEVELOPMENT SERVICES DATE

3-7-24

CITY ATTORNEY (DESIGNEE) DATE

**City of St. Petersburg and Pinellas County**
**HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT**

---

This Covenant is made the ____ day of _____, 2024, by **MARIA HERRERA TURNER AND THOMAS L TURNER**, (hereinafter referred to as the "Owner"), and in favor of **CITY OF ST. PETERSBURG, FLORIDA** (hereinafter referred to as "City") and **PINELLAS COUNTY, FLORIDA** (hereinafter referred to as "County"), jointly and severally, for the purpose of the restoration, renovation or rehabilitation of a certain property located at 458 Joyce Terrace North, St. Petersburg, Florida, (hereinafter, the "Property") which is owned in fee simple by the Owner. The Property is a contributing property to the Round Lake Historic District listed in the National Register of Historic Places. The areas of significance of this Property, as identified in the nomination report for the Property are: ( **x** ) architecture, ( **x** ) history, (  ) archaeology.

The Property is comprised essentially of the improvements to the following described site:

CASHWELL'S 2ND SUB LOT 28

In consideration of the historic preservation property tax exemptions granted by the City and the County resulting from the restoration, renovation, or rehabilitation of the Property by the Owner, the Owner hereby agrees to the following for the period of the tax exemption, which is from January 1, 2024, to December 31, 2033:

1. The Owner agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for designation under the provisions of the local preservation ordinance.

2. The Owner agrees that no visual or structural alterations will be made to the Property without prior written permission of the City of St. Petersburg Urban Planning and Historic Preservation Division (or successor agency thereto) (herein, the "Local Historic Preservation Office"), the address for which is:

**City of St. Petersburg**
**Urban Planning and Historic Preservation Division**
**Planning and Development Services**
**PO Box 2842**
**St. Petersburg, Florida 33731**
**(727) 892-5451**

3. [Only for properties of archaeological significance] The Owner agrees to ensure the protection of the Property site against willful damage or vandalism. Nothing in this Covenant shall prohibit the Owner from developing the Property site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the Property site is obtained pursuant to 2., above.

4. The Owner agrees that appropriate representatives of the City and the County, their agents and designees, shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed.

5. In the event of non-performance or violation of the maintenance and repair provisions of this Covenant by the Owner or by any successor-in-interest during the term of this Covenant, the Local Historic Preservation Office will follow the procedures set forth in City Code Section 16.30.070.4.F.7. If the City Council makes a determination that the exemption shall be revoked, the Local Historic Preservation Office shall provide written notice of the decision to the Pinellas County Property Appraiser and Tax Collector who shall take action pursuant to s. 196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the Property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.

6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owner will inform both the Local Historic Preservation Office and the County in writing of the damage to the Property. Such notification shall include (1) an assessment

of the nature and extent of the damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. In order to maintain the tax exemption, the Owner shall complete the restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the City. Such restoration and reconstruction work shall also be reported to the County.

7. If the Property is destroyed or severely damaged by accidental or natural causes during the Covenant period, such that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost or so damaged that restoration is not feasible, the Owner will inform both the Local Historic Preservation Office and the County in writing of the loss or damage to the Property. Such notification shall include (1) an assessment of the nature and extent of the loss or damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. In accordance with City Code Section 16.30.070.4.F.7, the City Council shall hold a public hearing to determine whether the exemption shall be revoked. The Local Historic Preservation Office will provide written notice of such proceedings to the owner at least ten days before the public hearing. If the City Council determines that the Property is no longer eligible for tax exemption, the Local Historic Preservation Office will notify the Owner and the Pinellas County Property Appraiser in writing so that the tax exemption may be cancelled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the Owner.

8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost

or damaged deliberately or through gross negligence of the Owner, the Local Historic Preservation Office shall notify the Owner in writing. For the purpose of this Covenant, "gross negligence" means the omission of care which even inattentive and thoughtless persons never fail to take of their own property. The Owner shall have 30 days to respond indicating any circumstances which show that the damage was not deliberate or due to gross negligence. If the Owner cannot show such circumstances, the Owner shall develop a plan for restoration of the Property and a schedule for completion of the restoration. In order to maintain the tax exemption, the Owner shall complete the restoration work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office. If the Owner does not complete the restoration work on the agreed upon time schedule, the Local Historic Preservation Office will follow the procedures set forth in City Code Section 16.30.070.4.F.7. If the City Council makes a determination that that the exemption shall be revoked, the Local Historic Preservation Office shall provide written notice of the decision to the County, the Pinellas County Property Appraiser, and the Pinellas County Tax Collector, who shall take action pursuant to s. 196.1997(7), F.S. The Owner shall be required to pay the differences between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.

9. The terms of this Covenant shall be binding on the current Property Owner, transferees, and their heirs, successors, or assigns. This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.

WITNESSES

OWNER

**MARIA HERRERA TURNER**

By:

_____
Witness Signature

_____
Owner Signature

_____
Printed or typed name of Witness

_____
Printed or typed name of Owner

_____
Date

_____
Date

_____
Witness Signature

_____
Printed or typed name of Witness

_____
Date

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by **MARIA HERRERA TURNER**, to me well known to be the person described in, or who produced _____ as identification, and who executed the foregoing Covenant individually and acknowledged before me that she executed the same in her capacity as Owner of 458 Joyce Terrace North for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this _____ day of _____, 2024.

(Notary Stamp)

_____
(Notary Signature)
Commission expires:

WITNESSES

OWNER

**THOMAS L TURNER**

By:

_____
Witness Signature

_____
Owner Signature

_____
Printed or typed name of Witness

_____
Printed or typed name of Owner

_____
Date

_____
Date

_____
Witness Signature

_____
Printed or typed name of Witness

_____
Date

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by **THOMAS L TURNER**, to me well known to be the person described in, or who produced _____ as identification, and who executed the foregoing Covenant individually and acknowledged before me that he executed the same in his capacity as Owner of 458 Joyce Terrace North for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this _____ day of _____, 2024.

(Notary Stamp)

_____
(Notary Signature)
Commission expires:

WITNESSES

**CITY OF ST. PETERSBURG, FLORIDA**

_____
Witness Signature

By:_____
Robert M. Gerdes, City Administrator

_____
Printed or Typed Name of Witness

ATTEST:

_____
Witness Signature

By:_____
Chandrahasa Srinivasa, City Clerk

_____
Printed or Typed Name of Witness

(Affix Seal)

STATE OF FLORIDA )
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this ____ day of _____, A.D. 2024, by Robert M. Gerdes and Chandrahasa Srinivasa, as City Administrator and City Clerk, respectively, of the City of St. Petersburg, Florida, a Municipal Corporation, existing under the laws of the State of Florida, on behalf of the corporation. They are personally known to me and appeared before me at the time of notarization.

(Notary Stamp)

_____
(Notary Signature)
Commission Expires:

APPROVED AS TO FORM:

_____
City Attorney (Designee)
By: _____

ATTEST:
KENNETH BURKE, CLERK

**PINELLAS COUNTY, FLORIDA,**
by and through its Board of County Commissioners,

By:_____
Deputy Clerk

By:_____
Chairman

APPROVED AS TO FORM:

_____
Office of the County Attorney

**CITY OF ST. PETERSBURG, FLORIDA**

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
URBAN PLANNING AND HISTORIC PRESERVATION DIVISION

# STAFF REPORT

HISTORIC PROPERTY AD VALOREM TAX EXEMPTION APPLICATION
CITY FILE: AVT 21-90400002

| | |
|---|---|
| **Property Address:** | 458 Joyce Terrace North |
| **Historic Designation Status:** | Contributing property (FMSF 8PI10317) Round Lake National Register Historic District (listed 2003) |
| **Date of Construction:** | c. 1918 |
| **Request:** | Approval of Historic Property Ad Valorem Tax Exemption Part II: Request for Review of Completed Work |
| **Recommendation:** | Administration recommends APPROVAL of the Historic Property Ad Valorem Tax Exemption for the building at 458 Joyce Terrace North |

## Qualifying Property

As a contributing property to the Round Lake Historic District, which was added to the National Register of Historic Places in 2003, the subject property (recorded in the Florida Master Site File as 8PI05017), is categorized as a "qualifying property" for the historic rehabilitation ad valorem

tax (AVT) exemption for historic properties established by City Code Chapter 16, sub-Section 16.30.070.4. The applicant has met all procedural, technical, and financial requirements set forth in City Code. The applicant was approved for the Part 1 Preconstruction Application of the AVT exemption on October 12, 2021, prior to beginning the applicable improvements. The Part 2 Request for Review of Completed Work Application was submitted on August 1, 2023.

To be eligible for the AVT exemption, City Code Chapter 16, sub-Section 16.30.070.4 requires expenses of at least ten percent (10%) of the assessed property value to be spent on "qualifying improvements," which generally includes labor, materials, and certain construction administration costs for improving the condition of the historic property that are determined by staff to be sympathetic to the architectural and/or historical integrity of the subject property. Per City Code, qualifying improvements do not include improvements that are not compatible with the historic character of the subject property.

For the purposes of this AVT exemption case, the assessed value of the subject property is based on the Pinellas County Property Appraiser assessed property value for the year 2021, which was $158,221. The applicant estimated an expected total of $297,480 in qualified improvement expenses for the rehabilitation of the building, which was 188 percent of the assessed value, surpassing the minimum requirement.

**Fiscal Impact of Ad Valorem Tax Exemption**

For the 2021 assessment, the subject property owner received a bill for ad valorem taxes of $3,998.29, representing the approximate pre-improvement tax obligation, plus inflationary increases, that will continue to be due annually during the ten-year AVT exemption period. The actual AVT exemption will apply only to the increase in taxes resulting from the qualifying rehabilitation. This will be based on the resulting increase (or decrease) in market value of the subject property as determined by the Pinellas County Property Appraiser who will re-assesses the rehabilitated property, as well as the qualified improvements, once approved by the City Council of St. Petersburg and the Board of Pinellas County Commissioners.

Since 11.300 mils (6.468 City, 4.832 County) of the total 2023 millage rate are applicable to ad valorem exemptions for historic properties, qualified property owners would save approximately $113.00 for every $10,000.00 of qualifying market value increase, with no set cap on qualifying expenses or qualifying market value increases. The actual tax exemption captured will be based on market value, which is determined based on industry appraisal formulas. The dollar amount of this exemption, therefore, cannot be predetermined by historic preservation staff.

| Property Address/File No. | Pre-construction Assessed Value | Pre-construction Tax Basis | Qualifying Rehab Costs |
|---|---|---|---|
| 458 Joyce Terr N | $158,221 | $3,998.29 | $416,631 |

**Qualifying Improvements and Compliance with Secretary of Interior's Standards for Historic Preservation**

According to City Code Chapter 16, sub-Section 16.30.070.4, improvements to historic properties for which ad valorem tax exemption is sought must apply for, and comply with the City's Certificate of Appropriateness requirements and the Design Guidelines for Historic Properties, as well as, the U.S. Secretary of the Interior's Standards for Rehabilitation. Based upon a review of the overall application, the completed work has been determined by staff to be in compliance with these requirements. The table below provides a general overview of the major completed improvements to the subject property which were determined to be eligible for the exemption. Photographs of noteworthy rehabilitation improvements are referenced in the table and found below.

| Feature No. (per Part 1 Approval Letter) | Eligible Improvement | Photo Reference |
|---|---|---|
| 1 | Construction of one-story, rear addition of approximately 1500 square feet | 8-13 |
| 2 | Restoration of the front porch | 1-4, 6-7 |
| 3 | Restoration of architectural features | 2, 6-8, 10 |
| 4 | Installation of siding over asbestos siding | 2, 6-8, 10 |
| 5 | HVAC and mechanical upgrades | 10 |
| 6 | Electrical upgrades | |
| 7 | Plumbing upgrades | |
| 8 | Interior and exterior painting | |

## Appendix A: Pre and Post-Construction Photographs

**Figure 1: Front façade of subject property prior to construction.**

**Figure 2: Front façade after rehabilitation.**

**Figure 3: Enclosed front porch, prior to construction**

**Figure 4: Front façade and side elevation, prior to construction**

**Figure 5: Side elevation.**

**Figure 6: Front porch, after rehabilitation**

**Figure 7: Another view of the front porch, after rehabilitation**

**Figure 8: Side elevation, after rehabilitation**

**Figure 9: Rear elevation, before construction work**

**Figure 10: Rear elevation, after construction**

**Figure 11: Living room and kitchen in one of the two units on the property.**

**Figure 12: Bedroom in the addition**

**Figure 13: Kitchen in the second unit**

RESOLUTION NO. _____

A RESOLUTION OF THE ST. PETERSBURG CITY COUNCIL APPROVING THE AD VALOREM TAX EXEMPTION FOR THE PROPERTY LOCATED AT 2135 3RD AVENUE NORTH, A CONTRIBUTING PROPERTY TO THE KENWOOD SECTION – SOUTHEAST KENWOOD LOCAL HISTORIC DISTRICT LISTED IN THE ST. PETERSBURG REGISTER OF HISTORIC PLACES; RECOMMENDING THAT THE PINELLAS COUNTY BOARD OF COMMISSIONERS APPROVE AN EXEMPTION TO THE COUNTY AD VALOREM TAX; APPROVING EXECUTION OF A HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 1992, the voters of Florida approved a constitutional amendment allowing ad valorem tax exemptions for up to ten years on improvements to designated historic properties and the City of St. Petersburg adopted this amendment (Section 16.30.070.4 of the City Code) on July 21, 1994, giving its residents financial incentives to preserve the City's historical resources. This incentive was strengthened in January 1996, when Pinellas County adopted this ad valorem tax exemption amendment; and

WHEREAS, the property at 2135 3rd Avenue North, a contributing property to the Kenwood Section – Southeast Kenwood Local Historic District listed in the St. Petersburg Register of Historic Places, and described as below (herein, the "Property"), which according to public record is presently owned by Todd Bowman and Melissa A. Zepeda:

BRONX BLK 9, LOT 13

WHEREAS, the City Council, on September 20, 2018, approved the designation of the Kenwood Section – Southeast Kenwood Local Historic District (HPC 18-90300001) listed in the St. Petersburg Register of Historic Places; and

WHEREAS, Planning and Development Services staff approved the Part I ad valorem tax exemption application (AVT 21-90400008) on September 22, 2021; and

WHEREAS, the attached staff report and historic preservation covenant demonstrate that the renovation work on the Property meets all the

criteria for issuing the exemption as described both in Section 16.30.070.4 of the City Code and Section 196.1997 of the Florida Statutes; and

WHEREAS, the Property does not meet the conditions set forth in City Code Section 16.30.070.4(E), *Ad Valorem Tax Exemptions for Historic Properties Open to the Public*; and

WHEREAS, the tax exemption shall be for a period of ten (10) years which is from January 1, 2024, to December 31, 2033.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of St. Petersburg, Florida approves the ad valorem tax exemption for the Property, a contributing property to the Kenwood Section – Southeast Kenwood Local Historic District listed in the St. Petersburg Register of Historic Places, as consistent with local and state law subject to receipt of a certified copy of the recorded covenant within 120 days of City Council approval or said approval shall be void; approves execution of the historic preservation tax exemption covenant on behalf of the City; and recommends that the Pinellas County Board of County Commissioners approve the exemption to the County ad valorem taxes as well.

This resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 21st day of March 2024.

_____
Deborah Figgs-Sanders, Chair-Councilmember
Presiding Officer of the City Council

ATTEST:_____
Chandrahasa Srinivasa, City Clerk

APPROVED AS TO FORM AND SUBSTANCE:

/s/ Elizabeth Abernethy 03/01/24

PLANNING AND DEVELOPMENT SERVICES DATE

3-7-24

CITY ATTORNEY (DESIGNEE) DATE

**City of St. Petersburg and Pinellas County**
**HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT**

---

This Covenant is made the ____ day of _____, 2024, by **TODD BOWMAN AND MELISSA A ZEPEDA**, (hereinafter referred to as the "Owner"), and in favor of **CITY OF ST. PETERSBURG, FLORIDA** (hereinafter referred to as "City") and **PINELLAS COUNTY, FLORIDA** (hereinafter referred to as "County"), jointly and severally, for the purpose of the restoration, renovation or rehabilitation of a certain property located at 2135 3rd Avenue North, St. Petersburg, Florida, (hereinafter, the "Property") which is owned in fee simple by the Owner. The Property is a contributing property to the Kenwood Section – Southeast Kenwood Local Historic District listed in the St. Petersburg Register of Historic Places. The areas of significance of this Property, as identified in the nomination report for the Property are: ( **x** ) architecture, ( **x** ) history, ( ) archaeology.

The Property is comprised essentially of the improvements to the following described site:

BRONX BLK 9, LOT 13

In consideration of the historic preservation property tax exemptions granted by the City and the County resulting from the restoration, renovation, or rehabilitation of the Property by the Owner, the Owner hereby agrees to the following for the period of the tax exemption, which is from January 1, 2024, to December 31, 2033:

1. The Owner agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for designation under the provisions of the local preservation ordinance.

2. The Owner agrees that no visual or structural alterations will be made to the Property without prior written permission of the City of St. Petersburg Urban Planning and Historic Preservation Division (or successor agency thereto) (herein, the "Local Historic Preservation Office"), the address for which is:

**City of St. Petersburg**
**Urban Planning and Historic Preservation Division**
**Planning and Development Services**
**PO Box 2842**
**St. Petersburg, Florida 33731**
**(727) 892-5451**

3. [Only for properties of archaeological significance] The Owner agrees to ensure the protection of the Property site against willful damage or vandalism. Nothing in this Covenant shall prohibit the Owner from developing the Property site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the Property site is obtained pursuant to 2., above.

4. The Owner agrees that appropriate representatives of the City and the County, their agents and designees, shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed.

5. In the event of non-performance or violation of the maintenance and repair provisions of this Covenant by the Owner or by any successor-in-interest during the term of this Covenant, the Local Historic Preservation Office will follow the procedures set forth in City Code Section 16.30.070.4.F.7. If the City Council makes a determination that the exemption shall be revoked, the Local Historic Preservation Office shall provide written notice of the decision to the Pinellas County Property Appraiser and Tax Collector who shall take action pursuant to s. 196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the Property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.

6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owner will inform both the Local Historic Preservation Office and the County

in writing of the damage to the Property. Such notification shall include (1) an assessment of the nature and extent of the damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. In order to maintain the tax exemption, the Owner shall complete the restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the City. Such restoration and reconstruction work shall also be reported to the County.

7. If the Property is destroyed or severely damaged by accidental or natural causes during the Covenant period, such that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost or so damaged that restoration is not feasible, the Owner will inform both the Local Historic Preservation Office and the County in writing of the loss or damage to the Property. Such notification shall include (1) an assessment of the nature and extent of the loss or damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. In accordance with City Code Section 16.30.070.4.F.7, the City Council shall hold a public hearing to determine whether the exemption shall be revoked. The Local Historic Preservation Office will provide written notice of such proceedings to the owner at least ten days before the public hearing. If the City Council determines that the Property is no longer eligible for tax exemption, the Local Historic Preservation Office will notify the Owner and the Pinellas County Property Appraiser in writing so that the tax exemption may be cancelled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the Owner.

8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property

eligible for designation under the terms of the local preservation ordinance have been lost or damaged deliberately or through gross negligence of the Owner, the Local Historic Preservation Office shall notify the Owner in writing. For the purpose of this Covenant, "gross negligence" means the omission of care which even inattentive and thoughtless persons never fail to take of their own property. The Owner shall have 30 days to respond indicating any circumstances which show that the damage was not deliberate or due to gross negligence. If the Owner cannot show such circumstances, the Owner shall develop a plan for restoration of the Property and a schedule for completion of the restoration. In order to maintain the tax exemption, the Owner shall complete the restoration work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office. If the Owner does not complete the restoration work on the agreed upon time schedule, the Local Historic Preservation Office will follow the procedures set forth in City Code Section 16.30.070.4.F.7. If the City Council makes a determination that that the exemption shall be revoked, the Local Historic Preservation Office shall provide written notice of the decision to the County, the Pinellas County Property Appraiser, and the Pinellas County Tax Collector, who shall take action pursuant to s. 196.1997(7), F.S. The Owner shall be required to pay the differences between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.

9. The terms of this Covenant shall be binding on the current Property Owner, transferees, and their heirs, successors, or assigns. This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.

WITNESSES

OWNER

**MELISSA A ZEPEDA**

By:

_____
Witness Signature

_____
Owner Signature

_____
Printed or typed name of Witness

_____
Printed or typed name of Owner

_____
Date

_____
Date

_____
Witness Signature

_____
Printed or typed name of Witness

_____
Date

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by **MELISSA A ZEPEDA**, to me well known to be the person described in, or who produced _____ as identification, and who executed the foregoing Covenant individually and acknowledged before me that she executed the same in her capacity as Owner of 2135 3rd Avenue North, for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this _____ day of _____, 2024.

(Notary Stamp)

_____
(Notary Signature)
Commission expires:

WITNESSES

OWNER

**TODD BOWMAN**

By:

_____
Witness Signature

_____
Owner Signature

_____
Printed or typed name of Witness

_____
Printed or typed name of Owner

_____
Date

_____
Date

_____
Witness Signature

_____
Printed or typed name of Witness

_____
Date

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by **TODD BOWMAN**, to me well known to be the person described in, or who produced _____ as identification, and who executed the foregoing Covenant individually and acknowledged before me that he/she executed the same in their capacity as Owner of 2135 3rd Avenue North, for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this _____ day of _____, 2024.

(Notary Stamp)

_____
(Notary Signature)
Commission expires:

WITNESSES

**CITY OF ST. PETERSBURG, FLORIDA**

_____
Witness Signature

By:_____
Robert M. Gerdes, City Administrator

_____
Printed or Typed Name of Witness

ATTEST:

_____
Witness Signature

By:_____
Chandrahasa Srinivasa, City Clerk

_____
Printed or Typed Name of Witness

(Affix Seal)

STATE OF FLORIDA )
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this ____ day of _____, A.D. 2024, by Robert M. Gerdes and Chandrahasa Srinivasa, as City Administrator and City Clerk, respectively, of the City of St. Petersburg, Florida, a Municipal Corporation, existing under the laws of the State of Florida, on behalf of the corporation. They are personally known to me and appeared before me at the time of notarization.

(Notary Stamp)

_____
(Notary Signature)
Commission Expires:

APPROVED AS TO FORM:

_____
City Attorney (Designee)
By: _____

ATTEST:
KENNETH BURKE, CLERK

**PINELLAS COUNTY, FLORIDA,**
by and through its Board of County Commissioners,

By:_____
Deputy Clerk

By:_____
Chairman

APPROVED AS TO FORM:

_____
Office of the County Attorney

**CITY OF ST. PETERSBURG, FLORIDA**

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
URBAN PLANNING AND HISTORIC PRESERVATION DIVISION

# STAFF REPORT

HISTORIC PROPERTY AD VALOREM TAX EXEMPTION APPLICATION
CITY FILE: AVT 21-90400008

| | |
|---|---|
| **Property Address:** | 2135 3rd Avenue North |
| **Historic Designation Status:** | Contributing property to the Kenwood Section – Southeast Kenwood Local Historic District (HPC 18-90300001) |
| **Date of Construction:** | c. 1923 |
| **Request:** | Approval of Historic Property Ad Valorem Tax Exemption Part II: Request for Review of Completed Work |
| **Recommendation:** | Administration recommends APPROVAL of the Historic Property Ad Valorem Tax Exemption for the building at 2135 3rd Avenue North |

## Qualifying Property

As a contributing property to the Round Lake Historic District, which was added to the National Register of Historic Places in 2003, the subject property (recorded in the Florida Master Site File as 8PI05017), is categorized as a "qualifying property" for the historic rehabilitation ad valorem tax (AVT) exemption for historic properties established by City Code Chapter 16, sub-Section 16.30.070.4. The applicant has met all procedural, technical, and financial requirements set forth in City Code. The applicant was approved for the Part 1 Preconstruction Application of the AVT exemption on September 22, 2021, prior to beginning the applicable improvements. The Part 2 Request for Review of Completed Work Application was submitted on August 2, 2023.

To be eligible for the AVT exemption, City Code Chapter 16, sub-Section 16.30.070.4 requires expenses of at least ten percent (10%) of the assessed property value to be spent on "qualifying improvements," which generally includes labor, materials, and certain construction administration costs for improving the condition of the historic property that are determined by staff to be sympathetic to the architectural and/or historical integrity of the subject property. Per City Code, qualifying improvements do not include improvements that are not compatible with the historic character of the subject property.

For the purposes of this AVT exemption case, the assessed value of the subject property is based on the Pinellas County Property Appraiser assessed property value for the year 2021, which was $313,771. The applicant estimated an expected total of $33,221.28 in qualified improvement expenses for the rehabilitation of the building, which was 11 percent of the assessed value, surpassing the minimum requirement.

**Fiscal Impact of Ad Valorem Tax Exemption**

For the 2021 assessment, the subject property owner received a bill for ad valorem taxes of $5,474.90, representing the approximate pre-improvement tax obligation, plus inflationary increases, that will continue to be due annually during the ten-year AVT exemption period. The actual AVT exemption will apply only to the increase in taxes resulting from the qualifying rehabilitation. This will be based on the resulting increase (or decrease) in market value of the subject property as determined by the Pinellas County Property Appraiser who will re-assesses the rehabilitated property, as well as the qualified improvements, once approved by the City Council of St. Petersburg and the Board of Pinellas County Commissioners.

Since 11.300 mils (6.468 City, 4.832 County) of the total 2023 millage rate are applicable to ad valorem exemptions for historic properties, qualified property owners would save approximately $113.00 for every $10,000.00 of qualifying market value increase, with no set cap on qualifying expenses or qualifying market value increases. The actual tax exemption captured will be based on market value, which is determined based on industry appraisal formulas. The dollar amount of this exemption, therefore, cannot be predetermined by historic preservation staff.

| Property Address/File No. | Pre-construction Assessed Value | Pre-construction Tax Basis | Qualifying Rehab Costs |
|---|---|---|---|
| 2135 3rd Ave N | $313,771 | $5,474.90 | $46,423 |

**Qualifying Improvements and Compliance with Secretary of Interior's Standards for Historic Preservation**

According to City Code Chapter 16, sub-Section 16.30.070.4, improvements to historic properties for which ad valorem tax exemption is sought must apply for, and comply with the City's Certificate of Appropriateness requirements and the Design Guidelines for Historic Properties, as well as, the U.S. Secretary of the Interior's Standards for Rehabilitation. Based upon a review of the overall application, the completed work has been determined by staff to be in compliance with these requirements. The table below provides a general overview of the major completed improvements to the subject property which were determined to be eligible for the exemption.

Photographs of noteworthy rehabilitation improvements are referenced in the table and found below.

| Feature No. (per Part 1 Approval Letter) | Eligible Improvement | Photo Reference |
|---|---|---|
| 1 | Reconstruction of front porch, due to damage caused by large tree | All |

## Appendix A: Pre-Construction Photographs (2021)

**Figure 1: Front façade of subject property with the large tree next to the porch.**

**Figure 2: Front façade after tree removal, and damage apparent from tree. See leaning right column.**

**Figure 3: Damage can be seen at porch columns**

**Figure 4: Separation accruing at front porch due to tree roots**

**Figure 5: Detail photo of porch separation**

**Figure 6: Another detail of porch damage from tree**

## Appendix B: Post-Construction Photographs (2023)

**Figure 7: Front façade after reconstruction of porch columns, walls, and floors.**

**Figure 8: Detail of front porch.**

**Figure 9: Front porch**

RESOLUTION NO. _____

A RESOLUTION OF THE ST. PETERSBURG CITY COUNCIL APPROVING THE AD VALOREM TAX EXEMPTION FOR THE PENINSULAR FRUIT COMPANY BUILDING, LOCATED AT 10000 GANDY BOULEVARD NORTH, A LOCAL HISTORIC LANDMARK LISTED IN THE ST. PETERSBURG REGISTER OF HISTORIC PLACES; RECOMMENDING THAT THE PINELLAS COUNTY BOARD OF COMMISSIONERS APPROVE AN EXEMPTION TO THE COUNTY AD VALOREM TAX; APPROVING EXECUTION OF A HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 1992, the voters of Florida approved a constitutional amendment allowing ad valorem tax exemptions for up to ten years on improvements to designated historic properties and the City of St. Petersburg adopted this amendment (Section 16.30.070.4 of the City Code) on July 21, 1994, giving its residents financial incentives to preserve the City's historical resources. This incentive was strengthened in January 1996, when Pinellas County adopted this ad valorem tax exemption amendment; and

WHEREAS, the property at 10000 Gandy Boulevard North (the Peninsular Fruit Company Building), a local historic landmark listed in the St. Petersburg Register of Historic Places, and described as below (herein, the "Property"), which according to public record is presently owned by GANDY 10K LLC:

BRIDGEVIEW SUB BLK 9, UNPLATTED PART OF BLK 9 LESS RD R/W

WHEREAS, the St. Petersburg City Council on January 20, 2022 approved the designation of the Peninsular Fruit Company Building to the St. Petersburg Register of Historic Places; and

WHEREAS, Planning and Development Services staff approved the Part I ad valorem tax exemption application (AVT 21-90400009) on November 12, 2021; and

WHEREAS, the attached staff report and historic preservation covenant demonstrate that the renovation work on the Property meets all the

criteria for issuing the exemption as described both in Section 16.30.070.4 of the City Code and Section 196.1997 of the Florida Statutes; and

WHEREAS, the Property does not meet the conditions set forth in City Code Section 16.30.070.4(E), *Ad Valorem Tax Exemptions for Historic Properties Open to the Public*; and

WHEREAS, the tax exemption shall be for a period of ten (10) years which is from January 1, 2024, to December 31, 2033.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of St. Petersburg, Florida approves the ad valorem tax exemption for the Property, a local historic landmark listed in the St. Petersburg Register of Historic Places, as consistent with local and state law subject to receipt of a certified copy of the recorded covenant within 120 days of City Council approval or said approval shall be void; approves execution of the historic preservation tax exemption covenant on behalf of the City; and recommends that the Pinellas County Board of County Commissioners approve the exemption to the County ad valorem taxes as well.

This resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 21st day of March 2024.

_____

Deborah Figgs-Sanders, Chair-Councilmember
Presiding Officer of the City Council

ATTEST:_____
Chandrahasa Srinivasa, City Clerk

APPROVED AS TO FORM AND SUBSTANCE:

/s/ Elizabeth Abernethy 03/01/24

PLANNING AND DEVELOPMENT SERVICES DATE

3-7-24

CITY ATTORNEY (DESIGNEE) DATE

**City of St. Petersburg and Pinellas County**
**HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT**

---

This Covenant is made the ____ day of _____, 2024, by **GANDY 10K, LLC**, a Florida Limited Liability Company, (hereinafter referred to as the "Owner"), and in favor of **CITY OF ST. PETERSBURG, FLORIDA** (hereinafter referred to as "City") and **PINELLAS COUNTY, FLORIDA** (hereinafter referred to as "County"), jointly and severally, for the purpose of the restoration, renovation or rehabilitation of a certain property located at 10000 Gandy Boulevard North, St. Petersburg, Florida, (hereinafter, the "Property") which is owned in fee simple by the Owner. The Property is A local historic landmark, known as the Peninsular Fruit Company Building, listed in the St. Petersburg Register of Historic Places. The areas of significance of this Property, as identified in the nomination report for the Property are: ( **x** ) architecture, ( **x** ) history, (  ) archaeology.

The Property is comprised essentially of the improvements to the following described site:

BRIDGEVIEW SUB BLK 9, UNPLATTED PART OF BLK 9 LESS RD R/W

In consideration of the historic preservation property tax exemptions granted by the City and the County resulting from the restoration, renovation, or rehabilitation of the Property by the Owner, the Owner hereby agrees to the following for the period of the tax exemption, which is from January 1, 2024, to December 31, 2033:

1. The Owner agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for designation under the provisions of the local preservation ordinance.

2. The Owner agrees that no visual or structural alterations will be made to the Property without prior written permission of the City of St. Petersburg Urban Planning and Historic Preservation Division (or successor agency thereto) (herein, the "Local Historic Preservation Office"), the address for which is:

**City of St. Petersburg**
**Urban Planning and Historic Preservation Division**
**Planning and Development Services**
**PO Box 2842**
**St. Petersburg, Florida 33731**
**(727) 892-5451**

3. [Only for properties of archaeological significance] The Owner agrees to ensure the protection of the Property site against willful damage or vandalism. Nothing in this Covenant shall prohibit the Owner from developing the Property site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the Property site is obtained pursuant to 2., above.

4. The Owner agrees that appropriate representatives of the City and the County, their agents and designees, shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed.

5. In the event of non-performance or violation of the maintenance and repair provisions of this Covenant by the Owner or by any successor-in-interest during the term of this Covenant, the Local Historic Preservation Office will follow the procedures set forth in City Code Section 16.30.070.4.F.7. If the City Council makes a determination that the exemption shall be revoked, the Local Historic Preservation Office shall provide written notice of the decision to the Pinellas County Property Appraiser and Tax Collector who shall take action pursuant to s. 196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the Property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.

6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owner will inform both the Local Historic Preservation Office and the County in writing of the damage to the Property. Such notification shall include (1) an assessment

of the nature and extent of the damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. In order to maintain the tax exemption, the Owner shall complete the restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the City. Such restoration and reconstruction work shall also be reported to the County.

7. If the Property is destroyed or severely damaged by accidental or natural causes during the Covenant period, such that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost or so damaged that restoration is not feasible, the Owner will inform both the Local Historic Preservation Office and the County in writing of the loss or damage to the Property. Such notification shall include (1) an assessment of the nature and extent of the loss or damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. In accordance with City Code Section 16.30.070.4.F.7, the City Council shall hold a public hearing to determine whether the exemption shall be revoked. The Local Historic Preservation Office will provide written notice of such proceedings to the owner at least ten days before the public hearing. If the City Council determines that the Property is no longer eligible for tax exemption, the Local Historic Preservation Office will notify the Owner and the Pinellas County Property Appraiser in writing so that the tax exemption may be cancelled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the Owner.

8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost

or damaged deliberately or through gross negligence of the Owner, the Local Historic Preservation Office shall notify the Owner in writing. For the purpose of this Covenant, "gross negligence" means the omission of care which even inattentive and thoughtless persons never fail to take of their own property. The Owner shall have 30 days to respond indicating any circumstances which show that the damage was not deliberate or due to gross negligence. If the Owner cannot show such circumstances, the Owner shall develop a plan for restoration of the Property and a schedule for completion of the restoration. In order to maintain the tax exemption, the Owner shall complete the restoration work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office. If the Owner does not complete the restoration work on the agreed upon time schedule, the Local Historic Preservation Office will follow the procedures set forth in City Code Section 16.30.070.4.F.7. If the City Council makes a determination that that the exemption shall be revoked, the Local Historic Preservation Office shall provide written notice of the decision to the County, the Pinellas County Property Appraiser, and the Pinellas County Tax Collector, who shall take action pursuant to s. 196.1997(7), F.S. The Owner shall be required to pay the differences between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.

9. The terms of this Covenant shall be binding on the current Property Owner, transferees, and their heirs, successors, or assigns. This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.

WITNESSES

OWNER

**GANDY 10K, LLC**

By:

_____
Witness Signature

_____
Owner Signature

_____
Printed or typed name of Witness

_____
Printed or typed name of Owner

_____
Date

_____
Date

_____
Witness Signature

_____
Printed or typed name of Witness

_____
Date

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by **MERCEDES DICKINSON**, Registered Agent and Manager of **GANDY 10K, LLC** to me well known to be the person described in, or who produced _____ as identification, and who executed the foregoing Covenant individually and acknowledged before me that she executed the same in her official capacity with Gandy 10K, LLC as Owner of 10000 Gandy Boulevard North for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this _____ day of _____, 2024.

(Notary Stamp)

_____
(Notary Signature)
Commission expires:

WITNESSES

**CITY OF ST. PETERSBURG, FLORIDA**

_____
Witness Signature

By:_____
Robert M. Gerdes, City Administrator

_____
Printed or Typed Name of Witness

ATTEST:

_____
Witness Signature

By:_____
Chandrahasa Srinivasa, City Clerk

_____
Printed or Typed Name of Witness

(Affix Seal)

STATE OF FLORIDA )
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this ____ day of _____, A.D. 2024, by Robert M. Gerdes and Chandrahasa Srinivasa, as City Administrator and City Clerk, respectively, of the City of St. Petersburg, Florida, a Municipal Corporation, existing under the laws of the State of Florida, on behalf of the corporation. They are personally known to me and appeared before me at the time of notarization.

(Notary Stamp)

_____
(Notary Signature)
Commission Expires:

APPROVED AS TO FORM:

_____
City Attorney (Designee)
By: _____

ATTEST:
KENNETH BURKE, CLERK

**PINELLAS COUNTY, FLORIDA,**
by and through its Board of County Commissioners,

By:_____
Deputy Clerk

By:_____
Chairman

APPROVED AS TO FORM:

_____
Office of the County Attorney

**CITY OF ST. PETERSBURG, FLORIDA**

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
URBAN PLANNING AND HISTORIC PRESERVATION DIVISION

# STAFF REPORT

HISTORIC PROPERTY AD VALOREM TAX EXEMPTION APPLICATION
CITY FILE: AVT 21-90400009

| | |
|---|---|
| **Property Address:** | 10000 Gandy Boulevard North |
| **Historic Designation Status:** | Individual Local Historic Landmark, Peninsular Fruit Company Building (HPC 21-90300006) |
| **Date of Construction:** | c. 1924 |
| **Request:** | Approval of Historic Property Ad Valorem Tax Exemption Part II: Request for Review of Completed Work |
| **Recommendation:** | Administration recommends APPROVAL of the Historic Property Ad Valorem Tax Exemption for the building at 10000 Gandy Boulevard North |

## Qualifying Property

As a local historic landmark, which was added to the St. Petersburg Register of Historic Places in 2022, the subject property (recorded in the Florida Master Site File as PI00487) is categorized as a "qualifying property" for the historic rehabilitation ad valorem tax (AVT) exemption for historic properties established by City Code Chapter 16, sub-Section 16.30.070.4. The applicant has met all procedural, technical, and financial requirements set forth in City Code. The applicant was approved for the Part 1 Preconstruction Application of the AVT exemption on November 12, 2021,

prior to beginning the applicable improvements. The Part 2 Request for Review of Completed Work Application was submitted on October 23, 2023.

To be eligible for the AVT exemption, City Code Chapter 16, sub-Section 16.30.070.4 requires expenses of at least ten percent (10%) of the assessed property value to be spent on "qualifying improvements," which generally includes labor, materials, and certain construction administration costs for improving the condition of the historic property that are determined by staff to be sympathetic to the architectural and/or historical integrity of the subject property. Per City Code, qualifying improvements do not include improvements that are not compatible with the historic character of the subject property.

For the purposes of this AVT exemption case, the assessed value of the subject property is based on the Pinellas County Property Appraiser assessed property value for the year 2021, which was $305,000. No estimate was provided to staff for the Part 1 approval, but it was clear from the scope of work provided by the applicant that the qualifying improvements would exceed the ten percent threshold. The building permit issued for the proposed scope of work was valued at $787,538, which was 258 percent of the assessed value, far surpassing the minimum requirement.

**Fiscal Impact of Ad Valorem Tax Exemption**

For the 2021 assessment, the subject property owner received a bill for ad valorem taxes of $6,411.61, representing the approximate pre-improvement tax obligation, plus inflationary increases, that will continue to be due annually during the ten-year AVT exemption period. The actual AVT exemption will apply only to the increase in taxes resulting from the qualifying rehabilitation. This will be based on the resulting increase (or decrease) in market value of the subject property as determined by the Pinellas County Property Appraiser who will re-assesses the rehabilitated property, as well as the qualified improvements, once approved by the City Council of St. Petersburg and the Board of Pinellas County Commissioners.

Since 11.300 mils (6.468 City, 4.832 County) of the total 2023 millage rate are applicable to ad valorem exemptions for historic properties, qualified property owners would save approximately $113.00 for every $10,000.00 of qualifying market value increase, with no set cap on qualifying expenses or qualifying market value increases. The actual tax exemption captured will be based on market value, which is determined based on industry appraisal formulas. The dollar amount of this exemption, therefore, cannot be predetermined by historic preservation staff.

| Property Address/File No. | Pre-construction Assessed Value | Pre-construction Tax Basis | Qualifying Rehab Costs |
|---|---|---|---|
| 10000 Gandy Blvd N | $305,000 | $6,411.61 | $718,515 |

**Qualifying Improvements and Compliance with Secretary of Interior's Standards for Historic Preservation**

According to City Code Chapter 16, sub-Section 16.30.070.4, improvements to historic properties for which ad valorem tax exemption is sought must apply for, and comply with the City's Certificate of Appropriateness requirements and the Design Guidelines for Historic Properties, as

well as, the U.S. Secretary of the Interior's Standards for Rehabilitation. Based upon a review of the overall application, the completed work has been determined by staff to be in compliance with these requirements. The table below provides a general overview of the major completed improvements to the subject property which were determined to be eligible for the exemption. Photographs of noteworthy rehabilitation improvements are referenced in the table and found below.

| **Feature No. (per Part 1 Approval Letter)** | **Eligible Improvement** | **Photo Reference** |
|---|---|---|
| 1 | Restoration of cracked or deteriorated stucco | 1-6, 7-15 |
| 2 | Reconstruction of wood windows and restoration of concrete lintels | All |
| 3 | Restoration of front entryway | 1, 8-11 |
| 4 | Restoration of parapet cap and ornamentation | 1, 5-6, 8-11 |
| 5 | Mechanical upgrades | N/A |

## Appendix A: Pre-Construction Photographs (2021)

**Figure 1: Front façade of subject property**

**Figure 2: West elevation**

**Figure 3: East elevation**

**Figure 4: Rear elevation of building**

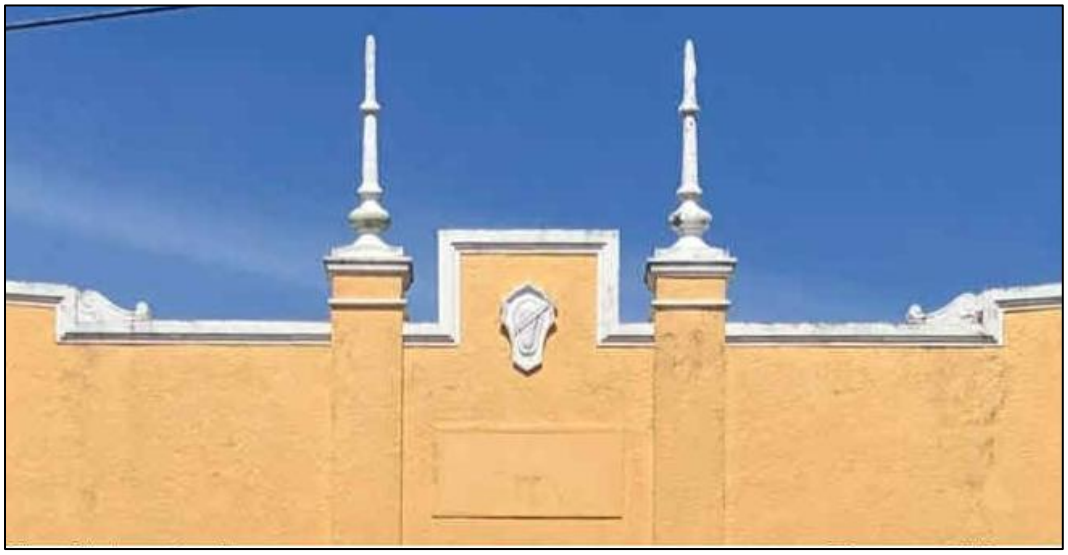


**Figure 5: Detail of pilasters, parapet cap, and other ornamentation**

**Figure 6: Closeup detail of pilaster**

**Figure 7: Deteriorated concrete lintels**

## Appendix B: Post-Construction Photographs (2023)

**Figure 8: Front façade after reconstruction of porch columns, walls, and floors.**

**Figure 9: West side of front façade, after restoration**

**Figure 10: East side of front façade**

**Figure 11: Front entryway restoration**

**Figure 12: Detail of repaired pilasters, ornamentation, and parapet cap**

**Figure 13: West elevation**

**Figure 14: East elevation**

**Figure 15: Detail of window reconstruction and ornamentation restoration**

**Figure 16: Concrete lintel reconstruction**

**Figure 17: Interior photos showing concrete lintel reconstruction**

RESOLUTION NO. _____

A RESOLUTION OF THE ST. PETERSBURG CITY COUNCIL APPROVING THE AD VALOREM TAX EXEMPTION FOR THE PROPERTY LOCATED AT 336 LANG COURT NORTH, A CONTRIBUTING PROPERTY TO THE LANG'S BUNGALOW COURT HISTORIC DISTRICT LISTED IN THE ST. PETERSBURG REGISTER OF HISTORIC PLACES; RECOMMENDING THAT THE PINELLAS COUNTY BOARD OF COMMISSIONERS APPROVE AN EXEMPTION TO THE COUNTY AD VALOREM TAX; APPROVING EXECUTION OF A HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 1992, the voters of Florida approved a constitutional amendment allowing ad valorem tax exemptions for up to ten years on improvements to designated historic properties and the City of St. Petersburg adopted this amendment (Section 16.30.070.4 of the City Code) on July 21, 1994, giving its residents financial incentives to preserve the City's historical resources. This incentive was strengthened in January 1996, when Pinellas County adopted this ad valorem tax exemption amendment; and

WHEREAS, the property at 336 Lang Court North, a contributing property to the Lang's Bungalow Court Historic District listed in the St. Petersburg Register of Historic Places, and described as below (herein, the "Property"), which according to public record is presently owned by Robert Jeffrey Castellucci and Rosana Lastra Castellucci:

LANG'S BUNGALOW COURT LOT 3

WHEREAS, the City Council, on July 10, 2014, approved the designation of the Lang's Bungalow Court Historic District (HPC 14-90300002) listed in the St. Petersburg Register of Historic Places; and

WHEREAS, Planning and Development Services staff approved the Part I ad valorem tax exemption application (AVT 22-90400005) on June 22, 2022; and

WHEREAS, the attached staff report and historic preservation covenant demonstrate that the renovation work on the Property meets all the

criteria for issuing the exemption as described both in Section 16.30.070.4 of the City Code and Section 196.1997 of the Florida Statutes; and

WHEREAS, the Property does not meet the conditions set forth in City Code Section 16.30.070.4(E), *Ad Valorem Tax Exemptions for Historic Properties Open to the Public*; and

WHEREAS, the tax exemption shall be for a period of ten (10) years which is from January 1, 2024, to December 31, 2033.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of St. Petersburg, Florida approves the ad valorem tax exemption for the Property, a contributing property to the Lang's Bungalow Court Historic District listed in the St. Petersburg Register of Historic Places, as consistent with local and state law subject to receipt of a certified copy of the recorded covenant within 120 days of City Council approval or said approval shall be void; approves execution of the historic preservation tax exemption covenant on behalf of the City; and recommends that the Pinellas County Board of County Commissioners approve the exemption to the County ad valorem taxes as well.

This resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 21st day of March 2024.

_____
Deborah Figgs-Sanders, Chair-Councilmember
Presiding Officer of the City Council

ATTEST:_____
Chandrahasa Srinivasa, City Clerk

APPROVED AS TO FORM AND SUBSTANCE:

/s/ Elizabeth Abernethy 03/01/24

PLANNING AND DEVELOPMENT SERVICES DATE

3-7-24

CITY ATTORNEY (DESIGNEE) DATE

**City of St. Petersburg and Pinellas County**
**HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT**

---

This Covenant is made the ____ day of _____, 2024, by **ROBERT JEFFREY CASTELLUCCI AND ROSANA LASTRA CASTELLUCCI**, (hereinafter referred to as the "Owner"), and in favor of **CITY OF ST. PETERSBURG, FLORIDA** (hereinafter referred to as "City") and **PINELLAS COUNTY, FLORIDA** (hereinafter referred to as "County"), jointly and severally, for the purpose of the restoration, renovation or rehabilitation of a certain property located at 336 Lang Court North, St. Petersburg, Florida, (hereinafter, the "Property") which is owned in fee simple by the Owner. The Property is a contributing property to the Lang's Bungalow Court Historic District listed in the St. Petersburg Register of Historic Places. The areas of significance of this Property, as identified in the nomination report for the Property are: ( **x** ) architecture, ( **x** ) history, ( ) archaeology.

The Property is comprised essentially of the improvements to the following described site:

LANG'S BUNGALOW COURT LOT 3

In consideration of the historic preservation property tax exemptions granted by the City and the County resulting from the restoration, renovation, or rehabilitation of the Property by the Owner, the Owner hereby agrees to the following for the period of the tax exemption, which is from January 1, 2024, to December 31, 2033:

1. The Owner agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for designation under the provisions of the local preservation ordinance.

2. The Owner agrees that no visual or structural alterations will be made to the Property without prior written permission of the City of St. Petersburg Urban Planning and Historic Preservation Division (or successor agency thereto) (herein, the "Local Historic Preservation Office"), the address for which is:

**City of St. Petersburg**
**Urban Planning and Historic Preservation Division**
**Planning and Development Services**
**PO Box 2842**
**St. Petersburg, Florida 33731**
**(727) 892-5451**

3. [Only for properties of archaeological significance] The Owner agrees to ensure the protection of the Property site against willful damage or vandalism. Nothing in this Covenant shall prohibit the Owner from developing the Property site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the Property site is obtained pursuant to 2., above.

4. The Owner agrees that appropriate representatives of the City and the County, their agents and designees, shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed.

5. In the event of non-performance or violation of the maintenance and repair provisions of this Covenant by the Owner or by any successor-in-interest during the term of this Covenant, the Local Historic Preservation Office will follow the procedures set forth in City Code Section 16.30.070.4.F.7. If the City Council makes a determination that the exemption shall be revoked, the Local Historic Preservation Office shall provide written notice of the decision to the Pinellas County Property Appraiser and Tax Collector who shall take action pursuant to s. 196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the Property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.

6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owner will inform both the Local Historic Preservation Office and the County

in writing of the damage to the Property. Such notification shall include (1) an assessment of the nature and extent of the damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. In order to maintain the tax exemption, the Owner shall complete the restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the City. Such restoration and reconstruction work shall also be reported to the County.

7. If the Property is destroyed or severely damaged by accidental or natural causes during the Covenant period, such that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for designation under the terms of the local preservation ordinance have been lost or so damaged that restoration is not feasible, the Owner will inform both the Local Historic Preservation Office and the County in writing of the loss or damage to the Property. Such notification shall include (1) an assessment of the nature and extent of the loss or damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of completion of the restoration, renovation, or rehabilitation project for which the Property became eligible for the tax exemption. In accordance with City Code Section 16.30.070.4.F.7, the City Council shall hold a public hearing to determine whether the exemption shall be revoked. The Local Historic Preservation Office will provide written notice of such proceedings to the owner at least ten days before the public hearing. If the City Council determines that the Property is no longer eligible for tax exemption, the Local Historic Preservation Office will notify the Owner and the Pinellas County Property Appraiser in writing so that the tax exemption may be cancelled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the Owner.

8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property

eligible for designation under the terms of the local preservation ordinance have been lost or damaged deliberately or through gross negligence of the Owner, the Local Historic Preservation Office shall notify the Owner in writing. For the purpose of this Covenant, "gross negligence" means the omission of care which even inattentive and thoughtless persons never fail to take of their own property. The Owner shall have 30 days to respond indicating any circumstances which show that the damage was not deliberate or due to gross negligence. If the Owner cannot show such circumstances, the Owner shall develop a plan for restoration of the Property and a schedule for completion of the restoration. In order to maintain the tax exemption, the Owner shall complete the restoration work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office. If the Owner does not complete the restoration work on the agreed upon time schedule, the Local Historic Preservation Office will follow the procedures set forth in City Code Section 16.30.070.4.F.7. If the City Council makes a determination that that the exemption shall be revoked, the Local Historic Preservation Office shall provide written notice of the decision to the County, the Pinellas County Property Appraiser, and the Pinellas County Tax Collector, who shall take action pursuant to s. 196.1997(7), F.S. The Owner shall be required to pay the differences between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.

9. The terms of this Covenant shall be binding on the current Property Owner, transferees, and their heirs, successors, or assigns. This Covenant shall be enforceable in specific performance by a court of competent jurisdiction.

WITNESSES

OWNER

**ROBERT JEFFREY CASTELLUCCI**

By:

_____
Witness Signature

_____
Owner Signature

_____
Printed or typed name of Witness

_____
Printed or typed name of Owner

_____
Date

_____
Date

_____
Witness Signature

_____
Printed or typed name of Witness

_____
Date

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by **ROBERT JEFFREY CASTELLUCCI**, to me well known to be the person described in, or who produced _____ as identification, and who executed the foregoing Covenant individually and acknowledged before me that he executed the same in his capacity as Owner of 336 Lang Court North for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this _____ day of _____, 2024.

(Notary Stamp)

_____
(Notary Signature)
Commission expires:

WITNESSES

OWNER

**ROSANA LASTRA CASTELLUCCI**
By:

_____
Witness Signature

_____
Owner Signature

_____
Printed or typed name of Witness

_____
Printed or typed name of Owner

_____
Date

_____
Date

_____
Witness Signature

_____
Printed or typed name of Witness

_____
Date

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by **ROSANA LASTRA CASTELLUCCI**, to me well known to be the person described in, or who produced _____ as identification, and who executed the foregoing Covenant individually and acknowledged before me that she executed the same in her capacity as Owner of 336 Lang Court North for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this _____ day of _____, 2024.

(Notary Stamp)

_____
(Notary Signature)
Commission expires:

WITNESSES

**CITY OF ST. PETERSBURG, FLORIDA**

_____
Witness Signature

By:_____
Robert M. Gerdes, City Administrator

_____
Printed or Typed Name of Witness

ATTEST:

_____
Witness Signature

By:_____
Chandrahasa Srinivasa, City Clerk

_____
Printed or Typed Name of Witness

(Affix Seal)

STATE OF FLORIDA )
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this ____ day of _____, A.D. 2024, by Robert M. Gerdes and Chandrahasa Srinivasa, as City Administrator and City Clerk, respectively, of the City of St. Petersburg, Florida, a Municipal Corporation, existing under the laws of the State of Florida, on behalf of the corporation. They are personally known to me and appeared before me at the time of notarization.

(Notary Stamp)

_____
(Notary Signature)
Commission Expires:

APPROVED AS TO FORM:

_____
City Attorney (Designee)
By: _____

ATTEST:
KENNETH BURKE, CLERK

**PINELLAS COUNTY, FLORIDA,**
by and through its Board of County Commissioners,

By:_____
Deputy Clerk

By:_____
Chairman

APPROVED AS TO FORM:

_____
Office of the County Attorney

**CITY OF ST. PETERSBURG, FLORIDA**

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
URBAN PLANNING AND HISTORIC PRESERVATION DIVISION

**STAFF REPORT**
HISTORIC PROPERTY AD VALOREM TAX EXEMPTION APPLICATION
CITY FILE: AVT 22-90400005

| | |
|---|---|
| **Property Address:** | 336 Lang Court North |
| **Historic Designation Status:** | Contributing property to the Lang's Bungalow Court Historic District (HPC 14-90300002) |
| **Date of Construction:** | c. 1912 |
| **Request:** | Approval of Historic Property Ad Valorem Tax Exemption Part II: Request for Review of Completed Work |
| **Recommendation:** | Administration recommends APPROVAL of the Historic Property Ad Valorem Tax Exemption for the garage building at 336 Lang Court North |

**Qualifying Property**

As a contributing property to the Round Lake Historic District, which was added to the National Register of Historic Places in 2003, the subject property (recorded in the Florida Master Site File as 8PI05017), is categorized as a "qualifying property" for the historic rehabilitation ad valorem tax (AVT) exemption for historic properties established by City Code Chapter 16, sub-Section

16.30.070.4. The applicant has met all procedural, technical, and financial requirements set forth in City Code. The applicant was approved for the Part 1 Preconstruction Application of the AVT exemption on June 22, 2022, prior to beginning the applicable improvements. The Part 2 Request for Review of Completed Work Application was submitted on February 22, 2023.

To be eligible for the AVT exemption, City Code Chapter 16, sub-Section 16.30.070.4 requires expenses of at least ten percent (10%) of the assessed property value to be spent on "qualifying improvements," which generally includes labor, materials, and certain construction administration costs for improving the condition of the historic property that are determined by staff to be sympathetic to the architectural and/or historical integrity of the subject property. Per City Code, qualifying improvements do not include improvements that are not compatible with the historic character of the subject property.

For the purposes of this AVT exemption case, the assessed value of the subject property is based on the Pinellas County Property Appraiser assessed property value for the year 2021, which was $307,782. The applicant estimated an expected total of $57,200 in qualified improvement expenses for the rehabilitation of the building, which was 19 percent of the assessed value, surpassing the minimum requirement.

**Fiscal Impact of Ad Valorem Tax Exemption**

For the 2021 assessment, the subject property owner received a bill for ad valorem taxes of $5,354.03, representing the approximate pre-improvement tax obligation, plus inflationary increases, that will continue to be due annually during the ten-year AVT exemption period. The actual AVT exemption will apply only to the increase in taxes resulting from the qualifying rehabilitation. This will be based on the resulting increase (or decrease) in market value of the subject property as determined by the Pinellas County Property Appraiser who will re-assesses the rehabilitated property, as well as the qualified improvements, once approved by the City Council of St. Petersburg and the Board of Pinellas County Commissioners.

Since 11.300 mils (6.468 City, 4.832 County) of the total 2023 millage rate are applicable to ad valorem exemptions for historic properties, qualified property owners would save approximately $113.00 for every $10,000.00 of qualifying market value increase, with no set cap on qualifying expenses or qualifying market value increases. The actual tax exemption captured will be based on market value, which is determined based on industry appraisal formulas. The dollar amount of this exemption, therefore, cannot be predetermined by historic preservation staff.

| Property Address/File No. | Pre-construction Assessed Value | Pre-construction Tax Basis | Qualifying Rehab Costs |
|---|---|---|---|
| 336 Lang Ct N | $307,782 | $5,354.03 | $34,061 |

**Qualifying Improvements and Compliance with Secretary of Interior's Standards for Historic Preservation**

According to City Code Chapter 16, sub-Section 16.30.070.4, improvements to historic properties for which ad valorem tax exemption is sought must apply for, and comply with the City's

Certificate of Appropriateness requirements and the Design Guidelines for Historic Properties, as well as, the U.S. Secretary of the Interior's Standards for Rehabilitation. Based upon a review of the overall application, the completed work has been determined by staff to be in compliance with these requirements. The table below provides a general overview of the major completed improvements to the subject property which were determined to be eligible for the exemption. Photographs of noteworthy rehabilitation improvements are referenced in the table and found below.

| Feature No. (per Part 1 Approval Letter) | Eligible Improvement | Photo Reference |
|---|---|---|
| 1 | Installation of foundation with concrete flooring in garage | 3, 10-11 |
| 2 | Repair rusticated block walls, install drywall on interior. | 1-2, 7-14 |
| 3 | Relevel garage doors. One door to become fixed, and other to become pedestrian entrance. | 1-2, 8-9 |
| 4 | Add bracing to roof trusses | N/A |
| 5 | Install electrical in converted building | N/A |
| 6 | Install plumbing for bathroom and kitchen | N/A |
| 7 | Repair rotted wood on back wall | 6, 14 |

## Appendix A: Pre-Construction Photographs (2021)

**Figure 1: Garage building, which was converted into an accessory living space**

**Figure 2: Historic carriage garage doors**

**Figure 3: Hex-block flooring**

**Figure 4: Evidence of plumbing in the building**

**Figure 5: Roof details**

**Figure 6: Rear wall with rotted wood**

**Figure 7: Side wall of garage building**

## Appendix B: Post-Construction Photographs (2023)

**Figure 8: Front façade after conversion**

**Figure 9: Garage with restored carriage door open**

**Figure 10: Interior living space**

**Figure 11: Bathroom**

**Figure 12: Side of garage building**

**Figure 13: Side of garage building**

**Figure 14: Rear of garage with wall repair**

# 2024 AD VALOREM TAX EXEMPTION FOR HISTORIC PROPERTIES SUMMARY TABLE

| Property Name/ District | Case Number | Year | Address | Approx. Square Footage | Percentage of Ownership | Pre-Construction Assessed Value | Pre-Construction Tax Basis | Qualifying Construction Costs | % of Assessed Value | Actual Historic Exemption | Annual Tax Savings |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **2024 Proposed AVT Exemptions** | | | | | | | | | | | |
| Round Lake NRHD | AVT 21-90400002 | 2024 | 458 Joyce Terrace N | 2,148 | 100% | $158,221 | $3,998.29 | $416,631 | 263.32% | N/A | N/A |
| Southeast Kenwood LHD | AVT 21-90400008 | 2024 | 2135 3rd Ave N | 2,569 | 100% | $313,771 | $5,474.90 | $46,423 | 14.80% | N/A | N/A |
| Peninsular Fruit Company Building | AVT 21-90400009 | 2024 | 10000 Gandy Blvd N | 7,998 | 100% | $305,000 | $6,411.61 | $718,515 | 235.58% | N/A | N/A |
| Lang's Court LHD | AVT 22-90400005 | 2024 | 336 Lang Ct N | 1,989 | 100% | $307,782 | $5,354.03 | $34,061 | 11.07% | N/A | N/A |
| | | | | | | | | | | | |
| **Active AVT Exemptions (2016-2023) With No Cap** | | | | | | | | | | | |
| Kenwood NRHD | AVT 21-90400003 | 2023 | 2500 Burlington Ave N | 1,824 | 100% | $197,174 | $4,437.78 | $80,356 | 40.75% | $75,298 | $856 |
| Downtown St. Petersburg NRHD | AVT 21-90400006 | 2023 | 436 2nd St N | 2,638 | 100% | $369,050 | $8,388.97 | $179,699 | 48.69% | $33,510 | $381 |
| Rawls House | AVT 22-90400004 | 2023 | 734 Grove St N | 2,720 | 100% | $223,609 | $3,655.36 | $66,500 | 29.74% | $58,794 | $668 |
| Grace Lutheran Church | AVT 19-90400001 | 2022 | 801 28th Ave N | 4,327 | 100% | $377,766 | $8,143.49 | $477,553 | 126.42% | N/A | N/A |
| North Shore NRHD | AVT 20-90400001 | 2022 | 320 6th Ave N | 3,002 | 100% | $358,541 | $7,729.07 | $171,350 | 47.79% | $22,167 | $252 |
| Jones-Laughner Residence | AVT 16-90400004 | 2021 | 556 Beach Dr NE | 4,167 | 100% | $454,509 | $6,309 | $387,840 | 85.33% | $269,566 | $3,270 |
| North Shore NRHD | AVT 17-90400004 | 2021 | 406 14th Ave NE | 4,205 | 100% | $564,693 | $11,510 | $309,913 | 54.88% | $101,771 | $1,234 |
| Frank Broadfield House | AVT 18-90400001 | 2021 | 956 39th Ave N | 5,165 | 100% | $327,175 | $6,370 | $81,525 | 24.92% | $112,849 | $1,369 |
| Smalley-Green Auto Building | AVT 20-90400002 | 2021 | 1180 Central Ave | 4,000 | 100% | $440,000 | $10,966 | $530,392 | 120.54% | $297,232 | $3,605 |
| North Shore NRHD | AVT 20-90400007 | 2021 | 336 9th Ave NE | 4,067 | 100% | $497,852 | $9,819 | $59,844 | 12.02% | $87,256 | $1,058 |
| Granada Terrace LHD | AVT 18-90400006 | 2020* | 2326 Andalusia Way NE | 3,404 | 100% | $519,484 | $10,363 | $185,093 | 35.63% | $295,794 | $3,588 |
| Roser Park LHD | AVT 18-90400004 | 2019 | 823 10th Ave S | 1,596 | 100% | $126,827 | $2,834 | $195,711 | 154.31% | $76,333 | $926 |
| Mediterranean Row | AVT 17-90400001 | 2018 | 136 19th Ave NE | 1,649 | 100% | $232,709 | $4,198 | $39,337 | 16.90% | $23,843 | $289 |

**Qualifying improvement exceeded caps subject to LDRs Section 16.30.070 (before 2015).
***This property is owned by a Non-Profit entity.

# 2024 AD VALOREM TAX EXEMPTION FOR HISTORIC PROPERTIES SUMMARY TABLE

| Property Name/ District | Case Number | Year | Address | Approx. Square Footage | Percentage of Ownership | Pre-Construction Assessed Value | Pre-Construction Tax Basis | Qualifying Construction Costs | % of Assessed Value | Actual Historic Exemption | Annual Tax Savings |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Round Lake NRHD | AVT 17-90400003 | 2018 | 449 11th Ave N | 3,402 | 100% | $141,363 | $3,667 | $113,613 | 80.37% | $129,137 | $1,566 |
| Kenwood NRHD | AVT 16-90400001 | 2017 | 2601 3rd Ave N | 1,574 | 100% | $100,457 | $1,922 | $18,511 | 18.43% | $9,223 | $112 |
| North Shore NRHD | AVT 14-90400013 | 2017 | 436 12th Ave NE | 2,752 | 100% | $279,411 | $5,422 | $152,405 | 54.55% | $135,091 | $1,636 |
| Sargent House | AVT 15-90400002 | 2017 | 806 18th Ave NE | 3,016 | 100% | $397,892 | $9,816 | $79,065 | 19.87% | $32,670 | $396 |
| Ridgely House | AVT 13-90400002 | 2017 | 600 Beach Dr NE | 5,376 | 100% | $239,955 | $4,541 | $239,310 | 100% | $151,044 | $1,829 |
| Monticello Apartments | AVT 14-90400005 | 2017 | 750 3rd St N | 6,228 | 100% | $344,435 | $3,659 | $203,000 | 58.94% | $111,022 | $1,345 |
| North Shore NRHD | AVT 13-90400001 | 2016 | 836 16th Ave NE | 5,490 | 100% | $639,633 | $16,036 | $925,142 | 144.64% | $193,205 | $2,339 |
| Sunset Hotel | AVT 14-90400008 | 2016 | 7401 Central Ave | 39,500 | 100% | $1,069,400 | $23,484 | $447,980 | 41.89% | $294,054 | $3,560 |
| North Shore NRHD | AVT 14-90400007 | 2016 | 936 17th Ave NE | 2,886 | 100% | $348,784 | $6,768 | $255,013 | 73.11% | $95,166 | $1,152 |
| Thomas Whitted House | AVT 15-90400001 | 2016 | 656 1st St N | 3,486 | 100% | $218,835 | $3,880 | $33,085 | 15% | $3,626 | $44 |
| Henry Bryan House | AVT 14-90400009 | 2016 | 1224 MLK Jr St S | 1,912 | 100% | $9,719 | $213 | $180,523 | 1857.42% | $70,307 | $851 |
| **Totals** | | | | | | | | | | **$2,678,958** | **$32,326** |
| **Active AVT Exemptions (2014-2015) With $100,000 Residential Cap and $1,000,000 Commercial Cap** | | | | | | | | | | | |
| Cade Allen Residence | AVT 14-90400001** | 2015 | 3601 Foster Hill Dr N | | | $282,365 | $6,525 | $173,220 | 61.35% | $100,000 | $1,211 |
| Washington-Harden Grocery Building | AVT 13-90400002 | 2015 | 903 22nd St S | 2,000 | | $52,000 | $1,202 | $211,311 | 406.37% | $37,976 | $460 |
| Moure Building | AVT 13-90400002 | 2015 | 909 22nd St S | | | $36,500 | $844 | $183,402 | 502.47% | $31,358 | $380 |
| **Totals** | | | | | | | | | | **$169,334** | **$2,051** |
| **Completed AVT Exemptions (1998-2014)** | | | | | | | | | | | |
| Lantern Lane Apartments | AVT 11-90400007** | 2014 | 340 Beach Dr NE | | | $825,300 | $18,301 | $1,021,266 | 123.74% | $1,000,000 | $12,124 |

**Qualifying improvement exceeded caps subject to LDRs Section 16.30.070 (before 2015).
***This property is owned by a Non-Profit entity.

# 2024 AD VALOREM TAX EXEMPTION FOR HISTORIC PROPERTIES SUMMARY TABLE

| Property Name/ District | Case Number | Year | Address | Approx. Square Footage | Percentage of Ownership | Pre-Construction Assessed Value | Pre-Construction Tax Basis | Qualifying Construction Costs | % of Assessed Value | Actual Historic Exemption | Annual Tax Savings |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Kenwood NRHD | AVT 12-90400001** | 2014 | 2741 2nd Ave N | | | $76,235 | $1,690 | $196,574 | 257.85% | $100,000 | $1,212 |
| Robert Lavery House | AVT 10-90400002 | 2014 | 236 17th Ave SE | | | $217,924 | $3,746 | $31,236 | 14.33% | $0 | $0 |
| Mathis Residence | AVT 11-90400006 | 2013 | 7321 3rd Ave N | | | $133,169 | $1,689 | $65,250 | 49.00% | $22,616 | $274 |
| Snell Arcade | AVT 11-90400005 | 2013 | 405 Central Ave Suite 700 | 1,093 | | $100,339 | $1,173 | $163,390 | 162.84% | $86,177 | $1,045 |
| Kenwood NRHD | AVT 11-90400001 | 2012 | 217 25th St N | | | $85,000 | $1,869 | $288,119 | 338.96% | $106,369 | $1,290 |
| North Shore NRHD | AVT 10-90400001 | 2012 | 916 1st St N | | | $243,238 | $5,411 | $464,918 | 191.14% | $290,226 | $3,519 |
| Snell Arcade | AVT 11-90400002 | 2012 | 405 Central Ave Suite 230 | 1,013 | | $75,381 | $1,658 | $76,185 | 101.07% | $35,196 | $427 |
| Snell Arcade | AVT 11-90400003 | 2012 | 405 Central Ave Suite 240 | 968 | | $67,673 | $1,488 | $85,909 | 126.95% | $33,187 | $402 |
| James Henry Residence | COA 08-16** | 2009 | 950 12th St N | | | $202,057 | $3,749 | $194,130 | 96.08% | $100,000 | $1,212 |
| Merhige Residence | COA 08-17 | 2009 | 404 Sunset Dr S | | | $212,522 | $3,960 | $107,144 | 50.42% | $13,456 | $163 |
| North Shore NRHD | COA 07-42 | 2009 | 516 18th Ave NE | | | $254,647 | $4,862 | $88,249 | 34.66% | $66,376 | $805 |
| Snell Arcade | COA07-11 AVT | 2008 | 405 Central Ave Suite 200 | 894 | | $148,300 | $3,140 | $101,026 | 68.12% | $18,500 | $224 |
| Snell Arcade | COA 07-12 AVT | 2008 | 405 Central Ave Suite 210 | 1,745 | | $323,000 | $7,479 | $128,544 | 39.80% | $5,900 | $72 |
| Snell Arcade | COA 07-13 AVT | 2008 | 405 Central Ave Suite 220 | 990 | | $164,200 | $3,802 | $119,409 | 72.72% | $20,500 | $249 |
| Snell Arcade | COA 06-18 AVT | 2008 | 405 Central Ave Suite 250 | 1,683 | | $311,500 | $7,213 | $815,668 | 261.85% | $5,600 | $68 |
| Downtown NRHD | COA 05-07 AVT** | 2008 | DuPont Building 145 8th St N | 2,240 | 15.75% | $78,335 | $1,814 | $224,370 | 286.42% | $100,000 | $1,212 |
| Downtown NRHD | COA 05-07 AVT** | 2008 | DuPont Building 147 8th St N | 1,735 | 12.20% | $60,682 | $1,405 | $173,807 | 286.42% | $100,000 | $1,212 |
| Downtown NRHD | COA 05-07 AVT** | 2008 | DuPont Building 151 8th St N | 2,132 | 14.99% | $74,569 | $1,727 | $213,582 | 286.42% | $100,000 | $1,212 |
| Downtown NRHD | COA 05-07 AVT** | 2008 | DuPont Building 155 8th St N | 5,694 | 40.03% | $199,129 | $4,611 | $570,350 | 286.42% | $100,000 | $1,212 |

**Qualifying improvement exceeded caps subject to LDRs Section 16.30.070 (before 2015).
***This property is owned by a Non-Profit entity.

# 2024 AD VALOREM TAX EXEMPTION FOR HISTORIC PROPERTIES SUMMARY TABLE

| Property Name/ District | Case Number | Year | Address | Approx. Square Footage | Percentage of Ownership | Pre-Construction Assessed Value | Pre-Construction Tax Basis | Qualifying Construction Costs | % of Assessed Value | Actual Historic Exemption | Annual Tax Savings |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Downtown NRHD | COA 05-07 AVT** | 2008 | DuPont Building 786 2nd Ave N | 2,424 | 17.04% | $84,784 | $1,963 | $242,840 | 286.42% | $100,000 | $1,212 |
| Monticello Apartments | COA 05-11 AVT** | 2007 | 750 3rd St N | | | $300,600 | $6,087 | $485,219 | 161.42% | | |
| Pennsylvania Hotel | COA 05-13 AVT** | 2007 | 300 4th St N | | | $963,400 | $23,540 | $4,878,045 | 506.34% | | |
| North Shore NRHD | COA04-04 AVT | 2006 | 136 16th Ave NE | | | $152,700 | $2,893 | $183,519 | 120.18% | | |
| Emerson Apartments | COA 02-26 AVT | 2006 | 305 5th St S | | | $68,100 | $1,664 | $814,766 | 1196.43% | | |
| American Maid Ice Cream Company | COA 03-07 AVT | 2005 | 1601 3rd St S | | | $125,000 | $4,861 | $729,301 | 583.44% | | |
| Downtown NRHD | COA 02-45 AVT | 2005 | 430 5th St N | | | $225,000 | $6,441 | $216,000 | 96.00% | | |
| 156 20th Avenue NE | COA 03-14 AVT | 2005 | 156 20th Ave NE | | | $162,300 | $4,030 | $115,000 | 70.86% | | |
| 306 18th Avenue NE | COA 03-15 AVT | 2005 | 306 18th Ave NE | | | $157,600 | $3,913 | $107,352 | 68.12% | | |
| 335 22nd Avenue NE | COA 03-26 AVT | 2005 | 335 22nd Ave NE | | | $121,200 | $3,152 | $109,350 | 90.22% | | |
| Snell Arcade | COA 03-32 AVT | 2005 | 401 Central Ave Suite 300 | | | $81,700 | $1,378 | $148,485 | 181.74% | | |
| Snell Arcade | COA 03-32 AVT | 2005 | 401 Central Ave Suite 350 | | | $127,400 | $3,096 | $335,935 | 263.69% | | |
| Snell Arcade | COA 03-32 AVT | 2005 | 401 Central Ave Suite 400 | | | $91,000 | $2,226 | $156,432 | 171.90% | | |
| Snell Arcade | COA 03-32 AVT | 2005 | 401 Central Ave Suite 500 | | | $91,000 | $2,226 | $145,912 | 160.34% | | |
| Snell Arcade | COA 03-32 AVT | 2005 | 401 Central Ave Suite 600 | | | $91,200 | $2,231 | $170,320 | 186.75% | | |
| Snell Arcade | COA 03-32 AVT | 2005 | 401 Central Ave*** Suite 100 | | | $557,800 | $13,560 | $568,842 | 101.98% | | |
| 605 13th Avenue NE | COA 02-35 AVT | 2005 | 605 13th Ave NE | | | $78,400 | $2,561 | $71,642 | 91.38% | | |
| 456 18th Avenue NE | COA 04-05 AVT | 2005 | 456 18th Ave NE | | | $282,700 | $7,012 | $212,000 | 74.99% | | |
| 705 16th Avenue NE | COA 02-19 AVT | 2005 | 705 16th Ave NE | | | $671,400 | $10,017 | $136,500 | 20.33% | | |

**Qualifying improvement exceeded caps subject to LDRs Section 16.30.070 (before 2015).
***This property is owned by a Non-Profit entity.

# 2024 AD VALOREM TAX EXEMPTION FOR HISTORIC PROPERTIES SUMMARY TABLE

| Property Name/ District | Case Number | Year | Address | Approx. Square Footage | Percentage of Ownership | Pre-Construction Assessed Value | Pre-Construction Tax Basis | Qualifying Construction Costs | % of Assessed Value | Actual Historic Exemption | Annual Tax Savings |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Wellington Lake House | COA 02-01 AVT | 2004 | 619 65th St S | | | $205,700 | $4,413 | $114,120 | 55.48% | | |
| Nolen Grocery | COA 02-08 AVT | 2004 | 2300 1st Ave N | 440 | | $8,088 | $342 | $50,225 | 620.98% | | |
| Nolen Grocery | COA 02-08 AVT | 2004 | 2302 1st Ave N | 1,910 | | $35,110 | $921 | $150,675 | 429.15% | | |
| Nolen Grocery | COA 02-08 AVT | 2004 | 2304 1st Ave N | 1,350 | | $24,816 | $696 | $100,450 | 404.78% | | |
| Nolen Grocery | COA 02-08 AVT | 2004 | 2306 1st Ave N | 1,350 | | $24,816 | $696 | $100,450 | 404.78% | | |
| Nolen Grocery | COA 02-08 AVT | 2004 | 2308 1st Ave N | 1,750 | | $32,169 | $752 | $130,950 | 407.07% | | |
| Thomas Whitted House | COA 95-09 AVT | 2003 | 656 1st St N | | | | | $40,000 | | | |
| Roser Park LHD | COA 02-07 AVT** | 2003 | 609 11th Ave S | | | | | $500,000 | | | |
| Seaboard Coastline Railroad Station | COA 02-07 AVT | 2003 | 420 22nd St S | | | | | $750,000 | | | |
| Kress Building | COA 98-11 AVT | 2002 | 475 Central Ave | | | | | $775,910 | | | |
| St. Petersburg Savings & Loan | COA 98-17 AVT | 2001 | 556 Central Ave | | | | | $160,000 | | | |
| Women's Town Improvement Assoc. | COA 98-13 AVT | 2001 | 336 1st Ave N | | | | | $168,575 | | | |
| Boyce Guest House | COA 00-02 & 97-01 | 1999 | 635 Bay St NE/ 205 6th Ave NE | | | | | $198,667 | | | |
| Harlan Hotel | COA 97-02 | 1999 | 15 8th St N | | | | | $179,830 | | | |
| Green Richman Arcade | AVT 97-02 COA 95-11 | 1998 | 689 Central Ave | | | | | $250,000 | | | |
| Roser Park LHD | COA 95-08 & 95-15 AVT 95-15 & 97-03 | 1998 | 900 8th St S | | | | | $19,562 | | | |
| Robert West House | COA 95-10 AVT 97-01 | 1998 | 101 6th Ave NE | | | | | $287,996 | | | |
| | | | | | | | | | | | |
| **TOTAL APPROVED 2013-2015** | | | | | | | | | | **$169,334** | **$2,051** |

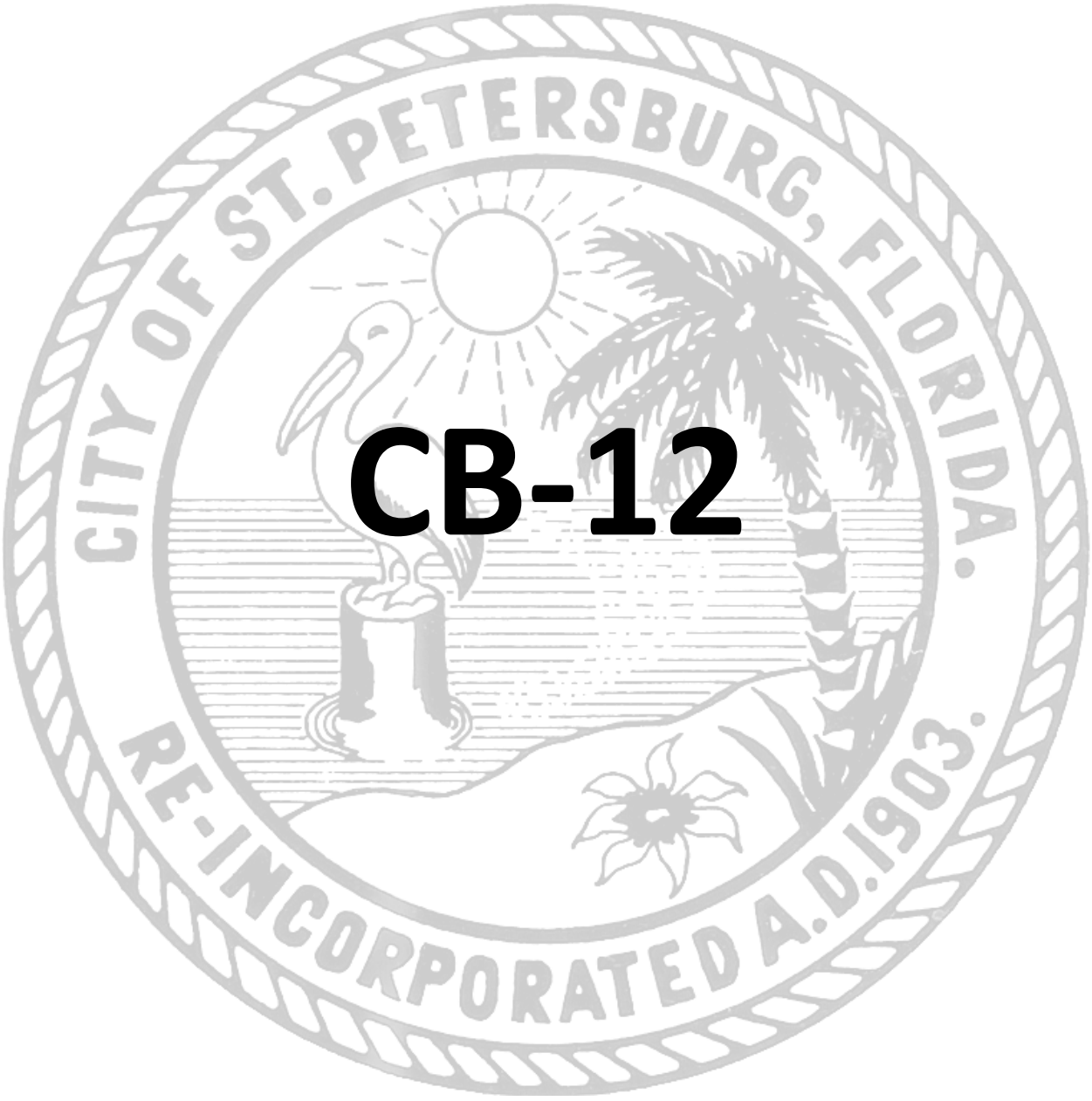
**Qualifying improvement exceeded caps subject to LDRs Section 16.30.070 (before 2015).
***This property is owned by a Non-Profit entity.

# 2024 AD VALOREM TAX EXEMPTION FOR HISTORIC PROPERTIES SUMMARY TABLE

| Property Name/ District | Case Number | Year | Address | Approx. Square Footage | Percentage of Ownership | Pre-Construction Assessed Value | Pre-Construction Tax Basis | Qualifying Construction Costs | % of Assessed Value | Actual Historic Exemption | Annual Tax Savings |
|---|---|---|---|---|---|---|---|---|---|---|---|
| TOTAL APPROVED 2016-2023 | | | | | | | | | | $2,678,958 | $32,326 |
| TOTAL APPROVED | | | | | | | | | | $2,848,292 | $34,377 |

**Qualifying improvement exceeded caps subject to LDRs Section 16.30.070 (before 2015).
***This property is owned by a Non-Profit entity.

The following page(s) contain the backup material for Agenda Item: A resolution authorizing the Mayor, or his designee, to execute a License Agreement with the University of South Florida, a public body corporate, for its College of Arts and Sciences, to utilize certain utility poles within City-owned Bartlett Park, located at approximately 2000  7th Street South, St. Petersburg, and Denver Park, located at approximately 1400 Ohio Avenue Northeast, St. Petersburg, for the attachment of weather and air quality sensor devices, for a term of three (3) years at an aggregate rent of $36.00 for the entire term. Requires affirmative vote of at least six (6) members of City Council.
Please scroll down to view the backup material.




# CB-12

**ST. PETERSBURG CITY COUNCIL**

**Consent Agenda**

**Meeting of March 21, 2024**

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

**SUBJECT:** A resolution authorizing the Mayor, or his designee, to execute a License Agreement with the University of South Florida, a public body corporate, for its College of Arts and Sciences, to utilize certain utility poles within City-owned Bartlett Park, located at approximately 2000 – 7th Street South, St. Petersburg, and Denver Park, located at approximately 1400 Ohio Avenue Northeast, St. Petersburg, for the attachment of weather and air quality sensor devices, for a term of three (3) years at an aggregate rent of $36.00 for the entire term; and to execute all documents necessary to effectuate same; and providing an effective date. ***(Requires affirmative vote of at least six (6) members of City Council.)***

**EXPLANATION:** Real Estate and Property Management received a request from the University of South Florida ("USF"), for its College of Arts and Sciences ("USF-CAS"), to renew its License Agreement ("License") with the City of St. Petersburg ("City") to utilize certain utility poles within City-owned Bartlett Park, located at approximately 2000 – 7th Street South, St. Petersburg (depicted in Exhibit "A"), and Denver Park, located at approximately 1400 Ohio Avenue Northeast, St. Petersburg (depicted in Exhibit "B"), for the attachment of weather and air quality sensor devices ("Sensors") for monitoring by USF-CAS, School of Geosciences, Sponsored Research.

The proposed License, subject to City Council approval, includes a term of three (3) years at an aggregate rent of thirty-six dollars ($36.00) for the entire term. USF shall be responsible for all costs associated with the installation, maintenance and operation of the Sensors. The City shall be responsible for the electric usage costs associated with the Sensors, which is expected to be minimal. The License may be terminated without cause by either party with thirty (30) days written notice prior to the scheduled date of termination and the City is under no obligation to provide a replacement facility under any circumstances.

This transaction complies with City Council Resolution No. 79-740A, dated October 4, 1979, which established policies for the sale and leasing of City-owned park and waterfront property. Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of leases for residentially-zoned Waterfront and Park property for three (3) years or less with approval by an affirmative vote of at least six (6) members of City Council. The subject properties are zoned Neighborhood Suburban Estate (NS-E).

**RECOMMENDATION:** Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a License Agreement with the University of South Florida, a public body corporate, for its College of Arts and Sciences, to utilize certain utility poles within City-owned Bartlett Park, located at approximately 2000 – 7th Street South, St. Petersburg, and Denver Park, located at approximately 1400 Ohio Avenue Northeast, St. Petersburg, for the attachment of weather and air quality sensor devices, for a term of three (3) years at an aggregate rent of $36.00 for the entire term; and to execute all documents necessary to effectuate same; and providing an effective date.

**COST/FUNDING/ASSESSMENT INFORMATION:** N/A

**ATTACHMENTS:** Exhibit "A", Exhibit "B", and Resolution

**APPROVALS:** Administration: _____ AMF

Budget: N/A

**EXHIBIT "A"**
*(Bartlett Park)*

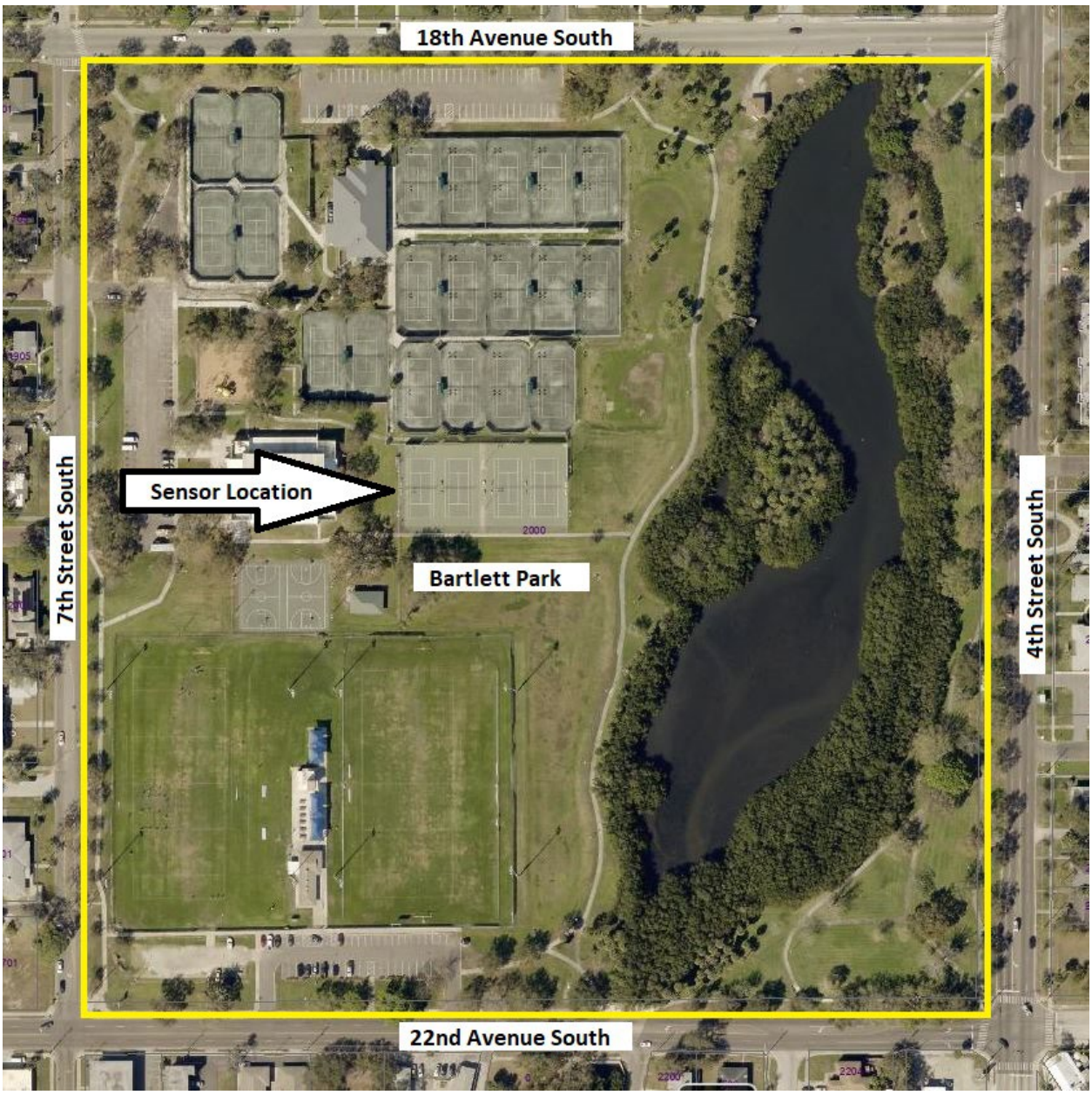


**EXHIBIT "B"**
*(Denver Park)*

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT WITH THE UNIVERSITY OF SOUTH FLORIDA, A PUBLIC BODY CORPORATE, FOR ITS COLLEGE OF ARTS AND SCIENCES, TO UTILIZE CERTAIN UTILITY POLES WITHIN CITY-OWNED BARTLETT PARK, LOCATED AT APPROXIMATELY 2000 – 7TH STREET SOUTH, ST. PETERSBURG, AND DENVER PARK, LOCATED AT APPROXIMATELY 1400 OHIO AVENUE NORTHEAST, ST. PETERSBURG, FOR THE ATTACHMENT OF WEATHER AND AIR QUALITY SENSOR DEVICES, FOR A TERM OF THREE (3) YEARS AT AN AGGREGATE RENT OF $36.00 FOR THE ENTIRE TERM; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the University of South Florida ("USF"), for its College of Arts and Sciences ("USF-CAS"), desires to continue to utilize certain utility poles within City-owned Bartlett Park, located at approximately 2000 – 7th Street South, St. Petersburg, and Denver Park, located at approximately 1400 Ohio Avenue Northeast, St. Petersburg, for the attachment of weather and air quality sensor devices ("Sensors") for monitoring by USF-CAS, School of Geosciences, Sponsored Research; and

WHEREAS, the proposed License Agreement ("License"), subject to City Council approval, includes a term of three (3) years at an aggregate rent of thirty-six dollars ($36.00) for the entire term; and

WHEREAS, USF shall be responsible for all costs associated with the installation, maintenance and operation of the Sensors; and

WHEREAS, the City shall be responsible for the electric usage costs associated with the Sensors, which is expected to be minimal; and

WHEREAS, the License may be terminated without cause by either party with thirty (30) days written notice prior to the scheduled date of termination and the City is under no obligation to provide a replacement facility under any circumstances; and

WHEREAS, this transaction complies with City Council Resolution No. 79-740A, dated October 4, 1979, which established policies for the sale and leasing of City-owned park and waterfront property; and

WHEREAS, Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of leases for residentially-zoned Waterfront and Park property for three (3) years or less with approval by an affirmative vote of at least six (6) members of City Council; and

WHEREAS, the subject properties are zoned Neighborhood Suburban Estate (NS-E).

NOW THEREFORE, BE IT RESOLVED that the Mayor, or his designee, is authorized to execute a License Agreement with the University of South Florida, a public body corporate, for its College of Arts and Sciences, to utilize certain utility poles within City-owned Bartlett Park located at approximately 2000 – 7th Street South, St. Petersburg, and Denver Park located at approximately 1400 Ohio Avenue Northeast, St. Petersburg, for the attachment of weather and air quality sensor devices, for a term of three (3) years at an aggregate rent of $36.00 for the entire term; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

Legal:

City Attorney (Designee)
00727918

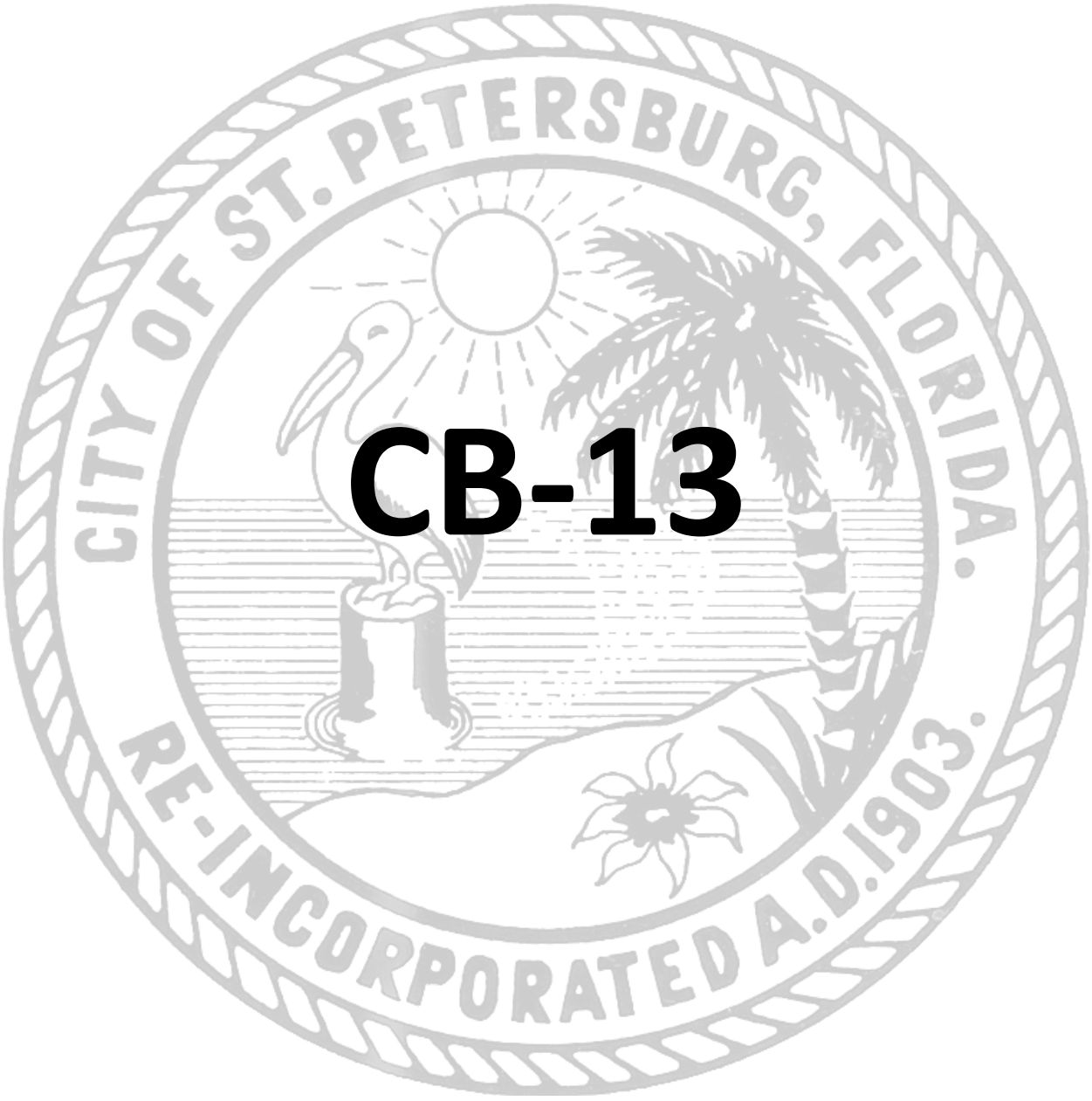
Community Enrichment Administration:

Michael J. Jefferis, Administrator

Real Estate and Property Management:

Aaron Fisch, Director

The following page(s) contain the backup material for Agenda Item: A resolution authorizing the Mayor, or his designee, to execute a First Amendment to the Lease and Development Agreement with The Board of Trustees of St. Petersburg College, a political subdivision of the State of Florida, to redefine the premises located at 1300  22nd Street South, St. Petersburg.
Please scroll down to view the backup material.




# CB-13

**ST. PETERSBURG CITY COUNCIL**

**Consent Agenda**

**Meeting of March 21, 2024**

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

**SUBJECT:** A resolution authorizing the Mayor, or his designee, to execute a First Amendment to the Lease and Development Agreement with The Board of Trustees of St. Petersburg College, a political subdivision of the State of Florida, to redefine the premises located at 1300 – 22nd Street South, St. Petersburg; and to execute all documents necessary to effectuate same; and providing an effective date.

**EXPLANATION:** The City of St. Petersburg ("City") and The Board of Trustees of St. Petersburg College ("Tenant") (collectively "Parties") entered into a Lease & Development Agreement ("Lease") on May 2, 2012, for a term of fifty (50) years ("Term"), in order for the Tenant to construct the Midtown campus of St. Petersburg College, located at 1300 - 22nd Street South, St. Petersburg ("Premises"). The Parties executed a Lease Commencement Memorandum ("Memorandum"), effective October 7, 2013, agreeing that the commencement of the Term of the Lease occurred on October 1, 2013.

In November, 2023, Real Estate and Property Management received a request from Pinellas County to install and maintain an air quality monitoring station ("Equipment"), for its Air Quality Division, within a portion of the Premises. The City and Pinellas County have negotiated a license agreement for the use of a portion of the Premises. The Parties desire to amend the Lease to redefine the Premises in order for Pinellas County to install the Equipment.

Exhibit "A" of the Lease, Premises, is to be deleted in its entirety and replaced with the attached Exhibit "A". All of the provisions of the Lease not specifically amended herein shall remain in full force and effect.

**RECOMMENDATION:** Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a First Amendment to the Lease and Development Agreement with The Board of Trustees of St. Petersburg College, a political subdivision of the State of Florida, to redefine the premises located at 1300 – 22nd Street South, St. Petersburg; and to execute all documents necessary to effectuate same; and providing an effective date.

**COST/FUNDING/ASSESSMENT INFORMATION:** N/A

**ATTACHMENTS:** Illustrations and Resolution

**APPROVALS:** Administration: _____ AMF

Budget: N/A

**EXHIBIT "A"**
**PREMISES**

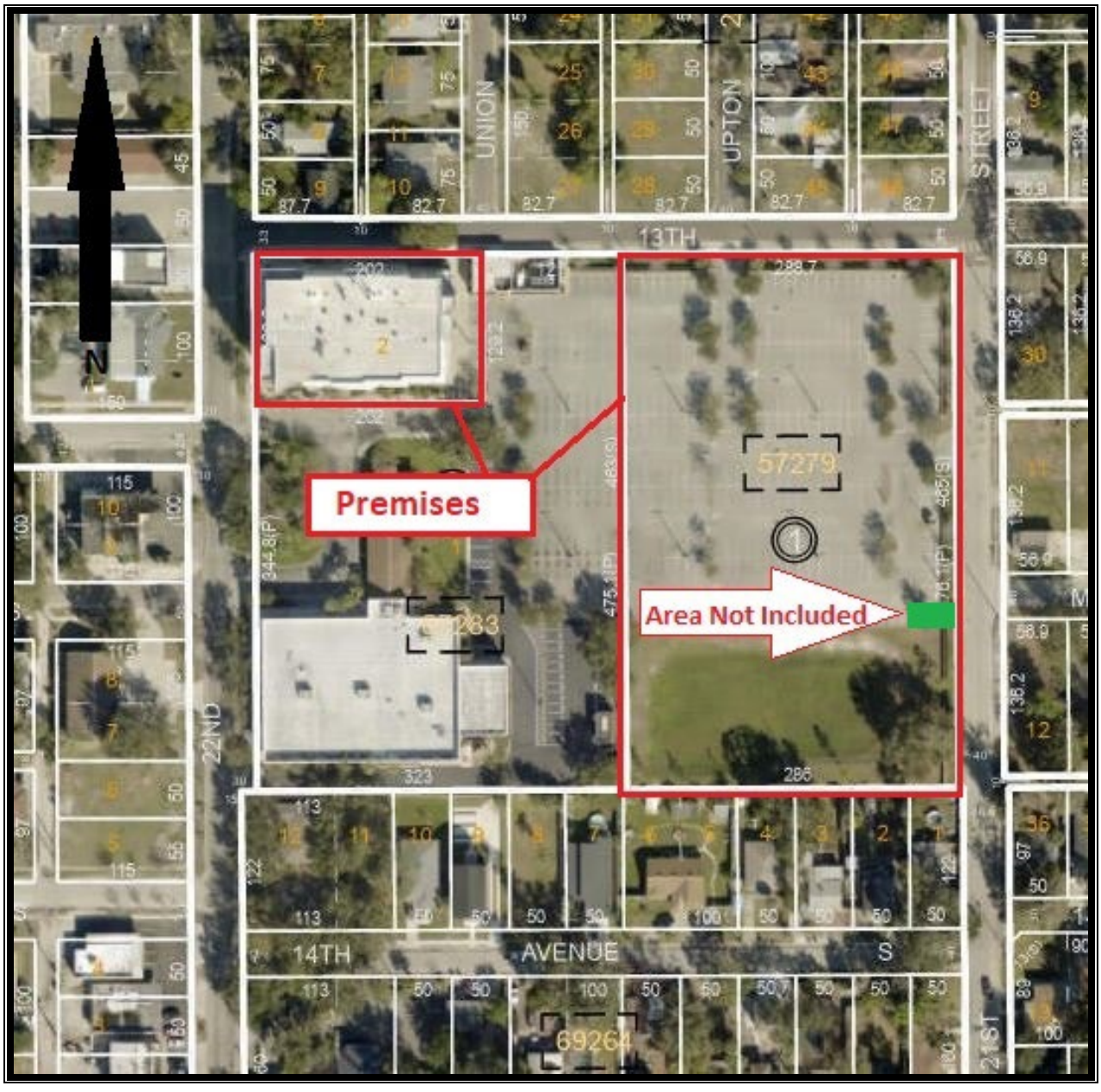


**EXHIBIT "A", page 2**
**PREMISES – Area Not Included**

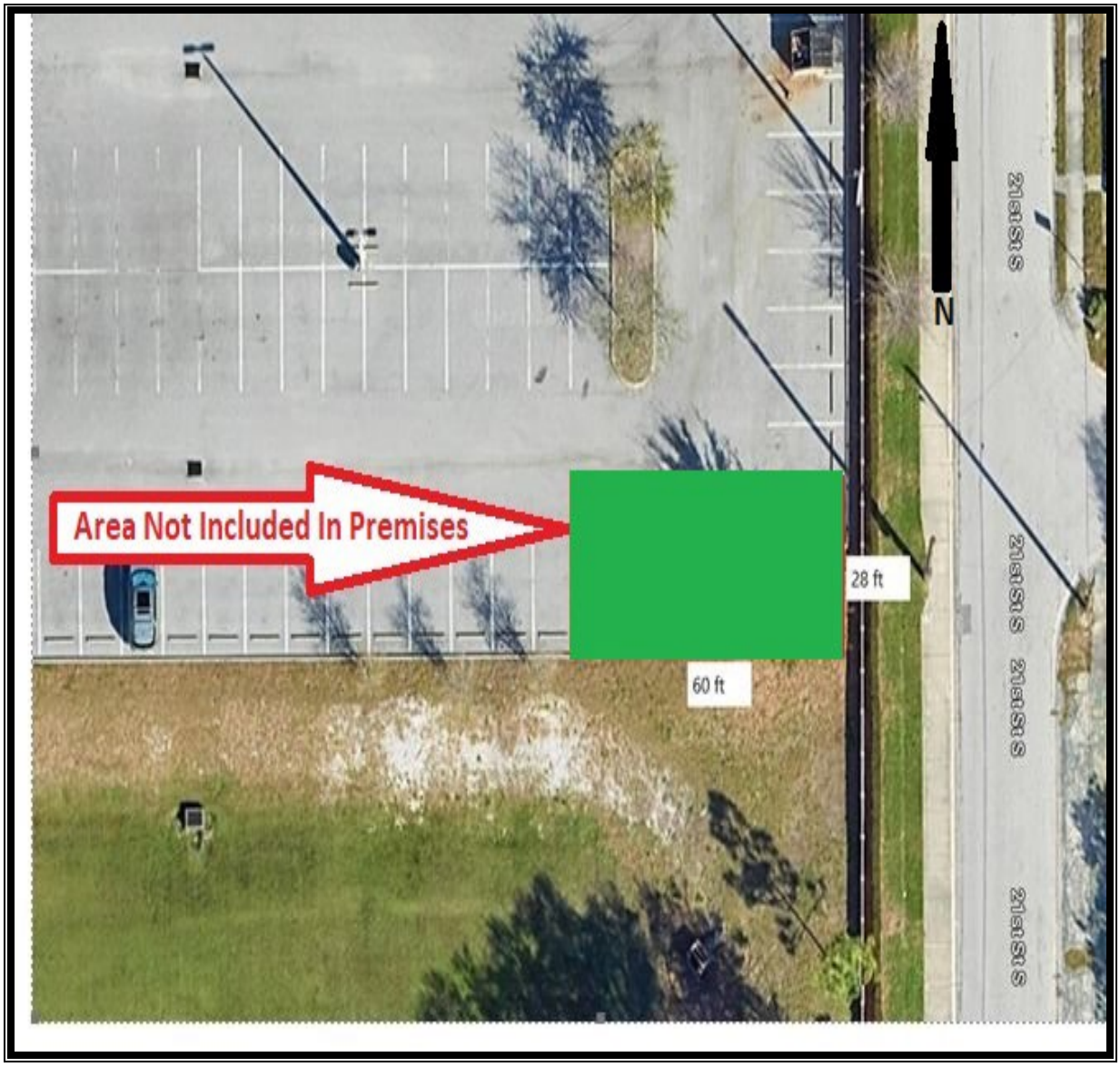


**EXHIBIT "A", page 3**
**PREMISES – LEGAL DESCRIPTION**

Legally Described as:

Lot 1, Block 1, MERCY HOSPITAL PARTIAL REPLAT AND FIRST ADDITION, according to the plat thereof recorded at Plat Book 135, Pages 54-55, in the Public Records of Pinellas County, Florida;

AND

Lot 2, Block 1, MERCY HOSPITAL SUBDIVISION, according to the plat thereof recorded at Plat Book 128, Page 98, in the Public Records of Pinellas County, Florida;

**LESS THE FOLLOWING**

COMMENCE at the northeast corner of LOT 1, BLOCK 1, MERCY HOSPITAL PARTIAL REPLAT AND FIRST ADDITION, PLAT BOOK 135, PAGE 54 of said Public Records; thence S00°16'42"W, 301.52 feet along the westerly right-of-way line of 21st Street South; thence N89°43'18"W, 11.83 feet to the POINT OF BEGINNING; thence N89°53'00"W, 60.00 feet; thence S00°29'19"W, 28.00 feet; thence S89°53'00"E, 60.00 feet; thence N00°29'19"E, 28.00 feet to the POINT OF BEGINNING.

Containing 1,680 square feet.

Resolution No. 2024 - ____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A FIRST AMENDMENT TO THE LEASE & DEVELOPMENT AGREEMENT WITH THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, TO REDEFINE THE PREMISES LOCATED AT 1300 – 22ND STREET SOUTH, ST. PETERSBURG; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg ("City") and The Board of Trustees of St. Petersburg College ("Tenant") (collectively "Parties") entered into a Lease & Development Agreement ("Lease") on May 2, 2012, for a term of fifty (50) years ("Term"), in order for the Tenant to construct the Midtown campus of St. Petersburg College, located at 1300 - 22nd Street South, St. Petersburg ("Premises"); and

WHEREAS, the Parties executed a Lease Commencement Memorandum ("Memorandum"), effective October 7, 2013, agreeing that the commencement of the Term of the Lease occurred on October 1, 2013; and

WHEREAS, in November, 2023, Real Estate and Property Management received a request from Pinellas County, for its Air Quality Division, to install and maintain an air quality monitoring station ("Equipment"), within a portion of the Premises; and

WHEREAS, the City and Pinellas County have negotiated a license agreement for the use of a portion of the Premises; and

WHEREAS, the Parties desire to amend the Lease to redefine the Premises in order for Pinellas County to install the Equipment within a portion of the Premises; and

WHEREAS, Exhibit "A" of the Lease, which describes the Premises, is deleted in its entirety and replaced with a revised Exhibit "A"; and

WHEREAS, all of the provisions of the License not specifically amended herein shall remain in full force and effect.

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 First Amendment to the Lease & Development Agreement with The Board of Trustees of St. Petersburg College, a political subdivision of the State of Florida, to redefine the premises located at 1300 – 22nd Street South, St. Petersburg; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

Legal:

City Attorney (Designee)
00727910

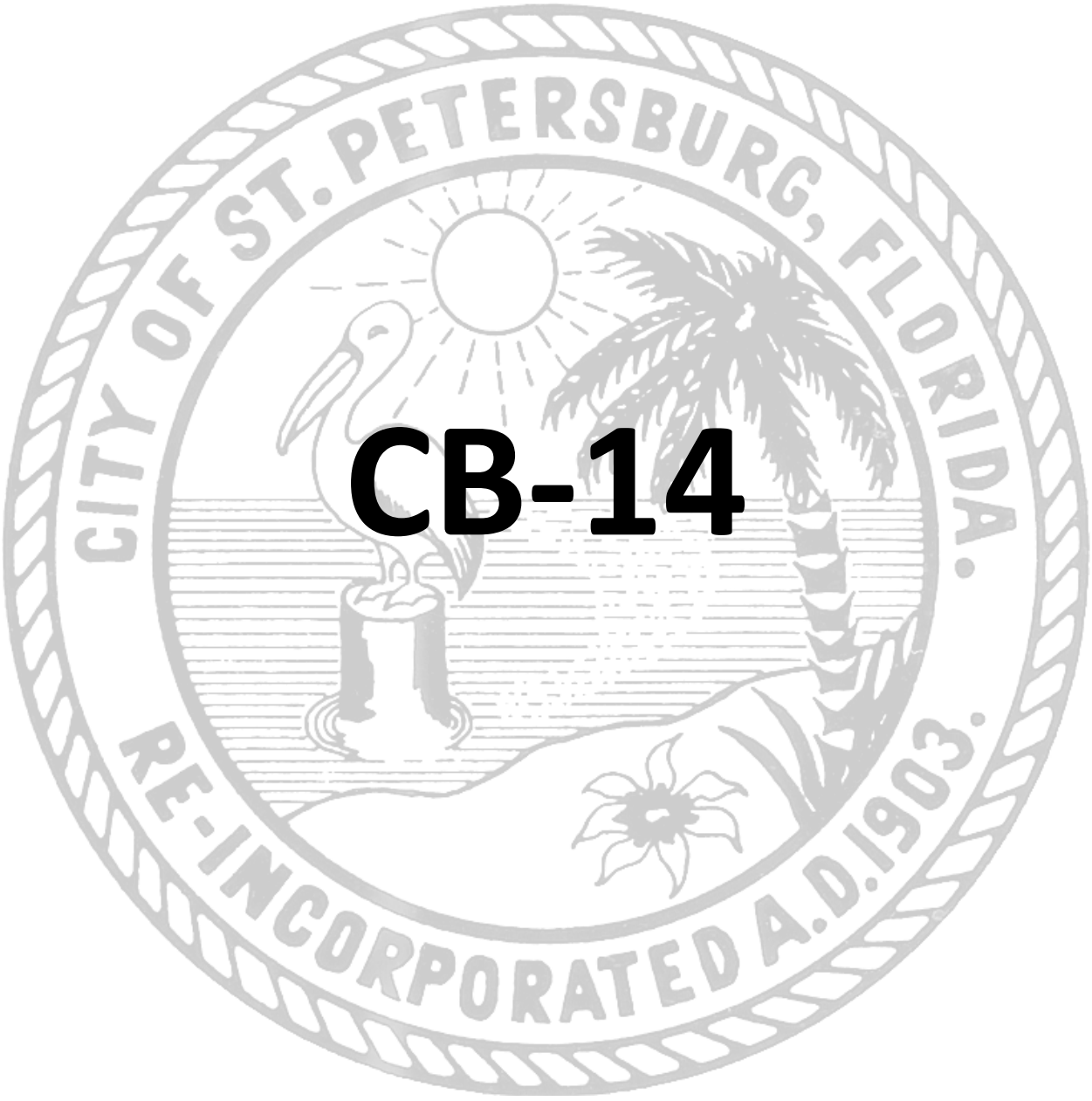
City Development Administration:

James Corbett, Administrator

Real Estate and Property Management:

Aaron Fisch, Director

The following page(s) contain the backup material for Agenda Item: A resolution authorizing the Mayor, or his designee, to execute a Lease Agreement with Rony and Ellen M. Shubich (Lease), for use of the improved property located at 3100 - 66th Street North, St. Petersburg, for a term of twenty-four (24) months (Term), to provide a temporary location for Fire Station No. 2; and providing that the Lease may continue on a month-to-month basis upon the expiration of the Term. Please scroll down to view the backup material.




# CB-14

**ST. PETERSBURG CITY COUNCIL**

**Consent Agenda**

**Meeting of March 21, 2024**

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

**SUBJECT:** A resolution authorizing the Mayor, or his designee, to execute a Lease Agreement with Rony and Ellen M. Shubich ("Lease"), for use of the improved property located at 3100 - 66th Street North, St. Petersburg, for a term of twenty-four (24) months ("Term"), to provide a temporary location for Fire Station No. 2; and to execute all documents necessary to effectuate same; providing that the Lease may continue on a month-to-month basis upon the expiration of the Term; and providing an effective date.

**EXPLANATION:** On March 14, 2017, the City of St. Petersburg ("City") and Rony and Ellen M. Shubich ("Owner") entered into a Lease Agreement ("Agreement") for the use of the improved property located at 3100 - 66th Street North, St. Petersburg ("Premises"), in order to provide a temporary location for Fire Station No. 2 ("Fire Station 2"). As the Agreement is set to expire March 31, 2024, St. Petersburg Fire Rescue has requested Real Estate & Property Management to negotiate a new lease ("Lease") for use of the Premises in order to maintain Fire Station 2 operations while construction of the new permanent Fire Station 2 is completed.

The proposed Lease, subject to City Council approval, will be for a term of twenty-four (24) months ("Term"), and upon expiration of the Term, the City may continue to occupy the Premises on a month-to-month basis under similar terms, until terminated by either the City, at any time on or after April 1, 2025, by providing the Owner with thirty (30) days written notice, or by the Owner providing the City with one hundred eighty (180) days written notice. The City will pay the Owner rent at rate of $3,400 per month during the first year of the Term and the rent will adjust to $3,500 per month during the second year of the Term. Should the Term extend into a month-to-month tenancy, the rent will adjust to $3,600 per month, until the Lease is terminated in accordance with the terms set forth therein.

Under the terms of the Lease, the Owner shall pay all taxes, if any, levied on the Premises or its contents, in addition to having the following maintenance obligations during the Term, or extension thereof: 1) perform all maintenance and repairs to the exterior of Premises and its systems including, but not limited to, the roof, exterior walls, all glass and doors, heating, ventilation, air conditioning, plumbing and electrical systems; 2) perform all maintenance and repairs to the interior of the Premises exceeding $500.00 of value per occurrence; and, 3) maintain the Premises so as to meet all the requirements of any applicable city, county, state, and federal laws, codes and regulations applicable to the Premises.

The City shall have the responsibility of performing or payment of the following maintenance obligations during the Term, or extension thereof: 1) normal interior custodial services including the removal of trash from the Premises; 2) maintenance and repairs to the interior of the Premises, not to exceed $500.00 of value per occurrence, 3) upkeep of the existing landscaping, not to exceed $1,000 of value per year of the Term.

The City shall also be responsible for the first $3,000 ("Threshold") of maintenance and repairs for the heating, ventilation, and air conditioning system ("HVAC") in the Premises for the Term of the Lease or extension thereof. The City shall maintain written records demonstrating any City expense on the HVAC and will provide same to Owner. Upon City reaching the Threshold for the HVAC, Owner shall be responsible for all additional costs associated with the HVAC during the Term of the Lease, or extension thereof.

In addition, the City shall pay all costs (including installation, deposits, and usage) for utilities and other services including, but not limited to, water, sewer, electric, gas, telephone, internet, cable/satellite service, security services and the removal of trash/garbage associated with its use of the Premises.

**RECOMMENDATION:** Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a Lease Agreement with Rony and Ellen M. Shubich ("Lease"), for use of the improved property located at 3100 - 66th Street North, St. Petersburg, for a term of twenty-four (24) months ("Term"), to provide a temporary location for Fire Station No. 2; and to execute all documents necessary to effectuate same; providing that the Lease may continue on a month-to-month basis upon the expiration of the Term and providing an effective date.

**COST/FUNDING/ASSESSMENT INFORMATION:** Funds have been previously appropriated in the General Fund (0001), Fire Rescue Department, Fire Suppression (150-1497).

**ATTACHMENTS:** Illustration and Resolution

**APPROVALS:** Administration: _____ AMF

Budget: Kaitlyn Berger

## ILLUSTRATION OF PREMISES

Address:
3100 – 66th Street North, St. Petersburg

Legal Description:
Lot 164 and the North 10 feet of Lot 165, Teresa Gardens Subdivision, according to the map or plat thereof as recorded in Plat Book 36, Page 52 pf the Public Records of Pinellas County, Florida.

Resolution No. 2024 - ____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LEASE AGREEMENT WITH RONY AND ELLEN M. SHUBICH ("LEASE"), FOR USE OF THE IMPROVED PROPERTY LOCATED AT 3100 - 66TH STREET NORTH, ST. PETERSBURG, FOR A TERM OF TWENTY-FOUR (24) MONTHS ("TERM"), TO PROVIDE A TEMPORARY LOCATION FOR FIRE STATION NO. 2 AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; PROVIDING THAT THE LEASE MAY CONTINUE ON A MONTH-TO-MONTH BASIS UPON THE EXPIRATION OF THE TERM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 14, 2017, the City of St. Petersburg ("City") and Rony and Ellen M. Shubich ("Owner") entered into a Lease Agreement ("Agreement") for the use of the improved property located at 3100 - 66th Street North, St. Petersburg ("Premises"), in order to provide a temporary location for Fire Station No. 2 ("Fire Station"); and

WHEREAS, as the Agreement is set to expire March 31, 2024, St. Petersburg Fire Rescue has requested Real Estate & Property Management to negotiate a new lease ("Lease") for the Premises in order to maintain the Fire Station operations while construction of the new permanent Fire Station is completed; and

WHEREAS, the proposed Lease, subject to City Council approval, will be for a term of twenty-four (24) months ("Term"); and

WHEREAS, upon expiration of the Term, the City may continue to occupy the Premises on a month-to-month basis under similar terms, until terminated by either the City, at any time on or after April 1, 2025, by providing the Owner with thirty (30) days written notice, or by the Owner providing the City with one hundred eighty (180) days written notice; and

WHEREAS, the City will pay the Owner rent a rate of $3,400.00 per month during the first year of the Term; and

WHEREAS, the rent will adjust to $3,500.00 per month during the second year of the Term; and should the Term extend into a month-to-month tenancy, the rent will adjust to $3,600.00 per month, until the Lease is terminated in accordance with the terms set forth therein; and

WHEREAS, the Owner shall pay all taxes, if any, levied on the Premises or its contents, in addition to having the following maintenance obligations during the Term, or extension thereof: 1) perform all maintenance and repairs to the exterior of Premises and its systems including, but not limited to, the roof, exterior walls, all glass and doors, heating, ventilation, air conditioning, plumbing and electrical systems; 2) perform all maintenance and repairs to the interior of the Premises exceeding $500.00

of value per occurrence; and 3) maintain the Premises so as to meet all the requirements of any applicable city, county, state, and federal laws, codes and regulations applicable to the Premises; and

WHEREAS, the City shall have the responsibility of performing or payment of the following maintenance obligations during the Term, or extension thereof: 1) normal interior custodial services including the removal of trash from the Premises; 2) maintenance and repairs to the interior of the Premises, not to exceed $500.00 of value per occurrence; 3) upkeep of the existing landscaping, not to exceed $1,000.00 of value per year of the Term; and

WHEREAS, the City shall be responsible for the first $3,000.00 ("Threshold") of maintenance and repairs for the heating, ventilation, and air conditioning system ("HVAC") in the Premises for the Term of the Lease or extension thereof; and

WHEREAS, the City shall maintain written records demonstrating any City expense on the HVAC and will provide same to Owner; and

WHEREAS, upon City reaching the Threshold for the HVAC, Owner shall be responsible for all additional costs associated with the HVAC during the Term of the Lease, or extension thereof; and

WHEREAS, the City shall pay all costs (including installation, deposits, and usage) for utilities and other services including, but not limited to, water, sewer, electric, gas, telephone, internet, cable/satellite service, security services and the removal of trash/garbage associated with its use of the Premises.

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 Lease Agreement with Rony and Ellen M. Shubich ("Lease"), for use of the improved property located at 3100 - 66th Street North, St. Petersburg, for a term of twenty-four (24) months ("Term"), to provide a temporary location for Fire Station No. 2; and to execute all documents necessary to effectuate same.

BE IT FURTHER RESOLVED, that the Lease may continue on a month-to-month basis upon the expiration of the Term.

This Resolution shall become effective immediately upon its adoption.

Legal:

City Attorney (Designee)
00728046

St. Petersburg Fire & Rescue:

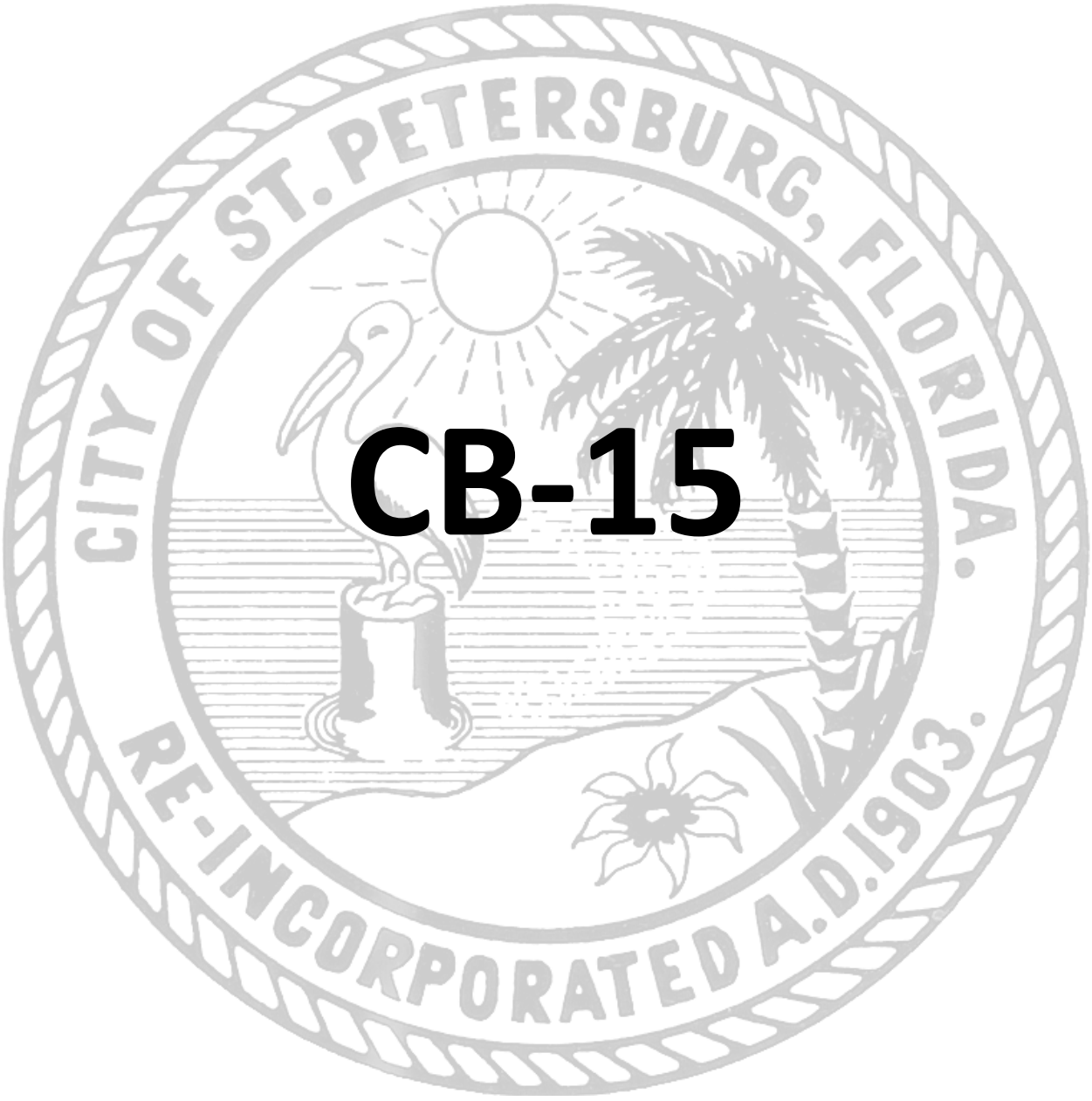
Robert Bassett

Robert P. Bassett, Assistant Chief
Fire Operations

Real Estate and Property Management:

Aaron Fisch, Director

The following page(s) contain the backup material for Agenda Item: A resolution authorizing the Mayor, or his designee, to execute an Amended and Restated License Agreement between the City of St. Petersburg and the St. Petersburg Innovation District, Inc., a Florida not-for-profit corporation, for a term of five (5) years to operate the St. Petersburg Maritime and Defense Technology Hub within the City-owned property located at 450 - 8th Avenue Southeast, St. Petersburg, at the Port of St. Petersburg, for an annual license fee of $161,930.00 for the entire term. Requires affirmative vote of at least six (6) members of City Council.
Please scroll down to view the backup material.




# CB-15

**ST. PETERSBURG CITY COUNCIL**

**Consent Agenda**

**Meeting of March 21, 2024**

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

**SUBJECT:** A resolution authorizing the Mayor, or his designee, to execute an Amended and Restated License Agreement between the City of St. Petersburg and the St. Petersburg Innovation District, Inc., a Florida not-for-profit corporation, for a term of five (5) years to operate the St. Petersburg Maritime and Defense Technology Hub within the City-owned property located at 450 - 8th Avenue Southeast, St. Petersburg, at the Port of St. Petersburg, for an annual license fee of $161,930.00 for the entire term; and to execute all documents necessary to effectuate same; and providing an effective date. ***(Requires affirmative vote of at least six (6) members of City Council.)***

**EXPLANATION:** On November 19, 2021 ("Effective Date"), the City of St. Petersburg and the St. Petersburg Innovation District, Inc. ("Parties") entered into a License Agreement ("License"), for a term of five (5) years, commencing on the Effective Date of the License, for use of the City-owned property located at 450 - 8th Avenue Southeast, St. Petersburg, within the Port of St. Petersburg ("Premises"), for the Licensee to operate the St. Petersburg Maritime and Defense Technology Hub ("Hub"). Commencing on the first day of the third year of the term, and throughout the remainder of the term, the Licensee was to pay to the City an annual License Fee of $323,860.00, payable to the City in twelve (12) equal monthly installments of $26,988.33, plus applicable sales tax.

On December 20, 2023, City Development Administration ("Administration") requested Real Estate & Property Management to develop a new agreement which would restart the Term and retain the current annual License Fee of $161,930.00 with no increases during the new Term.

The Licensee has executed an Amended and Restated License Agreement ("Agreement") for a new five (5) year term ("Term"), subject to approval by City Council. The Licensee shall pay to the City an annual license fee of $161,930.00, payable to the City in twelve (12) equal monthly installments of $13,494.17., together with all applicable sales tax, during the Term. All terms and conditions of the previous License shall be replaced in their entirety by the Agreement.

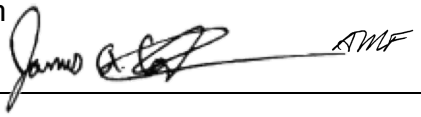
Pursuant to the Agreement, the Licensee is responsible for certain job creation requirements. The Licensee is responsible for i.) all interior and exterior maintenance of the Premises; ii.) payment of utilities including, but not limited to, electricity, telephone, internet service, water, gas, cable/satellite television, sewerage, garbage, and trash collection; and iii.) any applicable taxes. Additionally, the Licensee will maintain a commercial general liability insurance policy in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of the Licensee's use of the Premises. The License may be terminated without cause by either party with written notice prior to the scheduled date of termination. The City is under no obligation to provide a replacement facility under any circumstances.

The Premises is identified on the Parks & Waterfront Property Map as the Airport/Port Operations Area and has a ten (10) year lease limitation. The Agreement is in compliance with Section 1.02(c)(2) of the City Charter which permits a lease not exceeding the lease terms permitted by the City Park and Waterfront Map with an affirmative vote of at least six (6) members of City Council. The subject property is zoned Institutional Center – (IC).

**RECOMMENDATION:** Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute an Amended and Restated License Agreement between the City of St. Petersburg and the St. Petersburg Innovation District, Inc., a Florida not-for-profit corporation, for a term of five (5) years to operate the St. Petersburg Maritime and Defense Technology Hub within the City-owned property located at 450 - 8th Avenue Southeast, St. Petersburg, at the Port of St. Petersburg, for an annual license fee of $161,930.00 for the entire term; and to execute all documents necessary to effectuate same; and providing an effective date.

**COST/FUNDING/ASSESSMENT INFORMATION:** N/A

**ATTACHMENTS:** Illustrations and Resolution

**APPROVALS:** Administration: 

Budget: N/A

Resolution No. 2024 - ____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE AN AMENDED AND RESTATED LICENSE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG AND THE ST. PETERSBURG INNOVATION DISTRICT, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR A TERM OF FIVE (5) YEARS TO OPERATE THE ST. PETERSBURG MARITIME AND DEFENSE TECHNOLOGY HUB WITHIN THE CITY-OWNED PROPERTY LOCATED AT 450 - 8TH AVENUE SOUTHEAST, ST. PETERSBURG, AT THE PORT OF ST. PETERSBURG, FOR AN ANNUAL LICENSE FEE OF $161,930.00 FOR THE ENTIRE TERM; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 19, 2021 ("Effective Date"), the City of St. Petersburg and the St. Petersburg Innovation District, Inc. (“Parties”) entered into a License Agreement ("License"), for a term of five (5) years, commencing on the Effective Date of the License, for use of the City-owned property located at 450 - 8th Avenue Southeast, St. Petersburg, within the Port of St. Petersburg ("Premises"), for the Licensee to operate the St. Petersburg Maritime and Defense Technology Hub ("Hub"); and

WHEREAS, on December 20, 2023, City Development Administration requested Real Estate & Property Management to develop a new agreement which would restart the term and retain the current annual License Fee of $161,930.00 with no increases during the new Term; and

WHEREAS, the Parties desire to enter into an amended and restated License Agreement ("Agreement"), for the Licensee’s continued operation of the Hub within the Premises; and

WHEREAS, the proposed Agreement will be for a term of five (5) years ("Term") with an annual license fee of $161,930.00, payable to the City in twelve (12) equal monthly installments of $13,494.17, together with all applicable sales tax during the Term; and

WHEREAS, all terms and conditions of the previous License shall be replaced in their entirety by the Agreement; and

WHEREAS, pursuant to the Agreement, the Licensee is responsible for certain job creation requirements, and is responsible for i.) all interior and exterior maintenance of the building; 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.

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 an Amended and Restated License Agreement between the City of St. Petersburg and the St. Petersburg Innovation District, Inc., a Florida not-for-profit corporation, for a term of five (5) years to operate the St. Petersburg Maritime and Defense Technology Hub within the City-owned property located at 450 - 8th Avenue Southeast, St. Petersburg, at the Port of St. Petersburg, for an annual license fee of $161,930.00 for the entire term; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

Legal:

City Attorney (Designee)
00727937

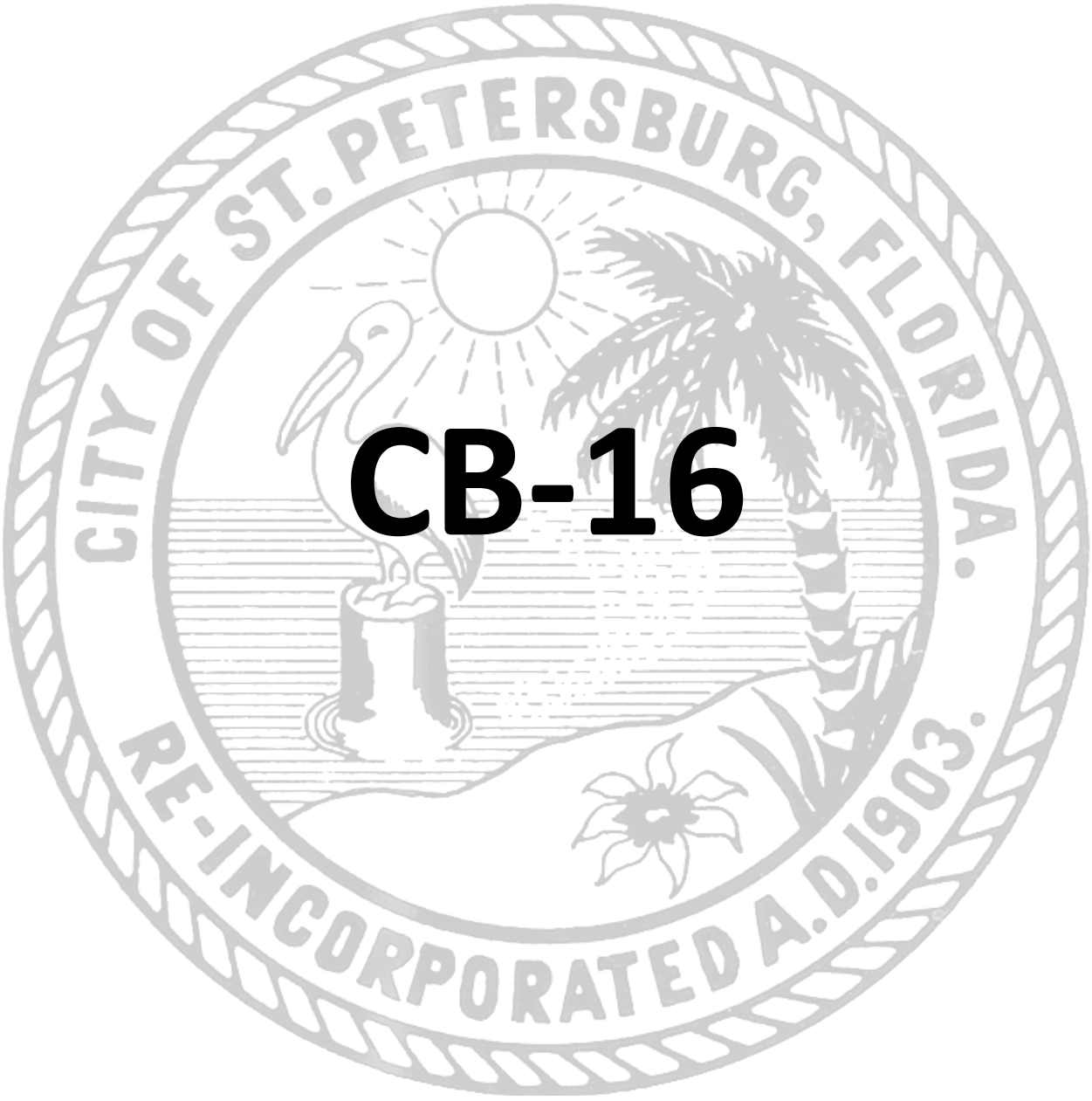
City Development Administration:

Chris Ballestra, Managing Director
Development Coordination

Real Estate and Property Management:

Aaron Fisch, Director

The following page(s) contain the backup material for Agenda Item: A resolution authorizing the Mayor, or his designee, to execute a License Agreement with The Deuces Live, Inc., a Florida not-for-profit corporation, for the use of a surplus, unimproved City-owned parcel located at approximately 2180  9th Avenue South, St. Petersburg, as a community garden for a period of thirty-six (36) months for an aggregate fee of $36.00.
Please scroll down to view the backup material.




# CB-16

**ST. PETERSBURG CITY COUNCIL**

**Consent Agenda**

**Meeting of March 21, 2024**

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

**SUBJECT:** A resolution authorizing the Mayor, or his designee, to execute a License Agreement with The Deuces Live, Inc., a Florida not-for-profit corporation, for the use of a surplus, unimproved City-owned parcel located at approximately 2180 – 9th Avenue South, St. Petersburg, as a community garden for a period of thirty-six (36) months for an aggregate fee of $36.00; and to execute all documents necessary to effectuate same; and providing an effective date.

**EXPLANATION:** Real Estate and Property Management received a request from the Deuces Live, Inc. ("Licensee") to enter into a license agreement to utilize a surplus, unimproved City-owned parcel located at approximately 2180 – 9th Avenue South, St. Petersburg, as a community garden to grow vegetables that will be distributed to the residents and businesses located in the vicinity of the 22nd Street South Business District.

The subject parcel has dimensions of 50 ft. x 100 ft. and is zoned CCT-1 (Corridor Commercial Traditional). The subject parcel is legally described as follows:

E. 50 ft. of the W. 220 ft. of the N. 115 ft. of Lot 9 less the
N. 15 ft. for street, PENNINGTON'S SURVEY
Pinellas County Parcel I.D. No.: 25/31/16/68310/000/0902

The Licensee Agreement ("Agreement") will be for a term of thirty-six (36) months ("Term"), subject to City Council approval, with the terms and conditions providing the Licensee with the same basic rights and privileges that it has enjoyed during the previous term to include, but not be limited to, 1) growing fruits and vegetables that will be distributed to the residents and business owners within the 22nd Street South Business District, 2) providing educational opportunities for community residents to learn about healthy eating, organic and sustainable gardening, and resource conservation, 3) providing food and gardening demonstrations for community residents, 4) providing volunteer opportunities for organizations and community residents to get involved, and 5) for other purposes deemed related to community gardening, healthy eating, and sustainable living. The fee is thirty-six dollars ($36.00) for the entire term. The Agreement provides that the Licensee shall be responsible for all applicable costs (including installation, deposits, and usage) for utilities associated with the Licensee's use of the subject parcel. Additionally, the Licensee shall maintain a $1,000,000 Commercial General Liability policy protecting the City against all claims which may arise or be claimed on account of the Licensee's use of the subject parcel in accordance with the State of Florida Statutory requirements. The Agreement may be terminated without cause by either party with thirty (30) days written notice prior to the scheduled date of termination. Under the terms of the Agreement, "the City is under no obligation to locate or provide a replacement facility under any circumstances."

**RECOMMENDATION:** Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a License Agreement with The Deuces Live, Inc., a Florida not-for-profit corporation, for the use of a surplus, unimproved City-owned parcel located at approximately 2180 – 9th Avenue South, St. Petersburg, as a community garden for a period of thirty-six (36) months for an aggregate fee of $36.00; and to execute all documents necessary to effectuate same; and providing an effective date.

**COST/FUNDING/ASSESSMENT INFORMATION:** N/A

**ATTACHMENTS:** Illustration, Resolution

**APPROVALS:** Administration: _____ AMF B C

Budget: N/A

## ILLUSTRATION

**E. 50 FT. OF THE W. 220 FT. OF THE N. 115 FT. OF LOT 9 LESS THE N. 15 FT. FOR STREET, PENNINGTON'S SURVEY**
**Pinellas County Parcel I.D. No.: 25/31/16/68310/000/0902**
**Approximate Street Address: 2180 – 9th Avenue South, St. Petersburg**

Resolution No. 2024 - ____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT WITH THE DEUCES LIVE, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR THE USE OF A SURPLUS, UNIMPROVED CITY-OWNED PARCEL LOCATED AT APPROXIMATELY 2180 – 9TH AVENUE SOUTH, ST. PETERSBURG, AS A COMMUNITY GARDEN FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR AN AGGREGATE FEE OF $36.00; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Deuces Live, Inc., a Florida not-for-profit corporation, ("Licensee") desires to utilize a surplus, unimproved City-owned parcel located at approximately 2180 – 9th Avenue South, St. Petersburg, as a community garden to grow vegetables that will be distributed to the residents and businesses located in the vicinity of the 22nd Street South Business District; and

WHEREAS, the subject parcel has dimensions of 50 ft. x 100 ft., is zoned CCT-1 (Corridor Commercial Traditional), and is legally described as follows:

E. 50 ft. of the W. 220 ft. of the N. 115 ft. of Lot 9 less the
N. 15 ft. for street, PENNINGTON'S SURVEY
Pinellas County Parcel I.D. No.: 23/31/16/68310/000/0902; and

WHEREAS, the Licensee Agreement ("Agreement") will be for a term of thirty-six (36) months ("Term") for a fee of $36.00, subject to City Council approval, with the terms and conditions providing the Licensee with the same basic rights and privileges that it has enjoyed during the previous term to include, but not be limited to, 1) growing fruits and vegetables that will be distributed to the residents and business owners within the 22nd Street South Business District, 2) providing educational opportunities for community residents to learn about healthy eating, organic and sustainable gardening, and resource conservation, 3) providing food and gardening demonstrations for community residents, 4) providing volunteer opportunities for organizations and community residents to get involved, and 5) for other purposes deemed related to community gardening, healthy eating, and sustainable living; and

WHEREAS, the Licensee shall be responsible for all applicable costs (including installation, deposits, and usage) for utilities associated with the Licensee's use of the subject parcel including insurance in accordance with the State of Florida Statutory requirements; and

WHEREAS, the Agreement may be terminated without cause by either party with thirty (30) days written notice prior to the scheduled date of termination.

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 Deuces Live, Inc., a Florida not-for-profit corporation, for the use of a surplus, unimproved City-owned parcel located at approximately 2180 – 9th Avenue South, St. Petersburg, as a community garden for a period of thirty-six (36) months for an aggregate fee of $36.00; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

Legal:

City Attorney (Designee)
00730303

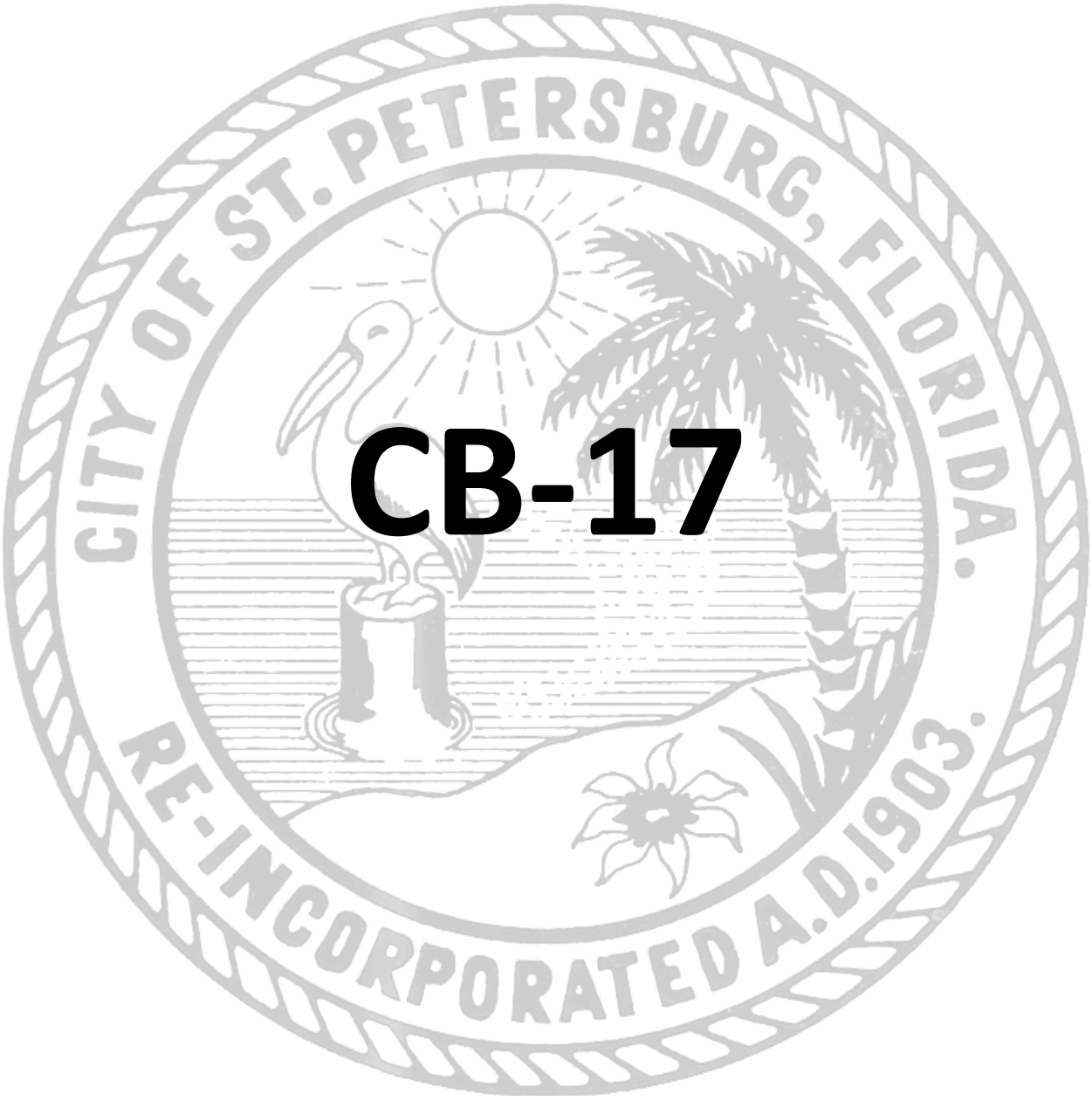
Economic & Workforce Development:

Brian Caper, Director

Real Estate and Property Management:

Aaron Fisch, Director

The following page(s) contain the backup material for Agenda Item: A resolution approving a one-year agreement between the city of St. Petersburg, Florida (city) and the St. Petersburg Arts Alliance, Inc. (arts alliance) for the arts alliance to provide artistic services to the city in an amount not to exceed $120,000; 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.




# CB-17

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

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

**SUBJECT:** A resolution approving a one-year agreement between the City of St. Petersburg and the St. Petersburg Arts Alliance for the Arts Alliance to provide artistic services to the City in an amount not to exceed $120,000; authorizing the mayor or his designee to execute all documents necessary to effectuate this transaction.

**EXPLANATION:** The St. Petersburg Arts Alliance (Consultant) is an umbrella organization serving St. Petersburg's vital arts and cultural community by advocating for the arts, facilitating the growth of our arts community and driving arts-related economic development in the City.

The City provides funds to the Consultant to produce the monthly St. Petersburg Second Saturday ArtWalk; provide individual artist grants; produce the Arts Business Professional Development Education program; continue to credit city for sponsorship of all arts business education programming; produce materials for arts endowment funding; contribute donated funds to the arts endowment fund that supports the city's arts grants; assist emerging St. Petersburg artists and start-up creative businesses; provide individual artist grants; collaborate with Arts Education Programs; produce Arts for Complete Education Pinellas program (including Principals' Arts Recognition breakfast); provide updated City of the Arts presentation to visitors, local and national media; provide information regarding jobs & grant opportunities for artists and non-profits; and run the annual Shine Mural Festival.

In addition to these services the Consultant will conduct an annual awards presentation to recognize individuals and emerging creative businesses; provide and promote an online resource of artists and creative industries contacts; and submit bi-annual tracking and progress reports to include equitable development, diversity and inclusion.

The FY24 Adopted Budget includes $120,000 to provide funding to the Consultant for the above services.

**RECOMMENDATION:** Administration recommends that City Council approve $120,000 funding to the St. Petersburg Arts Alliance through the attached agreement.

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

**ATTACHMENTS: Resolution and Agreement**

**APPROVALS:** **Administrative:** James A. Corey

**Budget:** Kaitlyn Berger

RESOLUTION NO. 2024-_____

A RESOLUTION APPROVING A ONE-YEAR AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND THE ST. PETERSBURG ARTS ALLIANCE, INC. ("ARTS ALLIANCE") FOR THE ARTS ALLIANCE TO PROVIDE ARTISTIC SERVICES TO THE CITY IN AN AMOUNT NOT TO EXCEED $120,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the arts are an important part of the economic development of the City of St. Petersburg ("City"); and

WHEREAS, using public funds to further the economic development of the City constitutes a valid public purpose; and

WHEREAS, artistic services are exempt from the requirements of the City's Procurement Code pursuant to City Code Section 2-202(h); and

WHEREAS, the St. Petersburg Arts Alliance, Inc. ("Arts Alliance") has been the City's designated umbrella arts organization since 2014; and

WHEREAS, Administration desires to enter into a one-year agreement with the Arts Alliance for artistic services for the City, including consulting, event production, artist grants, and educational programming.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that a one-year agreement between the City of St. Petersburg, Florida ("City") and the St. Petersburg Arts Alliance, Inc. ("Arts Alliance") for the Arts Alliance to provide artistic services to the City in an amount not to exceed $120,000 is hereby approved.

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

This resolution shall take effect immediately upon its adoption.

LEGAL:

Sarah Lucker

00728869

DEPARTMENT:

## AGREEMENT

**THIS AGREEMENT, ("Agreement")** is made and entered into on the ___day of _____ ("Execution Date"), by and between St. Petersburg Arts Alliance, Inc. ("Consultant"), and the City of St. Petersburg, Florida, ("City") (collectively, "Parties") is retroactively effective as of October 1, 2023 ("Effective Date").

## WITNESSETH:

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

1. **Consultant's Duties**. Consultant shall perform the services and work and provide the deliverables set forth in this Agreement and Exhibit A, which is attached to this Agreement and made a part hereof for the City in full and complete accordance with this Agreement. Where not clearly specified in the Exhibit A, the format and level of detail for deliverables shall be mutually agreed upon by the Parties. The City shall solely own all right, title and interest in and to the deliverables provided pursuant to this Agreement, including but not limited to patent, copyright, trademark and other intellectual property rights therein. Without limiting the generality of the foregoing, Consultant will provide artistic services that shall include but not be limited to: (i) managing the Arts Alliance; (ii) attracting new artists and arts organizations to St. Petersburg; and (iii) assisting in building an endowment for the arts.

2. **Term**. The term of this Agreement commences on the Execution Date and terminates on September 30, 2024 ("Term") unless this Agreement is earlier terminated as provided for herein.

3. **Payment**.

   A. In consideration for Consultant performing the general consulting services and work and providing the deliverables identified in Exhibit A (hereinafter, "General Consulting Services"), the City shall pay Consultant fifty thousand dollars ($50,000). The Payment may be increased only in strict accordance with this Agreement. The City will make the Payment within thirty (30) days after the execution of this Agreement.

   B. In addition to the Payment, the City shall provide Consultant seventy thousand dollars ($70,000) ("Grant Funds") which shall only be utilized by Consultant to (i) award grants to individual artists, and (ii) fifty thousand dollars ($50,000) to organize and market a mural festival in St. Petersburg with no less than ten murals, including providing funding to individual artists to paint murals in St. Petersburg. Unless otherwise agreed upon by the Parties in writing, any Grant Funds (which shall only be utilized for the purposes set forth above) that are not disbursed upon expiration or earlier termination of this Agreement shall be returned to the City within fifteen (15) days upon expiration or earlier termination of this Agreement.

4. **Repayment of City Funds**. If Consultant fails to perform the services and work and provide the deliverables set forth in Exhibit A, or if the Consultant fails to utilize the Grant Funds in accordance with this Agreement, the City may require Consultant to repay the City funds within thirty (30) days after notice to repay the City funds from the City.

5. **Indemnification.**

A. Consultant shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

i. The performance of this Agreement (including any amendments thereto) by Consultant, its employees, agents, representatives or subcontractors; or

ii. The failure of Consultant, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws, as hereinafter defined; or

iii. Any negligent act or omission of the Consultant, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Consultant, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

iv. Any reckless or intentional wrongful act or omission of the Consultant, its employees, agents, representatives, or subcontractors.

B. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Consultant pursuant to this Agreement or otherwise obtained by Consultant, and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

6. **Insurance**

A. Consultant shall carry the following minimum types and amounts of insurance at its own expense:

i. Commercial general liability insurance in an amount of at least One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) aggregate in occurrences form. This policy shall include coverage for (i) personal injury or death or property damage or destruction; (ii) business interruption; (iii) fire legal liability in the minimum amount of One Hundred Thousand Dollars ($100,000); and (iv) contractual liability under this Agreement.

ii. Workers' Compensation insurance as required by Florida law and Employers' Liability Insurance in an amount of at least $100,000 each accident, $100,000 per employee, and $500,000 for all diseases.

B. Consultant's commercial general liability policy shall name the Indemnified Parties as additional insureds. All policies shall provide that the City shall be notified at least thirty (30) days prior to any cancellation, reduction or material change in coverage. Consultant shall provide the City with Certificates of Insurance on a standard ACORD form reflecting all required coverage. At the City's request, Consultant shall provide copies of current policies with all applicable endorsements. All insurance required shall be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then current edition of Best's Insurance Guide.

C. Consultant hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.

7. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

| **CITY:** | **CONSULTANT:** |
|---|---|
| City of St. Petersburg, Florida<br>P. O. Box 2842<br>St. Petersburg, FL 33731<br>Attn: Celeste Davis<br>Phone: 727-551-3250<br>Celeste.Davis@stpete.org | St. Petersburg Arts Alliance, Inc.<br>100 Second Avenue North, Suite 150<br>St. Petersburg, Florida 33701<br>Attn: Terry Marks<br>Phone: 727-518-5142<br>terry@stpeteartsalliance.org |

8. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.

9. **Due Authority.** Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.

10. **Assignment.** Consultant shall make no assignment of any of its rights, duties, or obligations under this Agreement without the City's prior written consent, which consent may be withheld by the City in its sole and absolute discretion.

11. **Termination.** This Agreement may be terminated at any time by the City for any reason upon thirty (30) days written notice to Consultant. Additionally, the City may terminate this Agreement as provided in Florida Statute §§ 287.135 and 448.095. In the event of termination pursuant to this paragraph, Consultant to return to the City within thirty (30) days after the effective date of termination (i) any Grant Funds not disbursed prior to the effective of termination and (ii) a pro-rata portion of the Payment for services and work not preformed and deliverables not provided as of the effective date of termination.

12. **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the Parties, their successors and assigns. 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. The Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

13. **Contract Adjustments.**

    A. Either party may propose additions, deletions or modifications to the services, work and deliverables set forth in Exhibit A or this Agreement ("Contract Adjustments") in whatever manner such party determines to be reasonably necessary for the proper completion of the work and services. Proposals for Contract Adjustments shall be submitted to the non-requesting party on a form provided by the City. Contract Adjustments shall be effectuated through written amendments to this Agreement, signed by authorized representatives of the Parties ("Change Orders").

    B. In the event the Consultant proposes a Contract Adjustment and the City does not approve such Contract Adjustment, the Consultant will continue to perform the original services and work and provide the original deliverables in accordance with the terms and conditions of this Agreement.

C. Notwithstanding anything to the contrary contained in this Agreement, there shall be no change in the Payment or Grant Funds except pursuant to a Change Order duly executed by both Parties.

14. **Amendment**. This Agreement may be amended only in writing executed by the Parties.

15. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them.

16. **Compliance with Laws**. Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida Public Records Laws (e.g. Chapter 119, Florida Statute). Consultant hereby makes all certifications required under Florida Statute § 287.135.

17. **Third Party Beneficiary**. No persons other than the Consultant and City and their successors and assigns shall have any rights whatsoever under this Agreement.

18. **No Liens.** Consultant shall not suffer any liens to be filed against any City property by reason of any work, labor, services or materials performed at or furnished to City property, to Consultant, or to anyone using City property through or under Consultant. Nothing contained in this Agreement shall be construed as a consent on the part of the City to subject City property or any part thereof to any lien or liability under any Laws.

19. **No Construction Against Preparer of Agreement.** This Agreement has been prepared by the City and reviewed by the Consultant and its professional advisors. The City, Consultant and Consultant's professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or the Consultant or against the City or the Consultant merely because of their efforts in preparing it.

20. **Non-appropriation.** The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

21. **City Consent and Action.**

A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement ("Approval") by the City means the Approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or

unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

B. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

22. **Captions.** Captions are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

23. **Records and Reports**.

A. Consultant shall maintain financial books, records, and accounting information related to this Agreement. These books, records, and information shall comply with generally accepted accounting principles. Consultant shall provide an independent audit of such books, records and information by a Certified Public Accountant upon request by the City, at no cost to the City, within ninety (90) days of such request. Except as otherwise authorized by the City, all books and records with respect to this Agreement must be kept by Consultant and must be open to examination or audit by the City during the term of this Agreement and for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

B. Consultant shall, at any reasonable time requested by the City and as often as the City may deem necessary, make available to the City for examination all of its books, records and information with respect to all matters covered by this Agreement and shall permit the City or its designated authorized representatives to audit and inspect all such books, records and information relating to all matters covered by this Agreement.

C. Consultant shall require all recipients of the Grant Funds to maintain books, records and information related to use of the Grant Funds. Consultant shall also (i) require all recipients of the Grant Funds to make available to the Consultant and City (at any reasonable time requested by the Consultant or City and as often as the Consultant or the City may deem necessary) for examination all of its books, records and information with respect to the Grant Funds and (ii) permit the Consultant or City (or their designated authorized representatives) to audit and inspect all such books, records and information relating to use of the Grant Funds.

D. Consultant shall provide the City with all reports required under this Agreement.

24. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to

those obligations and rights related to indemnification, shall survive such expiration or earlier termination.

25. **No Waiver**. No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Consultant shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

26. **Permits and Licenses**. Consultant shall be responsible for obtaining any and all necessary permits, licenses, certifications and approvals which may be required by any government agency in connection with Consultant's performance of this Agreement. Upon request of the City, the Consultant shall provide the City with written evidence of such permits, licenses, certifications and approvals.

27. **Successors and Assigns**. This Agreement shall inure to the benefit of and be enforceable by and against the Parties, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization.

28. **Subcontract**. The hiring or use of outside services or subcontractors in connection with the performance of Consultant's obligations under this Agreement shall not be permitted without the prior written approval of the City, which approval may be withheld by the City in its sole and absolute discretion. Consultant shall promptly pay all subcontractors and suppliers.

29. **Relationship of Parties**. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.

30. **Warranty**. Consultant warrants that the services and work required by this Agreement shall be performed by Consultant with reasonable care in a diligent, professional and competent manner.

31. **Consultant's Personnel.** Terry Marks shall be responsible for administering this Agreement. Consultant shall not remove Terry Marks without the prior written approval from the City.

32. **Grant Agreements.** All grant agreements shall be entered into between Consultant (in its own name) and the grantee, unless otherwise directed by the City. Consultant shall be responsible for negotiating the terms and conditions of all grant agreements, provided that such terms and conditions are consistent with this Agreement (including paragraph 23.C.), and further provided that Consultant shall ensure that all grant agreements require the

grantee to (i) name the Indemnified Parties (as hereinafter defined) as additional insureds on all insurance required to be obtained by the grantee pursuant to the grant agreement, and (ii) defend and indemnify the Indemnified Parties against any and all Claims arising out of or in connection with grantee's use of the Grant Funds.

33. **Public Records.**

A. Consultant shall (i) keep and maintain public records (as defined in Florida's Public Records law) required by the City to perform the services pursuant to this Agreement; (ii) upon request from the City Clerk's Office, provide the City (at no cost to the City) with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records law or other applicable Laws; (iii) ensure that public records in Consultant's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws for the Term and after the expiration or earlier termination of this Agreement; and (iv) after the expiration or earlier termination of this Agreement, at the City's request, either transfer, at no cost, to the City all public records in Consultant's possession within ten (10) days following the City's request and/or keep and maintain any public records required by the City to perform the services pursuant to this Agreement. If Consultant transfers all public records to the City upon the expiration or earlier termination of this Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon the expiration or earlier termination of this Agreement, Consultant shall meet all applicable requirements for retaining public records in accordance with this Agreement and all applicable Laws. At the City's request, all public records stored electronically by Consultant shall be provided to the City in a format approved by the City.

**B. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.**

C. Nothing contained herein shall be construed to affect or limit Consultant's obligations including but not limited to Consultant's obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.

34. **Execution of Agreement**. This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts collectively constitute a single original Agreement. Additionally, each party is authorized to sign this

Agreement electronically using any method authorized by applicable law or City policy, including any of the following: (i) a typed name on an electronic document; (ii) an image of a physical signature sent via email, fax, or other electronic transmission method; (iii) clicking a button to indicate agreement or acceptance in an electronic signature system; or (iv) a handwritten signature that is digitally captured on a touch device such as a tablet or smartphone.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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

**ST. PETERSBURG ARTS ALLIANCE, INC:**

By: _____

Print: _____

Title: _____

**CITY OF ST. PETERSBURG, FLORIDA**

By:_____

Print:_____

Title:_____

**Attest:**

_____ (SEAL)
City Clerk

Approved as to Content and Form:

_____
City Attorney (Designee) 00730987

# EXHIBIT A

## 1) Overall Goals. Consultant will:

- Work to strengthen the arts in St. Petersburg.
- Serve as collective voice for the arts community and the greater good of St. Petersburg's non-profit arts organizations, creative businesses, and its artists.
- Raise endowment funds for arts grants for the City of St. Petersburg.
- Provide educational programing including the Arts Business Academy.
- Market arts events in the City.
- Promote the City's five (5) arts districts and two (2) emerging districts to best position St. Petersburg as a place to buy and collect art as well as to experience the arts.
- Be intentional in the promotion and encouragement of, equitable business development, diversity and inclusion.

## 2) Work, Services, and Deliverables

- **ArtWalk**
    - Produce and promote the monthly St. Petersburg Second Saturday ArtWalk.
- **Education**
    - Produce the Arts Business Professional Development Education program for artists, creative businesses and non-profits. Continue a partnership with the City, incorporating city resources, i.e., the Greenhouse, for arts business education.
    - Assist emerging St. Petersburg artists and start-up creative businesses.
    - Collaborate with Arts Education Programs.
    - Produce Arts for Complete Education Pinellas program (including Principals' Arts Recognition breakfast.)
- **Arts Endowment**
    - Produce materials for arts endowment funding. Contribute donated funds to the arts endowment fund that supports the City's arts grants.
- **Marketing**
    - Provide updated City of the Arts presentation to visitors and local and national media.
    - Provide information regarding jobs & grant opportunities for artists and non-profits.
    - Conduct an annual awards presentation to recognize individuals and emerging creative businesses.
    - Provide an active online resource of artists and organizations in the creative industries for buyers/collectors/industry to easily contact artists in a variety of categories. Update this resource at least one (1) time per calendar month and promote it to potential buyers.

## 3) SHINE St. Petersburg Mural Festival

- Funds devoted specifically to the SHINE book which will launch by March 30, 2025.
- Create a mural in District 2.
- Murals created in Districts 3 and 4 will coincide with the launch of the aforementioned SHINE book. The planning process will begin in 2024. The goal is that every district in the City of St. Petersburg has a SHINE mural. (The City of St. Pete will assist in finding walls in those districts.)
- The SHINE muralists to also tag #Stpete and @stpetefl in their promotion.

- Create a mural in District 3 or 4 inspired by the words “We Are St. Pete”.
- Work with the City’s Department of Arts, Culture and Tourism who will work with other City departments, the MLK Business District and The Greenhouse to create an asphalt mural in or around the area of 1500 Dr. MLK Street South near the MLK Food Store.

**4) Recognition**

- Provide the City of St. Petersburg’s logo and support recognition to the City of St. Petersburg in proportion to the City’s contribution to the St. Petersburg Arts Alliance.
- Continue to credit the City for sponsorship of all arts business education programming.

**5) Reporting**

- Bi-Annual reports for term October 1, 2023 - September 30, 2024 required hereunder must be provided on or before the following deadlines:
  - Report 1 (i.e., October 1, 2023-May 2024): due May 31, 2024
  - Report 2 (i.e., June 2024 -September 2024): due October 16, 2024

**6) Guidelines**

- In order to maintain the City’s family friendly atmosphere, Consultant shall not use any Payment or Grant Funds to market any art and cultural forms that are sexual in nature or that depict or show any Specified Anatomical Area as defined in Chapter 16 of the St. Petersburg City Code (collectively, “Guidelines”). Consultant shall be responsible for all screening to ensure compliance with the Guidelines. In the event the City determines in its sole and absolute discretion that any art and cultural forms does not comply with the Guidelines, the City may prohibit such art and cultural form from being marketed.

# Bi-Annual St. Petersburg Arts Alliance/SHINE Report

Consultant shall submit to the City a bi-annual report that describes in detail the levels of service provided to the community for the preceding reporting period. It is recommended that Consultant identify as many measurable metrics against Consultant's goals as possible when writing bi-annual reports as required by this Agreement.

Bi-Annual reports for term October 1, 2023 – September 30, 2024, required hereunder must be provided on or before the following deadlines:

- Report 1 (i.e., October 1, 2023-May 2024): due May 31, 2024
- Report 2 (i.e., June 2024-September 2024): due October 16, 2024

The final report must include, but not be limited to, the following items:

**ArtWalk**

- List of participating businesses
- Data on sales and participation

*Explanation of how it related to the Mayor's Pillar: Equitable Development, Arts & Business Opportunities

**Education**

- Arts Business Professional Education Programs
- Program dates
- Number of participants
- List of the types of businesses the participants represented.
- Information about Greenhouse partnerships

*Explanation of how it related to the Mayor's Pillar: Equitable Development, Arts & Business Opportunities and Education & Youth Opportunities

**Arts Endowment Fund**

- Data for sales (Kahwa Coffee)
- Growth in fund

*Explanation of how it related to the Mayor's Pillar: Equitable Development, Arts & Business Opportunities

**Marketing**

- MUSE Awards
    - Number of attendees
    - Social media status
- Number of jobs postings
    - List of the areas of the arts fields represented.
    - Resources and organizations represented.
    - List of locations of businesses by districts, showing what parts of St. Petersburg are represented.

*Explanation of how it related to the Mayor's Pillar: Equitable Development, Arts & Business Opportunities.

**SHINE**

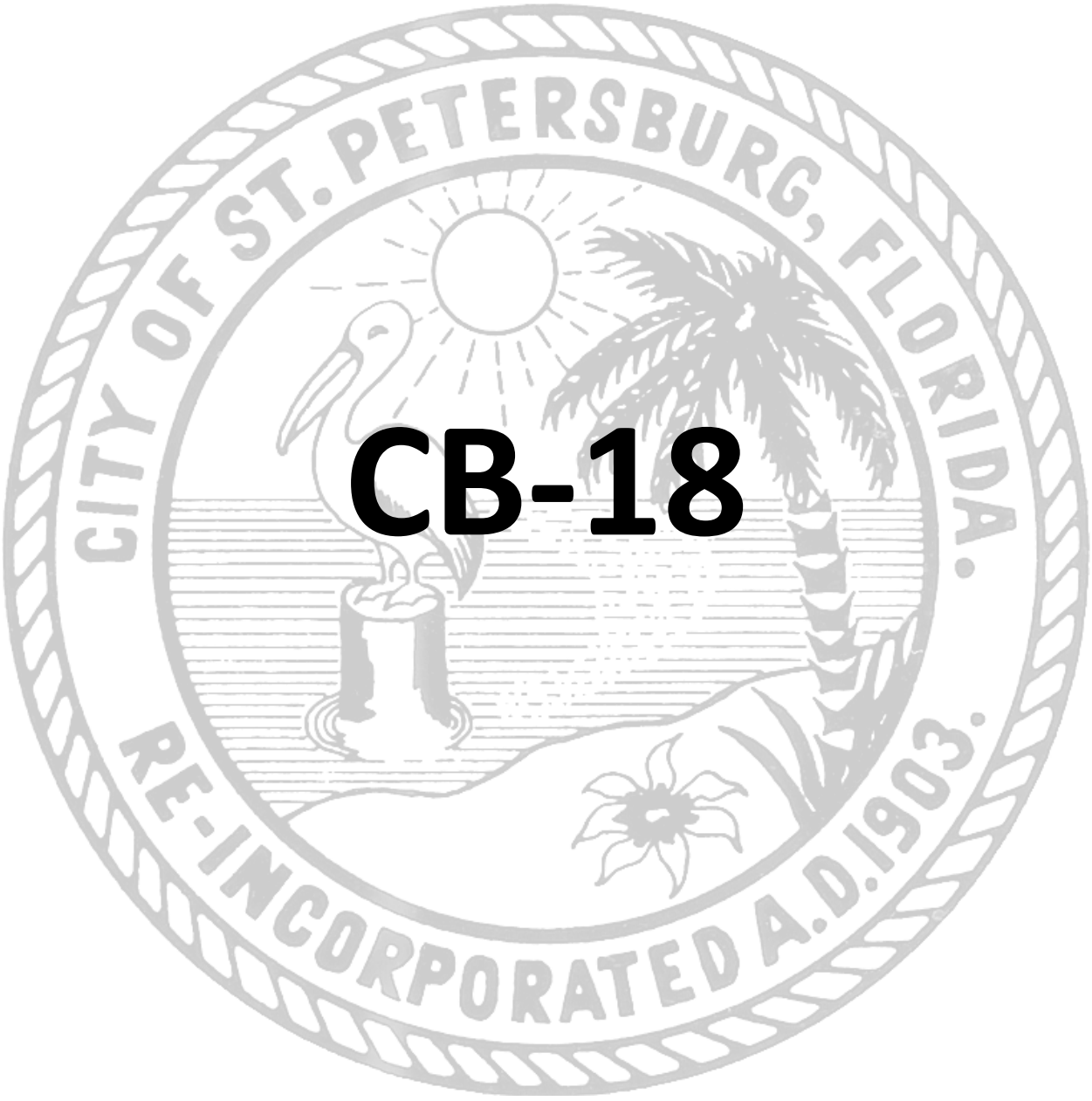
- Data on social media traffic
- Data on school participation

*Explanation of how it related to the Mayor's Pillar: Equitable Development, Arts & Business Opportunities and Education & Youth Opportunities.

**Recognition**

- Copies of the promotional recognition materials.

The following page(s) contain the backup material for Agenda Item: Accepting a Guaranteed Maximum Price (“GMP”) proposal in the amount of $471,095.29 from Create Building Company LLC, formerly WJ Create (“CMAR”) for construction phase services for the Enoch Davis Youth Farm - Facility Improvements Project and associated site work; authorizing the Mayor or his designee to execute the First Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida and CMAR dated June 22, 2023, to incorporate the GMP Proposal into the agreement and modify other necessary provisions; and providing an effective date. (ECID Project No. 21217-019; Oracle Project Nos. 17102,18893,19642 and 20195)
Please scroll down to view the backup material.




# CB-18

**ST. PETERSBURG CITY COUNCIL**

**Consent Agenda**

Meeting of March 21, 2024

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

**SUBJECT:** Accepting a Guaranteed Maximum Price ("GMP") proposal in the amount of $471,095.29 from Create Building Company LLC, formerly WJ Create ("CMAR") for construction phase services for the Enoch Davis Youth Farm - Facility Improvements Project and associated site work; authorizing the Mayor or his designee to execute the First Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida and CMAR dated June 22, 2023, to incorporate the GMP Proposal into the agreement and modify other necessary provisions; and providing an effective date. (ECID Project No. 21217-019; Oracle Project Nos. 17102,18893,19642 and 20195)

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

On June 22, 2023, the Engineering and Capital Improvements Department ("ECID") administratively approved the AIA Document A133 – 2019 and AIA Document A201-2017 with Create Building Company LLC, for pre-construction services including the review of bid plans, site visits, and bidding services in the amount of $5,000.

The new 544 square feet Harvest Shed will contain a garden processing area, accessible restroom and a storage room. Site work includes new perimeter fencing, new site electrical power outlets, a new accessible sidewalk, and other miscellaneous work.

A $20,000 Owner's Contingency for unforeseen conditions is included in the GMP.

The Engineering and Capital Improvements Department recommends for award:

Create Building Company LLC ……. $471,095.29

City Code 2-234, Small Business Enterprise Assistance Program, requires a required participation percentage to be assigned to all construction projects of over $50,000. The GMP includes 19% SBE participation.

**RECOMMENDATION:** Administration recommends authorizing the Mayor or his designee to accept a Guaranteed Maximum Price ("GMP") proposal in the amount of $471,095.29 from Create Building Company LLC, formerly WJ Create ("CMAR") for construction phase services for the Enoch Davis Youth Farm - Facility Improvements Project and associated site work; authorizing the Mayor or his designee to execute the First Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida and CMAR dated June 22, 2023, to incorporate the GMP Proposal into the agreement and modify other necessary provisions; and providing an effective date. (ECID Project No. 21217-019; Oracle Project Nos. 17102,18893,19642 and 20195)

**COST/FUNDING/ASSESSMENT INFORMATION**: Funds have been previously appropriated in the TIF Capital Projects Fund (3005), Enoch Davis Farm Site Prep-CRA (17102); and the SSP Redevelopment District Fund (1104); Enoch Davis Farm Prep Costs (18993), E Davis Farm Prep Exp FY 23 (19642) and 2024 Youth Farm Prep (20195) Projects.

**ATTACHMENTS:** GMP Proposal
Resolution

RESOLUTION NO. 2024-____

A RESOLUTION ACCEPTING A GUARANTEED MAXIMUM PRICE ("GMP") PROPOSAL IN THE AMOUNT OF $471,095.29 FROM CREATE BUILDING COMPANY LLC, FORMERLY WJ CREATE ("CMAR") FOR CONSTRUCTION PHASE SERVICES FOR THE ENOCH DAVIS YOUTH FARM - FACILITY IMPROVEMENTS PROJECT AND ASSOCIATED SITE WORK; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIRST AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK AGREEMENT WITH A GMP BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND CMAR DATED JUNE 22, 2023, TO INCORPORATE THE GMP PROPOSAL INTO THE AGREEMENT AND MODIFY OTHER NECESSARY PROVISIONS; AND PROVIDING AN EFFECTIVE DATE. (ECID PROJECT NO. 21217-019; ORACLE NOS. 17102,18893,19642 and 20195)

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

WHEREAS, the City and CMAR entered into a Construction Manager at Risk Agreement with a Guaranteed Maximum Price ("GMP") on June 22, 2023 ("Agreement") for CMAR to provide preconstruction and construction phase services for the Enoch Davis Youth Farm - Facility Improvements Project ("Project"); and

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

WHEREAS, in accordance with the requirements set forth in the Agreement, CMAR has submitted to the City for review and acceptance a GMP proposal in the amount of $471,095.29 (which includes a $20,000 owner's contingency) for construction phase services for the Project; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the guaranteed maximum price ("GMP") proposal in the amount of $471,095.29 from Create Building Company LLC, formerly WJ Create ("CMAR") for construction phase services for the Enoch Davis Youth Farm - Facility Improvements Project is hereby accepted.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the First Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida and CMAR dated June 22, 2023 ("Agreement") to incorporate the GMP proposal into the Agreement and modify other necessary provisions.

This Resolution shall become effective immediately upon its adoption.

LEGAL: DEPARTMENT:

00730708

**EXHIBIT F - GUARANTEED MAXIMUM PRICE**

**ENOCH DAVIS YOUTH FARM**

**PROJECT NO. 21217-019**

| | | |
|---|---|---|
| Construction Cost | $ | 297,161.80 |
| General Conditions | $ | 74,318.35 |
| Contractor Contingency | $ | 25,000.00 |
| Subtotal: | $ | 396,480.15 |

| | | | |
|---|---|---|---|
| CM Fee | 10.50% | $ | 41,630.42 |
| General Liability | 1.00% | $ | 3,964.80 |
| Other Insurance | 0.00% | $ | - |
| Subtotal: | | $ | 45,595.22 |

| | | |
|---|---|---|
| Builder's Risk | $ | 3,964.80 |
| Performance Bond | $ | 5,055.12 |
| Owner's Contingency | $ | 20,000.00 |
| Subtotal: | $ | 29,019.92 |

| | | |
|---|---|---|
| **Guaranteed Maximum Price** | **$** | **471,095.29** |

# ENOCH DAVIS YOUTH FARM

GMP CONSTRUCTION BUDGET - 02/09/2024

**PROJECT NO. 21217-019**

| | | | | SF | 544 |
|---|---|---|---|---|---|
| DIVISION / DESCRIPTION | | | $ | % OF DC | $/SF |
| 00 | Procurement & Contracting | | 12,985 | 3.5% | $24 |
| 01 | General Requirements & Conditions | | $74,318 | 20.0% | $137 |
| 03 | Concrete | | $30,920 | 8.3% | $57 |
| 04 | Masonry | | $29,043 | 7.8% | $53 |
| 06 | Woods, Plastics, and Composites | | $21,865 | 5.9% | $40 |
| 07 | Thermal and Moisture Protections | | $9,597 | 2.6% | $18 |
| 08 | Openings | | $13,680 | 3.7% | $25 |
| 09 | Finishes | | $12,007 | 3.2% | $22 |
| 10 | Specialties | | $1,433 | 0.4% | $3 |
| 11 | Equipment | | $600 | 0.2% | $1 |
| 22 | Plumbing | | $27,598 | 7.4% | $51 |
| 23 | HVAC | | $2,162 | 0.6% | $4 |
| 26 | Electrical | | $66,436 | 17.9% | $122 |
| 31 | Earthwork | | $47,340 | 12.7% | $87 |
| 32 | Exterior Improvements | | $34,480 | 9.3% | $63 |
| **DIRECT COSTS** | | | **$371,480** | | $683 |
| | Contractor's Fee | | $41,630 | 10.5% | $77 |
| | Construction Contingency | (Allowance) | $25,000 | 5.0% | $46 |
| | Owner's Contingency | | $20,000 | 5.4% | $37 |
| **GRAND TOTAL:** | | | **471,095** | | $866 |

# ENOCH DAVIS YOUTH FARM

GMP CONSTRUCTION BUDGET - 02/09/2024

**COST OF WORK**

| DIV | ITEM | NOTES | UNITS | UOM | | COST | | TOTAL |
|---|---|---|---|---|---|---|---|---|
| | **01 - GENERAL CONDITIONS** | | | | | | | |
| | Project Management | | | | | | | |
| | Site Supervision & Project Management | | 3.5 | MTH | x | $18,986.67 | = | $66,453.35 |
| | Project Management Software (Procore, Docusign, Etc.) | | 1.0 | LSUM | x | $1,515.00 | = | $1,515.00 |
| | Dumpsters | | 3.5 | EA | x | $650.00 | = | $2,275.00 |
| | Temp. Barricades & Security Measures | | 1.0 | LSUM | x | $1,600.00 | = | $1,600.00 |
| | Temp. Toilets / Sanitary Measures | | 3.5 | MTH | x | $350.00 | = | $1,225.00 |
| | Incidentals (Consumables, Fuel, Protection etc.) | | 1.0 | LSUM | x | $1,250.00 | = | $1,250.00 |
| *01* | *SUBTOTAL - GENERAL CONDITIONS* | | | | | | | **$74,318.35** |
| | **03 - CONCRETE** | | | | | | | |
| | Concrete - Building | CCC | 1 | LSUM | x | $16,708.00 | = | $16,708.00 |
| | Concrete - Site | CCC | 1 | LSUM | x | $14,212.00 | = | $14,212.00 |
| *03* | *SUBTOTAL - CONCRETE* | | | | | | | **$30,920.00** |
| | **04 - MASONRY** | | | | | | | |
| | Masonry - Building | CCC | 1 | LSUM | x | $29,043.00 | = | $29,043.00 |
| *04* | *SUBTOTAL - MASONRY* | | | | | | | **$29,043.00** |
| | **06 - WOODS & PLASTICS** | | | | | | | |
| | Framing & Trusses | F&S Frame and Trim | 1 | LSUM | x | $20,965.00 | = | $20,965.00 |
| | Gable Vent 16x16 | | 2 | EA | x | $450.00 | = | $900.00 |
| *06* | *SUBTOTAL - WOODS & PLASTICS* | | | | | | | **$21,865.00** |
| | **07 - THERMAL & MOISTURE** | | | | | | | |
| | Roofing Systems | Anchor | 1 | LSUM | x | $4,455.00 | = | $4,455.00 |
| | 5" Alluminum Square Gutters | | 119 | LF | x | $25.00 | = | $2,975.00 |
| | Rigid Insulation | | 400 | SF | x | $4.50 | = | $1,800.00 |
| | Batt Insulation | | 113 | SF | x | $3.25 | = | $367.25 |
| *07* | *SUBTOTAL - THERMAL & MOISTURE* | | | | | | | **$9,597.25** |
| | **08 - OPENINGS** | | | | | | | |
| | Doors & Hardware | Cardinal Door & Hardware | 1 | LSUM | x | $6,959.08 | = | $6,959.08 |
| | Install Doors | | 3 | EA | x | $550.00 | = | $1,650.00 |
| | Garage Doors | D&D Garage Doors | 2 | EA | x | $2,535.52 | = | $5,071.04 |
| *08* | *SUBTOTAL - OPENINGS* | | | | | | | **$13,680.12** |
| | **09 - FINISHES** | | | | | | | |
| | Painting & Coatings | | | | | | | |
| | Concrete Sealing | | 544 | SF | x | $2.10 | = | $1,142.40 |
| | Painting | Precision Painting Group | 1 | LSUM | x | $5,600.00 | = | $5,600.00 |
| | Drywall - Ceilings | | 113 | SF | x | $9.00 | = | $1,017.00 |
| | WA - Drywall - Plumbing Wall | | 72 | SF | x | $9.00 | = | $648.00 |
| | WC - Drywall - Storage / Restroom | | 400 | SF | x | $9.00 | = | $3,600.00 |
| *09* | *SUBTOTAL - FINISHES* | | | | | | | **$12,007.40** |

# ENOCH DAVIS YOUTH FARM

GMP CONSTRUCTION BUDGET - 02/09/2024

**COST OF WORK**

| DIV | ITEM | NOTES | UNITS | UOM | | COST | | TOTAL |
|---|---|---|---|---|---|---|---|---|
| | **10 - SPECIALTIES** | | | | | | | |
| | Bathroom Specialties | WJCreate | | | | | | |
| | 36" Grab Bar Bobrick B-6806 (SS w/ Satin) | | 1 | EA | x | $47.40 | = | $47.40 |
| | 42" Grab Bar Bobrick B-6806 (SS w/ Satin) | | 1 | EA | x | $50.71 | = | $50.71 |
| | Fixed Tilt Mirror Bobrick B-293 1836 (SS w/ Satin) | | 1 | EA | x | $332.86 | = | $332.86 |
| | Soap Dispenser Bobrick B-2111 (SS w/ Satin) | | 1 | EA | x | $49.48 | = | $49.48 |
| | Paper Towel Dispensor Bobrick B-262 (SS w/ Satin) | | 1 | EA | x | $66.24 | = | $66.24 |
| | Double Roll Toilet Tissue Dispenser Bobrick B-265 (SS w/ Satin) | | 1 | EA | x | $31.26 | = | $31.26 |
| | Baby Changing Station (GAMCO BCS-2 Grey) | | 1 | EA | x | $259.77 | = | $259.77 |
| | Install Bathroom Specialties | | 7 | EA | x | $85.00 | = | $595.00 |
| *10* | *SUBTOTAL - SPECIALTIES* | | | | | | | **$1,432.72** |
| | **11 - EQUIPMENT** | | | | | | | |
| | 24" x 24" Fiberglass Utility Sink | Not shown on plumbing | 1 | EA | x | $600.00 | = | $600.00 |
| *11* | *SUBTOTAL - EQUIPMENT* | | | | | | | **$600.00** |
| | **22 - PLUMBINGS** | | | | | | | |
| | Plumbing Systems | Pasadena Plumbing | 1 | LSUM | x | $27,598.32 | = | $27,598.32 |
| *22* | *SUBTOTAL - PLUMBING* | | | | | | | **$27,598.32** |
| | **23 - HVAC** | | | | | | | |
| | Thru-Wall Unit | WJCreate | 1 | LSUM | x | $1,012.00 | = | $1,012.00 |
| | Bathroom Venting | | 1 | EA | x | $1,150.00 | = | $1,150.00 |
| *23* | *SUBTOTAL - HVAC* | | | | | | | **$2,162.00** |
| | **26 - ELECTRICAL** | | | | | | | |
| | Electrical Systems | JDP Electric | 1 | LSUM | x | $66,436.00 | = | $66,436.00 |
| *26* | *SUBTOTAL - ELECTRICAL* | | | | | | | **$66,436.00** |
| | **31 - EARTHWORK** | | | | | | | |
| | Sitework | K&B Sitework | 1 | LSUM | x | $47,340.00 | = | $47,340.00 |
| *31* | *SUBTOTAL - EARTHWORK* | | | | | | | **$47,340.00** |
| | **32 - EXTERIOR IMPROVEMENT** | | | | | | | |
| | 4'-0" High Cedar Fences - 3-Rail Posts at 6' OC | | 400 | LF | x | $41.15 | = | $16,460.00 |
| | Gate Single | | 1 | EA | x | $1,125.00 | = | $1,125.00 |
| | Gate Double | | 2 | EA | x | $2,125.00 | = | $4,250.00 |
| | 4'-0" Chainlink Fence | | 25 | LF | x | $16.20 | = | $405.00 |
| | 6'-0" Chainlink Fence | | 355 | LF | x | $25.00 | = | $8,875.00 |
| | Gate | | 1 | EA | x | $865.00 | = | $865.00 |
| | Demolition & Removal of Existing Fence | | 1 | LSUM | x | $2,500.00 | = | $2,500.00 |
| *32* | *SUBTOTAL - EXTERIOR IMPROVEMENTS* | | | | | | | **$34,480.00** |

# ENOCH DAVIS YOUTH FARM

GMP CONSTRUCTION BUDGET - 02/09/2024

**COST OF WORK**

| DIV | ITEM | NOTES | UNITS | UOM | | COST | | TOTAL |
|---|---|---|---|---|---|---|---|---|
| | **SUBTOTAL - DIRECT COSTS** | | | | | | | **$371,480.15** |
| | **FEES AND CASCADING COSTS** | | | | | | | |
| | Insurances | | | | | | | |
| 00 | General Liability Insurance | | Direct Costs | | x | 1.00% | = | $3,964.80 |
| 00 | Builder's Risk Insurance (Allowance) | | Direct Costs | | x | 1.00% | = | $3,964.80 |
| | Bonds | | | | | | | |
| 00 | Performance & Payment Bond | | Direct Costs + Insurances + Contingency | | x | 1.25% | = | $5,055.12 |
| | Fees | | | | | | | |
| | Contractor's Fee | | Direct Costs + Insurances + Contingency | | x | 10.50% | = | $41,630.42 |
| | Contingencies | | | | | | | |
| | Contractor's Contingency (Allowance) | | Direct Costs | | x | 6.5% | = | $25,000.00 |
| | Owner Contingency | | 1 | LSUM | x | $20,000.00 | = | $20,000.00 |
| | | | | | | | | **$471,095.29** |

# ASSUMPITIONS & QUALIFICATIONS

**PROJECT:**
ENOCH DAVIS YOUTH FARM
PROJECT NO. 21217-019

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- General conditions are based on 3.5 months of construction. ½ time Project Superintendent and Project Manager.
- City is responsible for all permit costs.
- City is responsible for applying and paying for electrical meter.
- Relocation of existing planters is by St. Pete Youth Farm, in order to install water line to new structure.
- Well and Pump are excluded. Not enough detail provided.
- Proposal includes final grading of site around building. Does not include sodding or seeding.
- No landscaping or irrigation is included or designed.
- Plumbing includes Utility sink shown on North side of structure (on Architectural documents only), supply and sewer connections.
- Coiling roll up doors in lieu of Overhead Doors due to the ceiling fans that conflict with sectional garage doors.
- Fencing includes chain link to setback line on front of property and then steps down to 4' wood fence for front of property. Currently, the City has installed an 8’ vinyl coated fence, with rolling gate, on the East side of the property to remain.
- City is responsible for all ROW permits and fees.

# DRAWING LIST AND SPECIFICATIONS

**PROJECT:**
ENOCH DAVIS YOUTH FARM
PROJECT NO. 21217-019

| # | TITLE | DATE | REVISION # |
|---|---|---|---|
| | **ARCHITECTURAL** | | |
| A0.0 | COVER SHEET | 04/05/23 | 3 |
| A0.1 | PROJECT INFORMATION | 03/25/23 | 3 |
| A1.0 | SITE PLAN | 12/05/23 | 4 |
| A2.0 | FLOOR PLANS & INTERIOR ELEVATIONS | 12/05/23 | 4 |
| A6.0 | ELEVATIONS | 12/05/23 | 4 |
| A7.0 | SECTIONS | 12/05/23 | 4 |
| A10.0 | DETAILS | 03/25/23 | 3 |
| A11.0 | SCHEDULES | 12/05/23 | 4 |
| | **CIVIL** | | |
| C1 | SITE PLAN | 04/05/23 | 3 |
| C2 | GRADING & UTILITY PLAN | 03/25/23 | 3 |
| | **ELECTRICAL** | | |
| E0 | ELECTRICAL LEGEND & SPECIFICATION | 03/25/23 | 3 |
| E1 | PROCESSING BUILDING AND SHED LIGHTING | 03/25/23 | 3 |
| E2 | PROCESSING BUILDING AND SHED POWER PLAN | 03/25/23 | 3 |
| E3 | RISER DIAGRAM & LOAD SUMMARY | 03/25/23 | 3 |
| ES1 | ELECTRICAL SITE PLAN | 03/25/23 | 3 |
| | **MECHANICAL** | | |
| M1.0 | FLOOR PLAN MECHANICAL | 03/25/23 | 3 |
| | **PLUMBING** | | |
| P0.0 | PLUMBING NOTES, DETAILS & SCHEDULES | 12/05/23 | 4 |
| P1.0 | PLUMBING PLANS & RISER DIAGRAMS | 12/05/23 | 4 |
| | **STRUCTURAL** | | |
| S0.0 | GENERAL NOTES | 03/25/23 | 3 |
| S1.0 | FOUNDATION - GROUND, FLOOR, CEILNG, & ROOF FRAMING PLANS | 03/25/23 | 3 |
| S2.0 | FOOTING & MISC, SCHEDULES & DETAILS | 03/25/23 | 3 |
| S3.0 | FOUNDATION SECTION & DETAILS | 03/25/23 | 3 |
| S3.2 | SECTION DETAILS | 03/25/23 | 3 |

# BID TABULATION

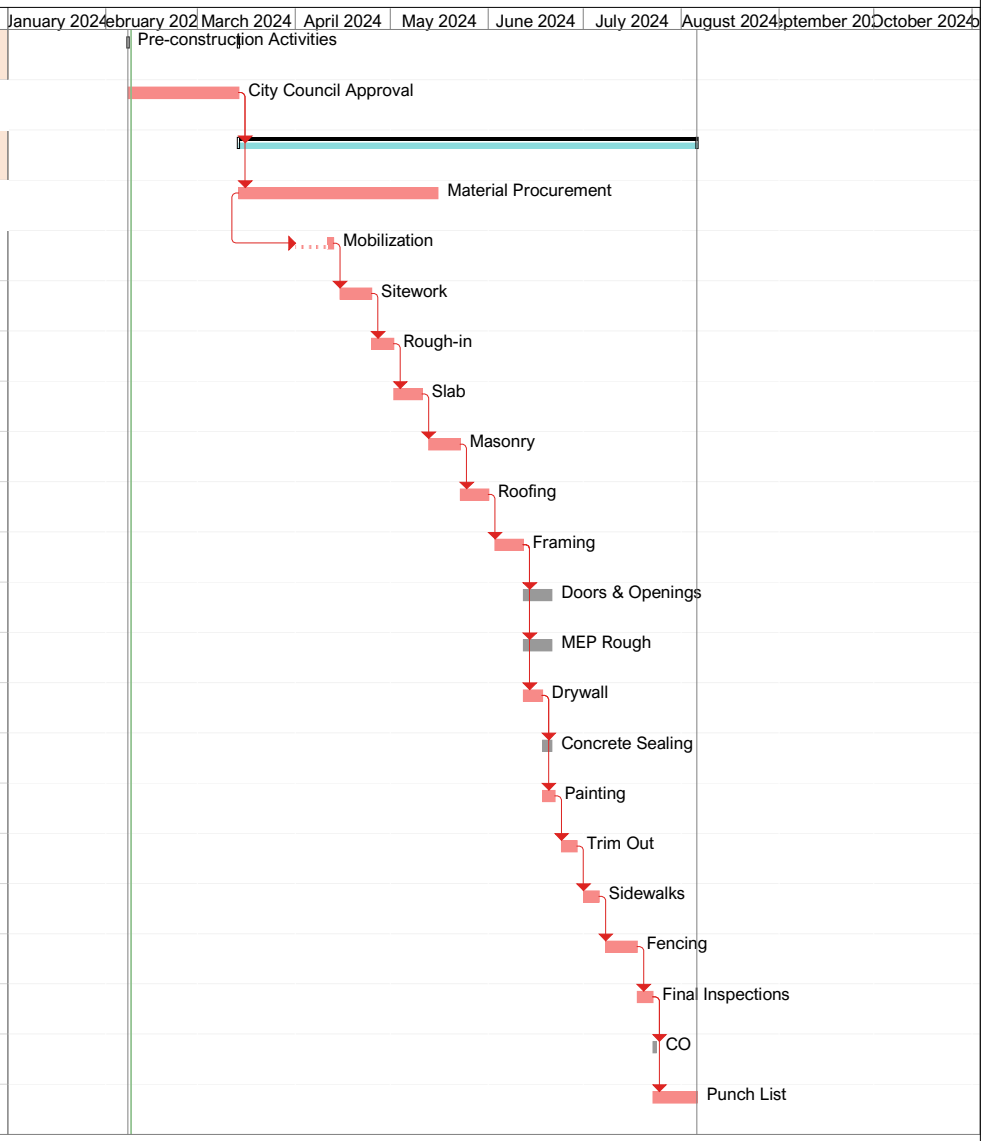
**PROJECT:**
Enoch Davis Youth Farm

| BID ID# | DESCRIPTION / BIDDER | BASE BID | SBE/MBE | QUALIFIERS/NOTES |
|---|---|---|---|---|
| 3 | **CONCRETE & MASONRY** | | | |
| | Commercial Concrete Contracting | $59,996.00 | No | |
| | ASAP Shell Contracting | $35,993.00 | No | *Excludes Site Concrete* |
| | BWG Concrete | | No | *No Reponse* |
| | Professional Concrete Services | | Yes | *No Response* |
| | Dank Construction & Concrete, Inc. | | Yes | *Not Interested* |
| 6 | **ROUGH FRAMING** | | | |
| | F&S Frame & Trim, LLC | $20,965.00 | No | |
| 7 | **ROOFING** | | | |
| | Anchor Roofing | $4,550.00 | Yes | |
| | Arry's Roofing | $6,054.00 | No | |
| | McMullen Roofing, Inc. | | Yes | *No Response* |
| | Mitchel Roof Systems, LLC | | No | *No Response* |
| | Reggie Reed Roofing | | Yes | *No Response* |
| 7 | **GUTTER SYSTEMS** | | | |
| | The Gutter Company | | | |
| 8 | **FRAMES, DOORS & HARDWARE** | | | |
| | Cardinal Door (IOS) | $6,959.08 | No | |
| | Integrated Openings Solutions | | No | *No Response* |
| 8 | **OVERHEAD DOORS** | | | |
| | D&D Garage Door | $3,905.04 | No | |
| | Banko Overhead Doors, Inc. | | No | *No Response* |
| | Stolze Door Company, Inc. | | Yes | *No Response* |
| 9 | **PAINTING** | | | |
| | Precision Painting Group, Inc. | $5,600.00 | No | |
| | Wintergreen Construction Services | | No | *No Response* |
| | Federico's Painting Corp | | Yes | *No Response* |
| | Ganster and Company | | Yes | *No Response* |
| 9 | **DRYWALL & FRAMING** | | | |
| | Ticket Work | | | |
| 22 | **PLUMBING** | | | |
| | Pasadena Plumbing | $25,554.00 | No | |
| | RP Plumbing Services | | No | *No Response* |
| | Feddon Mechanical, Inc. | | Yes | *No Response* |
| 23 | **ELECTRICAL** | | | |
| | JDP Electric | $66,436.00 | Yes | |
| | Everingham Electrical | | Yes | *Not Interested* |
| | Everything Electric | | Yes | *No Response* |
| | Commercial Electrical | | No | *Not Interested* |
| | Florida Electrical Services | | No | *Not Interested* |
| | Woike Electric LLC | | No | *Not Interested* |
| 32 | **SITEWORK & UTILITIES** | | | |
| | K&B Sitework | $47,340.00 | No | |
| 32 | **FENCING** | | | |
| | Superior Fence & Rail, Inc. | | No | *No Response* |
| | West Coast Fence of Tampa, Inc. | | Yes | *Not Interested* |

# Enoch Davis Youth Farm

Project No. 21217-019

| ID | Task Name | Duration | Start | Finish | Predecessors |
|---|---|---|---|---|---|
| 1 | **Pre-construction Activities** | **25 days** | **Thu 2/8/24** | **Wed 3/13/24** | |
| 2 | | | | | |
| 3 | **Construction Acitivities** | **103 days** | **Thu 3/14/24** | **Mon 8/5/24** | **2** |
| 4 | | | | | |
| 5 | Mobilization | 2 days | Mon 4/1/24 | Fri 4/12/24 | 4SS+20 days |
| 6 | Sitework | 8 days | Mon 4/15/24 | Wed 4/24/24 | 5 |
| 7 | Rough-in | 5 days | Thu 4/25/24 | Wed 5/1/24 | 6 |
| 8 | Slab | 7 days | Thu 5/2/24 | Fri 5/10/24 | 7 |
| 9 | Masonry | 8 days | Mon 5/13/24 | Wed 5/22/24 | 8 |
| 10 | Roofing | 7 days | Thu 5/23/24 | Fri 5/31/24 | 9 |
| 11 | Framing | 7 days | Mon 6/3/24 | Tue 6/11/24 | 10 |
| 12 | Doors & Openings | 7 days | Wed 6/12/24 | Thu 6/20/24 | 11 |
| 13 | MEP Rough | 7 days | Wed 6/12/24 | Thu 6/20/24 | 11 |
| 14 | Drywall | 4 days | Wed 6/12/24 | Mon 6/17/24 | 11 |
| 15 | Concrete Sealing | 3 days | Tue 6/18/24 | Thu 6/20/24 | 14 |
| 16 | Painting | 4 days | Tue 6/18/24 | Fri 6/21/24 | 14 |
| 17 | Trim Out | 5 days | Mon 6/24/24 | Fri 6/28/24 | 16 |
| 18 | Sidewalks | 5 days | Mon 7/1/24 | Fri 7/5/24 | 17 |
| 19 | Fencing | 8 days | Mon 7/8/24 | Wed 7/17/24 | 18 |
| 20 | Final Inspections | 3 days | Thu 7/18/24 | Mon 7/22/24 | 19 |
| 21 | CO | 1 day | Tue 7/23/24 | Tue 7/23/24 | 20 |
| 22 | Punch List | 2 wks | Tue 7/23/24 | Mon 8/5/24 | 20 |



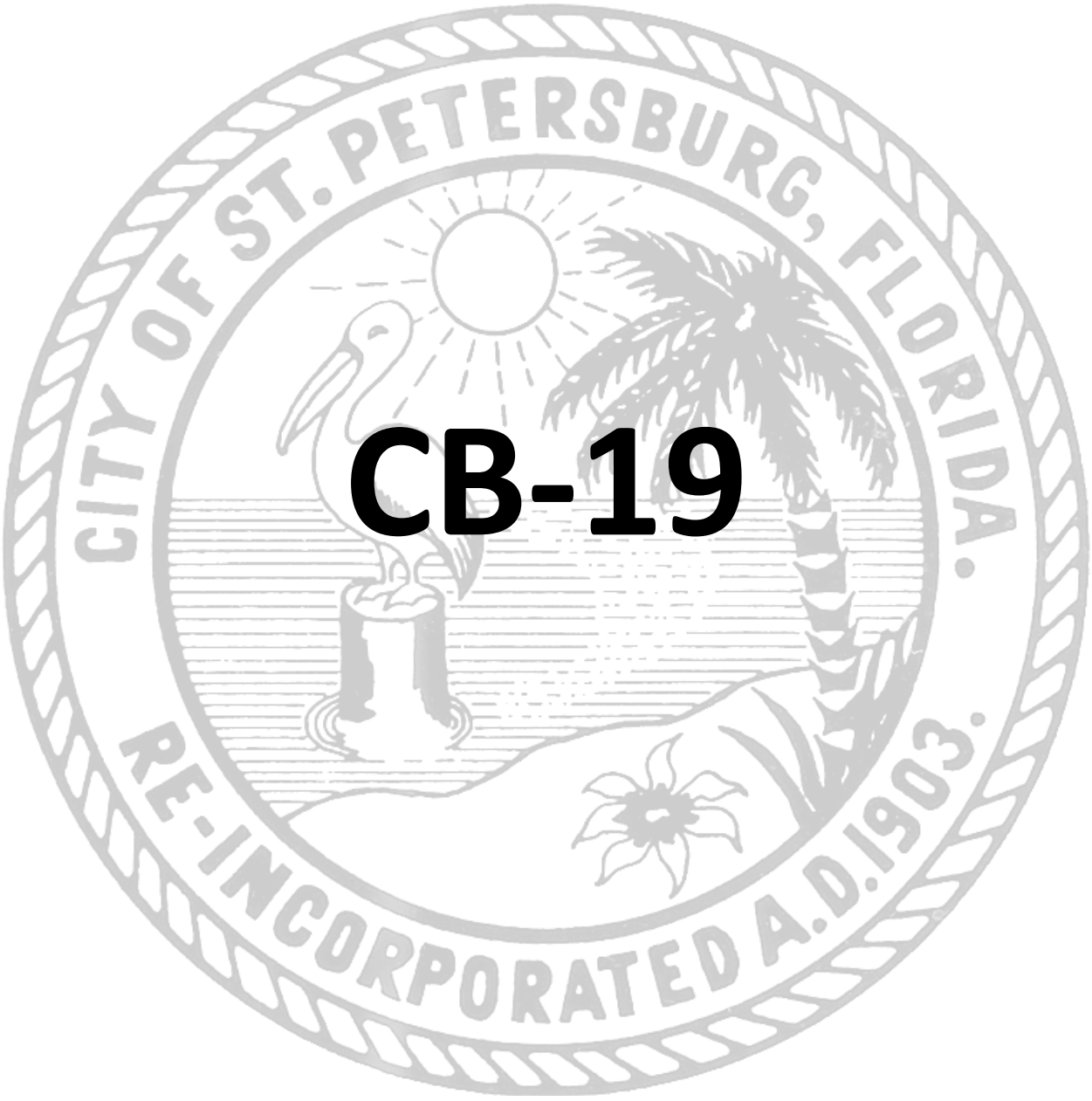
| | | |
|---|---|---|
| -- City of St. Petersburg Authorization Request --<br>**General Authorization** | | **Request #**<br>260872 |

| | | | | | |
|---|---|---|---|---|---|
| Name: | Johnson, Sarah B | Request Date: | 06-MAR-2024 | Status: | APPROVED |

| **Authorization Request** | |
|---|---|
| Subject: | Council Approval - 3/21 |
| Message: | 21217-019 - WJ Create - Enoch Davis - CMAN GMP |
| Supporting Documentation: | WJ Create - Enoch Davis - CMAN GMP - Final.pdf |

| | Approver | Completed By | Response | Response Date | Type |
|---|---|---|---|---|---|
| 0 | Johnson, Sarah B | | SUBMITTED | 06-MAR-2024 | |
| 1 | Prayman, Brejesh B | Prayman, Brejesh B | APPROVE | 06-MAR-2024 | User Defined |
| 2 | Wahl, Margaret Brown | Wahl, Margaret Brown | APPROVE | 07-MAR-2024 | User Defined |
| 3 | Tankersley, Claude Duval | Tankersley, Claude Duval | APPROVE | 07-MAR-2024 | User Defined |

The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 22-01-AEC/W(A), as revised, to the architect/engineering agreement between the City of St. Petersburg, Florida and AECOM Technical Services, Inc. ("A/E") dated August 5, 2021 for A/E to provide continued project management, construction administration, construction engineering, and construction observation services related to the 22nd Ave. S. Sidewalk Improvements from 49th St. S. to 34th St. S. - Utility Adjustments Project in an amount not to exceed $76,127.92; providing that the total Task Order, as revised and amended, shall not exceed $141,324.06 (ECID Project No. 22076-111; Oracle No. 19013); and providing an effective date.
Please scroll down to view the backup material.




# CB-19

**ST. PETERSBURG CITY COUNCIL**

**Consent Agenda**

Meeting of March 21, 2024

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

**SUBJECT:** A Resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 22-01-AEC/W(A), as revised, to the architect/engineering agreement between the City of St. Petersburg, Florida and AECOM Technical Services, Inc. ("A/E") dated August 5, 2021 for A/E to provide continued project management, construction administration, construction engineering, and construction observation services related to the 22nd Ave. S. Sidewalk Improvements from 49th St. S. to 34th St. S. - Utility Adjustments Project in an amount not to exceed $76,127.92; providing that the total Task Order, as revised and amended, shall not exceed $141,324.06 (ECID Project No. 22076-111; Oracle No. 19013); and providing an effective date.

**EXPLANATION:** The Engineering & Capital Improvements Department ("ECID") coordinated with Pinellas County to implement improvements along 22nd Avenue S from 49th Street to 34th Street. These improvements include stormwater, roadway and pedestrian safety improvements.

*As part of these improvements, City utilities were required to be relocated.*

On August 5, 2021, the City of St. Petersburg, Florida ("City") and AECOM Technical Services, Inc. ("A/E") entered into an architect/engineering agreement for A/E to provide miscellaneous professional services for Potable Water, Wastewater and Reclaimed Water Projects.

On March 24, 2022, Administration approved Task Order No. 22-01-AEC/W(A) in the amount of $65,196.14 which provided for professional engineering services including but not limited to project management, design, permitting and bidding phase services. This Task Order included a $10,000 allowance to be authorized if any unforeseen conditions are experienced while performing the work.

On July 1, 2022, Administration approved Revision No. 1 to Task Order No. 22-01-AEC/W(A) in the amount of $10,000, from the previously approved allowance which provided for professional engineering services including but not limited to additional project management, design and permitting services.

Amendment No. 1 to Task Order No. 22-01-AEC/W(A) in the amount of $76,127.92 shall provide professional engineering services including but not limited to additional project management, construction administration and engineering. This Amendment includes a $10,000 allowance to be authorized if any unforeseen conditions are experienced while performing the work.

Task Order No. 22-01-AEC/W(A), Revision No. 1and Amendment No. 1 include the following phases and associated not to exceed costs respectively:

| | | Approved | Authorized |
|---|---|---|---|
| Task Order | Project Management | $ 8,232.89 | $ 8,232.89 |
| | 30% Design | $ 14,767.42 | $ 14,767.42 |

| | | | | | |
|---|---|---|---|---|---|
| | 90% Design | $ | 13,480.06 | $ | 13,480.06 |
| | Final Design | $ | 5,431.01 | $ | 5,431.01 |
| | Permitting | $ | 3,945.32 | $ | 3,945.32 |
| | Bidding Services | $ | 9,339.44 | $ | 9,339.44 |
| | Allowance | $ | 10,000.00 | | |
| Revision | Additional Project Management, Design & Permitting Services | | | $ | 10,000.00 |
| Amendment No. 1 | Project Management | $ | 11,048.00 | | |
| | Construction Administration | $ | 19,182.70 | | |
| | Construction Engineering | $ | 24,180.90 | | |
| | Construction Observation | $ | 11,716.32 | | |
| | Allowance | $ | 10,000.00 | | |
| | **Total** | **$** | **141,324.06** | **$** | **65,196.14** |

*Contractor costs for the improvements have been previously approved by City Council as part of a Joint Project Agreement with Pinellas County.*

*While no additional remediation is anticipated, this does resolve any unforeseen site conditions which may exceed the allowance thresholds.*

**RECOMMENDATION:** Administration recommends authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 22-01-AEC/W(A), as revised, to the architect/engineering agreement between the City of St. Petersburg, Florida and AECOM Technical Services, Inc. ("A/E") dated August 5, 2021 for A/E to provide continued project management, construction administration, construction engineering, and construction observation services related to the 22nd Ave. S. Sidewalk Improvements from 49th St. S. to 34th St. S. - Utility Adjustments Project in an amount not to exceed $76,127.92; providing that the total Task Order, as revised and amended, shall not exceed $141,324.06 (ECID Project No. 22076-111; Oracle No. 19013); and providing an effective date.

**COST/FUNDING/ASSESSMENT INFORMATION:** Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003) DIS 22nd Ave S 34th to 49th St Project (19013)

**ATTACHMENTS:** Resolution
Amendment No. 1 to Task Order No. 22-01-AEC/W(A)

RESOLUTION 2024-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO. 22-01-AEC/W(A), AS REVISED, TO THE ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND AECOM TECHNICAL SERVICES, INC. ("A/E") DATED AUGUST 5, 2021 FOR A/E TO PROVIDE CONTINUED PROJECT MANAGEMENT, CONSTRUCTION ADMINISTRATION, CONSTRUCTION ENGINEERING, AND CONSTRUCTION OBSERVATION SERVICES RELATED TO THE 22ND AVE. S. SIDEWALK IMPROVEMENTS FROM 49TH ST. S. TO 34TH ST. S. - UTILITY ADJUSTMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $76,127.92; PROVIDING THAT THE TOTAL TASK ORDER, AS REVISED AND AMENDED, SHALL NOT EXCEED $141,324.06 (ECID PROJECT NO. 22076-111; ORACLE NO. 19013); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and AECOM Technical Services, Inc. ("A/E") executed an architect/engineering agreement on August 5, 2021 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 professional services for Potable Water, Wastewater and Reclaimed Water Projects; and

WHEREAS, on March 24, 2022, Administration approved Task Order No. 22-01-AEC/W(A) ("Task Order") for A/E to provide project management, design, permitting and bidding phase services related to the 22nd Ave. S. Sidewalk Improvements from 49th St. S. to 34th St. S. - Utility Adjustments Project ("Project") in an amount not to exceed $65,196.14, which amount included a $10,000 allowance; and

WHEREAS, on July 1, 2022, Administration approved Revision No. 1 to the Task Order for A/E to provide additional project management and additional design and permitting services related to the Project in an amount not to exceed $10,000 (from the allowance); and

WHEREAS, Administration desires to issue Amendment No. 1 to the Task Order, as revised, for A/E to provide continued project management, construction administration, construction engineering, and construction observation services related to the Project in an amount not to exceed $76,127.92, which amount includes an $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 Amendment No. 1 to Task Order No. 22-01-AEC/W(A), as revised, to the architect/engineering agreement between the City of St. Petersburg, Florida and AECOM Technical Services, Inc. ("A/E") dated August 5, 2021 for A/E to provide continued project management, construction administration, construction engineering and construction observation services related to the 22nd Ave. S. Sidewalk Improvements from 49th St. S. to 34th St. S. - Utility Adjustments Project in an amount not to exceed $76,127.92.

BE IT FURTHER RESOLVED that the total Task Order, as revised and amended, shall not exceed $141,324.06.

This resolution shall become effective immediately upon its adoption.

LEGAL:

00730448

DEPARTMENT:

**MEMORANDUM**

CITY OF ST. PETERSBURG

Engineering and Capital Improvements Department

**DATE:** March 21, 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: AECOM Technical Services, Inc.
Amendment No. 1 to Task Order 22-01-AEC/W(A) in the amount of $76,127.92

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This memorandum is to provide information pursuant to City Council Policy and Procedures Manual, Chapter 3, Section I(F.) for agenda package information.

1. Summary of Reasons for Selection

   The project involves design, permitting and construction phase services administration for roadway utilities relocation.

   AECOM, Inc. has satisfactorily completed design, permitting, and bidding services for the utilities relocation along 22nd Avenue S from 49th Street to 34th Street. This work is a continuation of the construction services portion of the project.

   AECOM, Inc. has satisfactorily completed similar work under pervious A/E Annual Master Agreements in 2021 and is familiar with the City Standards.

   AECOM, Inc. has significant experience in the design, permitting and construction phase activities of utilities relocation.

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

2. Transaction Report listing current work – See Attachment A

# ATTACHMENT A

**Transaction Report**
**for**
**AECOM Technicial Services, Inc.**
**Miscellaneous Professional Services for Potable Water, Wastewater & Reclaimed Water Projects**
**A/E Agreement Effective - August 5, 2021**
**A/E Agreement Expiration - August 30, 2025**

| Task Order No. | Project No. | Project Title | NTP Issued | Authorized Amount |
|---|---|---|---|---|
| 01 | 22076-111 | 22nd Ave S Sidewalk Imps - 49th to 34th | 03/24/22 | 55,196.14 |
| | | Revision No. 1 | 07/01/22 | 10,000.00 |
| | | **Amendment No. 1** | **Pending** | |
| 02 | 20028-121 | Oberly Influent Tank 48-Inch Valve Replacement Tanks 2-3-4 | 11/03/22 | 18,123.81 |
| 03 | 23139-100 | 116th Circle N Reclaimed Water Main Location | 06/09/23 | 59,064.68 |
| 04 | 24108-130 | Yacht Club Estates Reclaim Replacement | 12/27/23 | 159,961.99 |
| 05 | TBD | 71st St N Roadway Imps Utility Relocation | Pending | |
| 06 | 23156-100 | Lellman's Creek Crossing Replacement of 48"TM | Pending | |
| | | | Total: | 302,346.62 |

AMENDMENT NO. 1 TO TASK ORDER NO. 22-01-AEC/W(A)
22nd AVENUE SOUTH SIDEWALK IMPROVEMENTS FROM 49TH STREET TO 34TH STREET – UTILITY ADJUSTMENTS
MISCELLANEOUS PROFFESIONAL SERVICES FOR POTABLE WATER WASTEWATER AND RECLAIMED WATER PROJECTS
CITY PROJECT NO. 22076-111

This Amendment No. 1 to Task Order No. 22-01-AEC/W(A) is made and entered into this _____ day of _____, 2024, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR POTABLE WATER, WASTEWATER AND RECLAIMED WATER PROJECTS dated August 5, 2021 ("Agreement"), as amended, between AECOM Technical Services, Inc. ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

## I. DESCRIPTION OF PROJECT

The City, under the above initial Task Order, authorized the A/E to prepare utility relocation plans and specifications for the relocation of existing utilities along 22nd Avenue South from 49th Street to 34th Street to accommodate the Pinellas County proposed stormwater drainage system, roadway, and sidewalk improvements. Once bidding is completed, construction services will be required by the City.

This Amendment to the original Task Order authorizes the A/E to provide construction administration, engineering and observation services during the construction phase as outlined below.

## II. SCOPE OF SERVICES

### Task 1 - Project Management – Continued Services

A/E will continue to provide project management services during the construction phase. The construction phase will be setup in the A/E project management system. Prepare monthly invoices as required, as well as maintain general correspondence with the City, County, Regulatory Agencies, and the Contractor.

### Task 7 – Construction Administration Services

- **Preconstruction Conference:** A/E will attend the pre-construction conference with the successful Contractor selected by the County and City Staff. A/E will review project requirements including scope, submittals, project coordination communications and schedule. Meeting minutes will be prepared and distributed to the City.
- **Progress Meetings:** If requested by the City, A/E will attend up to 16 monthly progress of construction meetings with the City, County and Contractor to review project status including progress of construction, schedule, submittals, Change

Orders and RFI's as needed. Meeting minutes will be prepared and distributed to the City.

- **Public Outreach Support.** A/E will attend up to two (2) Public Outreach Meeting at a location to be determined by the City. A/E will provide technical support answering questions. The City will facilitate the meeting. A/E will support the meeting as required.

**Task 8 – Construction Engineering Services**

- **Submittal Review:** A/E will review up to 30 Contractor Submittals including shop drawings, manuals, product descriptions and substitutions for compliance with Contract Documents. A/E will coordinate the shop drawing review process and maintain a Submittal Log. Reviewed submittals will be distributed to the Contactor and the City.
- **Requests for Information (RFI's):** A/E will review and respond to Contactor's RFI's. An RFI log will be maintained.
- **Water Main Clearance and Force Main Completion:** A/E will prepare and submit the appropriate partial and final clearances, FDEP Forms 62-555.900(9), and 62-604.300(8)(b) and supporting documentation to the FDEP requesting the new water mains be placed into service and notifying of completion of construction of a domestic wastewater collection/transmission system.
- **Record Drawings:** A/E will prepare Record Drawings of the new construction improvements including northing, easting, and elevation of top of pipe at 100-foot intervals, pipe fittings, valves and air release valves based on Contractor supplied as-built survey and marked-up drawings that have been reviewed and approved by the City's Resident Inspector.

**Task 9 – Construction Observation Services**

A/E will conduct site visits as requested by the City, provide limited, part-time on-site construction activities observation of the utilities relocation work over the anticipated construction time of twelve (16) months to observe the work is conducted in accordance with Contract Documents. A construction observation report of activities will be developed with each visit and distributed to the City. Monthly visits including Substantial and Final Completion are anticipated.

## III. SCHEDULE

The work in this Task Order shall begin no later than 10 days from Notice to Proceed (NTP). A 16 month construction schedule is anticipated with two (2) additional months allowed for close out documents including Record Drawings for an 18 month construction and close out schedule.

| | Months from NTP |
|---|---|
| Task 1 – Project Management | 18 |
| Task 7 – Limited Construction Administration Services | 16 |

| | |
|---|---|
| Task 8 – Limited Construction Engineering Services | 18 |
| Task 9 – Limited Construction Observation Services | 16 |

## IV. A/E'S RESPONSIBILITIES

The A/E will provide the additional services outlined in Section II of this Amendment No. 1 including project management activities and services in accordance with the schedule established herein.

## V. CITY'S RESPONSIBILITIES

The City's responsibilities remain the same as in the original Task Order. Additional responsibilities are as follows:

- The City will provide a full-time qualified Resident Inspector, who is experience with the proposed work for the entire course of construction activities to provide daily observation and inspection services, daily reports and to confirm quantities.
- The City will provide all construction administration and management, as well as coordination with the City Resident Inspector, the Contractor and any adjoining projects on a daily basis.
- The City will certify FDEP form 62-555.900(9) requesting clearance and form 62-604.300(8)(b) indicating construction completion and that the project has been constructed in accordance with permitted Contract Documents.
- The City will organize, administer, and coordinate the public outreach meeting and its advertisement.
- The City will administer the pre-construction and progress meetings and distribute the meeting minutes.
- The City will schedule and administer the substantial and final completion walkthroughs, develop, and distribute the resulting punch lists.
- The City will review and approve Contractor Pay Applications.

## VI. DELIVERABLES

**Task 6 – Limited Construction Administration** – Prepare and submit Preconstruction Conference and progress reports as required, invoices, review construction logs and schedule. Attend and support a maximum of two public outreach meeting.

**Task 7 – Limited Construction Engineering** – Review and respond to Shop Drawing Submittals and RFIs. Prepare and submit water main clearances, FDEP form 62-555.900(9) and FM construction completion 62-604.300(8)(b). The City will sign and seal the form certifying that the project was completed in accordance with permitted Contact Documents. Prepare and submit one electronic copy of the Record Drawings. Record Drawings will be provided 30 days after receiving red lines from the Contractor. Two (2) months have been included in the schedule for receiving and preparing Record Drawings for a total of 18 months.

**Task 8 – Limited Construction Observation Services** – Provide an observation report for each site visit. Provide a Substantial Completion punch list.

## VII. A/E'S COMPENSATION

The A/E was authorized the lump sum amount of $55,196.14 under the original Task Order for Tasks 1 through 5 (a separate additional Allowance of $10,000 was not authorized).

Revision No. 1 to the Task Order authorized the A/E the lump sum amount of $10,000 (from the Allowance) for additional services to Tasks 1 and 4.

For this Amendment No. 1, the City shall compensate the A/E the lump sum amount of **$66,127.92** for continued services to Task 1, and Tasks 7, 8 and 9.

Amendment No. 1 to the Task Order establishes an additional Allowance 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 for Amendment No. 1 is **$76,127.92**, per Attachment 1 to Appendix A.

The total authorized Task Order amount including Revision No. 1 and Amendment No. 1 shall not exceed $131,324.06.

## VIII. PROJECT TEAM

Prime Consultant - AECOM Technical Services, Inc.

## IX. MISCELLANEOUS

In the event of a conflict between this Amendment No. 1 to Task Order No. 22-01-AEC/W(A) and the Agreement, the Agreement shall prevail.

**IN WITNESS WHEREOF** the Parties have caused this Amendment No. 1 to Task Order No. 21-01-AEC/W(A) to be executed by their duly authorized representatives on the day and date first above written.

**ATTEST**

By: _____
Chandrahasa Srinivasa
City Clerk

(SEAL)

APPROVED AS TO FORM FOR CONSISTENCY
WITH THE STANDARD TASK ORDER.
NO OPINION OR APPROVAL OF THE SCOPE
OF SERVICES IS BEING RENDERED BY
THE CITY ATTORNEY'S OFFICE

By: _____
City Attorney (Designee)

**CITY OF ST. PETERSBURG, FLORIDA**

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

**AECOM Technical Services, Inc.**
(Company Name)

By: _____
(Authorized Signatory)

David Wilcox, AVP
(Printed Name and Title)

Date: 1-31-2024

**WITNESSES:**

By: _____
(Signature)

ZEIN HAYEK
(Printed Name)

By: _____
(Signature)

Stephanie Paredes
(Printed Name)

**ATTACHMENT 1 TO APPENDIX A**
**Work Task Breakdown**
**City of St. Petersburg**
**22nd Ave South Sidewalk Improvements from 49th Street to 34th Street**
**Project No. 22076-111**

## I. Manpower Estimate: All Tasks

| | Direct Labor Rates Classifications | VP/Principal (QA/QC) | Project Manager | Engineer III | Senior Designer | Administrative Assistant | Total Hours | Labor Cost |
|---|---|---|---|---|---|---|---|---|
| | Direct Salary | $ 95.00 | $ 68.00 | $ 48.00 | $ 48.00 | $ 32.00 | | |
| | Multiplier 2.65 | $ 157.05 | $ 112.42 | $ 79.35 | $ 79.35 | $ 52.90 | | |
| | Billing Rates[1] | $ 252.05 | $ 180.42 | $ 127.35 | $ 127.35 | $ 84.90 | | |
| | TASK | | | | | | | |
| 1 | Project Management | 4 | 50 | 0 | 0 | 12 | 66 | $ 11,048.00 |
| 7 | Construction Administration Services | 2 | 80 | 24 | 8 | 2 | 116 | $ 19,182.70 |
| 8 | Construction Engineering Services | 6 | 40 | 80 | 40 | 2 | 168 | $ 24,180.90 |
| 9 | Construction Observation Services | 0 | 16 | 60 | 8 | 2 | 86 | $ 11,716.32 |
| | Totals | 12 | 186 | 164 | 56 | 18 | 436 | $ 66,127.92 |

## II. Fee Calculation

| Task | Labor Cost | Expenses[2] | Subconsultant Services | Mark-up on Subconsultant Services[3] | Total Cost Without Allowance |
|---|---|---|---|---|---|
| 1 | $11,048.00 | $0.00 | $0.00 | $0.00 | $11,048.00 |
| 7 | $19,182.70 | $0.00 | $0.00 | $0.00 | $19,182.70 |
| 8 | $24,180.90 | $0.00 | $0.00 | $0.00 | $24,180.90 |
| 9 | $11,716.32 | $0.00 | $0.00 | $0.00 | $11,716.32 |
| Total | $66,127.92 | $0.00 | $0.00 | $0.00 | $66,127.92 |

## III. Fee Limit

| | |
|---|---|
| **Lump Sum Cost** | $66,127.92 |
| **Allowance[4]** | $10,000.00 |
| **Total:** | **$76,127.92** |

## IV. Notes:

1. Multiplier (per contract).
2. Includes expenses for: NA
3. Includes 5.0% percent markup of SUBCONSULTANT (per contract).
4. Allowance to be used only upon City's written authorization.

| | | Request # |
|---|---|---|
| st.petersburg www.stpete.org | -- City of St. Petersburg Authorization Request --<br>**General Authorization** | 260800 |

| Name: | Johnson, Sarah B | Request Date: | 06-MAR-2024 | Status: | APPROVED |
|---|---|---|---|---|---|

| Authorization Request | |
|---|---|
| Subject: | Council Approval - 3/21 |
| Message: | 22076-111 - AECOM - 22nd Ave South Roadway Imps - Task Order |
| Supporting Documentation: | AECOM - 22nd Ave South Roadway Imps - Task Order - Final.pdf |

| | Approver | Completed By | Response | Response Date | Type |
|---|---|---|---|---|---|
| 0 | Johnson, Sarah B | | SUBMITTED | 06-MAR-2024 | |
| 1 | Prayman, Brejesh B | Prayman, Brejesh B | APPROVE | 06-MAR-2024 | User Defined |
| 2 | Wahl, Margaret Brown | Wahl, Margaret Brown | APPROVE | 07-MAR-2024 | User Defined |
| 3 | Tankersley, Claude Duval | Tankersley, Claude Duval | APPROVE | 07-MAR-2024 | User Defined |

The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to execute Task Order No. 21-12-JACOBS/W(S) ("Task Order") to the architect/engineering agreement dated October 14, 2021 between the City of St. Petersburg, Florida and Jacobs Engineering Group Inc. ("A/E") for A/E to (i) perform an inflow and infiltration evaluation and basin prioritization and (ii) update and calibrate the city's collection system model for the Inflow and Infiltration Evaluation and Model Calibration Project in an amount not to exceed $395,618.08 (ECID Project No. 24134-130) and providing an effective date.
Please scroll down to view the backup material.

# CB-20

**ST. PETERSBURG CITY COUNCIL**

**Consent Agenda**

Meeting of March 21, 2024

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

**SUBJECT**: A Resolution authorizing the Mayor or his designee to execute Task Order No. 21-12-JACOBS/W(S) ("Task Order") to the architect/engineering agreement dated October 14, 2021 between the City of St. Petersburg, Florida and Jacobs Engineering Group Inc. ("A/E") for A/E to (i) perform an inflow and infiltration evaluation and basin prioritization and (ii) update and calibrate the city's collection system model for the Inflow and Infiltration Evaluation and Model Calibration Project in an amount not to exceed $395,618.08 (ECID Project No. 24134-130) and providing an effective date.

**EXPLANATION:** The City has requested technical support from A/E in assisting the City with Inflow and Infiltration ("I/I") evaluation and basin prioritization and calibration of the City's hydrologic and hydraulic InfoWorks Integrated Catchment Modeling ("ICM") collection system model.

The City's current collection system model was developed under Phase 1 of the Wet Weather Overflow Mitigation Program ("WWOMP"). This model was built using the City's sewer system GIS data at the time of the project as the basis of the model network and was calibrated and validated to flow monitoring data collected in 2016 and 2017. The model was calibrated to three wet weather events in 2017 (a wetter than average year) and validated to two events in 2016, one of which being Tropical Storm Hermine. As a result, the calibrated flow parameters in the current model represent a wetter than normal condition. The model updates to be performed under this project are intended to resolve discrepancies in the modeled sewer infrastructure and represent a more typical flow condition.

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

Task Order No. 21-12-JACOBS/W(S) in the amount of $395,618.08 shall provide professional engineering services including but not limited to performing an I/I evaluation of 70 metersheds using rainfall and flow monitoring data collected by the City. The results of the I/I evaluation will be used to rank the basins to prioritize the City's sewer rehabilitation efforts and for the model updates and calibration.

Task Order No. 21-12-JACOBS/W(S) includes the following phases and associated not to exceed costs respectively:

| | |
|---|---|
| I/I Evaluation and Basin Prioritization | $144,798.27 |
| Model Update and Calibration | $250,819.81 |
| **Total** | **$395,618.08** |

**RECOMMENDATION:** Administration recommends authorizing the Mayor or his designee to execute Task Order No. 21-12-JACOBS/W(S) ("Task Order") to the architect/engineering agreement dated October 14, 2021 between the City of St. Petersburg, Florida and Jacobs Engineering Group Inc. ("A/E") for A/E to (i) perform an inflow and infiltration evaluation and basin prioritization and (ii) update and calibrate the city's collection system model for the Inflow and Infiltration Evaluation and Model Calibration Project in an amount not to exceed $395,618.08 (ECID Project No. 24134-130) and providing an effective date.

**COST/FUNDING/ASSESSMENT INFORMATION:** Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), SAN Model Calibration FY24 Project (20122).

**ATTACHMENTS:** Resolution
Task Order No. 21-12-JACOBS/W(S)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 21-12-JACOBS/W(S) ("TASK ORDER") TO THE ARCHITECT/ENGINEERING AGREEMENT DATED OCTOBER 14, 2021 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND JACOBS ENGINEERING GROUP INC. ("A/E") FOR A/E TO (I) PERFORM AN INFLOW AND INFILTRATION EVALUATION AND BASIN PRIORITIZATION AND (II) UPDATE AND CALIBRATE THE CITY'S COLLECTION SYSTEM MODEL FOR THE INFLOW AND INFILTRATION EVALUATION AND MODEL CALIBRATION PROJECT IN AN AMOUNT NOT TO EXCEED $395,618.08 (ECID PROJECT NO. 24134-130); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and Jacobs Engineering Group Inc. ("A/E") executed an architect/engineering agreement on October 14, 2021 for A/E to provide professional planning and study activities on a continuing basis related to miscellaneous Potable Water, Wastewater, and Reclaimed Water Projects; and

WHEREAS, Administration desires to issue Task Order No. 21-12-JACOBS/W(S) for A/E to (i) perform an inflow and infiltration evaluation and basin prioritization and (ii) update and calibrate the City's collection system model for the Inflow and Infiltration Evaluation and Model Calibration Project in an amount not to exceed $395,618.08.

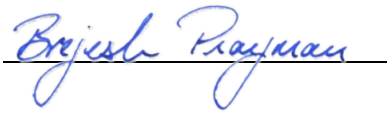
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor or his designee is hereby authorized to execute Task Order No. 21-12-JACOBS/W(S) ("Task Order") to the architect/engineering agreement dated October 14, 2021 between the City of St. Petersburg, Florida and Jacobs Engineering Group Inc. ("A/E") for A/E to (i) perform an inflow and infiltration evaluation and basin prioritization and (ii) update and calibrate the City's collection system model for the Inflow and Infiltration Evaluation and Model Calibration Project in an amount not to exceed $395,618.08 (ECID Project No. 24134-130).

This resolution shall become effective immediately upon its adoption.

LEGAL:

00725088

DEPARTMENT:



TASK ORDER NO. 21-12-JACOBS/W(S)
INFLOW AND INFILTRATION EVALUATION AND MODEL CALIBRATION
MISCELLANEOUS PROFESSIONAL SERVICES FOR POTABLE, WASTEWATER,
AND RECLAIMED WATER PROJECTS
CITY PROJECT NO. 23134-130

This Task Order No. 21-12-JACOBS/W(S) is made and entered into this ___ day of _____, 2024, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR POTABLE, WASTEWATER AND RECLAIMED WATER PROJECTS dated October 14, 2021 ("Agreement S") between Jacobs Engineering Group, Inc. ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

## I. DESCRIPTION OF PROJECT

The City has requested technical support from A/E in assisting the City with Inflow and Infiltration (I/I) evaluation and basin prioritization and calibration of the City's hydrologic and hydraulic InfoWorks ICM collection system model.

Under Task 1 of the Rainflow Derived Inflow and Infiltration (RDII) Program Development project, a review of recent flow monitoring data collected throughout the City was performed. Jacobs reviewed several years of rainfall and flow monitoring data collected by the City to provide a high-level assessment of data availability and suitability for I/I characterization and basin prioritization. As a result of the flow data assessment, 2020 was selected for further analysis due to the number and variation of rainfall events, total rainfall volume, number of flow monitors installed and collecting data, and the amount of sewer rehabilitation that had been performed throughout the City at that time. For 2020, 64 of the 70 flow monitoring locations exhibited data suitable for I/I analysis. Based on these results, Jacobs recommended moving forward with I/I characterization and basin prioritization using the 2020 rainfall and flow monitoring data.

The City's current collection system model was developed under Phase 1 of the Wet Weather Overflow Mitigation Program (WWOMP). This model was built using the City's sewer geographic information system (GIS) data at the time of the project as the basis of the model network and was calibrated and validated to flow monitoring data collected in 2016 and 2017. The model was calibrated to three wet weather events in 2017 (a wetter than average year) and validated to two events in 2016, one of which being Tropical Storm Hermine. As a result, the calibrated flow parameters in the current model represent a wetter than normal condition. The model updates to be performed under this project are intended to resolve discrepancies in the modeled sewer infrastructure and represent a more typical flow condition.

The assistance will consist of the following Tasks:

1. I/I Evaluation and Basin Prioritization
2. Model Update and Calibration

This scope of work summarizes the activities, assumptions, requirements, and estimated effort for the above listed tasks.

## II. SCOPE OF SERVICES

### Task 1 – I/I Evaluation and Basin Prioritization

Under Task 1, Jacobs will perform an I/I evaluation of 70 metersheds using rainfall and flow monitoring data collected by the City during 2020, based on the findings and recommendations from the Flow Data Review and Assessment performed under Task 1 of the RDII Program Development project. A detailed I/I characterization will be performed for 64 of the 2020 flow monitoring locations and associated metersheds while an alternate I/I evaluation will be performed for the remaining 6 flow monitoring locations and associated metersheds. Additionally, the City installed three flow monitors upstream of LS-25 in the Northwest Water Reclamation Facility (NWWRF) basin to characterize the flows in that area since the current model indicates dry weather surcharge that has not been field verified as well as 9 SmartCover level sensor locations throughout the system. The available data for the flow monitors upstream of LS-25 will be used to adjust the model flows in the corresponding area and the SmartCover level sensor data will be used to validate flow depths at the corresponding locations. The results of the I/I evaluation will be used to rank the basins to prioritize the City's sewer rehabilitation efforts and for model updates and calibration under Task 2.

Prior to the start of Task 1, a project kickoff meeting will be held with the City. A data request will be submitted to the City following the project kickoff meeting.

The following subtasks will be performed under Task 1:

#### Task 1.1 Rainfall Data Processing

A/E will perform detailed review of City rain gauge data to identify periods of potentially incorrect data. Weighted rainfall will be developed for each metershed using rain gauge Thiessen polygons. The resulting metershed weighted rainfall will be used for I/I evaluation and model calibration.

#### Task 1.2 – Flow Data Processing

A/E will process the flow data prior to use in the I/I evaluation and model calibration. The data will be reviewed to verify reasonableness with respect to magnitude (i.e., no excessive upward or downward trends are apparent). The data will also be reviewed to verify that it is internally consistent between sites. Raw data will be corrected as needed based on field observations. A flow balance will be performed to ensure that the data collected at the flow meters at different points in the network are reasonable relative to each other. For example, dry weather flows should be additive as meters progress downstream through the system.

#### Task 1.3 – I/I Evaluation

A/E will use the U.S EPA SSOAP toolbox to disaggregate base sanitary flow (BSF), groundwater infiltration (GWI), and rainfall derived infiltration and inflow (RDII) for the meters identified for full I/I characterization. The RDII will also be broken out into the R1, R2, and R3 components to understand the type of RDII occurring within the system and for use in the model update.

A/E will perform volumetric and peaking factor analyses for the meters identified for I/I evaluation.

**Task 1.4 – Basin Ranking/Prioritization**

A/E will use the I/I evaluation results from Task 1.3 to rank the City's metersheds/basins based on GWI and RDII. The basin ranking will be used to prioritize metersheds for the City's sewer rehabilitation efforts. A/E will also take into account where the City has performed rehabilitation work since 2020 based on data provided by the City.

**Task 1.5 – Comparison to Pre-Rehabilitation I/I Analysis Results**

A/E will perform a high-level comparison of I/I results and metershed ranking between the WWOMP Phase 2 I/I analysis and this study. An initial screening will be performed to identify up to ten (10) metersheds for comparison, and up to five (5) metersheds will be selected for analysis to estimate the effectiveness of I/I mitigation measures performed since the WWOMP Phase 2 basin prioritization. The metersheds will be selected to correspond with areas with high and/or excessive I/I levels exhibited during the WWOMP Phase 2 program and areas for which significant I/I rehabilitation has been completed since Phase 2 of the WWOMP and prior to the 2020 flow monitoring period (the period for which the Task 1.3 I/I evaluation will be performed for this effort).

**Task 1.6 – Technical Memorandum Development**

A/E will develop draft I/I Evaluation and Basin Prioritization Technical Memorandum to document the work performed and results for Task 1. A final I/I Evaluation and Basin Prioritization Technical Memorandum will be submitted addressing City comments on the draft technical memorandum.

**Task 1.7 - Meetings**

A/E will schedule a meeting with the City to review the results of the I/I characterization and basin prioritization.

***Task 1 Deliverables:*** Draft and Final I/I Evaluation and Basin Prioritization Technical Memorandum.

**Task 2 – Model Update and Calibration**

Under Task 2 A/E will update and calibrate the City's existing InfoWorks ICM collection system model.

**Task 2.1 Model Updates**

A/E will update the model to reflect the City's existing infrastructure. The following tasks will be performed to update the model:

- Compare existing & current City-modified models, existing GIS, and previous model to identify pipe diameter discrepancies,
- Determine correct pipe sizes for locations where discrepancies found with input from the City. A/E will rely upon data received from the City to resolve sewer configuration discrepancies.
- Update model to resolve identified discrepancies.

- Update model to reflect CIP, private development projects, or other projects implemented since the WWOMP Phase 2 model update and calibration.

**Task 2.2 Model Calibration**

A/E will update the model calibration using 2020 flow monitoring data with data quality sufficient for model calibration to represent more typical flow across the system, . The model will be calibrated for both dry weather and wet weather flow using the flow data collected in 2020 and flow monitoring data from the three additional flow monitors installed upstream of LS-25 and the results from the I/I evaluation performed under Task 1. For areas of the system that are not captured by the 2020 flow data suitable for detailed I/I characterization, A/E will develop GWI and RDII scale factors by comparing either the WWOMP Phase 2 and 2020 water reclamation facility (WRF) influent flow data and/or common flow monitoring locations from the WWOMP Phase 2 and 2020 flow data. Depth of flow will also be compared/validated at the 2020 flow monitoring locations, the three flow monitoring locations upstream of LS-25, and the current SmartCover locations. It is intended that the resulting model will represent a more typical flow condition for the City, rather than the wet conditions the current model represents.

Model calibration will be evaluated based on the Chartered Institution of Water and Environmental Management (CIWEM) guidelines for peak flow, volume, and depth of flow; the same guidelines used for calibration and validation of the City's existing model.

**Task 2.3 GIS Update**

A/E will provide updates for the City's existing GIS based on analysis done under Task 2.1 to identify the correct pipe configuration and sizes. The deliverable for this subtask will include updated GIS shapefiles for the City's sewer network based on the City's GIS schema. Jacobs will work with the City to ensure that the GIS shapefile deliverable is compatible with the City's schema so the City can update their GIS databases accordingly.

**Task 2.4 Technical Memorandum Development**

A/E will develop draft Model Update and Calibration Technical Memorandum to document the work performed and results for Task 2. A final Model Update and Calibration Technical Memorandum will be submitted addressing City comments on the draft technical memorandum.

**Task 2.5 Meetings**

A/E will schedule four meetings with the City under Task 2.

- Three hybrid meetings (in-person and/or virtual) will be held to discuss the Task 2.1 - Model Update
- In-person Model Calibration Results Review Meeting

***Task 2 Deliverables*:** Draft and Final Model Update and Calibration Technical Memo, Updated GIS Shapefiles of the City's Collection System Pipes, Updated Collection System Model

## III. SCHEDULE

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

| | Number of Days from NTP |
|---|---|
| Project Initiation Activities | 35 |
| Task 1 - I/I Evaluation and Basin Prioritization | 150 |
| Task 2 - Model Update and Calibration | 390 |

- Project schedule assumes a 2-week turnaround for data delivery by the City.
- Project schedule assumes a 2-week turnaround for review of A/E submittals by the City.

## IV. A/E'S RESPONSIBILITIES

A/E will provide deliverables listed in Section VI below. A/E will provide invoices in accordance with the Contract terms and conditions corresponding to this scope of work.

## V. CITY'S RESPONSIBILITIES

The City shall provide the following:

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

## VI. DELIVERABLES

**Task 1 -** I/I Evaluation and Basin Prioritization Technical Memorandum

**Task 2 -** Model Development and Calibration Technical Memo, Updated GIS Shapefiles of the City's Collection System Pipes, Updated Collection System Model

## VII. A/E'S COMPENSATION

For Tasks 1 through 2, the City shall compensate the A/E the lump sum amount of **$395,618.08**, per Appendix A.

## VIII. PROJECT TEAM

Jacobs Engineering, Inc.
No subconsultants will be used for services under this Task Order.

## IX. MISCELLANEOUS

In the event of a conflict between this Task Order and the Contract terms and conditions, the Contract shall prevail.

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

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

**ATTEST**

By: _____
Chandrahasa Srinivasa
City Clerk

(SEAL)

**CITY OF ST. PETERSBURG, FLORIDA**

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

APPROVED AS TO FORM FOR CONSISTENCY
WITH THE STANDARD TASK ORDER.
NO OPINION OR APPROVAL OF THE SCOPE
OF SERVICES IS BEING RENDERED BY
THE CITY ATTORNEY'S OFFICE

By: _____
City Attorney (Designee)

Jacobs Engineering Group, Inc.
(Company Name)

By: _____
(Authorized Signature)

NIEL POSTLETHWAIT, VICE PRESIDENT
(Printed Name and Title)

Date: 2/8/2024

**WITNESSES:**

By: Allison Lewis
(Signature)

Allison Lewis
(Printed Name)

By: Michelle Colling
(Signature)

Michelle Colling
(Printed Name)

**APPENDIX A**
**Work Task Breakdown**
**City of St. Petersburg**
**Inflow and Infiltration Evaluation and Model Calibration**
**Project No. 23134-130**

## I. Manpower Estimate: All Tasks

| Direct Labor Rates Classifications | | Engineer 8 | Engineer 7 | Engineer 6 | Engineer 6 | Engineer 4 | Engineer 3 | Engineer 2 | Engineer 1 | Office Admin | Total Hours | Labor Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Direct Salary | | $ 114.36 | $ 78.48 | $ 72.59 | $ 70.59 | $ 59.08 | $ 43.21 | $ 38.46 | $ 32.69 | $ 36.75 | | |
| Multiplier/Overhead 2.3825 | | $ 158.11 | $ 108.50 | $ 100.36 | $ 97.60 | $ 81.68 | $ 59.74 | $ 53.18 | $ 45.20 | $ 50.81 | | |
| Profit 21.00% | | $ 57.22 | $ 39.27 | $ 36.32 | $ 35.32 | $ 29.56 | $ 21.62 | $ 19.25 | $ 16.36 | $ 18.39 | | |
| Billing Rates[1] | | $ 329.69 | $ 226.25 | $ 209.27 | $ 203.51 | $ 170.32 | $ 124.57 | $ 110.89 | $ 94.25 | $ 105.95 | | |
| **TASK** | | | | | | | | | | | | |
| **1** | **Inflow and Infiltration Evaluation and Basin Prioritization** | **8** | **89** | **183** | **110** | **39** | **39** | **277** | **187** | **0** | **932** | **$ 143,298.27** |
| 1.1 | Rainfall Data Processing | | 4 | 11 | 6 | 9 | | 16 | | | 46 | $ 7,735.15 |
| 1.2 | Flow Data Processing | | | 28 | 16 | 10 | 21 | 40 | 50 | | 165 | $ 22,582.99 |
| 1.3 | I/I Evaluation | | 2 | 38 | 16 | | | 80 | 20 | | 156 | $ 22,417.12 |
| 1.4 | Basin Ranking/Prioritization | | 20 | 24 | 12 | | | 20 | 7 | | 83 | $ 14,867.15 |
| 1.5 | Comparison to Pre-Rehabilitation I/I Analysis Results | | 25 | 32 | 20 | 20 | 10 | 80 | 80 | | 267 | $ 37,486.39 |
| 1.6 | Technical Memorandum Development | 4 | 30 | 40 | 20 | | | 30 | 30 | | 154 | $ 26,701.46 |
| 1.7 | Meetings | 4 | 8 | 10 | 20 | | 8 | 11 | | | 61 | $ 11,508.01 |
| **2** | **Model Update and Calibration** | **8** | **74** | **332** | **166** | **40** | **65** | **756** | **276** | **4** | **1721** | **$ 247,819.81** |
| 2.1 | Model Updates | | 24 | 60 | 50 | | | 40 | 40 | | 214 | $ 36,367.30 |
| 2.2 | Model Calibration | | 10 | 200 | 56 | 40 | 65 | 600 | 200 | | 1171 | $ 155,806.91 |
| 2.3 | GIS Update | | | 16 | | | | | 30 | | 46 | $ 6,175.82 |
| 2.4 | Technical Memorandum Development | 4 | 24 | 40 | 40 | | | 100 | | 4 | 212 | $ 34,772.76 |
| 2.5 | Meetings | 4 | 16 | 16 | 20 | | | 16 | 6 | | 78 | $ 14,697.02 |
| | Totals | 16 | 163 | 515 | 276 | 79 | 104 | 1033 | 463 | 4 | 2653 | $ 391,118.08 |

## II. Fee Calculation

| Task | Labor Cost | Expenses[2] | Subconsultant Services | Mark-up on Subconsultant Services[3] | Total Cost Without Allowance |
|---|---|---|---|---|---|
| 1 | $143,298.27 | $1,500.00 | $0.00 | $0.00 | $144,798.27 |
| 2 | $247,819.81 | $3,000.00 | $0.00 | $0.00 | $250,819.81 |
| Total | $391,118.08 | $4,500.00 | $0.00 | $0.00 | $395,618.08 |

## III. Fee Limit

| | |
|---|---|
| **Lump Sum Cost** | $395,618.08 |
| **Allowance[4]** | $0.00 |
| **Total:** | **$395,618.08** |

## IV. Notes:

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

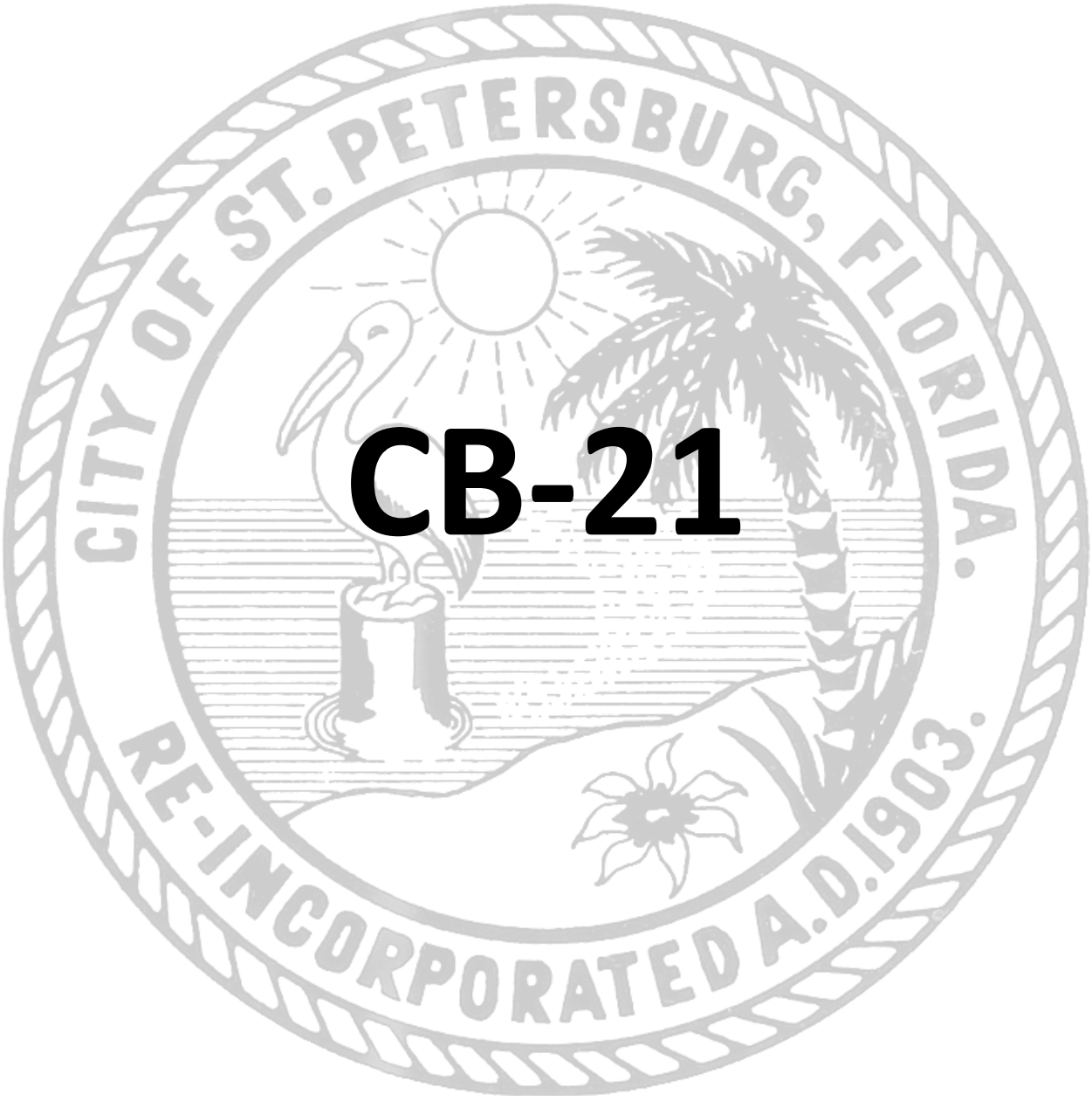
| | | Request # |
|---|---|---|
| st.petersburg www.stpete.org | -- City of St. Petersburg Authorization Request --<br>**General Authorization** | 259987 |

| Name: | Johnson, Sarah B | Request Date: | 01-MAR-2024 | Status: | APPROVED |
|---|---|---|---|---|---|

| Authorization Request | |
|---|---|
| Subject: | Council Approval - 3/21 |
| Message: | 23134-130 - Jacobs - I-I Model Calibration - Task Order |
| Supporting Documentation: | Jacobs - I-I Model Calibration - Task Order - Final.pdf |

| | Approver | Completed By | Response | Response Date | Type |
|---|---|---|---|---|---|
| 0 | Johnson, Sarah B | | SUBMITTED | 01-MAR-2024 | |
| 1 | Prayman, Brejesh B | Prayman, Brejesh B | APPROVE | 01-MAR-2024 | User Defined |
| 2 | Wahl, Margaret Brown | Wahl, Margaret Brown | APPROVE | 01-MAR-2024 | User Defined |
| 3 | Tankersley, Claude Duval | Tankersley, Claude Duval | APPROVE | 01-MAR-2024 | User Defined |

The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to execute Task Order No. 21-17-JACOBS/W(A) ("Task Order") to the architect/engineering agreement dated October 14, 2021 between the City of St. Petersburg, Florida and Jacobs Engineering Group Inc. ("A/E") for A/E to provide (i) program planning and setup; (ii) program workflow diagram development; (iii) program database framework development; (iv) grants evaluation and support; (v) City-wide Private Lateral Program Execution Plan; and (vi) public outreach for the City-Wide Private Laterals Program Development Project for a project total amount not to exceed $199,704.11 (ECID Project No. 24146-130); and providing an effective date.
Please scroll down to view the backup material.




# CB-21

**ST. PETERSBURG CITY COUNCIL**

**Consent Agenda**

Meeting of March 21, 2024

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

**SUBJECT**: A Resolution authorizing the Mayor or his designee to execute Task Order No. 21-17-JACOBS/W(A) ("Task Order") to the architect/engineering agreement dated October 14, 2021 between the City of St. Petersburg, Florida and Jacobs Engineering Group Inc. ("A/E") for A/E to provide (i) program planning and setup; (ii) program workflow diagram development; (iii) program database framework development; (iv) grants evaluation and support; (v) City-wide Private Lateral Program Execution Plan; and (vi) public outreach for the City-Wide Private Laterals Program Development Project for a project total amount not to exceed $199,704.11 (ECID Project No. 24146-130); and providing an effective date.

**EXPLANATION:** The City has recently completed the Private Laterals Inflow and Infiltration (I/I) Pilot Study and has requested technical support from A/E for development of a City-Wide Private Laterals Program. The results of the pilot study showed that I/I within the City's wastewater collection system is significantly reduced by rehabilitating private laterals within areas of the City subject to high and excessive rainfall derived inflow and infiltration (RDII).

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

Task Order No. 21-12-JACOBS/W(S) in the amount of $199,704.11 shall provide professional engineering services including but not limited to developing a Private Lateral Program. Task Order includes a $15,000.00 allowance to be authorized if any unforeseen conditions are experienced while performing the work.

Task Order No. 21-17-JACOBS/W(A) includes the following tasks and associated not to exceed costs respectively:

| | |
|---|---|
| Program Planning and Setup | $67,609.74 |
| Program Workflow Diagram Development | $ 8,724.32 |
| Program Database Framework Development | $ 7,802.12 |
| Grants Evaluation and Support | $20,599.70 |
| City-Wide Private Laterals Program Execution Plan | $70,796.13 |
| Public Outreach | $ 9,172.10 |
| Allowance | $15,000.00 |
| **Total** | **$199,704.11** |

**RECOMMENDATION:** Administration recommends authorizing the Mayor or his designee to execute Task Order No. 21-17-JACOBS/W(A) ("Task Order") to the architect/engineering agreement dated October 14, 2021 between the City of St. Petersburg, Florida and Jacobs Engineering Group Inc. ("A/E") for A/E to provide (i) program planning and setup; (ii) program workflow diagram development; (iii) program database framework development; (iv) grants

evaluation and support; (v) City-wide Private Lateral Program Execution Plan; and (vi) public outreach for the City-Wide Private Laterals Program Development Project for a project total amount not to exceed $199,704.11 (ECID Project No. 24146-130); and providing an effective date.

**COST/FUNDING/ASSESSMENT INFORMATION:** Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), SAN City-Wide Private Laterals FY24 Project (20121).

**ATTACHMENTS:** Resolution
Task Order No. 21-17-JACOBS/W(A)
Private Laterals Results & Recommendations One-Page Summary

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 21-17-JACOBS/W(A) ("TASK ORDER") TO THE ARCHITECT/ENGINEERING AGREEMENT DATED OCTOBER 14, 2021 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND JACOBS ENGINEERING GROUP INC. ("A/E") FOR A/E TO PROVIDE (I) PROGRAM PLANNING AND SETUP; (II) PROGRAM WORKFLOW DIAGRAM DEVELOPMENT; (III) PROGRAM DATABASE FRAMEWORK DEVELOPMENT; (IV) GRANTS EVALUATION AND SUPPORT; (V) CITY-WIDE PRIVATE LATERAL PROGRAM EXECUTION PLAN; AND (VI) PUBLIC OUTREACH FOR THE CITY-WIDE PRIVATE LATERALS PROGRAM DEVELOPMENT PROJECT FOR A PROJECT TOTAL AMOUNT NOT TO EXCEED $199,704.11 (ECID PROJECT NO. 24146-130); AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City has recently completed the Private Laterals Inflow and Infiltration (I/I) Pilot Study and has requested technical support from A/E for development of a City-Wide Private Laterals Program; and

WHEREAS, Administration desires to issue Task Order No. 21-17-JACOBS/W(A) for A/E to provide (i) program planning and setup; (ii) program workflow diagram development; (iii) program database framework development; (iv) grants evaluation and support; (v) City-wide Private Lateral Program Execution Plan; and (vi) public outreach, in an amount not to exceed $199,704.11, which amount includes a $15,000 owner's 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. 21-17-JACOBS/W(A) ("Task Order") to the architect/engineering agreement dated October 14, 2021 between the City of St. Petersburg, Florida and Jacobs Engineering Group Inc. ("A/E") for A/E to provide (i) program planning and setup; (ii) program workflow diagram development;

(iii) program database framework development; (iv) grants evaluation and support; (v) City-wide Private Lateral Program Execution Plan; and (vi) public outreach for the City-Wide Private Laterals Program Development Project for a project total amount not to exceed $199,704.11 (ECID Project No. 24146-130).

This resolution shall become effective immediately upon its adoption.

LEGAL:

00725086

DEPARTMENT:

TASK ORDER NO. 21-17-JACOBS/W(A)
CITY-WIDE PRIVATE LATERALS PROGRAM DEVELOPMENT
MISCELLANEOUS PROFESSIONAL SERVICES FOR POTABLE, WASTEWATER,
AND RECLAIMED WATER PROJECTS
CITY PROJECT NO. 24146-130

This Task Order No. 21-17-JACOBS/W(A) is made and entered into this ___ day of _____, 2024, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR POTABLE, WASTEWATER AND RECLAIMED WATER PROJECTS dated October 14, 2021 ("Agreement") between Jacobs Engineering Group Inc. ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

## I. DESCRIPTION OF PROJECT

The City has recently completed the Private Laterals Inflow and Infiltration (I/I) Pilot Study and has requested technical support from A/E for development of a City-Wide Private Laterals Program. The results of the pilot study showed that I/I within the City's wastewater collection system is significantly reduced by rehabilitating private laterals within areas of the City subject to high and excessive rainfall derived inflow and infiltration (RDII).

The City-Wide Private Laterals Program Development support will consist of the following six (6) subtasks:

1. Program Planning and Setup
2. Program Workflow Diagram Development
3. Program Database Framework Development
4. Grants Evaluation and Support
5. City-Wide Private Laterals Program Execution Plan
6. Public Outreach

This scope of work summarizes the activities, assumptions, requirements and associated estimated effort for this task.

## II. SCOPE OF SERVICES

### Task 1 - Program Planning and Setup

In close coordination with the City, A/E will utilize information and deliverables developed from the Private Laterals I/I Pilot Study and input from City Administration and staff to develop the framework of the City-Wide Private Laterals Program. The framework will outline the following:

- Program implementation steps,
- Specific roles and responsibilities,
- Staffing needs for the City,
- Program phasing,

- Major milestones,
- Program funding opportunities, and
- Program schedule.

The framework will also consider qualifications for plumbers to perform work under the program, as well as a list of high-level line items for the program plumber costs. The inspection and rehabilitation preliminary costs will be developed and standardized for the program, and will be based on costs from the Pilot Study, adjusted to present-worth and account for inflation.

The program framework will also include guidance for information to be tracked by the City during program implementation and include checklists for field equipment maintenance tasks, CCTV inspections, plumber reports, and customer call reports. It is expected the City will provide City standard forms/checklists for the above to include and tailor for the Program.

The program framework will be reviewed by City staff, City Administration, and include presentation development and participation in various City meetings. It is estimated that the following interdepartmental and outside coordination and reviews will be completed:

- Pinellas County: Estimated 1 coordination meeting with Pinellas County.
- Legal Department Reviews: Estimated 2 review rounds from the City's Legal Department for input and buy-in of the program framework.
- Marketing Department Reviews: Estimated 1 review round from the City's Marketing Department for input and buy-in of the program details.
- City Staff Review: Estimated 2 review rounds from the City's staff stakeholders for input and buy-in of the program details.
- City Administration Review and Presentation: Estimated 3 presentations and review rounds from the City Administration for input and buy-in of the program details.

The finalized framework will inform the following Tasks 2 – 4. A comment review log will be documented and maintained throughout Task 1 and the project to ensure all City-input is received and addressed.

**Task 2 - Program Workflow Diagram Development**

Based on the framework developed under Task 1, A/E will develop up to three (3) workflow diagrams for implementation of the City-Wide Private Laterals Program. The workflow diagrams will be included in the City-Wide Private Laterals Program Execution Plan.

**Task 3 - Program Database Framework Development**

The City intends on developing a database for data management tailored to the City-Wide Private Lateral Program. A/E will draft a high-level framework of data to be captured by the City during program implementation. The framework will be included in the City-Wide Private Laterals Program Execution Plan.

**Task 4 - Funding, Grants Evaluation and Support**

Jacobs will evaluate various grants to fund the overall City-Wide Private Laterals Program. A prioritized list of grant programs will be included in the City-Wide Private Laterals Program Execution Plan, including schedule, requirements, applicability to the program, and expected commitments of each of the grant. A recommended grants application and implementation schedule will be developed to begin at the start of the program. The preparation of grant applications is not included under this task.

Additional funding sources will also be identified and included within the prioritized list. A funding implementation schedule will be developed and included for the program.

**Task 5 - City-Wide Private Laterals Program Execution Plan**

The work performed under Task 1 through Task 4 will inform the development of the City-Wide Private Laterals Program Execution Plan. The program will rely on current practices employed by the City and will evaluate opportunities for improvements of the department practices and standardize the collection methods and procedures for program implementation. A/E will also build upon work previously performed under the Private Laterals I/I Pilot Study and St. Pete's Water Plan.

**Task 6 - Public Outreach**

Jacobs will develop one (1) fact sheet or doorhangers and one (1) PowerPoint presentation for the City-Wide Private Laterals Program for the City's use during public outreach events. It is anticipated that the fact sheet and presentation will focus on the program overview, inspection and rehabilitation information, and step by step process on how to sign up and participate in the program. It is expected the fact sheet and PowerPoint may need to be tailored to the overall program by phase. A/E will coordinate one (1) review with the City's Marketing Department.

Jacobs will participate in up to two (2) public outreach meetings.

## III. SCHEDULE

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

| | Number of Days from NTP |
|---|---|
| Project Initiation Activities | 35 |
| Task 1 – Program Planning and Setup | 180 |
| Task 2 - Program Workflow Diagram Development | 210 |

| | |
|---|---|
| Task 3 - Program Database Framework Development | 210 |
| Task 4 - Funding, Grants Evaluation and Support | 270 |
| Task 5 - City-Wide Private Laterals Program Execution Plan | 360 |
| Task 6 – Public Outreach | 390 |

- Project schedule assumes a 2-week turnaround for data delivery by the City.
- Project schedule assumes a 2-week turnaround for review of A/E submittals by the City.
- Project schedule is dependent on schedule availability for stakeholder review meetings and stakeholder input and comments.

## IV. A/E'S RESPONSIBILITIES

A/E will provide deliverables listed in Section VI below. A/E will provide invoices in accordance with the Contract terms and conditions corresponding to this scope of work.

## V. CITY'S RESPONSIBILITIES

The City shall provide the following:

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

## VI. DELIVERABLES

**Task 1 -** Program Frameworks PowerPoint Presentation, Program Framework One-Pager Fact Sheet, and Key Comments Log.
**Task 4 –** Prioritized list of grants and funding support and funding implementation schedule.
**Task 5 -** City-Wide Private Laterals Program Execution Plan in report format. Task 2 – 4 deliverables will be incorporated in the Program Execution Plan. A Key Comments Log will be provided.
**Task 6 –** PowerPoint presentation, fact sheet or doorhangers in PDF.

## VII. A/E'S COMPENSATION

For Tasks 1 through 6, the City shall compensate the A/E the lump sum amount of **$184,704.11**, per Appendix A.

This Task Order established an allowance in the amount of **$15,000.00** for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services

shall not exceed the amount of the allowance set forth in this Task Order.

The total Task Order amount is **$199,704.11**, per Appendix A.

## VIII. PROJECT TEAM

Jacobs Engineering, Inc.

## IX. MISCELLANEOUS

In the event of a conflict between this Task Order and the Contract terms and conditions, the Contract shall prevail.

Data will be collected and provided by the City; all analysis will be drawn from this information as well as historical information already delivered by the City.

Comments on reports and intermediate deliverables will be consolidated by the City into a single transmittal. A two-week review time is anticipated.

A/E will reasonably rely upon the accuracy and completeness of any information/data provided by the City or other third parties without independent verification.

City will provide A/E access to the appropriate end-users.

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

**ATTEST**

By: _____
Chandrahasa Srinivasa
City Clerk

(SEAL)

APPROVED AS TO FORM FOR CONSISTENCY
WITH THE STANDARD TASK ORDER.
NO OPINION OR APPROVAL OF THE SCOPE
OF SERVICES IS BEING RENDERED BY
THE CITY ATTORNEY'S OFFICE

By: _____
City Attorney (Designee)

**CITY OF ST. PETERSBURG, FLORIDA**

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

Jacobs Engineering Group Inc.
(Company Name)

By: _____
(Authorized Signature)

Niel Postlethwait, Vice President
(Printed Name and Title)

Date: 2/13/2024

**WITNESSES:**

By: _____
(Signature)

Michelle Collins
(Printed Name)

By: _____
(Signature)

Kerstin Lesley Kenty
(Printed Name)

**APPENDIX A**
**Work Task Breakdown**
**City of St. Petersburg**
**City-wide Private Laterals Program Development**
**City Project No. 24146-130**

## I. Manpower Estimate: All Tasks

| | Direct Labor Rates Classifications | Engineer 8 | Engineer 6 | Engineer 4 | Engineer 3 | Engineer 2 | Engineer 1 | Office Admin | Total Hours | Labor Cost |
|---|---|---|---|---|---|---|---|---|---|---|
| | Direct Salary | $ 118.24 | $ 70.59 | $ 61.00 | $ 53.41 | $ 39.62 | $ 33.67 | $ 36.75 | | |
| | Multiplier/Overhead 2.3825 | $ 163.47 | $ 97.60 | $ 84.34 | $ 73.84 | $ 54.78 | $ 46.55 | $ 50.81 | | |
| | Profit 21.00% | $ 59.16 | $ 35.32 | $ 30.53 | $ 26.73 | $ 19.83 | $ 16.85 | $ 18.39 | | |
| | Billing Rates[1] | $ 340.87 | $ 203.51 | $ 175.87 | $ 153.98 | $ 114.23 | $ 97.07 | $ 105.95 | | |
| | **TASK** | | | | | | | | | |
| | **Program Planning and Setup** | **65** | **85** | **72** | **20** | **50** | **50** | **8** | **350** | **$ 66,609.74** |
| 1 | Draft Program Framework (PPT and PDF) | 25 | 45 | 40 | 20 | 36 | 50 | 8 | 224 | $ 37,607.48 |
| | Meetings | 40 | 40 | 32 | | 14 | | | 126 | $ 29,002.26 |
| 2 | **Program Workflow Diagram Development** | **4** | **4** | **8** | | **28** | **20** | | **64** | **$ 8,724.32** |
| 3 | **Program Database Framework Development** | | **4** | **10** | **8** | **18** | **20** | | **60** | **$ 7,802.12** |
| 4 | **Grants Evaluation and Support** | **8** | **20** | **22** | **20** | **60** | | | **130** | **$ 20,599.70** |
| | **City-Wide Private Laterals Program Execution Plan** | **50** | **60** | **60** | **60** | **136** | **45** | **8** | **419** | **$ 69,796.13** |
| 5 | Draft and Final Report Plan | 30 | 40 | 40 | 60 | 120 | 45 | 8 | 343 | $ 53,563.45 |
| | Meetings | 20 | 20 | 20 | | 16 | | | 76 | $ 16,232.68 |
| 6 | **Public Outreach** | **8** | **8** | **8** | | **16** | **6** | | **46** | **$ 8,172.10** |
| | **Totals** | **135** | **181** | **180** | **108** | **308** | **141** | **16** | **1069** | **$ 181,704.11** |

## II. Fee Calculation

| Task | Labor Cost | Expenses[2] | Subconsultant Services | Mark-up on Subconsultant Services[3] | Total Cost Without Allowance |
|---|---|---|---|---|---|
| 1 | $ 66,609.74 | $ 1,000.00 | | | $ 67,609.74 |
| 2 | $ 8,724.32 | $ | | | $ 8,724.32 |
| 3 | $ 7,802.12 | $ | | | $ 7,802.12 |
| 4 | $ 20,599.70 | $ | | | $ 20,599.70 |
| 5 | $ 69,796.13 | $ 1,000.00 | | | $ 70,796.13 |
| 6 | $ 8,172.10 | $ 1,000.00 | | | $ 9,172.10 |
| Total | $181,704.11 | $3,000.00 | $0.00 | $0.00 | $184,704.11 |

## III. Fee Limit

| | |
|---|---|
| **Lump Sum Cost** | $184,704.11 |
| **Allowance** | $15,000.00 |
| **Total:** | **$199,704.11** |

## IV. Notes:

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

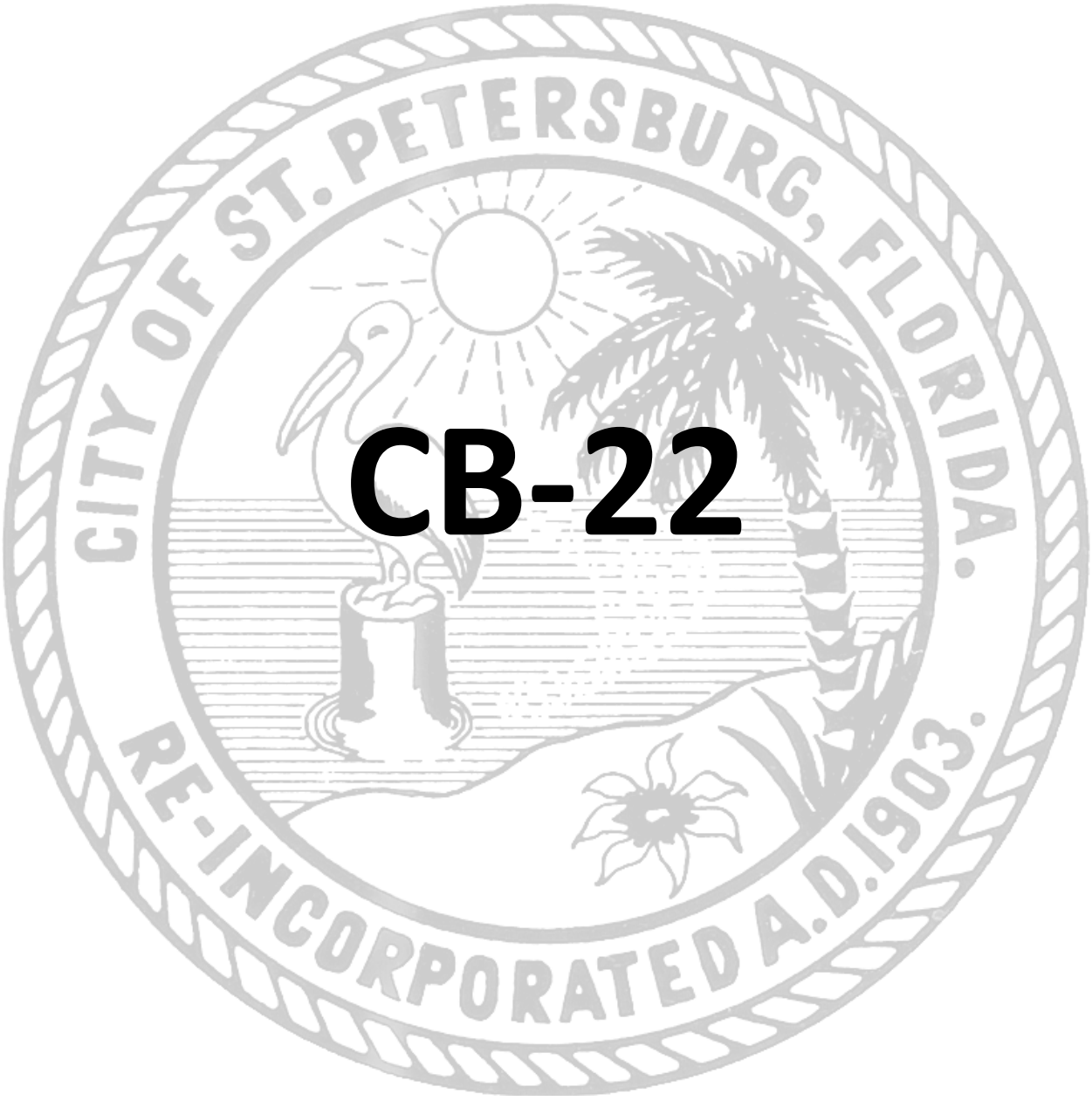
| | | Request # |
|---|---|---|
| st.petersburg www.stpete.org | -- City of St. Petersburg Authorization Request --<br>**General Authorization** | 259988 |

| Name: | Johnson, Sarah B | Request Date: | 01-MAR-2024 | Status: | APPROVED |
|---|---|---|---|---|---|

| **Authorization Request** | |
|---|---|
| Subject: | Council Approval - 3/21 |
| Message: | 24146-130 - Jacobs - Citywide Private Laterals - Task Order |
| Supporting Documentation: | Jacobs - Citywide Private Laterals - Task Order - Final.pdf |

| | Approver | Completed By | Response | Response Date | Type |
|---|---|---|---|---|---|
| 0 | Johnson, Sarah B | | SUBMITTED | 01-MAR-2024 | |
| 1 | Prayman, Brejesh B | Prayman, Brejesh B | APPROVE | 01-MAR-2024 | User Defined |
| 2 | Wahl, Margaret Brown | Wahl, Margaret Brown | APPROVE | 01-MAR-2024 | User Defined |
| 3 | Tankersley, Claude Duval | Tankersley, Claude Duval | APPROVE | 01-MAR-2024 | User Defined |

The following page(s) contain the backup material for Agenda Item: A resolution superseding resolution no. 2016-51; approving a form site access agreement with the Florida Department of Environmental Protection ("FDEP") for petroleum contamination site assessment, and remediation; authorizing the mayor or his designee to execute site access agreements in substantial compliance with the form site access agreement attached to this resolution, including Exhibit B, subject to approval by the city attorney or the city attorney's designee; authorizing the mayor or his designee to execute all other documents necessary to effectuate this resolution and the terms of any site access agreement entered into with FDEP; and providing an effective date.
Please scroll down to view the backup material.




# CB-22

**ST. PETERSBURG CITY COUNCIL**

**Consent Agenda**

Meeting of March 21, 2024

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

**SUBJECT:** A resolution superseding resolution no. 2016-51; approving a form site access agreement with the Florida Department of Environmental Protection ("FDEP") for petroleum contamination site assessment, and remediation; authorizing the mayor or his designee to execute site access agreements in substantial compliance with the form site access agreement attached to this resolution, including Exhibit B, subject to approval by the city attorney or the city attorney's designee; authorizing the mayor or his designee to execute all other documents necessary to effectuate this resolution and the terms of any site access agreement entered into with FDEP; and providing an effective date.

**EXPLANATION:** The Florida Department of Environmental Protection ("FDEP") administers the Petroleum Restoration Program, which focuses on assessing, and if needed remediating petroleum contamination at sites impacted by discharges from stationary petroleum storage systems.

In alignment with City Council Resolution 2016-51, the City has endorsed a standardized site access agreement with FDEP. This agreement facilitates FDEP's site assessment and remediation on City properties eligible for participation in the Petroleum Restoration Program, which provides a 75% cost savings to the City. The initial agreement incorporated Exhibit B, which stipulated that the city requires a separate access agreement with contractors affiliated with the FDEP.

The FDEP has since revised its standard site access agreement and has formally requested the City's acceptance of these modifications. This step is essential to maintain the City's participation in the Petroleum Restoration Program. The updated site access agreement specifically pertains to activities that fall within the purview of Chapter 62-780 of the Florida Administrative Code. These activities, conducted by FDEP or its contractors, include assessment and when necessary, the remediation of contamination.

The revised site access agreement eliminates the requirement for a separate access agreement specifically for FDEP contractors. This change is based on the existing contract with FDEP, which already grants authorization for both FDEP and its contractors to access the sites.

**RECOMMENDATION:** Administration recommends that the City Council approve the new form site access agreement with FDEP; authorize the Mayor or his designee to execute site access agreements in substantial compliance with the form site access agreement attached to this resolution, including Exhibit B, subject to approval by the City Attorney or the City Attorney's designee; and authorize the Mayor or his designee to execute all other documents necessary to effectuate this resolution and the terms of any site access agreements entered into with FDEP.

**ATTACHMENTS:** Site access agreement
Exhibit B

Resolution No. 2024-_____

A RESOLUTION SUPERSEDING RESOLUTION NO. 2016-51; APPROVING A FORM SITE ACCESS AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ("FDEP") FOR PETROLEUM CONTAMINATION SITE ASSESSMENT, REMOVAL AND REMEDIATION; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE SITE ACCESS AGREEMENTS IN SUBSTANTIAL COMPLIANCE WITH THE FORM SITE ACCESS AGREEMENT ATTACHED TO THIS RESOLUTION, INCLUDING EXHIBIT B, SUBJECT TO APPROVAL BY THE CITY ATTORNEY OR THE CITY ATTORNEY'S DESIGNEE; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION AND THE TERMS OF ANY SITE ACCESS AGREEMENT ENTERED INTO WITH FDEP; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Environmental Protection ("FDEP") provides a petroleum contamination assessment, removal and remediation program (the "Petroleum Restoration Program") to prioritize, assess and clean-up sites contaminated by discharges of petroleum and petroleum products from stationary petroleum storage systems; and

WHEREAS, the City Council, by Resolution 2016-51, approved a form site access agreement between the City and FDEP to allow FDEP to conduct petroleum site assessment, at no cost to the City, on City properties eligible for participation in the Petroleum Restoration Program; and

WHEREAS, since that time, FDEP has updated its form site access agreement and has requested that the City accept such modifications in order to continue to participate in the Petroleum Restoration Program; and

WHEREAS, the new site access agreement is limited to activities which may be performed by FDEP or its contractors pursuant to Chapter 62-780, Florida Administrative Code, without cost to the City, to locate contamination, determine contamination levels and, when necessary, remove and remediate contamination, which may be performed by FDEP and its contractors; and

WHEREAS, Administration recommends that the City Council approve the new form site access agreement with FDEP; authorize the Mayor or his designee to execute site access agreements in substantial compliance with the form site access agreement attached to this resolution, including Exhibit B, subject to approval by the City Attorney or the City Attorney's designee; and authorize the Mayor or his designee to execute all other documents necessary to effectuate this resolution and the terms of any site access agreements entered into with FDEP.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that Resolution No. 2016-51 is hereby superseded in its entirety by this resolution.

BE IT FURTHER RESOLVED that the form site access agreement attached to this resolution is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute site access agreements with the Florida Department of Environmental Protection ("FDEP") in substantial compliance with the approved form site access agreement, subject to the approval of the City Attorney or the City Attorney's designee.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all other documents necessary to effectuate this resolution and the terms of any site access agreement entered into with FDEP.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)

DEPARTMENT:

Legal: 00725327

# SITE ACCESS AGREEMENT

1. The Parties. The undersigned real property owner, CITY OF ST PETERSBURG, ("**Owner**"), hereby give(s) permission to the State of Florida, Department of Environmental Protection ("**Department**") and its Agency Term Contractor, subcontractors, and vendors ("**Contractor**"), to enter the Owner's property ("the Property") located at
***FDEP Facility ID:***

2. The Property. Owner owns the certain parcel(s): of real property located at (the "**Property**"), depicted on the attached legal description as Exhibit "A

3. Permissible Activities. This Site Access Agreement ("Agreement") is limited to activities which may be performed by the Department or its Contractors pursuant to Chapter 62-780, Florida Administrative Code (F.A.C.), without cost to the Owner (unless required in a separate agreement) to locate contamination, determine contamination levels and, when necessary, remove and remediate contamination which may be performed by the Department and its Contractor. This access is provided only for the contamination either eligible for a state-funded cleanup or is being investigated pursuant to a consent order with the Department. The following activities are included in this Agreement but are not limited to this list:

- conduct soil, surface, subsurface, and groundwater investigations, including but not limited to entry by a drill rig vehicle and/or support vehicles;
- install and remove groundwater monitoring wells;
- use geophysical equipment;
- use an auger for collecting soil and sediment samples;
- locate existing wells;
- collect waste, soil, and water samples;
- remove, treat and/or dispose of contaminated soils and water;
- remove contaminated soil by digging with backhoes, large diameter augers and similar equipment;
- install, operate, and remove remedial equipment;
- install and remove utility connections;
- trenching for connection of remediation wells to equipment; and
- conduct surveys, prepare site sketches, and take photographs.

4. Duration and Termination of Access. This Agreement is granted, without any fee or charge to the Department or Contractor, for so long as is necessary to assess, remove, monitor and remediate the contamination on the Property. Access shall be allowed for the Department (including its employees and contracted site managers with Teams 5 and 6 or local government, if applicable) immediately upon the execution of this Agreement. However, access for a Contractor can be contingent upon the Owner timely entering into a separate site access agreement with the Contractor (if the Owner wants a separate agreement with the Contractor please check the appropriate box at the end of this document). Such agreement with a Contractor is not binding upon the Department. This Agreement shall continue until the Department's entry of a site rehabilitation completion order pursuant to Rule 62-780.680, Florida Administrative

Code, or low-scored site initiative no further action order pursuant to Section 376.3071(12)(b), Florida Statutes ("Order"). At which time the Owner shall be provided a copy of the Order and this Agreement shall be automatically terminated.

5. Work Performed during Business Hours. The Department and Contractor may enter the Property during normal business hours and may also make arrangements to enter the Property at other times after agreement from the Owner.

6. Activities Comply with Applicable Laws. The Department and Contractor agree that any and all work performed on the Property and in association with this Agreement shall be done in a good, safe, workmanlike manner, and in accordance with applicable federal and state statutes, rules and regulations.

7. Proper Disposal of Contaminated Media. The Department and Contractor shall ensure that soil cuttings, any work materials, and water generated shall be disposed of in accordance with Environmental Laws. All soil cuttings, waste materials and development water generated shall be promptly removed from the Property.

8. Property Restoration. The Department shall pay the reasonable costs of restoring the Property as nearly as practicable to the conditions which existed before activities associated with contamination assessment or remedial action were taken.

9. Owner's Non-Interference. The Owner shall not interfere with the Department or Contractor when performing the Permissible Activities. Owner shall not damage any equipment including wells, piping, and remediation system that may be located on the Property. Owner shall notify the Department 90 days prior to commencement of any construction, demolition or other work on the Property that may damage or destroy any part of the equipment installed under this Agreement. If the Department anticipates that the remediation equipment will not be used for over one calendar year, the Owner can request removal of the remediation equipment if it is interfering with the operation of the business or with planned construction activities.

*10.* Non-revocable. If Property is the source of the discharge that is eligible for State funded remediation pursuant to Chapter 376, Florida Statutes, access to the Property is required and Owner may not revoke this Agreement with the Department until the appropriate site rehabilitation completion order is issued under Chapter 62-780.680 or a low-scored site initiative order issued pursuant to Section 376.3071(12)(b), Florida Statutes, is final.

11. No Admission. The granting of this Agreement by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner for any contamination discovered on the Property.

12. Owner's Use of Property. The Owner retains the right to use the Property, and the Department and its Contractors will work with the Owner regarding minimizing activities that may interfere with the Owner's management and use of the Property. However, neither the Department nor the Contractor are responsible for any inconvenience, economic injury, or business damage that Owner may suffer due to the performance of any Permissible Activity. This agreement does not modify any legal right the parties may have regarding negligent acts.

13. Owner's Release of Claim. If Owner selected a qualified contractor (not an agency term contractor), the Owner hereby releases the Department from any and all claims against the

Department performed by the Owner's selected contractor arising from or by virtue of, the Permissible Activities.

14. Injury to Department. The Owner shall not be liable for any injury, damage or loss on the Property suffered by the Department, Department employees or Contractors not caused by the negligence or intentional acts of the Owner's agents or employees.

15. Indemnification. The Department does not indemnify the Owner, see paragraph 16. The Contractor has indemnified the Department. However, if the Owner chooses to enter into a separate access agreement with the Contractor, the Contractor is not prohibited from indemnifying Owner as long as such indemnification does not conflict with the Contractor's indemnification of the Department. Where no conflicts exist, any subsequent indemnification by the Contractor to any party associated with the Permissible Activities is subservient and subordinate to the Contractor's indemnification of the Department.

16. Sovereign Immunity. The Department acknowledges and accepts its responsibility under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees while on the Property.

17. Public Records. All documents created or received associated with the Permissible activities are a public record pursuant to Chapter 119, Florida Statutes. The Owner may retrieve any documents or other information related to the Permissible Activities online using the facility number reference above. http://depedms.dep.state.fl.us/Oculus/servlet/login?action=login

18. Entire Agreement. This Agreement shall constitute the entire agreement between the Department and the Owner regarding this grant of access to the Department as stated herein. No modification, amendment or waiver of the terms and conditions of this Agreement shall be binding upon Department unless approved in writing by an authorized representative of Owner and Department.

19. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action or proceeding arising from or relating to this Agreement shall be in the appropriate Florida court having jurisdiction located in Leon County, Florida.

20. Severability. Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

21. No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns and shall not be deemed to confer upon third parties any remedy, claim, liability, or reimbursement, claim of action or other right.

A. Are additional requirements attached to this agreement? Note: Additional requirements must be on a separate page titled Exhibit B and include the facility ID#, owner signature and date on the page.

☐ YES ☐ NO

B. Do you wish to participate or provide input with respect to rehabilitation of this facility?

☐ YES ☐ NO

C. Do you wish to exercise the option to reject one Agency Term Contractor prior to assignment of work?

☐ YES ☐ NO

D. Do you want the Contractor to contact you to obtain a separate site access agreement?
Note: Additional site access agreements must be completed between the owner and ATC within ninety (90) calendar days.

☐ YES ☐ NO

_____ _____

Signature of each Property Owner Signature of Witness

_____ _____

Print Name Date Print Name Date

_____

Property Owner Mailing Address

_____

Property Owner Telephone or Cell Phone Number

_____

Property Owner E-mail Address

Accepted by the State of Florida Department of Environmental Protection:

| | |
|---|---|
| _____ | _____ |
| Diane D. Pickett, P.G.<br>Program Administrator<br>Petroleum Restoration Program | Signature of Witness |
| _____ | _____ |
| Date | Print Name Date |

Attachments: Exhibit A- Legal description of the Property.

FDEP Coordinates (Degrees Minutes Seconds) for Facility

Attachment A

Short Legal Description:

FDEP Coordinates(Degrees Minutes Seconds) for Facility 52

Latitude
Longitude

**EXHIBIT B**
ADDITIONAL REQUIREMENTS TO SITE ACCESS AGREEMENT

FDEP FACILITY ID #: _____

In accordance with the provision of Paragraph A. to the Site Access Agreement, the following additional terms shall apply:

1. Site access pursuant to this Agreement is limited to those activities reasonable and necessary to assess contamination on the Property. Such activities shall not unreasonably interfere with Owner's operation of public facilities or providing of public services.
2. The removal or remediation of contamination located on the Property shall require a separate agreement with the Owner.
3. This Agreement shall terminate no later than five (5) years from the date of execution.
4. The Department acknowledges that Owner is a Florida municipal corporation and any liability for any damages resulting from the Owner's alleged negligence shall be limited to the extent authorized by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the Owner. Nothing herein shall be construed as consent by the Owner to be sued by third parties in any matter arising out of this agreement.
5. Venue for any action arising from or relating to the Agreement shall be in Pinellas County, Florida.

**OWNER:**

CITY OF ST. PETERSBURG, FLORIDA

By:

_____ _____
(Signature) Date

_____
(Name typed/printed)

_____
(Title)

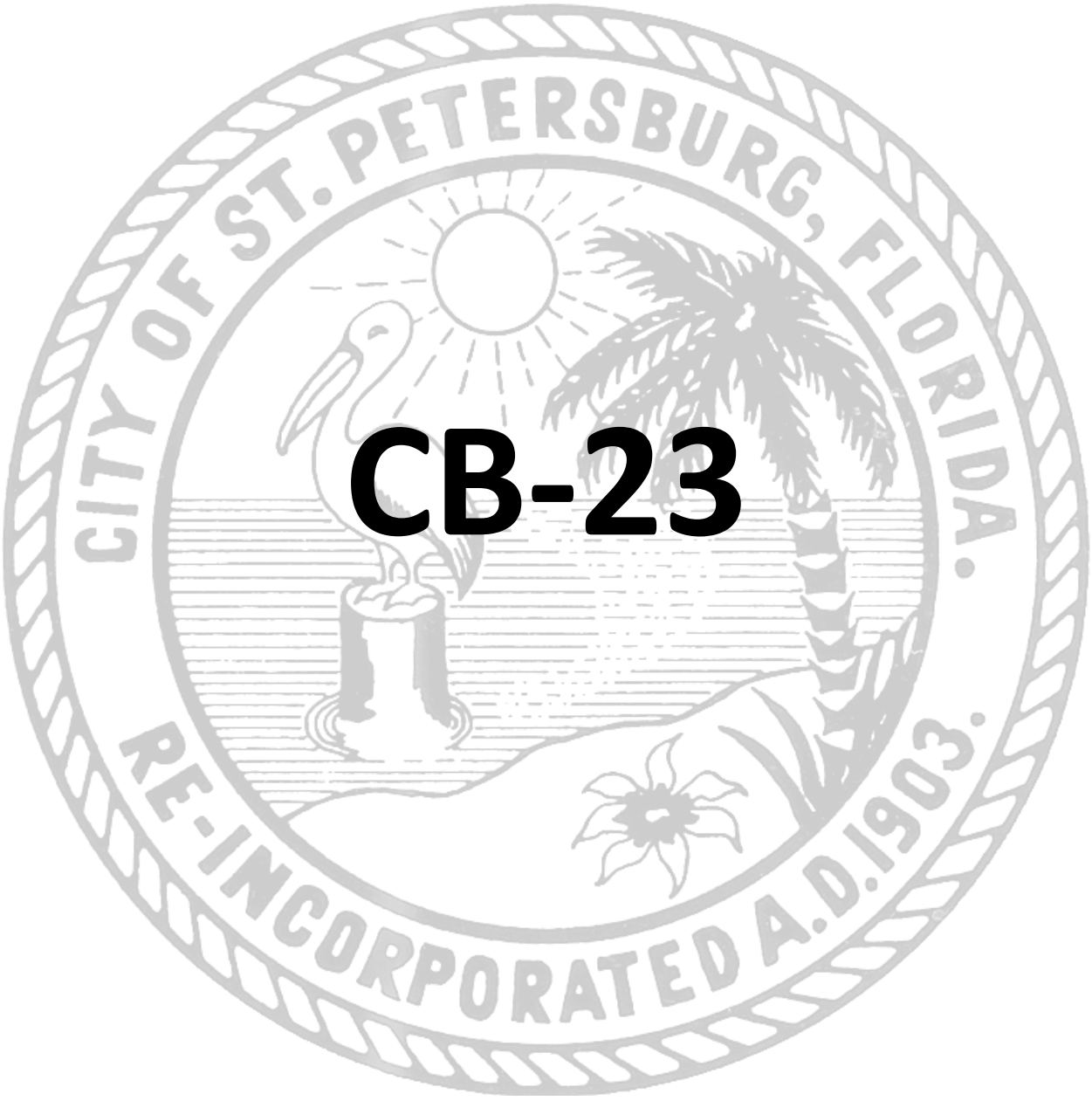
| | | |
|---|---|---|
| -- City of St. Petersburg Authorization Request --<br>**General Authorization** | | **Request #**<br>259986 |

| | | | | | |
|---|---|---|---|---|---|
| Name: | Johnson, Sarah B | Request Date: | 01-MAR-2024 | Status: | APPROVED |

| **Authorization Request** | |
|---|---|
| Subject: | Council Approval - 3/21 |
| Message: | FDEP Site Access Agreement |
| Supporting Documentation: | FDEP - Site Access Agreement - Final.pdf |

| | Approver | Completed By | Response | Response Date | Type |
|---|---|---|---|---|---|
| 0 | Johnson, Sarah B | | SUBMITTED | 01-MAR-2024 | |
| 1 | Prayman, Brejesh B | Prayman, Brejesh B | APPROVE | 01-MAR-2024 | User Defined |
| 2 | Wahl, Margaret Brown | Wahl, Margaret Brown | APPROVE | 01-MAR-2024 | User Defined |
| 3 | Tankersley, Claude Duval | Tankersley, Claude Duval | APPROVE | 01-MAR-2024 | User Defined |

The following page(s) contain the backup material for Agenda Item: A resolution approving the First Amendment to the funding agreement between Catholic Charities, Diocese of St. Petersburg, Inc. (Agency), and the City of St. Petersburg, Florida dated October 1, 2023, to increase the funding amount by $80,000 for the period October 1, 2023, through September 30, 2024 for a total funding amount not to exceed $230,000; authorizing the Mayor or his designee to execute the First Amendment; and providing an effective date.
Please scroll down to view the backup material.




# CB-23

**St. Petersburg City Council**

**Consent Agenda**

**Meeting of March 21, 2024**

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

**SUBJECT:** A resolution approving the First Amendment to the funding agreement between Catholic Charities, Diocese of St. Petersburg, Inc. ("Agency"), and the City of St. Petersburg, Florida dated October 1, 2023, to increase the funding amount by $80,000 for the period October 1, 2023, through September 30, 2024 for a total funding amount not to exceed $230,000; authorizing the Mayor or his designee to execute the First Amendment; and providing an effective date.

**EXPLANATION:** The City has expressed a desire to utilize a portion of its available funds to assist organizations that provide community services within Pinellas County. Catholic Charities, Diocese of St. Petersburg, Inc. ("Agency") is a voluntary, non-profit corporation which is open to the public and is dedicated to a valid public purpose. On October 1, 2023, the City executed a yearly funding agreement with the Agency for $150,000 for Fiscal Year 2024 ("Agreement") to provide operational and client services support for the Pinellas Hope program, which provides assistance to unhoused individuals in Pinellas County.

Administration now desires to amend the Agreement to increase funding to the Agency for the purpose of providing more spaces and services for unhoused St. Petersburg residents. This resolution authorizes the First Amendment to the Agreement which provides additional funding to the Agency in the amount of $80,000, for a total funding amount not to exceed $230,000, for increased capacity of twenty-five (25) spaces as well as a Case Manager position to serve unhoused St. Petersburg residents at Pinellas Hope.

**RECOMMENDATIONS:**

Administration recommends approval of the resolution approving the First Amendment to the funding agreement between Catholic Charities, Diocese of St. Petersburg, Inc. ("Agency"), and the City of St. Petersburg, Florida dated October 1, 2023, to increase the funding amount by $80,000 for the period October 1, 2023, through September 30, 2024 for a total funding amount not to exceed $230,000; authorizing the Mayor or his designee to execute the First Amendment; and providing an effective date.

**COST/FUNDING/ASSESSMENT INFORMATION**: Funds have been previously appropriated in the General Fund (0001), Housing and Neighborhood Services Administration Department, Veterans, Social and Homeless Services Division (080-2327).

**ATTACHMENTS**: Resolution

**APPROVALS**:

| | |
|---|---|
| AC Foster | Lance Stanford |
| **Administrative** | **Budget** |

Resolution No. _____

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE FUNDING AGREEMENT BETWEEN CATHOLIC CHARITIES, DIOCESE OF ST. PETERSBURG, INC. ("AGENCY"), AND THE CITY OF ST. PETERSBURG, FLORIDA DATED OCTOBER 1, 2023, TO INCREASE THE FUNDING AMOUNT BY $80,000 FOR THE PERIOD OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2024 FOR A TOTAL FUNDING AMOUNT NOT TO EXCEED $230,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to utilize a portion of its available funds to assist organizations that provide community services within Pinellas County; and

WHEREAS, Agency is a voluntary, non-profit corporation which is open to the public and dedicated to a valid public purpose; and

WHEREAS, on October 1, 2023, the City executed a yearly funding agreement with the Agency for $150,000 for Fiscal Year 2024 ("Agreement") to provide operational and client services support for the Pinellas Hope program, which provides assistance to unhoused individuals in Pinellas County; and

WHEREAS, the City and Agency now desire to amend the Agreement to increase funding to the Agency in the amount of $80,000, for a total funding amount not to exceed $230,000, for increased capacity of twenty-five (25) spaces as well as a Case Manager position to serve unhoused St. Petersburg residents at Pinellas Hope; and

WHEREAS, funds have been previously appropriated in the General Fund (0001), Housing and Neighborhood Services Administration Department, Veterans, Social and Homeless Services Division (080-2327).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the First Amendment to the funding agreement between Catholic Charities, Diocese of St. Petersburg, Inc. ("Agency"), and the City of St. Petersburg, Florida dated October 1, 2023, to increase the funding amount by $80,000 for the period October 1, 2023, through September 30, 2024 for a total funding amount not to exceed $230,000 is hereby approved.

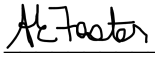
BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the First Amendment.

This resolution shall become effective immediately upon its adoption.

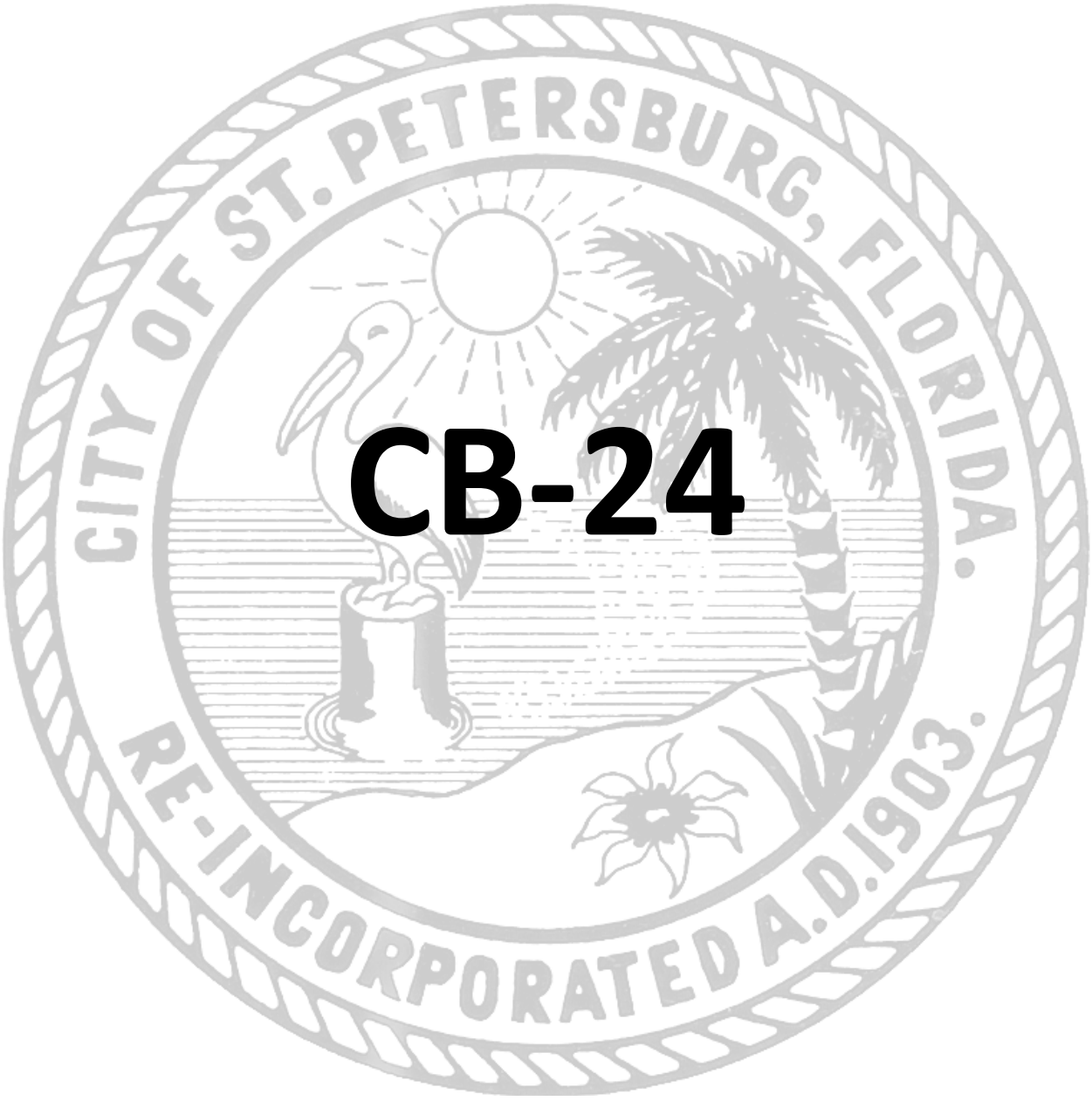
LEGAL:

00730466

DEPARTMENT:



The following page(s) contain the backup material for Agenda Item: A resolution approving the minutes of the City Council meetings held on November 2, November 9, November 27, and November 30, 2023; and providing an effective date.
Please scroll down to view the backup material.




# CB-24

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

TO: City Council Chair & Members of City Council

SUBJECT: City Council Minutes

EXPLANATION: City Council minutes of November 2, November 9, and November 27, 2023, City Council meetings.

RESOLUTION NO.___

A RESOLUTION APPROVING THE MINUTES OF THE CITY COUNCIL MEETINGS HELD ON NOVEMBER 2, NOVEMBER 9, NOVEMBER 27, AND NOVEMBER 30, 2023; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the minutes of the City Council meetings held on November 2, November 9, November 27 and November 30, 2023, are hereby approved.

This resolution shall become effective immediately upon its adoption.

LEGAL:

/s/Jeannine S. Williams

_____

City Attorney or Designee

# COUNCIL MEETING

CITY OF ST. PETERSBURG

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

**REGULAR SESSION OF THE CITY COUNCIL HELD AT CITY HALL**
**THURSDAY, November 2, 2023 AT 9:00 A.M.**

**********

Chair Brandi Gabbard called the meeting to order with the following members present: Gina Driscoll, Deborah Figgs-Sanders, Richie Floyd, Brandi Gabbard, Copley Gerdes, Lisset Hanewicz, John Malone, and Ed Montanari. City Administrator Robert Gerdes, City Attorney Jacqueline Kovilaritch, Chief Assistant City Attorney Jeannine Williams, City Clerk Chan Srinivasa, and Deputy City Clerk Jordan Wilson were also in attendance. Absent. None.

A moment of silence was observed to remember the following fallen officer of the St. Petersburg Police Department that were killed in the line of duty:

Officer Gene A. Bessette – November 10, 1961.

In connection with the approval of the agenda, Councilmember Figgs-Sanders moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council approve the agenda with the following changes as amended:

MOVE CB-6 A Resolution approving the plat of YMCA - Riviera, generally located at 501 62nd Avenue Northeast; setting forth conditions; and providing an effective date. (City File No.: DRC 22-20000013) (Moved to Reports as F-4)

MOVE CB-13 Requesting permission to accept the awarded Florida Department of Agriculture and Consumer Services (FDACS) Division of Administration (Contract #29916) for tree planting in the Childs Park Neighborhood. The awarded grant total is $49,617 with a 1:1 match of $49,617 that will be funded through the Office of Sustainability and Resilience Urban Forestry Budget. The total Childs Park tree planting and maintenance project cost will be up to $100,000. (Moved to Reports as F-3 Good News)

ADD CB-19 Legislative Affairs and Intergovernmental Relations Committee Meeting Minutes (September 21, 2023)

ADD CB-21 Committee of the Whole Report (8/26/2021)

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Malone. Montanari. Nays. None. Absent. None.

In connection with approval of the Consent Agenda, Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Figgs-Sanders. moved with the second of Councilmember Montanari that the following resolutions be adopted approving the attached Consent Agenda as amended.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Malone. Montanari. Nays. None. Absent. None.

In connection with reports, Allison Mihalich, Sustainability and Resilience Director gave a presentation to Council regarding a tree planting grant. Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Malone moved with the second of Councilmember Gerdes that the following resolution be adopted:

2023-560 A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT A GRANT FROM THE STATE OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES ("DEPARTMENT") IN AN AMOUNT OF $49,617 FOR THE CITY'S CHILDS PARK TREE PLANTING PROJECT AND TO EXECUTE A GRANT AGREEMENT WITH THE DEPARTMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $49,617 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), RESULTING FROM THESE ADDITIONAL GRANT REVENUES, TO THE PUBLIC WORKS ADMINISTRATION DEPARTMENT, SUSTAINABILITY AND RESILIENCY DIVISION (040-1251), CHILDS PARK TREE PLANTING PROJECT (TBD); AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Malone. Montanari. Nays. None. Absent. None.

In connection with the Open Forum portion of the agenda, the following person(s) came forward:

1. George Cassady, 3130 10th Street North, expressed concerns for street flooding.
2. Shawn Gertsch, 921 32nd Avenue North, expressed concerns for street flooding Betsy Wells, 234 25th Avenue North, spoke in support of early voting.

3. Marley Price, 5034 32nd Avenue North, spoke regarding the stadium.
4. Mirela Setkic, 4200 25th Avenue North, spoke regarding the Israel/Palestine conflict.
5. John Stewart, 2130 Burlington Avenue North, spoke regarding the stadium.
6. William Kilgore, 2550 23rd Street North, spoke regarding a stadium straw poll.
7. Peter Kent, 8 Academy Way, spoke regarding a stadium straw poll.
8. Andy Oliver, 3503 Haines Road, spoke regarding a stadium straw poll.
9. James Trimarco, 809 18th Avenue North, spoke regarding a stadium straw poll.
10. Kari Mueller, 1147 James Avenue South, spoke regarding a stadium straw poll.

In connection with public hearings, Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Figgs-Sanders that the following resolutions be adopted:

2023-561 A RESOLUTION CONFIRMING PRELIMINARY ASSESSMENT ROLLS FOR LOT CLEARING NO. 1650 (“LCA 1650”) AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY UPON WHICH SUCH COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 16.40.060.4.4; PROVIDING FOR INTEREST RATE(S) ON UNPAID BALANCES; ACKNOWLEDGING THAT NOTICE(S) OF LIEN(S) WILL BE FILED BY THE POD IN THE OFFICE OF THE CITY CLERK AND MAY BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

2023-562 A RESOLUTION CONFIRMING PRELIMINARY ASSESSMENT ROLLS FOR LOT CLEARING NO. 1651 (“LCA 1651”) AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY UPON WHICH SUCH COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 16.40.060.4.4; PROVIDING FOR INTEREST RATE(S) ON UNPAID BALANCES; ACKNOWLEDGING THAT NOTICE(S) OF LIEN(S) WILL BE FILED BY THE POD IN THE OFFICE OF THE CITY CLERK AND MAY BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

2023-563 A RESOLUTION ASSESSING THE COSTS OF SECURING LISTED ON SECURING BUILDING NO. 1286 ("SEC 1286") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY UPON WHICH SUCH COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR INTEREST RATE(S) ON UNPAID BALANCES; ACKNOWLEDGING THAT A NOTICE(S) OF LIEN(S) SHALL BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Malone. Montanari. Nays. None. Absent. None.

In connection with public hearings, the Clerk read the title of proposed Ordinance 561-H. Amy Foster, Housing and Neighborhood Services Administrator gave a PowerPoint presentation to Council regarding the Live Local Act. Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gerdes moved with the second of Councilmember Hanewicz that the following resolution be adopted:

**PROPOSED ORDINANCE NO. 561-H**

AN ORDINANCE OF THE CITY OF ST. PETERSBURG AMENDING THE CITY CODE TO CREATE A NEW CHAPTER 28 – HOUSING; CREATING CHAPTER 28, ARTICLE I. IN GENERAL; PROVIDING DEFINITIONS; CREATING CHAPTER 28 ARTICLE II. AFFORDABLE HOUSING TAX RELIEF; PROVIDING AUTHORITY; PROVIDING APPLICABILITY; PROVIDING A PROCESS FOR USE; PROVIDING PENALTIES; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Malone. Montanari. Nays. None. Absent. None.

In connection with reports, Aaron Fisch, Real Estate and Property Management Director gave a PowerPoint presentation to Council regarding a St. Pete College Acquisition Project. Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gerdes moved with the second of Councilmember Malone that the following resolution be adopted:

2023-564 A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO (I) EXECUTE AN AGREEMENT WITH THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE FOR THE PURCHASE OF PROPERTY LOCATED AT 7045 BURLINGTON AVE. N, ST. PETERSBURG, FOR THE CONTRACT PRICE OF $4,200,000, (II) EXECUTE AN AGREEMENT WITH THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE TO GIVE SPECIFIC RIGHTS TO ST. PETERSBURG COLLEGE REGARDING THE PURCHASE OF CERTAIN UNITS BUILT ON SUCH PROPERTY, (III) EXECUTE ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION, AND (IV) PAY FOR SURVEY(S), INSPECTIONS, ENVIRONMENTAL AUDIT(S), AND OTHER ACQUISITION/CLOSING RELATED COSTS, INCLUDING THE PAYMENT OF STATE DOCUMENTARY STAMPS ON THE DEED, ALL NOT TO EXCEED $100,000; APPROVING A TRANSFER IN THE AMOUNT OF $4,300,000 FROM THE UNAPPROPRIATED BALANCE OF THE PARKING REVENUE FUND (1021), TO THE HOUSING CAPITAL IMPROVEMENT FUND (3000);

APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $4,300,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE HOUSING CAPITAL IMPROVEMENT FUND (3000), RESULTING FROM THE ABOVE TRANSFER, TO THE ST. PETE COLLEGE ACQUISITION PROJECT (20095); AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Malone. Montanari. Nays. None. Absent. None.

In connection with reports, Councilmember Richie Floyd gave a presentation to Council regarding the Advantage Pinellas Housing Action Plan. Vice-Chair Figgs-Sanders asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Floyd moved with the second of Councilmember Hanewicz that the following resolution be adopted:

2023-565 A RESOLUTION OF THE CITY OF ST. PETERSBURG CITY COUNCIL ENDORSING THE ADVANTAGE PINELLAS HOUSING ACTION PLAN; INSTRUCTING THE CITY CLERK TO TRANSMIT THIS RESOLUTION TO CERTAIN PERSONS AND ENTITIES; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gerdes. Hanewicz. Malone. Montanari. Nays. None. Absent. Gabbard.

In connection with reports, Elizabeth Abernethy, Planning and Development Director gave a PowerPoint presentation to Council regarding a YMCA plat. Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Floyd moved with the second of Councilmember Hanewicz that the following resolution be adopted:

2023-566 A RESOLUTION APPROVING THE PLAT OF YMCA - RIVIERA, GENERALLY LOCATED AT 501 62$^{ND}$ AVENUE NORTHEAST; SETTING FORTH CONDITIONS FOR APPROVAL; AND PROVIDING AN EFFECTIVE DATE. (City File 22-20000013)

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gerdes. Hanewicz. Malone. Montanari. Nays. None. Absent. Gabbard.

In connection with new ordinances, the Clerk read the title of proposed Ordinances 565-H and 564-H. Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Hanewicz that the following resolutions be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting November 30, 2023 as the public hearing date for the following proposed Ordinance(s):

**PROPOSED ORDINANCE NO. 565-H**

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA AMENDING THE CITY'S LAND DEVELOPMENT REGULATIONS; AMENDING SECTION 16.01.040. TO PRECLUDE APPLICATION OF THE LAND DEVELOPMENT REGULATIONS TO CERTAIN AFFORDABLE HOUSING PROJECTS APPROVED PURSUANT TO SECTION 166.04151(6) OR PURSUANT TO 166.04151(7)(a), FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

**PROPOSED ORDINANCE NO. 564-H**

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA AMENDING CHAPTER 17.5 OF THE CITY CODE RELATED TO HOUSING ASSISTANCE; AMENDING THE EXISTING PROCESS PURSUANT TO SECTIONS 166.04151(6) AND 166.04151(7(a), FLORIDA STATUTES, WHEREIN THE CITY MAY ADMINISTRATIVELY APPROVE THE DEVELOPMENT OF HOUSING THAT IS AFFORDABLE IN DESIGNATED ZONING CATEGORIES SUBJECT TO PROCEDURAL AND SITE COMPATIBILITY REQUIREMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Malone. Montanari. Nays. None. Absent. None.

In connection with a new business item presented by Councilmember Richie Floyd, Chair Gabbard asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Dylan Dames, 12001 Dr. Martin Luther King Jr. Street North, spoke in favor of a straw poll.
2. Nick Carey, 5320 10th Street North, spoke in favor of a straw poll.
3. Ben Atherton-Zeman, 3680 42nd Way South, spoke in favor of a straw poll.

Councilmember Floyd moved with the second of Councilmember Hanewicz that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council respectfully requesting a referral to the Committee of the Whole to be scheduled on November 9, 2023 a discussion regarding a potential

straw poll on the Tampa Bay Rays stadium agreement, to be included on the March 19, 2024 presidential preference primary election ballots.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Hanewicz. Malone. Nays. Gabbard. Gerdes. Montanari. Absent. None. MOTION FAILED.

In connection with a new business item presented by Vice-Chair Deborah Figgs-Sanders, Chair Gabbard asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Ruth Whitney, 700 14th Avenue North, spoke in favor of a joint CBA and City Council meeting.

Councilmember Vice-Chair Figgs-Sanders moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council Respectfully requesting a joint Community Benefit Advisory Committee and City Council meeting at a Committee of the Whole for discussion on the Community Benefit Program.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Malone. Montanari. Nays. None. Absent. None.

In connection with a new business item presented by Chair Brandi Gabbard, Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Vice-Chair Figgs-Sanders moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council respectfully requesting a referral to a Committee of the Whole no later than the end of the first quarter of 2024 for a discussion on flood mitigation strategies for the coastal high hazard and repetitive loss areas of our city. Topics to include current permitting process and requirements for infill residential development, current FEMA application & acceptance procedures for mitigation grants, exploration of methods to improve our Community Rating System (CRS) score to reduce the impact of rising flood insurance rates, and a discussion on funding a study examining the fiscal impact of climate informed zoning such as the study prepared by the Lincoln Institute of Land Policy attached. This conversation is relevant to a New Business Item approved in a City Council Meeting on July 12, 2018 to "explore options for, and provide a presentation on, creating a grant or incentive program for homeowner hurricane mitigation efforts in repetitive loss neighborhoods as determined by FEMA." That is on the Health, Energy, Resilience, and Sustainability (HERS) Committee Referral List.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Malone. Montanari. Nays. None. Absent. None.

In connection with the second Open Forum portion of the agenda, the following person(s) came forward:

1. Gerald Broadbent, 715 64th Avenue South, spoke regarding Maximo Park.

# CONSENT AGENDA

COUNCIL MEETING — CITY OF ST. PETERSBURG

**Consent Agenda A**
**November 2, 2023**

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

2023-528 1. Approving a blanket purchase agreement with Odyssey Manufacturing Co. for sodium hypochlorite supply services, for the Water Resources Department, for a total contract amount of $2,171,000.

2023-529 2. Accepting a proposal from Daniel Company, dba Daniel Mechanical LLC, a sole source supplier, for a Bio-trickling Filter and Carbon Adsorber Odor Control System, for the Southwest Water Reclamation Facility, for a total cost of $1,315,000.

2023-530 3. Accepting Statements of Qualifications (SOQs) from CivilSurv Design Group, Inc., Colliers Engineering & Design, Inc., Hyatt Survey Services, Inc., Survtech Solutions, Inc., and T2 UES. Inc. for Consulting Services, Professional Surveying, for the Engineering and Capital Improvements Department, for a four-year contract.

2023-531 4. Accepting a bid from Ajax Paving Industries of Florida LLC, for Citywide Annual Resurfacing, for the Engineering and Capital Improvements Department, in the amount of $5,049,379 (ECID Project No. 23003-130; Oracle No. 19196).

2023-532 5. Approving a three-year blanket purchase agreement with FirstOnsite Restoration, Inc dba Interstate Restoration and Paul Davis Restoration, Inc for as-needed disaster restoration services for the Pier.

2023-533 6. Approving the renewal and an increase in allocation of a two-year blanket purchase agreement with Parkmobile LLC, for pay-by-connected-device parking services, for a total contract amount of $2,290,000.

2023-534 7. A Resolution accepting a guaranteed maximum price proposal dated June 26, 2023 in the amount of $613,682 from Archer Western Construction, LLC ("Archer Western") for construction phase services for the Sanitation Building Fiber Optic Network Expansion Project; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date (ECID Project No. 22100-124; Oracle Project Nos. 19071, 17971).

# CONSENT AGENDA

COUNCIL MEETING CITY OF ST. PETERSBURG

**Consent Agenda B**
**November 2, 2023**

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

2023-535 1. Approving a blanket purchase agreement with Allied Universal Corp. for sodium hydroxide, for the Water Resources Department, for a total contract amount of $350,000

2023-536 2. Approving the reinstatement and an increase in allocation for shuttle bus services, with SP Plus Corporation for the Municipal Pier District, in the amount of $56,050, for a total contract amount of $2,019,050.

2023-537 3. Approving the renewal and an increase in allocation of a contract purchase agreement with Econolite Control Products, Inc., a sole source supplier, for the purchase of traffic controllers for the Stormwater Traffic and Pavement Operations Department in the amount of $320,000.

2023-538 4. Approving the renewal, a blanket purchase agreement with Portable Sanitation of Tampa, Inc. for the rental of portable toilets, in the amount of $40,000.

2023-539 5. Accepting a bid from Jantech Services, Inc for battery replacement services for the Police Department, in the amount of 265,148.16.

6. ~~A Resolution approving the plat of YMCA - Riviera, generally located at 501 62nd Avenue Northeast; setting forth conditions; and providing an effective date. (City File No.: DRC 22-20000013)~~ (Moved to Reports as F-4)

2023-540 7. Authorizing the Mayor, or his designee, to execute a License Agreement with the Civil Air Patrol, a Congressionally chartered non-profit federal corporation and the civilian Auxiliary of the United States Air Force, for continued use of property to maintain a building and other ancillary improvements for its base operations within City-owned Albert Whitted Airport, for a period of three (3) years at an aggregate fee of $36.00; and providing an effective date. (Requires affirmative vote of at least six (6) members of City Council.)

2023-541 8. Authorizing the Mayor, or his designee, to execute a First Amendment to the License Agreement with the Salvador Dali Museum, Inc., a Florida not-for-profit corporation,

to continue the non-exclusive right to use up to fifty (50) numbered vehicular parking spaces in the overflow parking area at Albert Whitted Airport for an additional three (3) year term; and providing an effective date.

2023-542 9. Authorizing the Mayor, or his designee, to execute License Agreement with the Childs Park Rattlers Youth Athletic Organization, Inc., a Florida not-for-profit corporation, for the use of the concession stand, equipment/storage, and press box/storage buildings within a portion of City-owned Childs Park Athletic Complex located at 601 – 45th Street South, St. Petersburg, for a period of three (3) years at an aggregate fee of $36.00; and 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.)

2023-543 10. A Resolution to execute the first amendment to the agreement with Volkan Alkanoglu Design, LLC for two artistic sculptures for the Grand Central District Entryway Project to increase the total contract amount by $219,000, including a $38,000 contingency, for a total contract amount not to exceed $418,000.

2023-544 11. Approving a resolution authorizing the Mayor or his designee to accept additional grant funds from the State of Florida Department of Health, Bureau of Childcare Food Programs ("Department") in an amount not to exceed $14,625.96 as an additional reimbursement for the City of St. Petersburg 2023 Childcare Food Program for a total amount of $241,295.96; to execute a grant agreement and all other documents necessary to effectuate this transaction; and providing an effective date.

12. Approval of Co-Sponsored Event Applications and Associated Resolutions

2023-545 (a) A resolution approving events for co-sponsorship by the City in name only for FY2024; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution; and providing an effective date.

2023-546 (b) A resolution in accordance with City Code Section 21-38(c) Exempting St. Pete Tacos And Tequila (Vinoy Park) from the beer and wine only restrictions in City Code Section 21-38(c) upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue (for on premises consumption only) during the times and dates of the event as set forth herein; and providing an effective date.

2023-547 (c) A resolution in accordance with City Code Section 21-38(c) exempting St. Pete Pride LGBTQ+ Youth and Family Day (North Straub Park) from the beer and wine only restrictions in city code section 21-38(c) upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue (for on premises consumption only) during the times and dates of the event as set forth herein; and providing an effective date.

2023-548 (d) A resolution in accordance with City Code Section 21-38(c) exempting St. Pete Pride Weekend (Vinoy Park, North and South Straub Parks) from the beer and wine only restrictions in City Code Section 21-38(c) upon the issuance of a

permit for alcoholic beverages to be sold, served, or dispensed at the venue (for on premises consumption only) during the times and dates of the event as set forth herein; and providing an effective date.

2023-549 (e) A resolution in accordance with City Code Section 21-38(d) exempting Derby At The Pier (Spa Beach Park) from the beer and wine only restrictions in City Code Section 21-38(d) upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue (for on premises consumption only) during the times and dates of the event as set forth herein; and providing an effective date.

2023-550 (f) A resolution in accordance with City Code Section 21-38(d) exempting Spring Fest and Easter Egg Hunt (Spa Beach Park) from the beer and wine only restrictions in City Code Section 21- 38(d) upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue (for on premises consumption only) during the times and dates of the event as set forth herein; and providing an effective date.

2023-551 (g) A resolution in accordance with City Code Section 21-38(d) exempting The Fourth (Spa Beach Park) from the beer and wine only restrictions in City Code Section 21-38(d) upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue (for on premises consumption only) during the times and dates of the event as set forth herein; and providing an effective date.

2023-552 (h) A resolution in accordance with City Code Section 21-38(d) exempting St. Pete Pier Run (Spa Beach Park) from the beer and wine only restrictions in City Code Section 21-38(d) upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue (for on premises consumption only) during the times and dates of the event as set forth herein; and providing an effective date.

2023-553 (i) A resolution in accordance with City Code Section 21-38(d) exempting St. Pete Pier Live Oliver Tree (Spa Beach Park) from the beer and wine only restrictions in City Code Section 21- 38(d) upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue (for on premises consumption only) during the times and dates of the event as set forth herein; and providing an effective date.

2023-554 (j) A resolution in accordance with City Code Section 21-38(d) exempting Mini Country Concert Series (Spa Beach Park) from the beer and wine only restrictions in City Code Section 21-38(d) upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue (for on premises consumption only) during the times and dates of the event as set forth herein; and providing an effective date.

2023-555 (k) A resolution in accordance with City Code Section 21-38(d) exempting St. Pete Pier Live Atmosphere and RJD2 (Spa Beach Park) from the beer and wine only restrictions in City Code Section 21-38(d) upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue (for on premises

consumption only) during the times and dates of the event as set forth herein; and providing an effective date.

13. ~~Requesting permission to accept the awarded Florida Department of Agriculture and Consumer Services (FDACS) Division of Administration (Contract #29916) for tree planting in the Childs Park Neighborhood. The awarded grant total is $49,617 with a 1:1 match of $49,617 that will be funded through the Office of Sustainability and Resilience Urban Forestry Budget. The total Childs Park tree planting and maintenance project cost will be up to $100,000.~~ (Moved to Reports as F-3 Good News)

2023-556

14. A Resolution authorizing the Mayor or his designee to execute Task Order No. 21-04-FN/W(S) to the architect/engineering agreement dated July 15, 2021 between the City of St. Petersburg, Florida and Freese and Nichols, Inc. ("A/E") for A/E to provide project management, data collection and review, site visits, a technical memorandum, and cost benefit analysis related to the SWWRF Climate Vulnerability Assessment Project in an amount not to exceed $137,978.89 (ECID Project No. 23153-100; Oracle No. 19677); and providing an effective date.

2023-557

15. A Resolution approving the First Amendment to the Professional Services Agreement between the City of St. Petersburg, Florida and Wright-Pierce, Inc. ("A/E") dated June 21, 2023 to supplement the scope of services and modify the payment schedule and project schedule related to the CCTV Program Management Project; authorizing the Mayor or his designee to execute the First Amendment; and providing an effective date. (ECID Project No. 22042-111; Oracle Project No. 19353)

Received&Filed

16. Housing. Land Use, & Transportation Committee Meeting Minutes (September 14, 2023)

Received&Filed

17. Youth and Family Services Committee Meeting Minutes (June 8, 2023)

2023-559

18. A resolution accepting a Mobile Command Center purchased by the City of Tampa for the City of St. Petersburg through federal grant funds from the Urban Areas Security Initiative; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date.

2023-558

19. Legislative Affairs and Intergovernmental Relations Committee Meeting Minutes (September 21, 2023)

2023-559

20. A resolution approving the change in start time of the November 9, 2023 City Council Meeting from 3:00 PM to 1:30 PM; and providing an effective date.

There being no further business Chair Gabbard adjourned the meeting at 11:57 a.m.

_____

Brandi Gabbard, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: _____

Chan Srinivasa, City Clerk

# COUNCIL MEETING

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

**CITY OF ST. PETERSBURG**

**REGULAR SESSION OF THE CITY COUNCIL HELD AT CITY HALL THURSDAY, NOVEMBER 9, 2023, AT 1:30 P.M.**

**********

Chair Brandi Gabbard called the meeting to order with the following members present: Gina Driscoll, Deborah Figgs-Sanders, Richie Floyd, Brandi Gabbard, Copley Gerdes, Lisset Hanewicz, John Malone, and Ed Montanari. City Administrator Robert Gerdes, City Attorney Jacqueline Kovilaritch. City Clerk Chan Srinivasa, and Deputy City Clerk Jordon Wilson were also in attendance. Absent. None.

In connection with the approval of the agenda, Councilmember Montanari moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council approve the agenda with the following changes as amended:

| | | |
|---|---|---|
| ADD | D-2 | Proclamation~ USF St. Pete Student Government Day |
| ADD | D-3 | Proclamation~ Hospice and Palliative Care Month |
| ADD | D-4 | Proclamation~ Veterans Day |
| INFO | E-1 | Ordinance 562-H. An Ordinance enacting year-end appropriation adjustments for Fiscal Year 2023 for the Operating Budget and Capital Improvement Program Budget and Adjustments to the Fiscal Year 2024 Budget; and providing an effective date. (Backup and presentation included) |
| INFO | F-2 | The Palladium Theater - Capital Campaign and Improvement Plan (Presentation included) |
| ADD | G-1 | Respectfully requesting a referral to the Health, Energy, Resilience & Sustainability Committee to discuss an update on Healthy St. Pete and the St. Pete Healthy Food Action Plan. (Councilmember Driscoll- Staff Request) |

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Malone. Montanari. Nays. None. Absent. None.

In connection with Awards and Presentations, Mayor Welch presented a Proclamation proclaiming November 20, 2023 as Transgender Day of Remembrance.

In connection with Awards and Presentations, Mayor Welch presented a Proclamation proclaiming November 9, 2023 as USF St. Petersburg Student Government Day.

In connection with Awards and Presentations, Councilmember Figgs-Sanders presented a Proclamation proclaiming November 2023 as Hospice and Palliative Care Awareness Month.

In connection with Awards and Presentations, Councilmember Montanari presented a Proclamation proclaiming November 11, 2023 as Veterans Day.

In connection with the Open Forum portion of the agenda, the following person(s) came forward:

1. Kari Mueller, 1147 James Avenue South, spoke regarding Gas Plant Redevelopment.

In connection with reports, Police Chief Anthony Holloway gave a presentation to Council regarding the St. Petersburg Police Department Quarterly Report. Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response. No action was taken.

In connection with reports, Paul Wilborn, Palladium Theater Executive Director, gave a presentation to Council regarding a Capital Campaign and Improvement Plan. Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response. No action was taken.

In connection with new ordinances, the Clerk read the title of proposed Ordinance 562-H. Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Figgs-Sander that the following resolution be adopted:

> BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that setting November 27, 2023 as the public hearing date for the following proposed Ordinance(s):
>
> **PROPOSED ORDINANCE 562-H**
>
> AN ORDINANCE ENACTING YEAR-END APPROPRIATION ADJUSTMENTS FOR FISCAL YEAR 2023 FOR THE OPERATING BUDGET AND CAPITAL IMPROVEMENT PROGRAM BUDGET AND ADJUSTMENTS TO THE FISCAL YEAR 2024 BUDGET; AND PROVIDING AN EFFECTIVE DATE.
>
> be adopted on second and final hearing.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Malone. Montanari. Nays. None. Absent. None.

In connection with new ordinances, the Clerk read the title of proposed Ordinance 756-L and 788-Z. Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Figgs-Sanders moved with the second of Councilmember Hanewicz that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that setting December 7, 2023 as the public hearing date for the following proposed Ordinance(s):

**PROPOSED ORDINANCE 756-L**

AN ORDINANCE ENACTING YEAR-END APPROPRIATION ADJUSTMENTS FOR FISCAL YEAR 2023 FOR THE OPERATING BUDGET AND CAPITAL IMPROVEMENT PROGRAM BUDGET AND ADJUSTMENTS TO THE FISCAL YEAR 2024 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final hearing.

**PROPOSED ORDINANCE 788-Z**

AN ORDINANCE ENACTING YEAR-END APPROPRIATION ADJUSTMENTS FOR FISCAL YEAR 2023 FOR THE OPERATING BUDGET AND CAPITAL IMPROVEMENT PROGRAM BUDGET AND ADJUSTMENTS TO THE FISCAL YEAR 2024 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final hearing.

Roll Call. Ayes. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Malone. Montanari. Nays. None. Absent. Driscoll.

Chair Gabbard recessed the St. Petersburg City Council at 3:09 p.m. and convened as Community Redevelopment Agency.

Chair Gabbard reconvened at 3:30 p.m.

In connection with reports, Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Montanari moved with the second of Councilmember Figgs-Sanders that the following resolution be adopted:

2023-567 A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG AND FAIRFIELD AVENUE APARTMENTS, LLC FOR THE CITY TO PROVIDE $9,700,000 IN TAX INCREMENT FINANCING ("TIF") FUNDS FROM THE SOUTH ST. PETERSBURG REDEVELOPMENT DISTRICT FUND (1104) FOR THE CONSTRUCTION OF 264 AFFORDABLE DWELLING UNITS IN THE SOUTH ST. PETERSBURG COMMUNITY REDEVELOPMENT AREA; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE AGREEMENT; FINDING THE EXPENDITURE OF TIF FUNDS FOR THE PROPOSED CONSTRUCTION PROJECT TO BE CONSISTENT WITH THE INTENT OF THE SOUTH ST. PETERSBURG COMMUNITY REDEVELOPMENT PLAN; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO FILL IN BLANKS AND EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $7,418,311 FROM THE UNAPPROPRIATED BALANCE OF THE SOUTH ST. PETERSBURG REDEVELOPMENT DISTRICT FUND (1104) TO THE ECONOMIC AND WORKFORCE DEVELOPMENT DEPARTMENT, ADMINISTRATION DIVISION (375-2609), FAIRFIELD AVENUE APARTMENTS PROJECT (TBD); AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Malone. Montanari. Nays. None. Absent. None.

In connection with a new business item presented by Councilmember Gina Driscoll, Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Driscoll moved with the second of Councilmember Floyd that the following resolution be adopted:

> BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council respectfully request a referral to the Health, Energy, Resilience and Energy Sustainability Committee to discuss an update on Healthy St. Pete and the St. Pete Healthy Food Action Plan.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Malone. Montanari. Nays. None. Absent. None.

In connection with the second Open Forum portion of the agenda, there were no person(s) present wishing to be heard.

There being no further business Chair Gabbard adjourned the meeting at 3:33 p.m.

_____

Brandi Gabbard, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: _____

Chan Srinivasa, City Clerk

# COUNCIL MEETING

CITY OF ST. PETERSBURG

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

**REGULAR SESSION OF THE CITY COUNCIL HELD AT CITY HALL**
**THURSDAY, November 27, 2023, AT 5:00 P.M.**

**********

Chair Brandi Gabbard called the meeting to order with the following members present: Gina Driscoll, Deborah Figgs-Sanders, Richie Floyd, Brandi Gabbard, Copley Gerdes, Lisset Hanewicz, and Ed Montanari. City Administrator Robert Gerdes, Chief Assistant City Attorney Jeannine Williams and City Clerk Chan Srinivasa were also in attendance. Absent. John Malone.

In connection with the approval of the agenda, Councilmember Hanewicz moved with the second of Councilmember Gerdes that the following resolution be adopted:

> BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council approve the agenda.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Malone. Montanari. Nays. None. Absent. Malone.

In connection with the Open Forum portion of the agenda, there were no person(s) present wishing to speak.

In connection with public hearings, Elizabeth Makofske, Budget Director gave a PowerPoint presentation to Council regarding the enacting of year-end appropriation adjustments for Fiscal Year 2023 for the Operating Budget and Capital Improvement Program Budget and Adjustments to the Fiscal Year 2024 Budget. Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Montanari moved with the second of Councilmember Hanewicz that the following resolution be adopted as amended:

> BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that funds for Albert Whitted be transferred to the Urban Tree Planting Program.

Roll Call. Ayes. Driscoll. Gerdes. Hanewicz. Montanari. Nays. Figgs-Sanders. Floyd. Gabbard. Absent. Malone.

Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolution be adopted as amended:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 562-H entitled:

**PROPOSED ORDINANCE NO. 562-H**

AN ORDINANCE ENACTING YEAR-END APPROPRIATION ADJUSTMENTS FOR FISCAL YEAR 2023 FOR THE OPERATING BUDGET AND CAPITAL IMPROVEMENT PROGRAM BUDGET AND ADJUSTMENTS TO THE FISCAL YEAR 2024 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Malone. Montanari. Nays. None. Absent. None.

In connection with the second Open Forum portion of the agenda, there were no person(s) present wishing to speak.

There being no further business Chair Gabbard adjourned the meeting at 5:50 p.m.

_____
Brandi Gabbard, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: _____
Chan Srinivasa, City Clerk

# COUNCIL MEETING

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

**CITY OF ST. PETERSBURG**

**REGULAR SESSION OF THE CITY COUNCIL HELD AT CITY HALL**
**THURSDAY, November 30, 2023 AT 9:00 A.M.**

**********

Chair Brandi Gabbard called the meeting to order with the following members present: Deborah Figgs-Sanders, Richie Floyd, Brandi Gabbard, Copley Gerdes, Lisset Hanewicz, and Ed Montanari. City Administrator Robert Gerdes, City Attorney Jacqueline Kovilaritch, Chief Assistant City Attorney Jeannine Williams, City Clerk Chan Srinivasa, and Deputy City Clerk Jordan Wilson were also in attendance. Absent. Gina Driscoll, John Malone.

In connection with the approval of the agenda, Councilmember Gerdes moved with the second of Councilmember Figgs-Sanders that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council approve the agenda with the following changes as amended:

DELETE CB-17 A Resolution accepting a Guaranteed Maximum Price (GMP) proposal in the amount of $320,260 submitted by Biltmore Construction Co., Inc. (Biltmore) on September 27, 2023 for construction phase services for the City Hall Annex HVAC Replacement Project; authorizing the Mayor or his designee to execute the First Amendment to the Construction Manager At Risk Agreement with a GMP between the City of St. Petersburg, Florida and Biltmore, dated June 2, 2023 to incorporate the GMP Proposal into the agreement and modify other necessary provisions; and providing an effective date. (ECID Project No. 23134-100; Oracle Project No. 18637)

INFO F-2 Approval of Funding for Bayou Court Apartments (Presentation included)

Roll Call. Ayes. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Montanari. Nays. None. Absent. Driscoll. Malone.

Councilmember Driscoll entered the meeting at 9:05 a.m.

In connection with approval of the Consent Agenda, Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Montanari

moved with the second of Councilmember Hanewicz that the following resolutions be adopted approving the attached Consent Agenda as amended.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Montanari. Nays. None. Absent. Malone.

In connection with the Awards and Presentations, Lendel Bright ADA and Diversity Coordinator recognized the St. Petersburg Police Volunteer Road Patrol.

In connection with the Open Forum portion of the agenda, the following person(s) came forward:

1. William Herrmann, 130 4th Avenue North, spoke regarding utility rates.
2. Kari Mueller, 1141 James, spoke regarding the stadium.
3. Ann Pollack, 433 Central Avenue, spoke regarding the stadium.
4. Jeremy Tollberg, 417 Lido Way North, spoke regarding the stadium.

In connection with public hearings, the Clerk read the title of proposed Ordinance 565-H and 564-H. Amy Foster, Housing & Neighborhood Services Administrator gave a PowerPoint presentation to Council regarding a land development regulation amendment. Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gerdes moved with the second of Councilmember Figgs-Sanders that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 565-H entitled:

**PROPOSED ORDINANCE NO. 565-H**

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA AMENDING THE CITY'S LAND DEVELOPMENT REGULATIONS; AMENDING SECTION 16.01.040. TO PRECLUDE APPLICATION OF THE LAND DEVELOPMENT REGULATIONS TO CERTAIN AFFORDABLE HOUSING PROJECTS APPROVED PURSUANT TO SECTION 166.04151(6) OR PURSUANT TO 166.04151(7)(a), FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Montanari. Nays. None. Absent. Malone.

Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 564-H entitled:

**PROPOSED ORDINANCE NO. 564-H**

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA AMENDING CHAPTER 17.5 OF THE CITY CODE RELATED TO HOUSING ASSISTANCE; AMENDING THE EXISTING PROCESS PURSUANT TO SECTIONS 166.04151(6) AND 166.04151(7(a), FLORIDA STATUTES, WHEREIN THE CITY MAY ADMINISTRATIVELY APPROVE THE DEVELOPMENT OF HOUSING THAT IS AFFORDABLE IN DESIGNATED ZONING CATEGORIES SUBJECT TO PROCEDURAL AND SITE COMPATIBILITY REQUIREMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Montanari. Nays. None. Absent. Malone.

In connection with a Legal item, Assistant City Attorney Macall Dyer gave a presentation to Council. Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gerdes moved with the second of Councilmember Figgs-Sanders that the following resolution be adopted:

2023-593 A RESOLUTION OF THE CITY COUNCIL OF ST. PETERSBURG, FLORIDA APPROVING AN INCREASE IN THE NOT TO EXCEED AMOUNT OF THE ENGAGEMENT LETTER WITH FAEGRE DRINKER BIDDLE & REATH LLP FROM $250,000 TO $550,000; APPROVING A TRANSFER IN THE AMOUNT OF $300,000 FROM THE BALANCE OF THE GENERAL FUND CONTINGENCY (0001) TO THE LEGAL DEPARTMENT, LEGAL DIVISION (030-1009); AND PROVIDING FOR AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Gabbard. Gerdes. Montanari. Nays. Floyd. Hanewicz. Absent. Malone.

In connection with a Legal item, Assistant City Attorney Macall Dyer gave a presentation to Council. Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gerdes moved with the second of Councilmember Figgs-Sanders that the following resolution be adopted:

2023-594 A RESOLUTION OF THE CITY COUNCIL OF ST. PETERSBURG, FLORIDA CONFIRMING THE APPOINTMENT OF BRYANT MILLER OLIVE P.A. TO PROVIDE LEGAL ADVICE ON VARIOUS FINANCE RELATED MATTERS IN CONNECTION WITH THE STADIUM PROJECT AND HISTORIC GAS PLANT DISTRICT DEVELOPMENT PROJECT, INCLUDING FINANCING STRUCTURES, TERMS OF PROJECT AGREEMENTS AND TAX INCREMENT ISSUES FOR AN AMOUNT NOT TO EXCEED $100,000; APPROVING A TRANSFER IN THE AMOUNT OF $100,000 FROM THE BALANCE OF THE GENERAL FUND CONTINGENCY (0001) TO THE LEGAL DEPARTMENT, LEGAL DIVISION (030-1009); APPROVING AN INCREASE IN THE BRYANT MILLER OLIVE P.A FEE CAP FOR THE PUBLICLY OFFERED DEBT ANTICIPATED TO BE ISSUED FOR THE STADIUM PROJECT FROM $125,000 TO $250,000; AND PROVIDING FOR AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Montanari. Nays. Hanewicz. Absent. Malone.

In connection with reports, Tom Greene, Assistant City Administrator gave a PowerPoint presentation to Council regarding an agreement between the City of St. Petersburg and Inner Circle Sports. Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Montanari moved with the second of Councilmember Driscoll that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council request a motion to defer to December 7, 2023 City Council meeting.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Hanewicz. Montanari. Nays. Gabbard. Gerdes. Absent. Malone.

In connection with reports, Brad Miller, CEO of Pinellas County Transit Authority gave a presentation to Council regarding a PSTA update. Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Montanari moved with the second of Councilmember Driscoll that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council request a referral to the Legislative Affairs Intergovernmental Relations Committee for a discussion on a potential resolution in support of PSTA and opposing the local bill regarding the restructuring of PSTA.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Montanari. Nays. None. Absent. Malone.

In connection with reports, Mark Van Lue, Housing Program Special Project Manager gave a PowerPoint presentation to Council regarding Bayou Court Apartments. Chair Gabbard asked if there were any person(s) present wishing to be heard, the following came forward:

1. Tyler Herbert, 4201 6th Street South, spoke in favor of the housing programs.

Councilmember Driscoll moved with the second of Councilmember Gerdes that the following resolution be adopted:

2023-595 A RESOLUTION APPROVING AN INTERFUND LOAN IN AN AMOUNT OF $2,740,000 FROM THE ECONOMIC STABILITY FUND (0008) TO THE AFFORDABLE HOUSING FUND (0006) TO SUPPORT SPGRP IV, LLC'S CONSTRUCTION OF NOT LESS THAN 60 AFFORDABLE AND WORKFORCE HOUSING UNITS WITHIN THE CITY LIMITS; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $2,740,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE AFFORDABLE HOUSING FUND (0006), RESULTING FROM THIS LOAN, TO THE HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT, HOUSING ADMINISTRATION DIVISION (082-1089), BAYOU COURT APARTMENTS PROJECT (TBD); PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Montanari. Nays. None. Absent. Malone.

Councilmember Gerdes moved with the second of Councilmember Hanewicz that the following resolution be adopted:

2023-596 A RESOLUTION OF THE CITY OF ST. PETERSBURG, FLORIDA APPROVING AN AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG AND SPGRP IV, LLC FOR THE CITY TO PROVIDE $2,740,000 IN FUNDS FOR THE CONSTRUCTION OF 60 AFFORDABLE AND WORKFORCE DWELLING UNITS; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO FILL IN BLANKS AND EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Montanari. Nays. None. Absent. Malone.

In connection with reports, Hannah Rebholz, Floodplain Manager gave a PowerPoint presentation to Council regarding a Repetitive Loss Area Analysis 2023 Annual Report. Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response. No action was taken.

Chair Gabbard recessed the meeting at 12:09 p.m. for a lunch break.

Chair Gabbard reconvened the meeting at 12:45 p.m.

In connection with new ordinances, the Clerk read the title of proposed Ordinance 563-H Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Figgs-Sanders that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting December 14, 2023 as the public hearing date for the following proposed Ordinance(s):

**PROPOSED ORDINANCE NO. 563-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 2024 THROUGH 2028; ADOPTING THE FDOT DISTRICT SEVEN'S ADOPTED FIVE-YEAR WORK PROGRAM FOR THE FISCAL YEARS 2023/24 TO 2027/28; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Nays. None. Absent. Malone. Montanari.

In connection with new ordinances, the Clerk read the title of proposed Ordinance 567-H Chair Gabbard asked if there were any person(s) present wishing to be heard, the following came forward:

1. Nick Bell, 106 14th Avenue Northeast, spoke regarding van-life parking.

Councilmember Figgs-Sanders moved with the second of Councilmember Hanewicz that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting January 18, 2024 as the public hearing date for the following proposed Ordinance(s):

**PROPOSED ORDINANCE NO. 567-H**

AN ORDINANCE AMENDING CITY CODE RELATED TO PARKING ENFORCEMENT FOR DOMESTIC AND COMMERCIAL EQUIPMENT; AMENDING THE DEFINITIONS OF DOMESTIC EQUIPMENT AND PASSENGER MOTOR VEHICLE; CLARIFYING COMMERCIAL EQUIPMENT PARKING FOR CONSISTENCY THROUGHOUT THE CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Gerdes. Hanewicz. Montanari. Nays. Floyd. Gabbard. Absent. Malone.

Chair Gabbard recessed the City of St. Petersburg City Council at 1:00 p.m. and convened as the Community Redevelopment Agency.

The City Council was reconvened at 1:28 p.m.

In connection with a new business item presented by Councilmember Copley Gerdes, Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council respectfully request a referral to the Budget, Finance, and Taxation Committee to review proposed changes to Chapter 5 of the City Code regarding Public Art.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Montanari. Nays. None. Absent. Malone.

In connection with a new business item presented by Councilmember Richie Floyd, Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Floyd moved with the second of Councilmember Figgs-Sanders that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council respectfully request a referral to the Housing, Land Use & Transportation Committee for a discussion regarding potential changes to the Affordable Housing Lot Disposition Program.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Montanari. Nays. None. Absent. Malone.

In connection with a new business item presented by Councilmember Richie Floyd, Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Floyd moved with the second of Councilmember Figgs-Sanders that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council respectfully request a referral to the Housing, Land Use & Transportation Committee for a discussion regarding City Council Resolution 2018-385 concerning Penny for Pinellas guidelines for affordable housing.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Montanari. Nays. None. Absent. Malone.

In connection with a new business item presented by Councilmember Richie Floyd Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Floyd moved with the second of Councilmember Figgs-Sanders that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council respectfully request a referral to the Youth & Family Services Committee for a discussion regarding 2022 Census data, including a report from Administration on the City's efforts to alleviate child poverty.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Montanari. Nays. None. Absent. Malone.

In connection with Council Committee reports, Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Hanewicz moved with the second of Councilmember Montanari that the following resolution be adopted:

2023-597 A RESOLUTION OF THE PRIORITIES OF THE CITY OF ST. PETERSBURG CITY COUNCIL FOR THE 2024 FEDERAL LEGISLATIVE SESSION; SUPPORTING AND OPPOSING CERTAIN PROPOSED LEGISLATION IN THE 2024 FEDERAL LEGISLATIVE SESSION; INSTRUCTING THE CITY CLERK TO TRANSMIT THIS RESOLUTION TO CERTAIN PERSONS AND ENTITIES; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Malone. Montanari. Nays. None. Absent. None.

In connection with Council Committee reports, Chair Gabbard asked if there were any person(s) present wishing to be heard, the following came forward:

1. Joe Farrell, 4590 Ulmerton Road, spoke in support of the resolution.
2. Jason Mathis, 244 2nd Avenue North, spoke in support of the resolution.

Councilmember Figgs-Sanders moved with the second of Councilmember Gerdes that the following resolution be adopted:

2023-598 A RESOLUTION SUPPORTING ADMINISTRATION'S REVISED CITY-OWNED LAND POLICY, WITH A RENEWED FOCUS ON AFFORDABLE HOUSING; PARTIALLY SUPERSEDING RESOLUTION NO. 2015-404 TO REDUCE THE PROPERTIES IT APPLIES TO; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Malone. Montanari. Nays. None. Absent. None.

In connection with the second Open Forum portion of the agenda, there were no person(s) present wishing to be heard.

# CONSENT AGENDA

COUNCIL MEETING — CITY OF ST. PETERSBURG

**Consent Agenda A**
**November 30, 2023**

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

1. 2023-568 Approving an increase in allocation and the renewal of a blanket purchase agreement with Crowder-Gulf Joint Venture, Inc. and Phillips and Jordan Inc. for storm debris removal and disaster recovery assistance in the amount of $2,000,000Approving the renewal of five blanket purchase agreements with Tank Holding Corp, IES Sales and Service, LLC, Iron Container, LLC, Duramax Holdings LLC, and Schaefer Systems International, Inc., for refuse containers, compactors, and related products, at an estimated annual cost of $3,030,000 and a bi-annual cost of $6,060,000 for a total contract amount of $8,785,000.

2. 2023-569 Approving disbursement of up to $1,008,000 from the Capital Repair, Renewal and Replacement Sinking Fund Account for Tropicana Field Capital Projects; approving a supplemental appropriation in the amount of $1,008,000 from the unappropriated balance of the Tropicana Field Capital Projects Fund (3081) to the Tropicana Field FY24 Improvements Project.

3. 2023-570 A Resolution accepting a Guaranteed Maximum Price ("GMP") proposal in the amount of $1,293,321.49 submitted by Biltmore Construction Co., Inc. ("Biltmore") on October 19, 2023 for construction phase services associated with streetscape and traffic calming improvements as part of the St Pete Innovation District Streetscape, 7th Street and 2nd/3rd Avenue S – New Medians, and Median Separator – 37th St and 38th Ave S projects; authorizing the Mayor or his designee to execute the First Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida and Biltmore dated October 18, 2023 to incorporate the GMP Proposal into the agreement and modify other necessary provisions; approving a transfer in the amount of $160,000 from the unappropriated balance of the Bayboro Harbor Tax Increment District Fund (1106) to the Tax Increment Financing Capital Improvement Fund (3005); approving a supplemental appropriation in the amount of $160,000 from the increase in the unappropriated balance of the Tax Increment Financing Capital Improvement Fund (3005), resulting from the above transfer, to the Innovation District Improvements Project (15612); and providing an effective date. (ECID Project Nos. 17103-212, 18014-112, 19038-112 and 19042-112; Oracle Nos. 16154, 15612, 18620, 17995, 18625, 18630, 16146 and 18619)

# CONSENT AGENDA

COUNCIL MEETING CITY OF ST. PETERSBURG

**Consent Agenda B**
**November 30, 2023**

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

2023-571 1. Approving a three-year blanket purchase agreement with Motion Industries, Inc., for bearings, seals, belts, and related items, for a total contract amount of $300,000.

2023-572 2. Approving a three-year blanket purchase agreement with Ameron Pole Products LLC., a sole source supplier, for street lighting poles, for the Engineering and Capital Improvements Department, in the amount of $225,000.

2023-573 3. Approving an increase in allocation for fasteners and stock replenishment services, with Merit Fastener Corporation for the Fleet Management, Water Resources and Sanitation departments in the amount of $200,000.

2023-574 4. Approving an increase in allocation for pumps, pump parts and repair services with Tampa Armature Works, Inc. dba TAW Tampa Service Center and Southeast Pump Specialist, Inc. for the Water Resources Department, in the amount of $350,000.

2023-575 5. Approving the renewal and increase in allocation of a blanket purchase agreement with Windstream Communications, for telecommunication services, in the amount of $144,000.

2023-576 6. Approving a three-year blanket purchase agreement with Avaya, Inc., a sole source supplier, for telephone maintenance and repair services for the Department of Technology Services, in the amount of $477,428.40.

2023-577 7. Approving the renewal of an annual service agreement with Intergraph Corporation dba Hexagon Safety & Infrastructure, a sole source supplier, for records management and computer-aided dispatch (CAD) software applications, for the Police Department, in the amount of $376,929.24.

2023-578 8. Approving a three-year blanket purchase agreement with Cummins, Inc, a sole source supplier, for all services related to Cummins diesel engines for the Fleet Management Department, in the amount of $175,000.

2023-579 9. Approving an increase in allocation and the renewal of blanket purchase agreement with Four Seasons Mowing and More, LLC, for grounds maintenance at the Consolidated Warehouse, Central Records, Fire Stations, and the Police Department in the amount of $180,000 for a total contract amount of $301,540.

2023-580 10. Approving the reinstatement and amendment of the blanket purchase agreement for Investment safekeeping services, custodial services, and investment reporting with Principal Bank (Formerly Wells Fargo Bank, N.A.), for the Finance Department, and exercising a two-year renewal option.

2023-581 11. A resolution authorizing the mayor or his designee to execute a first amendment to the amended and restated lease agreement between the city of St. Petersburg, Florida and the St. Petersburg Historical Society, Inc., a non-profit corporation ("tenant") for tenant's lease and operation of city-owned property located at 335 second avenue northeast, known as the St. Petersburg Museum of History ("premises") to modify the tenant's duties related to maintenance of improvements on the exterior of the premises, including maintenance of a 3-dimensional art installation; authorizing the city attorney's office to make non-substantive changes to the first amendment; and providing an effective date.

2023-582 12. Approval of an amendment to the funding agreement dated June 6, 2023 between the City of St. Petersburg, Florida, and The Phyllis Wheatley Rise to Read Campaign, Inc. (Agency) to extend the term through March 31, 2024; authorizing the Mayor or his designee to execute the amendment; and providing an effective date.

2023-583 13. Approval of an agreement between the City of St. Petersburg, Florida, and The Phyllis Wheatley Rise to Read Campaign, Inc. (Agency) for the City to provide funding in an amount not to exceed $250,000 to support the Agency's literacy program in FY24; authorizing the Mayor or his designee to execute the agreement; authorizing the City Attorney's Office to make non-substantive changes to the agreement; and providing an effective date.

2023-584 14. A Resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 21-02-CDM/W(A) ("Task Order") to the architect/engineering agreement dated July 15, 2021 between the City of St. Petersburg, Florida and CDM Smith, Inc. ("A/E") for A/E to provide continued project management, additional conceptual plan development, and additional final design services related to the Washington Terrace Pump Station Storage Tank Valves Replacement Project in an amount not to exceed $46,292; providing that the total Task Order, as amended, shall not exceed $171,690 (ECID Project No. 22114-111; Oracle No. 17447); and providing an effective date.

2023-585 15. A Resolution authorizing the Mayor or his designee to execute Task Order No. 21 05 FN/W(A) to the architect/engineering agreement dated July 15, 2021 between the City of St. Petersburg, Florida and Freese and Nichols, Inc. ("A/E") for A/E to provide project administration, data collection, site visits, 75% and 90% design submittals, final

construction documents and construction services related to the Northwest Water Reclamation Facility – North Aeration Basin Project in an amount not to exceed $228,246.35 and providing an effective date. (ECID Project No. 22118-111; Oracle No. 17501)

16. A Resolution authorizing the Mayor or his designee to execute Amendment No. 1 to 2023-586 Task Order No. 22-01-AECOM/LA(A) ("Task Order") to the architect/engineering agreement dated June 1, 2022 between the City of St. Petersburg, Florida and AECOM, Inc. ("A/E") for A/E to provide project management and coordination services and development of a conceptual master plan for the Vinoy Park Improvements Project in the not to exceed amount of $150,683.32, providing that the total Task Order, as amended, shall not exceed $246,790.90; (ECID Project No. 22205-017; Oracle Nos. 19057, 19228 and 19785); and providing an effective date.

17. ~~A Resolution accepting a Guaranteed Maximum Price (GMP) proposal in the amount of $320,260 submitted by Biltmore Construction Co., Inc. (Biltmore) on September 27, 2023 for construction phase services for the City Hall Annex HVAC Replacement Project; authorizing the Mayor or his designee to execute the First Amendment to the Construction Manager At Risk Agreement with a GMP between the City of St. Petersburg, Florida and Biltmore, dated June 2, 2023 to incorporate the GMP Proposal into the agreement and modify other necessary provisions; and providing an effective date. (ECID Project No. 23134-100; Oracle Project No. 18637)~~ (Pulled from Agenda)

2023-587 18. Appointment of William Van Orman to the Board of Trustees of the Police Pension Fund

19. Appointment of Rachel Elias Wein to the Board of Trustees of the Police Pension Fund 2023-588

20. A resolution confirming the Mayor's appointment of Amy Kagan, Erica Sutherlin, 2023-589 Rebecca Davis, and Jorge Vidal as members of the Arts Advisory Committee, each to serve a term ending on September 30, 2026; and providing an effective date.

21. A resolution confirming the Mayor's appointment of Mary Anna Murphy and Sharie 2023-590 Lesniak as members of the St. Petersburg Public Arts Commission to serve four-year terms ending on December 1, 2027; and providing and effective date.

Received&Filed 22. Committee of the Whole Meeting Minutes (September 28, 2023)

Received&Filed 23. Budget, Finance and Taxation Committee Meeting Minutes (October 12, 2023)

24. A resolution authorizing the Mayor or his designee to accept a Tampa Bay Regional Planning Council grant in the amount of $5,000 for the City's Storm Drain Marking 2023-591 Program; approving a supplemental appropriation in the amount of $5,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these grant revenues, to the Neighborhood Relations Department, Administration Division (083-1081), FY 2024 Stormwater Education Project Funding Project (TBD); authorizing the Mayor or his designee to execute all documents necessary to effectuate the grant; and providing an effective date.

2023-592

25. A resolution authorizing the Mayor or his designee to (I) accept $100,462.50 from Pinellas County (County) as the City's share of the FY 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) to continue funding of law enforcement initiatives as set forth in the County's grant application, and (II) to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the maximum reimbursable amount of $100,462.50 from the increase in the unappropriated balance of the Police Grant Fund (1702), resulting from these additional grant revenues, to the Police Department, Fiscal Support Division (140-1389), JAG 2023 Project (20124); and providing an effective date.

There being no further business Chair Driscoll adjourned the meeting at 1:57 p.m.

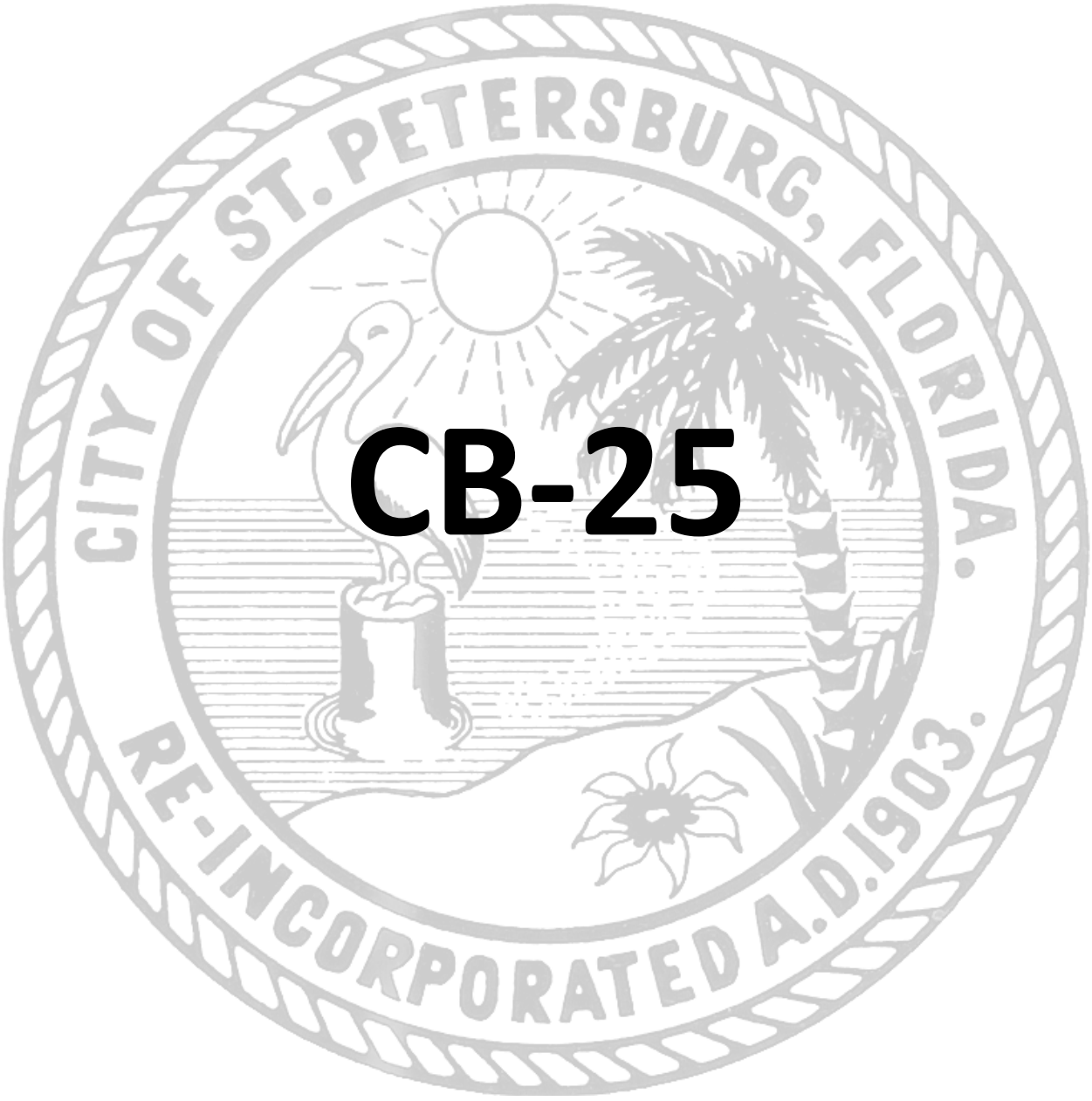
_____

Brandi Gabbard, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: _____

Chan Srinivasa, City Clerk

The following page(s) contain the backup material for Agenda Item: A resolution approving the minutes of the City Council meetings held on December 7, and December 14, 2023; and providing an effective date.
Please scroll down to view the backup material.




# CB-25

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

TO: City Council Chair & Members of City Council

SUBJECT: City Council Minutes

EXPLANATION: City Council minutes of December 7, and December 14, 2023, City Council meetings.

RESOLUTION NO.___

A RESOLUTION APPROVING THE MINUTES OF THE CITY COUNCIL MEETINGS HELD ON DECEMBER 7, AND DECEMBER 14, 2023; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the minutes of the City Council meetings held on December 7, and December 14, 2023, are hereby approved.

This resolution shall become effective immediately upon its adoption.

LEGAL:

/s/Jeannine S. Williams

_____

City Attorney or Designee

# COUNCIL MEETING

CITY OF ST. PETERSBURG

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

**REGULAR SESSION OF THE CITY COUNCIL HELD AT CITY HALL**
**THURSDAY, December 7, 2023, AT 3:00 P.M.**

**********

Chair Brandi Gabbard called the meeting to order with the following members present: Gina Driscoll, Deborah Figgs-Sanders, Richie Floyd, Brandi Gabbard, Copley Gerdes, Lisset Hanewicz, John Malone, and Ed Montanari. City Administrator Robert Gerdes, City Attorney Jacqueline Kovilaritch, Chief Assistant City Attorney Jeannine Williams, Assistant City Clerk Manager Patricia Beliveau, and Deputy City Clerk Paul Traci were also in attendance. Absent. None.

A moment of silence was observed to remember fallen Firefighters and Police Officers of the City of St. Petersburg that lost their lives in the line of duty during this month:

Chief of Police James J. Mitchell- December 25, 1905
Officer James J. Goodson December 25, 1947
Firefighter George W. Ludwig- December 19, 1966

In connection with the approval of the agenda, Councilmember Hanewicz moved with the second of Councilmember Figgs-Sanders that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council approve the agenda with the following changes as amended:

| | | |
|---|---|---|
| MOVED | CB-8 | A Resolution of the St. Petersburg City Council appointing X and X to the Community Benefit Advisory Council (CBAC) as ad hoc members for the Historic Gas Plant District Project; appointing Council Member X as the City Council Member to the CBAC for the Historic Gas Plant District Project; recognizing the establishment of the CBAC for the Historic Gas Plant District Project as comprised of the members identified herein; and providing an effective date. (Moved to Council Committee Reports as H-1 and revised backup) |
| ADD | CB-10 | Budget, Finance and Taxation Committee Meeting Minutes (November 9, 2023) |

| | | |
|---|---|---|
| ADD | CB-11 | A Resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 23-03-SCS/RSFF(S) ("Task Order") to the professional services agreement dated April 13, 2023 between the City of St. Petersburg, Florida and Stantec Consulting Services, Inc. ("Consultant") for Consultant to (i) provide Project Initiation and Data Collection, (ii) Evaluate Financial Policies, (iii) Update Retail Rate Structure, (iv) Develop a Multi-Year Financial Management Plan, (v) conduct a Cost of Service Analysis and Calculate Wholesale Rates, (vi) perform St. Pete Beach True-up Calculation, (vii) present Findings to the Mayor and City Council, (viii) present Results and Recommendations and (ix) prepare a Final Report related to the Project in an amount not to exceed $139,950; providing that the total Task Order, as amended, shall not exceed $149,480; and providing an effective date. |
| ADD | CB-12 | A Resolution authorizing the Mayor or his designee to execute Task Order Nos. 23-08SCS/RSFF(S) and 23-09-SCS/RSFF(S) to the Professional Services Agreement between the City of St. Petersburg, Florida and Stantec Consulting Services, Inc. ("Consultant") dated April 13, 2023, for Consultant to provide Professional Services for the FY25 Stormwater and Sanitation Utility Rate Study Program in a collective amount not to exceed $93,950; and providing an effective date. |
| ADD | CB-13 | A Resolution authorizing the Mayor or his designee to execute Task Order No. 21-07HDR/W(S) to the architect/engineering agreement dated August 5, 2021 between HDR Engineering, Inc. ("A/E") and the City of St. Petersburg, Florida ("City") for A/E to provide (i) Project Management and Coordination, (ii) an updated alignment tool, (iii) Alternative Funding Strategy Workshop(s) with Detailed Overlay Workflows, (iv) Project Phasing and Timing Feasibility Review for up to three of the more complex funding source programs, (v) Cross-Departmental Coordination, (vi) Final Technical Memorandum, and (vii) as-needed Alternative Funding Research and Support Services related to the FY24 Alternative Financing Strategy Program – Phase II Project within the Water Resources Utility Capital Improvement Program in an amount not to exceed $136,100; and providing an effective date. |
| ADD | CB-14 | Committee of the Whole Meeting Minutes (October 26, 2023) |
| ADD | CB-15 | Housing, Land Use, and Transportation Committee Meeting Minutes (October 12, 2023) |
| REVISE | E-1 | Revisions to the Procurement and Small Business Enterprise Program Ordinances (Revised backup) |

ADD F-1 Approving the service agreement between the City of St. Petersburg, Florida (City) and Inner Circle Sports LLC (Inner Circle) for Inner Circle to provide services that include among other things financial analysis, review of the New Stadium Project outline, a Negotiation Liaison during the drafting of the project agreements and assistance related to the financing, development, design and construction of the New Stadium Project for a total amount not to exceed $1,248,000 (Service Agreement) subject to the condition that the City is only contracting for the expenditure of an initial amount not to exceed $548,000 unless and until (I) an additional appropriation in the amount of $700,000 is approved by City Council or (II) the City has entered into a contact with a third party who is obligated to pay Inner Circle the additional compensation in the amount of $700,000 if the milestone related to such payment has been completed; approving the Interlocal Agreement between the City and Pinellas County, Florida (County) for the County to participate in the process with Inner Circle and provide funding to the City on a reimbursement basis in an amount not to exceed $274,000 to equally share in the costs for services to be provided by Inner Circle (Interlocal Agreement); Authorizing the City Attorneys Office to make non-substantive changes to the Service Agreement and Interlocal Agreement; Authorizing the Mayor or his Designee to execute the Service Agreement and Interlocal Agreement; Approving a transfer in the amount of $274,000 from the balance of the General Fund Contingency (0001), to the Mayors Office Department, Mayors Office Division (020-1005); Approving a supplemental appropriation in the amount of $274,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from funds received from the County, to the Mayors Office Department, Mayors Office Division (020-1005); and providing an effective date. (Deferred from November 30, 2023 Council meeting)

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Malone. Montanari. Nays. None. Absent. None.

In connection with approval of the Consent Agenda, Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolutions be adopted approving the attached Consent Agenda as amended.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Malone. Montanari. Nays. None. Absent. None.

In connection with the Open Forum portion of the agenda, there were no person(s) present wishing to speak.

In connection with a Legal item Assistant City Attorney, Ken MacCollom, gave a presentation regarding the settlement of Rhonda Gary Jackson vs. City of St. Petersburg. Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Hanewicz moved with the second of Councilmember Gerdes that the following resolution be adopted:

2023-613 A RESOLUTION APPROVING THE SETTLEMENT OF THE LAWSUIT OF RHONDA GARY JACKSON V. CITY OF ST. PETERSBURG, CASE NO. 21-003827-CI, AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Malone. Montanari. Nays. None. Absent. None.

In connection with new ordinances, the Clerk read the title of proposed Ordinance 568-H. Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Figgs-Sanders that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting January 4, 2024 as the public hearing date for the following proposed Ordinance(s):

**PROPOSED ORDINANCE NO. 568-H**

AN ORDINANCE AMENDING DIVISIONS 1, 2, 3, AND 6 OF CHAPTER 2, ARTICLE 5 OF THE CITY CODE RELATED TO PURCHASING, CONTRACTS ETC.; MOVING THE PROCUREMENT CODE TO DIVISION 1; MODIFYING THE TYPES OF PURCHASES EXEMPT FROM THE PROCUREMENT CODE; MODIFYING AND ADDING DEFINITIONS; MODIFYING PROVISIONS REGARDING APPROVAL AUTHORITY OF THE MAYOR FOR CERTAIN CONTRACTS AND RENEWALS; MODIFYING THE CRITERIA FOR SOLE SOURCE PROCUREMENT; SETTING FORTH PROCESSES FOR REQUESTS FOR QUALIFICATIONS, SMALL PURCHASES, REQUESTS FOR INFORMATION, AND PROTESTS; ESTABLISHING PROVISIONS PROHIBITING CERTAIN COMMUNICATIONS DURING COMPETITIVE SOLICITATIONS; CLARIFYING PROVISIONS; CREATING A NEW DIVISION 2 ESTABLISHING A BUSINESS EQUITY ADVISORY COMMITTEE; RESERVING DIVISION 3; DELETING DIVISION 6 IN ITS ENTIRETY RELATED TO GRANT OPPORTUNITIES THROUGH GRANT WRITERS; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Malone. Montanari. Nays. Driscoll. Absent. None.

In connection with new ordinances, the Clerk read the title of proposed Ordinance 569-H. Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Figgs-Sanders that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting January 4, 2024 as the public hearing date for the following proposed Ordinance(s):

**PROPOSED ORDINANCE NO. 569-H**

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE V, DIVISION 4 RELATED TO THE SMALL BUSINESS ENTERPRISE ASSISTANCE PROGRAM; UPDATING FINDINGS; SETTING FORTH A PROCEDURE FOR MODIFYING ANNUAL GOALS FOR SMALL BUSINESS ENTERPRISE PARTICIPATION IN CITY CONTRACTS; MODIFYING THRESHOLDS FROM $50,000 TO $100,000 FOR BID DISCOUNTS, SHELTERED MARKET, AND REQUIRED PARTICIPATION PERCENTAGES; REMOVING REFERENCES TO THE SBE COMMITTEE AND ESTABLISHING THE AUTHORITY AND RESPONSIBILITIES OF THE POD; CLARIFYING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Malone. Nays. Montanari. Absent. None.

In connection with reports, Tom Greene, Assistant City Administrator gave a presentation to Council regarding an agreement with Inner Circle Sports, LLC. Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolution be adopted:

2023-614 A RESOLUTION APPROVING THE SERVICE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA (“CITY”) AND INNER CIRCLE SPORTS LLC (“INNER CIRCLE”) FOR INNER CIRCLE TO PROVIDE SERVICES THAT INCLUDE AMONG OTHER THINGS FINANCIAL ANALYSIS, REVIEW OF THE NEW STADIUM PROJECT OUTLINE, A NEGOTIATION LIAISON DURING THE DRAFTING OF THE PROJECT AGREEMENTS AND ASSISTANCE RELATED TO THE FINANCING, DEVELOPMENT, DESIGN AND CONSTRUCTION OF THE NEW STADIUM PROJECT FOR A TOTAL AMOUNT NOT TO EXCEED $1,248,000 (“SERVICE AGREEMENT”) SUBJECT TO THE CONDITION THAT THE CITY IS ONLY CONTRACTING FOR THE EXPENDITURE OF AN INITIAL AMOUNT NOT TO EXCEED $548,000 UNLESS AND UNTIL (I) AN ADDITIONAL APPROPRIATION IN THE AMOUNT OF $700,000 IS APPROVED BY CITY COUNCIL OR (II) THE CITY HAS ENTERED INTO A

CONTRACT WITH A THIRD PARTY WHO IS OBLIGATED TO PAY INNER CIRCLE THE ADDITIONAL COMPENSATION IN THE AMOUNT OF $700,000 IF THE MILESTONE RELATED TO SUCH PAYMENT HAS BEEN COMPLETED; APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY AND PINELLAS COUNTY, FLORIDA ("COUNTY") FOR THE COUNTY TO PARTICIPATE IN THE PROCESS WITH INNER CIRCLE AND PROVIDE FUNDING TO THE CITY ON A REIMBURSEMENT BASIS IN AN AMOUNT NOT TO EXCEED $274,000 TO EQUALLY SHARE IN THE COSTS FOR SERVICES TO BE PROVIDED BY INNER CIRCLE ("INTERLOCAL AGREEMENT"); AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE SERVICE AGREEMENT AND INTERLOCAL AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE SERVICE AGREEMENT AND INTERLOCAL AGREEMENT; APPROVING A TRANSFER IN THE AMOUNT OF $274,000 FROM THE BALANCE OF THE GENERAL FUND CONTINGENCY (0001), TO THE MAYOR'S OFFICE DEPARTMENT, MAYOR'S OFFICE DIVISION (020-1005); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $274,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), RESULTING FROM FUNDS RECEIVED FROM THE COUNTY, TO THE MAYOR'S OFFICE DEPARTMENT, MAYOR'S OFFICE DIVISION (020-1005); AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Gabbard. Gerdes. Hanewicz. Malone. Montanari. Nays. Floyd. Absent. None.

In connection with Council Committee reports, Chair Gabbard asked if there were any person(s) present wishing to be heard, the following came forward:

1. Wendy Snyder, 6407 Sandpiper Way South, spoke in favor of appointed members.
2. Karyn Mueller, 1125 James Avenue South, spoke regarding the Campbell Park community.
3. Robin Davida, 4830 Osprey Drive South, spoke in favor of the CBAC appointments.

Councilmember Figgs-Sanders moved with the second of Councilmember Gerdes that the following resolution be adopted:

2023-615 A RESOLUTION OF THE ST. PETERSBURG CITY COUNCIL APPOINTING DEBBIE REESER AND KARYN MUELLER TO THE COMMUNITY BENEFIT ADVISORY COUNCIL ("CBAC") AS AD HOC MEMBERS FOR THE HISTORIC GAS PLANT DISTRICT PROJECT; APPOINTING COUNCIL VICE CHAIR DEBORAH FIGGS-SANDERS AS THE CITY COUNCIL MEMBER TO THE CBAC FOR THE HISTORIC GAS PLANT DISTRICT PROJECT; RECOGNIZING THE ESTABLISHMENT OF THE CBAC FOR

THE HISTORIC GAS PLANT DISTRICT PROJECT AS COMPRISED OF THE MEMBERS IDENTIFIED HEREIN; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Malone. Montanari. Nays. None. Absent. None.

Chair Gabbard recessed the meeting at 3:40 p.m. for a break.

Chair Gabbard reconvened the meeting at 5:01 p.m.

The Chair reviewed the Quasi-Judicial process to be followed. The Clerk read the title of proposed Ordinances 756-L and 788-Z. A PowerPoint presentation was made by Britton Wilson, Planner II, regarding amendments to the Future Land Use and Official Zoning maps. Chair Gabbard asked if there were any person(s) present wishing to be heard, no person(s) came forward.

Councilmember Figgs-Sanders moved with the second of Councilmember Hanewicz that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinances 756-L and 788-Z entitled:

**PROPOSED ORDINANCE NO. 756-L**

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN FOR THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE FUTURE LAND USE MAP DESIGNATION FOR A 0.41-ACRE PARCEL LOCATED AT 200 66TH STREET NORTH, FROM RESIDENTIAL / OFFICE GENERAL (R/OG) TO PLANNED REDEVELOPMENT MIXED USE (PR-MU); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

**PROPOSED ORDINANCE NO. 788-Z**

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ST. PETERSBURG, FLORIDA, BY CHANGING THE ZONING OF A 0.41-ACRE PARCEL LOCATED AT 200 66TH STREET NORTH, FROM CORRIDOR RESIDENTIAL SUBURBAN – 1 (CRS-1) TO CORRIDOR RESIDENTIAL TRADITIONAL – 1 (CRT-1); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Hanewicz. Malone. Montanari. Nays. Gerdes. Absent. None

In connection with the second Open Forum portion of the agenda, there were no person(s) present wishing to speak.

# CONSENT AGENDA

COUNCIL MEETING — CITY OF ST. PETERSBURG

**Consent Agenda A**
**December 7, 2023**

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

2023-599

1. Requesting permission to enter into an Agreement with Musco Sports Lighting, LLC, to install outdoor sports facilities lighting and poles at various locations throughout the City for the Parks and Recreation Department for a total cost of $1,500,000.

2023-600

2. Approving the renewal of blanket purchase agreements with American Chemical & Building Maintenance Supply, Inc., Fastenal Company, Clean & Safe Global Inc., and Staples Contract & Commercial LLC., for janitorial supplies, in an amount of $825,000.

2023-601

3. A resolution authorizing the Mayor or his designee to accept a U.S. Department of Housing and Urban Development grant in the amount of $2,500,000 for the Lead Hazard Reduction Capacity Building Grant; approving a supplemental appropriation in the amount of $2,500,000 from the increase in the unappropriated balance of the Federal Operating Grant Fund (1720), resulting from these grant revenues, to the Housing and Community Development Department, Administration Division (082-1089), Lead Hazard Reduction Capacity Building grant (LHC) Project (TBD); authorizing the Mayor or his designee to execute all documents necessary for implementation of the grant; and providing an effective date.

# CONSENT AGENDA

COUNCIL MEETING CITY OF ST. PETERSBURG

**Consent Agenda B**
**December 7, 2023**

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

2023-602 1. Approving a two-year renewal and allocation increase with Vermeer Southeast Sales & Services Inc, a sole source supplier, for machine, boring parts and equipment for the Fleet Management Department, in the amount of $50,000.

2023-603 2. Accepting a quote from Munyan Painting and Restoration of Florida, LLC, for pressure washing, painting, and finishing walls at the Police Department Headquarters Building, Central Energy Plant Building, and Training Center Building; and requesting a waiver of Procurement Code Section 2-207(b) pursuant to Procurement Code Section 2-222, in the amount of $142,098.

2023-604 3. Approving an increase in allocation for lake management services, with Stantec Consulting Services, Inc. for the Stormwater Pavement and Traffic Operations Department in the amount of $350,000

2023-605 4. Approving the renewal of a blanket purchase agreement with Custom Concepts of St. Petersburg, Inc., for work uniforms, in the amount of $450,000.

2023-606 5. A Resolution authorizing the Mayor or his designee to execute Task Order No. 20-01-MBI/AWA(A) to the architect/engineering agreement dated March 5, 2020 between the City of St. Petersburg, Florida and Michael Baker International, Inc. ("A/E") for A/E to provide Data Collection, Preliminary Design, 60%, 90% and Final Design Documents, and Bidding Phase Services related to the Albert Whitted Airport – Rehab Airfield Electrical Vault Project in an amount not to exceed $192,403.98 (ECID Project No. 23159-100; Oracle No. 19235); and providing an effective date.

2023-607 6. A Resolution authorizing the Mayor or his designee to execute the Local Agency Program Agreement between the City of St. Petersburg, Florida ("City") and the State of Florida Department of Transportation ("FDOT") for participation by FDOT in the design activities for the Central Avenue from 31st Street to 34th Street Urban Corridor Improvements Project in an amount not to exceed $178,748; (ECID Project No. 24113-130; Oracle No. 19224); and providing an effective date. (FDOT Financial Project No. 447375-1-38-01)

2023-608 7. A Resolution authorizing the Mayor or his designee to execute the Local Agency Program Agreement between the City of St. Petersburg, Florida ("City") and the State of Florida Department of Transportation ("FDOT") for participation by FDOT in the

design activities for the 28th Street North from the Pinellas Trail to 1st Avenue North Urban Corridor Improvements Project in an amount not to exceed $322,558; authorizing a supplemental appropriation in the amount of $322,558 from the increase in the unappropriated balance of the Bicycle/Pedestrian Safety Improvements Fund (3004), resulting from these additional revenues, to the 28th Street - 1st Avenue N - Pinellas Trail Project (20132) (ECID Project No. 24114-130; Oracle No. 20132); and providing an effective date. (FDOT Financial Project No. 447374-1-38-01)

8. ~~A Resolution of the St. Petersburg City Council appointing X and X to the Community Benefit Advisory Council (CBAC) as ad hoc members for the Historic Gas Plant District Project; appointing Council Member X as the City Council Member to the CBAC for the Historic Gas Plant District Project; recognizing the establishment of the CBAC for the Historic Gas Plant District Project as comprised of the members identified herein; and providing an effective date.~~ (Moved to Council Committee Reports)

2023-609

9. A Resolution approving thirty-four (34) Forfeiture Fund Program/Projects Awarded as a part of the 2023 Law Enforcement Trust Fund Grant Award Program; authorizing the Mayor or his designee to execute agreements and all documents necessary to effectuate these awards; approving a supplemental appropriation in the amount of $160,000 from the unappropriated balance of the Local Law Enforcement State Trust Fund (1601) to the Police Department, Local Law Enforcement State Trust Forfeiture Division (140-2857) to fully fund the awards; and providing an effective date.

Received&Filed

10. Budget, Finance and Taxation Committee Meeting Minutes (November 9, 2023)

2023-610

11. A Resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 23-03-SCS/RSFF(S) ("Task Order") to the professional services agreement dated April 13, 2023 between the City of St. Petersburg, Florida and Stantec Consulting Services, Inc. ("Consultant") for Consultant to (i) provide Project Initiation and Data Collection, (ii) Evaluate Financial Policies, (iii) Update Retail Rate Structure, (iv) Develop a Multi-Year Financial Management Plan, (v) conduct a Cost of Service Analysis and Calculate Wholesale Rates, (vi) perform St. Pete Beach True-up Calculation, (vii) present Findings to the Mayor and City Council, (viii) present Results and Recommendations and (ix) prepare a Final Report related to the Project in an amount not to exceed $139,950; providing that the total Task Order, as amended, shall not exceed $149,480; and providing an effective date.

2023-611

12. A Resolution authorizing the Mayor or his designee to execute Task Order Nos. 23-08SCS/RSFF(S) and 23-09-SCS/RSFF(S) to the Professional Services Agreement between the City of St. Petersburg, Florida and Stantec Consulting Services, Inc. ("Consultant") dated April 13, 2023, for Consultant to provide Professional Services for the FY25 Stormwater and Sanitation Utility Rate Study Program in a collective amount not to exceed $93,950; and providing an effective date.

2023-612

13. A Resolution authorizing the Mayor or his designee to execute Task Order No. 21-07HDR/W(S) to the architect/engineering agreement dated August 5, 2021 between

HDR Engineering, Inc. ("A/E") and the City of St. Petersburg, Florida ("City") for A/E to provide (i) Project Management and Coordination, (ii) an updated alignment tool, (iii) Alternative Funding Strategy Workshop(s) with Detailed Overlay Workflows, (iv) Project Phasing and Timing Feasibility Review for up to three of the more complex funding source programs, (v) Cross-Departmental Coordination, (vi) Final Technical Memorandum, and (vii) as-needed Alternative Funding Research and Support Services related to the FY24 Alternative Financing Strategy Program – Phase II Project within the Water Resources Utility Capital Improvement Program in an amount not to exceed $136,100; and providing an effective date.

14. Committee of the Whole Meeting Minutes (October 26, 2023)

Received&Filed

Received&Filed

15. Housing, Land Use, and Transportation Committee Meeting Minutes (October 12, 2023)

There being no further business Chair Gabbard adjourned the meeting at 5:15 p.m.

_____

Brandi Gabbard, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: _____

Chan Srinivasa, City Clerk

# COUNCIL MEETING

CITY OF ST. PETERSBURG

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

**REGULAR SESSION OF THE CITY COUNCIL HELD AT CITY HALL THURSDAY, DECEMBER 14, 2023, AT 3:00 P.M.**

**********

Chair Brandi Gabbard called the meeting to order with the following members present: Gina Driscoll, Deborah Figgs-Sanders, Richie Floyd, Brandi Gabbard, Copley Gerdes, Lisset Hanewicz, John Malone, and Ed Montanari. City Administrator Robert Gerdes, City Attorney Jackie Kovilaritch, City Clerk Manager Patricia Beliveau, and Deputy City Clerk Paul Traci were also in attendance.

In connection with the approval of the agenda, Councilmember Hanewicz moved with the second of Councilmember Figgs-Sanders that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council approve the agenda with the following changes as amended:

ADD CA-6 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 $1,222,608.60.

ADD CB-17 A resolution authorizing the Mayor or his designee to accept a grant with the Florida Department of Transportation (FDOT) in the maximum reimbursement amount of $21,000 to fund Police Department overtime incurred by the Slow Down, its NO Accident Campaign; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $21,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional grant revenues to the Police Department, Traffic & Marine Division (140-1477), Slow down, its NO Accident Project (20135); and providing an effective date.

ADD CB-18 A resolution authorizing the Mayor or his designee to accept a U.S. Department of Justice (DOJ), Office of Community Oriented Policing (COPS) grant in the maximum reimbursement amount of $175,000 to fund

a youth mentorship program through arts and academics; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $175,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional grant revenues, to the Police Department, Fiscal Support Division (140-1389), COPS Microgrant FY23 Project (20137); and providing an effective date.

ADD CB-19 A resolution confirming the Mayor's appointment of Cyndi Cartelli, Jack Palmier, Judith Owens, and Rosa Vidal as regular members of the Committee To Advocate for Persons with Impairments, each to serve a term beginning January 1, 2024 and ending December 31, 2026; and providing an effective date.

ADD CB-20 Budget, Finance and Taxation Committee Meeting Minutes (November 27, 2023)

ADD CB-21 A Resolution declaring the 38th Annual MLK Dream Big Parade, to be held on January 15, 2024, 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
ADD CB-16 A Resolution of the City Council of St. Petersburg, Florida confirming the appointment of Sarah A. Lucker as Assistant City Attorney; and providing for an effective date.

ADD D-2 Proclamation ~ Alpha Kappa Alpha Sorority, Inc. Zeta Upsilon Omega Chapter Day

REMOVE F-1 Bayfront Health St. Petersburg- Annual Presentation (Deferred to future meeting)

REVISE F-2 A resolution by the City Council of the City of St. Petersburg approving a supplemental appropriation in the amount of $6,907,096 from the unappropriated balance of the South St. Petersburg Redevelopment District Fund (1104), to the Economic and Workforce Development Department, Administration Division (375-2609) to provide for the workforce, education and job readiness CRA program, the business and commercial development CRA program, the housing and neighborhood revitalization CRA program, and the CRA communications, evaluation, and operations CRA program; and providing an effective date. (Included Exhibit 1)

REVISE J-1 Confirming Preliminary Assessment for Building Securing Number LCA 1652 (Revised Memo)

REVISE CRA-2 A resolution by the St. Petersburg Community Redevelopment Agency recommending that the City Council of the City of St. Petersburg approve the FY 2024 Budget Plan for the Redevelopment Trust Fund for the South St. Petersburg Community Redevelopment Area; and providing an effective date. (Included Exhibit 1)

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Malone. Montanari. Nays. None. Absent. None.

In connection with approval of the Consent Agenda, Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Figgs-Sanders that the following resolutions be adopted approving the attached Consent Agenda as amended.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Malone. Montanari. Nays. None. Absent. None.

In connection with the Consent Agenda, City Attorney Jacqueline Kovilaritch introduced new Assistant City Attorney Joe Kelly.

In connection with the Awards and Presentations, Councilmember Malone recognized Roosevelt Swinton with a Distinguished Citizen Award.

In connection with Awards and Presentations, Mayor Welch presented a Proclamation proclaiming December 15, 2023 as Alpha Kappa Alpha Sorority, Inc. Zelta Upsilon Omega Chapter Day.

In connection with the Open Forum portion of the agenda, the following person(s) came forward:

1. Pamela Adams, 767 54th Avenue South, spoke regarding an agreement with the Housing Department.
2. Vince Cocks, 2950 63rd Avenue South, expressed his concerns regarding the removal of Renee Flowers from the PSTA Board.
3. Christian Hardigree, 8261 28th Avenue North, spoke in support of amending the Special Act that created the PSTA.
4. Domenico Pontoriero, 670 10th Avenue South, spoke in support of amending the Special Act that created the PSTA.

In connection with a new business item presented by Councilmember Gina Driscoll, Chair Gabbard asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Robert Kapusta, 1410 45th Avenue North, spoke in support of the new business item.

2. Abdul Azizi, 160 16th Street North, spoke in support of the new business item.
3. Sean Gallagher, 430 3rd Avenue South, spoke in support of the new business item.
4. Vince Nowicki, 225 1st Avenue North, spoke in support of the new business item.
5. Ken Mack, 1837 20th Avenue South, spoke in support of the new business item.
6. Former Mayor Rick Baker, 205 25th Avenue North, spoke in support of the new business item.

Councilmember Driscoll moved with the second of Councilmember Montanari that the following resolution be adopted as amended:

> BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the Council respectfully request a report from Administration on the January 4, 2024 City Council meeting regarding discussions between Administration and the Tampa Bay Rays on multiple options for elevating St. Petersburg's name as part of the agreement for the development of the new stadium.

Roll Call. Ayes. Driscoll. Floyd. Gerdes. Hanewicz. Malone. Montanari. Nayes. Figgs-Sanders. Gabbard. Absent. None.

In connection with a new business item presented by Councilmember John Malone, Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Malone moved with the second of Councilmember Figgs-Sanders that the following resolution be adopted:

> BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the council respectfully request a referral to the Youth and Family Services Committee, or other relevant Committee, to discuss naming the Baseball Field at the Thomas "Jet" Jackson Recreation Center after Mr. Roosevelt Swinton.

Roll Call. Ayes. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Malone. Montanari. Nays. None. Absent. Driscoll.

In connection with new ordinances, the Clerk read the title of proposed Ordinance 570-H. Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Hanewicz that the following resolution be adopted:

> BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting January 4, 2024 as the public hearing date for the following proposed Ordinance(s):

**PROSPOSED ORDINANCE NO. 570-H**

ORDINANCE 570-H, AN ORDINANCE IN ACCORDANCE WITH SECTION 1.02(C)(3), ST. PETERSBURG CITY CHARTER, AUTHORIZING THE GRANT OF A PERMANENT NON-EXCLUSIVE UTILITY EASEMENT IN FAVOR OF PEOPLES GAS SYSTEM, INC., A FLORIDA CORPORATION, WITHIN A PORTION OF THE ST. PETE PIER FOR THE PURPOSE OF SERVING THE ST. PETERSBURG MUSEUM OF HISTORY WITHIN CITY-OWNED PROPERTY LOCATED AT 335 - 2ND AVENUE NORTHEAST, ST. PETERSBURG.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Malone. Montanari. Nays. None. Absent. None.

Chair Gabbard recessed the City of St. Petersburg City Council meeting at 3:38 p.m. and convened as the Community Redevelopment Agency.

The City Council was reconvened at 4:17 p.m.

In connection with reports, Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Hanewicz that the following resolution be adopted:

2023-642 A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $6,907,096 FROM THE UNAPPROPRIATED BALANCE OF THE SOUTH ST. PETERSBURG REDEVELOPMENT DISTRICT FUND (1104), TO THE ECONOMIC AND WORKFORCE DEVELOPMENT DEPARTMENT, ADMINISTRATION DIVISON (375-2609) TO PROVIDE FOR THE WORKFORCE, EDUCATION AND JOB READINESS CRA PROGRAM, THE BUSINESS AND COMMERCIAL DEVELOPMENT CRA PROGRAM, THE HOUSING AND NEIGHBORHOOD REVITALIZATION CRA PROGRAM, AND THE CRA COMMUNICATIONS, EVALUATION AND OPERATIONS CRA PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Malone. Montanari. Nays. None. Absent. None.

In connection with Council Committee reports, Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Hanewicz moved with the second of Councilmember Gerdes that the following resolution be adopted:

2023-643 A RESOLUTION OF THE PRIORITIES OF THE CITY OF ST. PETERSBURG CITY COUNCIL FOR THE 2024 STATE LEGISLATIVE SESSION; SUPPORTING AND OPPOSING CERTAIN PROPOSED LEGISLATION IN

THE 2024 STATE LEGISLATIVE SESSION; INSTRUCTING THE CITY CLERK TO TRANSMIT THIS RESOLUTION TO CERTAIN PERSONS AND ENTITIES; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Malone. Nays. Driscoll. Montanari. Absent. None.

In connection with Council Committee reports, Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Figgs-Sanders that the following resolution be adopted:

2023-644 A RESOLUTION OF THE CITY OF ST. PETERSBURG CITY COUNCIL OPPOSING A PROPOSED BILL AMENDING THE SPECIAL ACT THAT CREATED THE PINELLAS SUNCOAST TRANSIT AUTHORITY; INSTRUCTING THE CITY CLERK TO TRANSMIT THIS RESOLUTION TO CERTAIN PERSONS AND ENTITIES; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Malone. Nays. Montanari. Absent. None.

Chair Gabbard recessed the meeting at 4:30 p.m. for a break.

Chair Gabbard reconvened the meeting at 5:01 p.m.

In connection with public hearings, Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Hanewicz moved with the second of Councilmember Gerdes that the following resolutions be adopted:

2023-645 A RESOLUTION CONFIRMING PRELIMINARY ASSESSMENT ROLLS FOR LOT CLEARING NO. 1652 (“LCA 1652”) AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY UPON WHICH SUCH COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 16.40.060.4.4; PROVIDING FOR INTEREST RATE(S) ON UNPAID BALANCES; ACKNOWLEDGING THAT NOTICE(S) OF LIEN(S) WILL BE FILED BY THE POD IN THE OFFICE OF THE CITY CLERK AND MAY BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Gabbard. Gerdes. Hanewicz. Montanari. Nays. None. Absent. Figgs-Sanders. Floyd. Malone.

In connection with public hearings, the Clerk read the title of proposed Ordinance 563-H. Britton Wilson, City Planner gave a PowerPoint presentation. Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gerdes moved with the second of Councilmember Driscoll that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 563-H entitled:

**PROPOSED ORDINANCE NO. 563-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 2024 THROUGH 2028; ADOPTING THE FDOT DISTRICT SEVEN'S ADOPTED FIVE-YEAR WORK PROGRAM FOR THE FISCAL YEARS 2023/24 TO 2027/28; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Malone. Montanari. Nays. None. Absent. None.

In connection with public hearings, the Clerk read the title of proposed Ordinance 566-H. Chair Gabbard asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 566-H entitled:

**PROPOSED ORDINANCE NO. 566-H**

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA AMENDING ITS LAND DEVELOPMENT REGULATIONS; AMENDING SECTION 16.06.010.1. OF THE CITY CODE TO MODIFY COMMUNITY

REDEVELOPMENT AGENCY SUBMITTAL AND PROCEDURAL REQUIREMENTS FOR LARGE, MULTI-PHASED PROJECTS; AMENDING THE USE PERMISSIONS AND PARKING REQUIREMENTS MATRIX AND ZONING MATRIX IN SECTION 16.10.020.1. TO ADD NEW CIVIC-RELATED USES AND ASSOCIATED PARKING REQUIREMENTS AND MODIFY PERMITTED ZONING DISTRICTS FOR CERTAIN EXISTING USES; AMENDING SECTION 16.20.120.7.2. TO ADD FLOOR PLATE EXEMPTIONS FOR CIVIC-RELATED USES AND MODIFY BUILDING MASSING AND FORM REGULATIONS IN THE DOWNTOWN CENTER (DC) ZONING DISTRICTS; AMENDING SECTION 16.40.090. TO ESTABLISH BICYCLE PARKING AND OFF-SITE PARKING STANDARDS IN DC DISTRICTS FOR CIVIC-RELATED USES; AMENDING SECTION 16.40.120. TO ADD THE SPORTS STADIUM USE TO THE SIGN CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Malone. Montanari. Nays. None. Absent. None.

In connection with the second Open Forum portion of the agenda, the following person(s) came forward:

1. Cindy Sheppard, 175 5th Street North, expressed appreciation to Chair Brandy Gabbard.

# CONSENT AGENDA

COUNCIL MEETING CITY OF ST. PETERSBURG

**Consent Agenda A**
**December 14, 2023**

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

2023-616

1. Accepting a Statement of Qualifications from Cummins Cederberg, Inc. for the Strategic Citywide Seawall Capital Improvement Plan project, for the Engineering and Capital Improvement Department, for consulting services in the amount of $1,456,620.74; rescinding an unencumbered appropriation in the Citywide Infrastructure Capital Improvement Fund (3027) in the amount of $120,000 from the Strategic Citywide Seawall Project (19002); rescinding unencumbered appropriations in the General Capital Improvement Fund (3001) in the amount of $900,626 from the Strategic Citywide Seawall Project (19002), $223,878 from the Infrastructure TBD FY23 Project (19165), and $177,122 from the Infrastructure TBD FY24 Project (19776); approving a supplemental appropriation in the amount of $401,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above rescissions, to the Strategic Citywide Seawall Project (19002); approving a supplemental appropriation in the amount of $900,626 from the unappropriated balance of the Community Development Block Grant Fund (1111) to the Strategic Citywide Seawall Project CDBG (Project TBD). (ECID Project No. 22111-110; Oracle Project No. 19002)

2023-617

2. Approving the reinstatement and renewal to the three-year blanket purchase agreement with Board of Trustees of St. Petersburg College for workforce readiness and development services in the amount of $945,857.

2023-618

3. A resolution approving funding for various arts and cultural agencies in an amount not to exceed $500,000 for the period of October 1, 2023, through September 30, 2024, on the recommendation of the Arts Advisory Committee; waiving the requirements of Section 112.313, Florida Statutes as to Bob Devin Jones for the funding to the Studio@620, Inc. authorizing the Mayor or his designee to execute all documents necessary to effectuate these transactions; and providing an effective date.

2023-619

4. Approving a transfer in the amount of $8,000,000 from the unappropriated balance of the Intown West Tax Increment District Fund (1107) to the Tax Increment Financing Capital Improvement Fund (3005); approving a supplemental appropriation in the amount of $8,000,000 from the increase in the unappropriated balance of the Tax Increment

Financing Capital Improvement Fund (3005), resulting from the above transfer, to the Orange Station Parking Project.

2023-620 5. Accepting a guaranteed maximum price proposal dated October 25, 2023 in the amount of $2,244,513.00 from Archer Western Construction, LLC ("Archer Western") for construction phase services for the Lift Station No. 9 and 60 Rehabilitation Project; authorizing the Mayor or his designee to execute the First Amendment to the Construction Manager At Risk ("CMAR") Agreement with a GMP between the City of St. Petersburg, Florida and CMAR, dated March 30, 2023 to incorporate the Guaranteed Maximum Price ("GMP") Proposal into the agreement and modify other necessary provisions; and providing an effective date. (ECID Project No. 19054-111; Oracle No. 16909)

2023-621 6. 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 $1,222,608.60.

# CONSENT AGENDA

**COUNCIL MEETING** **CITY OF ST. PETERSBURG**

**Consent Agenda B**
**December 14, 2023**

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

2023-622 1. Authorizing the Mayor, or his designee, to execute seven (7) License Agreements for a period of three (3) years with Port-a-Port owners for the continued use of certain land located within Albert Whitted Airport for the storage of privately-owned aircraft within storage hangars.

2023-623 2. Authorizing the Mayor, or his designee, to execute a License Agreement with Christine Harlan to continue maintaining fence on a portion of a City-owned property located in Safety Harbor for the City's 36-Inch Water Transmission Main for a period of five (5) years at an aggregate fee of $250.00.

2023-624 3. Authorizing the Mayor, or his designee, to execute a License Agreement with the St. Petersburg Junior Football Athletic Association, Inc, a Florida not-for-profit corporation, for the use of the concession stand/storage area and press box within a portion of the City-owned Campbell Park, located at 1312 – 5th Ave 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.

2023-625 4. Approving a transfer in the amount of $50,000 from the unappropriated balance of the Downtown Redevelopment Downtown Redevelopment District Fund (1105) to the Tax Increment Financing Capital Improvement Fund (3005); Approving a supplemental appropriation in the amount of $50,000 from the increase In the unappropriated balance of the Tax Increment Financing Capital Improvement Fund (3005), resulting from the above transfer, to the Al Lang electrical Project.

2023-626 5. A Resolution approving the revised plat of 4th Street Storage, generally located at 7200 and 7220 4th Street North; setting forth conditions; and providing an effective date. (City File No.: DRC 22-20000010)

2023-627

6. A Resolution approving the plat of Baypoint Townhomes Replat, generally located at 10338 2nd Street North; setting forth conditions; and providing an effective date. (City File No.: DRC 23-20000005)

2023-628

7. A Resolution authorizing the Mayor or his designee to execute Task Order No. 21-04-BN/TB(A) to the architect/engineering agreement dated January 6, 2021 between the City of St. Petersburg, Florida and Burgess & Niple, Inc. ("A/E") for A/E to provide (i) Data Collection and Site Investigation (ii) Project Management, Design, Construction Plans, Permitting, and Utility Coordination Phase Services, (iii) Preparation of Construction Drawings and Technical Specifications, and (iv) Procurement Support Services related to the Minor Storm Drainage FY23 Project in an amount not to exceed $97,486.91 (ECID Project No. 23063-100; Oracle No. 19211); and providing an effective date.

2023-629

8. A Resolution authorizing the Mayor or his designee to execute Task Order No. 21-04-AEC/W(A) to the architect/engineering agreement dated August 5, 2021 between the City of St. Petersburg, Florida and AECOM, Inc. ("A/E") for A/E to provide (i) Project Management, (ii) a Kick-off Meeting, (iii) Hydraulic Analysis, (iv) Alternative Analysis, (v) proposed alignment drawings, (vi) 60%, 100% and Final Design Submittals, and (vii) Construction Manager Coordination Services related to the Yacht Club Estates FY23 Project in an amount not to exceed $179,961.99 (ECID Project No. 24108-130; Oracle No. 19698); and providing an effective date.

2023-630

9. A resolution of the City Council of St. Petersburg, Florida confirming the appointment of Joseph P. Kelly as Assistant City Attorney; and providing for an effective date.

2023-631

10. A resolution confirming the Mayor's appointment of Howayda Affan as a member of the St. Petersburg Public Arts Commission to serve a four-year term beginning January 2, 2024 and ending on January 1, 2028; and providing an effective date.

2023-632

11. Confirming the Reappointments of William C. Johnson, Maryanne Rouse, and Viera Vorasarn, as regular members of the Health Facilities Authority to serve a four-year term ending December 31, 2027.

2023-633

12. A resolution accepting the City of St. Petersburg Affordable Housing Advisory Committee's Affordable Housing Incentives Recommendations Report; authorizing the submission of such report to the Florida Housing Finance Corporation; authorizing Administration to include the incentives/recommendations in the three year (2024-2025, 2025-2026, 2026-2027) Local Housing Assistance Plan; and authorizing the Mayor or his designee to execute all documents necessary to effectuate the proposed report; providing an effective date.

2023-634

13. A resolution approving the minutes of the City Council meetings held on July 13, and July 20, 2023; and providing an effective date.

2023-635

14. A resolution approving the minutes of the City Council meetings held on August 3, August 10, and August 17, 2023; and providing an effective date.

2023-636

15. A resolution approving the minutes of the City Council meetings held on September 7, September 14, and September 28, 2023; and providing an effective date.

2023-637

16. A resolution approving the minutes of the City Council meetings held on October 5, October 12, and October 19, 2023; and providing an effective date.

2023-638

17. A resolution authorizing the Mayor or his designee to accept a grant with the Florida Department of Transportation ("FDOT") in the maximum reimbursement amount of $21,000 to fund Police Department overtime incurred by the Slow Down, it's NO Accident Campaign; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $21,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional grant revenues to the Police Department, Traffic & Marine Division (140-1477), Slow down, it's NO Accident Project (20135); and providing an effective date.

2023-639

18. A resolution authorizing the Mayor or his designee to accept a U.S. Department of Justice ("DOJ"), Office of Community Oriented Policing ("COPS") grant in the maximum reimbursement amount of $175,000 to fund a youth mentorship program through arts and academics; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of $175,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional grant revenues, to the Police Department, Fiscal Support Division (140-1389), COPS Microgrant FY23 Project (20137); and providing an effective date.

2023-640

19. A resolution confirming the Mayor's appointment of Cyndi Cartelli, Jack Palmier, Judith Owens, and Rosa Vidal as regular members of the Committee To Advocate for Persons with Impairments, each to serve a term beginning January 1, 2024 and ending December 31, 2026; and providing an effective date.

Received& Filed

20. Budget, Finance and Taxation Committee Meeting Minutes (November 27, 2023)

2023-641

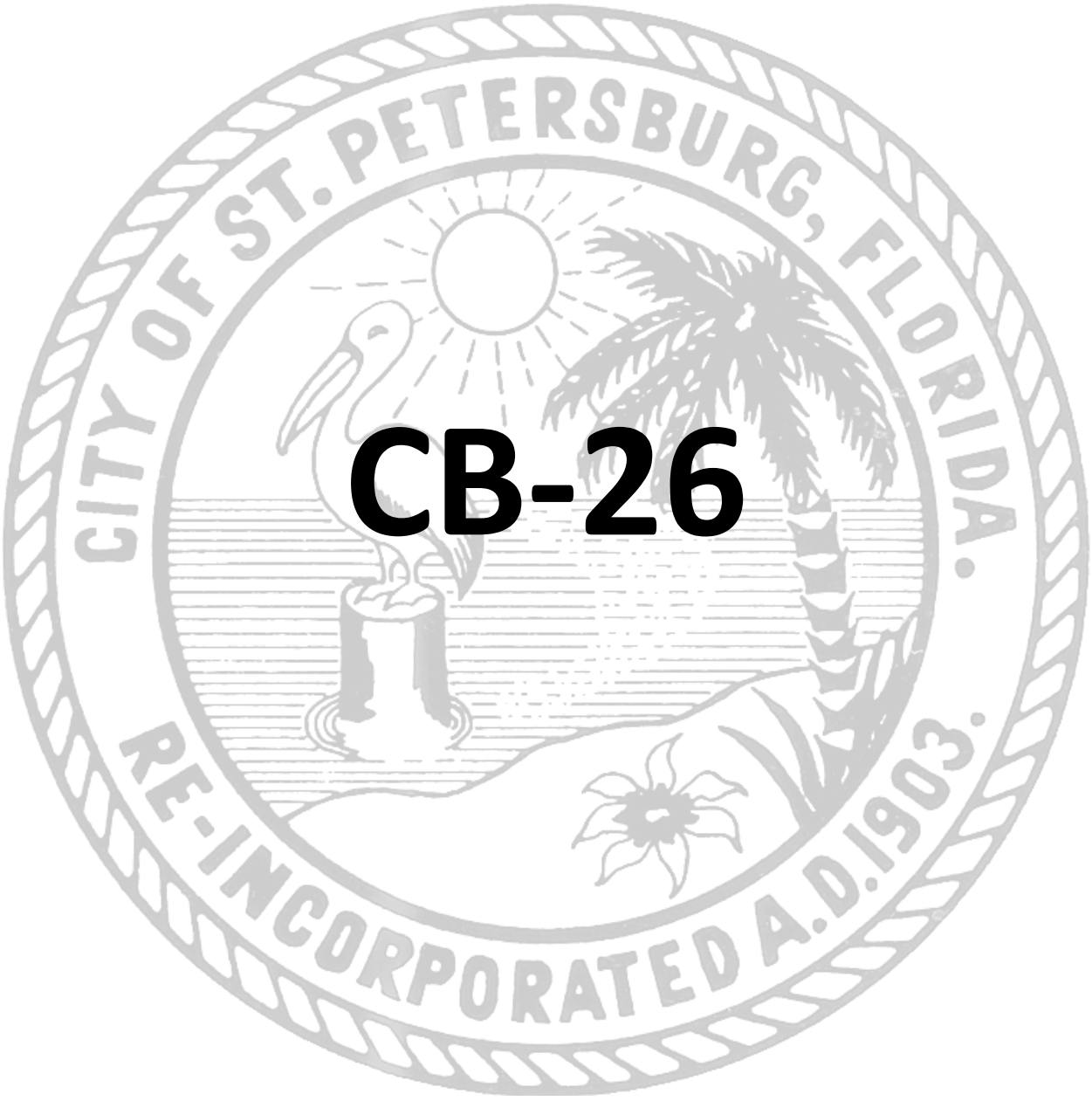
21. A Resolution declaring the 38th Annual MLK Dream Big Parade, to be held on January 15, 2024, to be a Special Event within the meaning of Section 16.70.030.1.5. C. 1. of the St. Petersburg City Code; delineating boundaries and a time period within which the declaration is to be effective; suspending 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.

There being no further business Chair Gabbard adjourned the meeting at 6:57 p.m.

_____
Chair Gabbard, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: _____
Chan Srinivasa, City Clerk

The following page(s) contain the backup material for Agenda Item: Budget, Finance & Taxation Committee Minutes (2/22/2024)
Please scroll down to view the backup material.




# CB-26

City of St. Petersburg
**Budget, Finance and Taxation Committee**
**February 22, 2024 Meeting Minutes**
*City Hall, Room 100*

**Present:** Committee Chair Copley Gerdes, Committee Vice-Chair Ed Montanari, Council Chair Deborah Figgs-Sanders, and Council Member Lisset Hanewicz.

**Absent:** None

**Also Present:** Assistant City Administrator Tom Greene, Managing Assistant City Attorney Macall Dyer, Assistant City Attorney Sharon Michnowicz, Economic Development Director Brian Caper, Debt Financing Director Anne Fritz, Interim Chief Financial Officer Erika Langhans, Jay Glover (PFM Financial Advisors), Duane Draper (Bryant Miller Olive P.A.), and Deputy City Clerk Paul Traci.

**Support Staff:** Jayne Ohlman – Senior Legislative Aide

**1. Call to Order** – 10:00 AM
**2. Approval of Agenda** – CM Hanewicz motioned for approval. All voted in favor.
**3. Approval of February 8, 2024 Minutes –** CM Montanari motioned for approval. All voted in favor.
**4. New Business – February 22, 2024**

**Review Proposed Changes to Chapter 5 of the City Code Regarding Public Art** – *Sharon Michnowicz, Assistant City Attorney*

Assistant City Attorney Sharon Michnowicz provided background information on the City Code related to works of art in the City.[1] Currently, the mechanism for funding public art requires that a percentage of construction costs for any public works project is deposited into the Art in Public Places Fund. Ms. Michnowicz noted that the "set aside" is required regardless of whether the public works project is on City-owned property. However, the existing code language is contradictory and suggests that the art can only be placed on City-owned property. Ms. Michnowicz explained that the proposed amendments seek to clarify and add flexibility to ensure that art can be placed at the same site as the public works project for which the money was deposited into the fund, even if the site is not City-owned. Additionally, the proposed changes allow the City Council, by a resolution receiving at least five affirmative votes, to waive the requirement for the City to have the title to all art acquired with money from the fund.

Committee Vice-Chair Montanari asked why the proposed amendments single out the City-owned property leased to the Dalí Museum. Ms. Michnowicz explained that this was not meant to be a substantive change but a clarifying edit related to the Dalí Museum's lease agreement, which already existed in the code language. Ms. Michnowicz stated that the attorney who drafted the specific language and is the most familiar with the lease agreement could provide additional details before the City Council votes on the amendments.

Council Member Hanewicz inquired about what precipitated the proposed amendments. Assistant City Administrator Tom Greene responded that in looking at future projects, such as the Historic Gas Plant Redevelopment, there were situations identified where the City would want to ensure the spirit of the "Art in Public Places" ordinance. CM Hanewicz asked for an explanation of the situations identified, and Mr. Greene responded that the potential building of a new stadium, wherein

[1] St. Petersburg City Code, Chapter 5, Article III, Division 1.

Pinellas County's ownership of the land, would present a challenge with respect to the current code language. CM Hanewicz stated that it would have been helpful to include that explanation in the documents provided to the committee. CM Hanewicz requested that more information be provided to City Council members when the item comes to the full City Council.

Council Chair Deborah Figgs-Sanders asked for a list of potential properties and developments that the proposed code changes could impact.

CM Montanari motioned to approve the draft ordinance and send it to the full City Council, and all members voted in favor.

**A Discussion Regarding Issuing a One-Year Note for the Public Utility to Finance its FY 24 CIP –** *Tom Greene, Assistant City Administrator, and Anne Fritz, Debt Financing Director*

Mr. Greene began by reminding the committee that the FY 24 utility rate structure and capital improvement plan contemplated borrowing about $53 million for Water Resources ($44.3 million) and Stormwater ($8.4 million) projects. However, after reviewing current market conditions and the City's financing schedule, the City decided to pursue a bond anticipation note structure rather than the more common 30-year bond issuance. Mr. Greene explained that given the expectation that the Federal Reserve will lower interest rates during 2024, the City requested PFM Financial Advisors ("PFM"), the City's financial advisor on debt-related matters, to pursue interim funding via a short-term bank loan (i.e., a one-year "bridge" loan) to cover FY 24 capital improvement expenditures. At the City's direction, PFM issued Requests for Proposals ("RFPs") on January 5, 2024, to a list of local, regional, and national financial institutions to identify the institution that could provide the City with a tax-exempt loan at the lowest overall borrowing cost. The City received six proposals from the following institutions: Bank of America, JP Morgan, Raymond James, RBC Capital Markets, Truist Bank, and Wells Fargo. Based on PFM's review and discussions with City staff and Bond Counsel, it was determined that Truist's proposal provided the best combination of interest rate and terms most favorable to the City.

Committee Chair Gerdes asked Mr. Greene to explain why the loan is a two-year note when it is meant to be a one-year "bridge" loan. Mr. Greene explained that based on the terms of the City's State Revolving Fund Loan with the Florida Department of Environmental Protection (FDEP), the City must get consent from FDEP for this transaction. To obtain consent from FDEP, the City, as part of the RFP negotiation process, requested that Truist modify its proposal so the loan term would extend over two fiscal years based on the FDEP loan test calculations.

CM Hanewicz asked for an explanation of the loan test calculations noted by Mr. Greene. Jay Glover, Managing Director at PFM, explained that the loan tests utilized by FDEP are meant to ensure that the City has the net revenues from the utility system to cover its annual debt service in a given year. The test, however, would have added the full principal repayment and interest on the note in one fiscal year without the ability to add the expected bond proceeds as operating revenues. Changing the term to cover two fiscal years allowed the City to receive consent from FDEP successfully and allow the City the flexibility to prepay the debt earlier than the stated term. Mr. Glover reiterated that the City must repay $26.5 million in 2025 and 2026; however, the goal is to issue long-term bonds with a lower interest rate before this short-term loan matures. Mr. Glover stated that the City will pay 4.24% on its $53 million loan, which is roughly the same interest rate on a 30-year bond. CM Hanewicz inquired how much the City can expect to save on interest payments with this alternative funding option. Mr. Glover responded that it is difficult to predict and depends on the interest rates when the City takes out the long-term financing.

Next, CM Hanewicz asked Mr. Greene for an update on her outstanding request for information on the capital improvement needs over the next 30 years, broken down into categories such as water, wastewater, stormwater, streets, sidewalks, seawalls, and others. Mr. Greene responded that some master plans forecast needs over the next 20 to 30 years; however, that is not the case for all capital improvement needs. Mr. Greene stated that he would be concerned with the accuracy of forecasting future revenues and expenses—with assumed inflation percentages—as it may not be a true reflection of the condition of all the assets. Mr. Greene added that some requested categories require engineering-based research to determine conditions. CM Hanewicz reiterated the importance of knowing the City's infrastructure needs over the next 30 years, especially before voting on the Historic Gas Plant Redevelopment project and before the City issues more debt.

CM Montanari asked for an explanation of the Parity Lien Loan Agreement and Senior Lien Bond Resolution noted in the resolution. Managing Assistant City Attorney Macall Dyer responded that the Parity Lien Loan Agreement is the outstanding loan agreement with the State for the Revolving Fund Loan. The Senior Lien Bond Resolution is the City's Master Bond Resolution. Next, CM Montanari asked why the resolution notes that the 4.24% interest rate is subject to adjustment. Duane Draper from Bryant Miller Olive P.A., the City's Bond Counsel, responded that the language regarding adjustment is required in the event that the City's tax-exempt status is jeopardized; the lender reserves the right to increase the interest rate to offset the cost of federal income taxes on the interest expense.

CM Figgs-Sanders made a motion to approve the draft resolution authorizing the issuance of a not-to-exceed $53 million bond anticipation note, and all members voted in favor. The resolution will go to the full City Council on February 29, 2024.

***CM Gerdes adjourned the meeting at 10:47 AM.***

The following page(s) contain the backup material for Agenda Item: Housing, Land Use & Transportation Committee Minutes (2/8/2024)
Please scroll down to view the backup material.

# CB-27

City of St. Petersburg
**Housing, Land Use, & Transportation Committee**
February 8, 2024
Minutes

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

Alternate: Council Member Gina Driscoll

Also present: Robert Gerdes, City Administrator, Michael Dema, Assistant City Attorney, Amy Foster, Housing and Neighborhood Services Administrator, Mark VanLue, Housing Development Manager, Stephanie Lampe, Senior Housing Development Coordinator, and Joshua Johnson, Housing and Community Development Director.

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

1) **Call to Order—8:00AM**
2) **Approval of Agenda—**CM Gerdes motioned for approval; all voted in favor.
3) **Approval of the January 11, 2024, Minutes**—CM Muhammad motioned for approval; all voted in favor.
4) **Selection of Committee Chair and Vice-Chair**—CM Gerdes nominated CM Gabbard as Chair. All voted in favor. CM Floyd then nominated CM Muhammad as Vice-Chair. All voted in favor.
5) **New Business – February 8, 2024**

   a) *Reappointment of Derek Keys to the St. Petersburg Housing Authority Board of Commissioners –* ***Joshua Johnson, Housing & Community Development Director***
   All committee members voted in favor.

   b) *Tenant Protections for City-Owned and City-Subsidized Housing –* ***Michael Dema, Assistant City Attorney, and Amy Foster, Housing and Neighborhood Services Administrator***
   CM Floyd explained that the City's Tenants' Bill of Rights had to be repealed due to state preemptions and that it was his hope to transform it into contract language for affordable housing or any subsidized housing in the city so that tenant protections may continue in some form. Ms. Foster then provided a brief overview of the item. CM Floyd then asked about month-to-month tenancies and possibly giving tenants that option at the end of a lease. He also asked about penalties and keeping them the same as when it was an ordinance, or in this case, liquidated damages. Mr. Dema then explained that the preemption provided by the state was a field preemption. So, he recommended steering toward policy versus an ordinance and explained that the City still enjoys the freedom to put strings on money and land and deciding on contract language. CM Floyd said he would like to see Council pass a resolution. Committee Chair Gabbard asked about it being attached to the city-owned land policy. Mr. Dema then replied that it could be linked. CM Gabbard voiced support for including language for month-to-month tenancies for existing tenants wishing to extend a lease. Liquidated damages can be looked at on a case-by-case basis, she stated. Ms. Foster said they have not had discussions with affordable housing developers on this topic and they would like the opportunity to do so.

CM Gabbard then asked if this could be added to the next AHAC meeting and Ms. Lampe replied that it could be. CM Floyd then asked about adding this language to density bonus negotiations. Mr. Dema voiced concern since workforce housing density bonuses stem from a regulatory process. Ms. Foster also clarified that this would be applied to contracts moving forward and would not be retroactive. CM Gabbard then stated that a follow-up could be slated for the March HLUT Committee meeting.

c) *Update on the Implementation of Affordable Housing Tax Relief Ordinance (Local Option Tax Abatement) –* ***Amy Foster, Housing and Neighborhood Services Administrator***

Ms. Foster talked about the restructuring of the Housing Department, in consideration of Ms. Lampe's imminent retirement.

She then introduced the item because of some loopholes that need to be closed in the previously passed ordinance before the property appraiser's March deadline. Mr. Vanlue then explained that because St. Petersburg was an early adopter of this ordinance there are some minor tweaks required. He also said that the City has had at least five projects with completed applications for abatement for this tax year. Some of the issues the City is seeing was firstly the original definition of new construction and the requirements for existing projects special conditions prevent two- and three-year old projects from qualifying as either. Secondly, he explained that some language is also needed to clarify that the addition of 15 years of affordability is additive to the remaining affordability period currently in place, not to exceed 99 years in total. Thirdly, he explained that language is needed to clarify that the 50 percent increase in insurance cost of three years should be for substantially equal coverage.

He then went over the proposed amendments, which are to revise the definition of new construction to mean any project substantially completed within five years before the first application for exemption, which aligns with what the state is using for its missing middle tax abatement; secondly, to change the wording to ensure the addition of 15 years affordability is additive to any current remaining affordability period, not to exceed 99 years in total; and finally to change the wording to ensure a 50 percent increase in insurance costs is not caused by substantive changes in coverage.

CM Gabbard asked about SB328 and if it has any effect on this. Mr. Dema said he was not prepared to provide feedback at that time but would be soon. Ms. Foster said it was her intention to get this item on the February 29, 2024, City Council agenda if approved by the committee and that any changes that might happen at the state level can be addressed at a later date. CM Floyd asked if in the future this ordinance will have an impact on whether deals get done and Mr. VanLue replied that it already is having an impact. CM Gabbard made a motion to take the proposed amendments to full Council. CM Gerdes moved approval. The motion passed unanimously. Ms. Foster then briefly discussed the referral list with the committee. No major changes were made other than the addition of the AHAC Quarterly Update. Ms. Foster also informed the committee of some upcoming staff requests.

***CM Gabbard adjourned the meeting at 8:48AM.***