

COUNCIL MEETING

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

CITY OF ST. PETERSBURG

**April 4, 2024
9:00 AM**

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: 990 7168 6591#
- Watch, listen, and participate on your computer, mobile phone, or other device by visiting the following link: <https://zoom.us/j/99071686591>

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.

**April 4, 2024
9:00 AM**

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

A moment of silence will be 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:

Officer James A. Krupp - April 15, 1964

B. Approval of Agenda with Additions and Deletions.

C. Consent Agenda (see attached)

Open Forum

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

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

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

D. Awards and Presentations

E. Public Hearings and Quasi-Judicial Proceedings - 9:30 A.M.

Public Hearings

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.](#)

Second Reading and Second Public Hearings

2. [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.](#)

F. Reports

1. [A resolution approving a Second Amendment to the Funding Agreement between the City of St Petersburg and Namaste 1616, LLC; authorizing the Mayor or his designee to execute the Second Amendment; and providing an effective date.](#)

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

H. New Business

I. Council Committee Reports

1. [March 21, 2024 Public Services & Infrastructure Committee Action Item](#)

- (a) Respectfully requesting City Council approval of a motion to refer the business item regarding the City Council vacancy filling process to a Committee of the Whole to address the following proposed amendments to the current process: 1. Increase the voting threshold to require a super-majority; and 2. Leave the vacancy unfilled if it occurs close to or during the regular election for the vacant position.

J. Legal

K. Open Forum

L. Adjournment



**Consent Agenda A
April 4, 2024**

NOTE: Business items listed on the yellow Consent Agenda cost more than one-half million dollars while the blue Consent Agenda includes routine business items costing less than that amount.

(Procurement)

1. [Approving the renewal of a blanket purchase agreement with Xerox Corporation for the lease and maintenance of copiers at an estimated annual amount of \\$550,000 for a total contract amount of \\$2,850,000.](#)
2. [Requesting a waiver of the source selection method requirements set forth in Chapter 2, Article 5, Division 1 of the St. Petersburg city code to allow the city to enter into a one-year contract with Pinellas County School Board \(School Board\) for the School Board to provide meals for the City's 2024 Summer Food Service Program without competitive solicitation for an amount not to exceed \\$376,933 \(2024 Contract\) and enter into subsequent one-year contracts with the School Board to provide meals for the City's 2025, 2026, 2027 and 2028 summer food service programs without competitive solicitation for a total combined contract amount not to exceed \\$1,789,357 \(2025-2028 contracts\); authorizing the Mayor or his Designee to execute the 2024 contract for an amount not to exceed \\$376,933 and the 2025- 2028 contracts for a total combined contract amount not to exceed \\$1,789,357 provided that funds are appropriated for the 2025-2028 contracts in the applicable future fiscal year budget adopted by Council.](#)

(City Development)

(Community Enrichment)

(Public Works)

3. [A Resolution approving the First Amendment to the Architect/Engineering Agreement between the City of St. Petersburg, Florida and Harvard Jolly, Inc. \("A/E"\) dated December 21, 2021 for A/E to provide i\) a survey, ii\) environmental report, iii\) geotechnical investigation, iv\) schematic design documents, v\) schematic design – cost estimate, and vi\) Southwest \("SW"\) site a\) design development documents, b\) construction documents, c\) bidding & permitting services, d\) construction administration services, e\) civil engineering services, f\) landscape architecture, g\) instrumentation and controls, and h\) LEED certification services related to the SW, NW & NEWRF Operations and Maintenance Building Project in an amount not to exceed \\$2,003,916.50; providing that the total contract amount shall not exceed \\$2,395,100.50; authorizing the Mayor or his designee to execute the First Amendment; and providing an effective date. \(ECID Project No. 21047-111; Oracle Nos. 16928, 16939, 16944, 16927 and 16935\)](#)
4. [A Resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 21-09-KCA/TB\(A\), as revised, to the architect/engineering agreement between the City of St. Petersburg, Florida and Kisinger Campo & Associates, Corp. \("A/E"\) dated](#)

December 15, 2020, for A/E to provide continued environmental permitting services related to the Bridge 157408 62nd Ave S at Maximo Project in an amount not to exceed \$62,174.37; providing that the total Task Order, as revised and amended, shall not exceed \$509,225.75 (ECID Project No. 23080-100; Oracle No. 19183); and providing an effective date.

(Appointments)

(Miscellaneous)

CONSENT



AGENDA

COUNCIL MEETING

CITY OF ST. PETERSBURG

Consent Agenda B April 4, 2024

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

(Procurement)

1. [Accepting a proposal from Matrix Consulting Group, Ltd., for a management evaluation study of the St. Petersburg Fire Rescue Department in the amount of \\$103,000.](#)
2. [Accepting a proposal from Gallagher Benefit Services, Inc. for consulting services for benefits, for the Human Resources Department a five-year contract amount of \\$420,000.](#)
3. [Approving an increase in allocation for modular building lease or rental with Williams Scotsman, Inc. for the Parks and Recreation and Water Resources Departments, in the amount of \\$100,000.](#)

(City Development)

(Community Enrichment)

(Public Works)

4. [A Resolution authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 19-09-SCS/ENV\(A\), as amended, to the architect/engineering agreement dated June 23, 2019, as amended, between the City of St. Petersburg, Florida and Stantec Consulting Services, Inc. \("A/E"\) for A/E to provide 90% and 100% construction drawings, an engineer's opinion on probable costs, construction documents and technical specifications, bidding services and contractor procurement services related to the Bartlett Lake Improvements Project in an amount not to exceed \\$80,056.12; providing that the total Task Order amount, as amended, shall not exceed \\$471,468.02 \(ECID Project No. 20066-110; Oracle No. 18593\); and providing an effective date.](#)
5. [A Resolution accepting a Guaranteed Maximum Price \(GMP\) proposal in the amount of \\$277,494 from Hennessy Construction Services Corp \(Hennessy\) for construction phase services for the Pier Head Building Backup Generator 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 CMAR dated September 15, 2023, to incorporate the GMP Proposal into the agreement and modify other necessary provisions; authorizing the City Attorneys office to make non-substantive changes to the First Amendment; approving a transfer in the amount of \\$278,000 from the unappropriated balance of the Pier Operating Fund \(1203\) to the General Capital Improvement Fund \(3001\); approving a supplemental appropriation in the amount of \\$278,000 from the increase in the unappropriated balance of the General Capital Improvement Fund \(3001\), resulting from the above transfer, to the Backup Generator](#)

Project (ECID Project No. 21219-019; Oracle Project No. 20237); and providing an effective date.

(Appointments)

6. A resolution confirming the Mayor's appointment to the Consolidated Plan Ad Hoc Application Review Committee (Committee) for FY 2024/25; and providing an effective date.

(Miscellaneous)

7. A resolution approving the City's Local Housing Assistance Plan under the State Housing Initiatives Partnership (SHIP) Program For FY 2024/25 through FY 2026/27 (Proposed Plan); authorizing the submission of the Proposed Plan to the Florida Housing Finance Corporation (FHFC); authorizing the Mayor or his designee to execute all documents necessary to effectuate the Proposed Plan; and to expend funds in accordance with the Proposed Plan upon its approval by FHFC; finding that five percent (5%) of the SHIP Local Housing Distribution and five percent (5%) of SHIP Program Income (PI) is insufficient to pay the administrative costs of the SHIP Program; authorizing up to ten percent (10%) of the SHIP Local Housing Distribution and ten percent (10%) of the SHIP PI for administrative costs, if the SHIP distribution is below the minimum FHFC allocation amount of \$350,000; adhering to the published SHIP approved methodology for establishing the maximum purchase price limit as may be amended from time to time; and providing an effective date.
8. A resolution superseding Resolution No. 2006-387 requiring that subrecipients that receive \$50,000 or more in federal financial assistance from the City through the Housing and Community Development Department's Consolidated Plan Programs ("Consolidated Plan Programs") submit to the City an independent audit report and subrecipients that receive less than \$50,000 in federal financial assistance from the City must submit to the City a compiled financial statement with a letter from an accountant who prepared the financial statement within 180 days to align with federal policies
9. Budget, Finance and Taxation Committee Meeting Minutes (March 7, 2024)
10. Economic and Workforce Development Committee Meeting Minutes (January 25, 2024)

MEETING AGENDA

CITY OF ST. PETERSBURG

Note: An Meeting Agendalisting of upcoming City Council meetings.

Housing, Land Use & Transportation Committee

Thursday, April 11, 2024, 8:00 a.m., Conference Room 100

Public Services & Infrastructure Committee

Thursday, April 11, 2024, 9:25 a.m., Conference Room 100

CRA/Agenda Review

Thursday, April 11, 2024, 1:30 p.m., Conference Room 100

City Council Meeting

Thursday, April 11, 2024, 3:00 p.m., City Council Chambers

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:

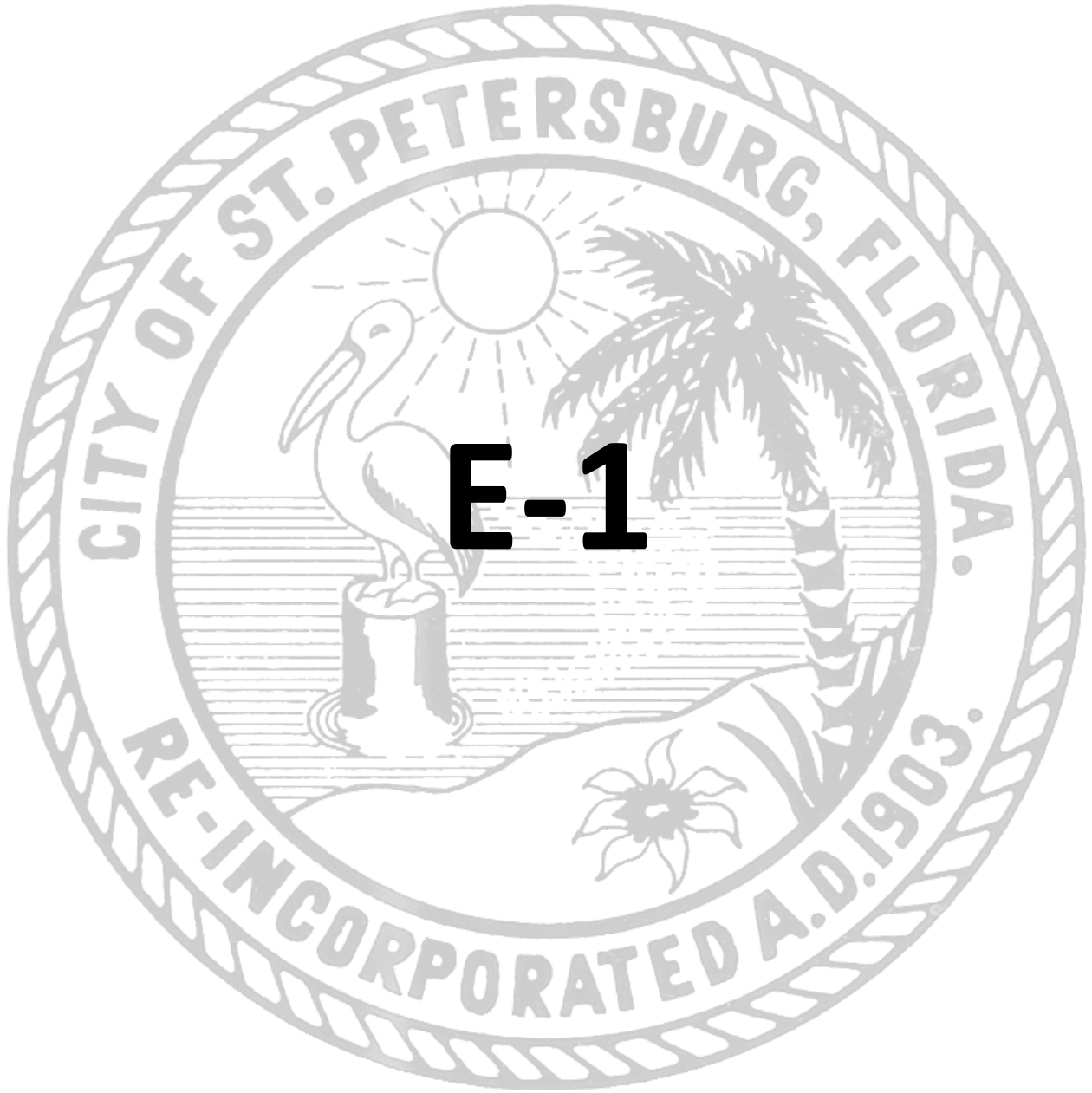
- a. Cross examination by City Administration.
- b. Cross examination by Opponents, if applicable.
- c. Cross examination by Appellant followed by Applicant, followed by Property Owner, if different.

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.

00630194.doc - revised 7/7/2022

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

Public Hearing of April 4, 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.

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 government 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. 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 permitting another government entity to own the art.

MODIFICATIONS MADE AFTER FIRST READING

City Council conducted the first reading for the attached proposed ordinance on March 21, 2024, resulting in the following changes:

(i) limiting the placement of the art to ***public property*** where there is a public works project/facility, and, limiting the ownership of art on non-City-owned property to a ***government entity***.

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 government 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. Allowing another government entity to have ownership.

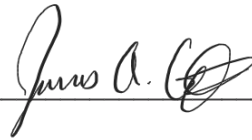
RECOMMENDATION: Administration recommends that City Council ordains amending Chapter 5, Article III, Division 1 related to works of art in the City; expanding where works of art acquired with moneys from the Art in Public Places Fund can be displayed and expanding ownership options for such works of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

COST/FUNDING ASSESSMENT INFORMATION: N/A

ATTACHMENT: Ordinance

APPROVALS:

Administrative:



Budget: N/A

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. For works of art to be displayed on public property that is not owned by the City, this provision may be waived by City Council by a resolution receiving at least five affirmative votes, provided that the works of art shall be acquired in the name of a government entity and title shall vest in a government entity.

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) public 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 public works project or facility is being constructed.

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:



City Attorney (designee)
00734312

St. Petersburg City Council

Ordinance Amending Chapter 5, Article III, Division 1





Intention

- **To ensure that public art may be placed on sites contributing to the Art in Public Places Fund, such as the proposed redevelopment of the Historic Gas Plant District, Administration is requesting an amendment to Chapter 5, Article III, Division 1 related to works of art in the City.**

The current City Code dictates that a percentage of construction costs, exceeding \$100,000, for any city-funded project be directed to the Art in Public Places Fund for the purpose of installing public art. The public art can be installed at or near the contributing project and must be placed on City-owned land. In addition, the installed art is owned by the City.

A recent example of the ordinance in practice is Oneness, the sculpture at the new Sanitation Building.



Schedule of required funds for public art

- For public works projects with construction costs between \$100,000 and \$2,500,000, two percent shall be deposited into the fund.
- For public works projects with construction costs between \$2,500,001 and \$10,000,000, one percent shall be deposited into the fund.
- For public works projects with construction costs exceeding \$10,000,001, three-quarters of a percent shall be deposited into the fund.
- The total allocation of funds deposited into the fund from any single public works project under this article shall not exceed \$500,000.00.

Current Ordinance

Chapter 5, Article III, Division 1



Proposed changes to the existing ordinance would:

1. Permit installation on public property that contributes to the Art in Public Places Fund. Allowing for flexibility in the installation of public art.
2. Provide City Council the ability to waive the requirement that the City own/have title to art acquired through the Art in Public Places Fund, provided that the works of art be acquired in the name of a government entity and title shall vest in a government entity.

The proposed redevelopment of the Historic Gas Plant Infrastructure project and Stadium development would each add \$500,000 to the Art in Public Places Fund. Public art installation on the stadium site is currently restricted because Pinellas County, not the City, will own the land. The proposed ordinance change would allow public art to be installed on the contributing redevelopment site, permitting public art installation within the Historic Gas Plant redevelopment.

The change would also allow City Council, by five affirmative votes, to waive the requirement that the installed public art be titled to the City. For the Historic Gas Plant District, this change would permit Pinellas County to own the art.

Requested Change



Insurance and Maintenance

- The City currently insures the existing public arts collection.
- The Public Arts Commission is responsible for the insurance and maintenance of works of art in the public arts collection.



Request

Should the redevelopment of the Historic Gas Plant District be approved, the requested changes would allow public art to be installed on the redeveloped site.

Without the changes, the installation of public art on the site may not be possible; public art that would tell the story of this community.



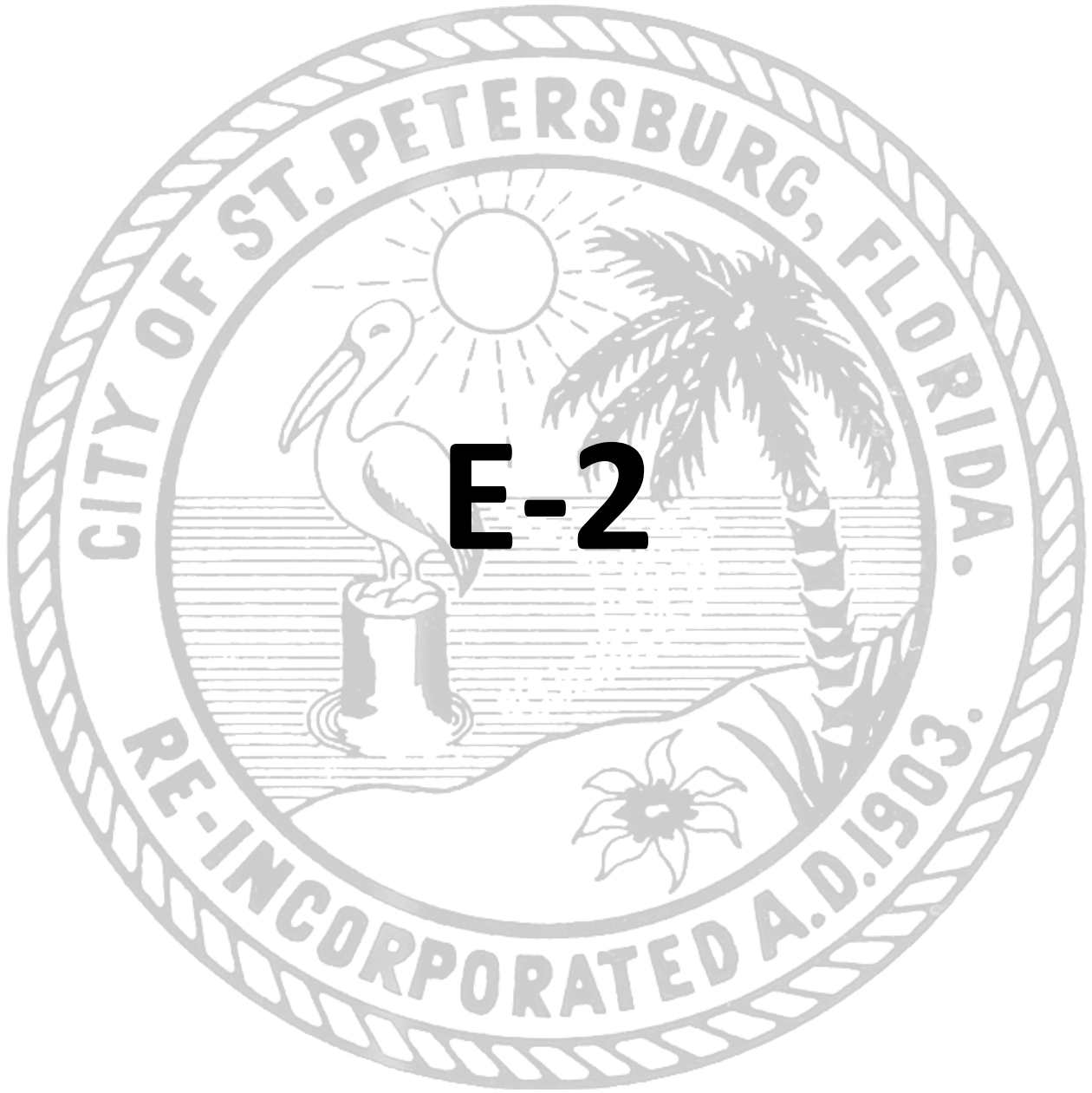
PUBLIC ART CAN
TELL THE STORY OF
COMMUNITY
SPIRIT AND ASPIRATIONS
BY HONORING THE PAST AND
ENVISIONING THE FUTURE.

THANK YOU



Celeste Davis, Director
Department Arts, Culture & Tourism
CDA, City Hall – City Council

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.



E-2

St. Petersburg City Council

Meeting of April 4, 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 approval.

COST/FUNDING/ASSESSMENT INFORMATION: There are no costs or funding associated with this resolution and the associated amendment.

ATTACHMENTS: Ordinance 575-H

APPROVALS:

McFoster

Administrative

/s/: Michael J. Dema

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)
00727746.docx

**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:

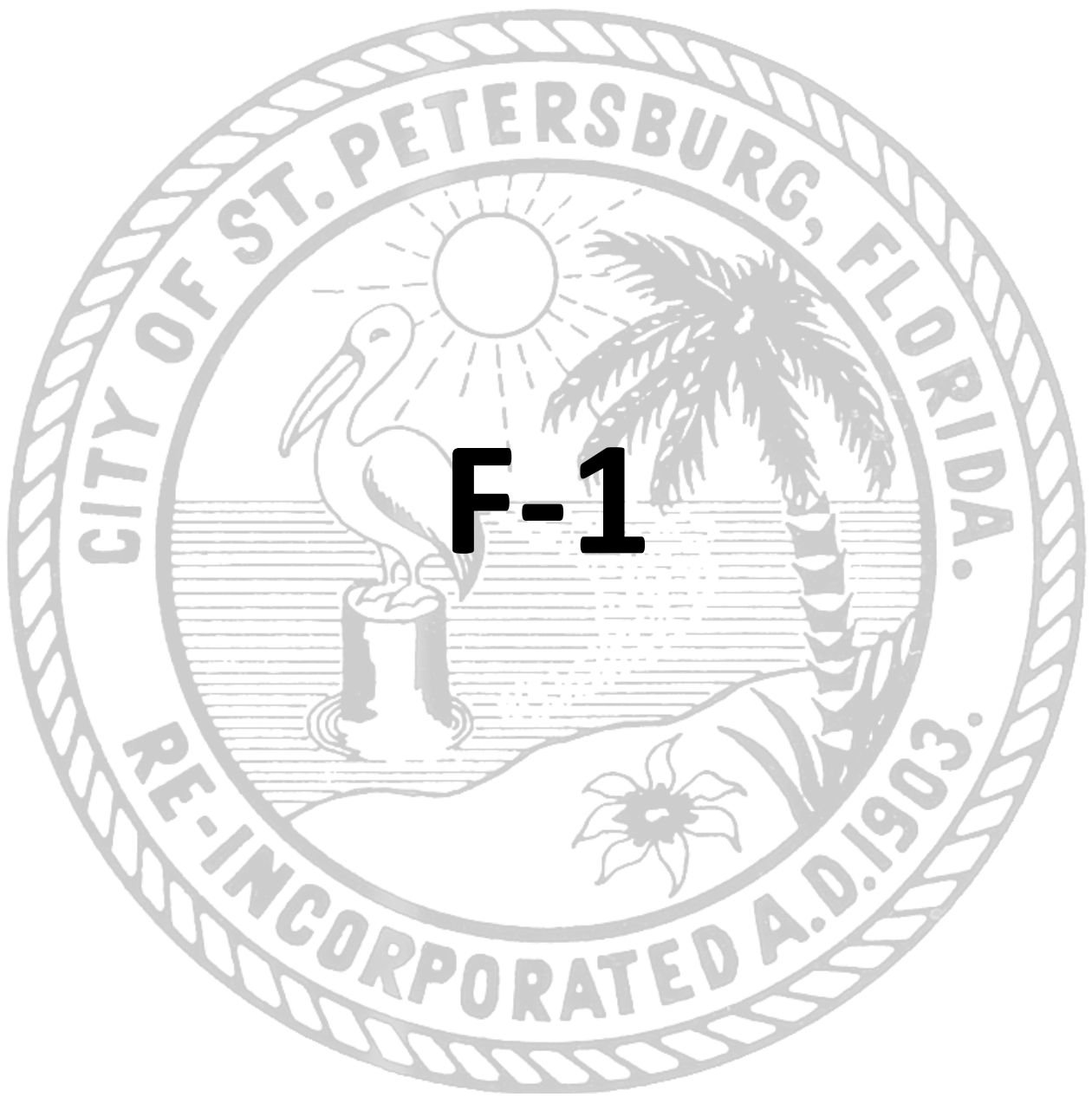
We estimate 5 to 10 affordable housing projects will utilize the local option tax abatement in the first few years. This number will grow over time.

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.

The following page(s) contain the backup material for Agenda Item: A resolution approving a Second Amendment to the Funding Agreement between the City of St Petersburg and Namaste 1616, LLC; authorizing the Mayor or his designee to execute the Second Amendment; and providing an effective date.

Please scroll down to view the backup material.



F-1

St. Petersburg City Council

Meeting of April 4, 2024

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

SUBJECT: A resolution approving a Second Amendment to the Funding Agreement between the City of St Petersburg and Namaste 1616, LLC; authorizing the Mayor or his designee to execute the Second Amendment; and providing an effective date.

EXPLANATION: On November 19, 2020, City Council adopted Resolution 2020-479 approving a funding agreement between the City of St Petersburg and Namaste 1616, LLC; authorizing the Mayor or his designee to execute the Agreement; and providing an effective date.

On July 8, 2021, City Council adopted Resolution 2021-280 authorizing the partial assignment of the agreement with Namaste 1616, LLC to Ardent OZF, LLC.

On July 13, 2023, City Council adopted Resolution 2023-333 approving the First Amendment of the Agreement, changing the expiration date to January 31, 2024, amending the city subsidy amount, and terms for disbursement of the funds.

Administration now desires to amend the Agreement to extend the expiration date to March 7, 2025, to allow time for sale of the finished units including one leased unit that was retained to facilitate a replat of the adjacent site to the north for the construction of two (2) additional units.

RECOMMENDATIONS:

Administration recommends approval of the resolution approving the Second Amendment to the Funding Agreement; authorizing the Mayor or his designee to execute the Second Amendment; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: There are no costs or additional funding associated with this resolution and the associated amendment.

ATTACHMENTS: Original Funding Agreement and Resolution 2020-479
Resolution 2021-280
First Amendment and Resolution 2023-333
Second Amendment and Supporting Resolution

APPROVALS:



Administrative

AGREEMENT

THIS AGREEMENT ("Agreement") by and between the City of St. Petersburg, Florida, a municipal corporation existing by and under the laws of the State of Florida, ("City") and Namaste 1616, LLC, a Florida limited liability company and subsidiary of Namaste Homes LLC ("Namaste"), (collectively "**Parties**").

WHEREAS, Namaste is the owner of that certain property located in Pinellas County, Florida, at: the Northwest Corner of 16th Avenue South and Dr. ML King Jr Street South, St. Petersburg, Florida; and

WHEREAS, the City of St. Petersburg, Florida, a municipal corporation, is funding construction of certain residential improvements on the Property by the Namaste in exchange for the Property remaining affordable for purchasers or rental of the planned improvements; and

WHEREAS, the Parties have agreed to enter into this Agreement and the attached Declaration of Restrictions in order to ensure that the Property remains affordable housing, as set forth in Chapter 17.5 of the City of St. Petersburg City Code ("City Code"), for the period set forth therein.

W I T N E S S E T H

NOW THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged and of the promises and covenants contained herein the Parties hereto as follows:

1. **RECITATIONS:** The above recitations are true and correct and are incorporated herein by reference.
2. **PREMISES:** This Agreement concerns the property owned by Namaste and generally located at the northwest corner of 16th Avenue South and Dr. ML King Jr Street South, St. Petersburg, Florida ("Property"). The lots are also identified by the Parcel ID numbers 25-31-16-64854-000-0020 and 25-31-16-64854-000-0010.
3. **TERM; COMMENCEMENT; EXPIRATION:** The term of this Agreement ("**Term**") shall be for thirty-six (36) months, commencing on the 1st day of December, 2020 ("**Commencement Date**"), and ending on the 30th day of October, 2023 ("**Expiration Date**").
4. **IMPROVEMENTS ON PROPERTY:** Namaste shall develop the property in accordance with Exhibit "A" (the "Improvements"). Namaste shall cause to be constructed eleven (11) two-story townhome-style units ("Unit(s)") on the property, as illustrated in Exhibit "A". Each Unit shall consist of three-bedrooms and two-and-a-half bathrooms. Any proposed change to the number of bedrooms and bathrooms in each unit shall require approval of the City. The Improvements shall be wholly in compliance with all land development regulations applicable to the Property. Namaste shall have until the end of the Term to receive certificates of occupancy on each of the eleven planned units.
5. **SALE OF UNITS:** Namaste shall ensure the Units are sold or rented to qualified individuals or households with income of 120% or below of Area Median Income, as set forth in Section 17.5, City Code ("**Qualified Sale**"). In order to ensure the Unit is sold to a qualified household, including resale, Namaste shall execute and record a restrictive covenant, as set forth in Paragraph 7, below, which shall limit sale or rental of Units to Qualified Sales for a period of fifteen (15) years. The City shall have the right, but not the requirement, to verify the income of each and every buyer or renter of the Property, and to conduct annual

inspections of any of the Units that are rented, for the period set forth in the Declaration of Restrictions. Furthermore, any property owner's fees or association fees, will be considered as part of the monthly mortgage or rent costs in determining affordability as set forth above.

6. **CITY FUNDING:** Upon completion of the Improvements and the issuance of a certificate of occupancy for a Unit, and so long as Namaste is not in default under this Agreement, the City will provide a payment to Namaste of \$26,000 per Unit (the "Unit Payment"). The City shall not be required to distribute any funding after the Expiration Date of this Agreement.

- 6.1. The Unit Payment to Namaste for a Unit will be made within thirty (30) days of issuance of the certificate of occupancy for said Unit. The total of the Unit Payments for all eleven (11) units shall not exceed \$286,000.
- 6.2. In the event Namaste sells a Unit for more than \$213,000.00 prior to receiving the Unit Payment, the amount of the Unit Payment shall be reduced dollar for dollar by the amount the sales price exceeds \$213,000. However, in no case shall the Unit Payment for a Qualified Sale be less than \$10,000.
- 6.3. In the event Namaste sells a Unit for more than \$213,000.00 after receiving the City funding, Namaste will refund to the City the amount the sales price exceeds \$213,000.00, up to a maximum of \$16,000.00 per Unit, within thirty (30) days of the closing on the sale of the Unit. In no case shall the Unit Payment from for a Qualified Sale be less than \$10,000. In the event Namaste does not refund the Unit Payment for sales in excess of \$213,000 as set forth above, the Parties agree the sale will be in default of the Restrictions and the City may pursue the remedies set forth therein.
- 6.4. Notwithstanding the above, if the aggregated total of the sales prices for the eleven (11) Units sold totals less than an average of \$213,000 per Unit, Namaste shall not be required to refund any portion of the Unit Payments received from the City and any amounts that have already been refunded to the City shall be returned to Namaste within 30 days of the sale of eleventh and final Unit. If the aggregated total of the sales prices for all of the eleven (11) Units sold totals more than an average of \$213,000 per Unit, Namaste shall refund any Unit Payments received from the City that exceed a total of 110,000.00 which is agreed upon minimum total Unit Payment for Qualified Sales of all of the Units combined.

7. **DECLARATION OF RESTRICTIONS:** The Parties acknowledge that Namaste intends to subdivide the Property for sale of individual Units. Upon the sale or occupancy of a Unit, Namaste shall record a Declaration of Restrictions, being substantially in form and substance similar to that shown in Exhibit "B" attached hereto, which is specific to the Unit being sold or leased. If the Declaration of Restrictions is not recorded within 30 days of the sale or occupancy of a Unit, Namaste shall, within 60 days of the closing or lease on the Unit, refund the Unit Payment to the City for said Unit. Upon recording of the valid and binding Declaration of Restrictions, the Unit Payment shall be repaid to Namaste.

8. **RIGHT OF ENTRY:** The City shall have the right, at all reasonable times, to enter and inspect the Premises, accompanied by Namaste's authorized representatives, as the City may reasonably desire to determine compliance with this Agreement, among other reasons. Namaste shall provide an authorized representative upon request by the City.

9. **INDEMNIFICATION:**

9.1. Namaste 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 whether or not a lawsuit is filed including, but not

limited to, costs, expenses and attorneys' and experts' fees at trial and on appeal (collectively, "Claims"), for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or persons which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

- 9.1.1. The ownership, occupancy or use of the Premises by the City or Namaste; or
- 9.1.2. The performance of this Agreement (including future changes and amendments thereto) by Namaste, its employees, agents, representatives, contractors, subcontractors or volunteers including, but not limited to, Namaste's duty to maintain and warn of dangerous conditions located on the Premises and known to Namaste;
- 9.1.3. The failure of Namaste, its employees, agents, representatives, contractors, subcontractors or volunteers to comply and conform with any applicable Laws; or
- 9.1.4. Any negligent act or omission of Namaste, its employees, agents, representatives, contractors, subcontractors or volunteers, whether or not such negligence is claimed to be either solely that of Namaste, its employees, agents, representatives, contractors, subcontractors or volunteers or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or
- 9.1.5. Any reckless or intentional wrongful act or omission of Namaste, its employees, agents, representatives, contractors, subcontractors or volunteers.

9.2. Insurance Obligations: The provisions of this paragraph are independent of, and shall not be limited by, any insurance obligations in this Agreement, 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. The purchase of insurance coverage required by this Agreement, or otherwise, shall not relieve Namaste of any duties set forth in this paragraph.

10. **DISCLAIMERS:**

10.1. City makes no representations beyond those specifically made herein, and explicitly makes no representation regarding any actions taken or not taken by the City's building, planning, and housing departments in regard to their usual roles in regards to the planned Improvements.

11. **DEFAULT:**

11.1. Default by Namaste.

11.1.1. Events of Default. Subject to Namaste's right to notice and opportunity to cure specified in this Agreement, Namaste shall be deemed to be in default of its obligations under this Agreement upon the occurrence of any of the following:

- 11.1.1.1. Namaste's failure to perform any covenant, promise or obligation contained in this Agreement;
- 11.1.1.2. The appointment of a receiver or trustee for all or substantially all of Namaste's assets;
- 11.1.1.3. Namaste's voluntary petition for relief under any bankruptcy or insolvency law;

- 11.1.1.4. The filing of an involuntary petition for relief under any bankruptcy or insolvency law that is not dismissed within sixty (60) days of filing;
- 11.1.1.5. The sale of Namaste's interest under this Agreement by execution or other legal process;
- 11.1.1.6. The seizure, sequestration or impounding by virtue or under authority of any legal proceeding of all or substantially all of the personal property or fixtures of Namaste used in or incident to the operation of the Premises;
- 11.1.1.7. Namaste making an assignment of this Agreement for the benefit of creditors;
- 11.1.1.8. Any sale, transfer, assignment, subleasing, concession, Agreement, or other disposition not explicitly authorized under this Agreement;
- 11.1.1.9. Namaste's failure to have all fully approved and issued permits necessary to complete all the Units by June 1, 2021.; or
- 11.1.1.10. Namaste's failure to begin physical construction, as defined by having concrete footers completely poured for at least 2 units, by October 1, 2021.

11.1.2. Remedies for Default, Right to Cure:

- 11.1.2.1. Non-monetary Defaults; Right to Cure. "Emergency" shall mean that threat of imminent injury or damage to persons or property or the imminent imposition of a civil or criminal fine or penalty. Provided the default does not involve an emergency that must be addressed in a shorter time frame, Namaste shall have a period of thirty (30) days after notice from the City of a non-monetary default in which to cure the default. In addition, provided that the default does not involve an emergency that must be addressed in a shorter time frame, this cure period shall be extended if the default is of a nature that it cannot be completely cured within such cure period solely as a result of nonmonetary circumstances outside of Namaste's control, provided that such cure period and those actions are thereafter diligently and continuously pursued by Namaste in good faith. In no event, however, shall the cure period exceed a total of ninety (90) days. If the non-monetary default is not cured before the expiration of the cure period, as extended, then the City may pursue any or all of its remedies.
- 11.1.2.2. City's Remedies. Upon Namaste's default hereunder City may exercise all remedies at law and in equity.

11.2. Default by City.

- 11.2.1. City shall be in default under this Agreement if the City fails to substantially perform any of its obligations or materially defaults any of its covenants contained in this Agreement and said failure or default continues for a period of thirty (30) days after written notice from Namaste to the City. This thirty (30) day period shall be extended for such reasonable period of time as is necessary to cure the default, if the alleged default is not reasonably capable of cure within the thirty (30) day period and the City commences and continues diligently to cure said

default. Nothing contained herein is intended to limit Namaste's remedies in the event of default or increase the City's liability beyond the limitations set forth by law.

12. ASSIGNMENT OR SUBAGREEMENT:

12.1. Assignment

- 12.1.1. Consent of the City. Namaste shall not delegate performance nor assign this Agreement or any of its rights under this Agreement without first receiving the authorization of the City Council, which shall be granted or withheld in the City Council's sole and absolute discretion. Any such purported delegation or assignment shall be null and void and shall constitute a material default of this Agreement. Any purported involuntary assignment of this Agreement or assignment by operation of law, whether by bankruptcy or insolvency, merger (whether as the surviving or disappearing business entity), consolidation, dissolution, reorganization, transfer of Namaste or controlling interest in Namaste, or court order effectuating such assignment or any other method, shall be null and void and shall constitute a material default of this Agreement unless such underlying transaction is approved by the City Council which approval shall be in the sole discretion of the City Council.
- 12.1.2. Notwithstanding the above, Namaste may assign its right to possession of the Property to residential buyers or renters of the completed Units, as contemplated herein.
- 12.1.3. Assumption and Release. Upon a permitted assignment under this paragraph, the assignee shall assume all rights and obligations of Namaste under this Agreement. Any assignee of Namaste, other than residential buyers or renters of the completed Units, shall deliver to the City an assumption agreement in a form reasonably satisfactory to the City within ten (10) days after approval by the City Council of such assignment. Notwithstanding anything to the contrary contained in this Agreement, upon a permitted assignment of this Agreement, in whole or in part, Namaste's liability shall be limited in regards to such assigned rights or responsibilities to any claims that accrued before such assignment of this Agreement, in whole or in part.

13. 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 and appropriate 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.

14. CORPORATE ENTITY: Namaste shall do all things necessary to comply with all the legal requirements to be a business entity authorized to operate within the State of Florida, including but not limited to active registration with the Florida Division of Corporations. If Namaste is a foreign entity, it shall also do all things necessary to comply with all the legal requirements to be a business entity authorized to operate in its state of domicile, including but not limited to required registrations and filings with that state. Should Namaste at any time fail to be in compliance with those legal requirements, said failure shall constitute a material default of this Agreement and this Agreement may be immediately terminated by the City in its sole discretion.

15. **CURRENT OFFICERS:** Namaste shall during the Term or any Renewal Term provide the City with the name, title, address and telephone number of all of the organization's officers and directors in writing, within thirty (30) calendar days of their election or appointment to office. Should any of the officers or directors reside at more than one residence, all addresses and telephone numbers shall be supplied to the City.

16. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on the Parties and their successors and assigns.

17. **NOTICES:** Any notice, demand, request, or other instrument which may be or is required to be given or delivered under this Agreement shall be in writing and shall be deemed to be delivered (i) whether or not actually received, seven (7) days after deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or (ii) when received (or when receipt is refused) if delivered personally or sent by a nationally-recognized overnight courier, all charges prepaid, at the addresses of the City and Namaste as set forth in this paragraph. Such address may be changed by written notice to the other party in accordance with this paragraph.

NAMASTE 1616, LLC
Namaste Homes
3020 49th Street North
St. Petersburg, Florida 33710

CITY
City of St. Petersburg
Economic and Workforce Development
P.O. Box 2842
St. Petersburg, Florida 33731-2842

18. **RELATIONSHIP BETWEEN PARTIES:** The relationship between the Parties is that of mutually contracting parties.

19. **PERMITS AND AGREEMENTS:** Namaste 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 Namaste's performance of this Agreement. Upon request of the City, Namaste shall provide the City with written evidence of such permits, agreements, certifications, and approvals.

20. **COMPLIANCE WITH LAWS:** For the purposes of this Agreement, "Laws" shall mean all present and future (i) federal, state, and local constitutions, laws, statutes, ordinances, rules, regulations, and codes; (ii) decrees, orders, applicable equitable remedies and decisions by courts in cases where such decisions are binding precedent in the State of Florida; (iii) decisions of federal courts applying the Laws of the State of Florida; and (iv) regulations and orders of quasi-official entities or bodies (e.g., boards, bureaus and public utilities), as the same may be amended or supplemented from time to time. Laws shall include, without limitation, the bonding requirements of Florida Statute 255.05, Florida Public Records Laws, and the Americans with Disabilities Act of 1990 ("ADA"). Namaste shall use the Premises for the Permitted Use and for no other purpose whatsoever, subject to and in compliance with all other provisions of this Agreement. Commencing on the Effective Date and continuing until the end of the Term or Renewal Term then in effect, Namaste shall comply with applicable Laws, including but not limited to Laws requiring the Premises to be closed on or during any days or hours, health, safety and building codes, and any permit or Agreement requirements. City makes no representation that the Premises are suitable for Namastes purposes. Namaste acknowledges that City and its authorized representatives have not made any warranties or representations as to the Permitted Use that can be made of the Premises under existing Laws.

21. **APPLICABLE LAW, VENUE AND JURISDICTION:** This Agreement shall be governed by and be interpreted in accordance with the laws of the State of Florida. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St.

Petersburg or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense of improper or inconvenient venue as to either court and consents to personal jurisdiction in either court.

22. **SEVERABILITY:** Should any section or any part of any section 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 section or any part of any section in this Agreement.

23. **NON-DISCRIMINATION:** Namaste shall not discriminate against anyone in the use of the Premises on the basis of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category.

24. **HEADINGS:** The section headings of the paragraphs of this Agreement are inserted herein for convenience and reference only and shall not be considered or referred to in resolving questions of interpretation.

25. **ENTIRE AGREEMENT:** This Agreement, including attachments hereto, if any, constitutes the entire agreement between the City and Namaste. No change will be valid, unless made by supplemental written agreement, executed and approved by the Parties.

26. **RECORDATION:** This Agreement may be recorded in the public records by the City. The Declaration Restrictions shall be recorded by Owner.

27. **APPROVAL:** This Agreement is subject to approval by the Mayor or his Designee, (or Mayor and City Council), as the City policies and procedures require.

28. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which is enforceable against the Parties actually executing such parts, and all of which together constitute one instrument.

29. **NO CONSTRUCTION AGAINST PREPARER OF AGREEMENT:** This Agreement has been prepared by the City and reviewed by Namaste and its professional advisors. The City, Namaste and Namaste's professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or Namaste or against the City or Namaste merely because of their efforts in preparing it.

30. **DUE AUTHORITY:** Each party to this Agreement that is not a natural person represents and warrants to the other party(ies) that i) it is a duly organized, qualified and existing entity under the laws of the State of Florida, and ii) all appropriate authority exists so as to duly authorize the persons executing this Agreement to so execute the same and fully bind the party(ies) on whose behalf they are executing.

31. **CITY CONSENT AND ACTION:**

31.1. City Approval. For the purposes of this Agreement, any required written permission, consent, approval or agreement by the City means the approval of the Mayor or his Designee unless otherwise set forth herein and such approval shall be in addition to any and all permits and other Agreements required by law or this Agreement.

31.2. City Action. For the 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 Designee, unless otherwise set forth herein.

32. **CITY AS A MUNICIPAL CORPORATION:** Nothing contained herein shall be interpreted to require the City to take any action or refrain from taking any action that would be adverse to its status as a municipal corporation; or to take or refrain from taking any action in its capacity as a municipal corporation not specifically required by this Agreement.

33. **NO WAIVER:** The exercise by the City of any right or remedy under this Agreement shall not constitute a waiver of, or preclude the exercise of, any other right or remedy afforded the City by this Agreement or by statute or law. The failure of the City in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Agreement, or to exercise any remedy, privilege or option conferred by this Agreement on or reserved to the City, shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that privilege, option or remedy, but that right shall continue in full force and effect. Nor shall receipt, though with the knowledge of the default of any covenant or condition of this Agreement, operate as or be deemed to be a waiver of this default, and no waiver by the City of any of the provisions of this Agreement or any of the City's rights, remedies, privileges, or options under this Agreement shall be deemed to have been made, unless made by the City in writing.

*[The Remainder of This Page is Intentionally Left Blank]
[Signature Pages & Exhibit Follow]*


IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates written below.

THIS DOCUMENT, WHEN SIGNED BY ALL THE PARTIES, IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND THE TERMS OF THIS DOCUMENT, YOU SHOULD SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

WITNESSES TO NAMASTE


Sign: 

Print: Annisir Wunsler

Sign: 

Print: Cathy DeMartino

NAMASTE: Namaste 1616, LLC, a Florida limited liability company


Frederic Samson, Manager

12/02/2020
Date

FOR THE CITY OF ST. PETERSBURG

WITNESSES

Sign: [Signature]
Print: Veronica Step

Sign: [Signature]
Print: Acquasina Hamilton

ACCEPTED FOR THE CITY OF ST. PETERSBURG

[Signature]
Mayor (Designee)

By:
12/9/2020
Date

REVIEWED BY:

[Signature] for
Alan DeLisle, Administrator
City Development Administration

RECEIVED BY:

[Signature]
George B. Smith, Coordinator
Economic and Workforce Development

DECEMBER 8, 2020
Date

APPROVED AS TO CONTENT AND FORM:

[Signature]
City Attorney (Designee)

By: Bradley S. Tennant
Assistant City Attorney

00533371.doc v7

ATTEST:

[Signature]

Chandrahasa Srinivasa
City Clerk



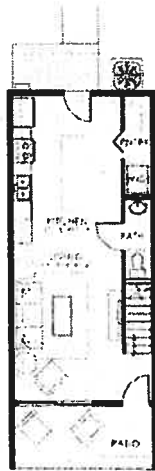
EXHIBIT "A"
Improvements

Development Description:

The Development shall consist of 11 townhome style units and related amenities. The current design calls for all the units to contain three bedrooms two and a half bathrooms, with the living area consisting of approximately 1,200 sf per unit. The final unit mix will be determined in response to market demand and may be adjusted in accordance with this Agreement to include some two-bedroom units. A total of 14 parking bays will be provided.



SCHEMATIC FLOOR PLAN
LEVEL 2



SCHEMATIC FLOOR PLAN
LEVEL 1

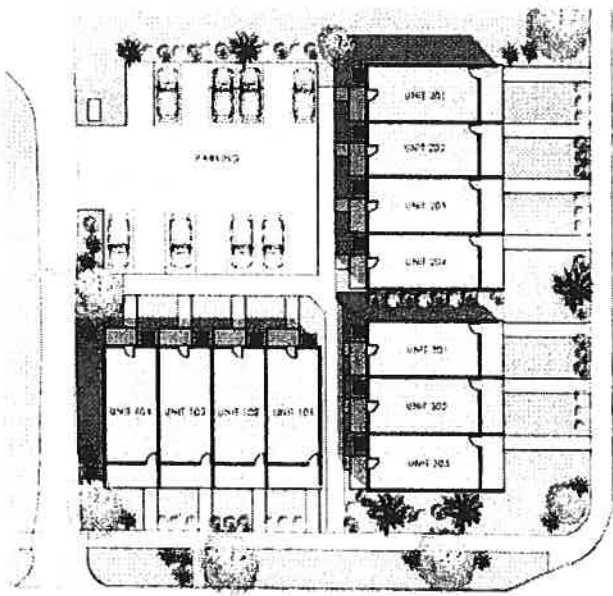


EXHIBIT "B"
Declaration of Restrictions
(Beginning on the following page)

Prepared by and Return to:
Aaron Fisch
City of St. Petersburg
Real Estate & Property Management
P.O. Box 2842
St. Petersburg, Florida 33731

Property Appraiser's Parcel Identification No.
25-31-16-64854-000-0020
25-31-16-64854-000-0010

DECLARATION OF RESTRICTIONS

This Declaration of Restrictions made this ____ day of _____, 2020, by Namasté 1616 LLC ("Grantor").

WHEREAS, Grantor is the owner of that certain property located in Pinellas County, Florida and described in Exhibit "A", attached hereto and incorporated herein ("Property")

WHEREAS, the City of St. Petersburg, Florida, a municipal corporation, ("City") is funding certain construction on the Property by Grantor in exchange for the Property remaining affordable; and

WHEREAS, the Grantor accordingly desires to restrict the usage of the Property to ensure continued affordability as a workforce housing site; and

WHEREAS, the City is accordingly the beneficiary of this restrictive covenant.

NOW, THEREFORE, to induce the City to provide funding to Grantor and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. The Property shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied, subject to the covenants and restrictions hereinafter set forth expressly and exclusively for the use and benefit of said Property and of each and every personal entity who now or in the future owns any portion or portions of the Property.

2. The Property shall be used as a site for workforce housing.

3. The housing unit constructed on the Property shall be occupied by an individual or household with an income at or below 120% of the Area Median Income as set forth in Chapter 17.5 of City of St. Petersburg Code, which income amount is calculated annually by the United States Department of Housing and Urban Development.

4. The Grantor or Grantor's successors in interest shall provide documentation regarding the income eligibility of the individual or household which is renting or purchasing the unit on the Property to the City of St. Petersburg Housing and Community Development Department prior to selling or leasing the

unit. The City shall provide Grantor with written confirmation of receipt of such documentation. The Grantor or Grantor's successors in interest shall allow annual access to any rental units by the City, upon reasonable notice and terms, and shall allow for same in any rental agreements.

5. The restrictions herein shall remain in effect for a period of fifteen (15) years beginning on _____ (date of the certificate of occupancy) and shall run with the land.

6. Grantor's obligations under this Declaration of Restrictions go to the essence of the Grantor's agreement with the City, and any failure to abide by these restrictions will result in damages to the City that are extremely difficult and impractical to ascertain and fix as actual damages under known and anticipated facts and circumstances, for which the City's remedies at law will not be adequate in the event of breach. Therefore, if the restrictions set forth herein are violated, Grantor, or Grantor's successors in interest to the Property, shall be liable for and shall pay to the City, as the City's sole and exclusive remedy, the amount paid by the City to Grantor for the unit, which is \$26,000.00, plus 8% interest per annum, calculated from the date of issuance of the original Certificate of Occupancy as identified in Section 4, above, ("Contributed Value"). The Contributed Value is hereby agreed and acknowledged to be reasonable liquidated damages, not a penalty, for the violation of this Declaration of Restrictions. The Contributed Value shall be immediately due and payable to the City and shall be a lien on the Property effective as of the day this Declaration of Restriction is executed.

7. It is expressly agreed that this Declaration of Restrictions shall be binding upon and shall be deemed to run with the land and shall bind and inure to the benefit of the successors and assigns of both parties.

8. Grantor covenants and represents that on the date of execution of this Declaration of Restrictions that Grantor is seized of the Property in fee simple and has good right to create, establish, and impose these restrictive covenants on the use of the Property.

9. The City shall have the unilateral right to modify this Declaration of Restrictions at any time after it is recorded to reduce the amount the amount of the Contributed Value, and to record such document(s) as necessary to effectuate notice of such change. This is an acknowledgement by the Parties that under the related funding agreement, the City may reduce the amount paid to Grantor after the sale of the Property if certain conditions are not met. Furthermore, the City retains the unilateral right, but no responsibility whatsoever, to reduce the Contributed Value based on the passage of time after this Declaration of Restriction is recorded.

10. Governing Law and Construction. This Restrictive Covenant shall be governed by and construed in accordance with the law of the State of Florida.

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[Signature Pages and Exhibits to Follow]

IN WITNESS WHEREOF, Declarant has executed this Declaration of Restrictions the day and year first above written.

WITNESS TO GRANTOR:

GRANTOR: (NAMASTE 1616, LLC)

Witness Signature

By: _____
Frederic Samson
As Its: Manager

Print

ATTEST:

Witness Signature

By: _____

Print

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, A.D. 2020, by _____, on behalf of the corporation.

Personally Known OR Produced Identification

Signature of Notary Public - State of Florida

Type of Identification Produced

Print, Type or Stamp Name

A RESOLUTION BY THE ST. PETERSBURG CITY COUNCIL APPROVING USE OF \$286,000 IN TAX INCREMENT FINANCING (TIF) FROM THE SOUTH ST. PETERSBURG REDEVELOPMENT TRUST FUND TO PROVIDE FUNDING TO THE NAMASTE' HOMES DEVELOPMENT TO FUND AN AFFORDABLE HOUSING DEVELOPMENT WITHIN THE SOUTH ST. PETERSBURG COMMUNITY REDEVELOPMENT AREA (CRA); FINDING THE EXPENDITURE OF TIF FUNDS FOR THE PROPOSED DEVELOPMENT CONSISTENT WITH THE INTENT OF THE SOUTH ST. PETERSBURG COMMUNITY REDEVELOPMENT PLAN AND WITH THE CRA'S "AFFORDABLE HOUSING REDEVELOPMENT LOAN PROGRAM"; 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 a Community Redevelopment Plan (Plan) for the South St. Petersburg Community Redevelopment Area (CRA) on May 21, 2015 (Ord. #169-H), which included establishment of a tax increment financing (TIF) district and redevelopment trust fund for the entire 7.4-sq.mi. South St. Petersburg CRA; and

WHEREAS, the South St. Petersburg Community Redevelopment Plan (Plan) identified building and maintaining affordable housing as one of the key strategies to revitalize the South St. Petersburg CRA where 55 percent of its residents expend more than 30 percent of their income on housing, which is threshold percentage for defining unaffordable housing; and

WHEREAS, the Redevelopment Program and Funding Strategy for the Plan call for the encouragement of private enterprise and innovative partnerships to implement the Plan, and the City of St. Petersburg has created affordable housing programs that utilize TIF to incentivize the production of affordable housing; and

WHEREAS, on December 6, 2018, City Council approved Resolution 2018-613 adopting *inter alia* an "Affordable Housing Redevelopment Loan Program" that provides funding through a variety of loan products such as bridge loans, loan guarantees, and low-interest or forgivable loans to support affordable housing developments in the CRA; and

WHEREAS, Namaste' Homes Development, has requested that the City utilize \$286,000 in tax increment financing from the South St. Petersburg Redevelopment Trust Fund to provide funding from the Affordable Housing Redevelopment Loan Program to develop eleven affordable housing units within the South St. Petersburg Community Redevelopment Area; and \$110,000 from the Affordable Single Family Homeownership Program for Down Payment Assistance to the homebuyers; and

WHEREAS, the homes will be sold to homeowners who earn under 120% of the Area Median Income (AMI). The properties will be deed restricted to ensure that resales are restricted to buyers who have income under 120% AMI. The affordability restrictions will be maintained for a period of 15 years. Any homes that cannot be sold to a qualified household may be rented to a qualified household with income of 120% of AMI or below; and

WHEREAS, on October 1, 2020, City Council approved Resolution 2020-402 adopting the FY 2021 budget for the South St. Petersburg CRA Redevelopment Trust Fund, which included *inter alia* an appropriation of \$1,286,606 for the "Affordable Housing Redevelopment Loan" and \$703,148 for the "Affordable Single Family Homeownership" programs; and

WHEREAS, \$1,186,606 is available in the "Affordable Housing Redevelopment Loan" to fund the \$286,000 development request and \$583,148 is available in the "Affordable Single-Family Homeownership" programs to fund the \$110,000 down payment assistance request to homebuyers; and

WHEREAS, at its October 27, 2020, meeting, the Citizen Advisory Committee for the South St. Petersburg CRA made a recommendation to the St. Petersburg Community Redevelopment Agency (Agency) on the funding request for \$286,000 for The Namaste' Homes Development as well as a finding that expenditure of TIF funds for Namaste' Homes Development is consistent with the intent of both the CRA's "Affordable Housing Redevelopment Loan Program" and the South St. Petersburg Community Redevelopment Plan; and

WHEREAS, at its November 19, 2020, meeting, the St. Petersburg Community Redevelopment Agency made a recommendation to fund the request of \$286,000 for The Namaste' Homes Development as well as finding that expenditure of TIF funds for Namaste' Homes Development is consistent with the intent of both the CRA's "Affordable Housing Redevelopment Loan Program" and the South St. Petersburg Community Redevelopment Plan.

NOW, THEREFORE, BE IT RESOLVED that the St. Petersburg City Council approves utilizing \$286,000 in Tax Increment Financing (TIF) funding from the South St. Petersburg CRA Redevelopment Trust Fund to provide funding to the Namaste' Homes Development to fund an affordable housing development within the South St. Petersburg Community Redevelopment Area (CRA).

NOW, THEREFORE, BE IT FURTHER RESOLVED that the St. Petersburg City Council finds that the expenditure of TIF funds for The Namaste' Homes Development is

consistent with the intent of both the CRA's "Affordable Housing Redevelopment Loan Program" and the South St. Petersburg Community Redevelopment Plan.

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.

Adopted at a regular session of the City Council held on the 19th day of November 2020.



Ed Montanari, Chair-Councilmember
Presiding Officer of the City Council

ATTEST:



Chan Srinivasa, City Clerk



A RESOLUTION BY THE ST. PETERSBURG CITY COUNCIL CONSENTING TO THE PARTIAL ASSIGNMENT OF THE AGREEMENT WITH NAMASTE' HOMES LLC TO ARDENT OZF, LLC ; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 19, 2020, City Council approved Resolution 20-479, which approved (i) \$286,000 in tax increment financing from the South St. Petersburg Redevelopment Trust Fund, and (ii) \$110,000 from the Affordable Single Family Homeownership Program for Down Payment Assistance to the homebuyers to facilitate Namaste' Homes Development's ("Namaste") construction of eleven affordable housing units within the South St. Petersburg Community Redevelopment Area; and

WHEREAS, Namaste plans to construct and sell the eleven units to homeowners who earn under 120% of the Area Median Income with deed restrictions to ensure that resales are restricted to buyers who have income under 120% AMI for a period of 15 years; and

WHEREAS, the agreement between the City and Namaste is structured so that City funds will only be expended upon completion of construction of the project: and

WHEREAS, City Administration received a request from Namaste to change the ownership of the entity developing the Namaste project to allow Ardent OZF, LLC, an , Opportunity Zone investor, to finance the project through its Qualified Opportunity Zone Fund, and take a 80% stake in same; and

WHEREAS, the subject property, located in the 1600 block of Dr. Martin Luther King, Jr. Street South (PIN 253116648540000010), is located within the "Thirteenth Street Heights Opportunity Zone" (Census Tract 212) and is an eligible project for investment by the Ardent OZF, LLC Qualified Opportunity Zone Fund; and

WHEREAS, nothing in the agreement with the City will change and Namaste will remain as the developer and builder of the project, while sharing decision-making authority with Ardent OZF, LLC; and

WHEREAS, City administration seeks to facilitate opportunity fund investment in the City when able and recommends approval.

NOW, THEREFORE, BE IT RESOLVED that the St. Petersburg City Council consents to the partial assignment of the agreement with Namaste' Homes Development to Ardent OZF, LLC; and authorizes the Mayor, or his designee, to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 8th day of July 2021.



Ed Montanari, Chair-Councilmember
Presiding Officer of the City Council

ATTEST:



Chan Srinivasa, City Clerk



**FIRST AMENDMENT TO AGREEMENT BETWEEN
NAMASTE 1616, LLC
AND
THE CITY OF ST. PETERSBURG, FLORIDA**

THIS SECOND AMENDMENT ("Amendment"), is made this 6th day of July, 2023, between Namaste 1616, LLC, a Florida limited liability company, ("Namaste"), and the City of St. Petersburg, Florida, a municipal corporation existing by and under the laws of the State of Florida ("City"), (collectively, "Parties").

WHEREAS, on November 19, 2020, City Council approved Resolution 2020-479, which approved (i) \$286,000 in tax increment financing from the South St. Petersburg Redevelopment Trust Fund, and (ii) \$110,000 from the Affordable Single Family Homeownership Program for Down Payment Assistance to the homebuyers to facilitate Namaste construction of eleven affordable housing units within the South St. Petersburg Community Redevelopment Area, located in the 1600 block of Dr. Martin Luther King, Jr. Street South ("Agreement"); and

WHEREAS, City Administration received a request from Namaste to increase the funding by \$770,000 for a total of \$1,056,000 in tax increment financing from the South St. Petersburg Redevelopment Trust Fund; and

WHEREAS, Namaste now plans to sell all of the eleven units to homeowners who earn under 100% of the Area Median Income with deed restrictions to ensure that resales are restricted to buyers who have income under 100% AMI for a period of 15 years; and

WHEREAS, the Parties desire to amend the Agreement and facilitate these changes.

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and the promises and covenants contained herein, the Parties agree as follows:

1. **RECITALS.** The above Recitals are true and correct and are incorporated herein by reference.

2. **AMENDMENT OF AGREEMENT.** The Agreement is amended as follows, and unless otherwise indicated, additions to the Purchase Agreement are indicated by underlining and deletions from the Purchase Agreement are indicated by ~~strikethrough~~:

(a) Paragraph 3 of the Agreement is hereby amended as follows:

3. **TERM; COMMENCEMENT; EXPIRATION:** The term of this Agreement ("Term") shall be for thirty-six (36) months, commencing on the 1st day of December, 2020

("Commencement Date"), and ending on the ~~30th day of October, 2023~~ 31st day of January, 2024 ("Expiration Date").

(b) Paragraph 5 of the Agreement is hereby amended as follows:

5. SALE OF UNITS: Namaste shall ensure the Units are sold ~~or rented~~ to qualified individuals or households with income of ~~120~~100% or below of Area Median Income, as set forth in Section 17.5, City Code ("Qualified Sale"). In order to ensure the Unit is sold to a qualified household, including resale, Namaste shall execute and record a restrictive covenant, as set forth in Paragraph 7, below, which shall limit sale ~~or rental~~ of Units to Qualified Sales for a period of fifteen (15) years. The City shall have the right, but not the requirement, to verify the income of each and every buyer ~~or renter~~ of the Property, ~~and to conduct annual inspections of any of the Units that are rented,~~ for the period set forth in the Declaration of Restrictions. Furthermore, any property owner's fees or association fees, will be considered as part of the monthly mortgage ~~or rent~~ costs in determining affordability as set forth above. In the event Namaste disposes of any Unit and such disposal is not a Qualified Sale, the City shall be relieved of all obligations to provide funding for any such Unit, as set forth in Paragraph 6 of this Agreement, and Namaste shall be relieved of its obligations to record a restrictive covenant concerning any such Unit, as set forth in Paragraph 7 of this Agreement. In such event, the Parties shall only be relieved of such obligations related to the individual Unit for which a Qualifying Sale did not occur, and not for obligations related to any other Units.

(b) Paragraph 6 of the Agreement is hereby amended as follows:

6. CITY FUNDING: Upon completion of the Improvements and a Qualified Sale of ~~the issuance of a certificate of occupancy for~~ a Unit, and so long as Namaste is not in default under this Agreement, the City will provide a payment to Namaste of ~~\$296,000~~ per Unit sold (the "Unit Payment"). The City shall not be required to distribute any funding after the Expiration Date of this Agreement or make a Unit Payment for any Unit for which a Qualified Sale does not occur.

6.1. The Unit Payment to Namaste for a Unit will be made within thirty (30) days of issuance of the certificate of occupancy for said Unit. The total of the Unit Payments for all eleven (11) units shall not exceed ~~\$2861,056,000.~~

6.2. In the event Namaste sells a Unit for more than ~~\$21375,000.00~~ prior to receiving the Unit Payment, the amount of the Unit Payment shall be reduced dollar for dollar by the amount the sales price exceeds ~~\$21375,000.00~~. However, in no case shall the Unit Payment for a Qualified Sale be less than \$10,000.

6.3. In the event Namaste sells a Unit for more than ~~\$21375,000.00~~ after receiving the City funding, Namaste will refund to the City the amount the sales price exceeds ~~\$21375,000.00~~, up to a maximum of ~~\$186,000.00~~ per Unit, within thirty (30) days of the closing on the sale of the Unit. In no case shall the Unit Payment from for a Qualified Sale be less than \$10,000. In the event Namaste does not refund the Unit Payment for sales in excess of ~~\$21375,000.00~~ as set forth above, the Parties

agree the sale will be in default of the Restrictions and the City may pursue the remedies set forth therein.

6.4. Notwithstanding the above, if the aggregated total of the sales prices for the eleven (11) Units sold totals less than an average of \$21375,000.00 per Unit, Namaste shall not be required to refund any portion of the Unit Payments received from the City and any amounts that have already been refunded to the City shall be returned to Namaste within 30 days of the sale of eleventh and final Unit. If the aggregated total of the sales prices for all of the eleven (11) Units sold totals more than an average of \$21375,000.00 per Unit, Namaste shall refund any Unit Payments received from the City that exceed a total of 110,000.00 which is agreed upon minimum total Unit Payment for Qualified Sales of all of the Units combined.

3. **EXHIBITS.** All Exhibits included in the Agreement and impacted by this Amendment shall be revised or replaced accordingly to be consistent with the amendments included herein.
4. **ENTIRE AGREEMENT.** All provisions of the Purchase Agreement not specifically amended in this Amendment shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGES FOLLOW THIS PAGE

IN WITNESS WHEREOF the Parties have caused this Amendment to be executed by their duly authorized representatives on the date written below.

WITNESSES

NAMASTE: Namaste 1616, LLC

Sign: Glenn Lokai

By: [Signature]
President

Print: Glenn Lokai

Date: 07/06/2023

Address: 3020 49th St North
St. Petersburg FL 33710.

Sign: Cathy DeMartino

Print: Cathy DeMartino

Address: 3020 49th St. N.
St. Pete. FL 33710

FOR THE CITY OF ST. PETERSBURG

WITNESSES

Sign: _____

Print:

Sign: _____

Print: _____

ACCEPTED FOR THE CITY OF ST. PETERSBURG

Mayor (Designee)

By:

Date

REVIEWED BY:

A Foster _____

Amy Foster, Administrator
City Housing and Neighborhood Affairs
Administration

RECEIVED BY:

Brian Caper _____

Brian Caper, Director
Economic and Workforce Development

12/04/2023

Date

APPROVED AS TO CONTENT AND FORM:

City Attorney (Designee)

By: _____

Assistant City Attorney

00687918

A RESOLUTION BY THE ST. PETERSBURG CITY COUNCIL APPROVING USE OF AN ADDITIONAL \$770,000 FOR A TOTAL OF \$1,056,000 IN TAX INCREMENT FINANCING (TIF) FROM THE SOUTH ST. PETERSBURG REDEVELOPMENT TRUST FUND TO PROVIDE FUNDING TO THE NAMASTE' HOMES DEVELOPMNET TO FUND AN AFFORDABLE HOUSING DEVELOPMENT WITHIN THE SOUTH ST. PETERSBURG COMMUNITY REDEVELOPMENT ACT (CRA); FINDING THE EXPENTITURE OF TIF FUNDS FOR THE PROPOSED DEVELOPMENT CONSISTENT WITH THE INTENT OF THE SOUTH ST. PETERSBURG COMMUIY REDEVELOPMENT PLAN AND WITH THE CRA'S "AFFORDABLE HOUSING REDEVELOPMENT LOAN PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the South St. Petersburg Community Redevelopment Plan (Plan) identified building and maintaining affordable housing as one of the key strategies to revitalize the South St. Petersburg CRA where 55 percent of its residents expend more than 30 percent of their income on housing, which is threshold percentage for defining unaffordable housing;

WHEREAS, the Redevelopment Program and Funding Strategy for the Plan call for the encouragement of private enterprise and innovative partnerships to implement the Plan, and the City of St. Petersburg has created affordable housing programs that utilize TIF to incentivize the production of affordable housing;

WHEREAS, on December 6, 2018, City Council approved Resolution 2018-613 adopting *inter alia* an "Affordable Housing Redevelopment Loan Program" that provides funding through a variety of loan products such as bridge loans, loan guarantees, and low-interest or forgivable loans to support affordable housing developments in the CRA; and

WHEREAS, on November 19, 2020, City Council approved Resolution 2020-479, which approved (i) \$286,000 in tax increment financing from the South St. Petersburg Redevelopment Trust Fund, and (ii) \$110,000 from the Affordable Single Family Homeownership Program for Down Payment Assistance to the homebuyers to facilitate Namaste' Homes Development's

(“Namaste”) construction of eleven affordable housing units within the South St. Petersburg Community Redevelopment Area; and

WHEREAS, on July 8th, 2021, City Council approved Resolution 2021-280 , which approved a change in the ownership of the entity developing the Namaste project to allow Ardent OZF, LLC, an , Opportunity Zone investor, to finance the project through its Qualified Opportunity Zone Fund, and take a 80% stake in same; and

WHEREAS, nothing in the agreement with the City changed and Namaste remained as the developer and builder of the project, while sharing decision-making authority with Ardent OZF, LLC; and

WHEREAS, the subject property, located in the 1600 block of Dr. Martin Luther King, Jr. Street South (PIN 25311664854000010), is located within the “Thirteenth Street Heights Opportunity Zone” (Census Tract 212) and is an eligible project for investment by the Ardent OZF, LLC Qualified Opportunity Zone Fund; and

WHEREAS, City Administration received a request from Namaste to increase by \$770,000 for a total of \$1,056,000 in tax increment financing from the South St. Petersburg Redevelopment Trust Fund, and

WHEREAS, Namaste plans to construct and sell the eleven units to homeowners who earn under 100% of the Area Median Income with deed restrictions to ensure that resales are restricted to buyers who have income under 100% AMI for a period of 15 years; and

WHEREAS, the agreement between the City and Namaste is structured so that City funds will only be expended upon completion of construction of the project and units are sold to qualifying homebuyers; and

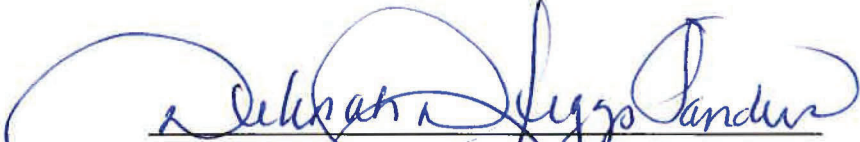
WHEREAS, City administration seeks to facilitate affordable housing development in the City when able and recommends approval.

NOW, THEREFORE, BE IT RESOLVED that the St. Petersburg City Council approves utilizing of an additional \$770,000 for a total of \$1,056,000 in TIF funding from the South St. Petersburg CRA Redevelopment Trust Fund to fund the Namaste’ Homes Development.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the St. Petersburg City Council finds that the expenditure of TIF funds for The Namaste’ Homes Development is consistent with the intent of both the CRA’s “Affordable Housing Redevelopment Loan Program” and the South St. Petersburg Community Redevelopment Plan.

This resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 13th day of July 2023.


Deborah Figgs-Sanders, Vice-Chair-Councilmember
Presiding Officer of the City Council

ATTEST: 
Chan Srinivasa, City Clerk



Resolution No. 2024 - _____

A RESOLUTION BY THE ST. PETERSBURG CITY COUNCIL APPROVING AN EXTENSION OF THE TERM FOR THE FUNDING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG AND NAMASTE 1616, LLC. FOR THE 16TH SQUARE AFFORDABLE HOUSING PROJECT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 19, 2020, City Council approved Resolution 2020-479, which approved an agreement (“Funding Agreement”) with the following expenditures: (i) \$286,000 in tax increment financing (“TIF”) from the South St. Petersburg Redevelopment Trust Fund, and (ii) \$110,000 from the Affordable Single Family Homeownership Program for Down Payment Assistance to the homebuyers to facilitate Namaste 1616, LLC (“Namaste”) construction of eleven affordable housing units within the South St. Petersburg Community Redevelopment Area, located in the 1600 block of Dr. Martin Luther King, Jr. Street South; and

WHEREAS, City Administration subsequently received a request from Namaste to increase the funding by \$770,000 for a total of \$1,056,000 in TIF from the South St. Petersburg Redevelopment Trust Fund; and

WHEREAS, Namaste updated its plans to sell all of the eleven units to homeowners who earn under 100% of the Area Median Income with deed restrictions to ensure that resales are restricted to buyers who have income under 100% AMI for a period of 15 years; and

WHEREAS, at its July 6th, 2023 meeting, the City Council approved these changes in the First Amendment to the Funding Agreement; and

WHEREAS, now, in an effort to continue to aid the marketing and sale of the units, the City of St. Petersburg and Namaste now desire to execute the attached Second Amendment to the Funding Agreement to extend the term till March 7, 2025.

NOW THEREFORE, BE IT RESOLVED BY the St. Petersburg City Council that a Second Amendment to the Funding Agreement to extend the term to March 7, 2025 is 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:

DEPARTMENT:

/s/ Michael J. Dema
Assistant City Attorney
00733093.docx


James A. Lopez
City Development Administration

Proposed Amendment to
Namaste Homes 16th Square
City Contract





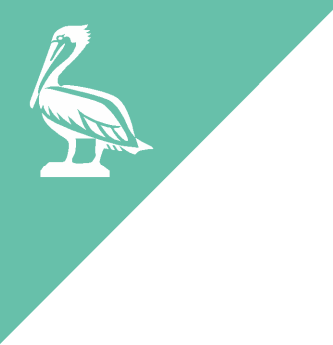
Background

- Original agreement and Resolution 2020-479 adopted November 19, 2020
- Authorized partial assignment via Resolution 2021-280 on July 8, 2021
- Original contract first amended on July 13, 2023, Resolution 2023-333
 - extended timeline to January 31, 2024
 - Increased city funding commitment to \$1,056,000
 - Reduced maximum buyer AMI from 120% AMI to 100% AMI
 - Delayed payment of city funds from CO to qualified sale
- Construction completed on 11 units in December 2023
- Unit sales are underway
- One unit is rented for one year to support a replat of additional lot just north of the site to build an additional 2 townhome units



Proposed Second Amendment

- Extend the timeline of the agreement through March 7, 2025
 - Allows for completion of sales of 10 of the original units
 - Allows for time to complete replat of north parcel
 - Allows time for sale of the 11th unit currently rented



Questions?

The following page(s) contain the backup material for Agenda Item: March 21, 2024 Public Services & Infrastructure Committee Action Item
Please scroll down to view the backup material.



COUNCIL COMMITTEE REPORT ACTION ITEM

TO: Members of City Council

DATE: March 21, 2024

COUNCIL DATE: April 4, 2024

RE: March 21, 2024 Public Services & Infrastructure Committee Action Item
– Motion to Refer the Business Item Regarding the City Council Vacancy
Filling Process to the Committee of a Whole.

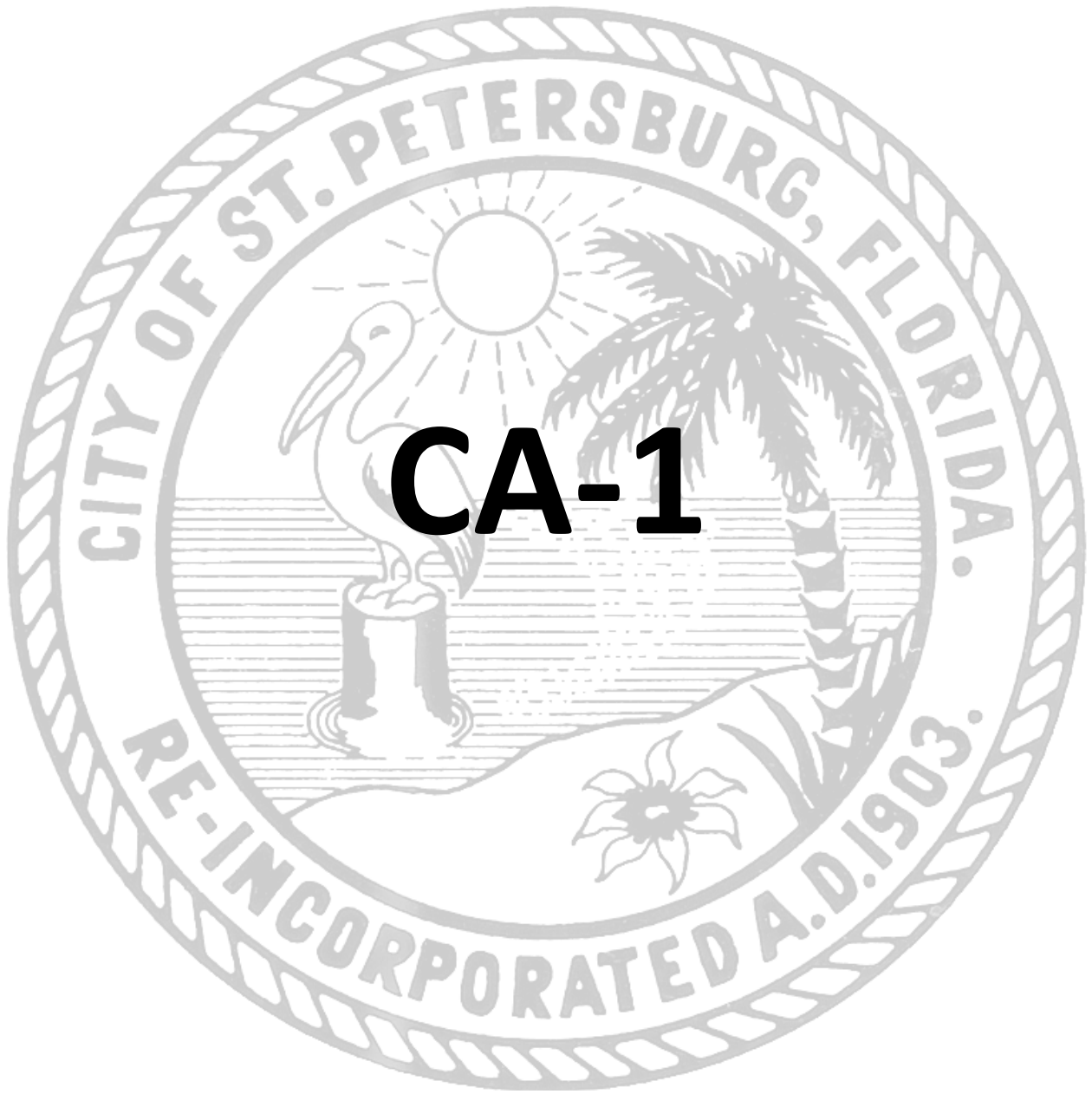
ACTION DESIRED:

Respectfully requesting City Council approval of a motion to refer the business item regarding the City Council vacancy filling process to a Committee of the Whole to address the following proposed amendments to the current process:

1. Increase the voting threshold to require a super-majority; and
2. Leave the vacancy unfilled if it occurs close to or during the regular election for the vacant position.

Council Member Lisset Hanewicz
Chair, Public Services & Infrastructure Committee

The following page(s) contain the backup material for Agenda Item: Approving the renewal of a blanket purchase agreement with Xerox Corporation for the lease and maintenance of copiers at an estimated annual amount of \$550,000 for a total contract amount of \$2,850,000. Please scroll down to view the backup material.



CA-1

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of April 4, 2024

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

Subject: Approving the renewal of a blanket purchase agreement with Xerox Corporation for the lease and maintenance of copiers at an estimated annual amount of \$550,000 for a total contract amount of \$2,850,000.

Explanation:

The vendor provides leased copiers with pricing based on a fixed monthly rate plus cost per impression for a specified period. Vendor also provides maintenance based on copy volume and supplies such as toner and developer. The Xerox copiers are also Energy Star compliant, they utilize environmentally friendly toner, and cover a broad range of volume and functionality requirements. In addition, the cost-per-impression structure of this contract is more economical for the city than a monthly copier allowance structure due to the city's increased use of document scanning.

The Procurement and Supply Management Department, recommends for renewal:

Xerox Corporation (Norwalk, CT)..... \$550,000

The original five-year agreement was executed on February 1, 2019, and expires May 3, 2024, \$1,878,172.40 has been spent to date. The vendor has agreed to renew under the same terms and conditions. Administration recommends renewal of the agreement based on the vendor's past satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreement. The renewal will be effective from May 4, 2024, through May 3, 2025 with no renewal options remaining and will be binding only for actual services provided.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the FY24 Budget in various Funds, Departments, and Divisions.

Attachments: Resolution

RESOLUTION NO. 2024-_____

A RESOLUTION APPROVING THE ONE-YEAR RENEWAL OPTION TO THE FIVE-YEAR BLANKET PURCHASE AGREEMENT WITH XEROX CORPORATION FOR THE LEASE AND MAINTENANCE OF COPIERS AT AN ESTIMATED ANNUAL AMOUNT OF \$550,000; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED \$2,850,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 1, 2019, the City and Xerox Corporation entered into a five-year blanket purchase agreement for the lease and maintenance of copiers; and

WHEREAS, the total amount that has been spent to date is \$1,878,172.40; and

WHEREAS, Administration wishes to exercise the first and only renewal option to the aforementioned agreement at an estimated annual amount of \$550,000; and

WHEREAS, Xerox Corporation has agreed to renew under the same terms and conditions of the aforementioned agreement; and

WHEREAS, the Procurement & Supply Management Department, recommends approval of this Resolution.

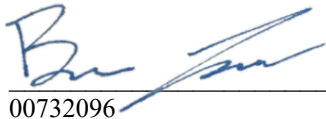
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the one-year renewal option to the five-year blanket purchase agreement with Xerox Corporation for the lease and maintenance of copiers at an estimated annual amount of \$550,000 is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed \$2,850,000.

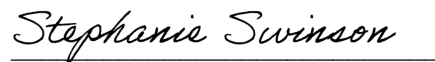
BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

LEGAL:


00732096

DEPARTMENT:


Stephanie Swinson



Approvals - gcc

Report • Printed on March 4, 2024

Approved

Xerox; Copiers Lease and Maintenance

Resubmitting for approvals due to disconnected link.

▼ Attachments



Xerox

[https://stpete1.sharepoint.com/:w/s,](https://stpete1.sharepoint.com/:w/s)

▼ Final status: Approved

TG

Step 3: Approved by

Tom Greene

3/1/2024 8:47:27 AM

SS

Step 2: Approved by

Stephanie N. Swinson

3/1/2024 8:41:17 AM

SM

Step 1: Approved by

Stacey McKee

3/1/2024 6:33:12 AM

DS

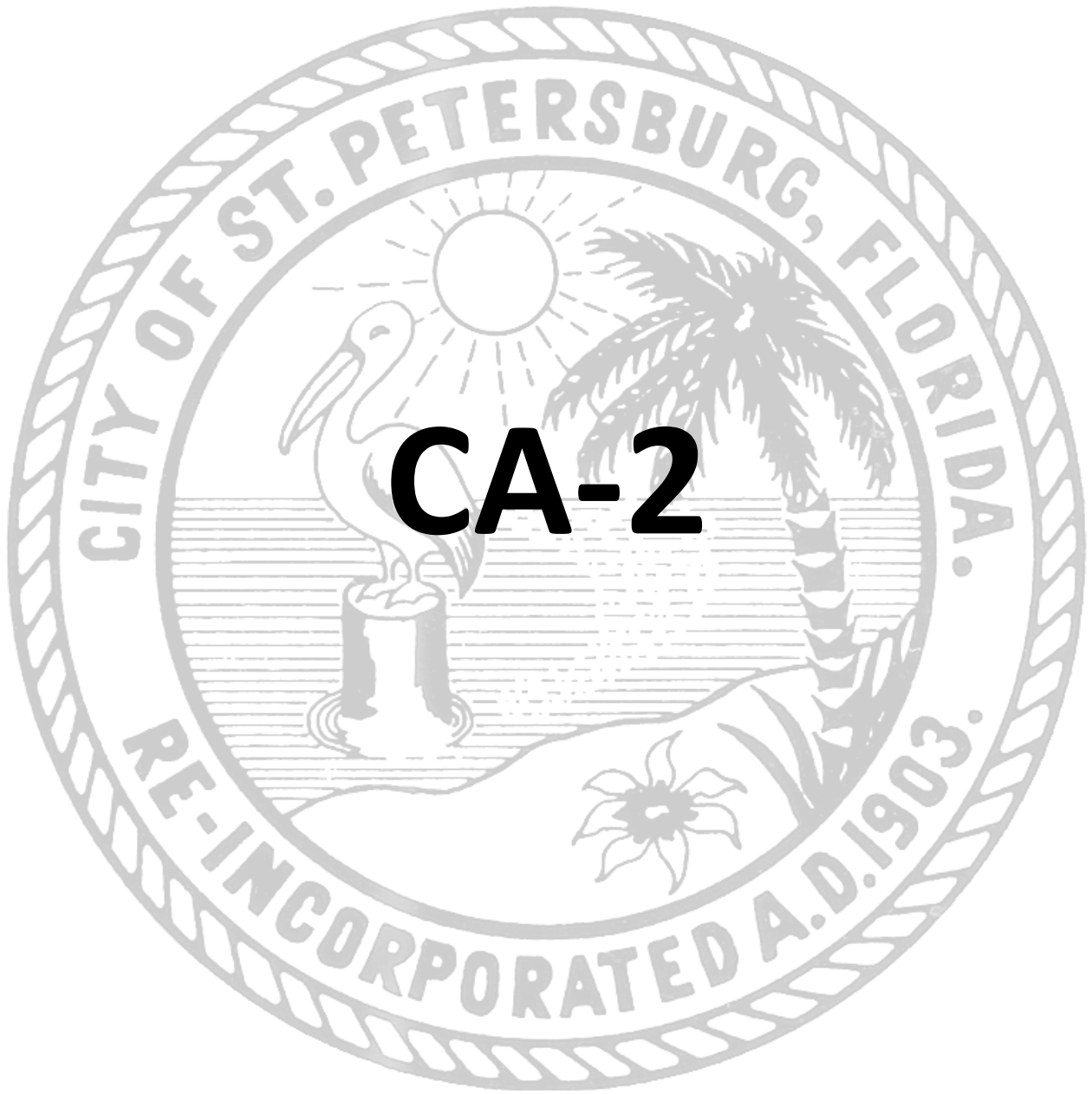
Requested by

Desire E. Smith

2/29/2024 3:32:43 PM

The following page(s) contain the backup material for Agenda Item: Requesting a waiver of the source selection method requirements set forth in Chapter 2, Article 5, Division 1 of the St. Petersburg city code to allow the city to enter into a one-year contract with Pinellas County School Board (School Board) for the School Board to provide meals for the City's 2024 Summer Food Service Program without competitive solicitation for an amount not to exceed \$376,933 (2024 Contract) and enter into subsequent one-year contracts with the School Board to provide meals for the City's 2025, 2026, 2027 and 2028 summer food service programs without competitive solicitation for a total combined contract amount not to exceed \$1,789,357 (2025-2028 contracts); authorizing the Mayor or his Designee to execute the 2024 contract for an amount not to exceed \$376,933 and the 2025- 2028 contracts for a total combined contract amount not to exceed \$1,789,357 provided that funds are appropriated for the 2025-2028 contracts in the applicable future fiscal year budget adopted by Council.

Please scroll down to view the backup material.



CA-2

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of April 4, 2024

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

Subject: Requesting a waiver of the source selection method requirements set forth in Chapter 2, Article 5, Division 1 of the St. Petersburg city code to allow the city to enter into a one-year contract with Pinellas County School Board (“School Board”) for the School Board to provide meals for the city’s 2024 Summer Food Service Program without competitive solicitation for an amount not to exceed \$376,933 (“2024 Contract”) and enter into subsequent one-year contracts with the School Board to provide meal’s for the city’s 2025, 2026, 2027 and 2028 summer food service programs without competitive solicitation for a total combined contract amount not to exceed \$1,789,357 (2025-2028 contracts); authorizing the Mayor or his Designee to execute the 2024 contract for an amount not to exceed \$376,933 and the 2025-2028 contracts for a total combined contract amount not to exceed \$1,789,357 provided that funds are appropriated for the 2025-2028 contracts in the applicable future fiscal year budget adopted by Council.

Explanation: The City has found that the lack of qualified suppliers to meet the unique needs of the Summer Food Service Program (SFSP) program, responsiveness of bidders, and expertise to successfully implement the contract are all issues that affect the quality and safety of the program.

The Florida Department of Agriculture and Consumer Services does not require SFSP sponsors to go through a competitive bid process when contracting with a local school food authority for the Summer Food Service Program. For these reasons, we are requesting an agreement with Pinellas County Schools to provide vended meals for the Summer Food Service Program as competition has been determined inadequate.

The supplier will provide breakfast and/or lunch meals for children 18 and under at seventeen Leisure Services locations, five days per week. The program is funded by the Florida Department of Agriculture and Consumer Services, Food and Nutrition Management, through a grant from the U.S. Department of Agriculture.

The Procurement and Supply is requesting a waiver of the source selection method requirements set forth in Chapter 2, Article 5, Division 1 of the St. Petersburg city code to allow the city to enter into a one-year contract with Pinellas County School Board (“School Board”) for the School Board to provide meals for the city’s 2024 Summer Food Service Program without competitive solicitation for an amount not to exceed \$376,933 (“2024 Contract”). The City desires to enter into subsequent one-year contracts with the School Board to provide meal’s for the city’s 2025, 2026, 2027 and 2028 summer food service programs without competitive solicitation for a total combined contract amount not to exceed \$1,789,357 (2025-2028 contracts); authorizing the Mayor or his Designee to execute the 2024 contract for an amount not to exceed \$376,933 and the 2025-2028 contracts for a total combined contract amount not to exceed \$1,789,357 provided that funds are appropriated for the 2025-2028 contracts in the applicable future fiscal year budget adopted by Council.

The Procurement and Supply Management Department, in cooperation with the Parks and

Recreation Department, recommends for award:

School Board of Pinellas County (Largo, FL)..... \$2,166,290

Cost/Funding/Assessment Information: Funds will be appropriated in the General Fund (0001), Parks and Recreation Department, Administration Division (190-1573), on receipt of a grant from the U.S. Department of Agriculture, provided by the Florida Department of Agriculture and Consumer Services, Division of Food, Nutrition and Wellness.

Attachments: Resolution

RESOLUTION NO. 2024-_____

A RESOLUTION WAIVING THE SOURCE SELECTION METHOD REQUIREMENTS SET FORTH IN CHAPTER 2, ARTICLE 5, DIVISION 1 OF THE ST. PETERSBURG CITY CODE TO ALLOW THE CITY TO (I) ENTER INTO A ONE-YEAR CONTRACT WITH PINELLAS COUNTY SCHOOL BOARD (“SCHOOL BOARD”) FOR THE SCHOOL BOARD TO PROVIDE MEALS FOR THE CITY’S 2024 SUMMER FOOD SERVICE PROGRAM WITHOUT COMPETITIVE SOLICITATION FOR AN AMOUNT NOT TO EXCEED \$376,933 (“2024 CONTRACT”), AND (II) ENTER INTO SUBSEQUENT ONE-YEAR CONTRACTS WITH THE SCHOOL BOARD FOR THE SCHOOL BOARD TO PROVIDE MEALS FOR THE CITY’S 2025, 2026, 2027 AND 2028 SUMMER FOOD SERVICE PROGRAMS WITHOUT COMPETITIVE SOLICITATION FOR A TOTAL COMBINED CONTRACT AMOUNT NOT TO EXCEED \$1,789,357 (“2025-2028 CONTRACTS”); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE 2024 CONTRACT FOR AN AMOUNT NOT TO EXCEED \$376,933 AND THE 2025-2028 CONTRACTS FOR A TOTAL COMBINED CONTRACT AMOUNT NOT TO EXCEED \$1,789,357 PROVIDED THAT FUNDS ARE APPROPRIATED FOR THE 2025-2028 CONTRACTS IN THE APPLICABLE FUTURE FISCAL YEAR BUDGET ADOPTED BY CITY COUNCIL; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City’s Summer Food Service Program (“Program”) is funded by a grant from the U.S. Department of Agriculture; and

WHEREAS, pursuant to federal regulations governing the administration of the Program, the City is encouraged, to the maximum extent feasible, to either utilize its own food service facilities or obtain meals for the program from a school food service facility; and

WHEREAS, the applicable federal regulations provide that, if the City obtains meals from a school service facility, such as the School Board of Pinellas County (“School Board”), the City is not required to comply with the competitive bid procedures outlined in the regulations; and

WHEREAS, Section 2-210 of the St. Petersburg City Code provides that City Council may waive any provision of the Procurement Code by a resolution receiving at least five (5) affirmative votes; and

WHEREAS, the Procurement & Supply Management Department, in conjunction with the Parks & Recreation Department, recommend that the City Council waive the source selection method requirements set forth in Chapter 2, Article 5, Division 1 of the St. Petersburg City Code and authorize the City to (i) enter into a one-year contract for the School Board to provide meals for the City’s 2024 Summer Food Service Program without competitive solicitation for an amount not to exceed \$376,933 (“2024 Contract”) and (ii) enter into subsequent one-year contracts for the School Board to provide meals for the City’s 2025, 2026, 2027 and 2028 Summer Food Service Program (“2025-2028 Contracts”) without competitive solicitation for a total combined contract amount not to exceed \$1,789,357, provided that funds are appropriated for the 2025-2028 Contracts in the applicable future fiscal year budget adopted by City Council.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that St. Petersburg City Code source selection method requirements set forth in Chapter 2, Article 5, Division 1 are hereby waived to authorize the City to (i) enter into a one-year contract for the Pinellas County School Board (“School Board”) to provide meals for the City’s 2024 Summer Food Service Program without competitive solicitation for an amount not to exceed \$376,933 (“2024 Contract”) and (ii) enter into subsequent one-year contracts for the School Board to provide meals for the City’s 2025, 2026, 2027 and 2028 Summer Food Service Programs without competitive solicitation for a total combined contract amount not to exceed \$1,789,357 (“2025-2028 Contracts”).

BE IT FURTHER RESOLVED that the Mayor or his designee is hereby authorized to execute the 2024 Contract for an amount not to exceed \$376,933 and the 2025-2028 Contracts for a combined total contract amount not to exceed \$1,789,357 provided that funds are appropriated for the 2025-2028 Contracts in the applicable future fiscal year budget adopted by City Council.

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


This resolution shall become effective immediately upon its adoption.

LEGAL:



00733201

DEPARTMENT:





Approvals - gcc

Report • Printed on March 12, 2024

Approved

Summer Food Service Program

This item is for Parks and Recreation food service program. This item is scheduled to go to council on 4/4/24. Mike Jefferis is out of office, Richard Craft will be approving in his place.

▼ Attachments



Summer Food Service Program

[https://stpete1.sharepoint.com/:w:/s,](https://stpete1.sharepoint.com/:w:/s)

▼ Final status: Approved



Step 3: Approved by

Richard L. Craft

3/12/2024 8:28:03 AM



Step 2: Approved by

Stephanie N. Swinson

3/11/2024 1:57:27 PM



Step 1: Approved by

Lance N. Stanford

3/11/2024 12:59:11 PM



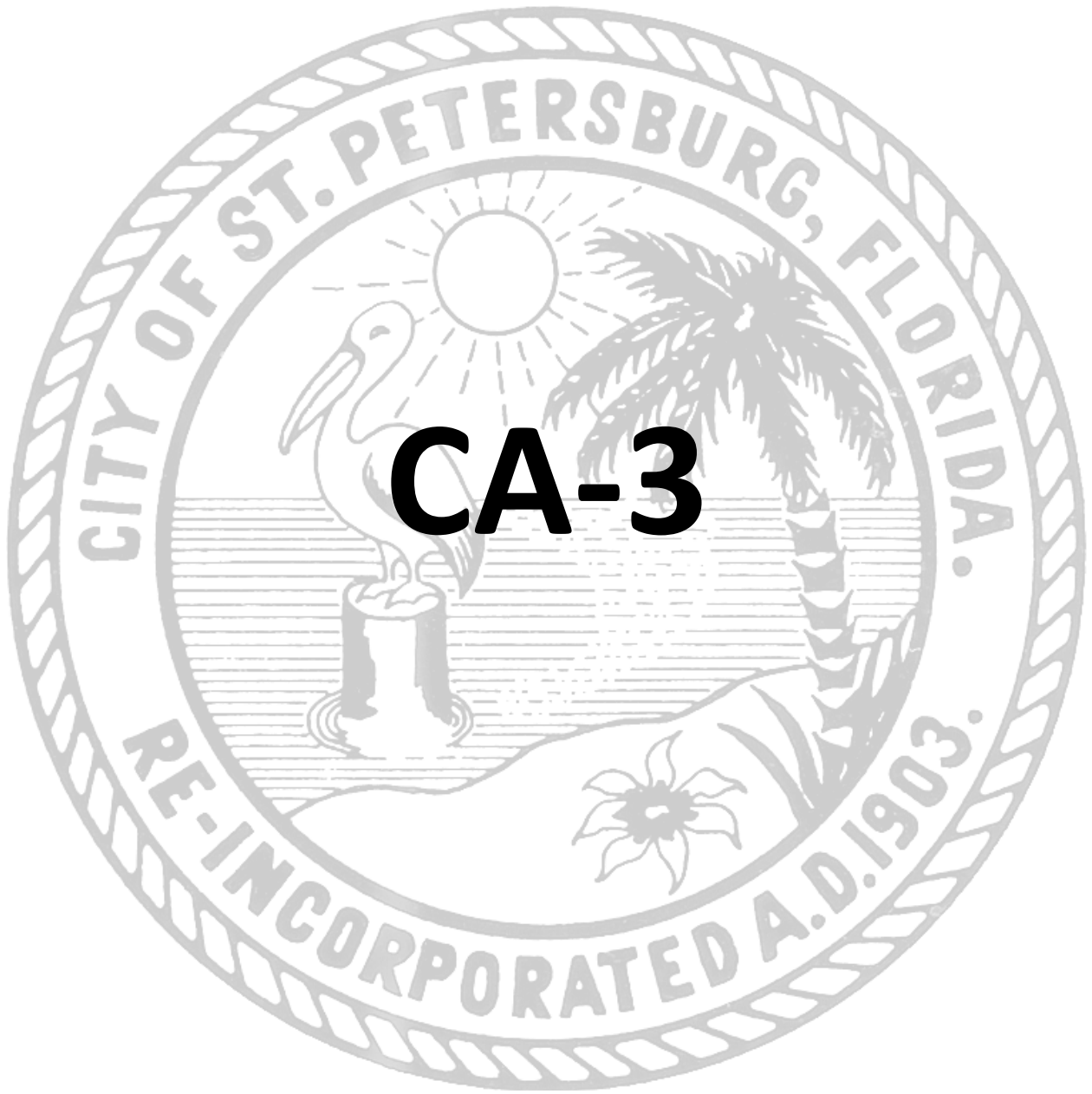
Requested by

Desire E. Smith

3/11/2024 12:14:41 PM

The following page(s) contain the backup material for Agenda Item: A Resolution approving the First Amendment to the Architect/Engineering Agreement between the City of St. Petersburg, Florida and Harvard Jolly, Inc. (“A/E”) dated December 21, 2021 for A/E to provide i) a survey, ii) environmental report, iii) geotechnical investigation, iv) schematic design documents, v) schematic design – cost estimate, and vi) Southwest (“SW”) site a) design development documents, b) construction documents, c) bidding & permitting services, d) construction administration services, e) civil engineering services, f) landscape architecture, g) instrumentation and controls, and h) LEED certification services related to the SW, NW & NEWRF Operations and Maintenance Building Project in an amount not to exceed \$2,003,916.50; providing that the total contract amount shall not exceed \$2,395,100.50; authorizing the Mayor or his designee to execute the First Amendment; and providing an effective date. (ECID Project No. 21047-111; Oracle Nos. 16928, 16939, 16944, 16927 and 16935)

Please scroll down to view the backup material.



CA-3

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of April 4, 2024

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

SUBJECT: A Resolution approving the First Amendment to the Architect/Engineering Agreement between the City of St. Petersburg, Florida and Harvard Jolly, Inc. (“A/E”) dated December 21, 2021 for A/E to provide i) a survey, ii) environmental report, iii) geotechnical investigation, iv) schematic design documents, v) schematic design – cost estimate, and vi) Southwest (“SW”) site a) design development documents, b) construction documents, c) bidding & permitting services, d) construction administration services, e) civil engineering services, f) landscape architecture, g) instrumentation and controls, and h) LEED certification services related to the SW, NW & NEWRF Operations and Maintenance Building Project in an amount not to exceed \$2,003,916.50; providing that the total contract amount shall not exceed \$2,395,100.50; authorizing the Mayor or his designee to execute the First Amendment; and providing an effective date. (ECID Project No. 21047-111; Oracle Nos. 16928, 16939, 16944, 16927 and 16935)

EXPLANATION: *The existing buildings at the three water reclamation facilities have been in use for approximately 50 years and do not meet the needs for operational functionality under emergency and daily situations. The Maintenance Buildings at the NEWRF and NWWRF are currently provided by rental trailers.*

During emergency operations, operational and maintenance staff are expected to shelter in place during hurricanes and other emergency events to oversee plant operations and address any challenges that arise. The existing buildings at the three facilities are not hurricane rated nor elevated above the flood plain and are susceptible to storm surge which presents serious safety concerns for staff during these events. Additionally, the buildings are not equipped with adequate facilities (spaces for sleeping, cooking, and personal hygiene) for housing staff for prolonged periods of time.

Functionally, these buildings were designed and constructed prior to Supervisory Control and Data Acquisition (“SCADA”) systems becoming a standard method of plant operations and do not have adequate space for storing and managing the computer hardware required to operate the water reclamation facilities. As such, the SCADA system is spread over various locations within each facility. The intent is to phase relocation of these systems into a new operations building for each facility.

The facilities, when constructed are anticipated to have the following additional attributes:

- Achieve LEED Gold certification per City Code Section 2-245
- Incorporate site resilience recommendations (such as height requirement above BFE to satisfy category 5 hurricane storm surge)
- Design Operations and Maintenance combined Building to Category 5 hurricane standards, elevated to handle a storm surge, and include space to house all Operational and Maintenance staff when required to shelter in place.

This scope of work will provide professional architectural services to design an operations and maintenance facility for the Southwest site which includes the design phases of schematic, design development,

construction documents, assistance during bidding and construction administration. Concurrently, this scope also provides professional architectural services to perform schematic design efforts for the NWWRF and NEWRF sites to finalize site placement, site logistics and budgetary efforts to assist in confirming planned fiscal year allocations.

Construction is anticipated to be phased over a 5-to-7-year period. The intent is to construct the SWWRF site first in fiscal year 2025, followed by the NWWRF and NEWRF sites respectively with fiscal years 2027 and 2028.

On December 21, 2021, the City of St. Petersburg, Florida (“City”) and Harvard Jolly, Inc. (“A/E”) entered into an architect/engineering agreement for A/E to provide miscellaneous professional services for the SW, NW & NEWRF Operations and Maintenance Building Project in an amount not to exceed \$391,184. The Agreement included a \$40,000 allowance to be authorized if any unforeseen conditions are experienced while performing the work.

This project is being administered as a progressive design and construction contract. The design firm and Construction Manager will be authorized to conduct design and construction on elements based on funding and construction sequencing.

The First Amendment in the amount of \$2,003,916.50 will provide professional engineering services included but not limited to data collection, schematic design, cost estimation, design services, construction services and bidding & permitting services. This Amendment includes an additional \$40,000 allowance to be authorized if any unforeseen conditions are experienced while performing the work.

A/E Agreement and the First Amendment include the following phases and associated not to exceed costs respectively:

		Approved	Authorized
Agreement	Project Administration	\$ 43,916.00	\$ 43,916.00
	Program Development and Space Needs Assessment	\$ 71,735.75	\$ 71,735.75
	Preliminary Design Study	\$ 160,660.75	\$ 160,660.75
	Preliminary Project Budget and Project Phasing Plan	\$ 41,425.75	\$ 41,425.75
	Preliminary Design Report	\$ 33,445.75	\$ 33,445.75
	Allowance	\$ 40,000.00	
Amendment No. 1	Survey	\$ 124,410.00	\$ 124,410.00
	Environmental Report	\$ 19,722.00	\$ 19,722.00
	Geotechnical Investigation	\$ 57,420.00	\$ 57,420.00
	Schematic Design	\$ 529,454.50	\$ 529,454.50
	Schematic Design - Cost Estimate	\$ 19,240.00	\$ 19,240.00
	Design Development - SW	\$ 191,132.50	\$ 191,132.50
	Construction Documents - SW	\$ 334,482.00	\$ 334,482.00
	Bidding & Permitting - SW	\$ 47,783.00	\$ 47,783.00
	Construction Administration - SW	\$ 191,132.50	\$ 191,132.50

Civil Engineering - SW	\$ 144,900.00	\$ 144,900.00
Landscape Architecture - SW	\$ 40,000.00	\$ 40,000.00
Instrumentation & Controls - SW	\$ 199,460.00	\$ 199,460.00
LEED Certification - SW	\$ 64,780.00	\$ 64,780.00
Allowance	\$ 40,000.00	
Total	\$ 2,395,100.50	\$ 2,315,100.50

Amendments to this Agreement will be forthcoming as each facility begins design and proceeds into construction.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute a First Amendment to the Architect/Engineering Agreement between the City of St. Petersburg, Florida and Harvard Jolly, Inc. (“A/E”) dated December 21, 2021 for A/E to provide i) a survey, ii) environmental report, iii) geotechnical investigation, iv) schematic design documents, v) schematic design – cost estimate, and vi) Southwest (“SW”) site a) design development documents, b) construction documents, c) bidding & permitting services, d) construction administration services, e) civil engineering services, f) landscape architecture, g) instrumentation and controls, and h) LEED certification services related to the SW, NW & NEWRF Operations and Maintenance Building Project in an amount not to exceed \$2,003,916.50; providing that the total contract amount shall not exceed \$2,395,100.50; authorizing the Mayor or his designee to execute the First Amendment; and providing an effective date. (ECID Project No. 21047-111; Oracle Nos. 16928, 16939, 16944, 16927 and 16935)

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003) WRF NE Operations & Lab Building Replacement FY19 Project (16928), WRF NW Operations & Lab Building Replacement Project (16939), WRF SW Operations & Lab Building Replacement Project (16944), WRF NE Maintenance Shop Replacement FY19 Project (16927) and WRF NW Maintenance Shop Replacement FY19 Project (16935).

ATTACHMENTS: Resolution
Appendices

RESOLUTION NO. 2024-_____

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND HARVARD JOLLY, INC. (“A/E”) DATED DECEMBER 21, 2021 FOR A/E TO PROVIDE i) A SURVEY, ii) ENVIRONMENTAL REPORT, iii) GEOTECHNICAL INVESTIGATION, iv) SCHEMATIC DESIGN DOCUMENTS, v) SCHEMATIC DESIGN – COST ESTIMATE, AND vi) SOUTHWEST (“SW”) SITE a) DESIGN DEVELOPMENT DOCUMENTS, b) CONSTRUCTION DOCUMENTS, c) BIDDING AND PERMITTING SERVICES, d) CONSTRUCTION ADMINISTRATION SERVICES, e) CIVIL ENGINEERING SERVICES, f) LANDSCAPE ARCHITECTURE, g) INSTRUMENTATION AND CONTROLS, AND h) LEED CERTIFICATION SERVICES RELATED TO THE SW, NW & NEWRF OPERATIONS AND MAINTENANCE BUILDING PROJECT IN AN AMOUNT NOT TO EXCEED \$2,003,916.50; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED \$2,395,100.50; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING AN EFFECTIVE DATE. (ECID PROJECT NO. 21047-111; ORACLE NOS. 16928, 16939, 16944, 16927 AND 16935)

WHEREAS, the City of St. Petersburg, Florida (“City”) and Harvard Jolly, Inc. (“A/E”) executed an architect/engineering agreement on December 21, 2021 for A/E to provide project management services, program development and a space needs assessment, preliminary design study, preliminary project budget, and design report related to the SW, NW & NEWRF Operations and Maintenance Building Project (“Project”) in an amount not to exceed \$391,184, which amount included a \$40,000 allowance; and

WHEREAS, the City and A/E desire to amend the Agreement for A/E to provide i) a survey, ii) environmental report, iii) geotechnical investigation, iv) schematic design documents, v) schematic design – cost estimate, and vi) Southwest (“SW”) site a) design development documents, b) construction documents, c) bidding and permitting services, d) construction administration services, e) civil engineering services, f) landscape architecture, g) instrumentation and controls, and h) LEED certification services related to the SW, NW & NEWRF Operations and Maintenance Building Project in an amount not to exceed \$2,003,916.50, which amount includes an additional \$40,000 allowance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the First Amendment to the architect/engineering agreement between the City of St. Petersburg, Florida and Harvard Jolly, Inc. (“A/E”) dated December 21, 2021 for A/E to provide i) a survey, ii) environmental report, iii) geotechnical investigation, iv) schematic design documents, v) schematic design – cost estimate, and vi) Southwest (“SW”) site a) design development documents, b) construction documents, c) bidding and permitting services, d) construction administration services, e) civil engineering services, f) landscape architecture, g) instrumentation and controls, and h) LEED certification services related to the SW, NW & NEWRF Operations and Maintenance Building Project in an amount not to exceed \$2,003,916.50 is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed \$2,395,100.50.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute a First Amendment and all other necessary documents.

This Resolution shall become effective immediately upon its adoption.

LEGAL:



00732861

DEPARTMENT:



**ATTACHMENT 1 TO APPENDIX A - SCOPE OF SERVICES
SW, NW AND NE WRF OPERATIONS AND MAINTENANCE BUILDINGS
PHASE II: DATA COLLECTION AND SCHEMATIC DESIGN
CITY OF ST. PETERSBURG, FLORIDA
PROJECT NO. 21047-111**

In addition to the services, activities, responsibilities and Deliverables set forth in Appendix A, the A/E shall also provide the services, activities, responsibilities and Deliverables set forth in this Attachment 1 to Appendix A as follows:

GENERAL DESCRIPTION

The City of St. Petersburg ("City") selected Harvard Jolly Architecture ("A/E") as the Architectural/ Engineering (A/E) firm for the preliminary design, detailed design, bidding, and construction phase services of the SW, NW and NE WRF Operations and Maintenance Buildings Project.

The Scope of Services sets forth the services, activities, deliverables and responsibilities that will be performed by the NE and the Deliverables that will be provided by the A/E pursuant to the Agreement. The terms contained in this Scope of Services shall have the meanings set forth in the Agreement unless otherwise defined in the Scope of Services.

BACKGROUND

Previously, A/E completed a Programming and Space Needs Assessment for these sites which was Tasks 1 and 2 of this project. This Amendment is a continuation of that project with Data Collection and Schematic Design. This Amendment also includes a review and update of programming done previously with the City's new direction to design for Category 5 storm resiliency and if feasible, a single combined Operations and Maintenance building at each site. This completion of this phase will be a Schematic Design and cost estimate for each site. Design Development, Construction Documents, Bidding, and Construction Administration are included for Southwest and will be a future phase/amendment for Northeast and Northwest.

PHASE I: DETAILED SCOPE OF SERVICES

TASK 3 DATA COLLECTION

3.1 Surveying

Topographic surveying will be conducted on each site. Survey area will be limited to areas where work is anticipated and previous survey data is not available. Topography will be collected through a combination of LiDAR scanning and traditional survey. Proposal is based on having access to the project site and areas shown in the attachment. Restricted areas and obscured areas (not visible without moving equipment etc.) are excluded. Boundary survey and matters of title and fee interests are excluded. The City has provided several CAD files that appear to contain boundary information. Should the provided CAD files appear to be harmonious with proposed Topographic Survey, elements from the provided CAD files may be utilized and cited on the final Topographic Survey.

Survey effort shall include quality levels D, C, and B Subsurface Utility Engineering (SUE). Anticipated effort includes review of existing as-built information, delineation of utilities in the field based on ground-penetrating radar (GPR), and review of visible above-ground utility features. Vertical investigation is not included. Field delineation will be performed during or prior to the topographic (LiDAR) survey, and processing of the data will be performed along with the LiDAR. No test holes are to be performed.

3.2 Environmental Report

An environmental survey will be conducted at the NEWRF. Services include a wetland delineation and listed species survey and a report documenting findings. Effort includes permitting support through the Florida Department of Environmental Protection (FDEP) for the Environmental Resource Permit (ERP) and Section 404 authorization.

Environmental consultant will visit the site and perform a wetland jurisdictional delineation for both state and federal agencies, and wetland limits will be marked in the field with flagging. Delineation will be performed according to the criteria found in F.A.C. 62-340 – “Delineation of the Landward Extent of Wetlands and Surface Waters”. The wetland line will be recorded with a GPS.

In addition, consultant will perform a general wildlife survey. This survey will consist of pedestrian transects covering a minimum of fifteen percent (15%) of the property. During the survey any observations of state or federally listed species, indicators of those species (i.e. gopher tortoise burrows) or listed species habitat will be mapped and their location recorded via GPS. Species specific wildlife surveys are not anticipated and not included.

It is assumed that any required mitigation will be performed via purchase of credits at a mitigation bank and will be paid for by the City. Design shall incorporate wetland avoidance and minimization where practical.

Consultant will prepare a brief report documenting results of the site visit. The report will include descriptions of on-site wetlands/surface waters as well as documentation of any observations of state or federally listed species, indicators of those species, or listed species habitat. It will also include maps of these habitats. In addition, the report will include the results of a desktop assessment utilizing publicly available resources including the Florida Natural Area Inventory (FNAI) Biodiversity Matrix, the Florida Fish and Wildlife Conservation Commission (FWC) Bald Eagle Nest Locator, and the United States Fish and Wildlife Service (USFWS).

Scope includes the following environmental permitting:

1. Environmental portions of ERP Section C.
2. Environmental Report including existing conditions, avoidance and minimization of wetland impacts, wetland tables, UMAM, and proposed mitigation
3. Information required for a WOTUS Determination in State-Assumed Waters form
4. USFWS’ Jacksonville District State of Florida Effect Determination Key for the Wood Stork in Central and North Peninsula Florida

Scope includes agency coordination as follows:

1. Virtual attendance at a pre-application meeting with permitting agency
2. Coordination and attendance at one onsite meeting to review the wetland extents and jurisdictional wetland line will be conducted with FDEP

3. Other agency coordination including emails and phone calls to coordinate submittals and provide clarification

Site visit and wetland delineation will occur prior to site surveying activities.

See attachment for extents of environmental survey.

3.3 Geotechnical Investigation

Scope includes the following for each site:

SWWRF

- Five (5) Standard Penetration Test (SPT) Borings to a depth of 50 feet within the anticipated building footprint location
- One classification boring in each of the two proposed stormwater ponds (total of two)
- One Double Ring Infiltration Test (DRI) Boring in each of the two proposed stormwater ponds (total of two)

NWWRF

- Three (3) Standard Penetration Test (SPT) Borings to a depth of 50 feet within two possible building footprint locations (total of six)
- One classification boring in each of the two proposed stormwater ponds (total of two)
- One classification boring in area for proposed paving
- One Double Ring Infiltration Test (DRI) Boring in each of the two proposed stormwater ponds (total of two)

NEWRF

- Total of eight (8) Standard Penetration Test (SPT) Borings to a depth of 50 feet within two possible building footprint locations
- Two classification borings in areas planned for stormwater retention
- One Double Ring Infiltration Test (DRI) Boring in each of the two proposed stormwater ponds (total of two)

A geotechnical report will be provided with the results of the above tests as well as discussion on subsurface soil and groundwater conditions, recommendations for subgrade preparation and foundation design, anticipated total and differential structural movements, pavement design considerations, recommendations for quality assurance testing and inspection during the construction phase, and recommendations for further testing if warranted.

Performance of testing must await demolition of certain facilities or removal of stockpiled excavated soils in isolated areas.

TASK 4 SCHEMATIC DESIGN

4.1 Basic Services

Architecture

A/E will review the most recent building programs provided during the Conceptual Phase with the City, confirm decisions, and make any desired adjustments. Additionally, based on the City's interest in a combined Operations/Maintenance facility on each site, A/E will assist

the City in developing an efficient program for a combined facility. A/E shall work with the City and the Civil Engineer to evaluate the possibility of a combined facility on each of the three sites. Assuming a combined facility is feasible, A/E will develop building and site plans for each site. If it is determined that a combined facility does not work well on certain sites, A/E will update and refine the design for separate Operations and Maintenance facilities based on the updated building programs and Category 5 storm resiliency.

Structural Engineering

A/E and Structural Engineer will assist the City in developing a resiliency plan for the structural design of the buildings, based on the City's desire for the buildings to withstand a Category 5 storm. Additionally, the A/E team will discuss implications to the structural design of the buildings for a combined Operations/Maintenance building.

Mechanical, Electrical, Plumbing, and Fire Protection Design

A/E and MEP Engineer will review decisions made in the Conceptual phase for Mechanical, Electrical, Plumbing, and Fire Protection systems. Collectively, the team will confirm previous decisions or make adjustments as needed. A/E team will advise of any necessary changes or considerations for MEP systems based on the City's desire for combined Operations/Maintenance buildings and Category 5 storm resiliency. A/E team will make recommendations for systems that best meet the City's needs for durability, maintenance, functionality and resiliency.

4.2 Site/Civil Design

A/E and civil engineer will participate in up to three workshops with City stakeholders to discuss site planning, evaluate flood risk assessments of each location for potential storm resiliency and assist in developing a resiliency strategy. A/E and civil engineer will prepare one conceptual layout for each site which may include a location for a single combined Operations and Maintenance facility or separate facilities depending on the feasibility of a single building at each site. A/E and civil engineer will develop a phasing plan for each site including drainage permit impacts and construction site staging.

4.3 Instrumentation & Controls

A/E and I&C consultant will participate in one workshop with City stakeholders to discuss the control room layout for all three sites. Consultant will review and update high-level controls communication network drawings showing the connection of the major controls components for each facility. Consultant will prepare an updated estimate of probable cost and schedule for the controls scope for inclusion in the Task 7 cost estimate.

4.4 Sustainability

A/E and Sustainability consultant will meet with City staff to review and update the LEED checklist. A/E and Sustainability consultant will assist the City in determining a list of LEED credits for each building to pursue, and create a preliminary LEED checklist for each building targeting Gold certification level.

TASK 5 SCHEMATIC DESIGN COST ESTIMATING

A/E and consulting engineers will assist the City in determining phasing of each of the three sites. A/E's independent cost estimator will provide a construction cost estimate for each of the three sites. A/E will provide an estimate for fees for the remainder of the project, SCADA systems, and Furniture, Fixtures and Equipment to provide the City an understanding of Total Project Cost.

TASK 6 DESIGN DEVELOPMENT (SOUTHWEST)

Basic Services Design Development (Architecture, Structural Engineering, Mechanical/Electrical/Plumbing/Fire Protection Engineering) for the Southwest site only.

TASK 7 CONSTRUCTION DOCUMENTS (SOUTHWEST)

Basic Services Construction Documents (Architecture, Structural Engineering, Mechanical/Electrical/Plumbing/Fire Protection Engineering) for the Southwest site only.

TASK 8 BIDDING AND PERMITTING (SOUTHWEST)

Building permit assistance for the Southwest site only. Bidding assistance including attendance at a prebid meeting if requested by the City/Construction Manager, responding to prebid RFIs, and issuing Addenda as needed. Southwest site only.

TASK 9 CONSTRUCTION ADMINISTRATION (SOUTHWEST)

Construction Administration services for the Southwest site including attendance at twice monthly Owner/Architect/Construction Manager meetings, response to RFIs, review of submittals, review of Construction Manager's pay requests, issuance of Proposal Requests as required, review of Change Orders as required. Construction time is assumed to be 16 months.

TASK 10 CIVIL ENGINEERING/SITE DESIGN (SOUTHWEST)

Production of civil engineering construction documents. Assistance with site permitting applications including Environmental Resource Permitting (ERP) through Florida Department of Environmental Protection (FDEP), City of St. Petersburg site permitting, FDOT Drainage Connection permit.

Note that site design shall incorporate client selected resiliency criteria. Site access and flood protection of roads and parking areas may be limited by surrounding area conditions beyond the scope of this project.

It is assumed that there are existing utility services available to all sites.

Tree removal and permitting assistance is not included.

Vertical Field Delineation of Subsurface Utilities. Consultant will perform SUE locates to verify vertical and horizontal locations to assist with the final development of plan and profile drawings. It is estimated that six locates will be required.

Includes Bidding, Permitting, and Construction Administration services.

TASK 11 LANDSCAPE ARCHITECTURE (SOUTHWEST)

Landscape Architecture design for the area directly adjacent to the new building, parking, and site entrance.

TASK 12 INSTRUMENTATION AND CONTROLS (SOUTHWEST)

Perform site investigations to determine the location of the existing control building PLC I/O in SP-100A and SP-100B out in the plant and the location to the nearest PLC panel. The site investigations to include the SCADA group from the City to determine which I/O are to be included in the design. Develop design drawings and prepare specifications for the rerouting of the I/O from the control building to the nearest PLC panel in the plant. Design to include interconnection diagrams and site plans. Develop design drawings and specifications for the new building. The design includes the SCADA and I&C components for the changes in the fiber optic network to and from the new building, control room, server room and associated networking. Prepare an estimate of probable cost for the I&C scope. Includes Bidding, Permitting, and Construction Administration services.

TASK 13 LEED CERTIFICATION (SOUTHWEST)

LEED Project Administration, Consultation, and Certification services for the Southwest site. Scope includes attending necessary meetings to assist with developing the Owner's Project Requirements, assisting the City with determining a list of LEED credits to pursue, and advising on sustainable strategies for pursuing LEED certification. Sustainability consultant will review drawings and specifications for compliance with selected LEED credits during the design process, and review construction phase submittals as necessary for compliance with LEED credits. Consultant will coordinate the assembly of all information required to submit to LEED for certification, complete the LEED certification submittal, coordinate responses to any requests for information from LEED, and complete any credit appeals as necessary. Finally, consultant will assist with the Commissioning process.

DELIVERABLES

TASK 3 DATA COLLECTION

3.1 Surveying

- CAD surveys of areas shown in attachment

3.2 Environmental Report

- Environmental report for the NEWRF including wetland delineation and listed species survey

3.3 Geotechnical Investigation

- Geotechnical Report

TASK 4 SCHEMATIC DESIGN

4.1 Basic Services

- Schematic level architectural drawings including floor plans, elevations, and roof plans
- Narratives for mechanical, electrical, plumbing, fire protection, and structural systems

4.2 Site/Civil Design

- Schematic level site plans and site narrative/outline specifications

4.3 Instrumentation & Controls

- Schematic I&C drawings including controls network block diagrams, architecture and routing and outline specifications

4.4 Sustainability

- Updated LEED Checklist

TASK 5 SCHEMATIC DESIGN COST ESTIMATE

- Cost Estimate

TASK 6 DESIGN DEVELOPMENT (SOUTHWEST)

Architecture, Structural Engineering, Mechanical/Electrical/Plumbing/Fire Protection Engineering drawings and outline specifications for the Southwest site only.

TASK 7 CONSTRUCTION DOCUMENTS (SOUTHWEST)

Architecture, Structural Engineering, Mechanical/Electrical/Plumbing/Fire Protection Engineering drawings and specifications for the Southwest site only.

TASK 8 BIDDING AND PERMITTING (SOUTHWEST)

Responses to RFIs and Permit Comments and Addenda As Required

TASK 9 CONSTRUCTION ADMINISTRATION (SOUTHWEST)

Responses to RFIs, review of submittals, review of Construction Manager's pay requests, issuance of Proposal Requests as required

TASK 10 CIVIL ENGINEERING (SOUTHWEST)

Civil Engineering drawings and specifications

TASK 11 LANDSCAPE ARCHITECTURE (SOUTHWEST)

Landscape Architecture drawings and specifications

TASK 12 INSTRUMENTATION AND CONTROLS (SOUTHWEST)

Instrumentation and Controls drawings and specifications

TASK 13 LEED CERTIFICATION (SOUTHWEST)

LEED Scorecard, LEED submittal

PROJECT TEAM

The key A/E Project team members include the following staff:

- Ward Friszolowski, AIA Principal in Charge
- Amy Weber Bradlow, AIA, LEED GA Project Manager
- Tim Pfiester Substitute Project Manager

Subconsultants:

- Engineering Matrix, Inc. Mechanical, Electrical, Plumbing, Fire Protection, A/V, IT and Security Consultant
- Pennoni Structural Engineer
- McKim and Creed SCADA and Civil Engineer

- Two Trails Sustainability Consultant
- Construction Consultants & Associates Cost Estimating Consultant
- Driggers Engineering Services Inc. Geotechnical Engineer

**ATTACHMENT 1 TO APPENDIX B - FEE SCHEDULE
SW, NW, AND NE WRF OPERATIONS MAINTENANCE BUILDINGS
CITY OF ST. PETERSBURG, FLORIDA
PROJECT NO. 21047-111**

In addition to the fees and costs set forth in Appendix B, the City shall pay A/E the fees and costs set forth in Attachment 1 to Appendix B, as follows:

Direct Labor Rates Classifications			Labor Cost
Billing Rate		N/A	
TASK			
3.1	Surveying	Lump Sum	\$3,860.00
3.2	Environmental Report	Lump Sum	\$3,860.00
3.3	Geotechnical Investigation	Lump Sum	\$3,860.00
4.1	Schematic Design – Basic Services	Lump Sum	\$230,400.00
4.2	Schematic Design – Civil/Site Design	Lump Sum	\$133,230.00
4.3	Schematic Design – I&C	Lump Sum	\$12,860.00
4.4	Schematic Design – Sustainability	Lump Sum	\$12,860.00
5	Schematic Design Cost Estimate	Lump Sum	\$6,640.00
6	Design Development Southwest	Lump Sum	\$191,132.50
7	Construction Documents Southwest	Lump Sum	\$334,482.00
8	Bidding and Permitting Southwest	Lump Sum	\$47,783.00
9	Construction Administration Southwest	Lump Sum	\$191,132.50
10	Civil Engineering Southwest	Lump Sum	\$144,900.00
11	Landscape Architecture Southwest	Lump Sum	\$40,000.00
12	Instrumentation & Controls Southwest	Lump Sum	\$199,460.00
13	LEED Certification Southwest	Lump Sum	\$64,780.00
Total:		Lump Sum	\$1,621,240

II. Fee Calculation

Task	Labor Cost	Expenses	Subconsultant Services	Total Cost
3.1	\$3,860.00	\$ 0.00	\$120,550.00	\$124,410.00
3.2	\$3,860.00	\$ 0.00	\$15,862.00	\$19,722.00
3.3	\$3,860.00	\$ 0.00	\$53,560.00	\$57,420.00
4.1	\$230,400.00	\$ 0.00	\$11,750.00	\$242,150.00
4.2	\$133,230.00	\$ 0.00	\$98,170.00	\$231,400.00
4.3	\$12,860.00	\$ 0.00	\$20,872.00	\$33,732.00
4.4	\$12,860.00	\$ 0.00	\$9,312.50	\$22,172.50
5	\$6,640.00	\$ 0.00	\$12,600.00	\$19,240.00
6	\$191,132.50	\$ 0.00	Included in Labor	\$191,132.50
7	\$334,482.00	\$ 0.00	Included in Labor	\$334,482.00
8	\$47,783.00	\$ 0.00	Included in Labor	\$47,783.00
9	\$191,132.50	\$ 0.00	Included in Labor	\$191,132.50
10	\$144,900.00	\$ 0.00	Included in Labor	\$144,900.00
11	\$40,000.00	\$ 0.00	Included in Labor	\$40,000.00
12	\$229,600.00	\$ 0.00	Included in Labor	\$199,460.00
13	\$64,780.00	\$ 0.00	Included in Labor	\$64,780.00
Total				\$1,963,916.50

III. Fee Limit	
Lump Sum Cost	\$1,963,916.50
Allowance	\$ 40,000.00
Total Fee	\$2,003,916.50

**ATTACHMENT 1 TO APPENDIX C - SCHEDULE
 SW, NW AND NE WRF OPERATIONS AND MAINTENANCE BUILDINGS
 CITY OF ST. PETERSBURG, FLORIDA
 PROJECT NO. 21047-111**

In addition to the schedule/milestones set forth in Appendix C, the A/E shall perform the Scope of Services set for in Attachment 1 to Appendix A in accordance with the following schedule/milestones:

Task #3 Data Collection

Kickoff Meeting	within 3 weeks of NTP
Task 3.1 Surveying	20 weeks**
Task 3.2 Environmental Report	20 weeks
Task 3.3 Geotechnical Investigation	TBD*

Task #4 Schematic Design (3 sites with either one or two Buildings per site) 8 months***


Task #5 Schematic Design Cost Estimating 2 months from Task 4 completion

Task #6 Design Development (Southwest)	3 mo. from approved Task 5
Task #7 Construction Documents (Southwest)	4 mo. from approved Task 6
Task #8 Bidding and Permitting Services (Southwest)	2 mo. from approved Task 7
Task #9 Construction Administration (Southwest)	16 months from Task 8
Task #10 Civil/Site Design (Southwest)	Concurrent with Tasks 6-9
Task #11 Landscape Architecture (Southwest)	Concurrent with Tasks 6-9
Task #12 Instrumentation & Controls (Southwest)	Concurrent with Tasks 6-9
Task #13 LEED Certification (Southwest)	Concurrent with Tasks 6-9

* Start of geotechnical testing is dependent on finalization of building, stormwater, and paving locations; demolition of certain facilities; and removal of stockpiled excavated soil.

** Surveying is dependent on City's ability to provide access to areas to be surveyed. If there are any current construction activities in those areas separate from this project, surveying will need to be coordinated around such activities. It is anticipated that surveying of each site will not be concurrent.

*** May be able to be done concurrently with Task 3. Task 4 timeframe is subject to owner availability.

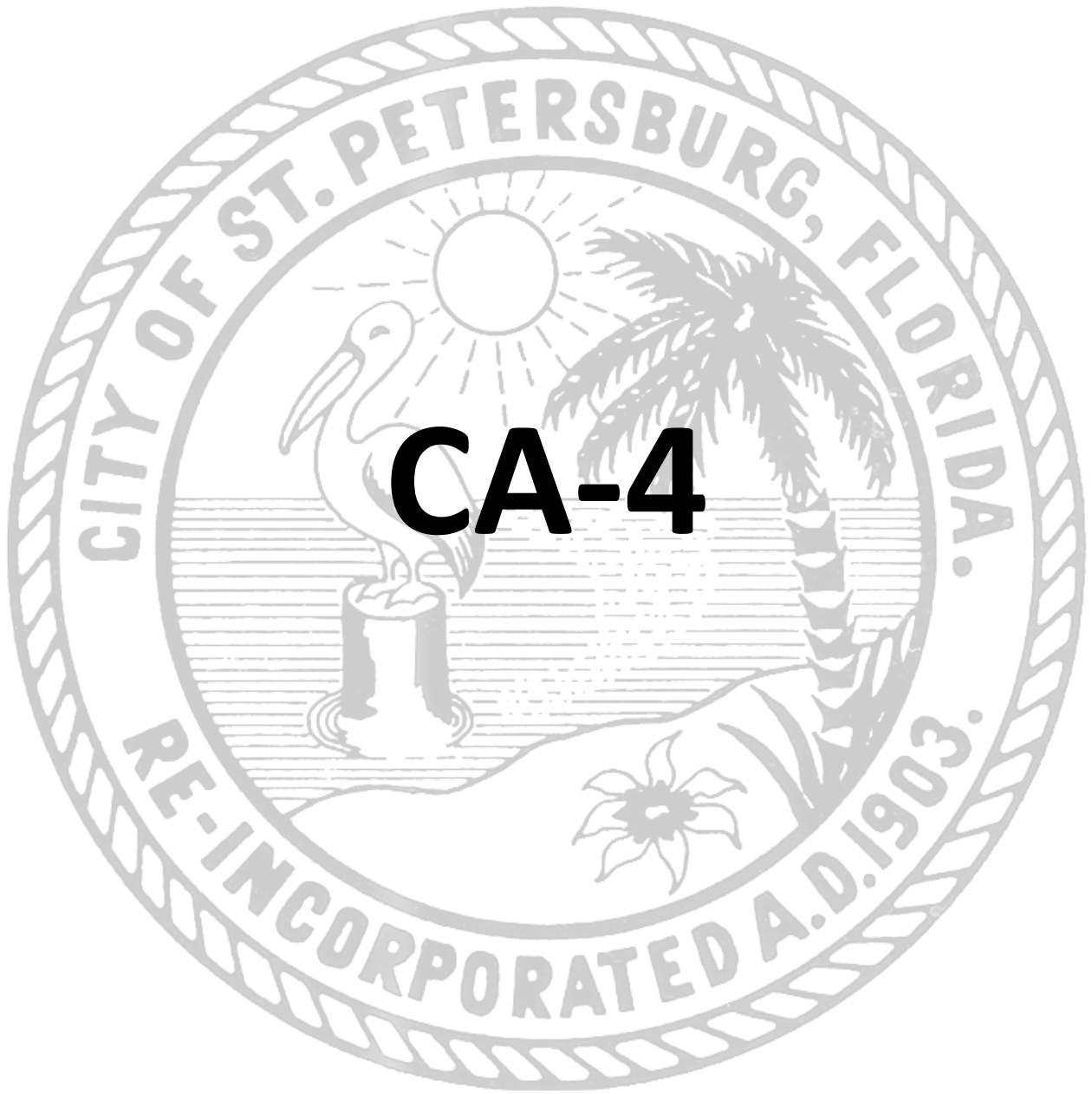
 <p style="text-align: center;">-- City of St. Petersburg Authorization Request -- General Authorization</p>					Request #
					263274
Name:	Johnson, Sarah B	Request Date:	20-MAR-2024	Status:	APPROVED

Authorization Request	
Subject:	Council Approval - 4/4
Message:	21047-111 - Harvard Jolly - WR Facility Ops - First Amendment
Supporting Documentation:	Harvard Jolly - WR Facility Ops - First Amendment - Final.pdf

	Approver	Completed By	Response	Response Date	Type
0	Johnson, Sarah B		SUBMITTED	20-MAR-2024	
1	Prayman, Brejesh B	Prayman, Brejesh B	APPROVE	20-MAR-2024	User Defined
2	Wahl, Margaret Brown	Wahl, Margaret Brown	APPROVE	20-MAR-2024	User Defined
3	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	21-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. 21-09-KCA/TB(A), as revised, to the architect/engineering agreement between the City of St. Petersburg, Florida and Kisinger Campo & Associates, Corp. (“A/E”) dated December 15, 2020, for A/E to provide continued environmental permitting services related to the Bridge 157408 62nd Ave S at Maximo Project in an amount not to exceed \$62,174.37; providing that the total Task Order, as revised and amended, shall not exceed \$509,225.75 (ECID Project No. 23080-100; Oracle No. 19183); and providing an effective date.

Please scroll down to view the backup material.



CA-4

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of April 4, 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. 21-09-KCA/TB(A), as revised, to the architect/engineering agreement between the City of St. Petersburg, Florida and Kisinger Campo & Associates, Corp. (“A/E”) dated December 15, 2020, for A/E to provide continued environmental permitting services related to the Bridge 157408 62nd Ave S at Maximo Project in an amount not to exceed \$62,174.37; providing that the total Task Order, as revised and amended, shall not exceed \$509,225.75 (ECID Project No. 23080-100; Oracle No. 19183); and providing an effective date.

EXPLANATION: Bridge No. 157408 carries 62nd Avenue South over Maximo Channel. During the May 2021 routine bridge inspection conducted by the Florida Department of Transportation (“FDOT”), the bridge was found to be structurally deficient due to delaminated areas of the underside in the prestressed sonovoid slab units in Span 5, and associated spalling with exposed and corroded prestressing strands. The City received a Prompt Corrective Action letter from FDOT which requires action by the City to repair the deficiencies identified during the inspection that made the bridge structurally deficient.

This project has been selected as a recipient of the Federal Local Government Deficient Bridge program administered by the Florida Department of Transportation (FDOT). This means that FDOT will pay 75% up to a maximum of \$3.75 million, and the City is responsible to pay for the matching 25% or \$1.25 million and 100% of the amount above \$5 million. The City elected to apply all the funds to the construction phase of this project. The FDOT Financial Project Number assigned to this project is 450609-1 and is planned for their FDOT Fiscal Year 2025 (July 1, 2024 to June 30, 2025).

The A/E shall provide engineering services, construction documents and bidding services, for the replacement of the superstructure and rehabilitation of the bent caps and retaining walls at Bridge No. 157408.

On December 15, 2020, the City of St. Petersburg, Florida (“City”) and Kisinger Campo & Associates, Corp. (“A/E”) entered into an architect/engineering agreement for A/E to provide miscellaneous professional services for Transportation and Bridge Improvement projects.

On March 23, 2023, City Council approved Task Order No. 21-09-KCA/TB(A) in the amount of \$447,051.38 which provided construction documents and bidding services for the Bridge 157408 62nd Ave S at Maximo Project. The Task Order included a \$15,000 allowance to be authorized if any unforeseen conditions are experienced while performing the work.

On April 6, 2023, Administration approved Revision No. 1 to Task Order No. 21-09-KCA/TB(A) in the amount of \$15,000.00 (from the Allowance) which provided continued environmental permitting services for the Project.

Amendment No. 1 to Task Order No. 21-09-KCA/TB(A) in the amount of \$62,174.37 shall provide continued environmental permitting services for the Project. This Amendment includes an additional \$15,000 allowance to be authorized if any unforeseen conditions are experienced while performing the work.

Task Order No. 21-09-KCA/TB(A), Revision No. 1 and Amendment No. 1 include the following phases and associated not to exceed costs respectively:

		Approved	Authorized
Task Order	Project Management/General Tasks	\$ 34,131.90	\$ 34,131.90
	Public Involvement	\$ 42,790.53	\$ 42,790.53
	Structural Design Services	\$235,857.05	\$235,857.05
	Roadway Design Services	\$ 41,319.69	\$ 41,319.69
	Lighting and Signing & Pavement Marking Design Services	\$ 19,267.94	\$ 19,267.94
	Environmental Permitting	\$ 5,596.78	\$ 5,596.78
	Survey/Utility Coordination/SUE	\$ 39,168.62	\$ 39,168.62
	Bidding Assistance and Recommendation of Award Allowance	\$ 13,918.87	\$ 13,918.87
		\$ 15,000.00	
Revision No. 1	Environmental Permitting – Continued Services		\$ 15,000.00
Amendment No. 1	Environmental Permitting – Continued Services Allowance	\$ 47,174.37	\$ 47,174.37
		\$ 15,000.00	
	Total	\$ 509,225.75	\$ 494,225.75

A/E services during the construction phase will be provided to Council for approval as an Amendment to this Task Order.

Contractor costs for the improvements will be provided to Council for approval as a separate Agreement.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 21-09-KCA/TB(A), as revised, to the architect/engineering agreement between the City of St. Petersburg, Florida and Kisinger Campo & Associates, Corp. (“A/E”) dated December 15, 2020, for A/E to provide continued environmental permitting services related to the Bridge 157408 62nd Ave S at Maximo Project in an amount not to exceed \$62,174.37; providing that the total Task Order, as revised and amended, shall not exceed \$509,225.75 (ECID Project No. 23080-100; Oracle No. 19183); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Citywide Infrastructure Capital Improvement Fund (3027) 157408 62nd AS at Maximo Project (19183).

ATTACHMENTS: Resolution
Amendment No. 1 to Task Order No. 21-09-KCA/TB(A)
Map

RESOLUTION 2024-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO. 21-09-KCA/TB(A), AS REVISED, TO THE ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND KISINGER CAMPO & ASSOCIATES, CORP. (“A/E”) DATED DECEMBER 15, 2020, FOR A/E TO PROVIDE CONTINUED ENVIRONMENTAL PERMITTING SERVICES RELATED TO THE BRIDGE 157408 62ND AVE S AT MAXIMO PROJECT IN AN AMOUNT NOT TO EXCEED \$62,174.37; PROVIDING THAT THE TOTAL TASK ORDER, AS REVISED AND AMENDED, SHALL NOT EXCEED \$509,225.75 (ECID PROJECT NO. 23080-100; ORACLE NO. 19183); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida (“City”) and Kisinger Campo & Associates, Corp. (“A/E”) executed an architect/engineering agreement on December 15, 2020 for A/E to provide work of a specified nature as outlined in the agreement on a continuing basis related to miscellaneous Transportation and Bridge Improvement Projects; and

WHEREAS, on March 2, 2023, City Council approved Task Order No. 19-09-SCS/ENV(A) (“Task Order”) for A/E to provide (i) project management, (ii) public involvement, (iii) structural design, (iv) roadway design, (v) lighting, signing and pavement marking design, (vi) environmental permitting services, (vii) survey/utility coordination/subsurface utility engineering, and (viii) bidding assistance including recommendation of construction award related to the Bridge 157408 62nd Ave S at Maximo Project in an amount not to exceed \$447,051.38, which amount included a \$15,000 allowance; and

WHEREAS, on April 6, 2023, Administration approved Revision No. 1 to the Task Order for A/E to provide continued environmental permitting services for the Project in an amount not to exceed \$15,000 (from the allowance); and

WHEREAS, Administration desires to issue Amendment No. 1 to the Task Order, as revised, for A/E to provide continued environmental permitting services related to the Project in an amount not to exceed \$62,174.37.

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. 21-09-KCA/TB(A), as revised, to the architect/engineering agreement between the City of St. Petersburg, Florida and Kisinger Campo & Associates, Corp. (“A/E”) dated

December 15, 2020 for A/E to provide continued environmental permitting services related to the Bridge 157408 62nd Ave S at Maximo Project in an amount not to exceed \$62,174.37.

BE IT FURTHER RESOLVED that the total Task Order, as revised and amended, shall not exceed \$509,225.75.


This Resolution shall become effective immediately upon its adoption.

LEGAL:



00732853

DEPARTMENT:



MEMORANDUM

CITY OF ST. PETERSBURG

Engineering and Capital Improvements Department

DATE: April 4, 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: Kisinger Campo & Associates, Corp.
Amendment No. 1 to Task Order No. 21-09-KCA/TB(A) in the amount of \$62,174.37

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 survey, structural and roadway design, public outreach, permitting, and bidding services for the major rehabilitation of Bridge No. 157408, 62nd Ave S over Maximo Channel.

Kisinger Campo & Associates, Corp. has satisfactorily performed bridge rehabilitation and replacement design and construction documents for numerous projects of similar scope and complexity. They have also performed work under the FDOT Local Government Deficient Bridge program and understand its requirements within this project.

Kisinger Campo & Associates, Corp. has satisfactorily completed similar work under previous A/E Annual Master Agreements in 2016 and is familiar with the City Standards.

Kisinger Campo & Associates, Corp. has significant experience in the design, permitting and construction phase activities of bridge structures and facilities.

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

2. Transaction Report listing current work – See Attachment A

ATTACHMENT A

Transaction Report for

Kisinger, Campo & Associates, Corp.

Miscellaneous Professional Services for Stormwater Management, Transportation and Bridge Improvement Projects

A/E Agreement Effective - December 15, 2020

A/E Agreement Expiration - December 31, 2024

Task Order No.	Project No.	Project Title	NTP Issued	Authorized Amount
01	21053-110	Snell Isle BDR/BHR Revision No. 1 Amendment No. 1	02/24/21 08/29/22 11/08/22	198,977.39 9,724.93 115,986.40
02	21110-110	8th Street Culvert Inspection	02/24/21	13,602.12
03		Task Order cancelled prior to authorization		
04	21006-110	Load Rating Services - Bridge Nos. 100 and 157408	08/23/21	8,010.76
05	21089-110	54th Ave N and 4th St N Culvert Inspection	Pending	
06	22039-110	North Yacht Basin - West Seawall Replacement	11/30/21	9,988.80
07	22092-110	North Yacht Basin, West Seawall - Structural Inspection	03/16/22	13,008.56
08	20092-210	Bridge Replacement at Venetian Blvd	10/19/22	524,816.44
09	23080-110	62nd Ave S Bridge Rehab Revision No. 1 Amendment No. 1	04/06/23 12/28/23 Pending	432,051.38 15,000.00
10	23086-110	General Support Services	02/13/23	60,000.00
11	23148-100	Cross Bay Ferry Dock	09/26/23	7,822.44
			Total:	1,408,989.22

AMENDMENT NO. 1 TO TASK ORDER NO. 21-09-KCA/TB(A)
62nd AVENUE BRIDGE REHABILITATION – BRIDGE NO. 157408
MISCELLANEOUS PROFESSIONAL SERVICES FOR TRANSPORTATION AND
BRIDGE IMPROVEMENT PROJECTS
CITY PROJECT NO. 23080-100

This Amendment No. 1 to Task Order No. 21-09-KCA/TB(A) is made and entered into this _____ day of _____, 2024, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR TRANSPORTATION AND BRIDGE IMPROVEMENT PROJECTS dated December 15, 2020 (“Agreement”) between Kisinger Campo & Associates, Corp. (“A/E”), and the City of St. Petersburg, Florida (“City”), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

Bridge No. 157408 carries 62nd Avenue South over Maximo Channel. During the May 2021 routine bridge inspection conducted by the A/E for the Florida Department of Transportation (FDOT), the bridge was found to be structurally deficient due to delaminated areas of the underside in the prestressed sonovoid slab units in Span 5, and associated spalling with exposed and corroded prestressing strands. The City received a Prompt Corrective Action letter from FDOT which requires action by the City to repair the deficiencies identified during the inspection that made the bridge structurally deficient.

This project has been selected as a recipient of the Federal Local Government Deficient Bridge program administered by the Florida Department of Transportation (FDOT). This means that FDOT will pay 75% up to a maximum of \$3.75 million, and the City is responsible to pay for the matching 25% or \$1.25 million and 100% of the amount above \$5 million. The City elected to apply all the funds to the construction phase of this project. The FDOT Financial Project Number assigned to this project is 450609-1 and is planned for their Fiscal Year 2025 (July 1, 2024, to June 30, 2025).

The A/E shall provide engineering services for the replacement of the superstructure and rehabilitation of the bent caps and retaining walls at Bridge No. 157408. The A/E performed a load analysis in September 2021 of the deteriorated structure and will complete an updated load rating in accordance with the rehabilitation activities once construction is phased and completed.

For this Amendment No. 1 to the Task Order, the A/E will perform additional Environmental documentation/permitting services. The project is a Local Agency Project (LAP) being reviewed and funded by the Florida Department of Transportation (FDOT). LAP projects are federally funded and must comply with the National Environmental Policy Act (NEPA). Coordination with FDOT resulted in their request for additional environmental documentation for this project, which is needed to support consultation with environmental resource agencies.

FDOT consultation with the U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS) is required to support a Type 1 Categorical Exclusion (CE1) to comply with NEPA. This consultation, and the required supplemental documentation, will focus on potential project related effects on protected species and their habitats as well as wetlands and marine resources, including Essential Fish Habitat (EFH).

While only bridge deck replacement is currently proposed, these resource agencies are principally concerned with potential effects resulting from in-water work, such as construction supported by barge, motor vessels, or floating work platforms.

II. SCOPE OF SERVICES

Task 6 - Environmental Permitting – Additional Services

Task 6.1 - Environmental Field Review

The A/E shall perform a field review of the project site to document environmental conditions. This will include collecting environmental information about the project area and vicinity, delineating the limits, and characterizing existing wetland habitats (e.g., mangroves) and submerged communities (e.g., seagrasses) within the right of way (ROW).

Note that the period for performing seagrass surveys, which extends from June 1 to September 30, has passed. However, efforts will be made to document the existing limits of seagrasses within the ROW prior to the 2024 survey window, so these limits can be shown on the plans to exclude work and contractor access into these areas. To facilitate consultation with environmental resource agencies, FDOT has requested that a seagrass survey in accordance with current state and federal guidelines be performed within the referenced season (see Task 4).

Task 6.2 - Environmental Documentation

The A/E shall compile the results of the field investigations, including type and location of wetlands, surface waters and submerged environmental resources as well as observations of wildlife and protected species. The A/E shall prepare a Natural Resource Evaluation (NRE) report to support FDOT resource agency consultation and environmental permit application or exemption verification. The NRE will document existing conditions within the project area (e.g., soils, land use, wetlands, protected species) and include an analysis of impacts to wetlands and potential effects to protected species and their habitats that may result from the project. The NRE will also document impacts to wetlands, surface waters, protected species and their habitats, and EFH. Due to the anticipated minor impacts resulting from the project, a detailed EFH analysis is not anticipated to be required and is not included in this scope of services.

Task 6.3 - Environmental Permitting

The A/E shall review project information related to environmental permitting and evaluate environmental permitting requirements of the project.

The U.S. Army Corps of Engineers (USACE) does not regulate bridge repair activities and federal authorization from the USACE is not expected to be required. The A/E will meet with the USACE in a pre-application meeting to determine ultimate permitting requirements. Since the project will involve FDOT consultation with federal resource agencies, a USACE permit application will be prepared and submitted requesting verification that no permit is required (NPR) or issuance of a nationwide permit (NWP).

The A/E shall perform periodic coordination with FDOT, environmental resource and regulatory agencies during the permitting process.

The A/E will periodically advise the City of the status of permitting activities and send copies of all letters and correspondence related to project permitting to the City.

Note the Original Scope (Task Order No. 21-09-KCA/TB[C]) included the following that will be completed during the permitting task associated with these supplemental services: *The project as currently proposed appears to be exempt from Environmental Resource Permit (ERP) regulations, pursuant to Rule 62-330.051(4)(e), F.A.C. The A/E will perform a site visit to establish the wetland jurisdictional line in accordance with Chapter 62-340, F.A.C. The A/E will prepare a Southwest Florida Water Management District (SWFWMD) Request for Verification of Exemption and electronically submit it to SWFWMD for review and approval. A Draft Exemption Verification Package will be prepared and submitted to the CITY for review prior to submittal to the SWFWMD. The CITY will pay the exemption verification fee (\$100.00).*

Task 6.4 - Seagrass Survey

Based on communication with the FDOT, a seagrass survey will be required to be performed within the survey season (June 1 to September 30). The A/E shall perform a seagrass survey to document the limits of, and characterize, the submerged aquatic vegetation (SAV) communities within the ROW. The seagrass survey will be performed in accordance with current state and federal guidelines during the seagrass survey season.

Task 6.5 - Seagrass Technical Memorandum

The A/E shall prepare a Seagrass Technical Memorandum in accordance with state and federal guidelines. The Seagrass Technical Memorandum will document the limits of seagrasses within the ROW and will also characterize the submerged aquatic vegetation (SAV) communities within the ROW. Potential impacts to SAV will also be documented.

Task 6.6 - Project Management and Coordination

The A/E shall provide project management and coordination with the City and custodial maintenance of project files.

Task 6.7 - Contamination Screening and Materials Testing

The A/E shall provide a contamination screening and materials testing as outlined in the attached scope of services provided by Tierra, Inc.

III. SCHEDULE

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

	<u>Number of Days from NTP</u>
Task 6.1 – Environmental Field Review	30
Task 6.2 – Environmental Documentation - NRE	90
Task 6.3 – Environmental Permitting	120
Task 6.4 – Seagrass Survey	On or about June 1, 2024
Task 6.5 – Seagrass Technical Memorandum	60 days after Task 4
Task 6.6 – Project Management and Coordination	240
Task 6.7 – Contamination and Materials Reports	60

IV. A/E'S RESPONSIBILITIES

The A/E shall perform services outlined in Section II, Scope of Services.

V. CITY'S RESPONSIBILITIES

The following participation by the City is anticipated under this Scope of Services:

- Provide access to the bridge site, if necessary.
- Review and comment on the A/E's deliverables within seven (7) calendar days of submittal.
- Attend and participate in any project meetings, as necessary.

VI. DELIVERABLES

Deliverables will be created and submitted in a digital format matching industry standards. Calculations, reports, and project documentation will be submitted in portable document format (.pdf).

The following deliverables are included in this scope of services:

- Draft and Final Natural Resource Evaluation
- Draft and Final USACE Permit Application
- Draft and Final Seagrass Technical Memorandum
- Draft and Final Contamination Technical Memo
- Draft and Final Materials Testing Report

VII. A/E'S COMPENSATION

The A/E was authorized the lump sum amount of \$432,051.38 under the original Task Order for Tasks 1 through 7 (a separate additional Allowance of \$15,000 was not authorized).

Revision No. 1 to the Task Order authorized the A/E the lump sum amount of \$15,000 (from the Allowance) for continued services to Task 6.

For this Amendment No. 1, the City shall compensate the A/E the lump sum amount of **\$47,174.37** for additional services to Task 6, per Appendix A.

This Amendment 1 establishes 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 Amendment.

The total Task Order amount for Amendment No. 1 is **\$62,174.37**, per Attachment 1 to Appendix A.

The total Task Order amount including Revision No. 1 and Amendment No. 1 shall not exceed **\$509,225.75**.

VIII. PROJECT TEAM

Kisinger Campo & Associates, Corp. – Responsible for seagrass survey and ecological documentation, preparation of the Natural Resources Evaluation (NRE), USACE permit application and Seagrass Technical Memorandum and project management services.

Tierra, Inc. – Responsible for contamination testing and documentation for asbestos containing material (ACM), lead-based paint (LBP) and other potential contamination services.

IX. MISCELLANEOUS

In the event of a conflict between this Amendment No. 1 to Task Order and the Agreement, the Agreement shall prevail.

IN WITNESS WHEREOF the Parties have caused this Amendment No. 1 to Task Order to No. 21-09-KCA/TB(A) be executed by their duly authorized representatives on the day and date first above written.

Kisinger Campo & Associates, Corp.

(Company Name)

By: 

(Signature)

Principal CEO

(Printed Name and Title)

Date: March 5, 2024

CITY OF ST. PETERSBURG, FLORIDA

ATTEST

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

By: _____
Chandrahasa Srinivasa, City Clerk

(SEAL)

DATE: _____

APPROVED AS TO FORM FOR CONSISTENCY
WITH THE STANDARD TASK ORDER.
NO OPINION OR APPROVAL OF THE SCOPE
OF SERVICES IS BEING RENDERED BY
THE CITY ATTORNEY'S OFFICE

By: _____
City Attorney (Designee)

APPENDIX A
Work Task Breakdown
City of St. Petersburg
62nd Abe S Bridge Rehabilitation - Bridge No. 157408
Environmental NEPA Supplemental Support
Project No. 23080-100

I. Manpower Estimate: All Tasks

Direct Labor Rates Classifications		Project Manager	Chief Engineer	Senior Engineer	Engineer 2	Engineer 1	Senior Designer	Engineer Intern	Chief Scientist	Senior Scientist	Scientist	Total Hours	Labor Cost		
Direct Salary		\$ 75.00	\$ 84.65	\$ 70.80	\$ 63.73	\$ 45.71	\$ 43.11	\$ 32.65	\$ 66.99	\$ 49.65	\$ 26.13				
Multiplier/Overhead 2.0298		\$ 152.24	\$ 171.82	\$ 143.71	\$ 129.36	\$ 92.78	\$ 87.50	\$ 66.27	\$ 135.98	\$ 100.78	\$ 53.04				
Billing Rates ¹		\$ 227.24	\$ 256.47	\$ 214.51	\$ 193.09	\$ 138.49	\$ 130.61	\$ 98.92	\$ 202.97	\$ 150.43	\$ 79.17				
TASK															
6.1	Environmental Field Review								2	6	6	14	\$ 1,783.52		
6.2	Environmental Documentation - NRE								16	36	16	68	\$ 9,929.62		
6.3	Environmental Permitting and Agency Coordination								24	32	24	80	\$ 11,584.99		
6.4	Seagrass Survey								8	10	8	26	\$ 3,761.38		
6.5	Seagrass Technical Memorandum								12	24	12	48	\$ 6,995.93		
6.6	Project Management and Coordination								6	6		12	\$ 2,120.38		
6.7	Contamination Screening and Materials Testing	4			8							12	\$ 2,453.65		
Totals		4	0	0	8	0	0	0	68	114	66	260	\$ 38,629.47		

II. Fee Calculation

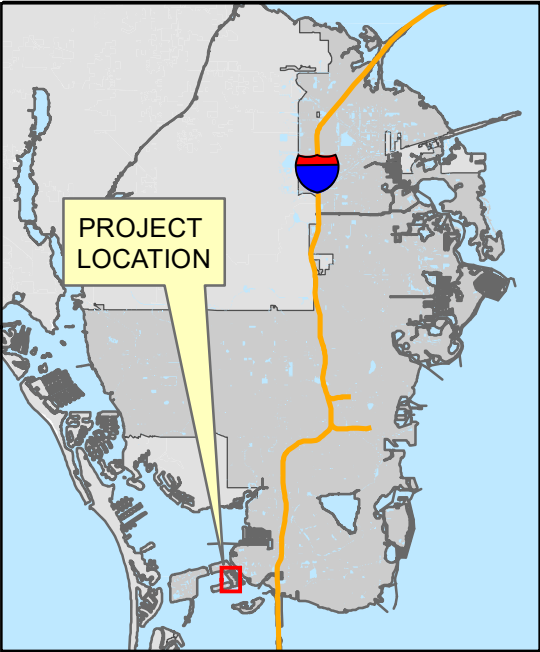
Task	Labor Cost	Expenses ²	Subconsultant Services	Mark-up on Subconsultant Services ³	Total Cost Without Allowance
6.1	\$1,783.52	\$0.00	\$0.00	\$0.00	\$1,783.52
6.2	\$9,929.62	\$0.00	\$0.00	\$0.00	\$9,929.62
6.3	\$11,584.99	\$0.00	\$0.00	\$0.00	\$11,584.99
6.4	\$3,761.38	\$0.00	\$0.00	\$0.00	\$3,761.38
6.5	\$6,995.93	\$0.00	\$0.00	\$0.00	\$6,995.93
6.6	\$2,120.38	\$0.00	\$0.00	\$0.00	\$2,120.38
6.7	\$2,453.65	\$0.00	\$8,138.00	\$406.90	\$10,998.55
Total	\$38,629.47	\$0.00	\$8,138.00	\$406.90	\$47,174.37

III. Fee Limit

Lump Sum Cost	\$47,174.37
Allowance⁴	\$15,000.00
Total:	\$62,174.37

IV. Notes:

1. Rates per Agreement.
2. Includes expenses for:
3. Includes 5 percent markup of SUBCONSULTANT.
4. Allowance to be used only upon City's written authorization.




Document Path: S:\ArcGIS\2023\ENG\23080-100 62nd Ave S Bridge Rehab.mxd

ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT CITY OF ST PETERSBURG	
APPROVED BY:	DATE: 1/12/2023

**62nd Ave S Bridge Rehabilitation - Bridge No. 157408
Project No. 23080-100**

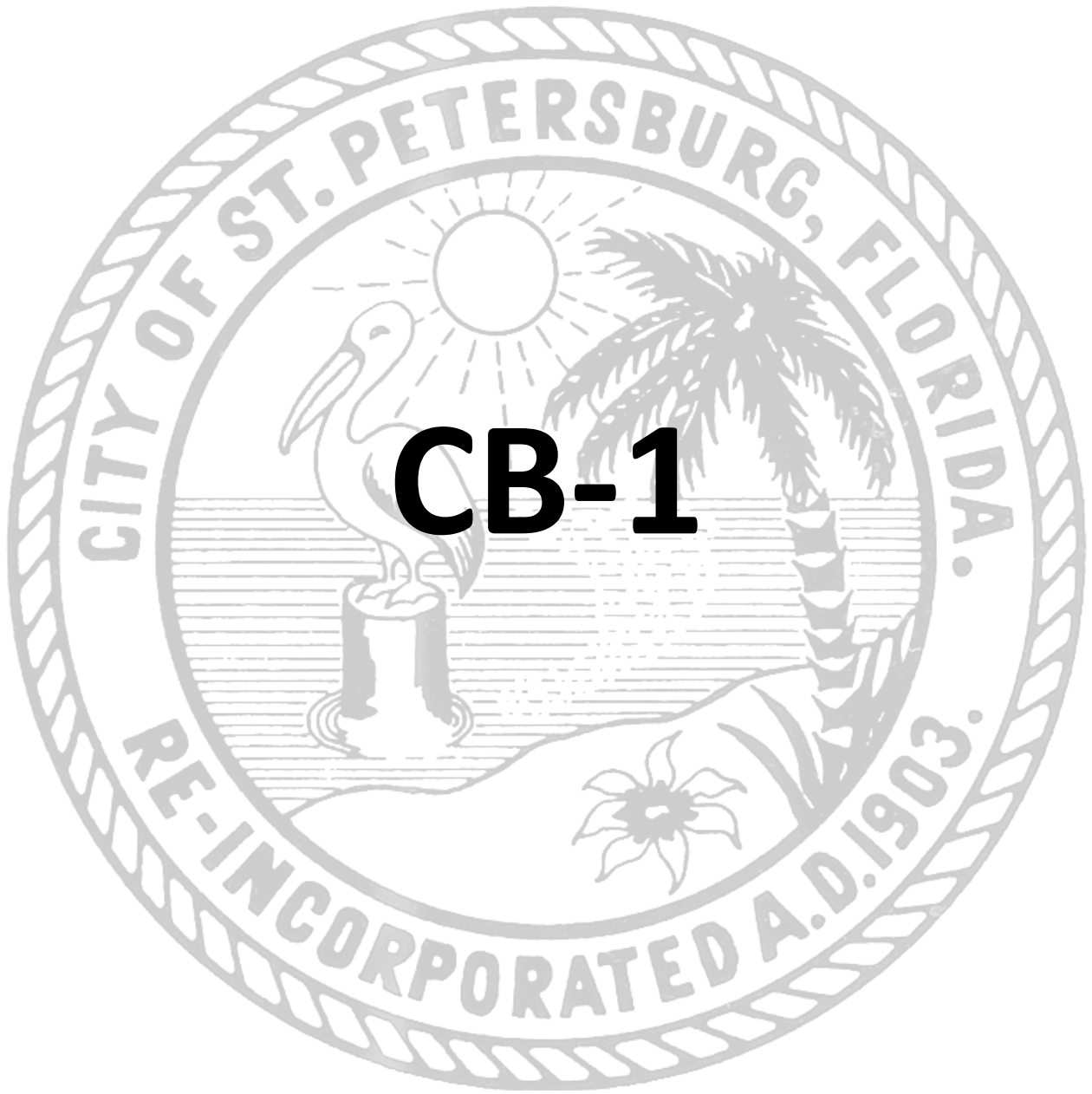


 <p style="text-align: center;">-- City of St. Petersburg Authorization Request -- General Authorization</p>					Request #
					263466
Name:	Johnson, Sarah B	Request Date:	21-MAR-2024	Status:	APPROVED

Authorization Request	
Subject:	Council Approval - 4/4
Message:	23080-100 - Kisinger Campo - 62nd Ave S Bridge - TO Amend 1
Supporting Documentation:	Kisinger Campo - 62nd Ave S Bridge - TO Amend 1 - Final.pdf

	Approver	Completed By	Response	Response Date	Type
0	Johnson, Sarah B		SUBMITTED	21-MAR-2024	
1	Prayman, Brejesh B	Prayman, Brejesh B	APPROVE	21-MAR-2024	User Defined
2	Wahl, Margaret Brown	Wahl, Margaret Brown	APPROVE	21-MAR-2024	User Defined
3	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	21-MAR-2024	User Defined

The following page(s) contain the backup material for Agenda Item: Accepting a proposal from Matrix Consulting Group, Ltd., for a management evaluation study of the St. Petersburg Fire Rescue Department in the amount of \$103,000.
Please scroll down to view the backup material.



CB-1

**ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of April 4, 2024**

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

Subject: Accepting a proposal from Matrix Consulting Group, Ltd., for a management evaluation study of the St. Petersburg Fire Rescue Department in the amount of \$103,000.

Explanation: The Procurement and Supply Management Department received two proposals for a management evaluation of the St. Petersburg Fire Rescue Department.

The two proposals were received from:

#	Offerors	Amount
1	Matrix Consulting Group, Ltd.	\$103,000
2	Mauldin & Jenkins LLC	\$219,675

The proposals were evaluated by the Budget, Finance and Taxation subcommittee (“BF&T”) of City Council. The proposals were evaluated based on the following criteria:

- Experience of the firm
- Qualifications and technical competence
- Capacity to accomplish the work
- Past performance on similar contracts
- Schedule
- Cost or price

On February 1, 2024, City Council approved the BF&T Committee Chair and City Administration to negotiate an agreement with Matrix Consulting Group, Ltd to conduct a management evaluation of the St. Petersburg Fire Rescue Department in accordance with Section 4.05 (b)(1) of the City Charter. That section states in part that “City Council, at any time, shall be permitted to conduct a management evaluation, by a professional consultant, of the administrative activities of the city, or any portion thereof, under the direction of City Council. The purpose of the evaluation is to review the efficiency, and effectiveness of the operations of the St. Petersburg Fire Rescue Department, and to form an opinion and report on the department’s operations and make recommendations on how they may be improved, make site-specific recommendations, and detail appropriate modifications to enhance efficiency.

The Budget, Finance and Taxation subcommittee of City Council, recommends award to:

Matrix Consulting Group, Ltd. (San Mateo, California)..... \$103,000

Matrix Consulting Group, Ltd. has met the specifications, terms, and conditions of RFP No. 24-023, dated November 9, 2023. The company is headquartered in California and has been in business since 2003. The Bradenton, Florida office will provide assistance in performing the management evaluation. It has satisfactorily provided these services for the City of St. Petersburg and other municipalities, such as the City of Clearwater, in the past. An agreement will be issued and will be binding only for actual services rendered.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), City Council Department, City Council Division (010-1001).

Attachments: Agreement (20 pages)
Resolution

AGREEMENT

THIS AGREEMENT, (“Agreement”) is made and entered into on the [Click here to enter text.](#) day of [Click here to enter text.](#), 20[Click here to enter text.](#) (“Effective Date”), by and between Matrix Consulting Group, Ltd (“Contractor”) and the City of St. Petersburg, Florida, (“City”) (collectively, “Parties”).

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. **Contractor Duties.** Contractor shall perform the scope of services set forth in Appendix A of this Agreement (“Scope of Services”) for the City in full and complete accordance with this Agreement and the schedule and deadlines set forth in Appendix A. Appendix A is attached hereto and made a part hereof. Without limiting the generality of the foregoing, Contractor shall provide, and shall report to the City on, a management evaluation of the City’s Fire Rescue Department.

2. **Agreement Components.**
 - A. The agreement components are this Agreement, the appendices to this Agreement, the purchase order issued by the City pursuant to this Agreement (“Purchase Order”), and the following documents, which are made a part hereof by reference (“Other Documents”):
 - (i) RFP 24-023 dated November 9, 2023 (“Document 1”)
 - (ii) Offeror’s Proposal dated December 12, 2023 (“Document 2”)

 - B. In the event of an inconsistency or conflict between or among the documents referenced in this Agreement, the following order of precedence governs: (i) this Agreement, exclusive of its appendices, (ii) the appendices to this Agreement, (iii) the Purchase Order, and (iv) the Other Documents. In the event of an inconsistency or conflict between or among the Other Documents, the order of precedence is the order the documents are listed above (e.g. Document 1 governs over Document 2, Document 2 governs over Document 3, etc.).

3. **Term.** The term of this Agreement commences on the Effective Date and remains in full force and effect until Contractor has performed its obligations under this Agreement and the City has accepted all services in accordance with this Agreement.

4. **Payment.** Provided Contractor faithfully performs its obligations contained in this Agreement, the City shall pay Contractor for the services rendered in accordance with the fee schedule set forth in Appendix B (“Pricing”); provided, however, that the City is not required to pay Contractor for services unless they conform to the requirements of this

Agreement, and further provided that the total amount paid to Contractor pursuant to this Agreement, which is be inclusive of any out-of-pocket expenses (including but not limited to transportation, mileage, lodging, and meals) must not exceed [Click here to enter text.](#) dollars (\$[Click here to enter text.](#)) (“Total Contract Price”). The Pricing and the Total Contract Price may be increased only in strict accordance with this Agreement. Contractor shall invoice the City in accordance with Appendix B, and the City shall pay each invoice within thirty (30) days after receipt (provided Contractor is in compliance with the terms and conditions of this Agreement).

5. Indemnification.

- A. Contractor 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 Contractor, its employees, agents, representatives or subcontractors; or
 - (ii) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or
 - (iii) Any negligent act or omission of the Contractor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Contractor, 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 Contractor, its employees, agents, representatives, or subcontractors; or
 - (v) Contractor’s failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).
- B. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and the provisions of this paragraph 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. Contractor shall maintain the following minimum types and amounts of insurance throughout the term 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 must include coverage for bodily injury, property damage, personal and advertising injury, products and completed operations, and contractual liability under this Agreement.
 - (ii) Commercial automobile liability insurance of \$1,000,000 combined single limit covering all owned, hired and non-owned vehicles.
 - (iii) 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.
 - (iv) Professional Liability Insurance. Errors and omissions liability insurance appropriate to Contractor's profession with a minimum limit of \$1,000,000 per occurrence. If coverage is on a "Claims Made" basis, it must include the Retro date of coverage.
- B. All of Contractor's insurance policies, except Workers' Compensation, must name the Indemnified Parties as additional insureds.
- C. All policies must provide that the City will be provided notice at least thirty (30) days prior to any cancellation, reduction or material change in coverage.
- D. Contractor shall provide the City with Certificates of Insurance on a standard ACORD form, or similar form acceptable to the City, reflecting all required coverage. At the City's request, Contractor shall provide copies of current policies with all applicable endorsements.
- E. All insurance required must be on a primary and noncontributory basis and must be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then-current edition of AM Best's Rating Services, or similar rating agency acceptable to the City.
- F. If the insurance carried by Contractor has broader coverage than required in this Agreement, then that broader coverage, including but not limited to additional insured requirements, is deemed to be the requirement in this Agreement. If Contractor's insurance limits are greater than the minimum limits set forth herein, then Contractor's insurance limits are deemed to be the required limits in this

Agreement.

- G. Contractor 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.
 - H. The City reserves the right to change or alter the above insurance requirements as it deems necessary.
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 must be in writing and will be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CITY:

City of St. Petersburg
Office of the City Auditor
P. O. Box 2842
St. Petersburg, FL 33731
Phone: 727-893-7510
Attention: Boriana Pollard, City Auditor

CONTRACTOR:

Matrix Consulting Group, Ltd.
Attn: Richard Brady, President
1650 S. Amphlett Blvd, Suite 213
San Mateo, CA 94402
Phone: 650-858-0507

- 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 will 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.** Contractor may not make any assignment of this Agreement without the prior

written consent of the City. Any assignment of this Agreement contrary to this paragraph is void and confers no rights upon the assignee.

11. **Termination.**

- A. This Agreement may be terminated at any time by the City for convenience upon thirty (30) days written notice to Contractor.
- B. The City may terminate this Agreement upon written notice to Contractor in the event the Contractor defaults on any of the terms and conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from the City specifying the default; provided, however, that the City may immediately terminate this Agreement, without providing the Contractor with notice of default or an opportunity to cure, if the City determines that the Contractor has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.
- C. The City may terminate this Agreement as provided in Florida Statute section 287.135 and 448.095.
- D. Termination of this Agreement acts as a termination of the Purchase Order and the Other Documents.

12. **Governing Law and Venue.** The laws of the State of Florida govern this Agreement. Venue for any action brought in state court must be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court must be in the Middle District of Florida, Tampa Division, unless a division is created in St. Petersburg or Pinellas County, in which case the action must be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

13. **Amendment.** This Agreement may be amended only in writing executed by the Parties.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them.

15. **Compliance with Laws.** The Contractor shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida laws regarding public records. Contractor hereby makes all certifications required under Florida Statute section 287.135. Contractor shall also comply with all applicable City policies and procedures.

16. **Third Party Beneficiary.** Notwithstanding anything to the contrary contained in this

Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.

17. **No Liens.** Contractor 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 Contractor, or to anyone using City property through or under Contractor. Nothing contained in this Agreement may 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.
18. **No Construction against Preparer of Agreement.** This Agreement has been prepared by the City and reviewed by the Contractor and its professional advisors. The City, Contractor and Contractor's professional advisors believe that this Agreement expresses their agreement and that it may not be interpreted in favor of either the City or the Contractor or against the City or the Contractor merely because of their efforts in preparing it.
19. **Use of Name.** Subject to the requirements of Florida laws regarding public records, neither party may use the other party's name in conjunction with any endorsement, sponsorship, or advertisement without the written consent of the named party, except that Contractor may refer to the City in client lists.
20. **Non-appropriation.** The obligations of the City as to any funding required pursuant to this Agreement are 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 is not prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge will be prior and superior to any obligation of the City pursuant to this Agreement.
21. **City Consent and Action.** For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City means the approval of City Council, and any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by City Council.
22. **Captions.** Captions are for convenience only and do not control or affect the meaning or construction of any of the provisions of this Agreement.
23. **Books and Records.** Contractor shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records with respect to this Agreement must be kept by Contractor 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 may be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.
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, survive such expiration or earlier termination.

25. **Force Majeure.** In the event that either party hereto is delayed or hindered in or prevented from the performance required hereunder by reason of acts of God, failure of power, public health emergencies, strikes, lockouts, labor troubles, riots, war, insurrection, or other reason of like nature not the fault of the party (“Permitted Delay”), such party will be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay will be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.
26. **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 may be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement will 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 Contractor does not constitute a waiver of the requirement for obtaining the City’s consent respecting any subsequent action.
27. **Permits and Licenses.** Contractor shall obtain any and all necessary permits, licenses, certifications and approvals which may be required by any government agency in connection with Contractor’s performance of this Agreement. Upon request of the City, the Contractor shall provide the City with written evidence of such permits, licenses, certifications and approvals.
28. **Successors and Assigns.** This Agreement inures to the benefit of and is enforceable by and against the Parties, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization.
29. **Subcontract.** The hiring or use of outside services or subcontractors in connection with the performance of Contractor’s obligations under this Agreement is not permitted without the prior written approval of the City, which approval may be withheld by the City in its sole and absolute discretion. Contractor shall promptly pay all subcontractors and suppliers.
30. **Relationship of Parties.** Nothing contained herein may 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, may be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.

31. **Contract Adjustments.**

- A. Either party may propose additions, deletions or modifications to the Scope of Services (“Contract Adjustments”) in whatever manner such party determines to be reasonably necessary for proper compliance with this Agreement. Proposals for Contract Adjustments must be submitted to the non-requesting party in the form agreed to by the Parties. Contract Adjustments must be effectuated through amendments to this Agreement made in accordance with this Agreement.
- B. There may be no increase in the Pricing or the Total Contract Price on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of Contractor or its employees, agents or subcontractors to properly perform their obligations and functions under this Agreement.
- C. In the event Contractor proposes a Contract Adjustment and the City does not approve such Contract Adjustment, Contractor will continue to perform the original Scope of Services in accordance with the terms and conditions of this Agreement.
- D. Notwithstanding anything to the contrary contained in this Agreement, there may be no increase in the Pricing or the Total Contract Price except pursuant to an amendment to this Agreement made in accordance with this Agreement.

32. **City Data.** All data, documents and other City property shall remain the exclusive property of the City. Contractor agrees that such City property shall be used solely for the purpose of performing the Scope of Services. Contractor is responsible for the safekeeping of such property and, if the City so requests, Contractor shall sign and deliver a written, itemized receipt therefore. Upon conclusion of the Scope of Services, all such property shall be returned to the City.

33. **Deliverables.** The City will solely own all right, title and interest in and to the deliverables provided pursuant to this Agreement (“Deliverables”), including but not limited to patent, copyright, trademark and other intellectual property rights therein. Contractor shall take all actions necessary to assure that such title vests in the City.

34. **Acceptance.** After notice from Contractor that it has performed the services required pursuant to this Agreement, the City shall issue written acceptance upon the City’s confirmation that the services and Deliverables have been provided in accordance the terms and conditions of this Agreement. Within ten (10) days of receipt of Contractor’s notice that it has performed the services and provided the Deliverables, the City will notify Contractor of any discovery by the City of a non-conformance of the services and/or Deliverables with the requirements of this Agreement (“Non-conformance”), and Contractor will have the period of time stated in the Non-Conformance notification to correct such Non-conformance, or, if no time is stated, Contractor will have a reasonable period of time based on the severity and complexity of the Non-Conformance to correct such Non-Conformance; provided, however, that in no event may a period exceeding ten

(10) days from the date the City provides notice of Non-Conformance to Contractor be considered a reasonable period of time. The City's issuance of written acceptance in no way relieves Contractor of any of its obligations pursuant to this Agreement.

35. **Warranties.** In addition to any other warranties that may exist, Contractor warrants to the City that the services required to be performed by Contractor pursuant to this Agreement will be performed with reasonable care in a diligent, professional, and competent manner.

36. **Contractor Personnel.** The City reserves the right to require Contractor to replace any persons performing services pursuant to this Agreement, including but not limited to Contractor's employees and any affiliates' or subcontractors' employees, whom the City judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the City.

37. **Public Records.**

A. Contractor 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 Contractor'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 of this Agreement 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 Contractor'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 Contractor transfers all public records to the City upon the expiration or earlier termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon the expiration or earlier termination of this Agreement, Contractor shall meet all applicable requirements for retaining public records in accordance with this Agreement and all applicable Laws. At the City's request, Contractor shall provide all electronically stored public records to the City in a format approved by the City.

B. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO CONTRACTOR'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 may be construed to affect or limit Contractor's obligations including but not limited to Contractor's obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.
38. **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.

Click here to enter text.:

By: _____

Print: Richard Brady

Title: President

CITY OF ST. PETERSBURG, FLORIDA: ATTEST

(SEAL)

By: _____

Print: Copley Gerdes

Title: Chair, BF&T Committee

City Clerk (Designee)

Provisions of Contract Approved:

Approved as to Form and Content:

By: _____

Print: Boriana Pollard

Project Manager

City Attorney (Designee)

(Acknowledgment of Contractor)

Under penalties of perjury, I declare that I am authorized by the Company to execute the foregoing Agreement.

By: _____

Print: Richard Brady

Appendix A
Scope of Services
St. Petersburg Fire Rescue Department

Scope of Work to be Performed

Contractor shall provide all labor, materials, supervision, tools, equipment, facilities and travel necessary to conduct a management evaluation of the St. Petersburg Fire Rescue department (SPFR). Contractor's services shall include, but are not limited to performing tests and analysis necessary, including interviews with employees at all levels of employment, to allow Contractor to evaluate the efficiency and effectiveness of the operations of the department, and to form an opinion and report on the department's performance in the following areas and make recommendations on how they may be improved:

Mission and Vision: Has the department adopted a departmental mission (or vision) statement? Is the department's mission compatible with the mission of the City? Is the department's mission (or vision) stated clearly, concisely and in easily understandable terms and are employees aware of its mission? Has management set operational goals for the department? Do these goals directly support the mission? Are these goals congruent with each other? Are these goals stated in measurable terms (i.e. what are the metrics for measuring performance)? Is there methodology used to help employees understand how their daily work contributes to the goals of their units, the overall mission of the department, and the City?

Organization Structure: Is the organizational structure currently in place adequate to accomplish the department's mission and/or goals? Is the department's structure efficient and organized in such a way that mission and accountability are clearly defined without duplication and overlap of responsibility? Is the department organized to optimize integration, cooperation, and communication within the department as well as with other departments, outside agencies, the Mayor, City Council, and the citizens? Does the department's organizational structure have the appropriate span of control, and does it follow best practices? How does it compare to other Fire Departments of similar size?

Budget: Evaluate how the department's budget is allocated, is their budget managed in the most efficient way to optimize results? Evaluate funding mechanisms and determine optimal mix of funding mechanisms. Is the department's budget adequate for it to accomplish its mission?

Staffing Levels: Are staffing levels adequate to deliver the service levels expected by our citizens and anticipated in the approved budget document? Are staffing levels adequate to keep up with the current workload and ensure efficient operations? When determining staffing levels, does the department take into account known special events that require additional resources (i.e., baseball games, parades, etc.)? Does the department have the resources needed to provide services to a city of our size and keep up with projected population growth (St. Pete 2050 Report)? Is there adequate planning for staffing levels to support the future growth of the City? Are staffing levels adequate within each classification (i.e. paramedics, firefighters, cadets, professional, supervisory, management, etc.)? Fire Operations including Fire Rescue are staffed and funded separately from EMS. How are the two sides of the operation functioning? Are the current staff turnover levels appropriate for the department and how do these compare to other Fire Departments of similar

size? Evaluate the recruitment process and how does it compare to other cities and Fire Departments of similar size?

Staff Qualifications: Are staff members, including management, supervisory, office and operations staff, qualified to carry out their duties as well as the City's policies and procedures? Do they have the necessary training, education, licenses, and professional certifications to perform their duties? Is training of staff (both short-term and long-term) adequate for the required duties and is the opportunity for training available to all staff on an equal basis? Are there adequate opportunities for continuing education and professional development?

Management of Staff: Does management demonstrate strong leadership? Do they possess the soft skills required to be effective leaders? Do they have credibility and the confidence of subordinates, their peers and City leadership? Does management clearly communicate the City's and department's goals and objectives? Are these goals and objectives incorporated into daily tasks and action plans? Does management hold their subordinates accountable for meeting established goals, objectives, and expectations? Does management hold themselves accountable for meeting the needs of their staff? Does management lead by example? Do they encourage staff to work as a team where every member is valued and invited to fully participate? Do they encourage change management throughout the department? Is staff operating in accordance with existing rules, regulations and policies? Do they provide consistent coaching, counseling, and feedback to subordinates? Are employees provided fair and equal access to training and growth opportunities? Evaluate the promotional process within the department. Is there equity as it relates to promotions? Are there equitable opportunities for upward mobility? Are there any barriers to moving up to the next level? What is the process for investigating complaints? What is staff's comfort level with addressing grievances? Is there fear of retaliation from a 360-degree view? Are there adequate protections in place for whistleblowers? Are work schedules established to accomplish the goals and objectives of the department in the most efficient and effective manner? Are assignments distributed in the most equitable and efficient manner? How do staff interactions with management occur in the field and are they tracked to ensure proper employee engagement is occurring?

Succession Planning: Does the department have a succession plan in place for management and supervisory staff? Does this plan include a focus on diversity? Does this plan include empowerment and/or training of current staff for these future roles in leadership? How would the loss of a key person affect the department? Is there a continuity of operations plan?

Policies and Procedures: Are the City's (including departmental) policies and procedures as applied by the department adequate to provide for efficient and effective operations of the department? Are industry best practices being utilized by the department? Are policies applied fairly and consistently across the department? How do we ensure policies are applied fairly and consistently across the department? Is the Human Resources Department involved in this process?

Level of Service: Are services provided by the department customer-focused? Is the staff interacting with the private sector and private citizens providing adequate services? Has the management team established and clearly communicated the customer care standards that are expected of the employees? Does the department train employees in customer care and standards expected of them as part of their onboarding? Are there refresher sessions periodically for all employees who have an impact on customer care? Is the department doing all it can to provide good standards of *employee care*? Are *all* employees given the opportunity to put forward practical suggestions how to improve customer care? Are customer satisfaction levels measured on a regular

basis with feedback from typical customers? Is action taken, where possible, on customer suggestions/common complaints? Are employees kept informed about customer satisfaction and action being taken to improve it? Are employees who provide *'that little bit extra'* for excellent customer care rewarded? Are employees given feedback on their performance and coached how to improve? How does the level of service provided by the SPFR paramedics compare to private (contracted out) level of service, such as Sunstar? Is Sunstar an effective partner? Are they doing what they are supposed to be doing to support the Fire Department? Are customers aware who is responding to their calls - SPFR or Sunstar; and are there separate channels for providing feedback. What are the SPFR response times and how do they compare to their peers?

Communication: Evaluate the availability and utilization of communication tools to provide event status information. Could event status information be readily available to elected officials without having to reach out to department staff? Evaluate the communication between the department and elected officials; could it be improved? Evaluate the communication within the department; could it be improved? Is the community outreach performed by the department effective? How can it be improved? Are there clear points of contact within the SPFR that elected officials, the media and the general public can reach out to address specific questions?

Employee Engagement: Does management provide ongoing communication with non-union employees regarding departmental changes, updates to policies and procedures, and changes in day-to-day operations? Does management provide ongoing communication with the local union regarding departmental changes, updates to policies and procedures, and changes in day-to-day operations? Does management meet with union representatives regarding staff applicable topics: general morale, employee engagement opportunities, employee feedback and/or complaints, equipment needs, staff training both related to maintenance of qualifications and empowerment training for advancement opportunities?

Diversity (women/minority): Is there a plan to reach a diverse pool of applicants for the department? If there is one, how is the implementation tracked? If there is not one, what steps are being taken towards the development of a plan? Is the new Equity Officer included in the plan? Is the team reviewing applicants diverse?

Strategic planning and development: Is the department where it needs to be compared to fire departments in our peer cities, i.e. cities with similar size and demographics? Is the SPFR prepared to keep up with the City's projected growth? Does it have the resources? Where are we now, and where are we going to be in 30 years from now? What kind of fire department we will need? Are we on a timeline/budget schedule to scale the SPFR to match the trajectory of the City and be able to meet the needs of tomorrow? With the City's projected growth, and more vertical structure in the future- what equipment will be needed? When was the last strategic plan completed and what are the plans to implement the plan?

Facilities: Is there sufficient planning and personnel for growth? Evaluate the fire stations, including their current locations, and determine if they provide for optimal coverage. Evaluate station distribution throughout the City.

Environmental and Employee Safety considerations: Is the department doing enough to provide for the employees' health and safety? Are medical issues typically associated with work as a firefighter considered? Does the department have the equipment needed to operate during emergencies, including flooding events?

Agreement with the County for EMS services: Is there periodic review to assure that both the City and the County are in compliance with the terms of the agreement? Is funding adequate and managed according to the agreement?

SPFR Employee Survey

Contractor shall conduct an anonymous survey of SPFR employees to ascertain their attitude regarding the management and working environment in the department (including employee morale). The survey conducted should meet the following criteria:

- It will be based on a 100% sample of the employees in the department, with anonymous survey responses.
- Survey responses are to be analyzed by several demographic groupings, to include at a minimum, race, gender, organizational unit (division, section), organizational level, employee function and tenure with the department and organization.
- Areas of interest to be surveyed will include, but not be limited to employee attitude with regard to supervision, upper management, working and safety conditions, interpersonal relationships with other employees, discrimination, racial equity, equal opportunity for training, equal opportunity for advancement, satisfaction with how information is shared within the department and communication up and down the organizational hierarchy (do they feel their voice is heard and do they feel as they are valued members of a team), satisfaction with resources needed to do the job, overall happiness, and other factors identified as important issues through interviews with department management, supervisors and a sample of employees.
- Survey employees on what they think are the internal and external barriers to efficiency, what are the roadblocks that affect their operations, and how do other departments impact the SPFR department's operations (360-degree view).

The Contractor will be responsible for:

- Conducting preliminary research and interviews to determine the appropriate topics to survey.
- Designing and preparing the survey instrument, including open-ended questions, to solicit open and honest feedback from all employees.
- Disseminating surveys and collecting completed surveys while providing a safe space for the respondents, at or outside the workplace.
- Preserving the integrity of the survey to ensure only SPFR employees can respond, and that an employee cannot submit more than one survey.
- Performing data analysis of the surveys returned and reporting survey results by demographic groupings.
- Where appropriate, making recommendations for organizational changes or programs based upon survey findings.

The survey instrument shall become property of the Contractor and the City of St. Petersburg will be provided with a summary of the statistical results and a summary of the open-ended statements provided by employees.

Report

Contractor shall provide twenty (20) hard copies and one (1) digital copy in PDF via email of its management evaluation report to the City within 180 days after the effective date of this Agreement. The report shall show findings and recommendations, including an executive summary, related data tables, charts, graphs, and other statistical analysis or supporting documentation. Contractor shall be required to make a minimum of two oral presentations of its findings and recommendations to the Budget, Finance & Taxation (BF&T) Committee and City Council.

Appendix B, Cost Proposal

Proposal to Provide a Management Evaluation of the Fire Rescue Department

ST. PETERSBURG, FLORIDA

Cost Proposal

December 12, 2023

matrix 
consulting group

The Matrix Consulting Group proposes to conduct the Fire Department Management Evaluation at a not-to-exceed cost of **\$103,000** as described below:

Task	Richard Brady	Robert Finn	Aaron Baggarly	Terry Lewis	Ryan Peterson	Brian Reese	Total Hours	Total Fee
Project Initiation	4	24	0	24	0	24	76	\$12,000
Existing Conditions Assess.	8	40	16	32	24	24	144	\$23,800
Employee Survey	4	8	0	16	0	16	44	\$6,800
Best Practices Assess.	2	8	8	16	0	8	42	\$7,000
Operational Analysis	8	48	0	48	24	48	176	\$27,000
Final Report	8	40	8	40	8	16	120	\$20,600
Total Hours	34	168	32	176	56	136	602	
Hourly Rate	\$300	\$200	\$200	\$150	\$125	\$100		
Total Professional Fees	\$10,200	\$33,600	\$6,400	\$26,400	\$7,000	\$13,600		\$97,200
Project Expenses								\$5,800
Total Project Cost								\$103,000

Our usual practice is to invoice our clients monthly for time and materials up to the total project amount. We are also amenable to alternative invoicing arrangements.

The following page contains *Appendix B: Fee Summary*.

Appendix B Fee Summary

Contractor's fees are as follows:

Table 1: Fee Schedule	
Description	Fixed Fee
Management Evaluation – P&DS Department Total: Base Scope of Services	\$90,400
Employee Survey - P&DS Department	\$6,800
GRAND TOTAL	\$97,200*

1. **Hourly Rates** - Table 2 must contain all hourly rates for Offeror's personnel used to determine fees in Table 1. Offeror must include the estimated number of hours for each discipline and calculated totals.

Table 2: Hourly Rates			
Title/Service	Hourly Rate	Est. Hours	Total
Richard Brady, President	\$300	34	\$10,200
Robert Finn, Sr. Manager	\$200	168	\$33,600
Aaron Baggaly, Vice President	\$200	32	\$6,400
Terry Lewis, Sr. Consultant	\$150	176	\$26,400
Ryan Peterson, Consultant	\$125	56	\$7,000
Brian Reese, Consultant	\$100	136	\$13,600
GRAND TOTAL:			\$97,200*

2. **Other Costs** - Table 3 must contain all other costs used to determine fees in Table 1. Offeror must include the expense description, estimated annual quantity, estimated cost for each service and expense and total.

Table 3: Other Costs			
Description	Qty.	Unit Price	Total
Project Expenses - travel	1	\$5,800	\$5,800
		\$	\$
		\$	\$
GRAND TOTAL			\$ 5,800

**Professional Fees only. Does not include Project Expenses as described in Table 3: Other Costs.*

RESOLUTION NO. 2024-_____

A RESOLUTION ACCEPTING THE PROPOSAL AND APPROVING THE AWARD OF AN AGREEMENT TO MATRIX CONSULTING GROUP, LTD. TO PROVIDE A MANAGEMENT EVALUATION STUDY OF THE ST. PETERSBURG FIRE RESCUE DEPARTMENT IN THE AMOUNT OF \$103,000; AUTHORIZING THE CHAIR OF THE CITY'S BUDGET, FINANCE, AND TAXATION COMMITTEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Charter Section 4.05(g)(1) states in part that "City Council, at any time, shall be permitted to conduct a management evaluation, by a professional consultant, of the administrative activities of the city, or any portion thereof, under the direction of City Council. At least once every two years the City Council shall discuss and make a decision as to whether or not any such an audit is needed. The management evaluation and all reports and recommendations shall be directed to the Council."; and

WHEREAS, in accordance with the above-referenced section of the City Charter, City Council is requesting a study to evaluate the efficiency and effectiveness of the operations of the St. Petersburg Fire Rescue Department ("Fire Rescue") and to form an opinion and report on Fire Rescue operations, make recommendations, and detail appropriate modifications to enhance efficiency; and

WHEREAS, the Procurement & Supply Management Department issued RFP No. 24-023 on November 9, 2023 for a management evaluation study of Fire Rescue; and

WHEREAS, on December 12, 2023, the Procurement and Supply Management Department in conjunction with the Budget, Finance and Taxation subcommittee ("BF&T") of City Council received two (2) proposals in response to the RFP; and

WHEREAS, on January 25, 2024, BF&T evaluated the two (2) proposals from Matrix Consulting Group, Ltd. ("Matrix Consulting") and Mauldin & Jenkins LLC and determined that the proposal from Matrix Consulting to provide a management evaluation study of Fire Rescue would be the most advantageous to the City and requested City Council authorize the BF&T Committee Chair and City Administration to negotiate a contract with Matrix Consulting; and

WHEREAS, on February 1, 2024, City Council authorized the BF&T Committee Chair and City Administration to negotiate an agreement with Matrix Consulting for the management evaluation study of Fire Rescue; and

WHEREAS, Matrix Consulting has met the specifications, terms and conditions of RFP No. 24-023.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the proposal is accepted and the award of an agreement to Matrix Consulting Group, Ltd. to provide a management evaluation study of the St. Petersburg Fire Rescue Department in the amount of \$103,000 is hereby approved.

BE IT FURTHER RESOLVED that the Chair of the City's Budget, Finance, and Taxation Committee is authorized to execute all documents necessary to effectuate this transaction.

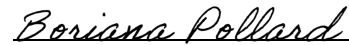
This Resolution shall become effective immediately upon its adoption.

LEGAL:



00732615

DEPARTMENT:





Approvals - gcc

Report • Printed on March 7, 2024

Approved

918-06 Management Evaluation of Fire Rescue Dept, April 4, 2024 - Consent Agenda

Good afternoon! For your review and approval, please find the consent agenda for the Management Evaluation of the Fire Rescue Department. Thank you.

▼ Attachments

Consent Agenda

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

▼ Final status: Approved

- TG

Step 4: Approved by

Tom Greene

3/6/2024 5:04:53 PM
- BP

Step 3: Approved by

Boriana A. Pollard

3/5/2024 4:50:28 PM
- SS

Step 2: Approved by

Stephanie N. Swinson

3/5/2024 4:27:09 PM
- SM

Step 1: Approved by

Stacey McKee

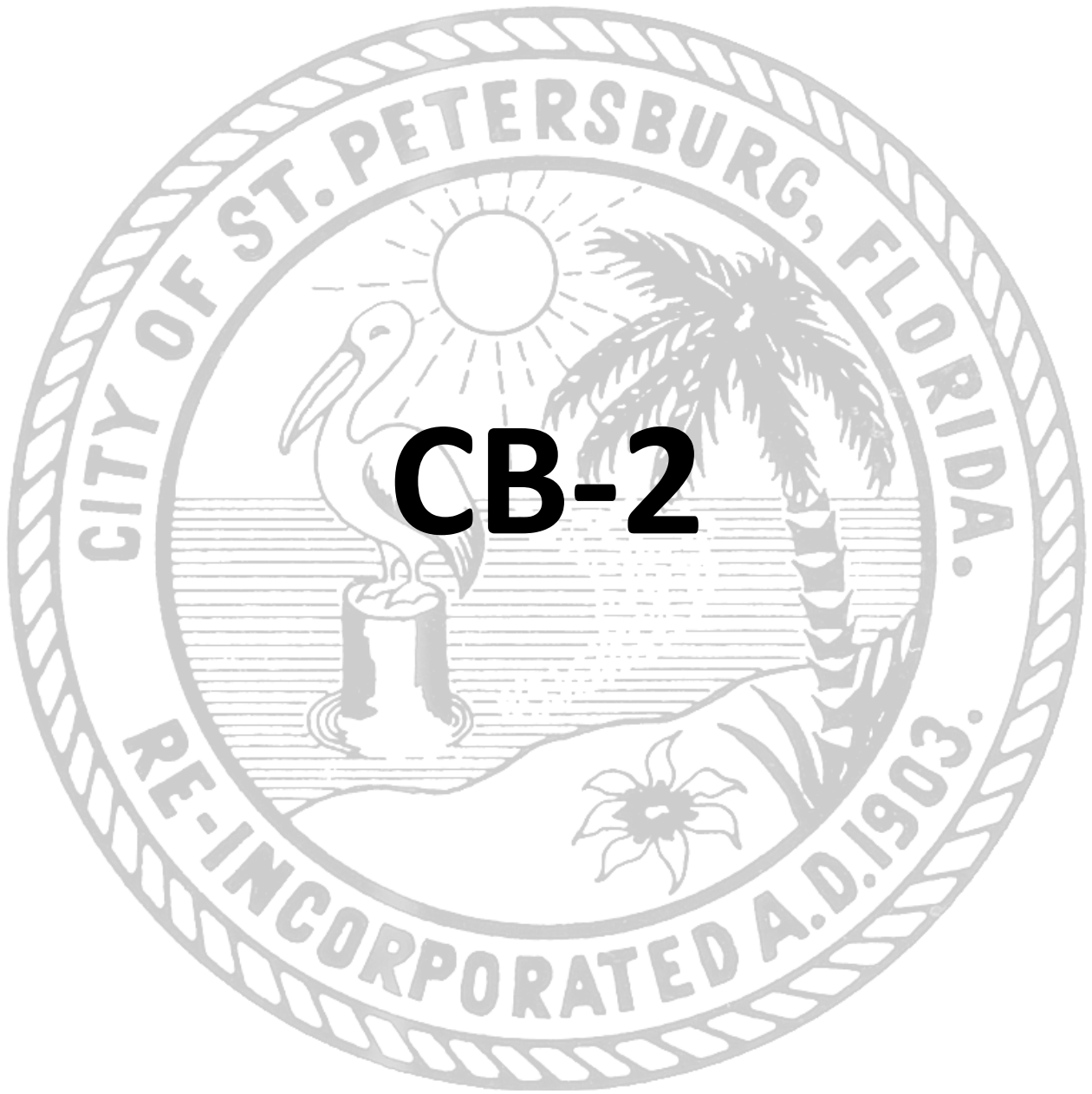
3/5/2024 4:26:19 PM
- SR

Requested by

Sakha T. Reed

3/5/2024 2:24:43 PM

The following page(s) contain the backup material for Agenda Item: Accepting a proposal from Gallagher Benefit Services, Inc. for consulting services for benefits, for the Human Resources Department a five-year contract amount of \$420,000.
Please scroll down to view the backup material.



CB-2

**ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of April 4, 2024**

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

Subject: Accepting a proposal from Gallagher Benefit Services, Inc. for consulting services for benefits, for the Human Resources Department a five-year contract amount of \$420,000.

Explanation: The Procurement and Supply Management Department issued RFP No. 24-070 on February 1, 2024. The proposal was opened on February 15, 2024. The Procurement & Supply Management Department received one proposal for employee benefits consulting services.

One proposal was received from:

#	Offerors	Amount
1.	Gallagher Benefit Services, Inc.	\$7,000 / Mo

Evaluation of the proposal were conducted by the following staff:

- Chris Guella, Human Resources Director
- Jason Hall, Human Resources Benefits Manager
- Stephen Carnegie, Human Resources Pension Manager

The proposals were evaluated based on the following weighted criteria:

- Qualifications and experience of assigned consultant
- Qualifications and experience of firm
- Experience in the Public Sector consulting services as defined in the RFP
- Availability of personnel and resources necessary for performance
- Cost of services

The consultant will assist the City by providing technical assistance with analyzing the structure, costs, and administrative services of health insurance, pharmaceutical benefits, group life and disability insurance, supplemental insurance, and stop-loss insurance. The consultant will also provide annual claims analysis, actuarial services, and assist administration in analyzing request for proposals.

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

Gallagher Benefit Services, Inc. (Tampa, FL) \$420,000
(five years @ 84,000/year)

Gallagher Benefits Services, Inc. has met the specifications, terms, and conditions of RFP No. 24-070, dated February 1, 2024. Gallagher Benefit Services, Inc. is headquartered in Rolling

Meadows, Illinois and has been in business since 1927. A blanket purchase agreement will be issued for the term May 1, 2024 - April 30, 2029 and will be binding only for actual services rendered. The agreement will have one, five-year renewal option 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. Gallagher Benefit Services, Inc. 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
918-40 Consulting Services, Employee Benefits**

Summary Work Statement

The City received one (1) proposal for RFP No. 24-070 for Consulting Services, Employee Benefits. The successful offeror will provide consulting services for the city's group benefit program (e.g. health, dental, vision, life insurance, disability, employee assistance, accidental death and dismemberment and flexible spending accounts). A proposal was received from:

1. Gallagher Benefit Services

Evaluation Committee

Evaluation of the proposals were conducted by:

- Chris Guella, Human Resources Director
- Jason Hall, Human Resources Benefits Manager
- Stephen Carnegie, Human Resources Pension Manager

Evaluation Criteria

The proposals were evaluated based on the following criteria:

- Qualifications and experience of assigned consultant
- Qualifications and experience of the firm
- Experience in the Public Sector consulting services as defined in the RFP
- Availability of personnel and resources necessary for performance
- Cost of services

Offerors' Profiles

Below is a profile of the offerors and a summary of the criteria as reported after the initial independent review.

Gallagher Benefit Services is headquartered in Rolling Meadows, Illinois and was founded in 1927. The firm has been in business for 96 years.

Based on the evaluation criteria: The firm has extensive experience providing employee benefit consulting services, has provided consulting services to the City of St. Petersburg for many years and has worked with numerous public sector municipalities, is adequately staffed and possesses the necessary resources to provide the services requested, and that the cost to provide services is competitive and acceptable.

The proposal met the expectations for the City's requirements.

Recommendation for Award

On February 26, 2024, the Evaluation Committee reviewed the proposal and recommended Gallagher Benefit Services to provide consulting services for the city's group benefit program (e.g.

health, dental, vision, life insurance, disability, employee assistance, accidental death and dismemberment and flexible spending accounts). The company meets the requirements of RFP No. 24-070 and 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 FIVE-YEAR AGREEMENT WITH ONE FIVE-YEAR RENEWAL OPTION WITH GALLAGHER BENEFIT SERVICES, INC. TO PROVIDE EMPLOYEE BENEFITS CONSULTING SERVICES FOR THE HUMAN RESOURCES DEPARTMENT FOR A TOTAL AMOUNT NOT TO EXCEED \$420,000 FOR THE INITIAL FIVE-YEAR TERM; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department issued RFP No. 24-070 on February 1, 2024 to provide employee benefits consulting services for the Human Resources Department; and

WHEREAS, on February 15, 2024, the Procurement and Supply Management Department received one (1) proposal in response to the RFP; and

WHEREAS, an evaluation committee (Chris Guella, Jason Hall, and Stephen Carnegie) evaluated the proposal submitted by Gallagher Benefit Services, Inc. (“Gallagher”) and recommended award to Gallagher to provide employee benefits consulting services for the Human Resources Department; and

WHEREAS, Gallagher has met the specifications, terms and conditions of RFP No. 24-070; 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 accepted and the award of a five-year agreement with one five-year renewal option with Gallagher Benefit Services to provide employee benefits consulting services for the Human Resources Department for a total amount not to exceed \$420,000 for the initial five-year term is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

LEGAL:


00732251

DEPARTMENT:





Approvals - gcc

Report • Printed on March 12, 2024

Approved

Consent Item; Consulting Services Employee Benefits

Please find attached consent documents for Consulting Services, Employee Benefit scheduled to appear on the April 4th, 2024 council meeting for your approval.

▼ Attachments



Technical Evaluation

<https://stpete1.sharepoint.com/:w:/s/Team-TS-l>



Consent Memo

<https://stpete1.sharepoint.com/:w:/s/Team-TS-l>

▼ Final status: Approved

TG

Step 4: Approved by

Tom Greene

3/12/2024 8:49:43 AM

CG

Step 3: Approved by

Chris M. Guella

3/11/2024 2:08:36 PM

SS

Step 2: Approved by

Stephanie N. Swinson

3/8/2024 8:13:13 AM

SM

Step 1: Approved by

Stacey McKee

3/8/2024 7:46:02 AM

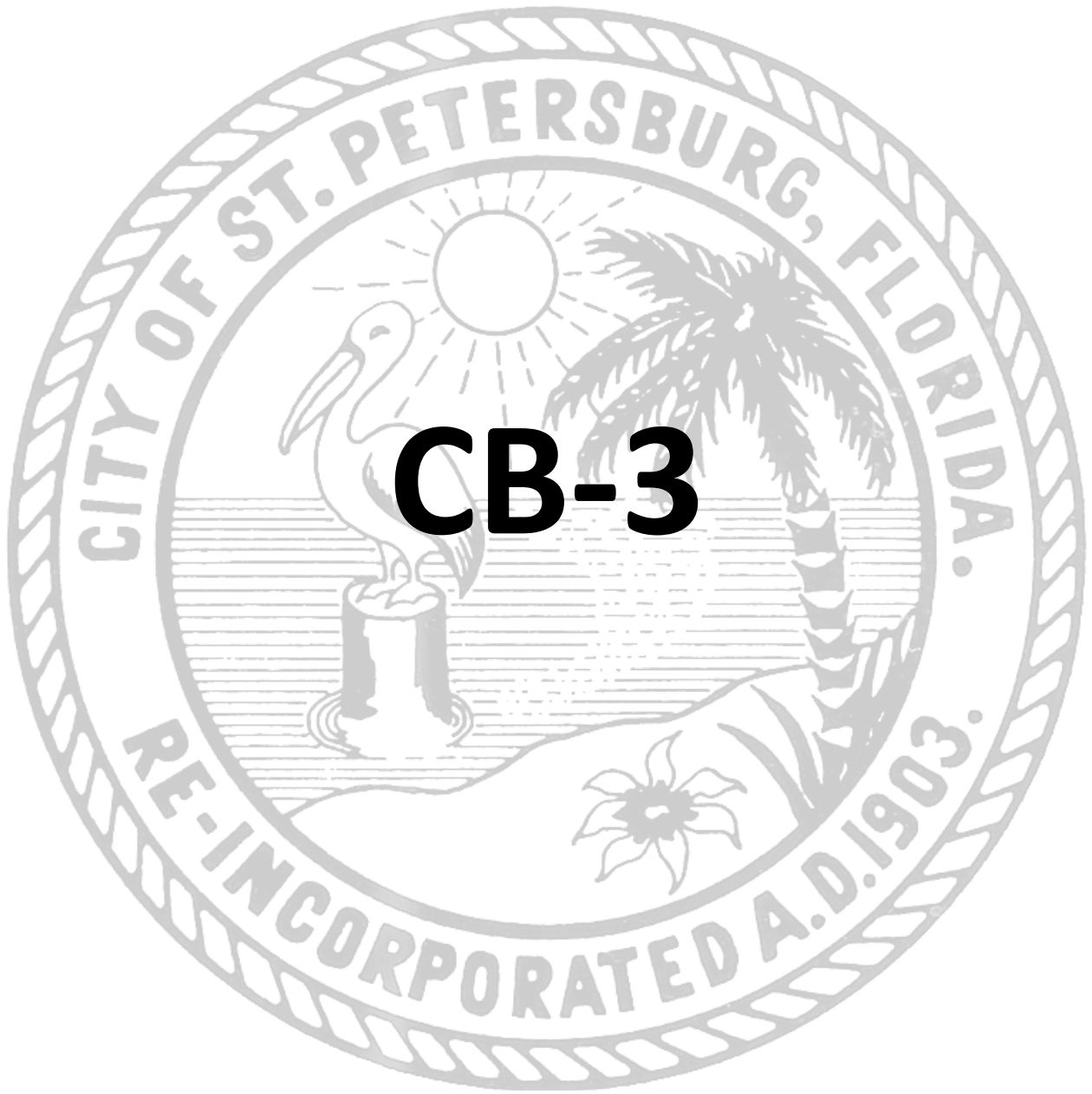
KW

Requested by

Kaela Williamson

3/8/2024 7:44:51 AM

The following page(s) contain the backup material for Agenda Item: Approving an increase in allocation for modular building lease or rental with Williams Scotsman, Inc. for the Parks and Recreation and Water Resources Departments, in the amount of \$100,000.
Please scroll down to view the backup material.



CB-3

**ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of April 4, 2024**

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

Subject: Approving an increase in allocation for modular building lease or rental with Williams Scotsman, Inc. for the Parks and Recreation and Water Resources Departments, in the amount of \$100,000.

Explanation: The vendor provides delivery, set-up, tear down and removal of modular buildings on an as needed basis. The Parks and Recreation Department is the primary user of this service and leases modular buildings to accommodate the overflow for the Summer Play Camp and Teen Camp programs at recreation centers. In addition, the Water Resources Department uses this service to support on-site office space at the Southwest Water Reclamation Facility, the Northeast Water Reclamation Facility, and the Northeast Water Reclamation Facility. Other departments, such as Police, Fire Rescue, and Housing and Community Development, also use this service for temporary office or dormitory space during facility construction or relocation.

The Procurement and Supply Management Department, in cooperation with the Parks and Recreation and Water Resources Departments, recommends:

Williams Scotsman, Inc. (Baltimore, MD).....\$100,000

On March 3, 2022, City Council approved a two-year renewal of the blanket purchase agreement for modular building lease or rental effective May 1, 2019 to April 30, 2024. A six-month contract extension, per Section 2-203 (b) of the Procurement Code, is being utilized, and will end on October 31, 2024. The total spend for this contract to date is \$570,113. An increase in allocation is needed to cover expenses during the extension. The vendor has agreed extend under the same terms and conditions. Administration recommends approval based on the vendor's past satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreement.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), Parks & Recreation Department (190), Various Divisions and the Water Resources Operating Fund (4001), Water Resources Department (420), Various Divisions.

Attachments: Resolution

RESOLUTION NO. ____

A RESOLUTION APPROVING AN INCREASE IN THE AMOUNT OF \$100,000 TO THE ALLOCATION FOR THE AGREEMENT WITH WILLIAMS SCOTSMAN, INC. FOR THE LEASE AND RENTAL OF MODULAR BUILDINGS FOR THE PARKS AND RECREATION AND WATER RESOURCES DEPARTMENTS; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 3, 2022, the City Council approved a two-year renewal of the agreement for the lease and rental of modular buildings with William Scotsman, Inc. effective through April 30, 2024 (“Agreement”); and

WHEREAS, Administration is extending the Agreement for a six-month period through October 31, 2024 (“Extension Period”) in accordance with Section 2-203(b) of the Procurement Code; and

WHEREAS, an increase in the amount of \$100,000 to the allocation for the Agreement is now needed to cover expenses during the Extension Period; and

WHEREAS, the Procurement and Supply Management Department, in cooperation with the Parks and Recreation and Water Resources Departments, 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 \$100,000 to the allocation for the agreement with Williams Scotsman, Inc. for the lease and rental of modular buildings for the Parks and Recreation and Water Resources Departments 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:



00733039

DEPARTMENT:





Approvals - gcc



Approval request details

CT

Step 6: Approved by

Claude Tankersley

3/8/2024 9:21:58 AM

BS

Step 5: Approved by

Barbara L. Stalbird

3/7/2024 9:07:26 AM

JP

Step 4: Approved by

John E. Palenchar

3/5/2024 9:59:05 AM

No comment

SS

Step 3: Approved by

Stephanie N. Swinson

3/5/2024 9:48:42 AM

MW

Step 2: Approved by

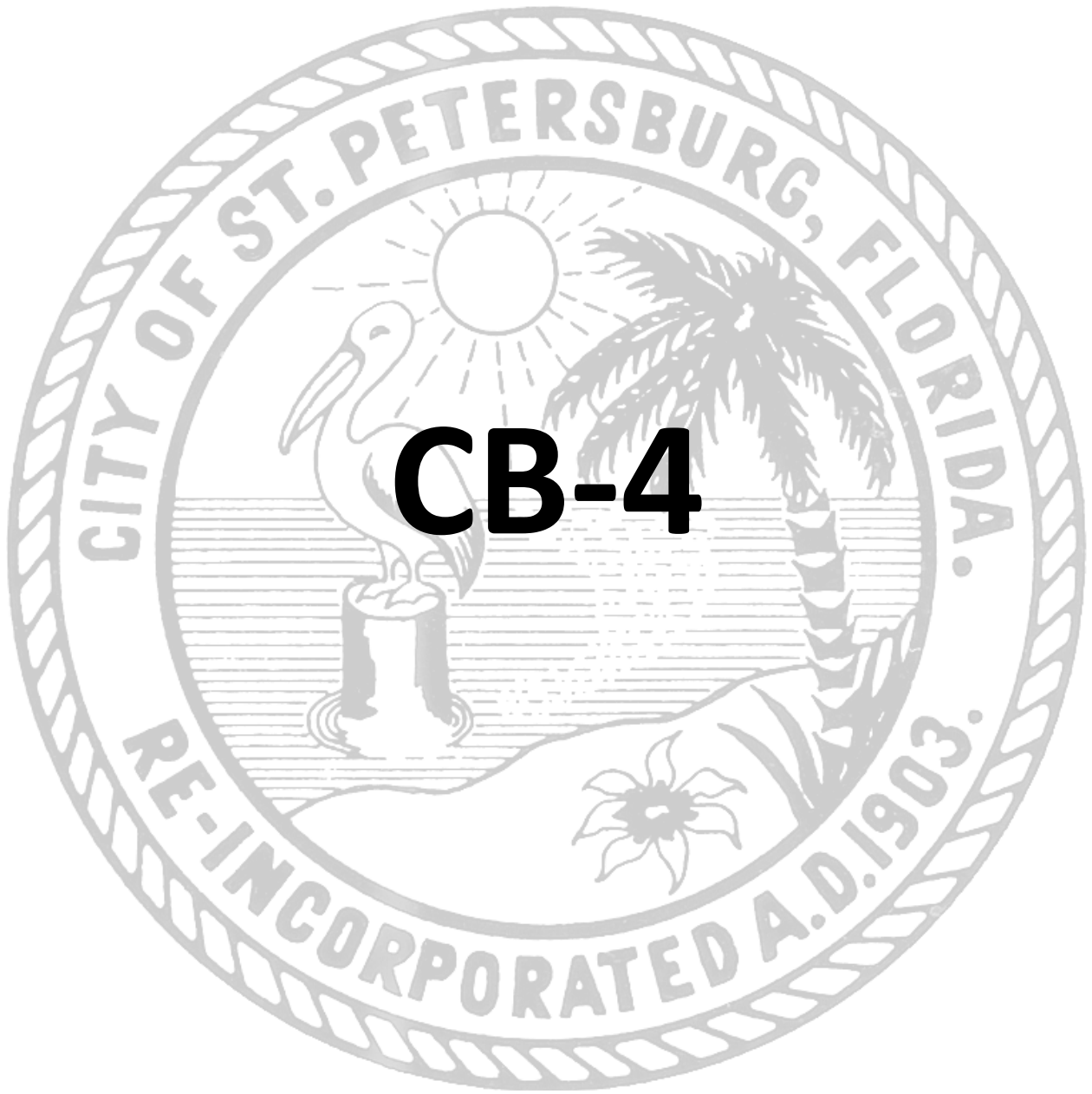
Margaret B. Wahl

3/5/2024 9:29:50 AM

Cancel request

Follow up

The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 19-09-SCS/ENV(A), as amended, to the architect/engineering agreement dated June 23, 2019, as amended, between the City of St. Petersburg, Florida and Stantec Consulting Services, Inc. (“A/E”) for A/E to provide 90% and 100% construction drawings, an engineer’s opinion on probable costs, construction documents and technical specifications, bidding services and contractor procurement services related to the Bartlett Lake Improvements Project in an amount not to exceed \$80,056.12; providing that the total Task Order amount, as amended, shall not exceed \$471,468.02 (ECID Project No. 20066-110; Oracle No. 18593); and providing an effective date.
Please scroll down to view the backup material.



CB-4

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of April 4, 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. 2 to Task Order No. 19-09-SCS/ENV(A), as amended, to the architect/engineering agreement dated June 23, 2019, as amended, between the City of St. Petersburg, Florida and Stantec Consulting Services, Inc. (“A/E”) for A/E to provide 90% and 100% construction drawings, an engineer’s opinion on probable costs, construction documents and technical specifications, bidding services and contractor procurement services related to the Bartlett Lake Improvements Project in an amount not to exceed \$80,056.12; providing that the total Task Order amount, as amended, shall not exceed \$471,468.02 (ECID Project No. 20066-110; Oracle No. 18593); and providing an effective date.

EXPLANATION: *The City of St. Petersburg has been awarded two grants to support the dredging of Bartlett Lake, aimed at alleviating flooding in the area. The two grants are outlined below:*

*Community Development Block Grant Mitigation Program (CDBG-MIT) Grant, totaling \$2,034,517.00
Florida Department of Environmental Protection (FDEP) Resilient Florida Grant, totaling \$1,500,000.00*

On June 18, 2019, the City of St. Petersburg, Florida and Stantec Consulting Services, Inc. (“A/E”) entered into an architect/engineering agreement for A/E to provide miscellaneous professional services for Environmental Services Projects.

On March 2, 2023, City Council approved Task Order No. 19-09-SCS/ENV(A) in the amount of \$391,411.90 which provided for professional engineering services including but not limited to environmental assessment, permitting and grant compliance. This Task Order included a \$30,000 allowance to be authorized if any unforeseen conditions are experienced while performing the work.

On March 9, 2023, Administration approved Amendment No. 1 to Task Order No. 19-09-SCS/ENV(A) in the amount of \$29,995.17 (from the Allowance) to provide for 60% design and permitting services.

Amendment No. 2 to Task Order No. 19-09-SCS/ENV(A) in the amount of \$80,056.12 shall extend the scope for the A/E to provide 90% and 100% construction drawings, an engineer’s opinion, technical specifications and bidding and contractor procurement services for the Bartlett Lake Improvements Project.

Task Order No. 19-09-SCS/ENV(A) and Amendment Nos. 1 and 2 include the following phases and associated not to exceed costs respectively:

		<u>Approved</u>	<u>Authorized</u>
Task Order	Environmental Assessment	\$125,711.35	\$125,711.35
	Permitting	\$ 43,268.64	\$ 43,268.64
	Grant Compliance Plan	\$ 25,697.78	\$ 25,697.78

	Grant Administration Allowance	\$166,734.13 \$ 30,000.00	\$166,734.13
Amendment No. 1	USACE/IFDEP Permit Drawings (60%)		\$ 29,995.17
Amendment No. 2	90% and 100% Construction Drawings	\$ 28,686.20	\$ 28,686.20
	Engineer's Opinion on Probable Costs	\$ 5,073.28	\$ 5,073.28
	Construction Documents and Technical	\$ 25,366.40	\$ 25,366.40
	Bidding & Contractor Procurement Services	\$ 20,930.24	\$ 20,930.24
	Total	\$471,468.02	\$471,463.19

A/E services during the construction phase will be provided to Council for approval as an Amendment to this Task Order.

Contractor costs for the improvements will be provided to Council for approval as a separate Agreement.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 19-09-SCS/ENV(A), as amended, to the architect/engineering agreement dated June 23, 2019, as amended, between the City of St. Petersburg, Florida and Stantec Consulting Services, Inc. ("A/E") for A/E to provide 90% and 100% construction drawings, an engineer's opinion on probable costs, construction documents and technical specifications, bidding services and contractor procurement services related to the Bartlett Lake Improvements Project in an amount not to exceed \$80,056.12; providing that the total Task Order amount, as amended, shall not exceed \$471,468.02 (ECID Project No. 20066-110; Oracle No. 18593); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Stormwater Drainage Capital Projects Fund (4013) Bartlett Lake Stormwater Drainage Improvements Project (18593).

ATTACHMENTS: Resolution
Amendment No. 2 to Task Order No. 19-09-SCS/ENV(A)

RESOLUTION 2024-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 2 TO TASK ORDER NO. 19-09-SCS/ENV(A), AS AMENDED, TO THE ARCHITECT/ENGINEERING AGREEMENT DATED JUNE 23, 2019, AS AMENDED, BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND STANTEC CONSULTING SERVICES, INC. (“A/E”) FOR A/E TO PROVIDE 90% AND 100% CONSTRUCTION DRAWINGS, AN ENGINEER’S OPINION ON PROBABLE COSTS, CONSTRUCTION DOCUMENTS AND TECHNICAL SPECIFICATIONS, BIDDING SERVICES, AND CONTRACTOR PROCUREMENT SERVICES RELATED TO THE BARTLETT LAKE IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$80,056.12; PROVIDING THAT THE TOTAL TASK ORDER AMOUNT, AS AMENDED, SHALL NOT EXCEED \$471,468.02 (ECID PROJECT NO. 20066-110; ORACLE NO. 18593); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida (“City”) and Stantec Consulting Services, Inc. (“A/E”) executed an architect/engineering agreement on June 18, 2019, as amended, (“Agreement”) for A/E to provide professional planning and study activities on a continuing basis related to miscellaneous Environmental Services Projects; and

WHEREAS, the Agreement has been previously amended twice; and

WHEREAS, on March 2, 2023, City Council approved Task Order No. 19-09-SCS/ENV(A) (“Task Order”) for A/E to provide an environmental assessment, permitting, and grant administration and compliance related to the Bartlett Lake Improvements Project (“Project”) in an amount not to exceed \$391,411.90, which amount included an allowance in the amount of \$30,000; and

WHEREAS, on March 9, 2023, Administration approved Amendment No. 1 to the Task Order for A/E to provide 60% permit drawings for the Project in an amount not to exceed \$29,995.17 (from the Allowance); and

WHEREAS, Administration desires to issue Amendment No. 2 to the Task Order, as amended, for A/E to provide 90% and 100% construction drawings, an engineer’s opinion on probable costs, construction documents and technical specifications, bidding services, and contractor procurement services related to the Project in an amount not to exceed \$80,056.12.

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. 2 to Task Order No. 19-09-SCS/ENV(A), as amended, to the architect/engineering agreement dated June 23, 2019, as amended, between the City of St. Petersburg, Florida and Stantec Consulting Services, Inc. ("A/E") for A/E to provide 90% and 100% construction drawings, an engineer's opinion on probable costs, construction documents and technical specifications, bidding services, and contractor procurement services related to the Bartlett Lake Improvements Project in an amount not to exceed \$80,056.12.

BE IT FURTHER RESOLVED that the total Task Order, as amended, shall not exceed \$471,468.02.

This Resolution shall become effective immediately upon its adoption.

LEGAL:



00732863

DEPARTMENT:



MEMORANDUM

CITY OF ST. PETERSBURG

Engineering and Capital Improvements Department

DATE: April 4, 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: Stantec Consulting Services, Inc.
Amendment No. 2 to Task Order No. 19-09-SCS/ENV(A) in the amount of \$80,056.12

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

This amendment encompasses services for 90% and 100% design, construction documents, and bidding related to the Bartlett Lake Improvements Project and Stantec has successfully completed the 60% design phase for the Bartlett Lake Improvements Project.

Stantec Consulting Services Inc. has satisfactorily completed similar work under the current A/E Annual Master Agreements since 2019 and is familiar with City of St. Petersburg Standards.

Stantec Consulting Services Inc. has significant experience environmental assessment, permitting and grant management.

2. Transaction Report listing current work – See Attachment A

ATTACHMENT A

Transaction Report
for
Stantec Consulting Services, Inc.
Miscellaneous Professional Services for Environmental Services
A/E Agreement Effective - June 18, 2019
A/E Agreement Expiration - May 31, 2023

Task Order No.	Project No.	Project Title	NTP Issued	Authorized Amount
01	09227-019	The St. Pete Pier - Environmental Permitting Support	07/11/19	6,637.00
		Revision No. 1 - Task 2 - Permit Modifications	08/12/19	5,328.00
02	09227-019	Post-Construction Seagrass Monitoring and Reporting	09/23/19	12,519.00
		Amendment No. 1 - Year 2 Monitoring	07/06/20	14,987.00
03	19053-110	Little Bayou Basin Q Water Quality Improvements	12/08/19	91,681.00
04	Housing	HUD Part 58 Environmental Assessment	03/20/20	34,783.75
		Revision No. 1 - Reallocate Tasks 4 and 5	08/25/20	103.75
05	20095-120	Maximo Park Living Shoreline Project	06/12/20	68,000.00
06	21029-117	North Shore Park - Living Shoreline Project	01/01/21	129,343.25
		Amendment No. 1	11/10/21	4,660.00
		Amendment No. 2	09/21/22	174,950.00
07	21046-111	Cosme Security Fence - Wetland Delineation & Pre-app Meetings	12/02/20	21,663.00
		Amendment No. 1 - Task 2.3	07/15/21	1,974.00
08	22115-129	Pier Seagrass Monitoring & Reporting	09/21/22	11,883.00
09	20066-110	Bartlett Lake Improvements	03/09/23	361,411.90
		Amendment No. 1	06/23/23	29,995.17
		Amendment No. 2	Pending	
			Total:	969,712.32

AMENDMENT NO. 2 TO TASK ORDER NO. 19-09-SCS/ENV(A)
BARTLETT LAKE IMPROVEMENTS
DESIGN AND BIDDING SERVICES
MISCELLANEOUS PROFESSIONAL ENVIRONMENTAL SERVICES PROJECTS
CITY PROJECT NO. 20066-110

This Amendment No. 2 to Task Order No. 19-09-SCS/ENV(A) is made and entered into this _____ day of _____, 2024, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR ENVIRONMENTAL SERVICES PROJECTS dated June 18, 2019 (“Agreement”) between Stantec Consulting 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

This scope of services is an amendment for 90% and 100% design, construction documents, and bidding services associated with the Bartlett Lake Improvements Project: Environmental Assessment, Environmental Permitting, and Grant Administration.

II. SCOPE OF SERVICES

Task 6 – 90% and 100% Construction Drawings

After receiving comments from the review agencies and upon receiving executed permits, the 90% draft construction drawings will incorporate any permit conditions and the plans will be updated.

Upon receiving approval from the City, 100% final construction plans will be completed. The final design plan set for construction will be signed and sealed by a licensed Professional Engineer in Florida.

90% and 100% construction drawings will be provided to the City for review and approval by staff.

Task 7 – Engineer’s Opinion of Probable Costs

The A/E understands the importance of developing an accurate cost estimate early in the project life cycle to allow the Client to properly budget for the construction phase. Cost estimates will be developed throughout the design process at the 90% design and 100% design milestones. The estimated costs of construction will be based on the project volumes and quantity estimates, recent bids from similar projects, and discussions with local marine contractors. Costs will also consider the type of material to be removed (sand vs muck) and final placement locations.

The Engineer's Opinion of Probable Costs (“EOPC”) is for budget purposes only and the estimated materials and unit costs represent the Engineer's best judgment as a professional design firm familiar with the type of proposed construction. Due to the volatile nature of labor and material costs at this time, the EOPC will be estimated for a given range of costs. The EOPC

may be refined during the final design, or future value engineering phases. The EOPC will be submitted to the Client for review and for budget purposes.

Task 8 – Construction Documents and Technical Specifications

Construction documents will be prepared that will be used by the City during the bidding process. The Final Construction Document deliverable shall consist of plans, specifications, and cost estimate, with the bid package including:

- Title sheet
- Detailed plans showing the dredging project, staging area(s), site access, and limits of dewatering area
- Typical details/sections defining dredge areas
- Erosion control plans
- Data collection reports describing existing conditions, geotechnical investigation, submerged resource locations
- Engineer's Opinion of Probable Cost
- Technical specifications (the standard City specifications document from previous dredging projects will be used as the base for this project)

A/E shall utilize the City's Standard Front-End Documents, Standard Specifications and Standard Details in compiling the Project Specifications Book. A/E will prepare Special Provisions in the format of the Standard Specifications.

A/E shall provide a sequence of construction that provides a logical progression of the items of work, incorporating mobilization, staging, and final disposal locations.

Final cost estimates will be included as well as a bid form. Components of the Contract Documents that will be provided include the following:

- Technical Specifications
- Special Provisions
- Appendix Information (Permits, aerial photography, sediment documents, and any other relevant information).

A 90% draft construction document package will be provided the City for review and comment by staff prior to 100% construction documents being issued.

Task 9 – Bidding & Contractor Procurement Services

A/E will coordinate the bid advertisement with the City to determine an appropriate date for a Pre-Bid Conference. A/E will prepare for and attend the Pre-Bid Conference and answer prospective Contractor inquiries.

During the bidding period, A/E shall communicate frequently with City staff regarding receipt of prospective Contractor written inquiries seeking interpretation of the Contract Documents. Should A/E and the City receive such information within the stipulated time in advance of the advertised bid opening date, A/E will assist the City with the preparation of bid addenda as

appropriate by providing technical response to items. Such items include changes that may be warranted to the contract drawings, technical and supplemental general conditions, or other construction-related issues as appropriate.

A/E will obtain copies of sealed bids from the City and shall review them for accuracy, completeness, and contractor qualifications. A/E will evaluate and provide a written recommendation for award to the City based on a review of the submitted bids.

Note: The most qualified bidder may not be the low bid.

Assumptions

- Only items listed in the scope are included in the associated fee schedule.
- The following items are not included in this scope of work: additional surveying and muck probes, geotechnical investigations (core borings), SPLP/Elutriate/SVOC sediment testing, modeling, dredge pipeline routing/impacts, or dewatering site design development/permitting/modeling.
- Disposal locations and beneficial reuse options are not included.
- Dredging is anticipated to be bid as mechanical methods or hydraulic for removal.
- A separate scope/fee for additional services will be provided if requested.
- No sediment remediation or mitigation design is included.
- It is assumed that all base information from the City and Hyatt Surveying, design documents, engineering calculations and previous as-builts for the park area will be provided to A/E by the City in a timely manner.
- Construction Phase and Construction Administration Services are not included with this scope of work but can be provided by A/E under a separate scope/fee, if requested by the City.

III. SCHEDULE

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

	<u>Number of Days from NTP</u>
Task 6 – 90% and 100% Construction Drawings	730
Task 7 – Engineer's Opinion of Probable Costs	730
Task 8 – Construction Documents and Technical Specifications	730
Task 9 – Bidding & Contractor Procurement Services	730

IV. A/E'S RESPONSIBILITIES

Provide deliverables as stated in Section II – Scope of Services and Section III - Schedule.

V. CITY'S RESPONSIBILITIES

N/A

VI. DELIVERABLES

Task 6 - Signed and sealed PDF construction drawings in 11"x17" format. (AutoCAD files will be provided in .dwg format, if requested).

Task 7 – PDF of EOPC.

Task 8 - Signed and sealed construction documents, technical specifications, and special provisions in PDF format.

Task 9 - PDF memo detailing contractor reference checks and recommendation of the most qualified bidder.

VII. A/E'S COMPENSATION

The A/E was authorized the lump sum amount of \$361,411.90 under the original Task Order for Tasks 1 through 4 (a separate additional Allowance of \$30,000 was not authorized).

Amendment No. 1 to the Task Order authorized the A/E the lump sum amount of \$29,995.17 (from the Allowance) for continued services to Task 5. \$4.83 of the Allowance remains 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.

For this Amendment No. 2, the City shall compensate the A/E the not-to-exceed amount of \$80,056.12 for Tasks 6 through 9.

The total Task Order amount for Amendment No. 2 is \$80,056.12, per Attachment 1 to Appendix A.

The total Task Order amount including Amendment No. 1 and Amendment No. 2 shall not exceed \$471,463.19.

VIII. PROJECT TEAM

The A/E is Stantec Consulting Services Inc. No subconsultants are included in this Task Order.

IX. MISCELLANEOUS

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

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

ATTEST

CITY OF ST. PETERSBURG, FLORIDA

By: _____
Chandrasaha Srinivasa
City Clerk

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

(SEAL)

APPROVED AS TO FORM FOR CONSISTENCY WITH THE STANDARD TASK ORDER. NO OPINION OR APPROVAL OF THE SCOPE OF SERVICES IS BEING RENDERED BY THE CITY ATTORNEY'S OFFICE

By: _____
City Attorney (Designee)

STANTEC CONSULTING SERVICES INC:

WITNESSES:

Lancaster, Jason
By: _____
(Authorized Signatory)
Jason Sean Lancaster, Senior Principal

(Printed Name and Title)

Digitally signed by Lancaster, Jason
Date: 2024.02.15 13:28:16 -05'00'

Date: 2/15/2024

By: Katie Castor
(Signature)

Katie Castor
(Printed Name)

By: Mollie Royal
(Signature)

Mollie Royal
(Printed Name)

ATTACHMENT 2 TO APPENDIX A

Work Task Breakdown

City of St. Petersburg

Bartlett Lake Improvements

Design and Bidding Services

Project No. 20066-110

I. Manpower Estimate: All Tasks

Direct Labor Rates Classifications		Senior Principal II	Senior Engineer II	Engineer II	Total Hours	Labor Cost
Direct Salary		\$ 80.00	\$ 63.15	\$ 56.66		
Multiplier 1.9295		\$ 154.36	\$ 121.85	\$ 109.33		
Billing Rates (direct salary + multiplier = 2.9295)		\$ 234.36	\$ 185.00	\$ 165.99		
TASK						
6	90% and 100% Construction Drawings	20	40	100	160	\$ 28,686.20
7	Engineer's Opinion of Probable Costs	4	8	16	28	\$ 5,073.28
8	Construction Documents and Technical	20	40	80	140	\$ 25,366.40
9	Bidding & Contractor Procurement Services	40	40	16	96	\$ 19,430.24
Totals		84	128	212	424	\$ 78,556.12

II. Fee Calculation


Task	Labor Cost	Expenses	Subconsultant Services ³	Mark-up on Subconsultant Services ⁴	Total Cost Without Allowance
6	\$ 28,686.20				\$ 28,686.20
7	\$ 5,073.28				\$ 5,073.28
8	\$ 25,366.40				\$ 25,366.40
9	\$ 19,430.24	\$ 1,500.00			\$ 20,930.24
Total	\$ 78,556.12	\$ 1,500.00			\$ 80,056.12

III. Fee Limit

Lump Sum Cost	\$	80,056.12
Allowance		
Total:	\$	80,056.12

IV. Notes:

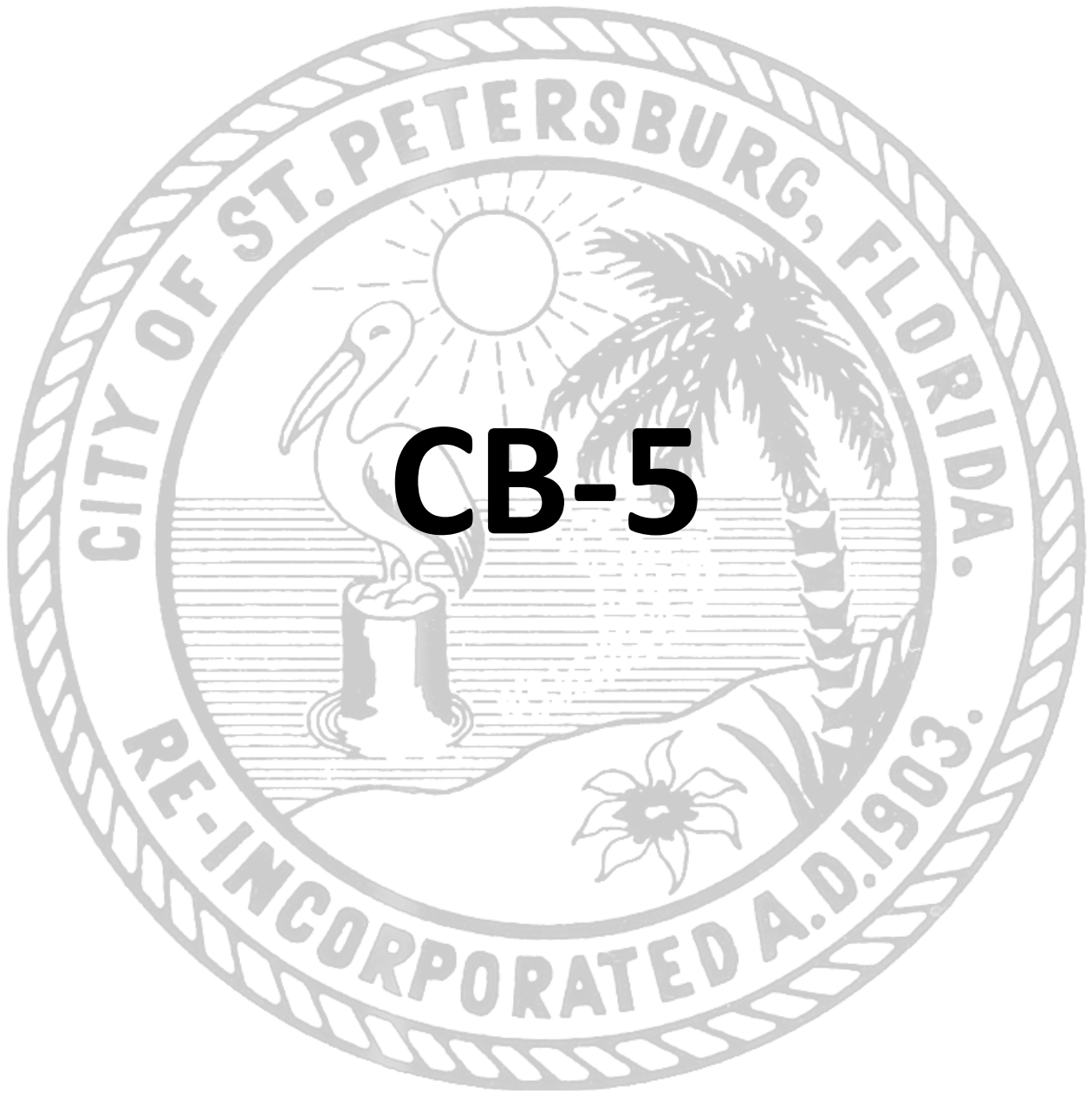
Work will be billed monthly based on percent complete.

 <p style="text-align: center;">-- City of St. Petersburg Authorization Request -- General Authorization</p>					Request #
					263478
Name:	Johnson, Sarah B	Request Date:	21-MAR-2024	Status:	APPROVED

Authorization Request	
Subject:	Council Approval - 4/4
Message:	20066-110 - Stantec - Bartlett Lake Grant Support - TO Amend 2
Supporting Documentation:	Stantec - Bartlett- TO Amend 2 - Final.pdf

	Approver	Completed By	Response	Response Date	Type
0	Johnson, Sarah B		SUBMITTED	21-MAR-2024	
1	Prayman, Brejesh B	Prayman, Brejesh B	APPROVE	21-MAR-2024	User Defined
2	Wahl, Margaret Brown	Wahl, Margaret Brown	APPROVE	21-MAR-2024	User Defined
3	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	21-MAR-2024	User Defined

The following page(s) contain the backup material for Agenda Item: A Resolution accepting a Guaranteed Maximum Price (GMP) proposal in the amount of \$277,494 from Hennessy Construction Services Corp (Hennessy) for construction phase services for the Pier Head Building Backup Generator 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 CMAR dated September 15, 2023, to incorporate the GMP Proposal into the agreement and modify other necessary provisions; authorizing the City Attorneys office to make non-substantive changes to the First Amendment; approving a transfer in the amount of \$278,000 from the unappropriated balance of the Pier Operating Fund (1203) to the General Capital Improvement Fund (3001); approving a supplemental appropriation in the amount of \$278,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer, to the Backup Generator Project (ECID Project No. 21219-019; Oracle Project No. 20237); and providing an effective date.
Please scroll down to view the backup material.



CB-5

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of April 4, 2024

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

SUBJECT: A Resolution accepting a Guaranteed Maximum Price (“GMP”) proposal in the amount of \$277,494 from Hennessy Construction Services Corp (“Hennessy”) for construction phase services for the Pier Head Building Backup Generator 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 CMAR dated September 15, 2023, to incorporate the GMP Proposal into the agreement and modify other necessary provisions; authorizing the City Attorney’s office to make non-substantive changes to the First Amendment; approving a transfer in the amount of \$278,000 from the unappropriated balance of the Pier Operating Fund (1203) to the General Capital Improvement Fund (3001); approving a supplemental appropriation in the amount of \$278,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer, to the Backup Generator Project (ECID Project No. 21219-019; Oracle Project No. 20237); and providing an effective date.

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 September 15, 2023, the Engineering and Capital Improvements Department (“ECID”) administratively approved the AIA Document A133 – 2019 and AIA Document A201-2017 with Hennessey Construction Services Corp., for pre-construction services for the Pier Head Building Backup Generator Project including the review of bid plans, site visits, and bidding services in the amount of \$4,454.39.

The new 25kW natural gas generator will be located in the planter area to the immediate south of the Pier Head building. The work will include selective demolition of the planter area, pouring a new slab, extending power and gas lines from the building to the generator location, installing a new Automatic Transfer Switch in the electrical room and site restoration. The backup generator will serve the Pier Head’s sanitary lift station as well as the emergency lighting panel.

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 \$277,494

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. SBE subcontractors were solicited, however no bids received. 1219-019

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to accept a Guaranteed Maximum Price (“GMP”) proposal in the amount of \$277,494 from Hennessy Construction Services Corp (“Hennessy”) for construction phase services for the Pier Head Building Backup Generator

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 CMAR dated September 15, 2023, to incorporate the GMP Proposal into the agreement and modify other necessary provisions; authorizing the City Attorney's office to make non-substantive changes to the First Amendment; approving a transfer in the amount of \$278,000 from the unappropriated balance of the Pier Operating Fund (1203) to the General Capital Improvement Fund (3001); approving a supplemental appropriation in the amount of \$278,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer, to the Backup Generator Project (ECID Project No. 21219-019; Oracle Project No. 20237); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds will be available after approval of a transfer in the amount of \$278,000 from the unappropriated balance of the Pier Operating Fund (1203), to the General Capital Improvement Fund (3001); and a supplemental appropriation in the amount of \$278,000 from the increase in the unappropriated balance of the General Capital Improvements Fund (3001), resulting from the above transfer, to the Backup Generator Project (20237).

ATTACHMENTS: GMP Proposal
Resolution

RESOLUTION NO. 2024-_____

A RESOLUTION ACCEPTING A GUARANTEED MAXIMUM PRICE (“GMP”) PROPOSAL IN THE AMOUNT OF \$277,494 FROM HENNESSY CONSTRUCTION SERVICES CORP (“HENNESSY”) FOR CONSTRUCTION PHASE SERVICES FOR THE PIER HEAD BUILDING BACKUP GENERATOR 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 CMAR DATED SEPTEMBER 15, 2023, TO INCORPORATE THE GMP PROPOSAL INTO THE AGREEMENT AND MODIFY OTHER NECESSARY PROVISIONS; AUTHORIZING THE CITY ATTORNEY’S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE FIRST AMENDMENT; APPROVING A TRANSFER IN THE AMOUNT OF \$278,000 FROM THE UNAPPROPRIATED BALANCE OF THE PIER OPERATING FUND (1203) TO THE GENERAL CAPITAL IMPROVEMENT FUND (3001); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$278,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THE ABOVE TRANSFER, TO THE BACKUP GENERATOR PROJECT (ECID PROJECT NO. 21219-019; ORACLE PROJECT NO. 20237); AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City and Hennessy entered into a Construction Manager at Risk Agreement with a GMP on September 15, 2023 (“Agreement”) for Hennessy to provide preconstruction services for the Pier Head Building Backup Generator Project (“Project”); and

WHEREAS, Administration authorized payment under the Agreement for preconstruction services in the amount of \$4,454.39; and

WHEREAS, in accordance with the requirements set forth in the Agreement,

Hennessy has submitted to the City for review and acceptance a GMP proposal in the amount of \$277,494 (which includes a \$20,000 owner's contingency) for construction phase services for the Project; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that a guaranteed maximum price ("GMP") proposal dated January 8, 2024 in the amount of \$277,494 submitted by Hennessy for construction phase services for the Pier Head Building Backup Generator 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 Hennessy dated January 8, 2024 to incorporate the GMP proposal into the agreement and modify other necessary provisions.

BE IT FURTHER RESOLVED that there is hereby approved the following transfer:

Pier Operating Fund (1203)

Transfer to: General Capital Improvement Fund (3001) \$278,000

BE IT FURTHER RESOLVED that there is hereby approved the following supplemental appropriation from the increase in the unappropriated balance of the General Capital Improvement Fund (3001) resulting from the above transfer, for fiscal year 2024:

General Capital Improvement Fund (3001)

Backup Generator Project (20237) \$278,000

This Resolution shall become effective immediately upon its adoption.

LEGAL:



00732949

DEPARTMENT:



BUDGET:




EXHIBIT F - GUARANTEED MAXIMUM PRICE

Pier Head Back-Up Generator

PROJECT NO. 212019-019

Construction Cost		\$	163,818.00
CM Personnel		\$	40,321.00
General Conditions		\$	11,580.00
Contractor Contingency		\$	11,590.00
	Subtotal:	\$	227,309.00

CM Fee	10.50%	\$	23,867.00
General Liability	1.00%	\$	1,523.00
Other Insurance	0.00%	\$	-
	Subtotal:	\$	25,390.00

Builder's Risk		\$	-
Performance Bond		\$	4,795.00
Owner's Contingency		\$	20,000.00
	Subtotal:	\$	24,795.00

Guaranteed Maximum Price		\$	277,494.00
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Pier Head Building Backup Generator
GMP Qualifications
12.21.2023

General Information

Hennessy Construction Services presents this GMP Proposal for the Pier Head Building Backup Generator located in St. Petersburg, Florida. The Proposal is Based Upon Drawings Provided by TLC Engineering Solutions dated 9.22.2022. This Submission is based upon the following Qualifications:

Qualifications

Division 1 – General Conditions

1. Estimate based upon a Single-Phase 14-week Construction Schedule (from Receipt of Permit).
2. Pricing Breakouts are for Informational Purposes Only.
3. Due to Market Volatility on Commodities, Pricing Presented is Good for 30 Days.
4. Builders Risk Insurance has been Excluded.
5. The cost of General Liability Insurance has been Included.
6. Payment & Performance Bond has been Included.
7. Impact Fees & Utility Tap &/or connection fees have been Excluded.
8. Inspection Fees have been Excluded.
9. All Geotech Investigation & Materials Testing costs have been Excluded.
10. All Demolition Items owned by Demo Vendor once removed.
11. Costs for Quick-Ship of Materials have been Excluded.
12. Fire Watch & Security Personnel & Equipment have been Excluded.
13. Warranty on All Owner-Provided Materials has been Excluded.
14. All GPR/Utility Locates paid for & provided by Owner.
15. Temporary construction Water & Electric supplied by Owner; metering has been Excluded.
16. This Estimate Includes a 3% Project Contingency.
17. Lead time on Generator may be up to 12 weeks.
18. All Building work has been Excluded (HVAC Controls Tie-in to System).

Division 2 – Site & Existing Conditions

19. Hazardous Material Identification & Removal has been Excluded (by Owner).
20. Upgrades & Repair of Existing Sidewalks, Road, & Loading Dock have been Excluded.
21. Arborist Work has been Excluded.
22. An Allowance of \$5,000 has been Included for Landscape & Irrigation Repair.
23. Piling, Underpinning, & Shoring have been Excluded.
24. SWFDMD Plan & Permit excluded (No Design/Civil).

Divisions 3, 4, & 5 – Concrete, Masonry, Metals

25. Concrete Rebar Included.
26. Epoxy Coatings are excluded.
27. Dewatering has been excluded.

Division 6 – Woods & Plastics

N/A

Division 7 – Thermal & Moisture Protection

28. Caulking & Waterproofing have been excluded.
29. All roofing work has been excluded.



Pier Head Building Backup Generator
GMP Qualifications
12.21.2023

Division 9 – Finishes

- 30. Patching, caulking & painting as necessary within scope of work.

Divisions 10 thru 14 - Specialties, Equipment, Special Construction, & Conveyance


- 31. Fire Extinguishers have been excluded.
- 32. FF&E has been Excluded (by Owner).
- 33. A Small Allowance has been included for site signage.

Division 15 – Mechanical

- 34. Included work indicated on plumbing page of drawings dated 4-15-22.
- 35. All fixtures, valves, and appurtenances as described on plans. Natural gas distribution system, SCH 40 galvanized steel with mega-press fitting system.

Division 16 – Electrical Systems

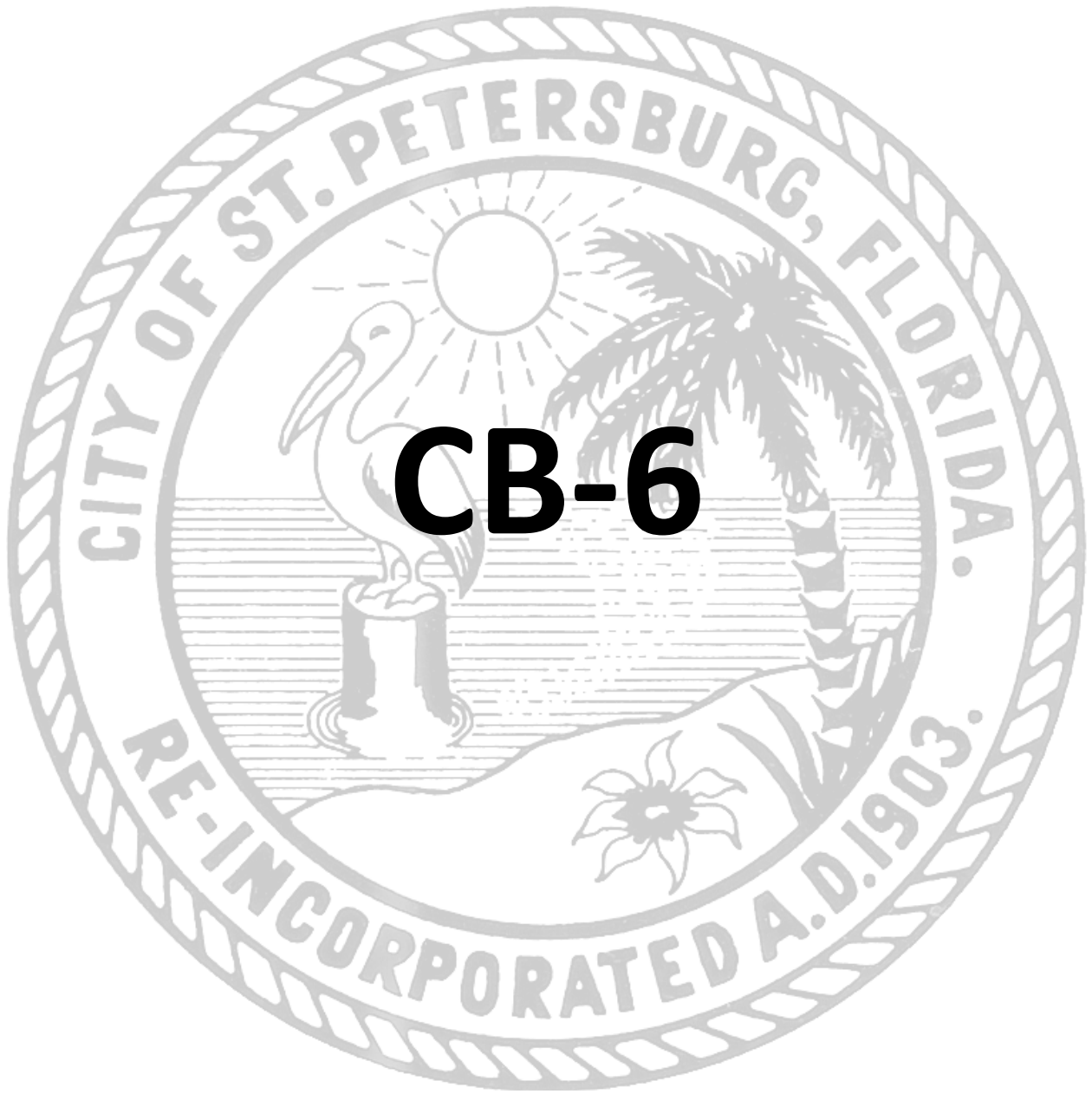
- 36. Additional raceways needed for doors, low voltage, etc., will be installed if coordinated during and/or prior to rough-in inspection.
- 37. Light fixture package is excluded.
- 38. Fire fighters enhanced radio system is excluded.

 <p style="text-align: center;">-- City of St. Petersburg Authorization Request -- General Authorization</p>					Request #
					263239
Name:	Johnson, Sarah B	Request Date:	20-MAR-2024	Status:	APPROVED

Authorization Request	
Subject:	Council Approval - 4/4
Message:	21219-019 - Hennessey - Pier Head Generator - CMAN GMP
Supporting Documentation:	Hennessey - Pier Head Generator - CMAN GMP - Final.pdf

	Approver	Completed By	Response	Response Date	Type
0	Johnson, Sarah B		SUBMITTED	20-MAR-2024	
1	Prayman, Brejesh B	Prayman, Brejesh B	APPROVE	20-MAR-2024	User Defined
2	Wahl, Margaret Brown	Wahl, Margaret Brown	APPROVE	20-MAR-2024	User Defined
3	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	21-MAR-2024	User Defined

The following page(s) contain the backup material for Agenda Item: A resolution confirming the Mayor's appointment to the Consolidated Plan Ad Hoc Application Review Committee (Committee) for FY 2024/25; and providing an effective date.
Please scroll down to view the backup material.



CB-6

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of April 4, 2024

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

SUBJECT: A resolution confirming the Mayor’s appointment to the Consolidated Plan Ad Hoc Application Review Committee (“Committee”) for FY 2024/25; and providing an effective date.

EXPLANATION: On April 3, 2003, City Council passed Resolution No. 2003-185, which amended and restated previous resolutions dealing with Consolidated Plan Application and Project Criteria (“Project Criteria”) and Appointment, Composition, and Term of Members of the Consolidated Plan Ad Hoc Application Review Committee (“Committee”). The purpose of the Committee is to review Consolidated Plan applications from non-profit organizations and make recommendations to City Council for funding.

On May 3, 2007, the City Council passed Resolution No. 2007-242, which amended Resolution No. 2003-185 to provide, in part, that the size of the Committee be eleven (11) members. The City Council has subsequently decreased, increased, or maintained the size of the Committee by resolution annually, most recently by Resolution No. 2023-181, which provided that the size of the Committee be eleven (11) and one (1) alternate.

The Administration has received Consolidated Plan applications for funding for FY 2024/25 and needs to have a committee in place for review of those applications in a timely manner.

The Administration has received resumes from seven (7) citizens interested in serving on the Committee. In addition, four (4) members of City Council and one (1) alternate have been appointed by the Mayor to serve on the Committee. The Administration requests that the size of the Committee remain the same as last year with eleven (11) members and one (1) alternate. The Mayor has reviewed all and resumes, and requests that City Council confirm the appointment of the following residents to serve for a term of one year or until a new Committee is appointed, whichever occurs first:

- Ms. Latorra Bowles, representing the grass roots category
- Ms. Katie Everlove-Stone, representing the special needs category
- Ms. Evelyn Douglas, representing the business and industries category
- Ms. Angela Eniola, representing the mental health category
- Ms. Natalia Farhadmotamed, representing the education category
- Mr. Kevin A. Fitzgerald, representing the housing category
- Mr. Enoch O. Nicholson, representing the prevention & intervention category
- The Honorable Copley Gerdes, Council Member
- The Honorable Gina Driscoll, Council Member
- The Honorable John Muhammad, Council Member
- The Honorable Lisset Hanewicz, Council Member
- The Honorable Richie Floyd, Council Member, Alternate

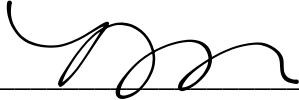
RECOMMENDATION: The Administration recommends that City Council adopt the attached resolution confirming the Mayor’s appointment of eleven (11) members and one (1) alternate to the Consolidated Plan Ad Hoc Application Review Committee (“Committee”) for FY 2024/25; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: This action will not result in additional funding allocations.

ATTACHMENTS: Resolution
Resumes

APPROVALS:

Administration: Al Foster

Budget: 

Resolution No. 2024 - _____

A RESOLUTION CONFIRMING THE MAYOR'S
APPOINTMENTS TO THE CONSOLIDATED
PLAN AD HOC APPLICATION REVIEW
COMMITTEE ("COMMITTEE") FOR FY 2024/25;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 3, 2003, City Council passed Resolution No. 2003-185, which amended and restated previous resolutions dealing with Consolidated Plan Application and Project Criteria ("Project Criteria") and Appointment, Composition, and Term of Members of the Consolidated Plan Ad Hoc Application Review Committee ("Committee"); and

WHEREAS, on May 3, 2007, the City Council passed Resolution No. 2007-242, which amended Resolution No. 2003-185 to provide, in part, that the size of the Committee be eleven (11) members; and

WHEREAS, the City Council has subsequently decreased, increased, or maintained the size of the Committee by resolution annually, most recently by Resolution No. 2023-181, which provided that the size of the Committee be eleven (11) members and one (1) alternate member; and

WHEREAS, the Administration has received Consolidated Plan applications for funding for FY 2024/25 and needs to have a Committee in place for review of those applications in a timely manner; and

WHEREAS, the Administration has received resumes from seven (7) private citizens to serve on the Committee; and

WHEREAS, four (4) Councilmembers and one (1) alternate Councilmember have been designated to serve on the Committee; and

WHEREAS, the Mayor has made the following appointments to the Committee for FY 2024/25:

Ms. Latorra Bowles, representing the grass roots category
Ms. Katie Everlove-Stone, representing the special needs category
Ms. Evelyn Douglas, representing the business and industries category
Ms. Angela Eniola, representing the mental health category
Ms. Natalia Farhadmotamed, representing the education category
Mr. Kevin A. Fitzgerald, representing the housing category
Mr. Enoch O. Nicholson, representing the prevention & intervention category
The Honorable Copley Gerdes, Council Member
The Honorable Gina Driscoll, Council Member
The Honorable John Muhammad, Council Member
The Honorable Lisset Hanewicz– Council Member
The Honorable Richie Floyd, Council Member, Alternate

; and

WHEREAS, City Council is required to confirm appointments of the above persons to the Committee.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the following appointments by the Mayor to the Consolidated Plan Ad Hoc Application Review Committee for FY 2024/25 are confirmed:

Ms. Latorra Bowles, representing the grass roots category
Ms. Katie Everlove-Stone, representing the special needs category
Ms. Evelyn Douglas, representing the business and industries category
Ms. Angela Eniola, representing the mental health category
Ms. Natalia Farhadmotamed, representing the education category
Mr. Kevin A. Fitzgerald, representing the housing category
Mr. Enoch O. Nicholson, representing the prevention & intervention category
The Honorable Copley Gerdes, Council Member
The Honorable Gina Driscoll, Council Member
The Honorable John Muhammad, Council Member
The Honorable Lisset Hanewicz– Council Member
The Honorable Richie Floyd, Council Member, Alternate

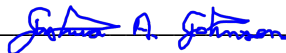
This Resolution shall become effective immediately upon its adoption.

LEGAL:



00732048

DEPARTMENT:



The following page(s) contain the backup material for Agenda Item: A resolution approving the City's Local Housing Assistance Plan under the State Housing Initiatives Partnership (SHIP) Program For FY 2024/25 through FY 2026/27 (Proposed Plan); authorizing the submission of the Proposed Plan to the Florida Housing Finance Corporation (FHFC); authorizing the Mayor or his designee to execute all documents necessary to effectuate the Proposed Plan; and to expend funds in accordance with the Proposed Plan upon its approval by FHFC; finding that five percent (5%) of the SHIP Local Housing Distribution and five percent (5%) of SHIP Program Income (PI) is insufficient to pay the administrative costs of the SHIP Program; authorizing up to ten percent (10%) of the SHIP Local Housing Distribution and ten percent (10%) of the SHIP PI for administrative costs, if the SHIP distribution is below the minimum FHFC allocation amount of \$350,000; adhering to the published SHIP approved methodology for establishing the maximum purchase price limit as may be amended from time to time; and providing an effective date.

Please scroll down to view the backup material.



CB-7

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of April 4, 2024

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

SUBJECT: A resolution approving the City’s Local Housing Assistance Plan under the State Housing Initiatives Partnership (“SHIP”) Program For FY 2024/25 through FY 2026/27 (“Proposed Plan”); authorizing the submission of the Proposed Plan to the Florida Housing Finance Corporation (“FHFC”); authorizing the Mayor or his designee to execute all documents necessary to effectuate the Proposed Plan; and to expend funds in accordance with the Proposed Plan upon its approval by FHFC; finding that five percent (5%) of the SHIP Local Housing Distribution and five percent (5%) of SHIP Program Income (“PI”) is insufficient to pay the administrative costs of the SHIP Program; authorizing up to ten percent (10%) of the SHIP Local Housing Distribution and ten percent (10%) of the SHIP PI for administrative costs, if the SHIP distribution is below the minimum FHFC allocation amount of \$350,000; adhering to the published SHIP approved methodology for establishing the maximum purchase price limit as may be amended from time to time; and providing an effective date.

EXPLANATION:

The State Housing Initiatives Partnership (SHIP) Program was created pursuant to Chapter 420.907-420.9079, Florida Statutes (“Act”). The State of Florida transfers documentary stamp revenues from the Sadowski Trust Fund to the Florida Housing Finance Corporation (“FHFC”) for the SHIP Program. The City by way of establishing a three-year Local Housing Assistance Plan (“Proposed Plan”) becomes eligible each year to receive funding from FHFC to assist in meeting housing goals established by the City. For planning purposes, if the Sadowski Trust Fund is funded, the City has been advised that we should receive \$2,016,645 each year from FHFC. The City has participated in the SHIP Program since 1993.

The Proposed Plan has seven strategies which promote the City's goals of homeownership, owner-occupied rehabilitation, along with creation and preservation of rental housing. The Proposed Plan will meet the requirements of the Act that:

- A minimum of 65% of the SHIP distribution must be spent on eligible home ownership activities.
- No more than 25% of the SHIP distribution may be used for either multi-family development or rental assistance.
- A maximum of 10% of the SHIP distribution may be used for administrative costs if approved by City Council.
- A minimum of 75% of the SHIP distribution must be spent on eligible construction activities.
- A minimum of 20% of the SHIP distribution must be for special needs activities.
- At least 30% of all funds, must be reserved for very low- income households up to 50% of median family income.

- An additional 30% of all funds must be reserved for low-income households, up to 80% of median family income.
- The remaining funds may be reserved for a combination of very-low, low, moderate, and 140% of median family income households.

Fiscal information is found on the “Housing Delivery Goal Charts” Exhibit C of the LHAP. The housing strategies enumerated in the Plan are as follows:

Strategy 1: Purchase Assistance Program

This strategy provides funding to first-time homebuyers to purchase newly constructed housing or rehabilitated housing.

Strategy 2: Owner-Occupied Rehabilitation Program (“RAP”)

This strategy will provide rehabilitation of eligible owner-occupied single-family residential homes with priority given to persons with special needs as defined in 420.0004 (13), essential service personnel, and households under 80% of median family income. This strategy will improve the health and safety conditions in the unit to preserve the home. The repair priorities include roofing, electrical, heating, plumbing, and handicap accessibility, and other conditions that may affect the property.

Strategy 3: Housing Accessibility Program

This strategy will provide assistance to retrofit eligible owner-occupied single-family residential homes, condominium units, town home units, cooperative residential units to allow functional accessibility for the owner or a member of the household with special needs.

Strategy 4: Disaster Relief Program

This is a “place-holder” strategy which is required to be in all LHAPs. It will provide funding to assist persons in the event of an emergency or natural disaster that has been declared by executive order, including but not limited to hurricanes, tornadoes, floods, droughts, hazardous materials spills or accidents, wildfires, lightning, and health crisis. SHIP funds may be used for items such as, but not limited to: interim repairs/reimbursement to avoid further property damage, payment of insurance policy deductibles for the insured residence, rehabilitation, new construction, purchase of emergency supplies for eligible households to weatherproof damage homes, rental/utility assistance for eligible applicants, and mortgage/utility assistance for eligible applicants, or any other eligible activities as provided under Florida Statutes or as authorized by the City. Assistance will only be provided for repairs not covered by insurance or other disaster programs.

Strategy 5: Multi-Family Rental Housing Development Program

This strategy provides financing for new construction, acquisition and/or substantial rehabilitation of multi-family rental units developed by eligible sponsors or the City. The City encourages leveraging of SHIP funds whenever possible. Units developed are to be occupied primarily by extremely low-, very low-, and low-income occupants. Moderate-income units will only be funded to provide for the opportunity of “mixed-income” housing in a project that also serves extremely low-, very low-, and low-income households.

Strategy 6: Rental Assistance Program

This strategy provides rental assistance to households facing eviction, or very low-income households with a least one adult who is a person with special needs, or very low-income homeless households. Cost may include up to 3 month’s rent to prevent homelessness, or security and utility deposits and up to 6 months’ rent to rapidly re-house the homeless.

Strategy 7: Demolition/Relocation/Construction

This strategy provides for single-family residential owner-occupied units which are beyond repair and unsafe for habitation and have a condemnation order issued will be demolished and a new structure will be constructed on the same site.

Administration is requesting authorization to be allowed to use up to ten percent (10%) of City’s SHIP Local Housing Distribution and ten percent (10%) of the SHIP PI to administer the SHIP Program, if the SHIP distribution is below the minimum FHFC allocation amount of \$350,000. Without this specific approval, SHIP administrative costs would be limited to five percent (5%) of the City’s SHIP Local Housing Distribution and five percent (5%) of SHIP PI. This additional administrative allocation has been implemented by the City since it became available, and it is recommended that the policy continue to provide the required funding for the program’s administrative needs, including salaries and benefits, office supplies/equipment, travel, and advertising.

The SHIP Program requires that the purchase or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Administration recommends that the City continue to automatically adopt the maximum purchase price as published by the SHIP Program to be used in the City’s housing programs. Administration proposes that when new data is received that would increase/decrease the maximum sales price, the Administration may increase/decrease the maximum sales price without further City Council action using this procedure.

RECOMMENDATION:

A resolution approving the City’s Local Housing Assistance Plan under the State Housing Initiatives Partnership (“SHIP”) Program For FY 2024/25 through FY 2026/27 (“Proposed Plan”); authorizing the submission of the Proposed Plan to the Florida Housing Finance Corporation (“FHFC”); authorizing the Mayor or his designee to execute all documents necessary to effectuate the Proposed Plan; and to expend funds in accordance with the Proposed Plan upon its approval

RESOLUTION NO. 2024- _____

A RESOLUTION APPROVING THE CITY’S LOCAL HOUSING ASSISTANCE PLAN UNDER THE STATE HOUSING INITIATIVES PARTNERSHIP (“SHIP”) PROGRAM FOR FY 2024/25 THROUGH FY 2026/27 (“PROPOSED PLAN”); AUTHORIZING THE SUBMISSION OF THE PROPOSED PLAN TO THE FLORIDA HOUSING FINANCE CORPORATION (“FHFC”); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROPOSED PLAN AND TO EXPEND FUNDS IN ACCORDANCE WITH THE PROPOSED PLAN UPON ITS APPROVAL BY FHFC; FINDING THAT FIVE PERCENT (5%) OF THE SHIP LOCAL HOUSING DISTRIBUTION AND FIVE PERCENT (5%) OF SHIP PROGRAM INCOME (“PI”) IS INSUFFICIENT TO PAY THE ADMINISTRATIVE COSTS OF THE SHIP PROGRAM; AUTHORIZING UP TO TEN PERCENT (10%) OF THE SHIP LOCAL HOUSING DISTRIBUTION AND TEN PERCENT (10%) OF THE SHIP PI FOR ADMINISTRATIVE COSTS, IF THE SHIP DISTRIBUTION IS BELOW THE MINIMUM FHFC ALLOCATION AMOUNT OF \$350,000; ADHERING TO THE PUBLISHED SHIP APPROVED METHODOLOGY FOR ESTABLISHING THE MAXIMUM PURCHASE PRICE LIMIT AS MAY BE AMENDED FROM TIME TO TIME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State Housing Initiatives Partnership (“SHIP”) Program was created by the State Housing Initiatives Partnership Act, sections 420.907 – 420.9079, Florida Statutes (“Act”); and

WHEREAS, the State of Florida transfers documentary stamp revenues from the Sadowski Trust Fund to the Florida Housing Finance Corporation (“FHFC”), which administers the SHIP Program for the purpose of providing funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing; and

WHEREAS, the Act, and Chapter 67-37, Florida Administrative Code, require local governments to develop a one- to three-year Local Housing Assistance Plan outlining how SHIP funds will be used; and

WHEREAS, the City's proposed plan ("Proposed Plan") has six strategies which promote the City's goals of homeownership, owner-occupied rehabilitation, along with creation and preservation of rental housing; and

WHEREAS, the City must submit the Proposed Plan to the Florida Housing Finance Corporation for review and approval; and

WHEREAS, pursuant to section 420.9075, F.S., Administration finds that five percent (5%) of the SHIP Local Housing Distribution and five percent (5%) of SHIP Program Income is insufficient to adequately pay the administrative costs of the SHIP Program; and

WHEREAS, Administration proposes that City Council authorize up to ten percent (10%) of the City's SHIP Local Housing Assistance Distribution and ten percent (10%) of the City's SHIP Program Income to implement and administer the City's Local Housing Assistance Program, if the SHIP distribution is below the minimum FHFC allocation amount of \$350,000; and

WHEREAS, the SHIP Program requires that the purchase or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located, and Administration suggests that the City continue to automatically adopt the maximum purchase price as published by the SHIP Program to be used in the City's housing programs, with Administration increasing/decreasing the maximum sales price when applicable new data is received without further need for City Council action in setting the maximum sales price.


NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the City's Local Housing Assistance Plan under the State Housing Initiatives Partnership ("SHIP") Program for FY 2024/25 through FY 2026/27 ("Proposed Plan") is approved, and the Mayor or his designee is authorized to submit the Proposed Plan to the Florida Housing Finance Corporation, to execute all documents necessary to effectuate the Proposed Plan, and to expend funds in accordance with the Proposed Plan, upon its approval by the Florida Housing Finance Corporation.

BE IT FURTHER RESOLVED that the City Council finds that five percent (5%) of the SHIP Local Housing Distribution and five percent (5%) of SHIP Program Income is insufficient to pay the administrative costs of the City's SHIP Program and authorizes up to ten percent (10%) of the City's SHIP Local Housing Assistance Distribution and ten percent (10%) of the City's SHIP Program Income for administrative costs of the City's SHIP Program, if the SHIP distribution is below the minimum FHFC allocation amount of \$350,000.

BE IF FURTHER RESOLVED that City Council approves adhering to the published SHIP approved methodology for establishing the maximum purchase price limit as may be amended from time to time.

This Resolution shall become effective immediately upon its adoption.

LEGAL:



00730633

DEPARTMENT:





CITY OF ST. PETERSBURG

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2024-2025, 2025-2026, 2026-2027

Prepared By:

Housing and Community Development Department



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I. Program Details:

A. LG(s)

Name of Local Government	City of St. Petersburg
Does this LHAP contain an interlocal agreement?	No
If yes, name of other local government(s)	

B. Purpose of the program:

- To meet the housing needs of the very low, low, and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2024-2025, 2025-2026, 2026-2027

D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership: The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through face-to-face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time completed applications were submitted as well as any established funding priorities as described in this plan.

J. Discrimination: In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.



- K. Support Services and Counseling:** Support services are available from various sources. Currently, homeownership counseling (pre and post), credit counseling, financial fitness, and foreclosure prevention counseling are provided by the City through non-profit agencies.
- L. Purchase Price Limits:** The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the average area purchase price established by the U.S. Treasury Department or as described above. The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

- M. Income Limits, Rent Limits and Affordability:** The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

“Affordable” means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household’s ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

- N. Welfare Transition Program:** Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.
- O. Monitoring and First Right of Refusal:** In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county, or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.
- P. Administrative Budget:** A line-item budget is attached as [Exhibit A](#). The city/county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: “A county or an



eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan.”

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: “The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.” The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.

Q. Program Administration: Administration of the local housing assistance plan will be performed by:

Entity	Duties	Admin. Fee Percentage
Local Government	Oversight and management of grant funds	10%
Third Party Entity/Sub-recipient		

R. First-time Homebuyer Definition: For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

S. Project Delivery Costs: The below costs pertain to the Owner-Occupied Rehabilitation and Housing Accessibility/Special Needs strategies. Costs will not exceed \$1,500/applicant.

- Recording fees/doc stamps
- Termite inspections
- Lead-based paint inspection
- Lead Clearance testing/exam

T. Essential Service Personnel Definition (ESP): ESP includes teachers and educators, other school district, community college, and university employees, police and fire personnel, health care personnel, skilled building trades personnel, automotive mechanics; government employees; and active military.

U. Describe efforts to incorporate Green Building and Energy Saving products and processes: The City is committed to the production of energy efficient housing for long term affordability. The City will incorporate energy efficient improvements to reduce energy costs based on funding availability. Specific improvements include: 1) installation of energy efficient doors and windows; 2) replacement of heating and/or cooling systems with high energy efficient 15 SEER; 3) installing R-30 insulation or higher, 4) energy star appliances, and 5) water heaters and low consumption toilets and faucets.



V. Describe efforts to meet the 20% Special Needs set-aside: Housing assistance is available to income eligible persons requiring independent living services in order to maintain housing or develop independent living skills and to those who have a disabling condition, including survivors of domestic violence, those receiving SSDI or SSI or veterans' disability benefits and those who may be hearing and visually impaired.

The City's Housing Accessibility strategy provides funding to retrofit a residential dwelling unit and make it accessible for persons with special needs.

The City markets all programs including the "Housing Accessibility/Special Needs Program" on the City's website. The City interacts with the below agencies who assist persons with disabilities. The City continually communicates to offer special needs services through these organizations, churches, local non-profit housing providers and educators, other city departments such as Codes Compliance, Neighborhood Services, the City's ADA Diversity Coordinator, the Neighborhoods Team (N-Team) and others:

- Disabled American Veterans
- Abilities of Florida
- Disability Achievement Center
- Louise Graham Regeneration Center
- CAPI - City of St. Petersburg
- Community Action Stops Abuse (CASA)
- Pinellas County Urban League
- PARC
- Homes for Independence
- Family Resources
- Goodwill Industries

Every effort is given in processing and documenting that a household member is a special needs applicant. We work with the Social Security Administration, Physicians, and social service organizations to ensure that each applicant is given every consideration for assistance, including observation.

W. Describe efforts to reduce homelessness: The City currently has a staff person dedicated to working with the Homeless Leadership Alliance (HLA) of Pinellas to help end homelessness. Through collaboration of all local jurisdictions and the HLA, it is our goal to end homelessness, making homelessness brief, rare and non-recurring. By way of the Rental Assistance strategy, we will be able to assist those in need.



Section II. LHAP Strategies:

A. Strategy Name: Purchase Assistance Program	Code: 2
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a. Summary: The purpose of the Purchase Assistance Program is to promote homeownership for first time homebuyers. Funds shall be made available to eligible homebuyers to assist with the purchase of a new or existing home. Eligible activities under this strategy shall include down payment and closing cost assistance.

b. Fiscal Years Covered: 2024-2025, 2025-2026, 2026-2027

c. Income Categories to be served: Very low, low, moderate and households up to 140% AMI

d. Maximum award: \$75,000

e. Terms:

1. Repayment loan/deferred loan/grant: funds will be awarded as an amortized and forgivable loan secured by a recorded subordinate mortgage and promissory note.

2. Interest Rate: 0%

3. Years in loan term: 10 years

4. Forgiveness:

Very Low, Low	100% of the loan will be forgiven at the end of the loan term
Moderate	50% of the loan will be forgiven at the end of the loan term
140%	30% of the loan will be forgiven at the end of the loan term

5. Repayment:

Moderate	Repay 50% of the loan amount over the loan term
140%	Repay 70% of the loan amount over the loan term

6. Default: The loan will be determined to be in default if any of the following occurs: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; failure to occupy the home as primary residence; foreclosure; or failure to make payments as stipulated in the promissory note.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the City may modify the terms and conditions of the loan.

If the home is foreclosed on by a superior mortgage holder, the City will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture.

f. Recipient/Tenant Selection Criteria: Applications for assistance under this program will be reviewed and approved on a first-qualified, first-served basis, following receipt of an application, income qualification, and first mortgage approval with priority given to persons with special needs as defined in 420.0004 (13) and essential services personnel. In addition, applicants are required to complete a homebuyer education course.



- g. Sponsor Selection Criteria: Not applicable
- h. Additional Information: Not applicable

B. Strategy Name: Owner-Occupied Rehabilitation Program	Code: 3
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a. Summary: Provides funds for rehabilitation of owner-occupied single-family residential homes. The strategy is to improve the health and safety conditions in the unit and to preserve the home. The repair priorities include roofing, electrical, heating, plumbing, handicap accessibility, and other conditions that may affect the property. Mobile homes are not eligible to receive assistance from this program.

- b. Fiscal Years Covered: 2024-2025, 2025-2026, 2026-2027
- c. Income Categories to be served: Extremely Low, Very low, low, and moderate
- d. Maximum award: \$60,000 Rehabilitation/Temporary Relocation

e. Terms:

1. Repayment loan/deferred loan/grant: funds will be awarded as amortized and forgivable loan secured by a recorded mortgage and promissory note
2. Interest Rate: 0%
3. Years in loan term: 10 years
4. Forgiveness:

Extremely Low, Very Low, Low	100% forgiven at the end of the loan term
Moderate	50% forgiven at the end of the loan term

5. Repayment:

Moderate	Repay 50% of the loan amount over the loan term
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6. Default: The loan will be determined to be in default if any of the following occurs: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; failure to occupy the home as primary residence; foreclosure; or failure to make payments as stipulated in the promissory note.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the City, may modify the terms and conditions of the loan.

If the home is foreclosed on by a superior mortgage holder, the City will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture.



- f. Recipient/Tenant Selection Criteria: Applications for assistance under this program will be reviewed and approved on a first qualified, first-served basis, with priority given to persons with special needs as defined in 420.0004 (13), essential service personnel, and households up to 80% AMI. In addition, homeowner must be current on property taxes.
- g. Sponsor Selection Criteria: Not applicable
- h. Additional Information: Temporary relocation expenses may be provided at an amount not to exceed \$5,000, if there are no other housing options such as living with family members.

C. Strategy Name: Housing Accessibility Program	Code: 11
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a. Summary: Provide assistance to retrofit eligible owner-occupied single-family residential homes, condominium units, town home units, cooperative residential units to allow functional accessibility for the owner or a member of the household with special needs as defined in 420.0004 (13).

- b. Fiscal Years Covered: 2024-2025, 2025-2026, 2026-2027
- c. Income Categories to be served: Extremely Low, Very low, low, and moderate
- d. Maximum award: \$20,000 (\$5,000 grant / \$15,000 loan) Rehabilitation/Temporary Relocation
- e. Terms:
 1. Repayment loan/deferred loan/grant: First \$5,000 awarded as a grant, then up to \$15,000 may be awarded as a forgivable loan secured by a recorded mortgage and promissory note.
 2. Interest Rate: 0%
 3. Years in loan term: 5 or 10 years
 4. Forgiveness:

Up to \$5,000 loan	100% forgiven at the end of a 5-year loan term
\$5,001 - \$15,000 loan	100% forgiven at the end of a 10-year loan term
 5. Repayment: Not required if the loan is not in default.
 6. Default: The loan will be determined to be in default if any of the following occurs: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; failure to occupy the home as primary residence; foreclosure; or failure to make payments as stipulated in the promissory note.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the City from time to time, may modify the terms and conditions of the loan.



If the home is foreclosed on by a superior mortgage holder, the City will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture.

- f. Recipient/Tenant Selection Criteria: Applications for assistance under this program will be reviewed and approved on a first qualified, first-served basis, with priority given to persons with special needs as defined in 420.0004 (13), essential service personnel, and households up to 80% AMI.
- g. Sponsor Selection Criteria: Not applicable
- h. Additional Information: Temporary relocation expenses may be provided at an amount not to exceed \$5,000, if there are no other housing options such as living with family members.

D. Strategy Name: Disaster Relief Program	Code: 5, 16
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- a. Summary: Provide assistance in which an emergency or disaster has been declared by executive order of the President or Governor. SHIP disaster funds may be used for items such as, but not limited to:
 1. Demolition, rehabilitation, new construction, relocation, or any other eligible activities as provided under Florida Statutes or as authorized by the City. Assistance will only be provided for repairs not covered by insurance or other disaster programs;
 2. Purchase/reimbursement of emergency supplies for eligible households to weatherproof damaged homes;
 3. Interim repairs/reimbursement to avoid further damage required to make the individual housing unit habitable;
 4. Reimbursement for tree and debris removal which may have impacted the home structurally;
 5. Payment of insurance deductibles for rehabilitation of homes covered under homeowners' insurance policies;
 6. Rental and utility assistance for eligible applicants; and
 7. Mortgage and utility assistance for eligible applicants.

- b. Fiscal Years Covered: 2024-2025, 2025-2026, 2026-2027
- c. Income Categories to be served: Extremely Low, Very low, low, and moderate
- d. Maximum award: \$100,000 loan for summary strategy items 1-4
\$8,000 grant for summary strategy items 5-7
- e. Terms:
 - For Summary Strategy Items 1 - 4:**
 1. Repayment loan/deferred loan/grant: funds will be awarded as forgivable loans secured by a recorded mortgage and promissory note.
 2. Interest Rate: 0%
 3. Years in loan term: 5, 10, or 15 years



4. Forgiveness:

\$0 - \$5,000	100% forgiven after a 5-year loan term
\$5,001 - \$45,000	100% forgiven after a 10-year loan term
\$45,001 - \$100,000	100% forgiven after a 15-year loan term

5. Repayment: Not required if the loan is not in default

6. Default: The loan will be determined to be in default if any of the following occurs: sales, transfer, or conveyance of property; conversation to a rental property; loss of homestead exemption status; failure to occupy the home as primary residence; foreclosure; or failure to make payments as stipulated in the promissory note.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the City from time to time, may modify the terms and conditions of the loan.

If the home is foreclosed on by a superior mortgage holder, the City will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture.

For Summary Strategy Items 5 - 7:

1. Repayment loan/deferred loan/grant: Grant
2. Interest Rate: N/A
3. Years in loan term: Not applicable
4. Forgiveness: Not applicable
- 5.
6. Repayment: Not applicable
7. Default: Not applicable

f. Recipient/Tenant Selection Criteria: Applications for assistance under this program will be reviewed and approved on a first-qualified, first-served basis, with priority given to persons with special needs as defined in 420.0004 (13), essential service personnel, and households up to 80% AMI.

g. Sponsor Selection Criteria: Not applicable

h. Additional Information: In the event of a disaster or national health emergency, the City will expedite the services of non-profit agencies to assist in the immediate response to the crisis, such as short-term mortgage/utility assistance, rental/utility assistance; and/or home repairs.



E. Strategy Name: Multi-Family Rental Housing Development Program	Code: 14,21
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- a. Summary: Provides financing for the new construction, acquisition and/or substantial rehabilitation of multi-family rental units developed by eligible sponsors or the City. The City encourages leveraging of SHIP funds whenever possible.
- b. Fiscal Years Covered: 2024-2025, 2025-2026, 2026-2027
- c. Income Categories to be served: Extremely Low, Very low, low, and moderate
- d. Maximum award: \$800,000 per development, Maximum per unit amount not to exceed current published HOME max per unit subsidy amount
- e. Terms:
1. Repayment loan/deferred loan/grant: funds will be awarded as an amortized or forgivable loan secured by a recorded subordinate mortgage and promissory note.
 2. Interest Rate: 0%
 3. Years in loan term: 20 years unless longer term required by superior lender.
 4. Forgiveness: Loan will be forgiven after 20 years if a simple majority (51%) of the units are designated and maintained as very-low income, homeless, chronically homeless, elderly or persons with special needs as defined in 420.0004 (13).
 5. Repayment: Loans that are not forgiven under the criteria listed in number 4, will be at 0% interest and will have a repayment term that will amortize over 30 years, unless a superior lender requires different terms, then may modify to those terms for repayment. Payment amounts will be determined to be acceptable if a minimum debt service ratio of 1.10 is maintained.
 6. Default: The loan will be determined to be in default if any of the following occurs: sale, transfer, or conveyance of the property, conversion to another use; failure to maintain standards for compliance as required by any of the funding sources. If any of these occur without the prior written consent from the City, the outstanding balance will be due and payable.
- f. Recipient/Tenant Selection Criteria: All applicants for residence in a SHIP-assisted unit must meet income qualifications of the program as determined and reported by the developer's management company for the development.
- g. Sponsor/Sub-recipient Selection Criteria: The City shall administer the Multi-family Rental Development Program. An eligible developer/sponsor may submit on a first come, first served basis subject to funding or may submit applications when notified by the City of a Request for Proposals (RFP) for assistance based on funding availability.

The criteria to select eligible Sponsors include, but are not limited to the following:

- Ability to proceed and expedite the development in a timely manner
- Sponsor has a management system in place for effective production, costs, and quality control
- Financial capacity to undertake the project, evidenced by a current audit or other documentation that shows stable financial condition
- If previously funded, sponsor has performed successfully
- If incorporated as a non-profit organization, sponsors must be incorporated at least one year before



application submission deadline and have 501(c)(3) status from the Internal Revenue Service (IRS) at least one year before application

- Selection of Management Company with experience in tenant qualification and selection
- Sponsor is encouraged to leverage other resources to complete the project
- Submits an application that includes pro-forma
- Sponsor must have site control and required zoning to receive funding through this program
- Sponsor must have affordable housing development experience
- Sponsor’s project must be recommended for approval by the City’s Project Review Team (PRT)
- Sponsor must submit a monitoring and management plan for review and recommendation to the PRT

h. Additional Information: Developer/Sponsor will be required to meet compliance reporting requirements on the development necessary to meet the statutory requirements for monitoring of SHIP rental units.

F. Strategy Name: Rental Assistance Program	Code: 13, 23, 26
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a. Summary: Provide assistance to households who are facing eviction, or very low-income households with at least one adult who is a person with special needs as defined in F.S. 420.0004(13) or very low-income homeless households as defined in 420.9071(20). Cost shall include security and utility deposits, up to 3 month’s rent to prevent homelessness, up to 6 month’s rent to rapidly re-house the homeless or assist a household with special needs.

b. Fiscal Years Covered: 2024-2025, 2025-2026, 2026-2027

c. Income Categories to be served: Extremely Low, Very low, and low

d. Maximum award: \$10,000

- e. Terms :
1. Repayment loan/deferred loan/grant: Grant
 2. Interest Rate: N/A
 3. Years in loan term: Not applicable
 4. Forgiveness: Not applicable
 5. Repayment: Not applicable
 6. Default: Not applicable

f. Recipient/Tenant Selection Criteria: Applicants must meet the income qualifications and rent limits established by SHIP, and will be assisted on a first-qualified, first-served basis subject to funding availability

g. Sponsor Selection Criteria: Not applicable



- h. Additional Information:
- Applicant must have a minimum twelve-month lease
 - Applicant must be a US citizen or permanent resident
 - Unit must be able to pass a Housing Quality Standards (HSQ) inspection
 - Assistance provided will be based on the SHIP published rents

G. Strategy Name: Demolition/Relocation/Construction	Code: 4
---	---------

a. Summary: Single-family residential owner-occupied units which are beyond repair and unsafe for habitation and have a condemnation order issued will be demolished and a new structure will be constructed on the same site.

- b. Fiscal Years Covered: 2024-2025, 2025-2026, 2026-2027
- c. Income Categories to be served: Extremely Low, Very low, low, and moderate
- d. Maximum award: \$350,000 Demolition/Relocation/Construction
- e. Terms:
1. Repayment loan/deferred loan/grant: funds will be awarded as amortized and forgivable loans secured by a recorded mortgage and promissory note.
 2. Interest Rate: 0%
 3. Years in loan term: 20 years
 4. Forgiveness:

Extremely Low	100% forgiven after 20 years
Very Low	80% forgiven at the end of the loan term
Low	70% forgiven at the end of the loan term
Moderate	60% forgiven at the end of the loan term

5. Repayment:

Very Low	Repay 20% over the loan term
Low	Repay 30% over the loan term
Moderate	Repay 40% over the loan term

6. Default: The loan will be determined to be in default if any of the following occurs: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; foreclosure; or failure to occupy the home as primary residence.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home as their primary residence, the mortgage becomes due and payable.

If the home is foreclosed on by a superior mortgage holder, the City will make an effort to recapture



funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture.

- f. Recipient/Tenant Selection Criteria: Applications for assistance under this program will be reviewed and approved on a first qualified, first-served basis, with priority given to persons with special needs as defined in 420.0004 (13), essential service personnel, and households earning up to 80% AMI.
 - i. Must have resided in the dwelling for at least fifteen (15) years prior to the date of application, with exception in the case of fire, severe water damage, sink holes, or structural damage not covered under property insurance or other Federal or State programs.
 - ii. Must not have received assistance from the City through CDBG, HOME, and/or SHIP funded programs within the past five (5) years. Exceptions would be granted in the event of fire, severe water damage, sink holes, or structural damage not covered under property insurance or other Federal or State programs.
 - iii. Must be current on existing mortgage payments. Any occurrences of 90-day late payment within the previous 12 months as reported on a credit report will be evaluated on a case-by-case basis and may serve as the basis for denial from the City.
 - iv. Primary mortgage holder must provide written approval for the demolition/construction activity, if applicable.
- g. Sponsor Selection Criteria: Not applicable
- h. Additional Information: At a minimum, the constructed dwelling unit must have a living room, kitchen area and bathroom. Also, it must have bedrooms to accommodate all household members according to housing quality standards. Demolition/Construction of housing will not be made to owners of manufactured or mobile homes. Temporary relocation expenses, including reasonable storage of personal belongings, may be provided at an amount not to exceed \$25,000 per unit, if there are no other housing options such as living with family members.

III. LHAP Incentive Strategies

A. Name of the Strategy: **Expedited Permitting**

The City will continue the current process of expediting building permit applications as defined in s. 163.3177 (6) (f) (3) for affordable housing projects to a greater degree than other projects with a maximum of 10 business days be established as the time frame for the City to return comments on any affordable housing site plan/permit application. An Affordable Housing Liaison has been hired to track all Certified Affordable Housing Projects. The Process is published on the City's website at:

https://www.stpete.org/business/building_permitting/building_permits.php



B. Name of the Strategy: **Ongoing Review Process**

The Housing Affordability Impact Statement was adopted as one of the original incentives recommended by the first Affordable Housing Advisory Committee (AHAC) and adopted by City Council in 1994. The Impact Statement was included as a requirement in the Housing Element of the Comprehensive Plan and was adopted as an official Administrative Policy in 1998. The City will continue the current process by which it considers, before adoption of policies, ordinances, regulations, or plan provisions that increases the cost of housing by attaching the Affordable Housing Impact Statement whenever necessary.

C. Name of the Strategy: **All allowable fee waivers provided for the development or construction of affordable housing**

The City reduced local permit fees for homes under 1,400 square feet in 2017. In 2018, the City sent a letter to the County requesting that the multi-modal fee be either waived or reduced for affordable housing. The County agreed to the reduction for “units restricted to low-income as a component of affordable housing development incentive programs” and this has been implemented by Pinellas County Ordinance 19-15. The Affordable Housing Advisory Committee continues to encourage a full multi-model fee waiver for certified affordable low-income units to be considered by the Board of County Commissioners. In 2022, City Ordinance 535H was adopted to provide sewer connection fee waivers for workforce housing units with incomes at or below 120% AMI.

D. Name of the Strategy: **The allowance of flexibility in densities for affordable housing**

The City adopted a voluntary Workforce Housing Density Bonus Program in 2007 by Ordinance 854-G. The Program was amended in 2018 to focus on lower incomes, provide clarity and flexibility. The City also amended the Land Development regulations in 2019 (LDR 2019-05 and LDR 2019-06) to increase the number of the Workforce Housing bonus units awarded. In 2020, City Council voted to remove the extra public hearing requirement, use text amendments to create the NTM-1 category, and began the associated map amendment process. In 2021, AHAC voted to support the rezoning of NTM-1 to include allowance of 4-unit density within a ½ mile of Future Major Streets and as related to the City’s “Vision 2050 Plan”. In 2022, there were no amendments to this incentive. In 2023, City Council voted to approve the rezoning of 2,895 parcels from NT-1 and NT-2 to NTM-1

E. Name of the Strategy: **The allowance of affordable accessory residential units in residential zoning districts.**

The City has allowed accessory dwelling units (“ADUs”) in the residential zoning districts of NT1, NT2, and NT4 since 2007. However, in September 2019, the City Council adopted Ord 385-H, which allows ADUs to be constructed on smaller lots (4500 sq. ft.), thereby allowing over 9,000 additional lots to qualify for the construction of an ADU. In 2022, the City adopted Ordinance 509-H, expanding ADUs into NT-3 and NS districts (with certain restrictions) and modifying the parking criteria for ADUs. The City updated its website to include ADU information.



- F. Name of the Strategy: **The reduction of parking and setback requirement**
The reduction of parking requirements for smaller and affordable units and for units located within proximity (1/8 mile) of high frequency transit routes was approved by City Council in 2019 (Ord. 375-H).

- G. Name of the Strategy: **Allowance of Flexible Lot Configurations, Including Zero-Lot-Line Configurations**
The “Missing Middle” concept allows for flexible urban setbacks to encourage more affordable housing development. LGCP 2019-02 allows new flexibility and was adopted by City Council 11/14/19. Under this revision single-family houses may expand to include ADU’s or be redeveloped to a maximum of four (4) residential units. The units may be developed as rental apartments, townhomes, or condominiums.

- H. Name of the Strategy: **Modification of street/sidewalk/design requirements**
The City no longer requires a separate walkway from house to curb when home has a front driveway. In addition, the City adopted an affordable housing sidewalk reimbursement program within the South St Petersburg CRA for single family homes that are restricted & sold to households at or below 120%.

- I. Name of the Strategy: **The preparation of a printed inventory of locally owned public lands suitable for affordable housing**
Single family lots suitable for housing development are placed in the Affordable Lot Disposition Program using a public hearing process. Other lots deemed appropriate are posted for Request for Proposals on the City’s website. The City will comply with the requirement of SB102 to prepare an inventory of locally owned land suitable for affordable housing.

- J. Name of the Strategy: **The support of development near transportation hubs and major employment centers and mixed–use developments**
This incentive is currently being implemented as the City’s Land Development Regulations encourage mixed-use, higher density development that is concentrated along major corridors, the Pinellas Suncoast Transit Authority network, the Central Avenue Bus Rapid Transit route, and within six designated activity centers. In August 2019 City Council Approved reductions of minimum parking standards when a development is located within 1/8 mile of a high frequency transit route.

- K. Name of the Strategy: **Waiving special assessment fees/Foreclosure Lot Initiative**
Beginning in 2023, Option D of the special assessment lien waiver process now allows for the \$1,000 administrative fee to be waived if the owner records a restrictive covenant requiring occupancy by households at or below 120% AMI.

- L. Name of the Strategy: **The identification of existing sources that can be made available to affordable housing developers to provide assistance in locating eligible home buyers and renters for affordable housing units**
The City promotes programs to assist affordable housing developers and provides information under the “Developer Tab” on <https://www.stpete.org/housing/>



- M. Name of the Strategy: **The Rebates for Residential Rehabs Program**
The City established an Affordable Rebates for Residential Rehabilitation Program within the South St Petersburg CRA to assist affordable housing developers. In 2023, a “city-wide” Pilot RRR+ program was approved by Resolution 23-205.
- N. Name of the Strategy: **The creation of a web page link to provide public access to all the Affordable Housing Incentives approved by the Committee**
The City places the SHIP Affordable Housing Incentives Plan on both the “Developer Tab” on <https://www.stpete.org/housing/> and under the documents list at <https://www.stpete.org/housing/documents.php>. Additionally, the 2023 Incentive Plan will be posted to the City’s website and is searchable by using either “Housing Documents” or “Developer Incentives”.
- O. Name of the Strategy: **Penny for Pinellas funding for affordable housing land acquisition**
The Penny for Pinellas one-cent local option sales surtax program renewal was passed in 2017. City Council then established by Resolution 2017-378 that \$15 million of the “citywide infrastructure” category be designated for affordable housing and further established goals by income levels under Resolution 2018-385. An Interlocal Agreement was approved by City Council on 12/10/2020 by Resolution 2020-523 which authorizes the implementation of this program using the Pinellas County Housing Finance Authority Land Acquisition/Land Trust process. As of 2023, there are 85 units under construction using the City’s portion of Penny for Pinellas Land Acquisition Funding and 71 additional units have been approved for this funding and are in the pipeline to close in 2024.
- P. Name of the Strategy: **Create a process for City Council to review affordable housing proposals in accordance with the statutory changes adopted under HB 1339 in July 2020**
Local code changes to implement a process to allow the flexibility intended by this House Bill are in process. In 2023, a process for the implementation of HB1339 and SB962 was established in 2022 and updated in 2023 to reflect revisions required due to SB102.
- Q. Name of the Strategy: **Implement revisions to Chapter 17.5 site plan approval process to bring into compliance with SB102 Live Local Act.**
In 2023, City Council voted to move forward on an Amendment to reduce the current sixty (60) unit minimum to ten (10) units, eliminate the five (5) acre minimum and the public hearing requirement and add a thirty (30) day public comment period.
- R. Name of the Strategy: **Implement a local option property tax abatement process for eligible affordable housing developments.**
In 2023, City Council approved Ordinance 561-H where it passed after a public hearing was held on November 2, 2023. The application process for developers/owners to apply for the local ordinance will be available in January of 2024.



IV. EXHIBITS:

Required

- A. Administrative Budget for each fiscal year covered in the Plan.
- B. Timeline for Estimated Encumbrance and Expenditure.
- C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.
- D. Signed LHAP Certification.
- E. Signed, dated, witnessed, or attested adopting resolution.

Optional

- F. Ordinance: (If changed from the original creating ordinance).
- G. Interlocal Agreement (Required if applicable).
- H. Other Documents Incorporated by Reference.

City of St. Petersburg

Fiscal Year: 2024-2025	
Estimated SHIP Funds for Fiscal Year:	\$ 2,016,645.00
Salaries and Benefits	\$ 182,000.00
Office Supplies and Equipment	\$ 3,664.00
Travel Per diem Workshops, etc.	\$ 8,000.00
Advertising	\$ 8,000.00
Other*	\$
Total	\$ 201,664.00
Admin %	10.00%
	OK

Fiscal Year 2025-2026	
Estimated SHIP Funds for Fiscal Year:	\$ 2,016,645.00
Salaries and Benefits	\$ 182,000.00
Office Supplies and Equipment	\$ 3,664.00
Travel Per diem Workshops, etc.	\$ 8,000.00
Advertising	\$ 8,000.00
Other*	\$
Total	\$ 201,664.00
Admin %	10.00%
	OK

Fiscal Year 2026-2027	
Estimated SHIP Funds for Fiscal Year:	\$ 2,016,645.00
Salaries and Benefits	\$ 182,000.00
Office Supplies and Equipment	\$ 3,664.00
Travel Per diem Workshops, etc.	\$ 8,000.00
Advertising	\$ 8,000.00
Other*	\$
Total	\$ 201,664.00
Admin %	10.00%
	OK

*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.

Details:

**Exhibit B
Timeline for SHIP Expenditures**

City of St. Petersburg affirms that funds allocated for these fiscal years will meet the following deadlines:
(local government)

Fiscal Year	Encumbered	Expended	Interim Report	Closeout Report
2024-2025	6/30/2026	6/30/2027	9/15/2026	9/15/2027
2025-2026	6/30/2027	6/30/2028	9/15/2027	9/15/2028
2026-2027	6/30/2028	6/30/2029	9/15/2028	9/15/2029

If funds allocated for these fiscal years is not anticipated to meet expenditure deadlines, Florida Housing Finance Corporation will be notified according to the following chart:

Fiscal Year	Funds Not Expended	Closeout AR Not Submitted
2024-2025	3/30/2027	6/15/2027
2025-2026	3/30/2028	6/15/2028
2026-2027	3/30/2029	6/15/2029

Requests for Expenditure Extensions (close-out year ONLY) must be received by FHFC by June 15 of the year in which funds are required to be expended. The extension request shall be emailed to robert.dearduff@floridahousing.org and cameka.gardner@floridahousing.org and include:

1. A statement that “(city/county) requests an extension to the expenditure deadline for fiscal year _____.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan of how/when the money will be expended.

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended. Please email cameka.gardner@floridahousing.org when you are ready to “submit” the AR.

Other Key Deadlines:

AHAC reports are now due annually by December 31. Local governments receiving the minimum (or less) allocation may choose not to report.

FLORIDA HOUSING FINANCE CORPORATION												
HOUSING DELIVERY GOALS CHART												
2024-2025												
Name of Local Government:		City of St. Petersburg										
Estimated Funds (Anticipated allocation only):			\$ 2,016,645									
Code	Strategies	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
	Homeownership											
2	Purchase Assistance Program	Yes	2	\$75,000	9	\$75,000	4	\$75,000	\$1,125,000.00	\$0.00	\$1,125,000.00	15
3	Owner-Occupied Rehabilitation Program	Yes	5	\$60,000	4	\$60,000	1	\$60,000	\$600,000.00	\$0.00	\$600,000.00	10
11	Housing Accessibility Program	Yes	1	\$20,000	0	\$20,000	0	\$20,000	\$20,000.00	\$0.00	\$20,000.00	1
5, 16	Disaster Relief Program	Yes	0	\$100,000	0	\$100,000	0	\$100,000	\$0.00	\$0.00	\$0.00	0
4	Demolition/Relocation/Construction	Yes	0	\$350,000	0	\$350,000	0	\$350,000	\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Homeownership		8		13		5		\$1,745,000.00	\$0.00	\$1,745,000.00	26
Purchase Price Limits:			New	\$ 481,176	Existing	\$ 481,176						

OK OK

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
14,21	Multi-Family Rental Housing Development Program	Yes	0	\$800,000	0	\$800,000	0	\$800,000	\$0.00	\$0.00	\$0.00	0
13,23,26	Rental Assistance Program	No	0	\$10,000	0	\$10,000	0	\$10,000	\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Rental		0		0		0		\$0.00	\$0.00	\$0.00	0
	Administration Fees		\$ 201,664		10%		OK					
	Home Ownership Counseling		\$ 65,000									
Total All Funds			\$ 2,011,664		OK							

Set-Asides

Percentage Construction/Rehab (75% requirement)		86.5%	OK
Homeownership % (65% requirement)		86.5%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)	\$ 470,000	23.3%	OK
Low Income (30% requirement)	\$ 915,000	45.4%	OK
Moderate Income	\$ 360,000	17.9%	

FLORIDA HOUSING FINANCE CORPORATION												
HOUSING DELIVERY GOALS CHART												
2025-2026												
Name of Local Government:		City of St. Petersburg										
Estimated Funds (Anticipated allocation only):			\$ 2,016,645									
Code	Strategies	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
	Homeownership											
2	Purchase Assistance Program	Yes	2	\$75,000	9	\$75,000	4	\$75,000	\$1,125,000.00	\$0.00	\$1,125,000.00	15
3	Owner-Occupied Rehabilitation Program	Yes	5	\$60,000	4	\$60,000	1	\$60,000	\$600,000.00	\$0.00	\$600,000.00	10
11	Housing Accessibility Program	Yes	1	\$20,000	0	\$20,000	0	\$20,000	\$20,000.00	\$0.00	\$20,000.00	1
5, 16	Disaster Relief Program	Yes	0	\$100,000	0	\$100,000	0	\$100,000	\$0.00	\$0.00	\$0.00	0
4	Demolition/Relocation/Construction	Yes	0	\$350,000	0	\$350,000	0	\$350,000	\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Homeownership		8		13		5		\$1,745,000.00	\$0.00	\$1,745,000.00	26
Purchase Price Limits:			New	\$ 481,176	Existing	\$ 481,176						

OK OK

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
14,21	Multi-Family Rental Housing Development Program	Yes	0	\$800,000	0	\$800,000	0	\$800,000	\$0.00	\$0.00	\$0.00	0
13,23,26	Rental Assistance Program	No	0	\$10,000	0	\$10,000	0	\$10,000	\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Rental		0		0		0		\$0.00	\$0.00	\$0.00	0
	Administration Fees		\$	201,664	10%			OK				
	Home Ownership Counseling		\$	65,000								
Total All Funds			\$	2,011,664	OK							

Set-Asides

Percentage Construction/Rehab (75% requirement)		86.5%	OK
Homeownership % (65% requirement)		86.5%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)	\$ 470,000	23.3%	OK
Low Income (30% requirement)	\$ 915,000	45.4%	OK
Moderate Income	\$ 360,000	17.9%	

FLORIDA HOUSING FINANCE CORPORATION
HOUSING DELIVERY GOALS CHART
2026-2027

Name of Local Government:		City of St. Petersburg										
Estimated Funds (Anticipated allocation only):			\$ 2,016,645									
Code	Strategies	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
	Homeownership											
2	Purchase Assistance Program	Yes	2	\$75,000	9	\$75,000	4	\$75,000	\$1,125,000.00	\$0.00	\$1,125,000.00	15
3	Owner-Occupied Rehabilitation Program	Yes	5	\$60,000	4	\$60,000	1	\$60,000	\$600,000.00	\$0.00	\$600,000.00	10
11	Housing Accessibility Program	Yes	1	\$20,000	0	\$20,000	0	\$20,000	\$20,000.00	\$0.00	\$20,000.00	1
5, 16	Disaster Relief Program	Yes	0	\$100,000	0	\$100,000	0	\$100,000	\$0.00	\$0.00	\$0.00	0
4	Demolition/Relocation/Construction	Yes	0	\$350,000	0	\$350,000	0	\$350,000	\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Homeownership		8		13		5		\$1,745,000.00	\$0.00	\$1,745,000.00	26
Purchase Price Limits:			New	\$ 481,176	Existing	\$ 481,176						

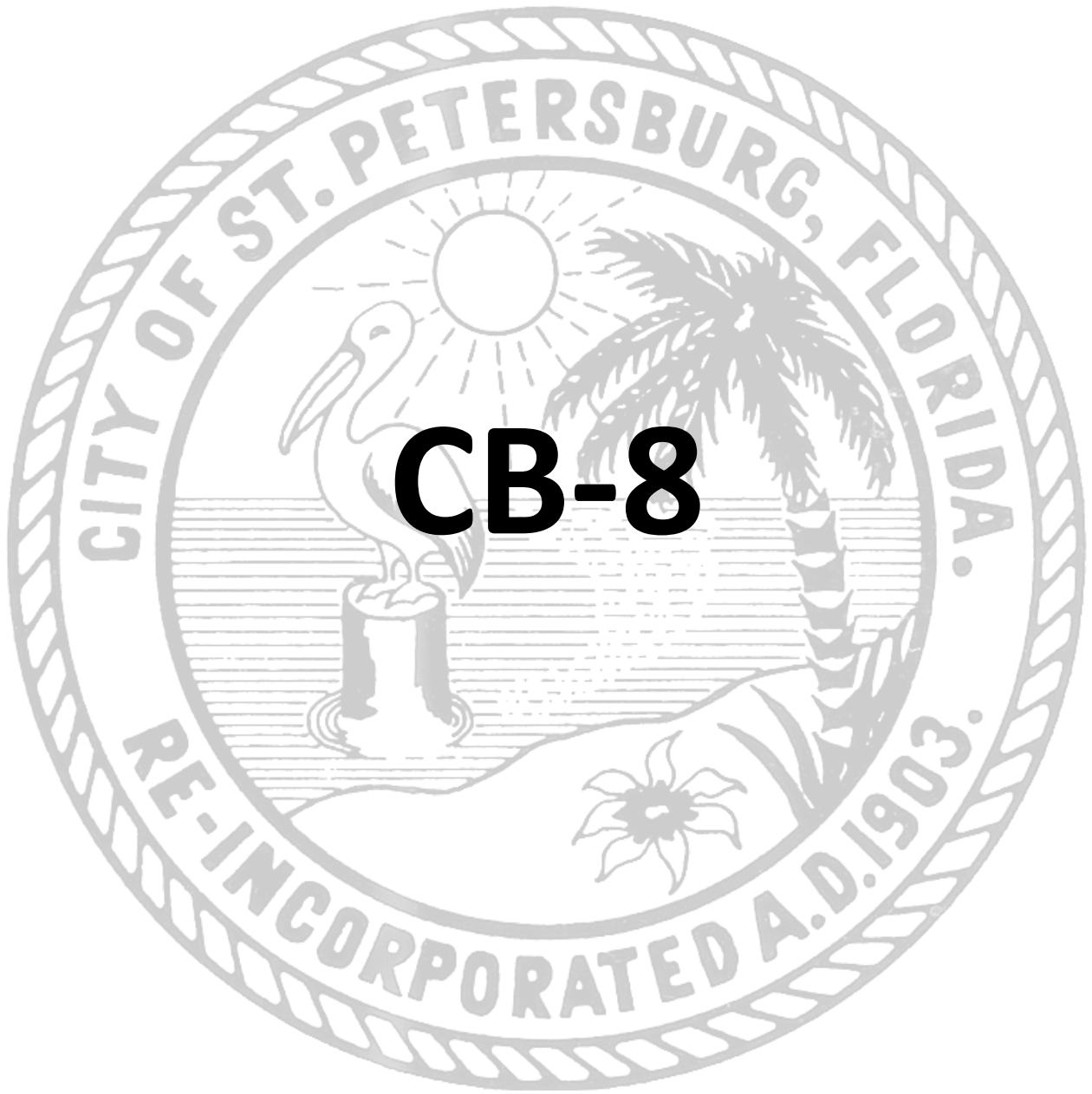
OK OK

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
14,21	Multi-Family Rental Housing Development Program	Yes	0	\$800,000	0	\$800,000	0	\$800,000	\$0.00	\$0.00	\$0.00	0
13,23,26	Rental Assistance Program	No	0	\$10,000	0	\$10,000	0	\$10,000	\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Rental		0		0		0		\$0.00	\$0.00	\$0.00	0
	Administration Fees			\$ 201,664	10%		OK					
	Home Ownership Counseling			\$ 65,000								
Total All Funds			\$	2,011,664	OK							

Set-Asides

Percentage Construction/Rehab (75% requirement)		86.5%	OK
Homeownership % (65% requirement)		86.5%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)	\$ 470,000	23.3%	OK
Low Income (30% requirement)	\$ 915,000	45.4%	OK
Moderate Income	\$ 360,000	17.9%	

The following page(s) contain the backup material for Agenda Item: A resolution superseding Resolution No. 2006-387 requiring that subrecipients that receive \$50,000 or more in federal financial assistance from the City through the Housing and Community Development Department's Consolidated Plan Programs ("Consolidated Plan Programs") submit to the City an independent audit report and subrecipients that receive less than \$50,000 in federal financial assistance from the City must submit to the City a compiled financial statement with a letter from an accountant who prepared the financial statement within 180 days to align with federal policies
Please scroll down to view the backup material.



CB-8

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of April 4, 2024

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

SUBJECT: A resolution superseding Resolution No. 2006-387 requiring that subrecipients that receive \$50,000 or more in federal financial assistance from the City through the Housing and Community Development Department's Consolidated Plan Programs ("Consolidated Plan Programs") submit to the City an independent audit report and subrecipients that receive less than \$50,000 in federal financial assistance from the City must submit to the City a compiled financial statement with a letter from an accountant who prepared the financial statement within 180 days to align with federal policies

EXPLANATION: City Council established certain requirements in Resolution No. 2006-387 which are applicable to subrecipients that receive federal financial assistance through the City's Housing and Community Development Department's Consolidated Plan Programs ("Consolidated Plan Programs").

Currently, subrecipients that receive Federal financial assistance from the City through the Consolidated Plan Programs are required to submit to the City an independent audit report if they receive \$50,000 or more in funding and a compiled financial statement if they receive less than \$50,000 in funding. Additionally, such subrecipients are currently required to submit to the City the required audit or compiled financial statement within 180 days after the end of their fiscal year.

In 2022 and 2023, the Federal Office of Management and Budget ("OMB") allow audits to be considered timely if they are submitted within nine months (270 days) after a subrecipients' fiscal period end date.

Administration proposes that this City Council supersede Resolution No. 2006-387 to extend the timeframe within which the audited financial statement must be submitted to 270 days after the end of the subrecipient's fiscal year.

RECOMMENDATION: Administration recommends approval.

COST/FUNDING/ASSESSMENT INFORMATION: This action will not result in additional funding or costs to the City.

ATTACHMENTS: Resolution

APPROVALS:

Administration: *He Factor*

Resolution No. _____

A RESOLUTION SUPERSEDING RESOLUTION NO. 2006-387; REQUIRING THAT SUBRECIPIENTS THAT RECEIVE \$50,000 OR MORE IN FEDERAL FINANCIAL ASSISTANCE FROM THE CITY THROUGH THE HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT'S CONSOLIDATED PLAN PROGRAMS ("CONSOLIDATED PLAN PROGRAMS") MUST SUBMIT TO THE CITY AN INDEPENDENT AUDIT REPORT AND SUBRECIPIENTS THAT RECEIVE LESS THAN \$50,000 IN FEDERAL FINANCIAL ASSISTANCE FROM THE CITY THROUGH CONSOLIDATED PLAN PROGRAMS MUST SUBMIT TO THE CITY A COMPILED FINANCIAL STATEMENT WITH A LETTER FROM AN ACCOUNTANT WHO PREPARED THE FINANCIAL STATEMENT; REQUIRING SUCH SUBRECIPIENTS TO PROVIDE THE AUDIT OR FINANCIAL STATEMENT TO THE CITY WITHIN 270 DAYS AFTER THE END OF THE SUBRECIPIENT'S FISCAL YEAR; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council established certain requirements in Resolution No. 2006-387 which are applicable to subrecipients that receive federal financial assistance through the City's Housing and Community Development Department's Consolidated Plan Programs ("Consolidated Plan Programs");

WHEREAS, currently, subrecipients that receive Federal financial assistance from the City through the Consolidated Plan Programs are required to submit to the City an independent audit report if they receive \$50,000 or more in funding and a compiled financial statement if they receive less than \$50,000 in funding; and

WHEREAS, additionally, such subrecipients are currently required to submit to the City the required audit or compiled financial statement within 180 days after the end of their fiscal year; and

WHEREAS, federal regulations for Consolidated Plan Programs require compliance with the Single Audit Act for subrecipients who receive \$750,000 or more in federal assistance, including the requirement that single audits are due to the Federal Audit Clearinghouse thirty (30) days after receipt of an auditor's report; and

WHEREAS, in 2022 and 2023, the Federal Office of Management and Budget (“OMB”) waived that 30-day deadline and instead allowed audits to be considered timely if they are submitted within nine months (270 days) after a subrecipient’s fiscal period end date; and

WHEREAS, Administration proposes that this City Council supersede Resolution No. 2006-387 in its entirety; continue to require subrecipients receiving \$50,000 or more in federal financial assistance through the Consolidated Plan Programs to submit to the City an independent audit report and subrecipients receiving less than \$50,000 through the Consolidated Plan Programs to submit to the City a compiled financial statement with a letter from an accountant who prepared the financial statement; and extend the timeframe within which the audit or financial statement must be submitted to 270 days after the end of the subrecipient’s fiscal year.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that Resolution No. 2006-387 is hereby superseded in its entirety.

BE IT FURTHER RESOLVED that subrecipients that receive \$50,000 or more in federal financial assistance from the City through the City’s Housing and Community Development Department’s Consolidated Plans Programs (“Consolidated Plan Programs”) must submit to the City an independent audit report (“Audit”) and subrecipients that receive less than \$50,000 in federal financial assistance from the City through the Consolidated Plan Programs must submit to the City a compiled financial statement (“Financial Statement”) with a letter from an accountant who prepared the Financial Statement.

BE IT FURTHER RESOLVED that such subrecipients shall provide the Audit or the Financial Statement to the City within 270 days after the end of the subrecipient’s fiscal year.

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

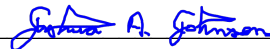
This Resolution shall become effective immediately upon its adoption.

Approvals:

LEGAL:

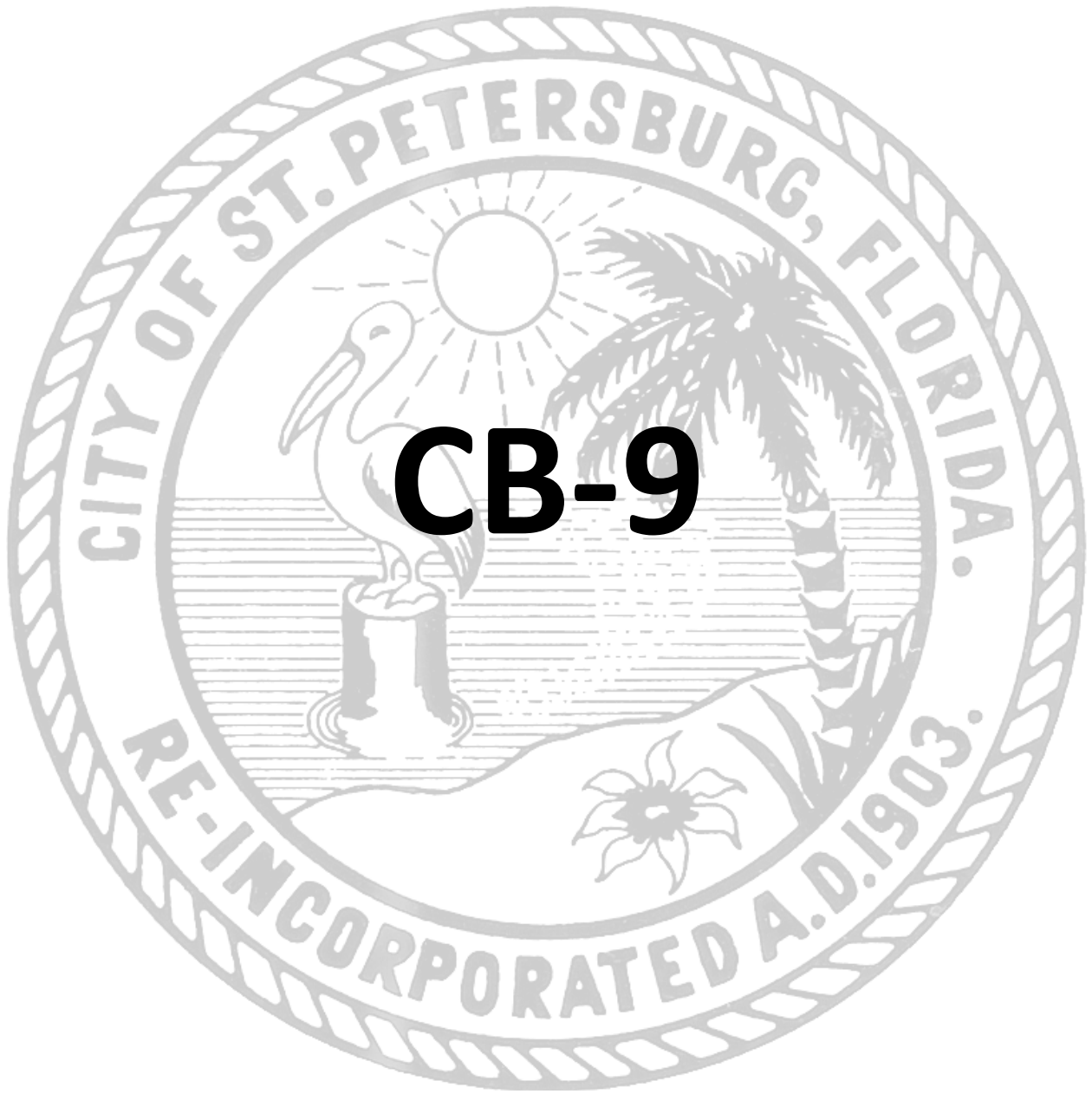


DEPARTMENT:



00732092

The following page(s) contain the backup material for Agenda Item: Budget, Finance and Taxation
Committee Meeting Minutes (March 7, 2024)
Please scroll down to view the backup material.



CB-9

City of St. Petersburg
Budget, Finance and Taxation Committee
March 7, 2024 Meeting Minutes
City Hall, Room 100

Present: Committee Chair Copley Gerdes, Committee Vice-Chair Ed Montanari, Council Chair Deborah Figgs-Sanders, Council Member Lisset Hanewicz, and Council Member Brandi Gabbard (Alternate).

Absent: None

Also Present: Assistant City Administrator Tom Greene, Chief Assistant City Attorney Jeannine Williams, Human Resources Director Chris Guella, Risk Manager Blaise Mazzola, Risk Management Analyst Alek Morozov, Tony Leavine (Brown & Brown Insurance), and Deputy City Clerk Paul Traci.

Support Staff: Jayne Ohlman – Senior Legislative Aide

1. **Call to Order** – 1:33 PM
2. **Approval of Agenda** – CM Hanewicz motioned for approval. All voted in favor.
3. **Approval of February 22, 2024 Minutes** – CM Montanari motioned for approval. All voted in favor.
4. **New Business – March 7, 2024**

2024 Property Insurance Renewal – *Chris Guella, Human Resources Director, Blaise Mazzola, Risk Manager, and Tony Leavine (Brown & Brown Insurance)*

Human Resources Director Chris Guella introduced Blaise Mazzola, the City's Risk Manager, Risk Management Analyst Alek Morozov, and Tony Leavine, Executive Vice President and Director of Sales for Brown & Brown Insurance, the City's insurance broker. Mr. Guella reminded the committee that the City's current property insurance coverage is set to expire on March 31, 2024. Therefore, the City Council will be asked to support a resolution accepting the proposals submitted by Brown & Brown for property insurance coverage effective April 1, 2024, through March 31, 2025.¹

Mr. Leavine began with a brief overview of the City's three property insurance programs: the Water Resources Program, the General Property Program, and the Highly Protected Risk Program.

As of the most recent renewal, the Total Insured Value (TIV) of the Water Resources Program was \$552,147,022 with a \$150,000,000 limit.² In addition, the program provides \$100,000,000 of Named Windstorm coverage.³ The Named Windstorm and Flood deductible is 5% of the TIV at the affected location, subject to a minimum of \$1,000,000. The deductible for all other perils (AOP) is

¹ City Code Section 2-202 requires that City Council approve the purchase of property insurance.

² Water Resources properties include the water treatment plant, water reclamation facilities, pump stations, and lift stations.

³ "Named Windstorms" are storms identified and named as either a Hurricane or Tropical Storm by the National Hurricane Center of the National Weather Service.

\$250,000. The annual flood aggregate is \$50,000,000 for all zones other than Zone V and A, which had a total of \$20,000,000.⁴

The recommended renewal coverage for the Water Resources base program consists of five participants and offers insurance coverage with a TIV of \$584,589,431. The proposed coverage includes a \$100,000,000 Named Windstorm limit, a Flood Zone Aggregate of \$20,000,000 for Zones V and A, and \$50,000,000 for all other zones. In addition, the recommended coverage includes a limit of \$150,000,000 for AOP at a premium of \$2,661,852. Additional fees include a \$16,000 mandatory engineering fee for annual support and inspection and \$55,312 for the recommended terrorism coverage.⁵

Next, Mr. Leavine detailed the General Property Program, which consists of multiple insurers and tiered layers of coverage, with carriers at the primary layer insuring the initial amounts of a loss and those in subsequent layers insuring higher loss amounts. Last year, the City participated by self-insuring 10% of the \$50,000,000 primary layer of coverage, which equates to a risk of \$5,000,000 per occurrence. As of the last renewal, the TIV was \$1,109,402,526, and the insurance limit for the current coverage period is \$430,000,000. The current Named Windstorm and Flood deductible in the General Property Insurance Program is 5% of the TIV at the affected location, subject to a \$1,000,000 minimum. The deductible for AOP is \$100,000.

The proposed General Property base program has 26 participants, including the City. The program offers a TIV of \$1,136,888,921, a limit of \$441,000,000 at a premium of \$6,150,777, with the City's participation. Option 1 reduces the base option Name Windstorm and Flood for Tropicana Field to \$25 million for a premium reduction of \$275,000. Terrorism coverage is offered on Tropicana Field, Albert Whitted Airport, City Hall, Police Department property (excluding headquarters), Al Lang Field, and the St. Pete Pier. Renewal of the terrorism coverage will result in a premium of \$46,578.

Council Member Hanewicz asked for an explanation of the recommended premium reduction for Tropicana Field. Mr. Mazzola responded that the City engages the market yearly to explore better options, specifically for Tropicana Field. Mr. Mazzola explained that for this renewal year, the City was able to get a better offer with more significant savings. Mr. Leavine added that one of the industry's two most common modeling software platforms underwent major updates that affected how maximum loss scenarios on properties, such as Tropicana Field, were evaluated.

Committee Vice-Chair Montanari asked Mr. Leavine to elaborate on the City's cyber liability coverage. Mr. Leavine responded that cyber coverage provides first and third-party coverage to help cover financial losses due to cyber breaches for the City's internal operations and its residents/customers.

Lastly, Mr. Leavine detailed the Highly Protected Risk Program, which includes insured properties that have undergone extensive loss control inspections and are deemed highly protected against risk by engineering consultants. There is currently only one property in the program: the Police Headquarters. The current program is insured for 100% of TIV or \$78,890,400. The current deductible

⁴ FEMA defines Zones V and A as areas along coasts subject to inundation by a 1% annual chance for a flood event with additional hazards associated with storm-induced waves. Mandatory flood insurance purchase requirements and floodplain management standards apply.

⁵ Terrorism Risk Insurance Act (TRIA) created a federal program to cover certain insured losses resulting from a certified act of terrorism. *Terrorism Risk Insurance Act of 2002, Public Law 107-297, 116 Stat. 2322, 15 U.S.C. 6701.*

for Named Windstorm is 5% of TIV for the affected location and a flood deductible of \$500,000. The AOP deductible is \$100,000.

Mr. Leavine noted that the proposed Highly Protected Risk renewal consists of one insurer and a coverage limit of \$86,760,833, which equals the TIV at a premium of \$407,994 (including Boiler and Machinery coverage). The program includes a Named Windstorm sub-limit of \$50,000,000. Terrorism coverage is included at a premium of \$6,600.

Mr. Mazzola concluded with an overview of property insurance premiums and property insurance total insured value from 2006 to 2024.

The City's April 1, 2024 renewal also includes the General Property Program Boiler & Machinery policy at a premium of \$22,037; the Fine Arts policy at a premium of \$36,005; the Crime policy at a premium of \$21,494; National Flood Insurance Program (NFIP) policies at a premium of \$43,244; and the Cyber Liability policy at a premium of \$67,969.

The total expenditure for the City, including Brown & Brown's broker fee of \$82,800, is \$9,337,060. This renewal expenditure is \$97,286 more than the 2023 total expenditure.⁶ A portion of the funding was previously appropriated in the Commercial Insurance Fund. The necessary funding will be available after a \$94,000 supplemental appropriation.

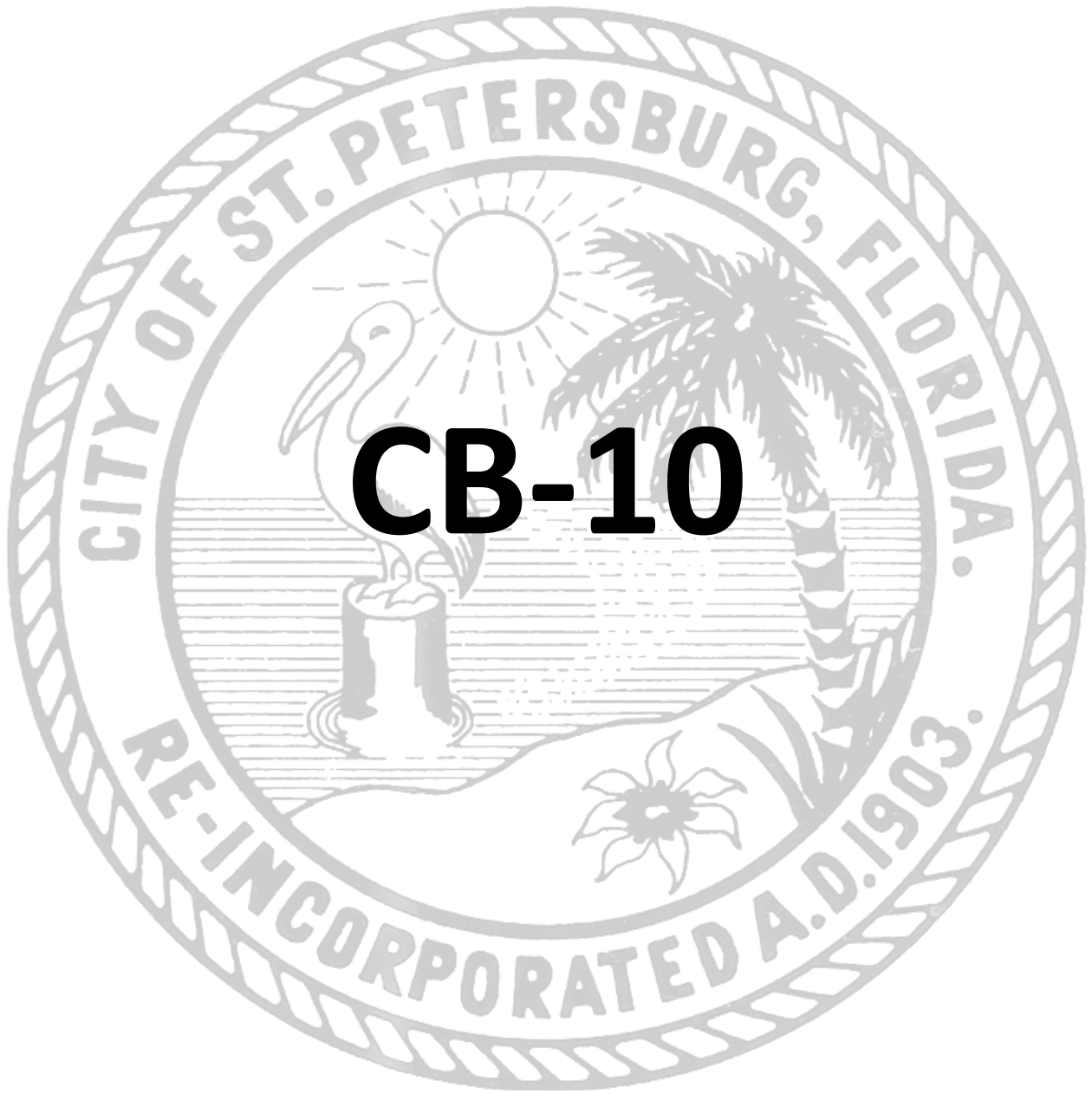
CM Montanari made a motion to support the resolution for renewal with the recommendations detailed by staff. All members voted in favor. The resolution will be on the March 21, 2024, City Council agenda.

Before adjourning, the committee thanked staff for providing the property insurance comparison data—specifically how other coastal cities' insurance premiums and coverages fared in the wake of major storm events—requested by Committee Chair Gerdes.

CM Gerdes adjourned the meeting at 2:06 PM.

⁶ The total expenditure in 2023, including Brown & Brown's broker fee, was \$9,239,774.

The following page(s) contain the backup material for Agenda Item: Economic and Workforce Development Committee Meeting Minutes (January 25, 2024)
Please scroll down to view the backup material.



CB-10

City of St. Petersburg
Economic and Workforce Development Committee
January 25, 2024 Meeting Minutes
City Hall, Room 100

Present: Committee Chair Ed Montanari, Committee Vice-Chair Gina Driscoll, Council Chair Deborah Figgs-Sanders, and Council Member John Muhammad.

Absent: None

Also Present: Chief Assistant City Attorney Jeannine Williams, City Administrator Rob Gerdes, City Development Administrator James Corbett, Economic Development Director Brian Caper, Housing and Neighborhood Services Administrator Amy Foster, Real Estate and Property Management Director Aaron Fisch, and Deputy City Clerk Jordan Wilson.

Support Staff: JC Pritchett III – City Council Legislative Aide

1. Call to Order – 9:25 AM

2. Approval of Agenda – CM Figgs-Sanders motioned for approval. All voted in favor.

3. Approval of October 26, 2023 Minutes – CM Driscoll motioned for approval. All voted in favor.

4. Election of Committee Chair and Vice-Chair – Council Member Driscoll nominated Council Member Montanari for Committee Chair. All members voted in favor. Council Member Montanari nominated Council Member Driscoll for Committee Vice-Chair. All members voted in favor.

5. New Business – January 25, 2024

Quarterly Grow Smarter Update: Port Site (Verbal Update) and Tangerine Plaza – *City Development Administrator James Corbett and Economic Development Director Brian Caper*

Economic Development Director Brian Caper provided a verbal update on the progress of the Port Site, also known as the Hub in the Innovation District. Mr. Caper explained that discussions have occurred regarding potential development, including expanding the Hub. However, funding remains a significant challenge for this project. A master planning effort is set to commence soon, with the Port Site as the focal point and an effort to engage partners like the National Oceanic and Atmospheric Administration (NOAA), USF St. Pete, and surrounding hospitals. The planning process will take around 12 months to complete.

Committee Vice-Chair Driscoll highlighted the extensive collaboration with various entities, including the Innovation District, Downtown Partnership, USF St. Pete, and the Florida Institute of Oceanography. NOAA's interest in the project has been significant, especially after the success of the Maritime and Defense Technology Hub, which boasts around 20 tenants and has received praise from the NOAA Administrator. CM Driscoll emphasized the need for funding, noting the availability of \$8 million from the State's Port Council, which requires a

match. She proposed initiating a conceptual planning phase to develop renderings and a vision for the project, aiming to secure support from stakeholders like NOAA and maintain local businesses like Saildrone. CM Driscoll stressed the importance of taking action to demonstrate progress in order to attract additional funding.

Committee Chair Montanari expressed his support for the development of the Port, noting its historical underutilization and the transformative impact of the Maritime and Defense Technology Hub. CM Montanari highlighted the need for expansion due to increased demand and praised the potential synergies between the Hub, USF St. Pete, and the Coast Guard. He advocated moving forward with conceptual plans to elevate the Port's status. Regarding CM Driscoll's statements regarding funding, CM Montanari stated that the proposed \$250,000 match was reasonable for initiating the project. He also referenced previous discussions regarding NOAA's potential expansion to St. Petersburg, emphasizing the benefits of having NOAA operations in the area.

CM Driscoll provided additional information regarding NOAA's current lease at Vapor Station, a privately owned space. She expressed a desire to acquire Vapor Station in the future but acknowledged it's not feasible at the moment. CM Driscoll highlighted the importance of retaining NOAA in St. Petersburg and suggested that incorporating them into the port project could help secure their presence beyond 2027, when their lease expires. She noted that Miami—where NOAA facilities are deteriorating—has presented an opportunity for consolidation in St. Petersburg. Driscoll emphasized the need to act swiftly to ensure St. Petersburg emerges as an alternative and attractive solution for NOAA.

Next, City Development Administrator James Corbett provided an update on the Tangerine Plaza project, outlining key developments since June 2023. Mr. Corbett noted that the Sugar Hill Group presented a pro forma and funding timeline, as well as an initial option lease development agreement in August. In November, there was a back-and-forth exchange of comments between the City and the Sugar Hill Group regarding the agreement. Discussions continued into December with legal teams from both sides, and as of January 22, a near-final draft agreement has been reached. Mr. Corbett highlighted the challenge of aligning the agreement with uncertain state funding requirements while ensuring City priorities such as affordable housing and a grocery store component.

Housing and Neighborhood Services Administrator Foster echoed this challenge and emphasized balancing flexibility with clear expectations. Mr. Corbett also underlined the requirement for a binding commitment letter from a grocer for the developer to exercise the option grant agreement, as previously emphasized by the City Council.

Mr. Corbett clarified that at least 10,000 square feet of space will be allocated to a grocery store, and the developer must secure a binding commitment letter from a grocer for the project to proceed. CM Montanari sought clarification on what constitutes a "grocer," distinguishing between larger grocery stores and smaller retailers like dollar stores. Mr. Corbett explained that the definition of a grocer includes offering fresh food options, including meat and produce, akin to a typical full-service grocery store, albeit possibly with a smaller footprint. He

emphasized that it would not encompass dollar stores or corner shops. CM Driscoll added insights from her study of ordinances in other cities, suggesting that definitions often include a requirement for a certain percentage of retail space dedicated to groceries, ensuring adequate provision of fresh food options. She offered to share further details to aid in refining the definition.

Council Chair Figgs-Sanders inquired about the possibility of a cooperative arrangement for the grocer component of the project, to which Mr. Corbett clarified that the requirement is for a company with a successful track record in operating grocery stores for at least ten years. She then asked about the acquisition terms, with Mr. Corbett explaining that the annual lease payment is \$100,000, but if the developer opts to purchase the property, the price would be \$1.5 million. He mentioned previous appraisals from April 2018, indicating an average value of \$2.6 million. Regarding the 75-year lease, Mr. Corbett explained that it allows the developer to secure funding and meet various criteria before exercising the purchase option, which can be done as soon as all requirements are met. CM Figgs-Sanders sought clarity on the guaranteed affordable housing timeline, and Ms. Foster confirmed that it is a minimum of 30 years, potentially extending to 40, depending on the financing structure. Penny for Pinellas funding could potentially extend affordability to 99 years if utilized for the land portion.

CM Muhammad expressed appreciation for the presentation and raised questions about the purchase price of the land, particularly considering the significant difference between the 2018 appraisal and the agreed-upon price. Mr. Corbett clarified that the purchase price is intentionally reduced to prioritize workforce and affordable housing rather than being tied to market rates. CM Muhammad expressed concern about the discount on such a valuable asset but was reassured by Ms. Foster that subsidizing the land facilitates affordable housing development and benefits the community in the long run. Ms. Foster emphasized that whether through direct purchase or subsidies, the cost of land acquisition will ultimately be the City's and its developers' responsibility.

CM Driscoll expressed frustration regarding the lack of clarity on the current status of the Tangerine Plaza project. Despite significant time spent studying the issue, she highlighted the absence of a draft agreement to review. CM Driscoll voiced concerns about outdated information and questioned the efficacy of continuing negotiations without a clear path forward. She emphasized the need for tangible progress and suggested selling the property to alleviate the City's burden. City Administrator Rob Gerdes acknowledged CM Driscoll's concerns but noted that it would be unusual to present a draft term sheet while negotiations are ongoing. Mr. Corbett clarified that the document provided was an offer letter from Sugar Hill, not the final draft agreement.

CM Figgs-Sanders emphasized the importance of ensuring that any development at Tangerine Plaza prioritizes the community's interests, particularly regarding affordable housing. She expressed a desire for the project to benefit residents and cautioned against hastily selling the land without guaranteeing its use for affordable housing. She acknowledged the frustration with the project's timeline but stressed the significance of providing affordable housing options

in the community. CM Figgs-Sanders suggested scheduling one-on-one meetings with council members to discuss the project in detail before presenting it to the full City Council. Mr. Corbett agreed to this approach and expressed openness to whatever the committee decided regarding the project's presentation. Mr. Gerdes echoed this sentiment, affirming their willingness to accommodate the committee's preferences in presenting the final draft of the project.

CM Muhammad expressed his opposition to outright selling the property without guarantees, especially considering the terms outlined in the proposal, such as the short-term grocery commitment. He emphasized the need for clarity and assurances in any deal regarding the property.

CM Montanari expressed frustration with the lack of updated information and highlighted the importance of trust and transparency between the Administration and the City Council. He stressed the value of committee meetings for thorough discussions and expressed concern about bringing such complex matters directly to the full City Council without proper review. CM Montanari inquired if the Administration planned to obtain an up-to-date appraisal for the property before finalizing an agreement, and Mr. Corbett confirmed that they are seeking an updated appraisal. Next, CM Montanari asked about the current status of the Walmart lease. Real Estate and Property Management Director Aaron Fisch stated that the Walmart lease expires at the end of 2026, at which point the City would regain possession of the Walmart portion of the property. CM Montanari reiterated his desire for the issue to come back to the committee for further discussion, expressing concerns about the proposed lease terms and emphasizing the importance of a thorough review before moving forward.

Mr. Corbett acknowledged the need for improved communication regarding the project's status and expressed his commitment to moving the process forward effectively. He emphasized that his intention was not to deceive but to ensure that the committee received complete and accurate information.

CM Figgs-Sanders, CM Driscoll, and CM Muhammad reiterated their support for bringing the issue back to the committee for further discussion and requested clarity on the next steps in the process. CM Driscoll emphasized the urgency of the matter, highlighting her frustration and long-standing advocacy for progress on the property, which has been ongoing for seven years without significant developments. CM Muhammad emphasized the importance of an updated appraisal and the value of intentional equity in deals, suggesting that sometimes the cost may be higher due to the intent to be equitable. Mr. Corbett noted that obtaining an appraisal would take approximately six weeks.

CM Driscoll inquired about the possibility of terminating Walmart's lease early, as it would impact the proposed project's timeline. Mr. Fisch confirmed that Walmart's willingness to terminate the lease early is possible. Ms. Foster explained that discussions with Walmart have been ongoing, and terminating their agreement may complicate negotiations. CM Driscoll also raised the question of alternative options for development if the current proposal doesn't work out, suggesting the possibility of considering the property for development by the Hines/Rays group as part of their 600 offsite units plan. Mr. Gerdes responded that the focus is on the current

proposal, and any alternative options would need further discussions with the Mayor, the City Council, and the community.

CM Montanari adjourned the meeting at 10:29 AM.