

COUNCIL MEETING

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

CITY OF ST. PETERSBURG

**May 16, 2024
3:30 PM**

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

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

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

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

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

- Watch live on Channel 15 WOW!/Channel 641 Spectrum/Channel 20 Frontier FiOS
- Watch live online at www.stpete.org/TV
- Listen and participate by dialing one of the following phone numbers
 - +1 312 626 6799 or
 - +1 646 876 9923 or
 - +1 253 215 8782 or
 - +1 301 715 8592 or
 - +1 346 248 7799 or

- +1 669 900 6833 and entering webinar ID: 931 5408 9452#
- Watch, listen, and participate on your computer, mobile phone, or other device by visiting the following link: <https://zoom.us/j/93154089452>

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

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

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

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

A. Meeting Called to Order and Roll Call.

May 16, 2024

3:30 PM

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

B. Approval of Agenda with Additions and Deletions.

C. Consent Agenda (see attached)

Open Forum

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

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

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

D. Awards and Presentations

1. [Employee Recognition Committee](#)
2. [Proclamation ~ Military Appreciation Month](#)
3. [Proclamation ~ Law Enforcement Appreciation Month](#)

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

Setting June 6, 2024 as the public hearing date for the following proposed Ordinance(s):

1. [Ordinance 582-H, An Ordinance amending St. Petersburg City Code Section 21-79 related to substantial change of use criteria for Charter Parks; clarifying when active uses in passive parks triggers the requirements of the City Charter related to substantial change of use in parks; and providing an effective date.](#)

F. Reports

1. [St. Petersburg Police Department Quarterly Report](#)
2. [Preserve the ‘Burg update](#)
3. [A resolution approving the award of a two-year sub-recipient agreement with Ready for Life, Inc. to implement and administer a guaranteed income pilot program for former foster youth not engaged in after care services \(the Youth Opportunity Grants Program\)](#)

for a total contract amount not to exceed \$946,365; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$946,365 from the unappropriated balance of the American Rescue Plan Act Fund (1018) to the Housing and Neighborhood Services Administration Department, Administration Division (080-1065), ARPA Youth Opportunity Grants Project (20233); and providing an effective date.

4. A resolution authorizing the Mayor, or his designee, to execute an Option Agreement and a Lease and Development Agreement with the Sugar Hill Group LLC, a Florida limited liability company, for the development of a mixed-use project on the City-owned property located at 1794 22nd Street South, St. Petersburg; and providing an effective date. (DEFERRED TO FUTURE MEETING)
5. Hidden Voices
6. Phyllis Wheatley
7. A Resolution accepting a Guaranteed Maximum Price (GMP) proposal dated September 5, 2023 in the amount of \$1,604,645 from by PCL Construction, Inc. (PCL) for construction phase services for the Citywide Seawall Inspection, Renovation and Replacement FY 21 Project; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date (ECID Project No. 21092-110; Oracle Nos. 16723, 17257, 17938, 18583 and 19185).

G. New Business

1. Respectfully requesting a referral to the Budget, Finance & Taxation Committee for a discussion on adding new lights for fields 5 and 6 at Northwest Park to the Weeki Wachee Project List. (Vice-Chair Gerdes)
2. Respectfully requesting a referral to Housing Land Use and Transportation Committee for a discussion on a proposed program that will provide assistance addressing code violation issues. (Councilmember Gabbard- Staff Request)
3. Respectfully requesting a referral to the Housing, Land Use and Transportation Committee or other relevant committee for a discussion on the expansion of the Jamestown Apartments for affordable housing. (Councilmember Driscoll)
4. Respectfully requesting a referral to the Youth and Family Services to discuss staff exploring the idea of reinstating the Social Action Assistance for non-homeless initiatives. (Chair Figgs-Sanders)

H. Council Committee Reports

I. Legal

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

Public Hearings

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

on any item but may address more than one item.

1. [Confirming Preliminary Assessment for Lot Clearing Number\(s\) LCA 1658](#)
2. [Confirming Preliminary Assessment for Building Securing Number SEC 1288](#)
3. [Transfer of Neighborhood Stabilization Program \(NSP\) Lots to the Affordable Lot Disposition Program](#)
4. [Ordinance 578-H, An Ordinance in accordance with Section 1.02\(c\)\(5\)B., St. Petersburg City Charter, authorizing the Public Transportation Grant Agreement \(PTGA\) and the Assurances \(Grant Assurances\) which are attached to the PTGA, to be executed by the City, as a requirement for receipt of the Florida Department of Transportation \(FDOT\) Grant for Security Gate Access Control and Security Camera System Updates at the Albert Whitted Airport; authorizing such encumbrances or restrictions not to exceed 20 years from the effective date of the PTGA; authorizing the Mayor or his designee to accept the Grant in the amount of \\$105,600; authorizing the Mayor or his designee to execute all documents necessary to effectuate this Ordinance; providing an effective date; and providing for expiration.](#)
5. [Ordinance 579-H, An Ordinance in accordance with Section 1.02\(c\)\(5\)B., St. Petersburg City Charter, authorizing the execution of the restrictions and assurances, regarding airport availability, set forth in Grant Documents for the design phase of the Rehab Airfield Vault Project for Albert Whitted Airport \(19235\) in order to receive a Federal Aviation Administration grant in an amount not to exceed \\$173,164; authorizing the Mayor or his designee to apply for and accept the Grant in an amount not to exceed \\$173,164; authorizing the Mayor or his designee to execute all documents necessary to effectuate this Ordinance; providing an effective date; and providing for expiration.](#)
6. [Ordinance 581-H, An Ordinance providing for the sales, service, dispensing, possession, and/or consumption of alcoholic beverages in a portion of Azalea Park for an event to be held on September 24, 2024; and providing an effective date.](#)

K. Open Forum

L. Adjournment

St. Petersburg
Community Redevelopment Agency (CRA)
5/16/2024

1. City Council Convenes as Community Redevelopment Agency
2. [Transfer of Neighborhood Stabilization Program \(NSP\) Lots to the Affordable Lot Disposition Program](#)
3. Approval of a Resolution finding 1) that the disposition of Lot 1, Block 1, PARKE SUBDIVISION PARTIAL REPLAT AND ADDITION, approximately located at 1794 22nd Street South, St. Petersburg, by an Option Agreement and a Lease and Development Agreement ("Disposition"), to the Sugar Hill Group, LLC, a Florida limited liability company, is consistent with the South St. Petersburg Community Redevelopment Plan; 2) recommending approval of the Disposition to the City Council of the City of St. Petersburg, Florida; authorizing the Executive Director or his designee to execute all documents necessary to effectuate this Resolution; and providing an effective date. (DEFERRED TO FUTURE MEETING)
4. Adjourn Community Redevelopment Agency



**Consent Agenda A
May 16, 2024**

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

(Procurement)

1. [Approving a five-year blanket purchase agreement with ORBIS Corporation, a sole source supplier, for at-home composting bins, for the Sanitation department, in the amount of \\$500,000.](#)
2. [Accepting Statements of Qualifications from Cannida Group, LLC, JAM 520 Inc., Lowes Commercial Painting, POD LLC dba Painters on Demand, Razorback LLC, and Sunstate Coatings Inc. for Painting, Maintenance and Repair Services, for the Enterprise Facilities Department, for a three-year contract amount of \\$1,000,000.](#)
3. [Approving the renewal and an increase in allocation for shuttle bus services, with SP Plus Corporation for the Municipal Pier District, in the amount of \\$1,000,000, for a total contract amount of \\$3,129,050.](#)

(City Development)

(Community Enrichment)

4. [Approving a resolution authorizing the Mayor or his designee to apply for a Cultural Facilities Grant in an amount not to exceed \\$500,000 from the Florida Department of State, Division of Arts and Culture, to fund renovations to the Williams Park Bandshell; providing that if the grant is awarded to the City for the Williams Park Bandshell Renovation Project, funding in the amount of \\$1,000,000 will be available for the required grant match after a supplemental appropriation for the grant and matching funds is approved by City Council; and providing an effective date.](#)

(Public Works)

5. [A Resolution authorizing the Mayor or his designee to approve the Second Amendment to the Agreement between the City of St. Petersburg, Florida, and Tampa Bay Watch, Inc. \("TBW"\) dated July 15, 2016 for TBW to provide Permitting, Mitigation Bank Instrument Issuance and Credit Price Analysis, Initial Credit Transaction, and Public Communications related to closing Phase I and commencement of Phase II of the North Shore Seagrass Mitigation Bank Project in an amount not to exceed \\$130,500; approving a supplemental appropriation in the amount of \\$403,600 from the unappropriated balance of the General Fund \(0001\) to the Engineering and Capital Improvements Department,](#)

Administration Division (130.1341), Seagrass Mitigation Bank Project (15476), which includes \$273,100 for future marine signage installation, monitoring and QA of dredge hole filling, and dredge hole fill finalization; providing that the total agreement amount with TBW shall not exceed \$518,000 (ECID Project No. 16099-120; Oracle No. 15476); and providing an effective date.

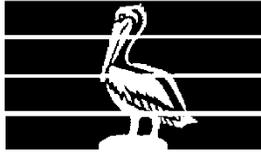
6. A Resolution approving the Second Amendment to the Construction Contract with Kamminga & Roodvoets, Inc. dated July 18, 2022, as amended, to expand the scope of work to include reconstruction of Pinellas Way and Travelers Way, reconfiguration of the pedestrian signals at 66th St, adding connections of the new watermain with existing watermains, and additional milling and resurfacing and increase the contract amount in the amount of \$316,630.32 related to the West Central Avenue Watermain Replacement and Streetscape project; providing that the total Contract amount shall not exceed \$13,061,832.89; authorizing the Mayor or his designee to execute the Second Amendment and all other documents necessary to effectuate this transaction; and providing an effective date. (ECID Project Nos. 17098-111 and 17098-119; Oracle Nos. 16638, 15084, 15640, 18584, 18536, 17980, 19152 and 19827)
7. A Resolution approving the Second Amendment to the Construction Contract with LEMA Construction & Developers, Inc. dated April 27, 2022, as amended, to increase the contract amount in the amount of \$130,000 for requested changes from the Water Resources Department related to the construction of the new Water Resources Environmental Quality Lab; providing that the total Contract amount shall not exceed \$8,580,606.89; authorizing the Mayor or his designee to execute the Second Amendment and all other documents necessary to effectuate this transaction; and providing an effective date. (ECID Project No. 17229-219; Oracle No. 16906)
8. A resolution accepting Addendum No. 1 in an amount not to exceed \$300,000 to the Guaranteed Maximum Price (“GMP”) proposal dated August 25, 2022 submitted by Kokolakis Construction Co, Inc. (“Kokolakis”) for construction-phase services for the Sanitation Building Project, to increase the owner’s contingency; providing that the total GMP for the Sanitation Building Project shall not exceed \$14,314,194; authorizing the Mayor or his designee to execute the Second Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida, and Kokolakis dated March 25, 2021, to incorporate Addendum No. 1 to the GMP proposal into such Agreement; approving a transfer in the amount of \$200,000 from the unappropriated balance of the Sanitation Operating Fund (4021), to the Sanitation Capital Projects Fund (4024); approving a supplemental appropriation in the amount of \$200,000 from the increase in the unappropriated balance of the Sanitation Capital Projects Fund (4024), resulting from the above transfer, to the New Sanitation Facility FY21 Project (ECID Project No. 18238-024; Oracle No. 17971) and providing an effective date.
9. A Resolution approving the First Amendment to the Construction Contract with Ajax Paving Industries of Florida, LLC dated March 9, 2023 to expand the scope of work to include additional grading, earthwork, and drainage construction required to address unforeseen conditions related to subsurface drainage infrastructure maintained by the Florida Department of Transportation (“FDOT”) which was encountered during construction and increase the contract amount in the amount of \$323,369 for such additional scope of work related to the new service parking lot under the I-375 overpass at the corner of Dr. Martin Luther King Jr. Street North and 5th Avenue North Project; providing that the total Contract amount shall not exceed \$906,145; authorizing the Mayor or his designee to execute the First Amendment and all other documents necessary to effectuate this transaction; approving a transfer in the amount of \$349,000 from the

unappropriated balance of the Parking Revenue Fund (1021) to the Downtown Parking Capital Improvement Fund (3073); approving a supplemental appropriation in the amount of \$349,000 from the unappropriated balance of the Downtown Parking Capital Improvement Fund (3073), resulting from the above transfer, to the I-375 Surface Parking Project (HUNA Park) (17734) to provide for the necessary funding for this Amendment and other engineering project management costs; and providing an effective date. (ECID Project No. 20077-112; Oracle No. 17734)

10. A Resolution accepting a Guaranteed Maximum Price (GMP) proposal dated September 5, 2023 in the amount of \$1,604,645 from by PCL Construction, Inc. (PCL) for construction phase services for the Citywide Seawall Inspection, Renovation and Replacement FY 21 Project; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date (ECID Project No. 21092-110; Oracle Nos. 16723, 17257, 17938, 18583 and 19185). (Moved to Reports as F-7 Good News)

(Appointments)

(Miscellaneous)



**Consent Agenda B
May 16, 2024**

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

(Procurement)

1. [Approving a blanket purchase agreement with Brightly, LLC for cloud-based software for enterprise asset management and operations, for the Parks and Recreation Department, for a total contract amount of \\$153,039.78.](#)
2. [Approving an increase in allocation for the Automatic Backwash \(ABW\) and Filter Rehabilitation at the Northwest Water Reclamation Facility \(NWWRF\), with MKI Services, Inc., a sole source vendor, for the Water Resources Department, in the amount \\$99,864.](#)
3. [Approving the renewal of blanket purchase agreements with M S Industrial, LLC, and Exoalloy LLC, for the Water Resources Department, for machine shop services, in the amount of \\$100,000.](#)

(City Development)

4. [A resolution authorizing the Mayor, or his designee, to execute a License Agreement with St. Petersburg Bike Cooperative Inc., a Florida not-for-profit corporation, for the use of ±480 square feet of building space adjacent to the shuffleboard courts within the City-owned Mirror Lake Recreation Complex generally located at 536 4th Avenue North, St. Petersburg, Florida, for a period of thirty-six \(36\) months for a monthly rental rate of \\$48.00; and waiving the reserve for replacement requirement of City Council Resolution No. 79-740A. Requires affirmative vote of at least six \(6\) members of City Council.](#)
5. [A resolution authorizing the Mayor, or his designee, to execute a Lease Agreement with the Pasadena Card Club, Inc., a Florida not-for-profit corporation, for the use of City-owned park property located at 10 Park Street North, St. Petersburg, Florida, for a period of thirty-six \(36\) months for an aggregate fee of \\$36.00; and waiving the reserve for replacement requirement of City Council Resolution No. 79-740A.](#)
6. [A resolution authorizing the Mayor, or his designee, to execute a License Agreement with ALD Organizing Committee, Inc., a Florida corporation, for the use of City-owned vacant land generally located at 1210 - 1236 18th Avenue South, St. Petersburg, Florida, on May 25, 2024 for a use fee of \\$10.00, to provide staging for activities while hosting a community event.](#)
7. [Acknowledging the selection of Kimley-Horn and Associates, Inc., as the most qualified firm for Consulting Services, Innovation District Master Plan, for planning services in the amount of \\$449,924; authorizing the Mayor or his designee to execute an](#)

Architect/Engineer agreement with Kimley-Horn and Associates, Inc., to complete the Innovation District Master Plan; Approving a funding agreement with the St. Petersburg Innovation District, Inc. and authorizing the Mayor or his designee to execute the funding agreement; and Appropriating funds to the Innovation District Master Plan project.

(Community Enrichment)

8. Approving a resolution authorizing the Mayor or his designee to accept a grant in the amount of \$3,510 from FitLot, Inc. to support fitness programming at the AARP sponsored outdoor fitness park located at Booker Creek Park; to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$3,510 from the increase in the unappropriated balance of the General Fund (0001), resulting from these grant revenues, to the Parks and Recreation Department, Healthy St. Pete Division (190-1587), FitLot FY24 Project (TBD); and providing an effective date.
9. Approving a resolution authorizing the Mayor or his designee to accept a grant from the State of Florida Department of Agriculture and Consumer Services (“Department”) in an amount not to exceed \$421,450 for the City’s Summer Food Service Program and to execute a grant agreement and all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$421,450 from the increase in the unappropriated balance of the General Fund (0001), resulting from these grant revenues, to the Parks & Recreation Department, Administration Division (190-1573), Summer Food Service Program FY24 Project (TBD); and providing an effective date.

(Public Works)

10. Authorizing the Mayor or his designee to execute a Cooperative Funding Agreement between the City of St. Petersburg, Florida and the Southwest Florida Water Management District for the Sensible Sprinkling Program Phase 11 for a total Project cost of \$100,000.
11. A Resolution authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 20-03-HDR/UIW(C) (“Task Order”), as amended and revised, to the architect/engineering agreement dated December 1, 2020 between the City of St. Petersburg, Florida and HDR Engineering, Inc. (“A/E”) for A/E to provide (i) continued project management, (ii) additional IW-4 and M-8 construction services, and (iii) additional Envision coordination related to the NEWRF Deep Injection Well IW-4 Project in an amount not to exceed \$50,092.70; providing that the total Task Order, as amended and revised, shall not exceed \$296,294.01 (ECID Project No. 21071-111; Oracle No. 18298); and providing an effective date.

(Appointments)

12. A Resolution confirming the appointment of Ms. Tara Centeno to the South St. Petersburg Community Redevelopment Area Citizen Advisory Committee.
13. Appointment of Jarrett Sanchez as an alternate Special Magistrate

(Miscellaneous)

14. Housing, Land Use, and Transportation Committee Meeting Minutes (March 7, 2024)
15. A resolution authorizing the Mayor, or his designee, to execute the 2023 Statewide Mutual Aid Agreement (SMAA) with the Florida Division of Emergency Management (FDEM)

allowing the City to request assistance or provide assistance for a major disaster or catastrophic disaster as defined in section 252.34, Florida Statutes, minor disasters, and other such emergencies as lawfully determined by a Participating Party of the Agreement.

16. Committee of the Whole Meeting Minutes (April 18, 2024)
17. Legislative Affairs and Intergovernmental Relations Committee Meeting Minutes (February 15, 2024)

MEETING AGENDA

CITY OF ST. PETERSBURG

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

Economic & Workforce Development Committee

Thursday May 30, 2024, 9:00 a.m., Conference Room 100

Budget, Finance & Taxation Committee

Thursday May 30, 2024, 10:30 a.m., Conference Room 100

CRA/Agenda Review

Thursday May 30, 2024, 1:00 p.m., Conference Room 100

Committee of the Whole

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

City Council Meeting

Thursday, June 6, 2024, 9:00 a.m., City Council Chambers

CITY OF ST. PETERSBURG
Board and Commission Vacancies



PROCEDURES TO BE FOLLOWED FOR QUASI-JUDICIAL PROCEEDINGS:

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

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

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

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

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

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

00630194.doc - revised 7/7/2022

The following page(s) contain the backup material for Agenda Item: Employee Recognition Committee
Please scroll down to view the backup material.



D-1

CITY COUNCIL AGENDA PRESENTATION ITEM

DATE: April 08, 2024

TO: The Honorable Members of City Council

SUBJECT: Employee Recognition Committee

PRESENTER: Chris Guella, Human Resources Director

SCHEDULE FOR COUNCIL ON: May 16, 2024

Ed Montanari
Council Member, District 3

EMPLOYEE RECOGNITION COMMITTEE

Employee Awards & Years of Service Recognition
Presentation to City Council: May 16, 2024





EMPLOYEE RECOGNITION COMMITTEE: MEMBERS

- Chair – Jennifer Joern, Neighborhood Relations
- Vice Chair – Margaret Wahl, Budget
- Member – Latania Barnes, Human Resources
- Member – Belinda Ross, Human Resources
- Member & Ceremony Emcee – Shawn Drouin, City Development Administration
- Member – Heather Early, St. Petersburg Police Department
- Member – Nadia El Kartaoui, Department of Technology Services
- Member – Brittane Harris, Parks & Recreation
- Member – District Chief Tanya Hart, St. Petersburg Fire Rescue
- Member – Julie Littlewood, Stormwater, Pavement & Traffic Operations
- Member – Jessica Taylor, Water Resources
- Member – Patty Beliveau, City Clerk
- Member – Tarin Blackledge, Sanitation
- Member – Lanier Waters, Golf Courses
- Member – Rebecca Moistner, Transportation and Parking Management





COMPOSITION, MEETINGS & CEREMONIES

- ERC Member Composition
 - Adopted Administration-based membership; previously Department-based
- ERC Meetings
 - Monthly (except July)
 - Various City offices/facilities
- ERC Ceremonies
 - January, May, September
 - January 24, May 22, September 25
 - Sunken Gardens (Garden Room)



MISSION & OBJECTIVES

- Created in 1997 by former City Administrator, Gary Cornwell
- Mission
 - Acknowledge City employees for efforts that go above and beyond their job descriptions and to recognize them for extended years of service
- Objectives
 - Establish and implement sustainable policies and procedures for a comprehensive employee recognition program
 - Support the standards of service set forth in the City’s “Principles for Accountable and Responsive Government” while adhering to the City of St. Petersburg’s Rules and Regulations
 - Encourage appropriate recognition of service which exceeds expectations
 - Promote individual and organization pride



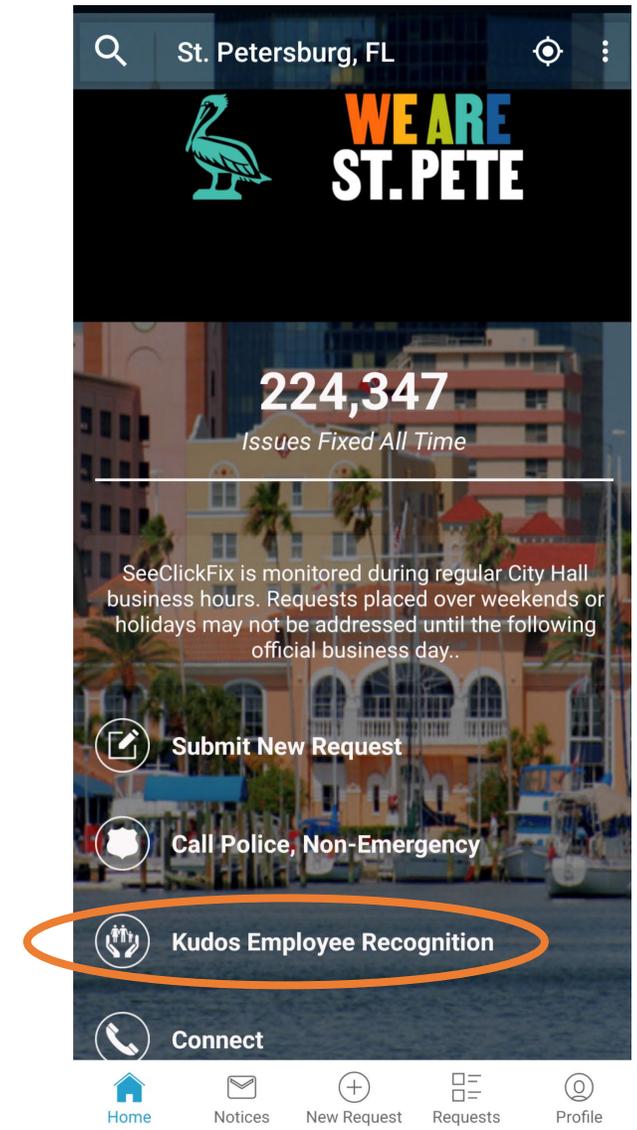
AWARD CATEGORIES

- KUDOS
 - Platform for employees to acknowledge one another for a job well done
 - Fosters strong relationships among teams and increasing employee engagement
 - Builds strong, intrinsic based company culture
- Sunshine Award
 - Employee receives two or more KUDOS awards within six months
- The Benjamin Shirley Impactful Service Award
 - Intended to recognize outstanding service by an employee or group of employees
 - Historical *Impactful Service Award* was retitled to *The Benjamin Shirley Impactful Service Award* on January 30, 2019 to honor the late Benjamin F. Shirley, Sr.
- Servant Leadership Award
 - Recognizes the contribution of an employee or group of employees who go above and beyond their job description and call of duty
- Innovation Award
 - Encourage and reward exceptional service and/or innovation demonstrated by City personnel
 - Nominated by an employee's Director, up to \$5,000 may be granted at any time during the year by the Human Resources Director upon the recommendation by the ERC in acknowledgement of innovative ideas or accomplishments of significant benefit to the City



2023 ACTIONS & ACCOMPLISHMENTS

- “Recognize a Fellow Employee” appears as the first “button” on the Intranet ticker (June)
- By-Laws Updated
 - Transitioned from Department-based to Administration-based ERC members
 - Language clean-up for awards
- Awards Quick Guide
 - 5-Year Award (pen; previously, employee only received a letter of recognition)
- Revamped ERC logos / Award logos
- New ERC Members
 - Genuine interest in joining ERC
 - Retirement
 - Work commitments
- Secured Kahwa Coffee as ceremony sponsor
 - Confirmed continued sponsorship in 2024
- Menu item on See-Click-Fix (SCF) app (October)





EMPLOYEE RECOGNITION

[CY] 2023 Year in Review (163)

AWARD TYPE	COUNT	NOMINATOR	COUNT	
BSIS	3	Citizen	102	62.58%
Kudos	116	Peer	61	37.42%
Servant Leadership	4	Grand Total	163	
Sunshine	40			
Grand Total	163			

BSIS: Ben Shirley Impactful Service

CITY DEPARTMENT	COUNT	
Codes Compliance Assistance	54	33.13%
Parks & Recreation	26	15.95%
Billing & Collections	23	14.11%
Stormwater Pavement & Traffic Ops	16	9.82%
Sanitation	10	6.13%
Planning & Development Services	6	3.68%
Technology Services	5	3.07%
Transportation & Parking Mgmt	5	3.07%
Enterprise Facilities	3	1.84%
Water Resources	3	1.84%
Engineering	2	1.23%
Fleet Services	2	1.23%
Budget Management	1	0.61%
City Clerk Office	1	0.61%
Human Resources	1	0.61%
Libraries	1	0.61%
Marketing	1	0.61%
Mayor's Office	1	0.61%
Neighborhood Relations	1	0.61%
Police Department	1	0.61%
Grand Total	163	

[CY] 2024 Year to Date (162)

AWARD TYPE	COUNT	NOMINATOR	COUNT	
BSIS	12	Citizen	55	33.95%
Kudos	95	Peer	107	66.05%
Sunshine	55	Grand Total	162	
Grand Total	162			

BSIS: Ben Shirley Impactful Service

CITY DEPARTMENT	COUNT	
Codes Compliance Assistance	63	38.89%
Stormwater Pavement & Traffic Ops	31	19.14%
Billing & Collections	17	10.49%
Parks & Recreation	10	6.17%
Sanitation	10	6.17%
Police Department	8	4.94%
Technology Services	5	3.09%
Water Resources	4	2.47%
Housing and Neighborhood Services	3	1.85%
Libraries	3	1.85%
Planning & Development Services	2	1.23%
Budget Management	1	0.62%
Fire Department	1	0.62%
Human Resources	1	0.62%
Mayor's Office	1	0.62%
Public Works	1	0.62%
Transportation & Parking Management	1	0.62%
Grand Total	162	



NOMINATE AN EMPLOYEE NOW!

- Intranet

- Intranet Home → Employee Services → Kudos → Nominate a Fellow Employee Now
- <https://stpsp1/sites/csp/Intranet/EmployeeRecognitionCommittee/SitePages/Submit-Recognition.aspx>

- City Website

- Government → Boards & Committees → Employee Recognition Committee → Submit an Employee Achievement Award Recommendation
- https://www.stpete.org/government/boards_committees/employee_recognition_committee.php
 - <https://form.jotform.com/91213633042142>

- E-mail

- kudos@stpete.org
- Any ERC Member

- Phone

- Service Center: 727-893-7111
- Department / Department Supervisor, Manager, Director



MAY 2023: SERVANT LEADERSHIP



SEPTEMBER 2023: BEN SHIRLEY IMPACTFUL SERVICE



KUDOS TO KAHWA!



JANUARY 2024: ROBERT EVANS & FAMILY (30 YOS)

CELEBRATING OUR EMPLOYEES

KUDOS to Kahwa Coffee for generously donating coffee for the Employee Recognition Ceremonies

THANK YOU



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



D-2

CITY COUNCIL AGENDA

Presentation Item

DATE: May 10, 2024

TO: The Honorable Members of City Council

SUBJECT: Proclamation ~ Military Appreciation Month

PRESENTER: Mayor Kenneth T. Welch

SCHEDULE FOR COUNCIL ON: May 16, 2024

Mayor Kenneth T. Welch

Proclamation



WHEREAS, Military Appreciation Month is a special time to recognize the contributions, sacrifices, and service of the members of all branches of the military; and

WHEREAS, For generations, our military have proudly served our nation during times of conflict and peace; and

WHEREAS, Our brave servicemen and women, their families, and loved ones have made immeasurable sacrifices to protect the freedoms we enjoy on a daily basis; and

WHEREAS, During Military Appreciation Month, we are reminded of the essential role that the United States Armed Forces have played in the history and development of our city, our state, nation, and the world; and

WHEREAS, Their dedication often goes unrecognized, yet their contributions are invaluable to the fabric of our society; and

WHEREAS, We owe a debt of gratitude we could never pay for their bravery, sacrifice, and unwavering dedication to the protection of our country.

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

Military Appreciation Month

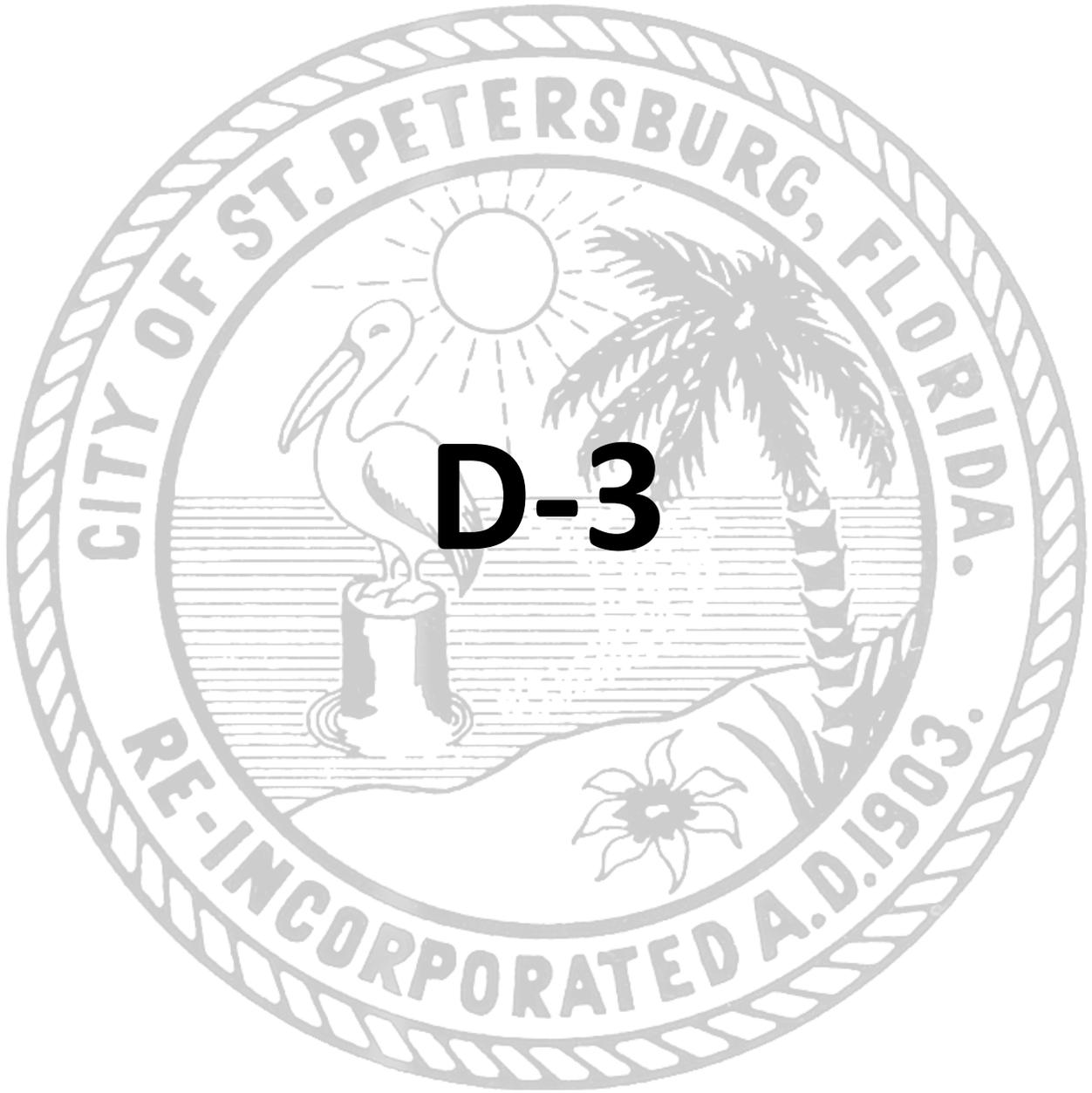
in St. Petersburg and I call upon all citizens to join me in recognizing the invaluable contributions of our servicemen and women, veterans, and their families and expressing our deepest appreciation for their service.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official Seal of the City of St. Petersburg, County of Pinellas, and the State of Florida to be affixed this 16th day of May 2024.

A handwritten signature in blue ink that reads 'Kenneth T. Welch'.

Kenneth T. Welch
Mayor

The following page(s) contain the backup material for Agenda Item: Proclamation ~ Law Enforcement Appreciation Month
Please scroll down to view the backup material.



D-3

CITY COUNCIL AGENDA

Presentation Item

DATE: May 10, 2024

TO: The Honorable Members of City Council

SUBJECT: Proclamation ~ Law Enforcement Appreciation Month

PRESENTER: Mayor Kenneth T. Welch

SCHEDULE FOR COUNCIL ON: May 16, 2024

Mayor Kenneth T. Welch

Proclamation



- WHEREAS,** The safety and security of our community are paramount; and
- WHEREAS,** law enforcement officers dedicate themselves to protecting and serving our citizens with courage, integrity, and professionalism; and
- WHEREAS,** These brave men and women risk their lives daily to uphold the laws that safeguard our neighborhoods, businesses, and families; and
- WHEREAS,** Law Enforcement Appreciation Month provides an opportunity for us to express our gratitude and admiration for their unwavering commitment to public safety; and
- WHEREAS,** Their dedication often goes unrecognized, yet their contributions are invaluable to the fabric of our society; and
- WHEREAS,** Their sacrifices and selfless service deserve our utmost respect and support; and
- WHEREAS,** We honor their bravery, sacrifice, and unwavering dedication to the protection of our community.

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

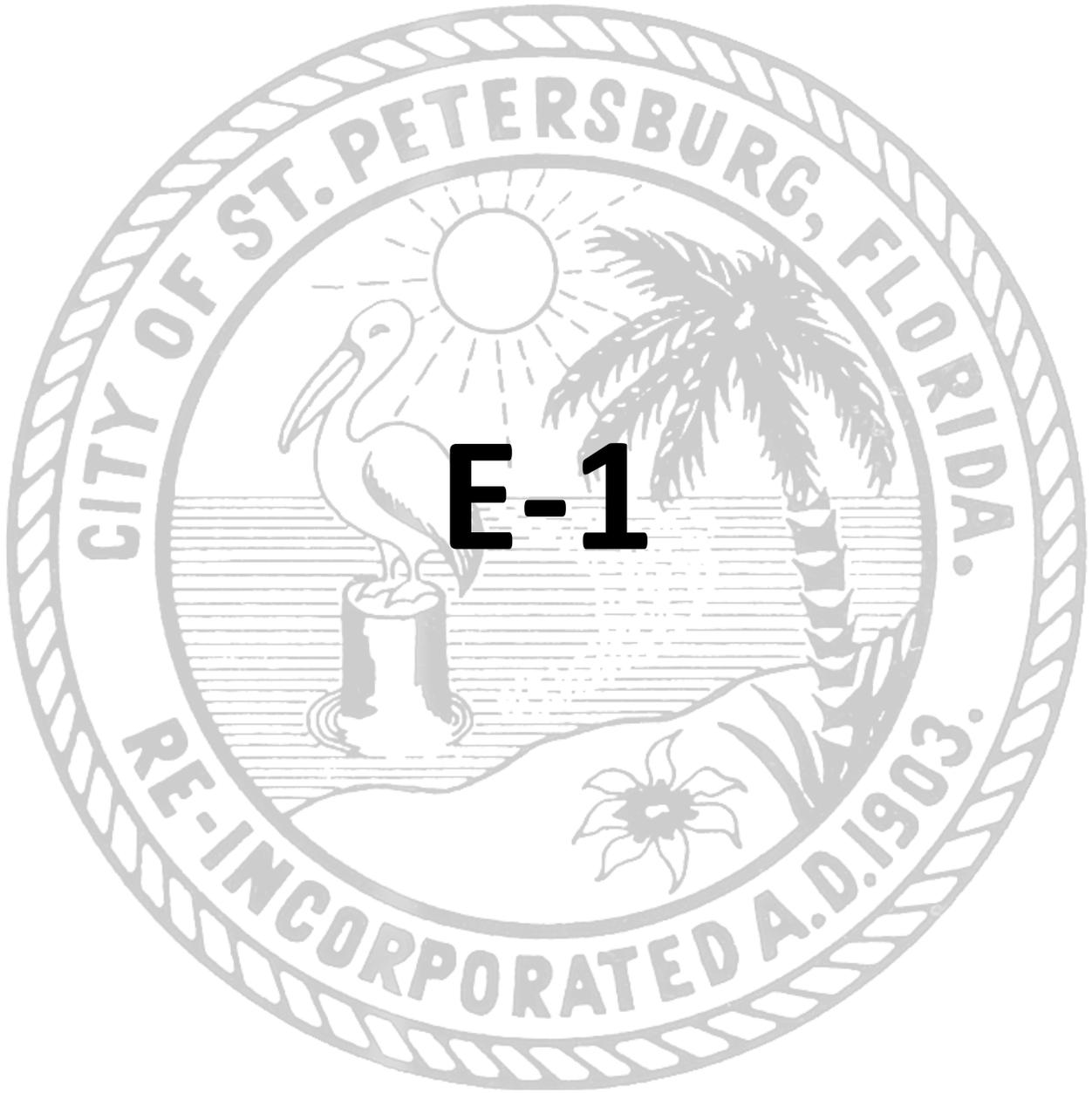
Law Enforcement Appreciation Month

in St. Petersburg and I call upon all citizens to join me in recognizing the invaluable contributions of our law enforcement officers and expressing our deepest appreciation for their service.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official Seal of the City of St. Petersburg, County of Pinellas, and the State of Florida to be affixed this 16th day of May 2024.

Kenneth T. Welch
Mayor

The following page(s) contain the backup material for Agenda Item: Ordinance 582-H, An Ordinance amending St. Petersburg City Code Section 21-79 related to substantial change of use criteria for Charter Parks; clarifying when active uses in passive parks triggers the requirements of the City Charter related to substantial change of use in parks; and providing an effective date. Please scroll down to view the backup material.





MEMORANDUM

ST. PETERSBURG CITY COUNCIL

Meeting of May 16, 2024

TO: City Council Chair and Members of City Council

SUBJECT: Ordinance Amending St. Petersburg City Code Section 21-79

DATE: April 30, 2024

The Public Services & Infrastructure Committee (PS&I Committee) met on May 26, 2022 and June 8, 2023 to discuss the need for clarification of the language in St. Petersburg City Code Section 21-79. The PS&I Committee approved the need for clarification on February 8, 2024, which prompted the amending of the ordinance. The language is to amend and clarify the criteria which would trigger the substantial change of use procedures in parks as mandated by the Charter, especially those criteria relating to active uses in passive Charter parks.

Administration requests that the first reading of the ordinance be placed on the May 16, 2024 City Council agenda, followed by the second reading and public hearing on Thursday, June 6, 2024.



City of St. Petersburg
Department Name
P.O. Box 2842
St. Petersburg, FL 33731-2842
O: 727-000-000

Ord. No. _____

AN ORDINANCE AMENDING ST. PETERSBURG CITY CODE SECTION 21-79 RELATED TO SUBSTANTIAL CHANGE OF USE CRITERIA FOR CHARTER PARKS; CLARIFYING WHEN ACTIVE USES IN PASSIVE PARKS TRIGGERS THE REQUIREMENTS OF THE CITY CHARTER RELATED TO SUBSTANTIAL CHANGE OF USE IN PARKS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 1.02(e) of the City Charter provides that the City may substantially change the use of any City-owned park property only after approval by adoption by City Council of a non-emergency ordinance receiving the affirmative vote of at least six (6) members of City Council with a full public hearing prior to adoption after prior notice to the owners and residents of property within two hundred (200) yards of the perimeter of the park parcel. Parcel, resident, and owners shall be as defined in Section 1.02(d) of this Charter. The City Council shall by ordinance define the terms "substantial change of use."; and,

WHEREAS, the City Council last defined "substantial change of use" in 2004 by Ordinance No. 694-G; and,

WHEREAS, the City Council now wishes to amend and clarify the criteria which would trigger the substantial change of use procedures mandated by the Charter, especially those criteria relating to active uses in passive Charter parks. Now therefore,

THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN:

SECTION ONE. Section 21-79 of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 21-79. Substantial change of use criteria.

This section applies only to Charter Parks. A substantial change of use ~~of Park Property~~ for purposes of section 1.02 of the City Charter means:

- (1) A permanent change of use in a passive park to a use other than ~~in~~ a passive park use, ~~except that a permanent change of the use of less than one-fourth of an acre of~~

~~passive park to an active park use shall not be considered a substantial change of use.~~

- (2) A permanent change of use from an existing active use to another active use or an expansion of an existing active use in a passive park.
- (32) A permanent change of use to a use other than an active park use or a passive park use, as defined in this article, in an active park.
- (43) A permanent change which causes the use of more than 60 percent of a passive or active park for active park uses.
- (54) Any use of a wilderness area other than for wilderness area uses or a nature preserve other than for nature preserve uses.
- (65) Detention, retention or treatment facilities for off-site stormwater drainage.

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

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

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

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

LEGAL:

DEPARTMENT:



Assistant City Attorney
(00725608)

**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:

Amendment of St. Petersburg City Code Section 21-79 related to substantial change of use criteria for charter parks: clarifying when active uses in passive parks triggers the requirements of the City Charter related to substantial change of use in parks; 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):**

 Clarification of when active uses in passive parks triggers the requirements of the City Charter related to substantial change of use in parks.
- 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;**

 No direct compliance costs will be incurred.
 - (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and**

 No charge or fee will be imposed.

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

No increase in revenue is expected.

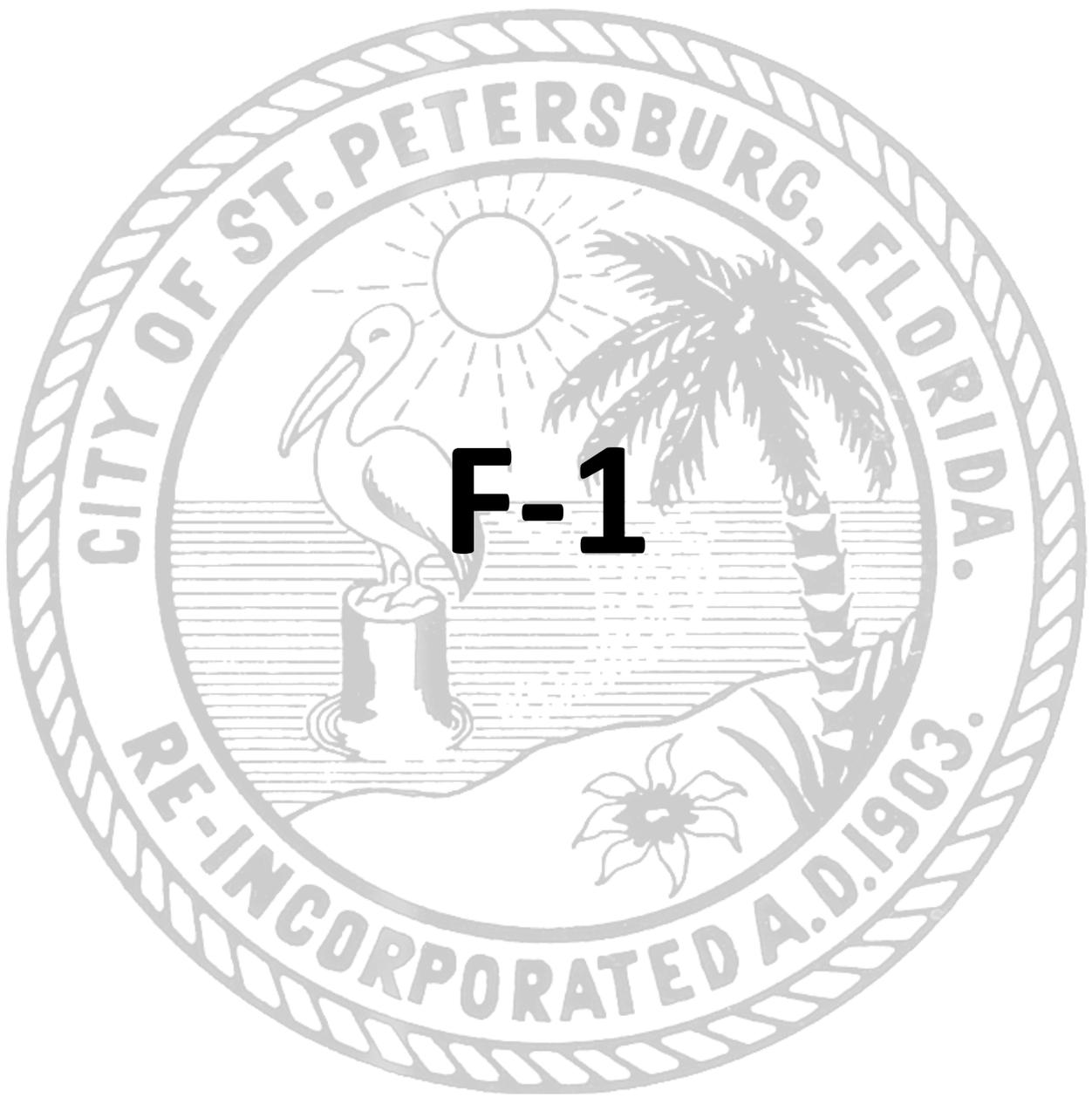
3. **Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:**

No impact on businesses is expected.

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

N/A

The following page(s) contain the backup material for Agenda Item: St. Petersburg Police Department Quarterly Report
Please scroll down to view the backup material.



F-1

QUARTERLY REPORT

CHIEF OF POLICE

ANTHONY HOLLOWAY

MAY 16, 2024



HOMICIDES

JANUARY, FEBRUARY, MARCH 2024

Homicides	2023	2024
Total	6	4
Open	0	0
Closed	6	4

G.R.I.T.

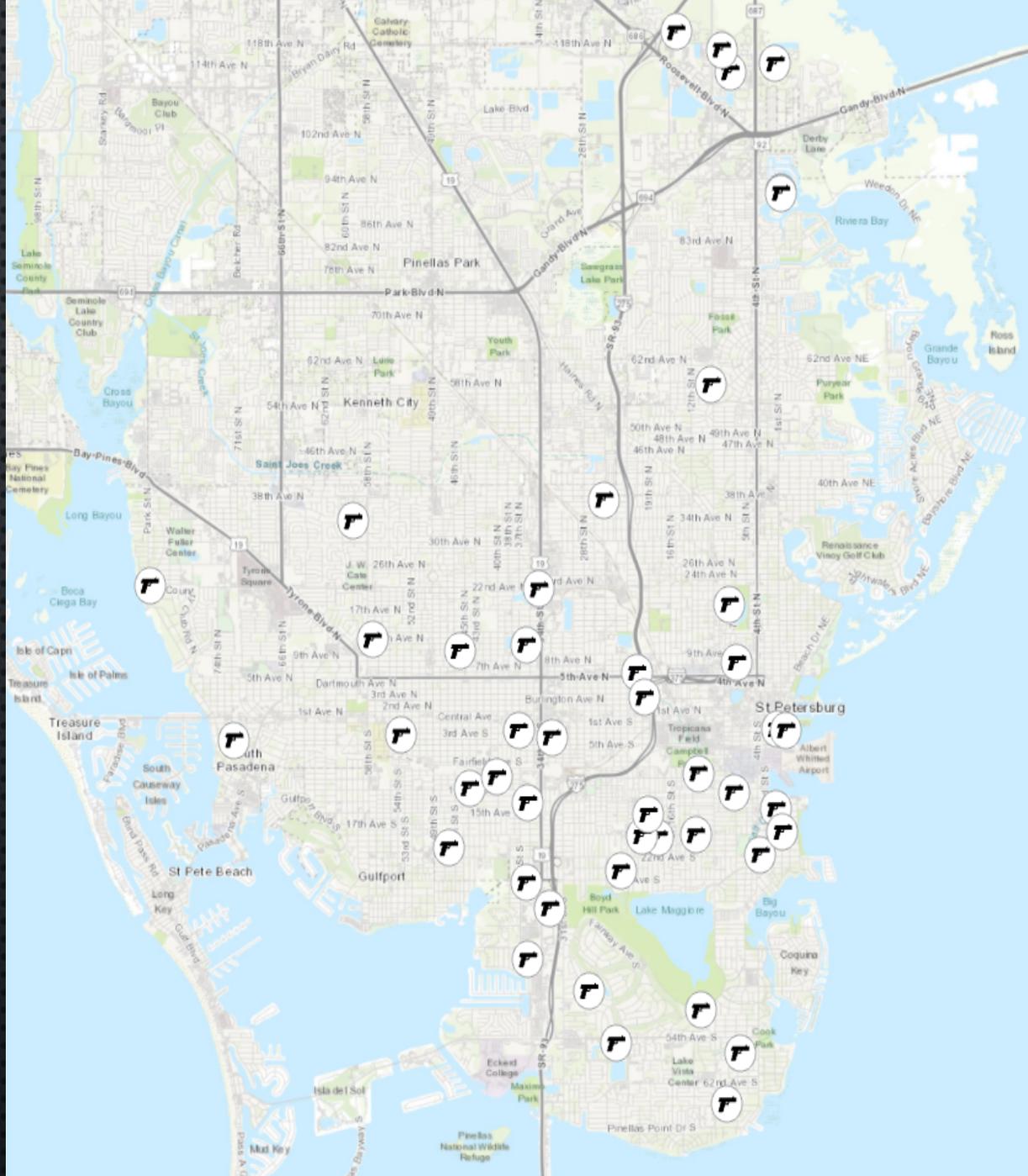
GUN RESPONSE INVESTIGATION TEAM

JANUARY, FEBRUARY, MARCH 2024

2023	Cases Assigned	Cases Closed	Direct Criminal Charges	Leads Established	NIBIN Entries	NIBIN Hits
Total	83	34	10	10	158	45

2024	Cases Assigned	Cases Closed	Direct Criminal Charges	Leads Established	NIBIN Entries	NIBIN Hits
Total	87	46	15	40	257	21

GUNS STOLEN



Stolen Gun Stats	January, February, March 2024
Total Stolen	55
Taken from vehicle	29
Taken from building	25
Taken from person	1
Recovered	6

CRIME OFFENSES

JANUARY, FEBRUARY, MARCH 2024

Offenses 2023	January	February	March	Total
Robbery	16	19	23	58
Burglary/Breaking and Entering	101	67	77	245
Motor Vehicle Theft	62	75	61	198

Offenses 2024	January	February	March	Total
Robbery	36	17	24	77
Burglary/Breaking and Entering	82	58	87	227
Motor Vehicle Theft	53	64	58	175

CRIME ARRESTS

JANUARY, FEBRUARY, MARCH 2024

Arrests 2023	January	February	March	Total
Robbery	3	5	5	13
Burglary/Breaking and Entering	18	11	33	62
Theft from Motor Vehicle	7	25	12	44
Motor Vehicle Theft	11	21	29	61

Arrests 2024	January	February	March	Total
Robbery	8	6	6	20
Burglary/Breaking and Entering	20	22	23	65
Theft from Motor Vehicle	20	27	41	98
Motor Vehicle Theft	20	27	29	76

2nd Chance

Juvenile Diversion Program

- > Alternative to Court
- > 8 - Hour Workday
- > NO Arrest Record

SUCCESS



The Path You Take is

YOUR CHOICE

2ND CHANCE PROGRAM

JANUARY, FEBRUARY, MARCH 2024

2 nd Chance Stats	2023	2024
Juveniles Enrolled	11	21
Completed Successfully	9	17



H.O.M.E.

HABITUAL OFFENDER MONITORING ENFORCEMENT

JANUARY, FEBRUARY, MARCH 2024



Juvenile Stats	2023	2024
Intensive Supervision	4	44
RADAR	213	246
BOTH Supervision & Radar	73	17
Electronic Monitors	32	60
Curfew / Compliance Checks	1,741	1,415

P.A.T.H. - POLICE ASSISTING THE HOMELESS

JANUARY, FEBRUARY, MARCH 2024

	2023	2024
Total Contacts Made	600	645
Total Referrals	214	296
Turning Point	106	159
Pinellas Hope	53	59
Safe Harbor	36	22
Salvation Army	0	1
St. Vincent De Paul	0	7
Bay Pines VA	0	0
Family Assistance	6	11
Bus Tickets	13	37
Transports by PATH	71	97

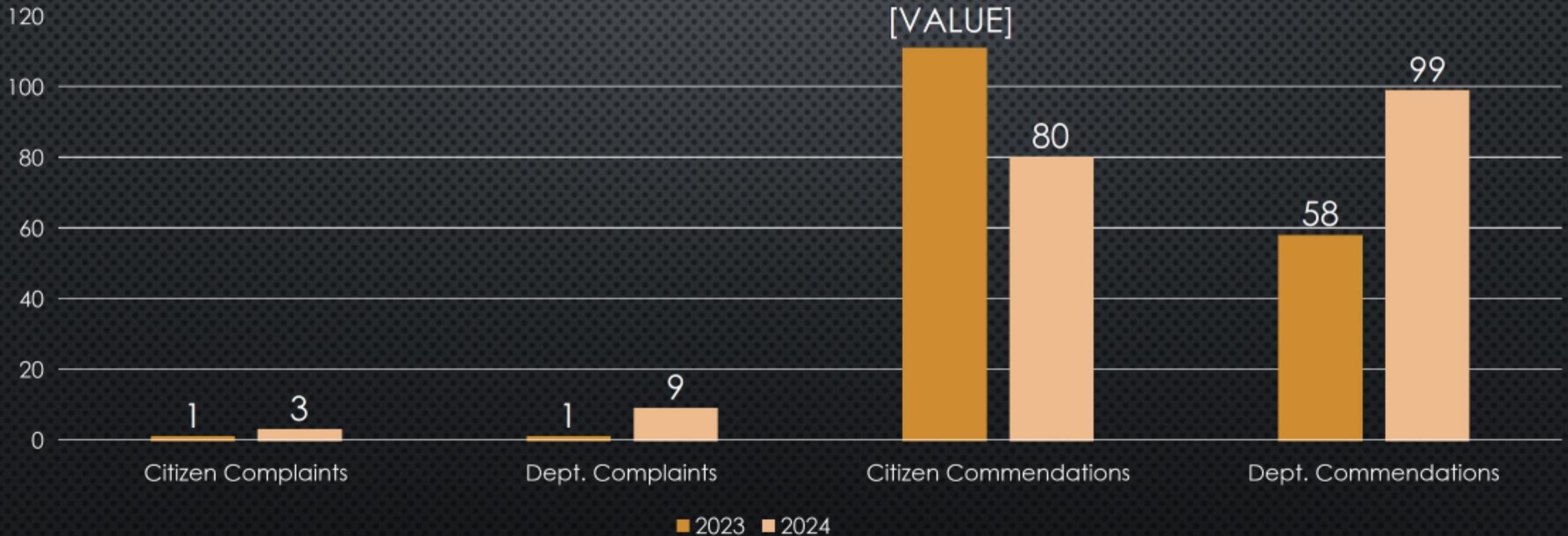
USE OF FORCE INCIDENTS

JANUARY, FEBRUARY, MARCH 2024

Month	2023	2024
January	91	126
February	87	100
March	116	140

COMPLAINTS & COMMENDATIONS

JANUARY, FEBRUARY, MARCH 2024



TRAFFIC STATS

JANUARY, FEBRUARY, MARCH 2024

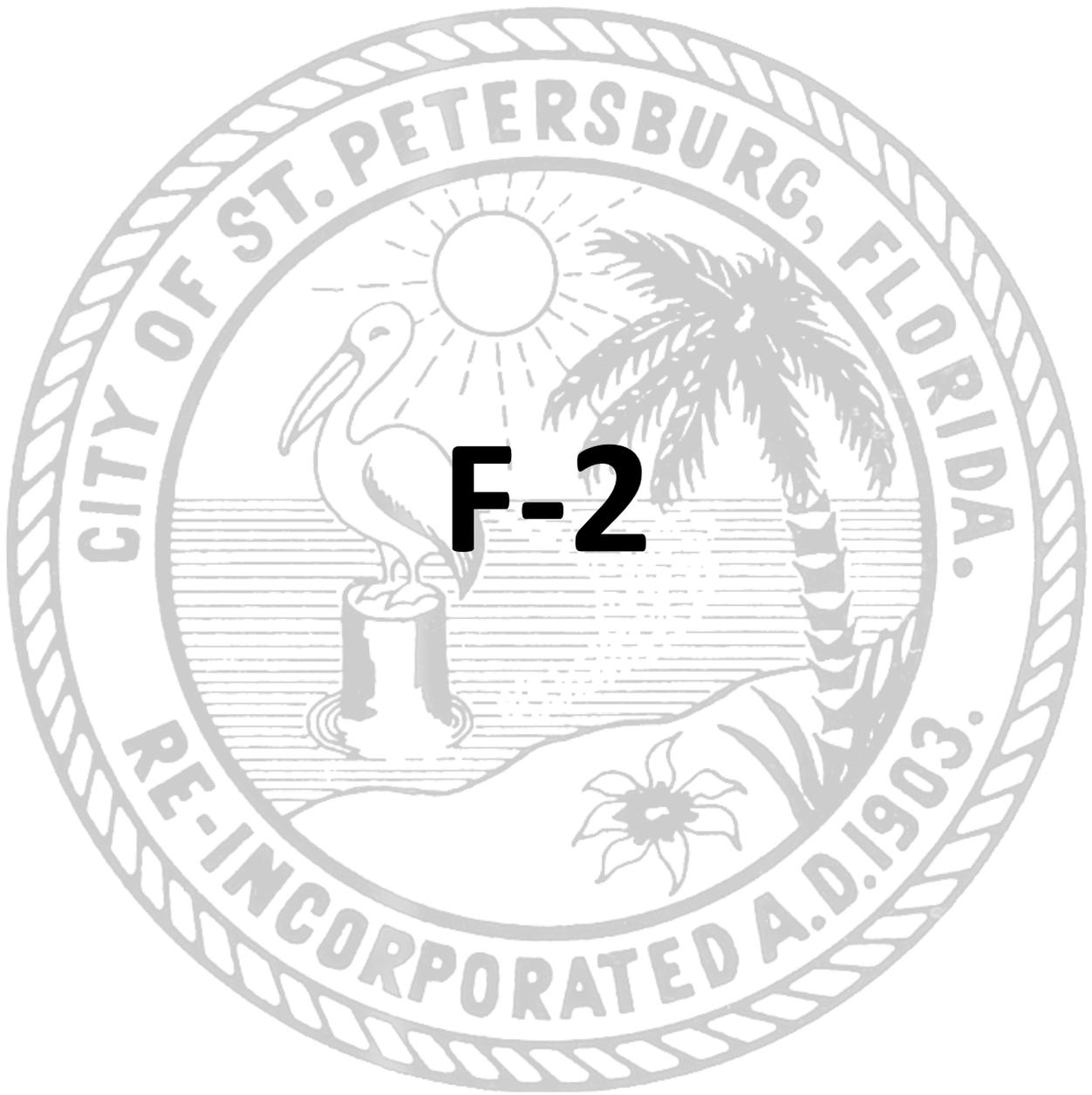
Type	2023	2024
Traffic Citation	6,242	7,824
Traffic Crashes	2,224	1,991
Traffic Stops	7,146	7,349



COMMUNITY ASSISTANCE & LIFE LIAISON PROGRAM

- **January through March 2024, the CALL team:**
 - **Made 1,380 contacts with the community including responding to calls from dispatch, employee referrals and follow-ups. Last year in this quarter, CALL made 871 contacts.**
- **The most frequent zip codes for response: 33710, 33705, and 33712**
- **98% of responses are independent of law enforcement (increase).**
- **There have been 0 injuries or incidents causing violence.**
- **CALL continues to engage in community outreach, many events with a youth focus: school readiness, Anytime Camp, and local sports teams.**

The following page(s) contain the backup material for Agenda Item: Preserve the 'Burg update
Please scroll down to view the backup material.



F-2

CITY COUNCIL AGENDA REPORT ITEM

DATE: May 2, 2024

TO: The Honorable Members of City Council

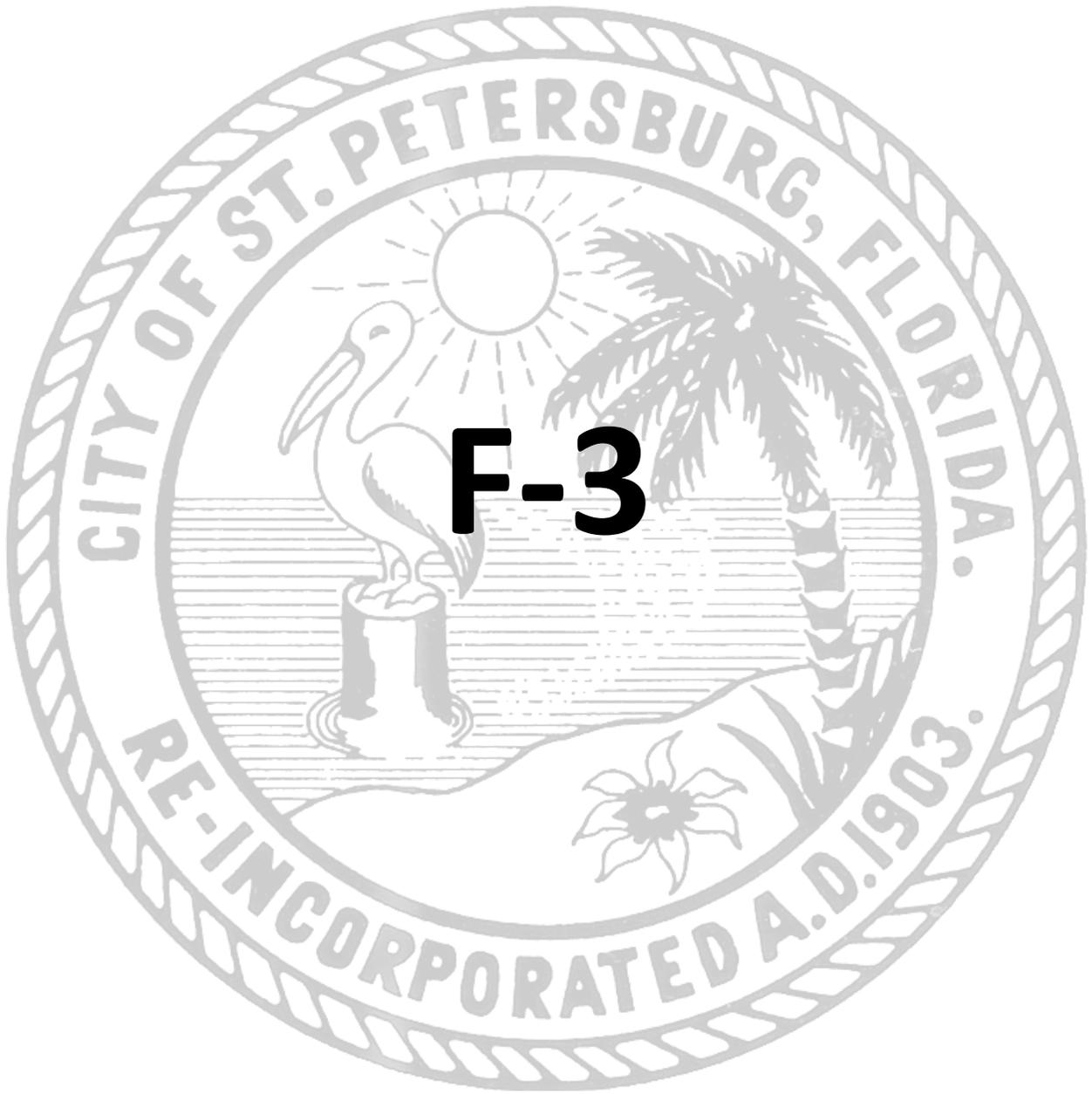
SUBJECT: Preserve the 'Burg update

PRESENTER: Manny Leto, *Executive Director of Preserve the 'Burg*

SCHEDULE FOR COUNCIL ON: May 16, 2024

Gina L. Driscoll
Council Member, District 6

The following page(s) contain the backup material for Agenda Item: A resolution approving the award of a two-year sub-recipient agreement with Ready for Life, Inc. to implement and administer a guaranteed income pilot program for former foster youth not engaged in after care services (the Youth Opportunity Grants Program) for a total contract amount not to exceed \$946,365; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$946,365 from the unappropriated balance of the American Rescue Plan Act Fund (1018) to the Housing and Neighborhood Services Administration Department, Administration Division (080-1065), ARPA Youth Opportunity Grants Project (20233); and providing an effective date.
Please scroll down to view the backup material.



F-3

ST. PETERSBURG CITY COUNCIL
Report
Meeting of May 16, 2024

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

Subject: A resolution approving the award of a two-year sub-recipient agreement with Ready for Life, Inc. to implement and administer a guaranteed income pilot program for former foster youth not engaged in after care services (the “Youth Opportunity Grants Program”) for a total contract amount not to exceed \$946,365; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$946,365 from the unappropriated balance of the American Rescue Plan Act Fund (1018) to the Housing and Neighborhood Services Administration Department, Administration Division (080-1065), ARPA Youth Opportunity Grants Project (20233); and providing an effective date.

Explanation: The Procurement and Supply Management Department issued RFP No. 24-026 on November 21, 2023. The proposals were opened on January 4, 2024. The Procurement & Supply Management Department received four proposals for youth opportunity grants program.

The four proposals were received from:

# Offerors	Amount
1. Directions for Mental Health, Inc. dba Directions for Living	\$946,365
2. Faith Youth Services, Inc.	\$932,680
3. Ready for Life, Inc.	\$946,365
4. Sustainable Family Services, LLC	\$0

Evaluations of the proposals were conducted by the following staff:

Helen Rhymes, Social Services Planning Manager
Jess Riedel, Senior Operations Analyst
Kayleigh Sagonowsky, Operations Analyst

The proposals were evaluated based on the following weighted criteria:

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

During the evaluation meeting on January 31, 2024, the evaluation committee voted to recommend award to Ready for Life, Inc. The proposal was above expectations for the City’s requirements.

The Procurement and Supply Management Department, in cooperation with Housing and Neighborhood Services, recommends award to:

Ready for Life, Inc. (Largo, FL)..... \$946,365
(Two-years @ \$473,182.50)

Ready for Life, Inc. has met the specifications, terms, and conditions of RFP No. 24-026, dated November 21, 2023. Ready for Life, Inc. is headquartered in Florida and has been in business

since 2009. They have satisfactorily provided services such as financial stipends to clients and providing wrap-around support for young adults who are former foster youth and the unique barriers they face. Their robust and well-researched approach to administering a guaranteed income pilot aligns with the project elements laid out in the RFP and other existing guaranteed income projects and research. An agreement will be issued and will be binding only for actual services rendered.

Recommendation: City Administration recommends City Council approve the attached resolution approving the award of a two year sub-recipient agreement to Ready for Life, Inc. to implement and administer a guaranteed income pilot program for former foster youth not engaged in after care services (the “Youth Opportunity Grants Program”) for a total contract amount not to exceed \$946,365; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$946,365 from the unappropriated balance of the American Rescue Plan Act Fund (1018) to the Housing and Neighborhood Services Administration Department, Administration Division (080-1065), ARPA Youth Opportunity Grants Project (20233); and providing an effective date.

Cost/Funding/Assessment Information: Funds will be available after the approval of a supplemental appropriation in the amount of \$946,365 from the unappropriated balance of the American Rescue Plan Act Fund (1018) to the Housing and Neighborhood Services Administration Department, Administration Division (080-1065), ARPA Youth Opportunity Grants Project (20233).

Attachments: Technical Evaluation (1 page)
Resolution

**Technical Evaluation
RFP-24-026: Youth Opportunity Grants Program**

Evaluated Vendors

1. Directions for Mental Health, Inc. dba Directions for Living
2. Faith Youth Services, Inc.
3. Ready for Life, Inc.

Evaluation Criteria

The proposals were evaluated and scored based on the following criteria:

Experience of firm	40 possible points
Qualification and technical competence	20 possible points
Capacity to accomplish the work	20 possible points
Past performance on similar contracts	10 possible points
Cost or price	10 possible points

Tabulation of Scores

The evaluation committee scored the firms and the aggregate scores for the three firms based on a possible total of 100 points were as follows:

Company	Score	Rank
Ready for Life, Inc.	92	1
Directions for Mental Health, Inc. dba Directions for Living	70	2
Faith Youth Services, Inc.	43.3	3

Ready for Life, Inc. has met the requirements for RFP-24-026 and were determined to be the most qualified firm, taking into consideration their experience of providing these services and the evaluation criteria set forth in the RFP.

RESOLUTION NO. 2024-___

A RESOLUTION APPROVING THE AWARD OF A TWO YEAR SUB-RECIPIENT AGREEMENT TO READY FOR LIFE, INC. TO IMPLEMENT AND ADMINISTER A GUARANTEED INCOME PILOT PROGRAM FOR FORMER FOSTER YOUTH NOT ENGAGED IN AFTER CARE SERVICES (THE “YOUTH OPPORTUNITY GRANTS PROGRAM”) FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$946,365; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$946,365 FROM THE UNAPPROPRIATED BALANCE OF THE AMERICAN RESCUE PLAN ACT FUND (1018) TO THE HOUSING AND NEIGHBORHOOD SERVICES ADMINISTRATION DEPARTMENT, ADMINISTRATION DIVISION (080-1065), ARPA YOUTH OPPORTUNITY GRANTS PROJECTS (20233); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department issued RFP No. 24-026 dated November 21, 2023 seeking proposals for the implementation and administration of a guaranteed income pilot program for former foster youth who are not engaged in formal after care services (the “Youth Opportunity Grants Program”); and

WHEREAS, the Procurement & Supply Management Department received four proposals in response to the RFP; and

WHEREAS, a cross-functional team evaluated the proposals based on the criteria set forth in the RFP and recommended Ready for Life, Inc. be awarded a sub-recipient agreement to implement and administer the Youth Opportunity Grants Program; and

WHEREAS, Ready for Life, Inc. has met the specifications, terms and conditions of RFP No. 824-026; and

WHEREAS, funding for the Youth Opportunity Grants Program will be available after a supplemental appropriation in the amount of \$946,365 from the unappropriated balance of the American Rescue Plan Act Fund (1018) to the Housing and Neighborhood Services Administration Department, Administration Division (080-1065), ARPA Youth Opportunity Grants Project (20233); and

WHEREAS, the Procurement and Supply Management Department, in cooperation with Housing and Neighborhood Services recommends approval of this award.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the award of a two-year sub-recipient agreement to Ready for Life, Inc. to implement and administer a guaranteed income pilot program for former foster youth who are not engaged in after care services at a total contract amount not to exceed \$946,365 is hereby approved.

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

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the American Rescue Plan Act Fund (1018) the following supplemental appropriation for fiscal year 2024:

<u>American Rescue Plan Act Fund (1018)</u>	
Housing and Neighborhood Services Administration	
Administration Division (080-1065)	
ARPA Youth Opportunity Grants Project (20233)	\$946,365

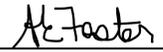
This Resolution shall become effective immediately upon its adoption.

LEGAL:



00742888

DEPARTMENT:



BUDGET:





Approvals - gcc

Report • Printed on April 18, 2024

Approved

952-85 Youth Opportunity Grants Program, Report

Please see attached report for approvals.

▼ Attachments



Aggregate Scoring

<https://stpete1.sharepoint.com/:b:/s/Team-TS-F>



Technical Evaluation

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



Report

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

▼ Final status: Approved

AF

Step 3: Approved by

Amy E. Foster

4/18/2024 11:53:24 AM

SS

Step 2: Approved by

Stephanie N. Swinson

4/18/2024 11:26:51 AM

LS

Step 1: Approved by

Lance N. Stanford

4/18/2024 11:20:54 AM

SR

Requested by

Sakha T. Reed

4/18/2024 11:12:36 AM

Youth Opportunity Grants

City Council Report – May 16, 2024





Youth Opportunity Grants

- Budgeted in ARPA plan: \$946,365
- Encumbered/Obligated to date: \$0
- Spent to date: \$0

- Overview: This is a pilot for young adults who have aged out of the foster care system and are not engaged in formal after care services.

- **Administration recommends approval** of this project to execute agreement with Ready for Life to administer the project.



Youth Opportunity Grants: How we got here

- Presentation at Youth & Family Services Committee in summer 2023 to present the initial idea
- Released RFP in November 2023
- Received 3 responsive applications
- Review committee made selection in January 2024
 - Ready for Life, Inc. was selected to administer this project



Youth Opportunity Grants: What is it?

- Monthly cash payment given directly to individuals – no strings attached
- Intended to be an economic floor – to supplement, not replace existing income and safety net
- Research shows:
 - People do not spend the money on ‘temptation goods’ – they spend it on what they need (groceries, utilities, housing, transportation)
 - Demonstrations have shown increases in full time employment, increased ability to pay for an unexpected expense, increased emotional well-being



Youth Opportunity Grants: What does this project include?

- Direct cash transfers (\$500 per month, for 12 months) to **88** young adults who are former foster youth that are not formally engaged in after care services
- Participant eligibility criteria:
 - Former foster youth who are not currently enrolled in formal aftercare services through DCF
 - Age range: 18-27
 - Strong ties to St. Pete: current residents, work in the city, attend school in the city, etc.
- 3 cohort model
 - 29 participants in each cohort



Youth Opportunity Grants: What does this project include?

- Application process
 - Apply online, assistance available
 - Screen for and verify eligibility criteria
 - Prioritization scale if needed
- Assertive outreach and recruitment efforts to identify participants and help them apply
- Participant onboarding
 - Benefits counseling to ensure no existing benefits are lost
 - Assessment to connect to other needed resources
- Life Skills Reimagined curriculum
- Ongoing case management and support services – meet participants where they are



Youth Opportunity Grants: What does this project include?

- While additional supports are not required, significant direct service staff time is allocated in the budget to provide wraparound support to participants, such as:
 - Life Specialists providing robust case management for any needs that arise
 - Individual and group counseling
 - Parent Aide program for parenting participants
 - Mentorship program
- Ready for Life has tentative agreement with researchers in the USF Family Study Center to conduct the evaluation
 - Spending data, surveys, focus groups
 - Incentives



Youth Opportunity Grants: Why this population?

- 20% of youth who age out of foster care instantly become homeless
 - In FL, 37% are homeless by age 21
- An estimated 50% of the homeless population spent time in foster care
- Only 50% find employment by age 24
- It is estimated that 60% of child sex trafficking victims have a history in the child welfare system



Youth Opportunity Grants: Why this population?

- An estimated 80% of foster youth experience significant mental health issues, compared to 18-22% of the general population
- Less than 3% earn a college degree
 - In FL, by age 21, 61% have a high school diploma, GED, or equivalent
- In FL, 7% of transition-aged youth had a child by age 17, 9% by age 19, and 18% of transition-aged youth became parents by age 21

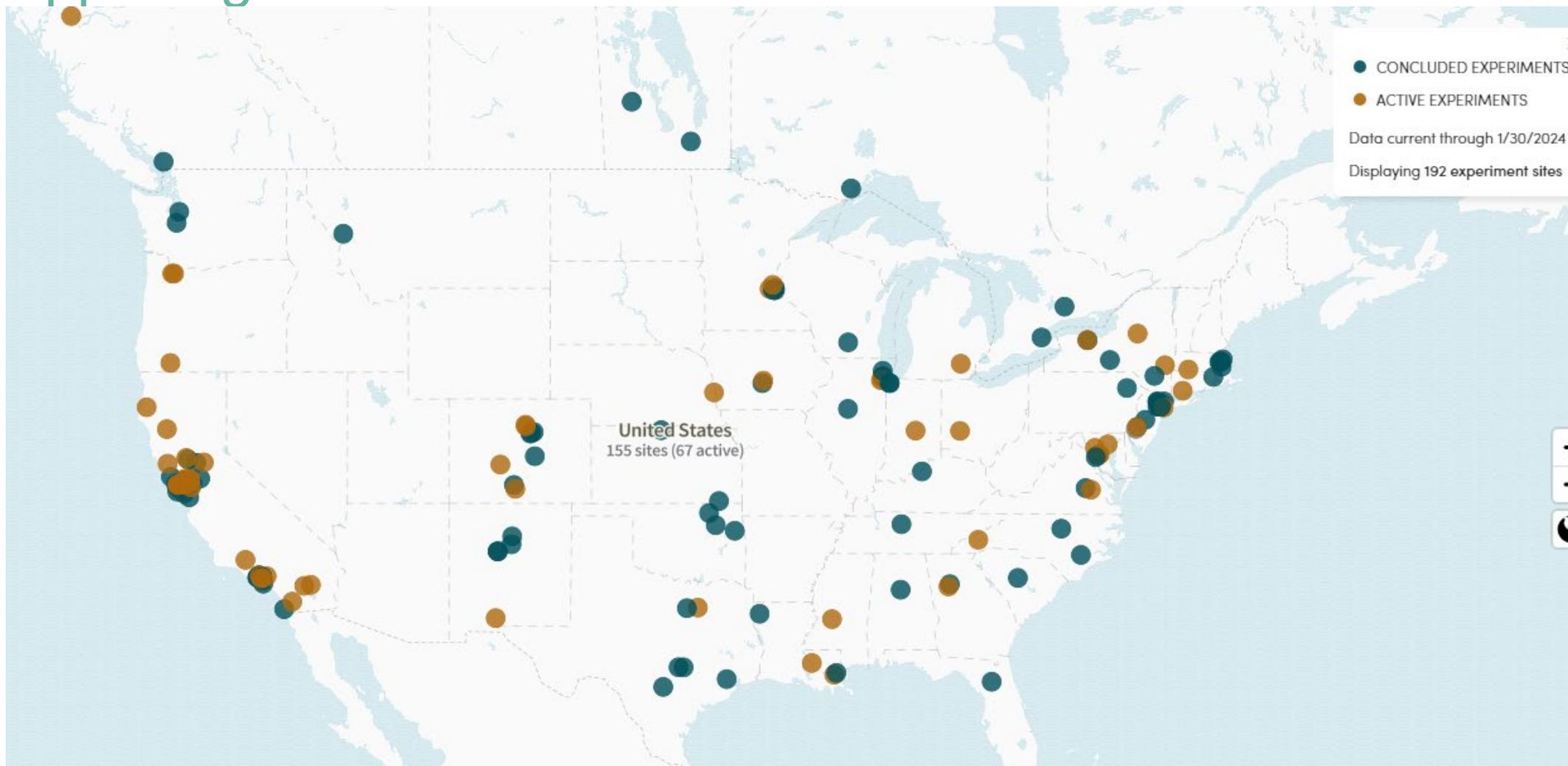


Youth Opportunity Grants: Focus group feedback

- We held 2 focus groups with former foster youth to get their thoughts
- Key themes of how this type of program would help:
 - With this additional income each month, they could: “maneuver a lot better,” “get on [their] feet again,” “this would be a stairway to success”
 - “This would be such a blessing. Our city is finally recognizing youth from foster care that aged out”
 - Pay rent and bills, buy groceries
 - Save up for a car
 - Childcare costs
 - Allow for emergencies without experiencing the “domino effect”
 - Opportunities to establish and maintain good credit



Youth Opportunity Grants: Where are other demonstrations happening?





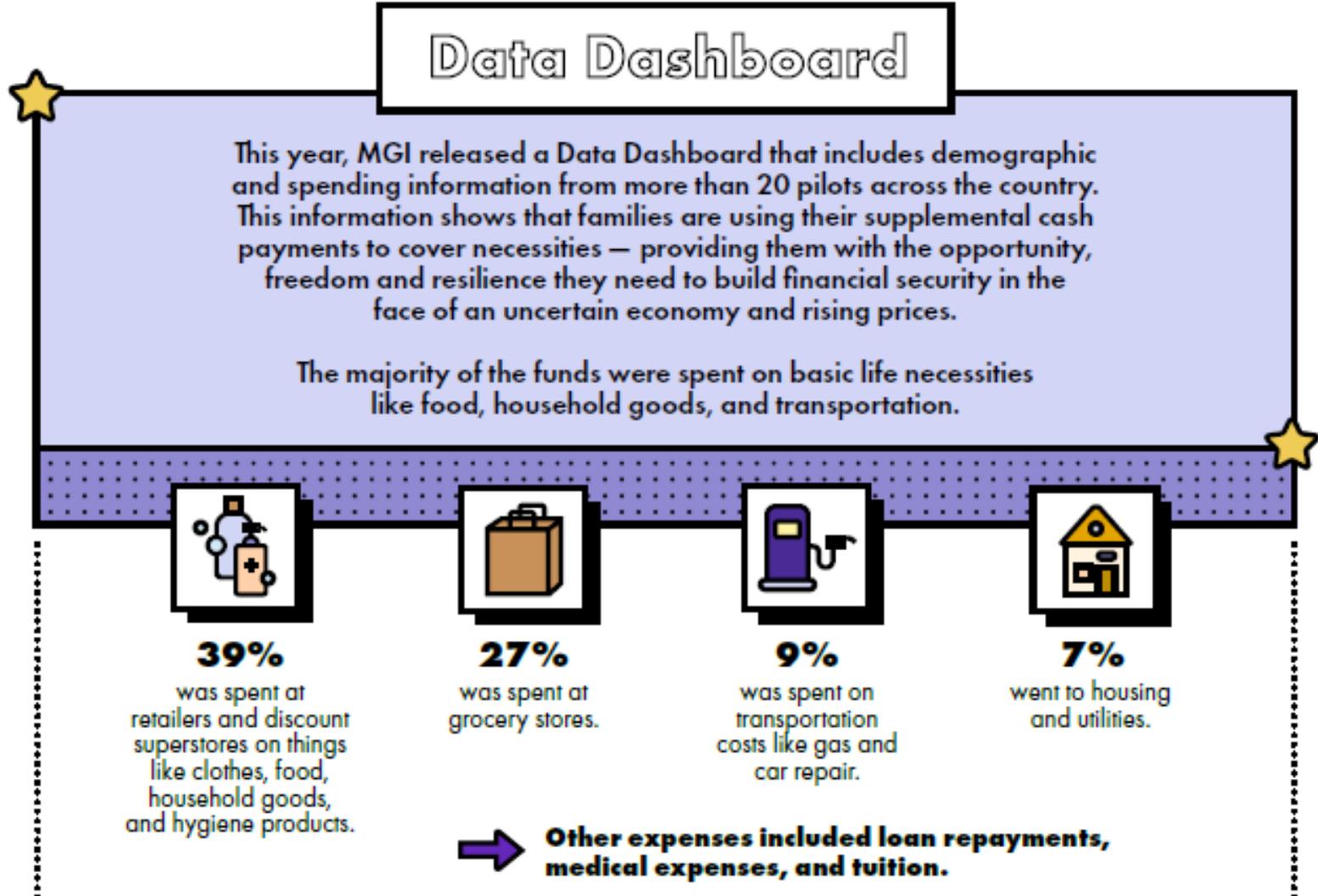
Youth Opportunity Grants: Where are other demonstrations happening?

Guaranteed Income Pilots Dashboard					Home	About	Pilots	Stories	In the News
LOCATION ↕	# OF PARTICIPANTS ↕	MONTHLY PAYMENT ↕	DURATION ↕						
Alexandria	170	\$500	2 Years					LEARN MORE	
Atlanta	275	\$500	1 year					LEARN MORE	
Baltimore	200	\$1000	2 Years					LEARN MORE	
Birmingham	110	\$375	1 Year					LEARN MORE	
Cambridge	130	\$500	1.5 Years					LEARN MORE	
Columbia	100	\$500	1 Year					LEARN MORE	
Durham	109	\$600	1 Year					LEARN MORE	
Gainesville	115	\$1,000 1st month then \$600	1 Year					LEARN MORE	
Ithaca	110	\$450	1 Year					LEARN MORE	
Los Angeles	3200	\$1000	1 Year					LEARN MORE	
Los Angeles County	1000	\$1000	3 Years					LEARN MORE	
Louisville	150	\$500	1 Year					LEARN MORE	
Madison	155	\$500	1 Year					LEARN MORE	
Mount Vernon	200	\$500	1 Year					LEARN MORE	

<https://guaranteedincome.us/> - more pilots and information listed on website



Youth Opportunity Grants: Outcomes from existing demonstrations





Youth Opportunity Grants: Outcomes from existing demonstrations

Stockton's SEED program – first Mayor-led demonstration in the US



One year after receiving the guaranteed income, the treatment group showed statistically significant differences in emotional health



At the start of the program, only 25% of recipients would pay for an unexpected expense with cash or a cash equivalent. One year in, 52% of those in the treatment group would pay for an unexpected expense with cash or a cash equivalent.



Youth Opportunity Grants: Outcomes from the research

From the Jain Family Institute:

- “Key findings include:
 - There is little evidence that cash transfers decrease the motivation to work.
 - Cash transfers **do not lead to spending on “temptation goods.”**
 - Cash transfers **reduce inequality**, and have had multiple positive impacts on recipients’ welfare, alongside positive spillover effects for non-recipients.”



Youth Opportunity Grants: Next Steps

- Council approval on 5/16/2024
- Execute agreement with Ready for Life
- Months 1 – 3: start-up operations, participant recruitment/application/selection, etc.
- Months 4 – 21: 3 cohorts receive their 12 months of payments
 - Evaluation engagement throughout
 - Share stories and impact with Council along the way
- Months 22 – 24: Evaluation wrap-up, impact reporting, project close out
- Project ends by mid-2026, well before the 12/31/2026 ARPA expenditure deadline

THANK YOU

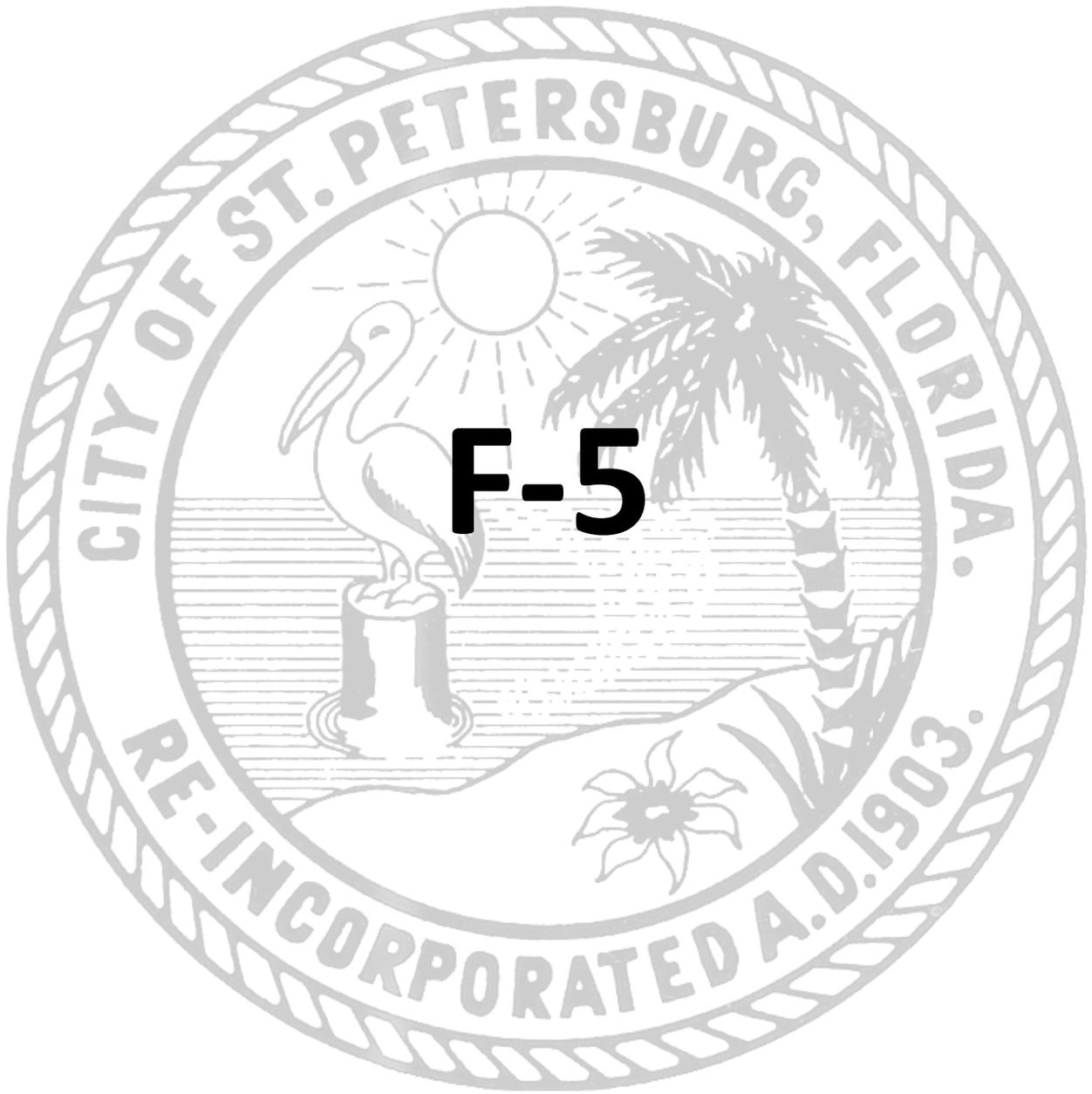


Jess Riedel – ARPA Impact Monitor

Jess.Riedel@stpete.org

727-893-7901

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



F-5

CITY COUNCIL AGENDA REPORT ITEM

DATE: May 6, 2024

TO: The Honorable Members of City Council

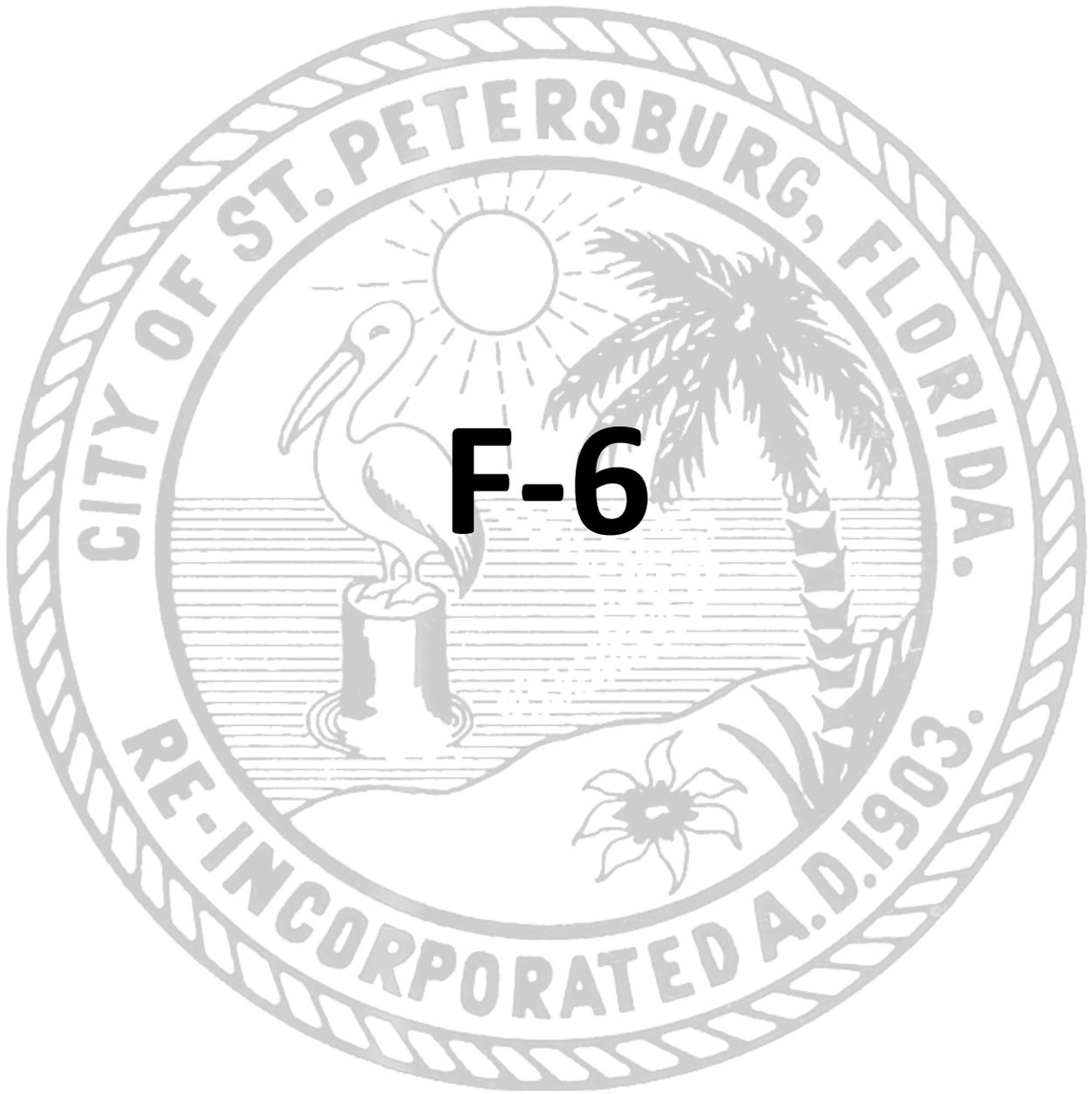
SUBJECT: Hidden Voices

PRESENTER: Esther Matthews, Michael Jalazo and Dashon Mims, *Hidden Voices*

SCHEDULE FOR COUNCIL ON: May 16, 2024

Deborah Figgs-Sanders
Council Chair, District 5

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



F-6

CITY COUNCIL AGENDA REPORT ITEM

DATE: May 7, 2024

TO: The Honorable Members of City Council

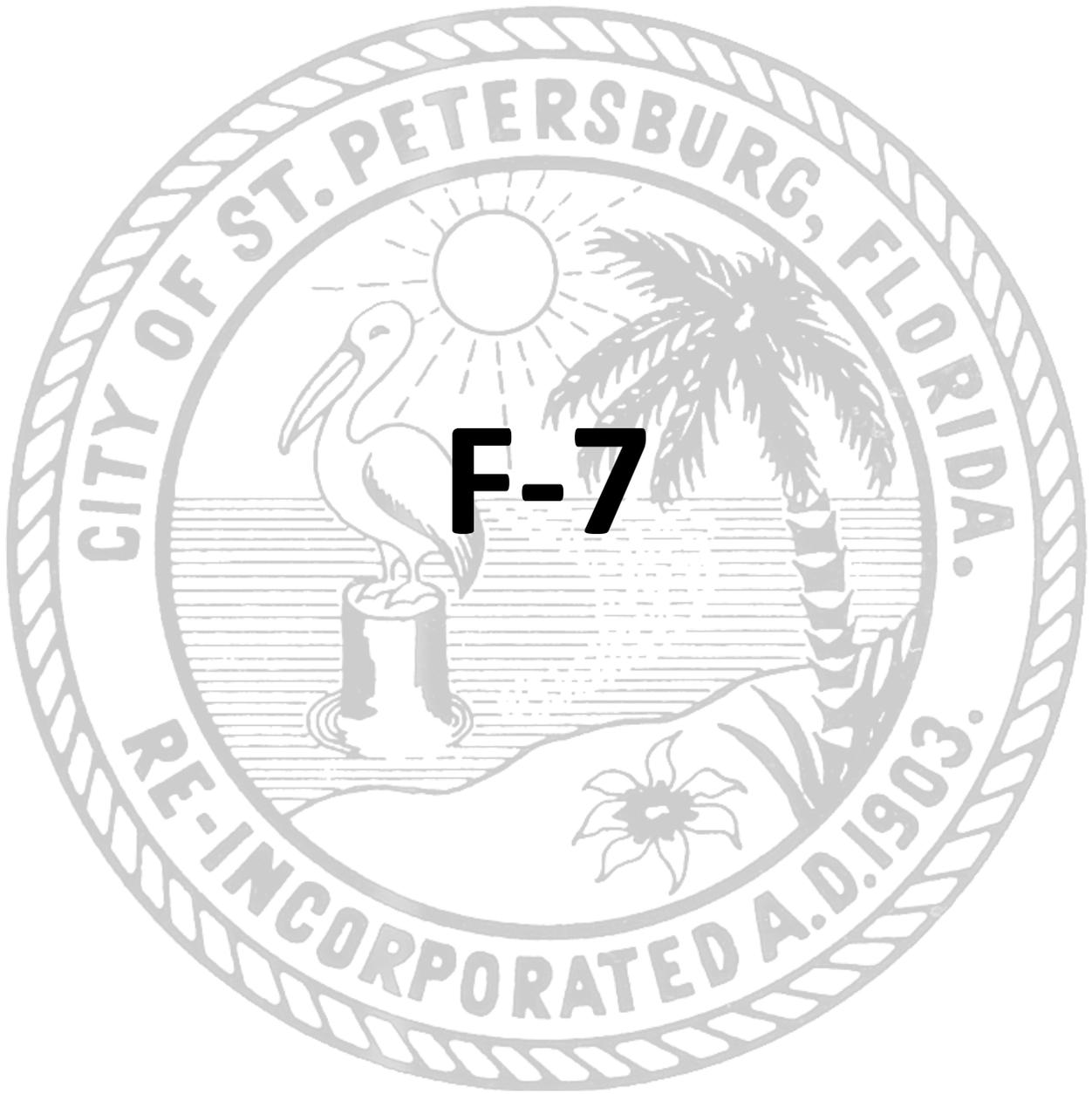
SUBJECT: Phyllis Wheatley

PRESENTER: Carl Lavender

SCHEDULE FOR COUNCIL ON: May 16, 2024

Deborah Figgs-Sanders
Council Chair, District 5

The following page(s) contain the backup material for Agenda Item: A Resolution accepting a Guaranteed Maximum Price (GMP) proposal dated September 5, 2023 in the amount of \$1,604,645 from by PCL Construction, Inc. (PCL) for construction phase services for the Citywide Seawall Inspection, Renovation and Replacement FY 21 Project; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date (ECID Project No. 21092-110; Oracle Nos. 16723, 17257, 17938, 18583 and 19185). Please scroll down to view the backup material.



ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of May 16, 2024

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

SUBJECT: A Resolution accepting a Guaranteed Maximum Price (“GMP”) proposal dated September 5, 2023 in the amount of \$1,604,645 from by PCL Construction, Inc. (“PCL”) for construction phase services for the Citywide Seawall Inspection, Renovation and Replacement – FY 21 Project; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date (ECID Project No. 21092-110; Oracle Nos. 16723, 17257, 17938, 18583 and 19185).

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

The goal of the construction activities is to repair portions of damaged seawalls at three locations within the city. Locations include:

- At Bridge 157152— 31st Ave NE, east of Maple St, over Smacks Bayou Canal
- At Bridge 157210— 79th St S, south of Causeway Blvd, over Boca Ciega Bay
- Riviera Bay near 101 87th Avenue North

A \$249,697.00 Owner’s Contingency for unforeseen conditions is included in the GMP.

The Engineering and Capital Improvements Department recommends for award:

PCL Construction, Inc. \$1,604,645

City Code 2-234, Small Business Enterprise Assistance Program, requires a required participation percentage to be assigned to all construction projects of over \$50,000. This SBE required participation percentage for this project will be 5%.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to accept a Guaranteed Maximum Price (“GMP”) proposal dated February 8, 2024 in the amount of \$1,604,645 from by PCL Construction, Inc. (“PCL”) for construction phase services for the Citywide Seawall Inspection, Renovation and Replacement – FY 21 Project; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date (ECID Project No. 21092-110; Oracle Nos. 16723, 17257, 17938, 18583 and 19185).

COST/FUNDING/ASSESSMENT INFORMATION: Funds have previously been appropriated in the Citywide Infrastructure Capital Improvement Fund (3027) Seawall Renovations & Replacement FY19 Project (16723), Seawall Renovations & Replacement FY20 Project (17257), Seawall Renovations & Replacements FY21 Project (17938), Seawall Renovation and Replacement FY 22 Project (18583) and Seawall Renovations and Replacement FY23 Project (19185).

ATTACHMENTS: GMP Proposal
Resolution
Map

RESOLUTION NO. 2024-_____

A RESOLUTION ACCEPTING A GUARANTEED MAXIMUM PRICE (“GMP”) PROPOSAL DATED FEBRUARY 8, 2024 IN THE AMOUNT OF \$1,604,645 SUBMITTED BY PCL CONSTRUCTION, INC. (“PCL”) FOR CONSTRUCTION PHASE SERVICES FOR THE CITYWIDE SEAWALL INSPECTION, RENOVATION AND REPLACEMENT – FY 21 PROJECT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE (ECID PROJECT NO. 21092-110; ORACLE NOS. 17938, 18583 AND 19185).

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

WHEREAS, PCL has submitted to the City for review and acceptance a GMP proposal in the amount of \$1,604,645 (which includes a \$240,697 owner’s contingency) for construction phase services for the Citywide Seawall Inspection, Renovation and Replacement – FY 21 Project (“Project”); and

WHEREAS, the City and PCL desire to execute the Construction Manager at Risk Agreement that includes a GMP Proposal in the amount of \$1,604,645 for the Project.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that a guaranteed maximum price (“GMP”) proposal dated February 8, 2024 in the amount of \$1,604,645 submitted by PCL Construction, Inc. (“PCL”) for construction phase services for the Citywide Seawall Inspection, Renovation and Replacement – FY 21 Project is hereby accepted.

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:



00742044

DEPARTMENT:

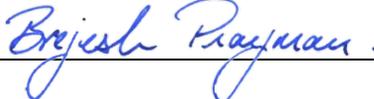


Exhibit A – GMP Proposal
Construction Manager at Risk – Citywide Seawall Repairs
City of St. Petersburg Project No. 21092-110

**CONSTRUCTION MANAGER AT RISK – CITYWIDE SEAWALL REPAIRS
GUARANTEED MAXIMUM PRICE PROPOSAL
CITY OF ST. PETERSBURG, FLORIDA
PROJECT NO. 21092-110**

Proposal Date: 02/08/2024

This GMP Proposal was based on documents prepared by:

- Ayres Associates

The documents include:

- *Plans, Dated 08/11/2023*

The Guaranteed Maximum Price for the Citywide Seawall Repairs project (21092-110) is **One Million Six Hundred Four Thousand Six Hundred Forty-Five Dollars (\$1,604,645.00)**. A summary breakdown organized by trade categories, allowances/contingencies, and the Construction Manager's Fee is included within the attachments.

GENERAL NOTES

1. A Contractor Contingency has been included in the price model. This contingency is understood to be a single pool, to be used for costs considered reimbursable as the Cost of the Work but not included in a Change Order with prior approval of the Owner in accordance with section 3.2.4 of the Agreement (i.e., AIA Document 133TM-2019, as modified by the Owner).
2. An Owner's Contingency has been included in the price model. Construction Manager shall obtain Owner's written approval prior to using such contingency, which approval shall be promptly reviewed after receipt of a request from Construction Manager. Upon final completion of the Work, if this contingency has not been used, these remaining funds shall be disbursed back to Owner to be used at its sole discretion.
3. It is assumed that work hours for the Project are Monday through Friday, 7:00 a.m. to 4:00 p.m., excluding City designated holidays. Work to be performed after hours, on Saturday, Sunday, or City-designated holidays shall be subject to advance approval by the Engineer.
4. This price model assumes the Owner has coordinated the prescribed work with businesses and property owners in the direct vicinity of the work location. Construction Manager will provide required neighborhood notification to all residents and businesses along the construction route with an approved printed door hanger notice.
5. This price model assumes the Owner is responsible for all right of way and temporary easements required to perform the work.
6. This price model includes the following items that were confirmed with the Engineer:
 - a. The replacement seawall at the 31st Avenue location will be installed within 2 feet of the exterior face of the existing seawall. The space between the existing and new seawalls will be filled with flowable fill.
 - b. The replacement seawall at the 79th Street location will include the following:

Exhibit A – GMP Proposal
Construction Manager at Risk – Citywide Seawall Repairs
City of St. Petersburg Project No. 21092-110

- i. Sheet piles will be Ever Comp 47.5 sheets in the length of 18-foot for the first third at the shallow side of each wall, 20-foot sheet piles at the middle section at each wall, and 28-foot sheet piles at the deep side of each wall. A specialty engineer will be used to sign/seal a design for the revised sheet lengths.
 - ii. Anchors will be 1-inch by 20-foot hot-dip galvanized for the shallower section, 1-inch by 22-foot hot-dip galvanized for the middle section, and 1-inch by 30-foot hot-dip galvanized for the deeper section of each wall section. All anchors will be PVC encased, both ends sealed and attached to Manta Ray MR-SR anchors pulled back to 13,000 pounds. A specialty engineer will be used to sign/seal a design for the Manta Ray anchorage system.
 - iii. Flowable fill will be excavatable.
 - iv. Well points will not be required.
7. This price model does not include cost for remediation of hazardous waste materials, testing, abatement, or archeological mitigation.
8. This price model does not include unknown underground obstructions or differing site conditions.
9. This price model does not include removal or replacement of unsuitable material below subgrade, over excavation of unsuitable material.
10. The price model excludes a separate Owner's office trailer and/or office space.
11. Construction Manager's equipment will be billed at Construction Manager's operated rates.
12. All Construction Manager's subcontractors and/or suppliers will be enrolled in Subcontractor Default Insurance or bonded at Construction Manager's discretion. Such insurance will be billed to Owner at a rate of 1.370% of the Cost of Work.
13. Bonds & Insurances will be billed at a rate of 2.75% of the total contract value.
14. Under no circumstances will any insurance or bonds obtained by Construction Manager as set forth herein limit the protections or scope of the public construction bond maintained by Construction Manager as required by the Contract and Section 255.05, Florida Statutes.
15. Construction Manager's proposal is incorporated into the GMP agreement with the Owner.
16. Computers and cell phones are included in the General Conditions and will be billed at the below monthly rates:
 - a. Computers: \$250 / month
 - b. Cell Phones: \$150 / month

Exhibit A – GMP Proposal
Construction Manager at Risk – Citywide Seawall Repairs
City of St. Petersburg Project No. 21092-110

DETAILED GMP ESTIMATE

See attached proposal.

EXHIBIT F - GUARANTEED MAXIMUM PRICE
CITYWIDE SEAWALL REPAIRS
PROJECT NO. 21092-110

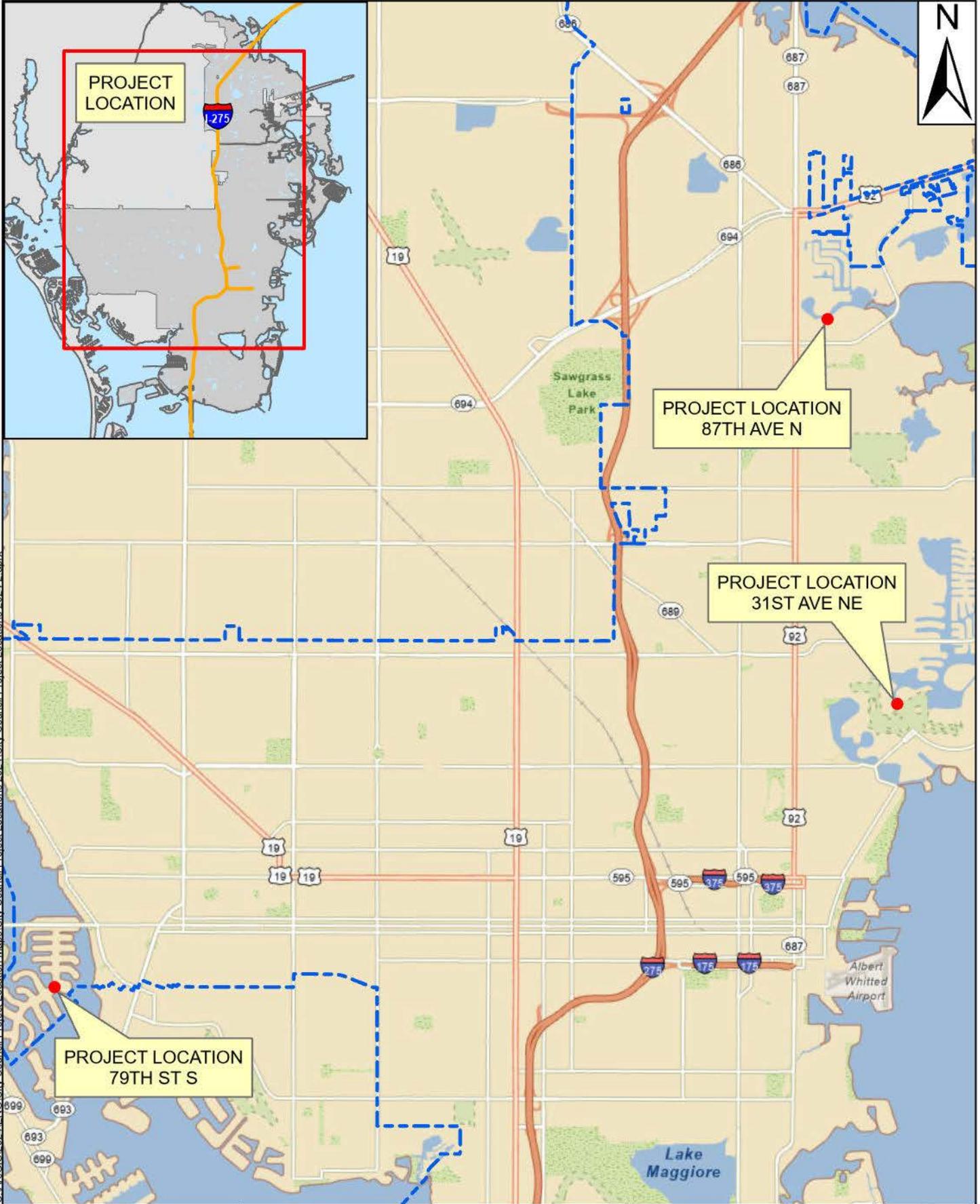
Construction Cost		\$	634,255.00
General Conditions		\$	488,497.00
Contractor Contingency		\$	59,092.00
	Subtotal:	\$	1,181,844.00

CM Fee	11.00%	\$	127,652.00
*General Liability	0.00%	\$	-
*Other Insurance	0.00%	\$	-
	Subtotal:	\$	127,652.00

*Builder's Risk		\$	-
Bonds & Insurance		\$	54,452.00
Owner's Contingency		\$	240,697.00
	Subtotal:	\$	295,149.00

Guaranteed Maximum Price		\$	1,604,645.00
---------------------------------	--	-----------	---------------------

*The cost of these items are included in the "Bonds & Insurance" line item.



Document Path: S:\ArcGIS\2024\ENG\City Council Project Location Maps\City Council Project Locations 2024\City Council Project Locations 2024 2.aprx



PROJECT LOCATION

PROJECT LOCATION
87TH AVE N

PROJECT LOCATION
31ST AVE NE

PROJECT LOCATION
79TH ST S

ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT CITY OF ST PETERSBURG	
APPROVED BY:	DATE: 4/15/2024

**CITYWIDE SEAWALL INSPECTION,
RENOVATION AND REPLACEMENT - FY21**
Project No. 21092-110





Approvals - gcc

Report • Printed on May 1, 2024

Approved

5/16 Council - PCL - Citywide Seawall - CMAN GMP

▼ Attachments



PCL - Citywide Seawall - CMAN

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

▼ Final status: Approved

CT

Step 3: Approved by

Claude Tankersley

5/1/2024 10:59:16 AM

MW

Step 2: Approved by

Margaret B. Wahl

5/1/2024 7:43:11 AM

BP

Step 1: Approved by

Brejesh Prayman

4/30/2024 5:08:24 PM

SJ

Requested by

Sarah B. Johnson

4/30/2024 5:07:54 PM

The following page(s) contain the backup material for Agenda Item: Respectfully requesting a referral to the Budget, Finance & Taxation Committee for a discussion on adding new lights for fields 5 and 6 at Northwest Park to the Weeki Wachee Project List. (Vice-Chair Gerdes)
Please scroll down to view the backup material.



G-1

CITY COUNCIL AGENDA NEW BUSINESS ITEM

TO: Members of City Council

DATE: May 1, 2024

COUNCIL DATE: May 16, 2024

RE: Referral to the Budget, Finance, and Taxation Committee for a Discussion on Adding New Lights for Fields 5 and 6 at Northwest Park to the Weeki Wachee Project List

ACTION DESIRED:

Respectfully requesting a referral to the Budget, Finance & Taxation Committee for a discussion on adding new lights for fields 5 and 6 at Northwest Park to the Weeki Wachee Project List.

Copley Gerdes
Council Vice-Chair, District 1

The following page(s) contain the backup material for Agenda Item: Respectfully requesting a referral to Housing Land Use and Transportation Committee for a discussion on a proposed program that will provide assistance addressing code violation issues. (Councilmember Gabbard- Staff Request)

Please scroll down to view the backup material.



G-2

CITY COUNCIL AGENDA NEW BUSINESS ITEM

TO: Members of City Council

DATE: May 2, 2024

COUNCIL DATE: May 16, 2024

RE: Referral to the Housing, Land Use, and Transportation Committee to discuss a proposed program that will provide assistance addressing code violation issues

ACTION DESIRED:

Respectfully requesting a referral to Housing Land Use and Transportation Committee for a discussion on a proposed program that will provide assistance addressing code violation issues.

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

HLUT Committee Chair Brandi Gabbard
Council Member, District 2

The following page(s) contain the backup material for Agenda Item: Respectfully requesting a referral to the Housing, Land Use and Transportation Committee or other relevant committee for a discussion on the expansion of the Jamestown Apartments for affordable housing. (Councilmember Driscoll)

Please scroll down to view the backup material.



G-3

CITY COUNCIL AGENDA NEW BUSINESS ITEM

TO: **Members of City Council**

DATE: May 2, 2024

COUNCIL DATE: May 16, 2024

RE: Expansion of Jamestown Apartments for Affordable Housing

ACTION DESIRED:

Respectfully requesting a referral to the Housing, Land Use and Transportation Committee or other relevant committee for a discussion on the expansion of the Jamestown Apartments for affordable housing.

Gina Driscoll
Council Member, District 6

The following page(s) contain the backup material for Agenda Item: Respectfully requesting a referral to the Youth and Family Services to discuss staff exploring the idea of reinstating the Social Action Assistance for non-homeless initiatives. (Chair Figgs-Sanders)
Please scroll down to view the backup material.



G-4

CITY COUNCIL AGENDA NEW BUSINESS ITEM

TO: Members of City Council

DATE: May 7, 2024

COUNCIL DATE: May 16, 2024

RE: Referral to the Youth and Family Services for a discussion on reinstating social action assistance for non-homeless initiatives

ACTION DESIRED:

Respectfully requesting a referral to the Youth and Family Services to discuss staff exploring the idea of reinstating the Social Action Assistance for non-homeless initiatives.

Deborah Figgs-Sanders
Council Chair, District 5

The following page(s) contain the backup material for Agenda Item: Confirming Preliminary Assessment for Lot Clearing Number(s) LCA 1658
Please scroll down to view the backup material.



J-1

ST. PETERSBURG CITY COUNCIL

MEETING OF: MAY 16, 2024

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for
Lot Clearing Number (s) LCA 1658

EXPLANATION: The Sanitation Department has cleared the following number of
properties under Chapter 16 of the St. Petersburg City Code. The
interest rate is **8%** per annum on the unpaid balance.

LCA:	<u>1658</u>
NUMBER OF STRUCTURES	<u>13</u>
ASSESSABLE AMOUNT:	<u>\$4,762.25</u>

According to the City Code, these assessments constitute a
lien on each property. It is recommended that the assessments
be confirmed.

COST/FUNDING/ASSESSMENT INFORMATION:

The total assessable amount of \$4,762.25 will be fully assessable
to the property owners.

ATTACHMENTS:

MAYOR: _____

COUNCIL ACTION: _____

FOLLOW-UP: _____

AGENDA NO. _____

4/26/24 8:52:37:

**** City of St. Petersburg ****
Special Assessments Division
FINAL ASSESSMENT ROLL
5-16-2024

Page 1

ASSESSMENT NUMBER	OWNER NAME / MAILING ADDRESS	PARCEL ID / LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1658 81036	STRUZIK, HENRY J STRUZIK, DONNA L 4954 2ND AVE N	21 31 16 00450 002 0080 ALLEN PARK SEC A BLK 2, LOT 8	4954 2ND AVE N	1,507.35
LCA 1658 81037	STARKE, CHRISTOPHER 1326 60TH ST S	19 30 17 03348 002 0230 BAYBRIDGE HEIGHTS BLK 2, LOTS 23 AND 24	419 92ND AVE N	264.56
LCA 1658 81038	BEACHUM, BEATRICE W 935 POST AVE	25 31 16 10656 000 0050 BOZEMAN'S SUB S 50FT OF LOT 5	1363 14TH ST S	264.56
LCA 1658 81039	VM MASTER ISSUER LLC 5001 PLAZA ON THE LK STE 200	25 31 16 14220 000 0090 CASLER HEIGHTS LOT 9	2101 UNION ST S	224.47
LCA 1658 81040	LOWRY, PAULINE P 4745 1ST AVE S	21 31 16 14562 011 0110 CENTRAL PARK REV BLK 11, LOT 11	4745 1ST AVE S	264.56
LCA 1658 81041	UNITED WEALTH BUILDERS LLC 2526 W TAMPA BAY BLVD TAMPA FL 336076835	23 31 16 17442 004 0100 COLONIAL PLACE REV BLK 4, LOT 10 & W 5FT OF LOT 11	2751 3RD AVE S	264.56
LCA 1658 81042	AZZAM PROPERTIES CORPORATION 4 PEDDLERS ROW UNIT 58 NEW CASTLE DE 197021525	22 31 16 43108 010 0010 INTER BAY BLK 10, LOTS 1-8 & LOTS 12-16	4355 CENTRAL AVE	344.74

SAS805R

4/26/24 8:52:37:

**** City of St. Petersburg ****
Special Assessments Division
FINAL ASSESSMENT ROLL
5-16-2024

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
LCA 1658 81043	RAD DIVERSIFIED REIT INC 256 EAGLEVIEW BLVD # 154 EXTON PA 193411157	19 30 17 45612 000 1200 JOHN ALEX KELLY SCARBROUGH SUB LOT 120	795 89TH AVE N	224.47
LCA 1658 81044	AUGUSTUS INVESTMENTS LLC PO BOX 143 SAINT PETERSBURG FL 337310143	21 31 16 63504 012 0160 OAK RIDGE NO. 2 BLK 12, LOT 16	5149 DARTMOUTH AVE N	264.56
LCA 1658 81045	USA HOUSING & URBAN DEV 451 7TH ST SW WASHINGTON DC 204110001	36 31 16 64242 000 0040 ORANGE HILL LOTS 4 & 5	2220 18TH ST S	344.74
LCA 1658 81046	HILL, TYRONE D 940 PALLANZA DR S SAINT PETERSBURG FL 337053606	36 31 16 65358 012 0310 PALLANZA PARK REPLAT BLK 12, LOT 31	940 PALLANZA DR S	264.56
LCA 1658 81047	VALERA PROPERTY BROTHERS LLC 1129 DOGWOOD AVE TAMPA FL 336131717	26 31 16 72936 000 0570 PRATHER'S FIFTH ROYAL LOT 57	2500 LANGDON AVE S	264.56
LCA 1658 81048	BARRETT, SAMANTHA KIAH JENNIFER 8231 RIVERSIDE DR NE SAINT PETERSBURG FL 337023865	30 30 17 75636 008 0010 RIO VISTA BLK 8, LOT 1	8231 RIVERSIDE DR NE	264.56

TOTAL NUMBER OF ASSESSMENTS: 13

TOTAL ASSESSMENT AMOUNT: 4,762.25

SAS805R

LOT CLEARING NUMBER 1658
COST / FUNDING / ASSESSMENT INFORMATION

CATEGORY ASSESSED

AMOUNT TO BE ASSESSED

LOT CLEARING COST

\$ 3,917.25

ADMINISTRATIVE FEE

\$ 845.00

TOTAL:

\$ 4,762.25

A RESOLUTION CONFIRMING PRELIMINARY ASSESSMENT ROLLS FOR LOT CLEARING NO. 1658 ("LCA 1658") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY UPON WHICH SUCH COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 16.40.060.4.4; PROVIDING FOR INTEREST RATE(S) ON UNPAID BALANCES; ACKNOWLEDGING THAT NOTICE(S) OF LIEN(S) WILL BE FILED BY THE POD IN THE OFFICE OF THE CITY CLERK AND MAY BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, preliminary assessment rolls for Lot Clearing No.1658 ("LCA 1658") have been submitted by the POD (i.e., person officially designated) to the City Council pursuant to St. Petersburg Code Section 16.40.060.4.4; and

WHEREAS, notice of the public hearing was duly published in accordance with St. Petersburg City Code Section 16.40.060.4.4; and

WHEREAS, City Council met at the time and place specified in the notice and heard any and all objections that any affected party wished to offer as to why said assessments should not be made final.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this Council confirms the preliminary assessment rolls for Lot Clearing No.1658 ("LCA 1658") as liens against the respective real property upon which such costs were incurred and that pursuant to Section 16.40.060.4.4 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes.

BE IT FURTHER RESOLVED that the unpaid balance of the principal amount of any liens against the respective real property listed on LCA 1658 shall bear interest at the rate of (i) 8% per annum beginning 30 days after the effective date of this Resolution and (ii) 12% per annum beginning one year after the effective date of this Resolution.

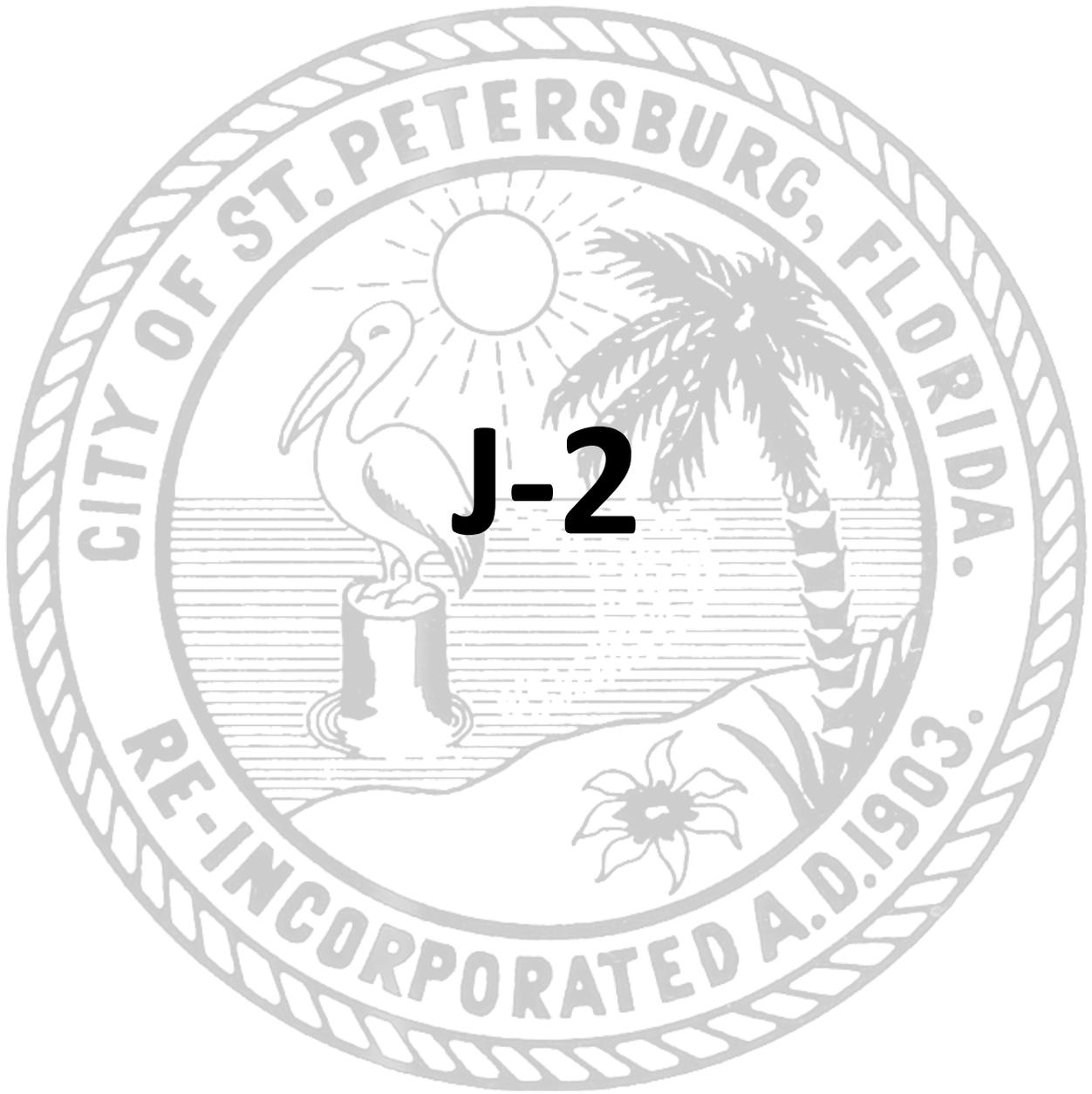
BE IT FURTHER RESOLVED that this Council acknowledges that notice(s) of the lien(s) will be filed by the POD in the office of the City Clerk and may be recorded in the public records of the County.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

DEPARTMENT:

The following page(s) contain the backup material for Agenda Item: Confirming Preliminary Assessment for Building Securing Number SEC 1288
Please scroll down to view the backup material.



J-2

ST. PETERSBURG CITY COUNCIL

MEETING OF: MAY 16, 2024

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Building Securing Number **SEC 1288**

EXPLANATION: Codes Compliance Assistance has secured the attached structures which were found to be unfit or unsafe under Chapter 8 of the St. Petersburg City Code. The interest rate is 8% per annum on the unpaid balance.

SEC:	<u>1288</u>
NUMBER OF STRUCTURES	<u>6</u>
ASSESSABLE AMOUNT:	<u>\$5,268.44</u>

According to the City Code, these assessments constitute a lien on each property. It is recommended that the assessments be confirmed.

COST/FUNDING/ASSESSMENT INFORMATION:

The total assessable amount of **\$5,268.44** will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: _____

COUNCIL ACTION: _____

FOLLOW-UP: _____

AGENDA NO. _____

5/02/24 10:31:54:

**** City of St. Petersburg ****
Special Assessments Division
FINAL ASSESSMENT ROLL
5-16-2024

Page 1

ASSESSMENT NUMBER	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
SEC 1288 08253	DEVMAR SKY ST PETE LLC 360 CENTRAL AVE STE 800	24 31 16 29718 007 0080 FULLER'S SUB BLK 7, LOT 8	1662 BURLINGTON AVE N	578.59
SEC 1288 08254	MOTEN, LORRIN 2822 54TH AVE S LOT 230	31 31 17 36684 000 0380 HARBORDALE SUB LOT 38	2222 5TH ST S	406.47
SEC 1288 08255	DA SILVA, CRISTIANA MONTEAUX LARSON, ARTHUR 10745 BARDES CT	06 32 17 45018 001 0030 JURGEN'S, JOHN BIG BAYOU SUB BLK 1, LOT 3	3820 7TH ST S	2351.10
SEC 1288 08256	GOOD SAMARITAN PROP MAINTENANCE INC 5501 28TH ST N STE 11	26 31 16 49806 000 0010 LAMB, R. M. REPLAT LOT 1	1401 25TH ST S	336.22
SEC 1288 08257	FL INT FUND TRE ATTN: ST PETE REG COMM CNTR TALLAHASSEE FL 323996575	13 30 16 78381 000 0010 ST PETERSBURG-COMMUNITY REGIONAL CENTER TRACT 1	1201 102ND AVE N	348.09
SEC 1288 08258	ROCKET MORTGAGE LLC 1050 WOODWARD AVE INVALID ZIP CODE	27 31 16 87156 001 0030 SUNNY SLOPE SUB BLK A, LOT 3	4100 18TH AVE S	1,247.97

TOTAL NUMBER OF ASSESSMENTS: 6

TOTAL ASSESSMENT AMOUNT: 5,268.44

SAS805R

BUILDING SECURING NUMBER SEC 1288

COST/FUNDING/ASSESSMENT INFORMATION

<u>CATEGORY</u>	<u>AMOUNT TO BE ASSESSED</u>
SECURING COST	\$ 3,480.00
MATERIAL COST	\$ 1,155.75
LEGAL AD	\$ 362.69
ADMIN. FEE	\$ <u>270.00</u>
TOTAL:	\$ 5,268.44

A RESOLUTION ASSESSING THE COSTS OF SECURING LISTED ON SECURING BUILDING NO. 1288 ("SEC 1288") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY UPON WHICH SUCH COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR INTEREST RATE(S) ON UNPAID BALANCES; ACKNOWLEDGING THAT A NOTICE(S) OF LIEN(S) SHALL BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the structures so secured are listed on Securing Building No. 1288 ("SEC 1288"); and

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

WHEREAS, the City Council held a public hearing on May 16, 2024, to hear all persons who wished to be heard concerning this matter.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this Council assesses the costs of securing listed on Securing Building No. 1288 ("SEC 1288") as liens against the respective real property upon which the costs were incurred and that pursuant to Section 8-270 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes.

BE IT FURTHER RESOLVED that the unpaid balance of the principal amount of any liens against the respective real property listed on SEC 1288 shall bear interest at the rate of (i) 8% per annum beginning 30 days after the effective date of this Resolution and (ii) 12% per annum beginning one year after the effective date of this Resolution.

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

This Resolution shall become effective immediately upon its adoption.

LEGAL:

DEPARTMENT:

The following page(s) contain the backup material for Agenda Item: Transfer of Neighborhood Stabilization Program (NSP) Lots to the Affordable Lot Disposition Program
Please scroll down to view the backup material.



J-3



MEMORANDUM

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

FROM: Joe Waugh, Codes Compliance Assistance Director *JW*

DATE: Meeting of May 16, 2024

SUBJECT: Public Hearing for the Transfer of Neighborhood Stabilization Program (NSP) Lots to the Affordable Lot Disposition Program

In April 2018, City Council approved a resolution to dispose of foreclosure properties through the process set forth in the Foreclosure Properties Disposition Policy. The current disposition policy permits the City to offer lots to approved developers for the construction of a single-family residence to be sold at an affordable price to a qualified homebuyer whose income has been verified by the City to be at or below 120% AMI (as defined in City Code Chapter 17.5-97) (“Qualified Homebuyer”).

To date there have been Thirty-Nine (39) affordable, single-family residences completed, Ten (10) with active permits for development and One (1) with permits in process.

Neighborhood Stabilization Program (NSP) Properties:

Staff is respectfully requesting City Council approve the attached resolution authorizing the transfer of the thirty-two (32) NSP lots listed in the resolution be approved for the Lot Disposition Program.

Reviewed and approved by:

Administration: *Al Foster*

Budget: N/A

Legal: N/A

NO. 2024-_____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO TRANSFER THE NSP PROPERTIES (AS DEFINED HEREIN) INTO THE LOT DISPOSITION PROGRAM; AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 19, 2018, the Community Redevelopment Agency of the City of St. Petersburg, Florida (the “Agency”) and City Council approved the Foreclosure Property Disposition Policy, (Resolution No. 2018-211), which was later renamed as the Foreclosure Lot Disposition Policy (Resolution No. 2021-173) (“Lot Disposition Program”); and

WHEREAS, the Lot Disposition Program allows for the disposition of City owned foreclosure and surplus properties to specific purchasers, under certain conditions and subject to specific terms, as rapidly as feasible as is in the public interest, while still being consistent with the South St. Petersburg Community Redevelopment Plan (“Plan”); and

WHEREAS, the Lot Disposition Program contains a sufficient process for the consideration of all specific proposals for City owned foreclosure and surplus property dispositions and of the entities or individuals that make such proposals; and

WHEREAS, the Lot Disposition Program contains conditions of sale, covenants and restrictions to be recorded, and obligations to be assumed by the purchaser and/or lessee that further the goals of the Plan; and

WHEREAS, the City acquired the following foreclosed properties (collectively, “NSP Properties”) under the Housing and Urban Development Neighborhood Stabilization Program (“NSP”):

- 500 26th Ave S
- 633 Newton Ave S
- 726 30th Ave S
- 1401 11th St S
- 1405 40th St S
- 1411 James Ave S
- 1416 14th St S
- 1500 14th St S
- 1514 14th St S
- 1651 39th St S
- 1715 30th St S
- 1830 19th St S
- 1845 47th St S

- 1920 27th St S
- 2037 Upton Ct S
- 2045 Upton Ct. S
- 2044 Seminole Blvd S
- 2129 16th Ave S
- 2223 36th St S
- 2312 28th St S
- 2501 10th Ave S
- 2550 15th Ave N
- 2568 14th Ave S
- 2934 Freemont Terr S
- 2943 Freemont Terr S
- 3057 Melrose Ave S
- 3426 3rd Ave S
- 4216 14th Ave S
- 4543 Emerson Ave S
- 4633 9th Ave S
- 4800 18th Ave S
- 4800 16th Ave S

WHEREAS, Administration wishes to transfer the NSP Properties into the Lot Disposition Program for the construction and sale of single family homes; and

WHEREAS, each resolution that authorized the acquisition of an NSP property also authorized the sale of the property to an NSP eligible homeowner, as required by the Housing and Economic Recovery Act of 2008, and additionally authorized Administration to execute all documents necessary to effectuate the same; and

WHEREAS, any homes that are built on NSP Properties through the Lot Disposition Program will be sold only to NSP eligible homeowners and in compliance with applicable Florida Statutes and with NSP regulations; and

WHEREAS, the disposition of the NSP Properties through the Lot Disposition Program, at less than fair market value, is consistent with the Plan objectives, as it enables the ongoing implementation of the Plan by increasing the supply of affordable housing within the South St. Petersburg Community Redevelopment Area (“CRA”), which in turn benefits the residents of the CRA; and

WHEREAS, the long-term benefits to be achieved for the CRA outweigh any short-term losses or costs for the disposal of the NSP Properties through the Lot Disposition Program; and

WHEREAS, provisions in the Lot Disposition Program that concern property usage are consistent with the Plan, the NSP, and the Florida Community Redevelopment Act of 1969 (Chapter 163, Part III) (the “Act”) including, but not limited to Florida Statutes §163.370, §163.380, and §163.387, including the notice provisions set forth therein, insofar as it is intended

that the dispositions effectuated under this Resolution are authorized by the Act, will prevent the creation or spread of future slums or blighted areas, and will carry out the purposes of the Act; and

WHEREAS, placing the NSP Properties into the Lot Disposition Program will serve to accomplish the goals of the NSP and the Lot Disposition Program; and

WHEREAS, in compliance with applicable Florida Statutes, a notice of intent was advertised on March 13, 2024, and no alternative proposals were received; and

WHEREAS, a public hearing, in compliance with relevant Florida Statutes, was held on May 2, 2024; and

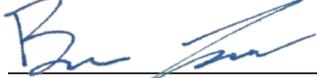
WHEREAS, City Council, sitting as the Community Redevelopment Agency of the City of St. Petersburg, has found that the disposition of the NSP Properties through the Lot Disposition Program is consistent with the Plan and Florida statutes and that the disposition of such properties at the amounts and terms set forth in the Lot Disposition Program is at a value that is in the public interest.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his Designee is authorized to transfer the NSP Properties (as defined herein) into the Lot Disposition Program.

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

This Resolution becomes effective immediately upon its adoption.

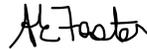
LEGAL:



City Attorney (Designee)

00726508

APPROVED BY:

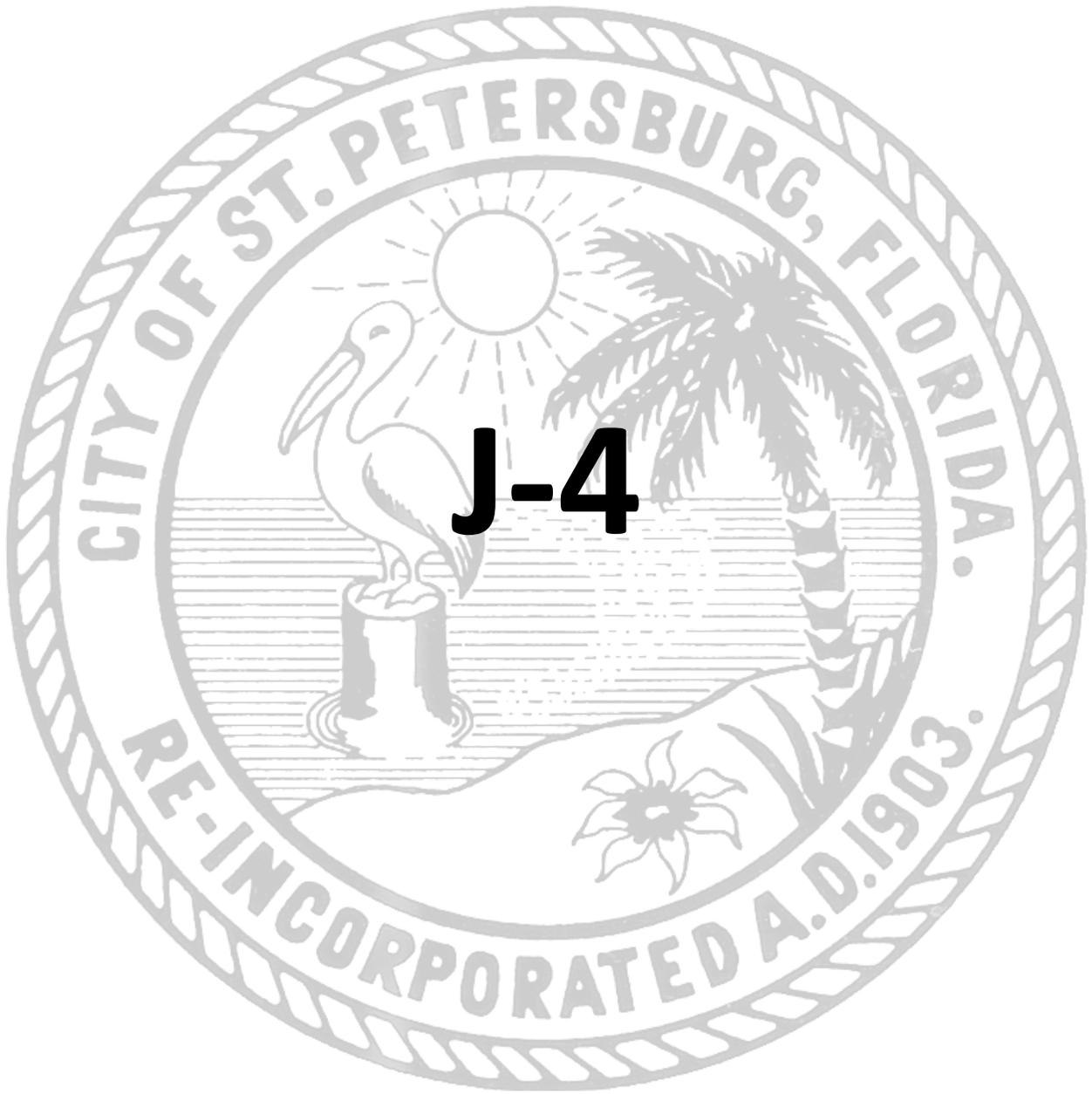


Amy Foster, Administrator

Housing and Neighborhood Services

The following page(s) contain the backup material for Agenda Item: Ordinance 578-H, An Ordinance in accordance with Section 1.02(c)(5)B., St. Petersburg City Charter, authorizing the Public Transportation Grant Agreement (PTGA) and the Assurances (Grant Assurances) which are attached to the PTGA, to be executed by the City, as a requirement for receipt of the Florida Department of Transportation (FDOT) Grant for Security Gate Access Control and Security Camera System Updates at the Albert Whitted Airport; authorizing such encumbrances or restrictions not to exceed 20 years from the effective date of the PTGA; authorizing the Mayor or his designee to accept the Grant in the amount of \$105,600; authorizing the Mayor or his designee to execute all documents necessary to effectuate this Ordinance; providing an effective date; and providing for expiration.

Please scroll down to view the backup material.



J-4

MEMORANDUM
CITY OF ST. PETERSBURG
City Council Meeting of May 16, 2024

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

FROM: Chris Ballestra, Director, Enterprise Facilities Department

SUBJECT: An Ordinance in accordance with Section 1.02(c)(5)B., St. Petersburg City Charter, authorizing the Public Transportation Grant Agreement (“PTGA”) and the Assurances (“Grant Assurances”) which are attached to the PTGA, to be executed by the City, as a requirement for receipt of the Florida Department of Transportation (“FDOT”) Grant for Security Gate Access Control and Security Camera System Updates at the Albert Whitted Airport; authorizing such encumbrances or restrictions not to exceed 20 years from the effective date of the PTGA; authorizing the Mayor or his designee to accept the Grant in the amount of \$105,600; authorizing the Mayor or his designee to execute all documents necessary to effectuate this Ordinance; providing an effective date; and providing for expiration.

EXPLANATION: Ordinance 617-G was passed by City Council on September 18, 2003 and approved by the voters in a referendum held on November 4, 2003. Ordinance 617-G amended the City Charter by adding Section 1.02(c)(5)B which authorizes City Council, by ordinance (“Ordinance”), after a public hearing, to permit the recording of encumbrances on Albert Whitted Airport as follows:

Encumbrances or restrictions of up to twenty years for that property or portions of that property generally known as Albert Whitted Airport which would restrict the use of that property, or portions of that property, to airport uses each time such a restriction is executed. The Albert Whitted property is generally described as:

All of Block 1, Albert Whitted Airport Second Replat and Additions as recorded in Plat Book 112 Pages 23 and 24, Public Records of Pinellas County, Florida

The Florida Department of Transportation (“FDOT”) has offered the City a grant (“Grant”) in the amount of \$105,600 to be used toward the purchase and installation of a vehicle gate access control and camera system at the Albert Whitted Airport. The grant provides eighty percent (80%) of the eligible costs for this project. The Airport will provide the remaining twenty percent (20%) match of \$26,400 for a total project budget of \$132,000. This project was originally submitted and approved through the FY24 CIP Budget process.

Project Funding Summary

FDOT (80)%	\$105,600
City (20)%	<u>\$ 26,400</u>

Total \$132,000

The Airport's current vehicle gate access system is decentralized, and the equipment is becoming obsolete. Because it is decentralized it has been difficult to track and control access media once issued. In addition, while there are some cameras on the airport, the coverage is limited, and the equipment is also becoming old and obsolete. The general scope of this project includes the replacement of the existing vehicle gate access readers, with new readers and a centralized access control system. The project will also include the replacement of the existing security cameras and adding new ones at other strategic locations. The goal is to have all the new equipment communicate and controlled through a centralized system. This project will be coordinated and installed through the City's Technology Services Department.

Acceptance of the Grant requires the City to execute a Public Transportation Grant Agreement ("PTGA") which includes certain grant assurances, which inter alia require that the City will use the project facilities and equipment, paid for with grant funding provided by the PTGa, to provide or support public transportation and maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment, not to exceed 20 years from the effective date of the PTGA.

Each Ordinance may only address one encumbrance and requires the affirmative vote of six Council Members for adoption.

A first reading of the Ordinance was held on May 2, 2024.

RECOMMENDATION: Administration recommends adoption of the attached Ordinance in accordance with Section 1.02(c)(5)B., St. Petersburg City Charter, authorizing the Public Transportation Grant Agreement ("PTGA") and the Assurances ("Grant Assurances") which are attached to the PTGA, to be executed by the City, as a requirement for receipt of the Florida Department of Transportation ("FDOT") Grant for Security Gate Access Control and Security Camera System Updates at the Albert Whitted Airport; authorizing such encumbrances or restrictions not to exceed 20 years from the effective date of the PTGA; authorizing the Mayor or his designee to accept the Grant in the amount of \$105,600; authorizing the Mayor or his designee to execute all documents necessary to effectuate this Ordinance; providing an effective date; and providing for expiration.

COST/FUNDING/ASSESSMENT INFORMATION: Revenue in the amount of \$105,600 will be received from the grantor. Funding has been previously appropriated in the Airport Capital Improvement Fund (4033), Upgrade Access Control Security System Project (19810).

Approvals:

Administration:  Budget: 

ORDINANCE NO. _____

AN ORDINANCE IN ACCORDANCE WITH SECTION 1.02(C)(5)B., ST. PETERSBURG CITY CHARTER, AUTHORIZING THE PUBLIC TRANSPORTATION GRANT AGREEMENT (“PTGA”) AND THE ASSURANCES (“GRANT ASSURANCES”) WHICH ARE ATTACHED TO THE PTGA, TO BE EXECUTED BY THE CITY, AS A REQUIREMENT FOR RECEIPT OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (“FDOT”) GRANT FOR SECURITY GATE ACCESS CONTROL AND SECURITY CAMERA SYSTEM UPGRADES AT THE ALBERT WHITTED AIRPORT; AUTHORIZING SUCH ENCUMBRANCES OR RESTRICTIONS NOT TO EXCEED 20 YEARS FROM THE EFFECTIVE DATE OF THE PTGA; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT THE GRANT IN THE AMOUNT OF \$105,600; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS ORDINANCE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR EXPIRATION.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION ONE. Albert Whitted Airport (“Airport”) is described in the City of St. Petersburg, Florida, City Charter, Section 1.02(c)(5) B. as: All of Block 1, Albert Whitted Airport Second Replat and Additions as recorded in Plat Book 112 Pages 23 and 24, Public Records of Pinellas County, Florida.

SECTION TWO. The Florida Department of Transportation (“FDOT”) has offered the City a grant in the amount of \$105,600 (“Grant”). The Grant is to be used to replace and upgrade the vehicle gate access control and security camera system at the Airport. The Grant provides eighty percent (80%) of the funding for the eligible project costs, with the City providing the remaining twenty percent (20%) match of \$26,400.

SECTION THREE. As a requirement for receipt of the Grant for the projects described in Section Two of this ordinance, the grant documents require that the City will not sell, lease, encumber or otherwise transfer or dispose of any part of the City’s right, title or other interests in the Airport, nor cause or permit any activity or action on the Airport which would interfere with its use for airport purposes for a period not to exceed 20 years from the date of

acceptance of the Grant. Such restrictions and encumbrances on the Airport are hereby authorized as required by the City Charter.

SECTION FOUR. The Mayor or his designee is authorized to accept a grant from the FDOT in the amount of \$105,600.

SECTION FIVE. The Mayor or his designee is authorized to execute all documents necessary to effectuate this ordinance.

SECTION SIX. Severability. The provisions of this ordinance shall be deemed to be severable. If any portion of this ordinance is deemed unconstitutional, it shall not affect the constitutionality of any other portion of this ordinance.

SECTION SEVEN. Compliance with § 166.041(4), Florida Statutes. This ordinance is required for compliance with state law or regulation and required to implement a contract or agreement. Therefore, a business impact estimate was not required and was not prepared for this ordinance.

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

SECTION NINE. Expiration. In the event the FDOT fails to award the Grant set forth in Section Two, above, within one year of the effective date of this ordinance, this ordinance shall expire.

LEGAL:

Isabella Sabel

00739773

DEPARTMENT:

James A. [Signature]

The following page(s) contain the backup material for Agenda Item: Ordinance 579-H, An Ordinance in accordance with Section 1.02(c)(5)B., St. Petersburg City Charter, authorizing the execution of the restrictions and assurances, regarding airport availability, set forth in Grant Documents for the design phase of the Rehab Airfield Vault Project for Albert Whitted Airport (19235) in order to receive a Federal Aviation Administration grant in an amount not to exceed \$173,164; authorizing the Mayor or his designee to apply for and accept the Grant in an amount not to exceed \$173,164; authorizing the Mayor or his designee to execute all documents necessary to effectuate this Ordinance; providing an effective date; and providing for expiration. Please scroll down to view the backup material.



J-5

**MEMORANDUM
CITY OF ST. PETERSBURG**

City Council Meeting of May 16, 2024

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

FROM: Chris Ballestra, Director, Enterprise Facilities Department

SUBJECT: An Ordinance in accordance with Section 1.02(c)(5)B., St. Petersburg City Charter, authorizing the execution of the restrictions and assurances, regarding airport availability, set forth in Grant Documents for the design phase of the Rehab Airfield Vault Project for Albert Whitted Airport (19235) in order to receive a Federal Aviation Administration grant in an amount not to exceed \$173,164; authorizing the Mayor or his designee to apply for and accept the Grant in an amount not to exceed \$173,164; authorizing the Mayor or his designee to execute all documents necessary to effectuate this Ordinance; providing an effective date; and providing for expiration;

EXPLANATION: Ordinance 617-G was passed by City Council on September 18, 2003 and approved by the voters in a referendum held on November 4, 2003. Ordinance 617-G authorized City Council, by ordinance (“Ordinance”), after a public hearing, to permit the recording of encumbrances on Albert Whitted Airport as follows:

Encumbrances or restrictions of up to twenty years for that property or portions of that property generally known as Albert Whitted Airport which would restrict the use of that property, or portions of that property, to airport uses each time such a restriction is executed. The Albert Whitted property is generally described as:

All of Block 1, Albert Whitted Airport Second Replat and Additions as recorded in Plat Book 112 Pages 23 and 24, Public Records of Pinellas County, Florida

The funding secured through this ordinance is intended for the Federal Aviation Administration’s (“FAA”) participation in the completion of the design phase of the Rehab Airfield Vault Project (19235). The general scope of this project includes adding an emergency generator to the airfield vault and the upgrade and replacement of wiring, wiring chases, regulators and other pieces of equipment that is old and worn. Work also includes other structural and building system (i.e. electrical, HVAC, etc.) improvements to further

protect and harden the vault building and equipment, and any necessary civil changes to address surface drainage.

The FAA funding will provide up to ninety percent (90%) of the eligible project costs with the remaining match funding coming through Airport Capital Funds (4033) previously allocated for this project.

Acceptance of any grants requires the City to meet certain grant assurances, including a 20-year commitment to keep the Albert Whitted Airport property as an operating airport.

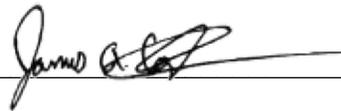
Each ordinance may only address one encumbrance and requires the affirmative vote of six Council Members for adoption.

A first reading of this ordinance was held on May 2, 2024.

RECOMMENDATION: Administration recommends approval of the attached Ordinance in accordance with Section 1.02(c)(5)B., St. Petersburg City Charter, authorizing the execution of the restrictions and assurances, regarding airport availability, set forth in Grant Documents for the design phase of the Rehab Airfield Vault Project for Albert Whitted Airport (19235) in order to receive a Federal Aviation Administration grant in an amount not to exceed \$173,164; authorizing the Mayor or his designee to apply for and accept the Grant in an amount not to exceed \$173,164; authorizing the Mayor or his designee to execute all documents necessary to effectuate this Ordinance; providing an effective date; and providing for expiration;

COST/FUNDING/ASSESSMENT INFORMATION: Revenues of up to \$173,164 are to be received from the Federal Aviation Administration (FAA) and deposited into the Airport Capital Projects Fund (4033). These funds will be used to cover up to ninety percent (90%) of the cost of the design phase of the Rehab Airfield Vault Project (19235). City funds to cover one hundred percent (100%) of the cost of this project have been previously appropriated in the General Capital Improvement Fund (3001) and Airport Capital Projects Fund (4033), Rehab Airfield Vault Project (19235).

Approvals:

Administration:  Budget: 

ORDINANCE NO. _____

AN ORDINANCE IN ACCORDANCE WITH SECTION 1.02(C)(5)B., ST. PETERSBURG CITY CHARTER, AUTHORIZING THE EXECUTION OF THE RESTRICTIONS AND ASSURANCES, REGARDING AIRPORT AVAILABILITY, SET FORTH IN GRANT DOCUMENTS FOR THE DESIGN PHASE OF THE REHAB AIRFIELD VAULT PROJECT FOR THE ALBERT WHITTED AIRPORT (19235) IN ORDER TO RECEIVE A FEDERAL AVIATION ADMINISTRATION GRANT IN AN AMOUNT NOT TO EXCEED \$173,164; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO APPLY FOR AND ACCEPT THE GRANT IN AN AMOUNT NOT TO EXCEED \$173,164; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS ORDINANCE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR EXPIRATION.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION ONE. Albert Whitted Airport (“Airport”) is described in the City of St. Petersburg, Florida, City Charter, Section 1.02(c)(5)B. as: All of Block 1, Albert Whitted Airport Second Replat and Additions as recorded in Plat Book 112 Pages 23 and 24, Public Records of Pinellas County, Florida.

SECTION TWO. The Federal Aviation Administration (“FAA”) has indicated funding will be available to provide up to a ninety percent (90%) federal match of the federally eligible costs for the design phase of the Rehab Airfield Vault project (19235).

SECTION THREE. As required for receipt of the FAA grant in an amount not to exceed \$173,164 for the project described in Section Two of this ordinance, the restrictions contained in FAA grant documents require that the City will not sell, lease, encumber or otherwise transfer or dispose of any part of the City’s right, title or other interests in the Airport, nor cause or permit any activity or action on the Airport which would interfere with its use for airport purposes for a period not to exceed 20 years from the date of acceptance of the grant. Such restrictions and encumbrances on the Airport as required by the grant documents are hereby authorized as required by the City Charter.

SECTION FOUR. The Mayor or his designee is authorized to apply for and accept a grant from the FAA in an amount not to exceed \$173,164.

SECTION FIVE. The Mayor or his designee is authorized to execute all documents necessary to effectuate this ordinance.

SECTION SIX. Severability. The provisions of this ordinance shall be deemed to be severable. If any portion of this ordinance is deemed unconstitutional, it shall not affect the constitutionality of any other portion of this ordinance.

SECTION SEVEN. Compliance with § 166.041(4), Florida Statutes. This ordinance is required for compliance with federal or state law or regulation and required to implement a contract or agreement. Therefore, a business impact estimate was not required and was not prepared for this ordinance.

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

SECTION NINE. Expiration. In the event the FAA fails to award the grant set forth in Section Two, above, within one year of the effective date of this ordinance, this ordinance shall expire.

Legal: Isabella Sabel
00739775

Administration: James A. [Signature]

The following page(s) contain the backup material for Agenda Item: Ordinance 581-H, An Ordinance providing for the sales, service, dispensing, possession, and/or consumption of alcoholic beverages in a portion of Azalea Park for an event to be held on September 24, 2024; and providing an effective date.

Please scroll down to view the backup material.



J-6

Ordinance No. _____

AN ORDINANCE PROVIDING FOR THE SALES, SERVICE, DISPENSING, POSSESSION, AND/OR CONSUMPTION OF ALCOHOLIC BEVERAGES IN A PORTION OF AZALEA PARK FOR AN EVENT TO BE HELD ON SEPTEMBER 24, 2024; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. Notwithstanding any other ordinance of the City of St. Petersburg, the sales, dispensing, possession, and/or consumption of alcoholic beverages are permissible in a portion of Azalea Park (“Event Area”) for an event known as “West St. Pete CommUNITY Picnic” which is to take place on September 28, 2024.

SECTION 2. The sales, dispensing, possession, and/or consumption of alcoholic beverages pursuant to Section 1 hereof are only allowed in the Event Area in conjunction with the West St. Pete CommUNITY Picnic event if a park permit has been issued pursuant to Section 21-31 of the St. Petersburg City Code as provided in this Ordinance.

SECTION 3. As part of the park permit issued pursuant to Section 21-31 of the St. Petersburg City Code, the Mayor or his designee shall delineate the boundaries of the Event Area and may impose reasonable conditions and restrictions concerning the West St. Pete CommUNITY Picnic event, including but not limited to conditions and restrictions concerning the sales, dispensing, possession, and/or consumption of alcoholic beverages.

SECTION 4. Section 21-31(e)(11) of the St. Petersburg City, which states that “sale or consumption [of alcoholic beverages during the activity for which an application seeks a park permit] shall only be permitted in accordance with this chapter” does not apply to a park permit issued pursuant to Section 21-31 of the St. Petersburg City Code for the West St. Pete CommUNITY Picnic event which is to be held on September 28, 2024, in a portion of Azalea Park.

SECTION 5. Any other sections of the St. Petersburg City Code that could be interpreted to prohibit the sales, dispensing, possession, and/or consumption of alcoholic beverages within the Event Area for the West St. Pete CommUNITY Picnic event being held on September 24, 2024 do not apply.

SECTION 6. A condition of any park permit issued pursuant to this Ordinance shall be that the permittee comply with all applicable laws in effect at the time of the West St. Pete CommUNITY Picnic event.

SECTION 7. In the event 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.

Section 8. 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.

Approved as to form and content:

City Attorney (designee)

00740421

**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 PROVIDING FOR THE SALES,
SERVICE, DISPENSING, POSSESSION,
AND/OR CONSUMPTION OF ALCOHOLIC
BEVERAGES IN A PORTION OF AZALEA
PARK FOR AN EVENT TO BE HELD ON
SEPTEMBER 24, 2024; 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):

The ordinance is being enacted to allow sales, dispensing, possession, and/or consumption of alcoholic beverages in a portion of Azalea Park for an event scheduled to take place on September 24. The ordinance applies only to the date of the event and in a specific area of the park. Alcohol is not permitted in Azalea Park without approval through an ordinance by the St. Petersburg City Council.

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;

None – the ordinance is for an event taking place on parkland and is being produced by the Council of Neighborhood Associations of South Pinellas County, Inc., a Florida non-profit organization.

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

None.

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

None.

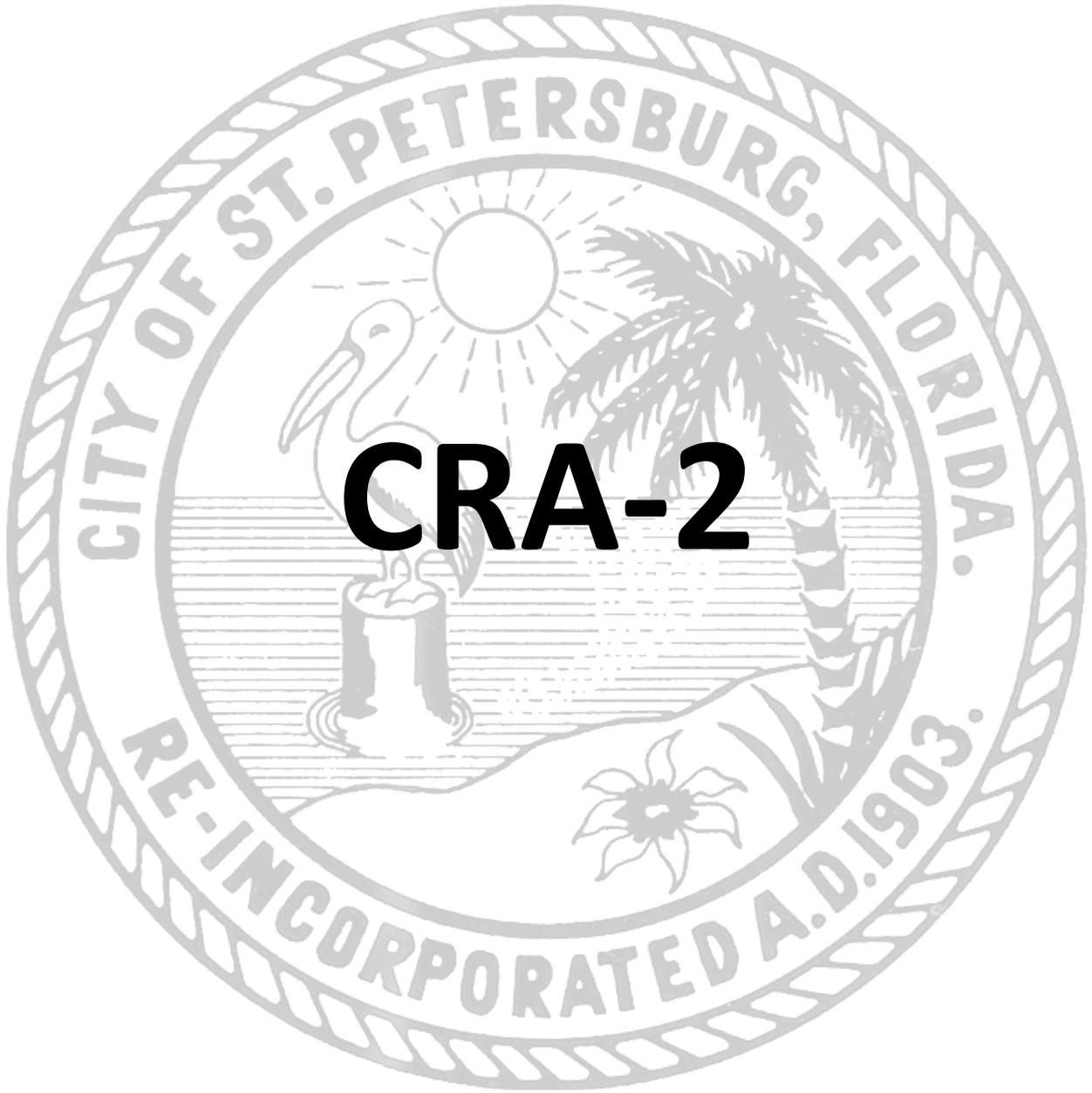
3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None.

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

None. Ordinances of this nature have been passed by the city council numerous times over many years.

The following page(s) contain the backup material for Agenda Item: Transfer of Neighborhood Stabilization Program (NSP) Lots to the Affordable Lot Disposition Program
Please scroll down to view the backup material.



CRA-2



MEMORANDUM

TO: The Community Redevelopment Agency of the City of St. Petersburg

FROM: Joe Waugh, Codes Compliance Assistance Director *JW*

DATE: Meeting of May 16, 2024

SUBJECT: Public Hearing for the Transfer of Neighborhood Stabilization Program (NSP) Lots to the Affordable Lot Disposition Program

In April 2018, City Council approved a resolution to dispose of foreclosure properties through the process set forth in the Foreclosure Properties Disposition Policy. The current disposition policy permits the City to offer lots to approved developers for the construction of a single-family residence to be sold at an affordable price to a qualified homebuyer whose income has been verified by the City to be at or below 120% AMI (as defined in City Code Chapter 17.5-97) (“Qualified Homebuyer”).

To date there have been Thirty-Nine (39) affordable, single-family residences completed, Ten (10) with active permits for development and One (1) with permits in process.

Neighborhood Stabilization Program (NSP) Properties:

Staff is respectfully requesting City Council approve the attached resolution authorizing the transfer of the thirty-two (32) NSP lots listed in the resolution be approved for the Lot Disposition Program.

Reviewed and approved by:

Administration: *Al Foster*

Budget: N/A

Legal: N/A

CRA Resolution No. 2024-_____

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ST. PETERSBURG, FLORIDA FINDING THAT THE DISPOSITION OF THE NSP PROPERTIES (AS DEFINED HEREIN) THROUGH THE LOT DISPOSITION PROGRAM IS CONSISTENT WITH THE SOUTH ST. PETERSBURG COMMUNITY REDEVELOPMENT PLAN AND FLORIDA STATUTES AND THAT THE DISPOSITION OF THE NSP PROPERTIES AT THE AMOUNTS AND TERMS SET FORTH IN THE LOT DISPOSITION PROGRAM IS AT A VALUE THAT IS IN THE PUBLIC INTEREST; RECOMMENDING APPROVAL OF THE DISPOSITION OF THE NSP PROPERTIES TO THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE DISPOSITIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the South St. Petersburg Community Redevelopment Area ("CRA") was first established on June 20, 2013, when the City of St. Petersburg City Council approved Resolution No. 2013-247 finding blight in South St. Petersburg pursuant to Florida's Community Redevelopment Act of 1969 (Chapter 163, Part III) ("Act"); and

WHEREAS, on October 8, 2013, the Pinellas County Board of County Commissioners ("BCC") approved the City's findings of blight and directed its staff to collaborate with the City to develop an interlocal agreement defining the framework for the community redevelopment agency (BCC Resolution No. 13-186), and on May 15, 2014, City Council approved the interlocal agreement (Resolution No. 2014-207) and the BCC followed suit on May 20, 2014; and

WHEREAS, at its June 3, 2014 meeting, the BCC delegated certain redevelopment authority to the City, thereby enabling the City to begin preparing the plan (BCC Resolution No. 14-43); and

WHEREAS, the Community Redevelopment Agency of the City of St. Petersburg, Florida ("Agency") assisted in the creation of the South St. Petersburg Community Redevelopment Plan ("Plan"), a multifaceted revitalization effort that embraces both traditional "place-based" economic development strategies customary to redevelopment plans as well as "people-based" strategies that seek to improve the education, workforce readiness and workforce training opportunities for the residents of South St. Petersburg; and

WHEREAS, on April 19, 2018, the Agency and City Council approved the Foreclosure Property Disposition Policy, (Resolution No. 2018-211), which was later renamed as

the Foreclosure Lot Disposition Policy (Resolution No. 2021-173) (“Lot Disposition Program”); and

WHEREAS, the Lot Disposition Program allows for the disposition of City owned foreclosure and surplus properties to specific purchasers, under certain conditions and subject to specific terms, as rapidly as feasible as is in the public interest, while still being consistent with the Plan; and

WHEREAS, the Lot Disposition Program contains a sufficient process for the consideration of all specific proposals for the disposition of City owned foreclosure and surplus properties and of the entities or individuals that make such proposals; and

WHEREAS, the Lot Disposition Program contains conditions of sale, covenants and restrictions to be recorded, and obligations to be assumed by the purchaser and/or lessee that further the goals of the Plan; and

WHEREAS, the City acquired the following foreclosed properties (collectively, “NSP Properties”) under the Housing and Urban Development Neighborhood Stabilization Program (“NSP”) prior to the establishment of the CRA:

- 500 26th Ave S
- 633 Newton Ave S
- 726 30th Ave S
- 1401 11th St S
- 1405 40th St S
- 1411 James Ave S
- 1416 14th St S
- 1500 14th St S
- 1514 14th St S
- 1651 39th St S
- 1715 30th St S
- 1830 19th St S
- 1845 47th St S
- 1920 27th St S
- 2037 Upton Ct S
- 2045 Upton Ct. S
- 2044 Seminole Blvd S
- 2129 16th Ave S
- 2223 36th St S
- 2312 28th St S
- 2501 10th Ave S
- 2550 15th Ave N
- 2568 14th Ave S
- 2934 Freemont Terr S
- 2943 Freemont Terr S
- 3057 Melrose Ave S

- 3426 3rd Ave S
- 4216 14th Ave S
- 4543 Emerson Ave S
- 4633 9th Ave S
- 4800 18th Ave S
- 4800 16th Ave S

WHEREAS, Administration wishes to transfer the NSP Properties into the Lot Disposition Program for the construction and sale of single family homes; and

WHEREAS, each resolution that authorized the acquisition of an NSP property also authorized the sale of the property to an NSP eligible homeowner, as required by the Housing and Economic Recovery Act of 2008, and additionally authorized Administration to execute all documents necessary to effectuate the same; and

WHEREAS, any homes that are built on NSP Properties through the Lot Disposition Program will be sold only to NSP eligible homeowners; and

WHEREAS, disposition of the NSP Properties through the Lot Disposition Program, at less than fair market value, is consistent with the Plan objectives, as it enables the ongoing implementation of the Plan by increasing the supply of affordable housing within the CRA, which in turn benefits the residents of the CRA; and

WHEREAS, the long-term benefits to be achieved for the CRA outweigh any short-term losses or costs for the disposal of the NSP Properties through the Lot Disposition Program; and

WHEREAS, provisions in the Lot Disposition Program that concern property usage are consistent with the Plan, the NSP, and the Act including, but not limited to Florida Statutes §163.370, §163.380, and §163.387, including the notice provisions set forth therein, insofar as it is intended that the dispositions effectuated under this Resolution are authorized by the Act, will prevent the creation or spread of future slums or blighted areas, and will carry out the purposes of the Act; and

NOW THEREFORE, BE IT RESOLVED by the Community Redevelopment Agency of the City of St. Petersburg, Florida that the disposition of the NSP Properties (as defined herein) is consistent with the South St. Petersburg Community Redevelopment Plan and Florida Statutes, that the disposition of the properties at the amounts and terms set forth in the Lot Disposition Program is at a value that is in the public interest.

BE IT FURTHER RESOLVED that following a public hearing, in compliance with relevant Florida statutes, the Community Redevelopment Agency of the City of St. Petersburg, Florida recommends approval of the disposition of the NSP Properties through the Lot Disposition Program to the City Council of the City of St. Petersburg, Florida.

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

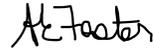
This Resolution becomes effective immediately upon its adoption.

LEGAL:



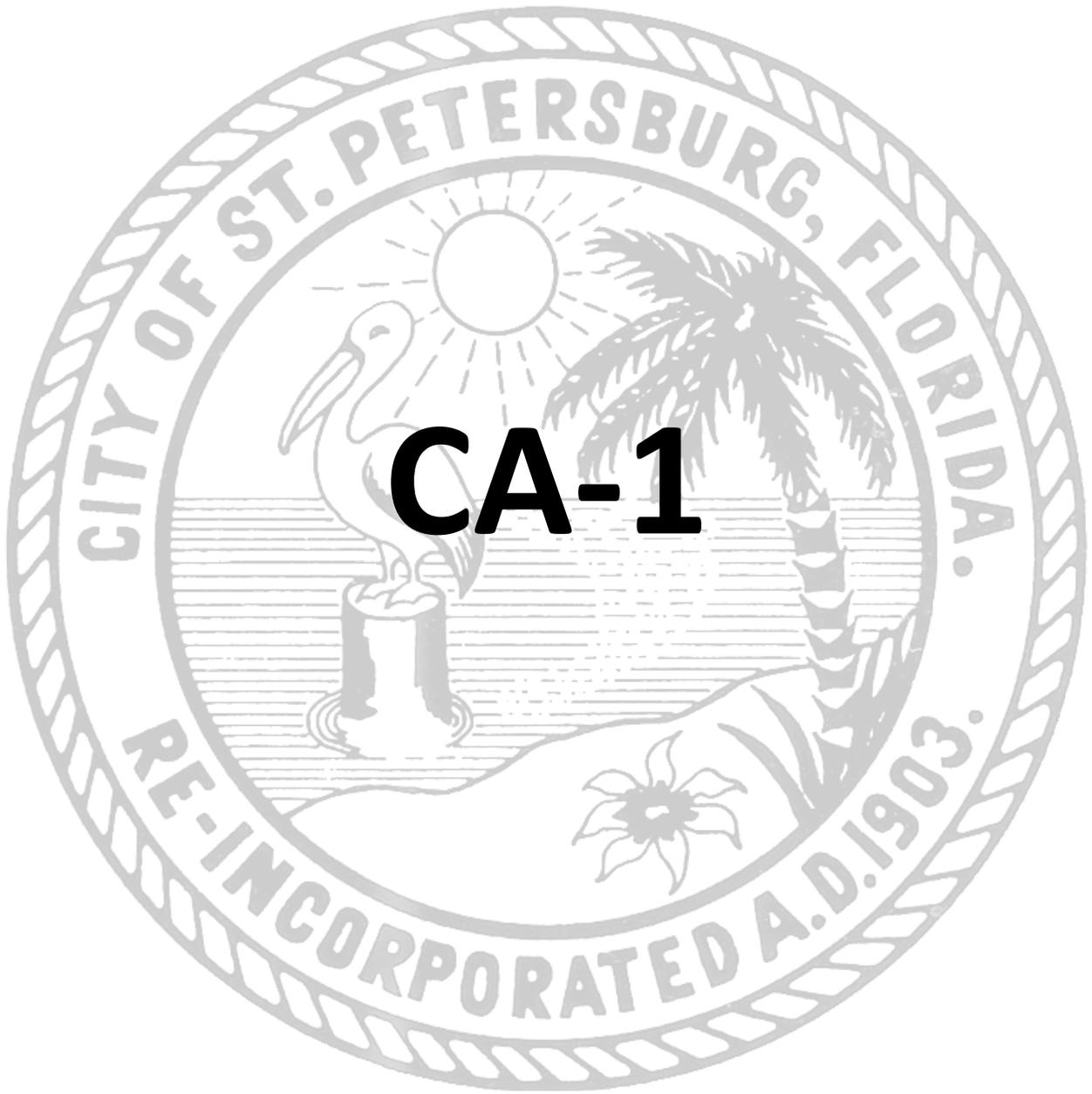
City Attorney (Designee)
00726510

APPROVED BY:



Amy Foster, Administrator
Neighborhood Affairs Administration

The following page(s) contain the backup material for Agenda Item: Approving a five-year blanket purchase agreement with ORBIS Corporation, a sole source supplier, for at-home composting bins, for the Sanitation department, in the amount of \$500,000.
Please scroll down to view the backup material.



CA-1

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of May 16, 2024

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

Subject: Approving a five-year blanket purchase agreement with ORBIS Corporation, a sole source supplier, for at-home composting bins, for the Sanitation department, in the amount of \$500,000.

Explanation: The vendor shall provide at-home composting bins to the Sanitation department to distribute to the residents of the City. This allows residents to create high-quality compost to be used in personal gardens, or community gardens, while removing compostable materials from the solid-waste stream. An estimated 7,500 units will be purchased and distributed over the five-year contract period. Part of the success of the City’s composting program is that the composters are not large in size contributing to space saving measures. The city customers utilize these composters, and the feedback has been extremely positive.

The Procurement and Supply Management Department, in cooperation with the Sanitation Department, recommends for award:

ORBIS Corporation (Oconomowoc, WI).....\$500,000
(\$100,000 per year @ 5 years)

The Procurement and Supply Management Department published an intent to award a sole source notice (SS-24-122) on our sourcing platform for seven days. Vendors were requested to submit a response if they could provide the exact or an equivalent product. No responses were received. This purchase is being made in accordance with Section 2-196 (a) 5 of the Procurement Code, which allows for a sole source procurement to be used for the purchase of supplies, services, or construction when such supply, services or construction is available from only one source and where the compatibility of equipment, accessories, or replacement parts is the paramount consideration.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Sanitation Operating Fund (4021), Sanitation Department, Residential Curbside Recycling Division (450-2275).

Attachments: Resolution

RESOLUTION NO. 2024-____

A RESOLUTION APPROVING THE AWARD OF A FIVE-YEAR AGREEMENT TO ORBIS CORPORATION FOR AT HOME COMPOSTING BINS FOR THE SANITATION DEPARTMENT FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$500,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Administration desires to award a five-year agreement to ORBIS Corporation for at-home composting bins for the Sanitation Department for a total contract amount not to exceed \$500,000; and

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

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

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the award of a five-year agreement to ORBIS Corporation for at-home composting bins for the Sanitation Department for a total contract amount not to exceed \$500,000 is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

LEGAL:


00741300

DEPARTMENT:





Approvals - gcc

Report • Printed on April 22, 2024

Approved

100-34 Compost Bins, Single Family Residences, Consent Agenda

Please see attached consent item for approvals.

▼ Attachments



Consent Agenda

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

▼ Final status: Approved

AF

Step 4: Approved by

Amy E. Foster

4/22/2024 10:06:12 AM

WJ

Step 3: Approved by

Willie J Joseph

4/18/2024 1:29:11 PM

SS

Step 2: Approved by

Stephanie N. Swinson

4/18/2024 11:37:37 AM

LS

Step 1: Approved by

Lance N. Stanford

4/18/2024 11:36:57 AM

SR

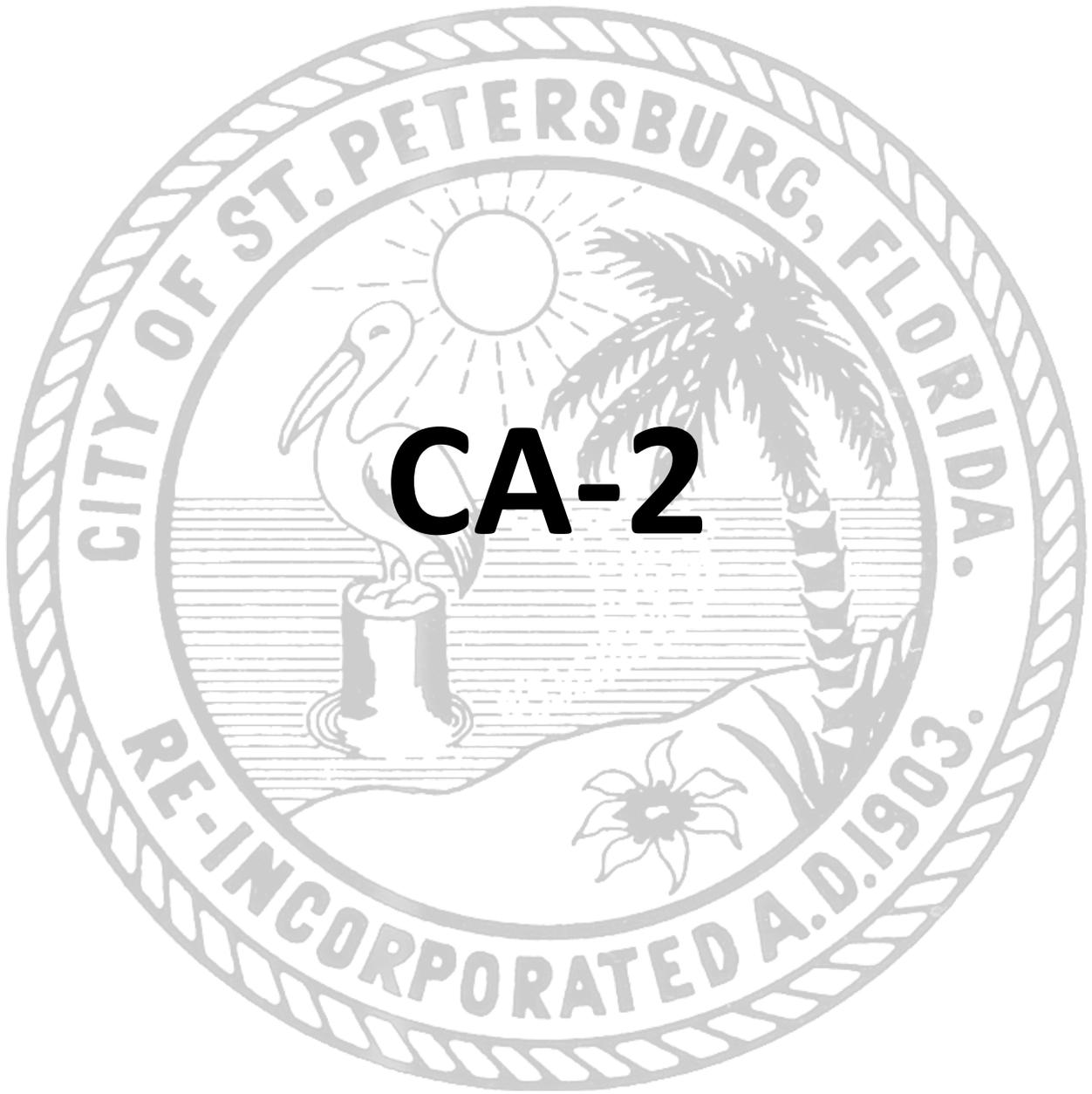
Requested by

Sakha T. Reed

4/18/2024 11:35:58 AM

The following page(s) contain the backup material for Agenda Item: Accepting Statements of Qualifications from Cannida Group, LLC, JAM 520 Inc., Lowes Commercial Painting, POD LLC dba Painters on Demand, Razorback LLC, and Sunstate Coatings Inc. for Painting, Maintenance and Repair Services, for the Enterprise Facilities Department, for a three-year contract amount of \$1,000,000.

Please scroll down to view the backup material.



CA-2

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of May 16, 2024

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

Subject: Accepting Statements of Qualifications from Cannida Group, LLC, JAM 520 Inc., Lowes Commercial Painting, POD LLC dba Painters on Demand, Razorback LLC, and Sunstate Coatings Inc. for Painting, Maintenance and Repair Services, for the Enterprise Facilities Department, for a three-year contract amount of \$1,000,000.

Explanation: On January 30, 2024, the City issued a Request for Qualifications, RFQ-24-040, for Painting, Maintenance and Repair Services. On February 27, 2024, the City received nine Statements of Qualifications (SOQs) from the following vendors:

1. Cannida Group, LLC
2. JAM 520, Inc.
3. Lowes Commercial Painting
4. Nusens USA, Inc.
5. POD dba Painters on Demand
6. Quick Painting Group Corp
7. Razorback, LLC
8. Sunstate Coatings, Inc
9. Vulcan Construction and Metal Works

Evaluations of the proposals were conducted by the following staff:

Robert Sparks, Plant Maintenance Coordinator
David Wirth, Enterprise Facilities Planning Manager
Christopher Weingarten, Capital Projects Coordinator

The Statements of Qualifications were evaluated based on the following criteria:

Experience of the company
City of St. Petersburg SBE Certification
Lead Based Paint Certification

The SOQs were evaluated solely on the evaluation criteria established in the RFQ. The evaluation committee scored the vendors, and the top six vendors are recommended for award.

1. Cannida Group, LLC
2. JAM 520, Inc.
3. Lowes Commercial Painting
4. POD dba Painters on Demand
5. Razorback, LLC
6. Sunstate Coatings, Inc

The Procurement and Supply Management Department, in cooperation with the Enterprise Facilities Department, recommends:

Painting, Maintenance, and Repair Service.....\$1,000,000

All six firms will provide interior and exterior painting, exterior pressure washing, water proofing, caulking, and sealant of City facilities, on an as-needed basis.

Blanket purchase agreements will be issued to each vendor, effective for three-years and will be binding only for actual services rendered. The agreements will have one, two-year renewal options.

Cost/Funding/Assessment Information: Funds have been previously appropriated in Water Resources Fund (4001), Water Resources Department (420), various divisions, Recreation & Culture Capital Fund (3029), various projects, Water Resources Capital Projects Fund (4003), various projects, the General Fund (0001), Parks and Recreation Department (190), various divisions, Stormwater, Pavement and Traffic Operations Department, Traffic Administration Division (400-1257), South St Petersburg Redevelopment District Fund (1104), Economic and Workforce Development Department, Economic and Workforce Development Division (375-2609) and the City Facilities Capital Improvement Fund (3031), various projects.

Attachments: Technical Evaluation (1 page)
Resolution

Technical Evaluation
RFQ-24-040: Painting, Maintenance and Repair Services

Evaluated Vendors

1. Cannida Group, LLC
2. JAM 520, Inc.
3. Lowes Commercial Painting
4. Nusens USA, Inc.
5. POD dba Painters on Demand
6. Quick Painting Group Corp
7. Razorback, LLC
8. Sunstate Coatings, Inc
9. Vulcan Construction and Metal Works

Evaluation Criteria

The SOQs were evaluated and scored based on the following criteria:

Experience	70 possible points
City of St. Petersburg SBE Certified	15 possible points
Lead Based Paint Certified	15 possible points

Tabulation of Scores

The evaluation committee scored the firms and the aggregate scores for the nine firms based on a possible total of 100 points were as follows:

Company	Score	Rank
Razorback, LLC	95.33	1
Sunstate Coatings, Inc	82.67	2
Lowes Commercial Painting	72.67	3
Cannida Group, LLC	64	4
JAM 520, Inc.	63	5
POD dba Painters on Demand	60.67	6
Quick Painting Group Corp	49	7
Nusens USA, Inc.	49	8
Vulcan Construction and Metal Works	42	9

The top six vendors have met the requirements for RFQ-24-040 and were determined to be the most qualified firms, taking into consideration their experience of providing these services and the evaluation criteria set forth in the RFQ.

RESOLUTION NO. 2024-____

A RESOLUTION ACKNOWLEDGING THE SELECTION OF (1) CANNIDA GROUP LLC, (2) JAM 5:20, INC., (3) L&T BROTHERS, INC. DBA LOWES COMMERCIAL PAINTING (4) POD, LLC DBA PAINTERS ON DEMAND, (5) RAZORBACK LLC, AND (6) SUNSTATE COATINGS, INC (COLLECTIVELY, "VENDORS") AS THE MOST QUALIFIED VENDORS TO PROVIDE PAINTING, MAINTENANCE, AND REPAIR SERVICES FOR THE ENTERPRISE FACILITIES DEPARTMENT; APPROVING THREE-YEAR BLANKET PURCHASE AGREEMENTS WITH TWO-YEAR RENEWAL OPTIONS TO THE VENDORS FOR A TOTAL COMBINED CONTRACT AMOUNT NOT TO EXCEED \$1,000,000 FOR THE INITIAL TERM; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE.

WHEREAS, on January 30, 2024, the City issued Request for Qualifications ("RFQ") No. 24-040 for painting, maintenance, and repair services; and

WHEREAS, the City received nine (9) statements of qualifications ("SOQs") in response to the RFQ; and

WHEREAS, the selection committee (Robert Sparks, David Wirth, Christopher Weingarten) met to evaluate the statements of qualifications based on the criteria established in the RFQ; and

WHEREAS, based on those evaluations, the selection committee recommended the top six vendors for award: (1) Cannida Group LLC, (2) JAM 5:20, Inc.; (3) L&T Brothers, Inc. dba Lowes Commercial Painting, (4) POD, LLC dba Painters on Demand, (5) Razorback LLC, and (6) Sunstate Coatings, Inc; and

WHEREAS, the Procurement and Supply Management, in cooperation with the Enterprise Facilities 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 selection of (1) Cannida Group LLC, (2) JAM 5:20, Inc.; (3) L&T Brothers, Inc. dba Lowes Commercial Painting, (4) POD, LLC dba Painters on Demand, (5) Razorback LLC, and (6) Sunstate Coatings, Inc (collectively, "Vendors") as the most qualified to vendors provide painting, maintenance, and repair services is hereby acknowledged.

BE IT FURTHER RESOLVED that three-year blanket purchase agreements with two-year renewal options with the Vendors for a total combined contract amount not to exceed \$1,000,000 for the initial term is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

LEGAL:



00742248

DEPARTMENT:





Approvals - gcc

Report • Printed on April 23, 2024

Approved

910-52 Painting, Maintenance and Repair Services (Including Caulking), May 16, 2024 (TLA)

The attached consent write up and tech eval is ready for review and approvals. thank you.

▼ Attachments

 **Tech Eval**
<https://stpete1.sharepoint.com/:w:/s/Team-TS-I>

 **Consent Write-up**
<https://stpete1.sharepoint.com/:w:/s/Team-TS-I>

▼ Final status: Approved

- 

Step 4: Approved by

James A. Corbett 4/23/2024 3:55:05 PM
- 

Step 3: 1 of 2 recipients approved >

Carol A. Everson, Chris E. Ballestra
- 

Step 2: Approved by

Stephanie N. Swinson 4/23/2024 9:26:43 AM
- 

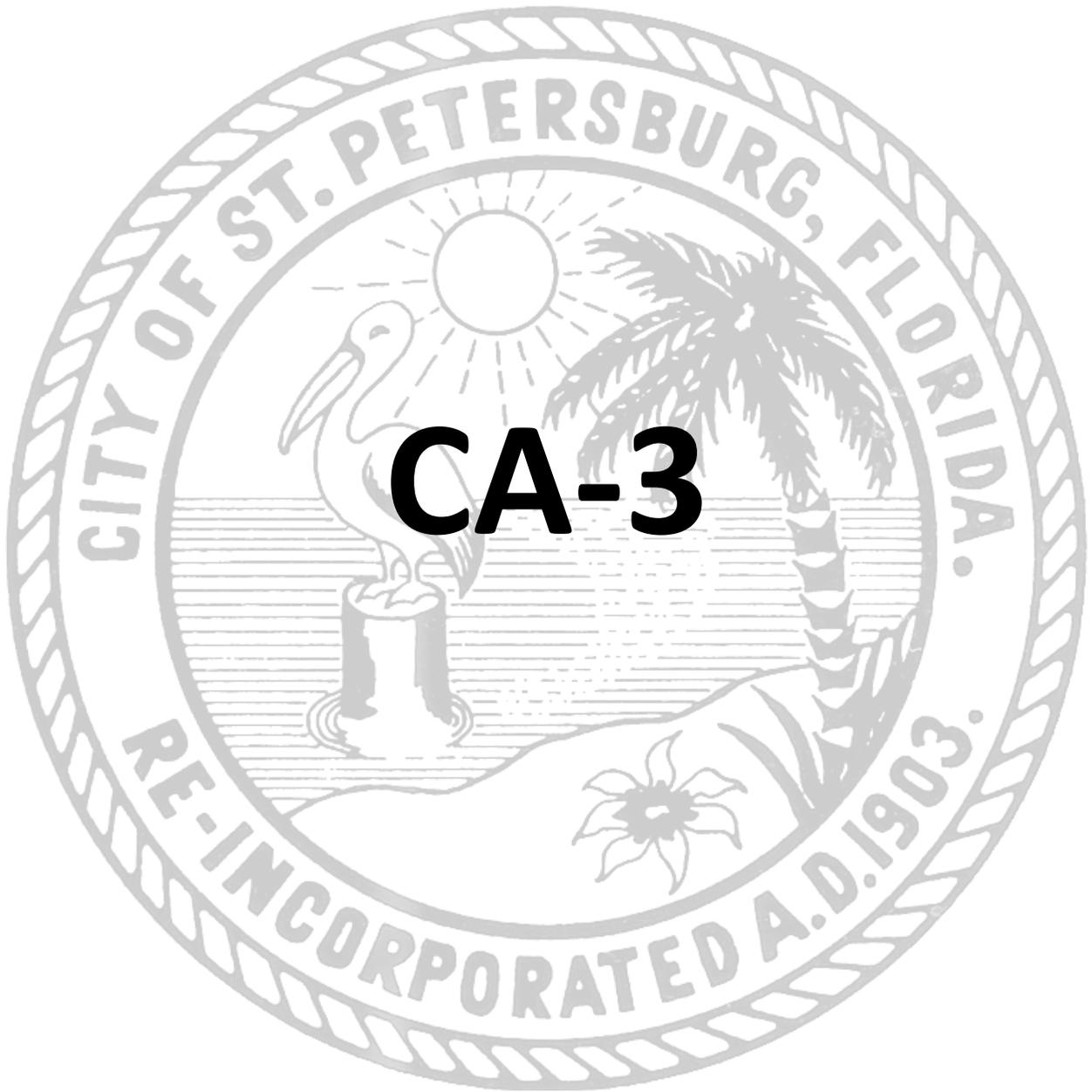
Step 1: Approved by

Kaitlyn S. Berger 4/19/2024 1:28:40 PM
- 

Requested by

Victoria L. Amerson 4/17/2024 1:57:28 PM

The following page(s) contain the backup material for Agenda Item: Approving the renewal and an increase in allocation for shuttle bus services, with SP Plus Corporation for the Municipal Pier District, in the amount of \$1,000,000, for a total contract amount of \$3,129,050. Please scroll down to view the backup material.



CA-3

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of May 16, 2024

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

Subject: Approving the renewal and an increase in allocation for shuttle bus services, with SP Plus Corporation for the Municipal Pier District, in the amount of \$1,000,000, for a total contract amount of \$3,129,050.

Explanation: The supplier provides all labor, materials, and equipment for transportation and parking management services. This includes providing staffing to drive the trams and manage the parking lots. The supplier has successfully provided transportation and parking management services for the Pier since its opening in 2020 and the City desires to have SP Plus Corporation continue providing such services 365 days per year.

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

SP Plus Corporation (Chicago, IL)\$1,000,000

On May 19, 2022, City Council approved a one-year blanket purchase agreement for shuttle bus services through May 31, 2023, in the amount of \$1,013,000. The agreement had two, one-year renewal options. On May 18, 2023, City Council approved the first, one-year renewal in the amount of \$950,000. On November 2, 2023, an allocation increase was requested in the amount of \$50,000. This is the second and final renewal.

The original agreement was executed on June 1, 2022, and \$1,633,623.21 has been spent to date. The vendor has agreed to renew under the same terms and conditions of the agreement. Administration recommends renewal of the agreement based on the vendor's past satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreement. This renewal will be effective from June 1, 2024, through May 31, 2025, with no remaining renewal options.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Pier Operating Fund (1203), Enterprise Facilities Department, Pier Operations Division (282.2861).

Attachments: Resolution

RESOLUTION NO. ____

A RESOLUTION APPROVING THE SECOND RENEWAL OPTION TO THE AGREEMENT WITH SP PLUS CORPORATION FOR THE MUNICIPAL PIER DISTRICT FOR SHUTTLE BUS SERVICES TO EXTEND THE TERM THROUGH MAY 31, 2025 AND INCREASE THE ALLOCATION FOR THE AGREEMENT BY \$1,000,000 FOR THE RENEWAL TERM; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT TO EXCEED \$3,129,050; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 19, 2022, City Council approved a one-year agreement with two, one-year renewal options with SP Plus Corporation for shuttle bus services for the Municipal Pier District at a total contact amount of \$1,013,000 through May 31, 2023 (“Agreement”); and

WHEREAS, on May 18, 2023, City Council approved the first one-year renewal option to the Agreement in the amount of \$950,000; and

WHEREAS, on November 2, 2023, an allocation increase in the amount of \$50,000 to the Agreement was requested; and

WHEREAS, the City desires to exercise the second and final renewal option to extend the term of the Agreement and increase the allocation for the agreement by \$1,000,000 for the second and final renewal term effective June 1, 2024 through May 31, 2025; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Enterprise Facilities Department, recommends approval of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the second renewal option to the agreement with SP Plus Corporation for the Municipal Pier District for shuttle bus services to extend the term through May 31, 2025 and increase the allocation for the agreement by \$1,000,000 for the renewal term is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed \$3,129,050.

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:



00741683

DEPARTMENT:





Approvals - gcc

Report • Printed on April 19, 2024

Approved

962-17 Shuttle Bus, Pier, May 2, 2024

Please see attached consent write up that is ready for approvals. Thank you.

▼ Attachments



962-17 Shuttle Bus, Pier, May 2

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

▼ Final status: Approved



Step 4: Approved by

James A. Corbett

4/19/2024 9:48:58 AM



Step 3: 1 of 2 recipients approved >

Carol A. Everson, Chris E. Ballestra



Step 2: Approved by

Stephanie N. Swinson

4/4/2024 11:07:34 AM



Step 1: Approved by

Kaitlyn S. Berger

4/4/2024 10:41:25 AM

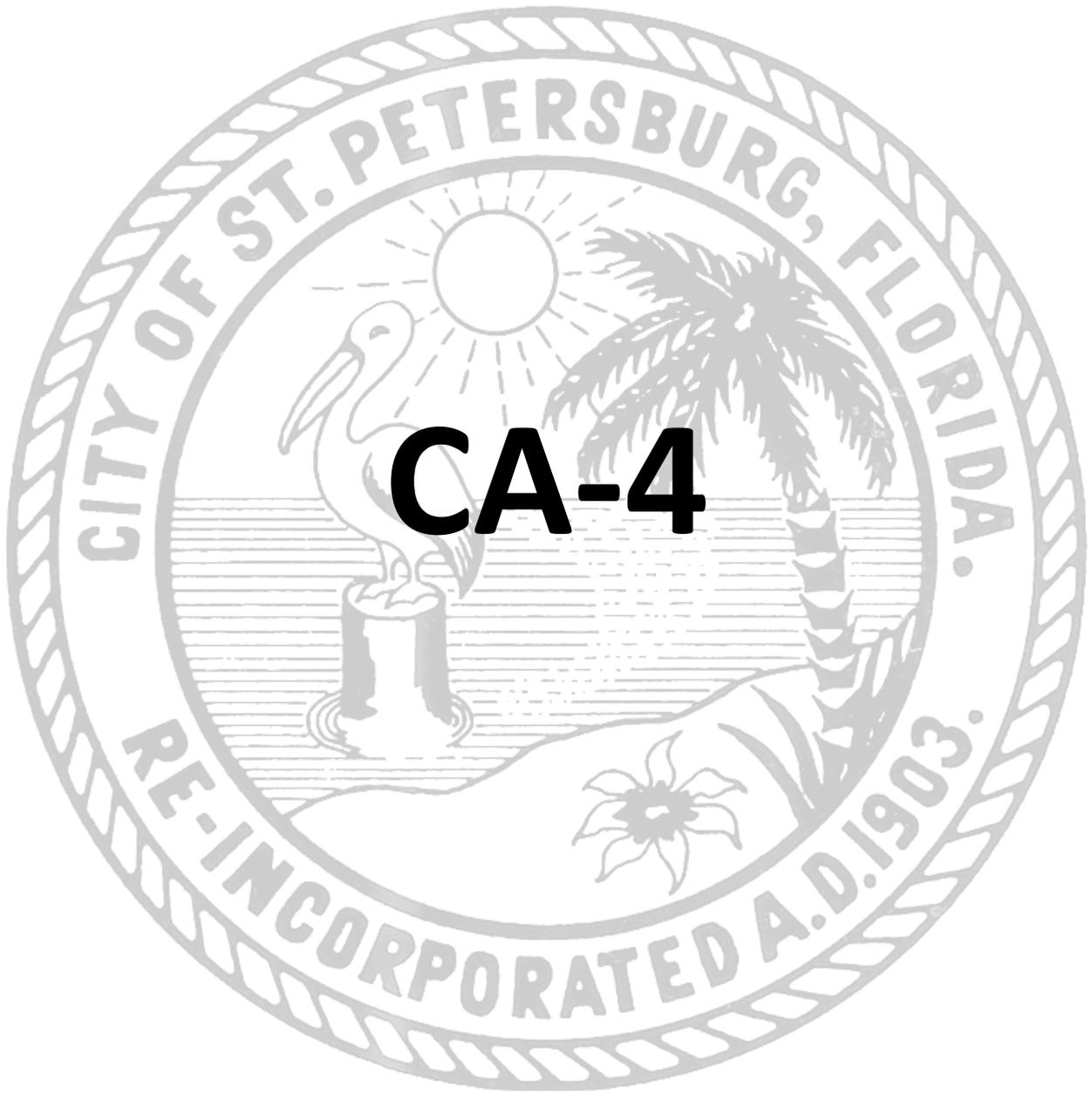


Requested by

Victoria L. Amerson

4/4/2024 9:55:34 AM

The following page(s) contain the backup material for Agenda Item: Approving a resolution authorizing the Mayor or his designee to apply for a Cultural Facilities Grant in an amount not to exceed \$500,000 from the Florida Department of State, Division of Arts and Culture, to fund renovations to the Williams Park Bandshell; providing that if the grant is awarded to the City for the Williams Park Bandshell Renovation Project, funding in the amount of \$1,000,000 will be available for the required grant match after a supplemental appropriation for the grant and matching funds is approved by City Council; and providing an effective date.
Please scroll down to view the backup material.



CA-4

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of May 16, 2024

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

Subject: Approving a resolution authorizing the Mayor or his designee to apply for a Cultural Facilities Grant in an amount not to exceed \$500,000 from the Florida Department of State, Division of Arts and Culture, to fund renovations to the Williams Park Bandshell; providing that if the grant is awarded to the City for the Williams Park Bandshell Renovation Project, funding in the amount of \$1,000,000 will be available for the required grant match after a supplemental appropriation for the grant and matching funds is approved by City Council; and providing an effective date.

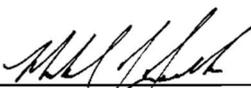
Explanation: The City is applying for a grant in the amount of \$500,000 to fund renovations to the Williams Park Bandshell. Originally built in 1954, the bandshell has served as a performance stage for local events for 70 years. The necessary renovations will help ensure Williams Park and its bandshell will continue to serve as a key cultural center for the City for generations to come. Renovations to the Bandshell will include a complete roofing system replacement and necessary structural, mechanical, electrical, plumbing, A/V and IT system improvements.

In order to apply for the Cultural Facilities Grant to fund the Williams Park Bandshell project, the grantor, Florida Department of State, requires the applicant, the City of St. Petersburg, to attach a signed Resolution that states that the required matching funds will be available if funding from the Cultural Facilities Grant is awarded to the project. The grant requires a 2:1 match.

Cost/Funding/Assessment Information: Funds (\$1,150,000) have been previously appropriated in the General Capital Improvement Fund (3001), Williams Parks Bandshell Project (19151). If the grant is awarded, additional funds to complete the project and for the required grant match of \$1,000,000 will be available after a supplemental appropriation for the grant and matching funds is approved by City Council.

Attachments: Resolution

Approvals:

Administrative: 

Budget: Lance Stanford

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO APPLY FOR A CULTURAL FACILITIES GRANT IN AN AMOUNT NOT TO EXCEED \$500,000 FROM THE FLORIDA DEPARTMENT OF STATE, DIVISION OF ARTS AND CULTURE, TO FUND RENOVATIONS TO THE WILLIAMS PARK BANDSHELL; PROVIDING THAT IF THE GRANT IS AWARDED TO THE CITY FOR THE WILLIAMS PARK BANDSHELL RENOVATION PROJECT, FUNDING IN THE AMOUNT OF \$1,000,000 WILL BE AVAILABLE FOR THE REQUIRED GRANT MATCH AFTER A SUPPLEMENTAL APPROPRIATION FOR THE GRANT AND MATCHING FUNDS IS APPROVED BY CITY COUNCIL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Administration desires to apply for a Cultural Facilities Grant in the amount of \$500,000 from the Florida Department of State, Division of Arts and Culture, to fund renovations to the Williams Park Bandshell; and

WHEREAS, originally built in 1954, the Williams Park Bandshell has served as a performance stage for local events for 70 years; and

WHEREAS, the necessary renovations will help ensure Williams Park and its bandshell will continue to serve as a key cultural center for the City for generations to come; and

WHEREAS, renovations to the Williams Park Bandshell will include a complete roofing system replacement and necessary structural, mechanical, electrical, plumbing, A/V and IT system improvements; and

WHEREAS, to apply for the Cultural Facilities Grant to fund the Williams Park Bandshell project, the grantor, Florida Department of State, requires the applicant, the City of St. Petersburg, to attach a signed Resolution that states that the required matching funds will be available if funding from the Cultural Facilities Grant is awarded to the project; and

WHEREAS, the Cultural Facilities Grant requires a 2:1 match.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to apply for a Cultural Facilities Grant in an amount not to exceed \$500,000 from the Florida Department of State, Division of Arts and Culture, to fund renovations to the Williams Park Bandshell.

BE IT FURTHER RESOLVED that if the grant is awarded to the City for the Williams Park Bandshell renovation project, funding in the amount of \$1,000,000 will be available for the required grant match after a supplemental appropriation for the grant and matching funds is approved by City Council.

This Resolution shall take effect immediately upon its adoption.

LEGAL:

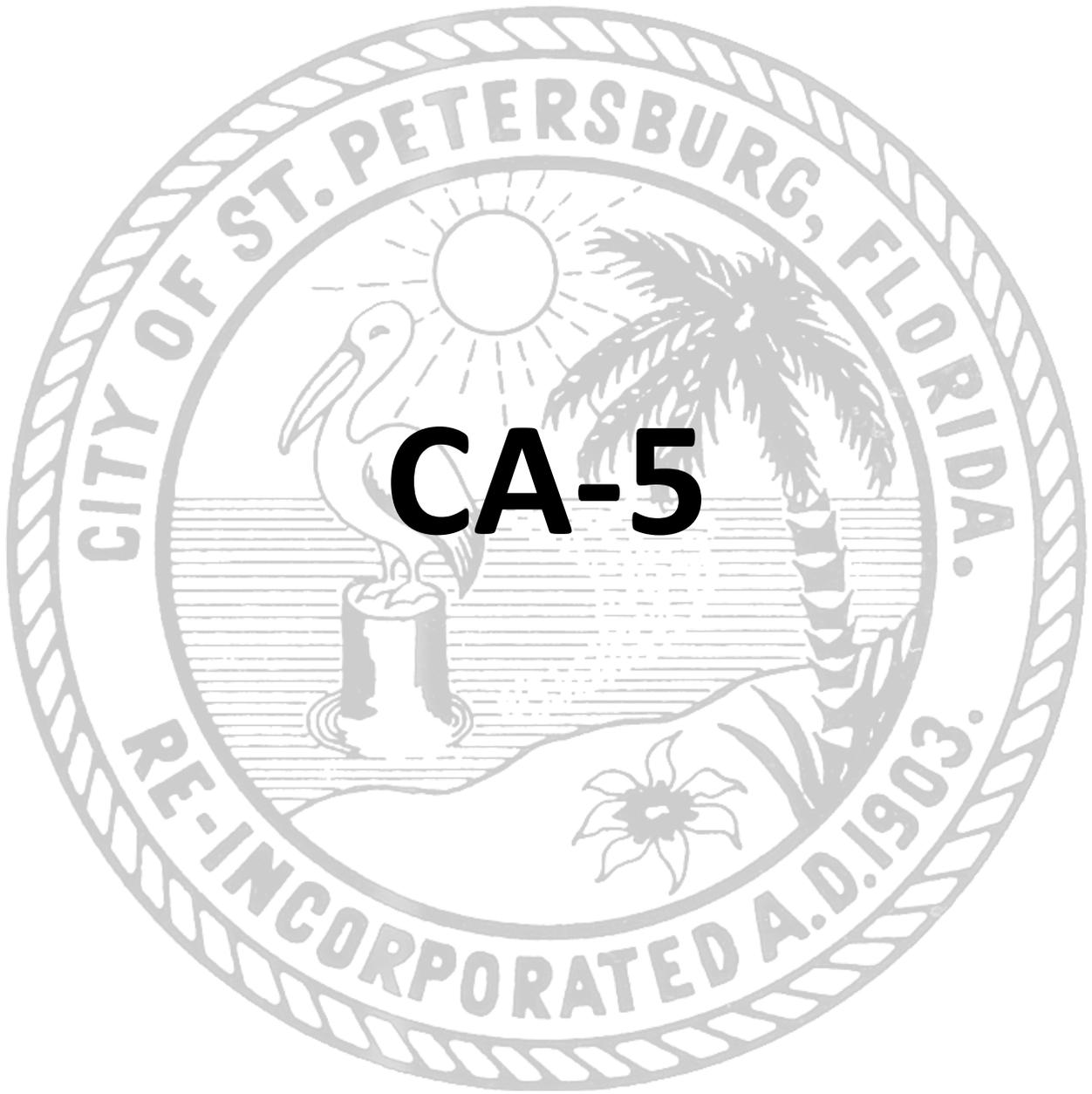

00742948

DEPARTMENT:

BUDGET:



The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to approve the Second Amendment to the Agreement between the City of St. Petersburg, Florida, and Tampa Bay Watch, Inc. (“TBW”) dated July 15, 2016 for TBW to provide Permitting, Mitigation Bank Instrument Issuance and Credit Price Analysis, Initial Credit Transaction, and Public Communications related to closing Phase I and commencement of Phase II of the North Shore Seagrass Mitigation Bank Project in an amount not to exceed \$130,500; approving a supplemental appropriation in the amount of \$403,600 from the unappropriated balance of the General Fund (0001) to the Engineering and Capital Improvements Department, Administration Division (130.1341), Seagrass Mitigation Bank Project (15476), which includes \$273,100 for future marine signage installation, monitoring and QA of dredge hole filling, and dredge hole fill finalization; providing that the total agreement amount with TBW shall not exceed \$518,000 (ECID Project No. 16099-120; Oracle No. 15476); and providing an effective date. Please scroll down to view the backup material.



CA-5

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of May 16, 2024

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

SUBJECT: A Resolution authorizing the Mayor or his designee to approve the Second Amendment to the Agreement between the City of St. Petersburg, Florida, and Tampa Bay Watch, Inc. (“TBW”) dated July 15, 2016 for TBW to provide Permitting, Mitigation Bank Instrument Issuance and Credit Price Analysis, Initial Credit Transaction, and Public Communications related to closing Phase I and commencement of Phase II of the North Shore Seagrass Mitigation Bank Project in an amount not to exceed \$130,500; approving a supplemental appropriation in the amount of \$403,600 from the unappropriated balance of the General Fund (0001) to the Engineering and Capital Improvements Department, Administration Division (130.1341), Seagrass Mitigation Bank Project, which includes \$273,100 for future marine signage installation, monitoring and QA of dredge hole filling, and dredge hole fill finalization; providing that the total agreement amount with TBW shall not exceed \$518,000 (ECID Project No. 16099-120; Oracle No. 15476); and providing an effective date.

EXPLANATION: This authorization will allow the City to obtain the Mitigation Banking Instrument (“MBI”) and all permits required to complete the Seagrass Mitigation Bank with subsequent credit release.

Work will entail completion of the Mitigation Banking Instrument and all permits including Federal, State, and County permits, managing the initial credit transaction and public communications effort. Work under this Amendment will lead to the City obtaining the initial federal credit release (15% of total credits) and complying with the Interlocal Agreement the City executed on May 26, 2023 with the Manatee County Port Authority (“Port”), of which allocates the initial federal release of credits transfer to the Port. One Credit is conservatively estimated to sell for \$750,000 minimum and the City is expected to earn 19.41 total Federal Credits at the completion of the Seagrass Mitigation Bank.

On July 16, 2016, City Council approved an agreement between the City of St. Petersburg, Florida and Tampa Bay Watch, Inc. (“Agreement”) for services including (a) Baseline Establishment Phase, (b) Restoration Plan Phase, (c) Permit Application Phase, and (d) Conceptual Plan Phase related to the North Shore Seagrass Mitigation Bank Project (“Project”) in a not to exceed amount of \$387,500.

On August 15, 2018, Administration approved Amendment No. 1 to the Agreement, which amended the scope of services to add a prohibition against contracting with scrutinized companies.

Amendment No. 2 to the Agreement (“Second Amendment”) between the City of St. Petersburg, Florida and Tampa Bay Watch, Inc. (“TBW”) for closing Phase I and commencing Phase II of the Project for TBW to provide the following: (e) Permitting, Mitigation Bank Instrument Issuance and Credit Price Analysis; (f) Initial Credit Transaction; and (g) Public Communications in an amount not to exceed \$130,500, which amount includes a \$5,000 allowance for unforeseen conditions.

The initial Agreement, Amendment No. 1 and Amendment No. 2 include the following phases and associated not to exceed costs respectively:

		Approved	Authorized
Agreement	Baseline Establishment Phase	\$ 57,000	\$ 57,000
	Restoration Plan Phase	\$ 95,000	\$ 95,000
	Permit Application Phase	\$225,500	\$225,500
	Conceptual Plan Phase	\$ 10,000	\$ 10,000
	Sub-total	\$387,500	\$387,500
Amendment No. 1	Verbiage changes to scope	\$ 0.00	\$ 0.00
Amendment No. 2	Permitting, MBI, Credit Price Analysis	\$ 65,000	
	Initial Credit Transaction	\$ 25,000	
	Public Communications	\$ 35,500	
		\$ 5,000	
	Sub-total	\$130,500	
Total		\$518,000	\$387,500

Administration further desires to appropriate an additional \$273,100 in funds to the Project fund to provide for future activities related to the first credit release, including Marine Signage Installation; Monitoring and QA of Dredge Hole Filling; and Dredge Hole Fill Finalization.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute the Second Amendment to the Agreement between the City of St. Petersburg, Florida, and Tampa Bay Watch, Inc. (“TBW”) dated July 15, 2016 for TBW to provide Permitting, Mitigation Bank Instrument Issuance and Credit Price Analysis, Initial Credit Transaction, and Public Communications related to closing Phase I and commencement of Phase II of the North Shore Seagrass Mitigation Bank Project in an amount not to exceed \$130,500; approving a supplemental appropriation in the amount of \$403,600 from the unappropriated balance of the General Fund (0001) to the Engineering and Capital Improvements Department, Administration Division (130.1341), Seagrass Mitigation Bank Project, which includes \$273,100 for future marine signage installation, monitoring and QA of dredge hole filling, and dredge hole fill finalization; providing that the total agreement amount with TBW shall not exceed \$518,000 (ECID Project No. 16099-120; Oracle No. 15476); and providing an effective date)

COST/FUNDING/ASSESSMENT INFORMATION: Funds will be available after the approval of a supplemental appropriation in the amount of \$403,600 from the unappropriated balance of the General Fund (0001) to the Engineering and Capital Improvements Department, Administration Division (130.1341), Seagrass Mitigation Bank Project (15476).

ATTACHMENTS: Tampa Bay Watch, Inc. Scope of Services for Amendment No. 2
Tampa Bay Watch, Inc. Fee Schedule for Amendment No. 2
Project Location Map

RESOLUTION 2024-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO APPROVE THE SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND TAMPA BAY WATCH, INC. (“TBW”) DATED JULY 15, 2016 FOR TBW TO PROVIDE PERMITTING, MITIGATION BANK INSTRUMENT ISSUANCE AND CREDIT PRICE ANALYSIS, INITIAL CREDIT TRANSACTION, AND PUBLIC COMMUNICATIONS RELATED TO CLOSING PHASE I AND COMMENCEMENT OF PHASE II OF THE NORTH SHORE SEAGRASS MITIGATION BANK PROJECT IN AN AMOUNT NOT TO EXCEED \$130,500; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$403,600 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001) TO THE ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT, ADMINISTRATION DIVISION (130.1341), SEAGRASS MITIGATION BANK PROJECT, WHICH INCLUDES \$273,100 FOR FUTURE MARINE SIGNAGE INSTALLATION, MONITORING AND QA OF DREDGE HOLE FILLING, AND DREDGE HOLE FILL FINALIZATION; PROVIDING THAT THE TOTAL AGREEMENT AMOUNT WITH TBW SHALL NOT EXCEED \$518,000 (ECID PROJECT NO. 16099-120; ORACLE NO. 15476); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 16, 2016, City Council approved an agreement between the City of St. Petersburg, Florida and Tampa Bay Watch, Inc. (“Agreement”) for services including (a) Baseline Establishment Phase, (b) Restoration Plan Phase, (c) Permit Application Phase, and (d) Conceptual Plan Phase related to the North Shore Seagrass Mitigation Bank Project (“Project”) in a not to exceed amount of \$387,500; and

WHEREAS, on August 15, 2018, Administration approved the Amendment No. 1 to the Agreement, which amended the scope of services to add a prohibition against contracting with scrutinized companies; and

WHEREAS, Administration desires to execute Amendment No. 2 to the Agreement (“Second Amendment”) between the City of St. Petersburg, Florida and Tampa Bay Watch, Inc. (“TBW”) for closing Phase I and commencing Phase II of the Project for TBW to provide the following: Permitting, Mitigation Bank Instrument Issuance and Credit Price Analysis; Initial Credit Transaction; and Public Communications in an amount not to exceed \$130,500, which amount includes a \$5,000 allowance for unforeseen conditions; and

WHEREAS, Administration further desires to appropriate an additional \$273,100 in funds to the Project fund to provide for future activities related to the first credit release, including Marine Signage Installation; Monitoring and QA of Dredge Hole Filling; and Dredge Hole Fill Finalization.

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 the Second Amendment to the Agreement between the City of St. Petersburg, Florida, and TBW dated July 15, 2016 for TBW to provide Permitting, Mitigation Bank Instrument Issuance and Credit Price Analysis; Initial Credit Transaction; and Public Communications related to supplemental appropriation to close Phase I and commencement of Phase II of the North Shore Seagrass Mitigation Bank Project in an amount not to exceed \$130,500.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed \$518,000.

BE IT FURTHER RESOLVED that an additional \$273,100 in funding be appropriated to the Project fund for future Marine Signage Installation; Monitoring and QA of Dredge Hole Filling; and Dredge Hole Fill Finalization.

BE IT FURTHER RESOLVED that there is hereby approved the following supplemental appropriation from the increase in the unappropriated balance of the General Fund (0001) for fiscal year 2024:

<u>General Fund (0001)</u> Engineering and Capital Improvements Department, Administration Division, Seagrass Mitigation Project (15476)	\$403,600
--	-----------

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

This resolution shall become effective immediately upon its adoption.

LEGAL:

/s/ Michael J. Dema
00743071.docx

DEPARTMENT:

Brijesh Prayman

BUDGET:

E Makofske

**Attachment 1 to Amended Appendix A – Scope of Services
Tampa Bay Watch Agreement
North Shore Seagrass Mitigation Bank
Project No. 16099-120**

The Contractor shall be responsible for providing the Deliverables set forth herein and for ensuring the City of St. Petersburg receives the Mitigation Banking Instrument (“MBI”) to establish the North Shore Seagrass Mitigation Bank (“Bank”) along with all permits necessary to complete construction and receive Federal and State Credits.

Task 1: Permitting, Mitigation Bank Instrument and Credit Price Analysis

Tampa Bay Watch (“TBW”) and their subcontractors have been working with the City of St. Petersburg to apply for the Mitigation banking Instrument (“MBI”) from the U.S. Army Corps of Engineers (“USACE”) outlined in the original Agreement dated July 15, 2016. TBW has responded to multiple Requests for Additional Information from the USACE and its Interagency Review Team (“IRT”).

The IRT met with City staff, TBW, and other stakeholders on November 1, 2023, to discuss additional items required to receive the MBI. The 2024 MBI submittal must be updated to be consistent with the US Army Corps of Engineers new format, and will include elimination of reference to Manatee County Port Authority (“Port”) as the fill source area(s), updated construction plans and figures, updated adaptive management strategies, updated Federal and State Uniform Mitigation Assessment Methods (“UMAM”) scores, updated credit release table, updated service area, and updated responses to the “Generally Unacceptable Letter” items from the IRT dated August 23, 2023.

The MBI response and application package will be sent back to the USACE and IRT for final review and MBI Issuance.

The USACE will determine which Nationwide Permits are to be issued after receiving the MBI Application for the Seagrass Mitigation Bank. TBW and their subcontractors will complete any Federal permitting requirements and respond to comments or requests for additional information as necessary.

Once the MBI has been submitted to the USACE, TBW and their subcontractors will compile and submit the State (SWFWMD ERP) permit modification to:

- ensure that maps, work plan, and performance standards in the state permit align with MBI as best as possible,
- updated UMAM is included, and
- long-term financial assurances are consistent with State requirements.

Final Permit documents will also be submitted to Pinellas County Water & Navigation for their review and inclusion for the final dredge and fill permit issued by the County.

TBW and their subcontractors will conduct a credit price analysis and will include research for potential bank credit alternatives or competition in Federal and State service areas.

A credit ledger will be developed for both Federal and State agencies and provided to the City as an Excel document.

Task 2: Initial Credit Transaction

TBW and their subcontractors will act as the City's authorized agent to request the initial credit release from SWFWMD and the Corps. This task will include coordination with the City to ensure that all requirements for the initial credit release as outlined in the MBI and SWFWMD permit, including the Conservation Easement, Financial Assurances, and signage installation, are complete prior to submitting the credit release requests. TBW and their subcontractors will manage the transfer of credits from the regulatory Agencies to the Port through the Construction Credit Release as outlined in the Interlocal Agreement. Management of this process shall ensure compliance with all regulatory requirements of operating a Mitigation Bank. TBW and their subcontractors shall provide, to the City, process workflows outlining the receipt, sale and recording of a Mitigation Credit. Workflow shall include a summary of the overall process and all necessary regulatory requirements for a complete program.

Task 3: Public Communications

The City of St. Petersburg and TBW understand the high visibility this project will have in our community. To be transparent and to help drive early public discussions, TBW will assist in public communication and outreach.

**Attachment 1 to Appendix B
Tampa Bay Watch Agreement
North Shore Seagrass Mitigation Bank
Project No. 16099-120**

Task E: Permitting, Mitigation Bank Instrument and Credit Price Analysis

Total Phase Amount: \$65,000

Contractor shall invoice the City for work, services and deliverables in the Permitting, MBI and MB Ledger task as follows:

<u>Milestone</u>	<u>Amount</u>
Submittal of updated MBI application to USACE	\$35,000
Submittal of State SWFWMD ERP Permit Modification	\$10,000
Submittal of Pinellas Co Water and Nav Permit	\$10,000
Mit Credit Price Analysis and Completed Ledgers	\$10,000

Task F: Initial Credit Transaction

Total Phase Amount: \$25,000

Contractor shall invoice the City for work, services and deliverables in the Initial Credit Transaction task as follows:

<u>Milestone</u>	<u>Amount</u>
Completed Initial Credit Transfer from Bank to Port	\$15,000
Workflow Summary of Credit Release Process Submitted	\$10,000

Task G: Public Communications

Total Phase Amount: \$35,500

Contractor shall invoice the City for work, services and deliverables for the Public Communications task as follows:

<u>Milestone</u>	<u>Amount</u>
Participation in at least five CONA Meetings or public forums	\$10,000
Design and approval of informational signage for waterfront	\$15,500

Support City Communications through 3 Media Releases \$10,000

Allowance to be authorized if any unforeseen conditions are experienced while performing the work: \$5,000

Total Payment: \$130,500



Legend

- Dredge Hole Boundary
- Mitigation Bank Area

Document Path: S:\ArcGIS\2023\ENGIN\North Shore Seagrass Mit\Stations\North Shore Seagrass Mit\Stations.aprx

DISCLAIMER
 THE INFORMATION IS PROVIDED FOR YOUR PERSONAL USE
 AS IS, ALONG WITH THE UNDERSTANDING THAT IT IS NOT
 GUARANTEED TO BE ACCURATE, CORRECT, OR COMPLETE.
 INFORMATION SHOULD NOT BE USED TO MAKE FINANCIAL
 OR OTHER COMMITMENTS AND ANY CONCLUSIONS DRAWN
 FROM SUCH INFORMATION ARE THE RESPONSIBILITY OF
 THE USER. WHILE EVERY EFFORT IS MADE TO ENSURE
 THE ACCURACY, CORRECTNESS, AND TIMELINESS OF THE
 DATA PRESENTED, THE CITY OF ST. PETERSBURG MAKES
 NO WARRANTY OR GUARANTEE AS TO THE CONTENT,
 ACCURACY, TIMELINESS, OR COMPLETENESS OF ANY OF
 THE DATA PROVIDED AND ASSUMES NO LIABILITY FOR THE
 USE OF THESE MAPS AND DATA.



Seagrass Mitigation Bank - North Shore Park
Project No. 16099-120
 ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT
 CITY OF ST. PETERSBURG

Date: 4/24/2024





Approvals - gcc

Report • Printed on May 2, 2024

Approved

Council 5/16 - Tampa Bay Watch - Seagrass TBW Amendment

▼ Attachments



Tampa Bay Watch - Seagrass T

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

▼ Final status: Approved

CT

Step 3: Approved by

Claude Tankersley

5/2/2024 2:10:57 PM

MW

Step 2: Approved by

Margaret B. Wahl

5/2/2024 12:05:59 PM

BP

Step 1: Approved by

Brejesh Prayman

5/2/2024 11:53:57 AM

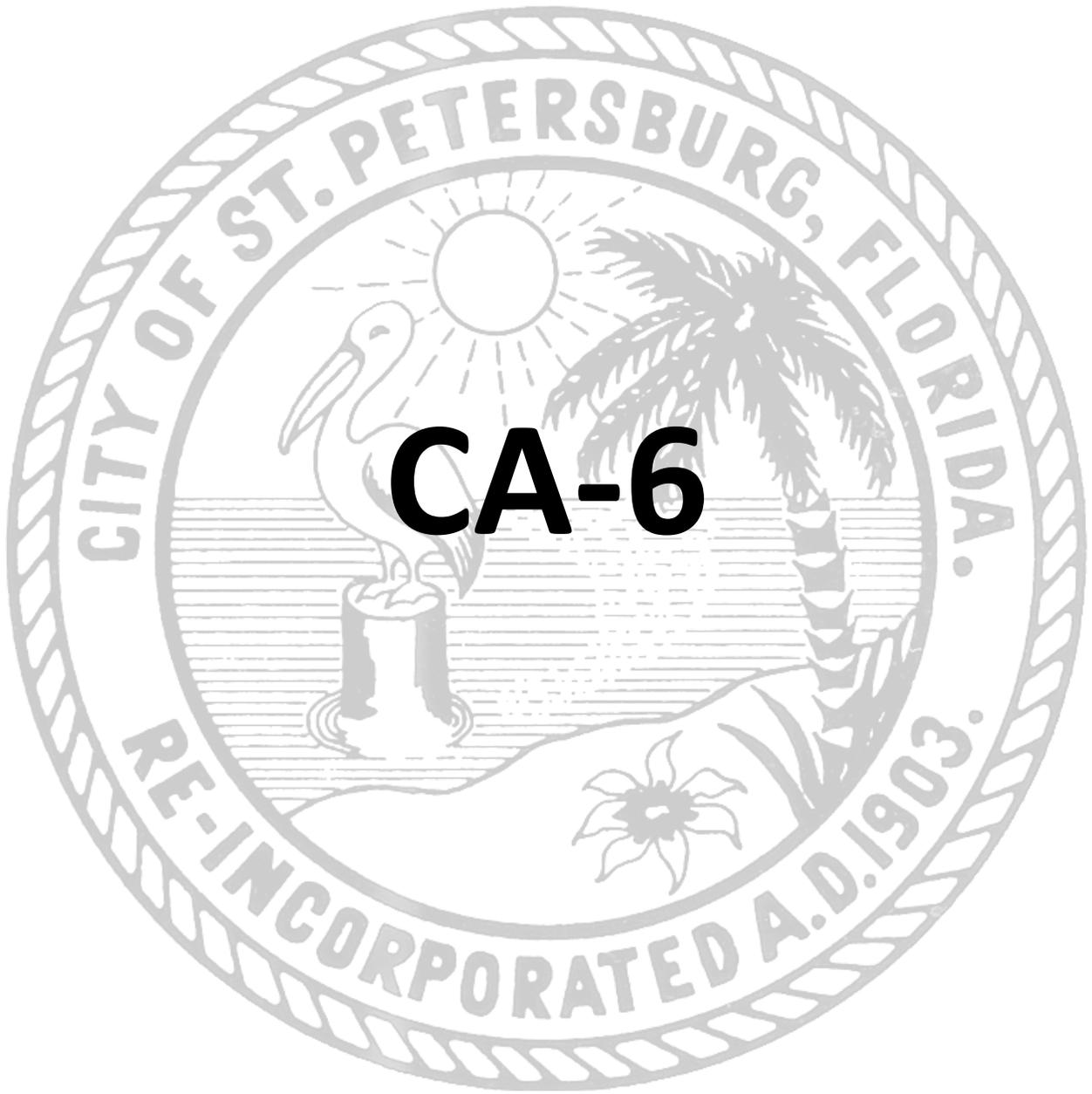
SJ

Requested by

Sarah B. Johnson

5/2/2024 11:42:18 AM

The following page(s) contain the backup material for Agenda Item: A Resolution approving the Second Amendment to the Construction Contract with Kamminga & Roodvoets, Inc. dated July 18, 2022, as amended, to expand the scope of work to include reconstruction of Pinellas Way and Travelers Way, reconfiguration of the pedestrian signals at 66th St, adding connections of the new watermain with existing watermains, and additional milling and resurfacing and increase the contract amount in the amount of \$316,630.32 related to the West Central Avenue Watermain Replacement and Streetscape project; providing that the total Contract amount shall not exceed \$13,061,832.89; authorizing the Mayor or his designee to execute the Second Amendment and all other documents necessary to effectuate this transaction; and providing an effective date. (ECID Project Nos. 17098-111 and 17098-119; Oracle Nos. 16638, 15084, 15640, 18584, 18536, 17980, 19152 and 19827) Please scroll down to view the backup material.



CA-6

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of May 16, 2024

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

SUBJECT: A Resolution approving the Second Amendment to the Construction Contract with Kamminga & Roodvoets, Inc. dated July 18, 2022, as amended, to expand the scope of work to include reconstruction of Pinellas Way and Travelers Way, reconfiguration of the pedestrian signals at 66th St, adding connections of the new watermain with existing watermains, and additional milling and resurfacing and increase the contract amount in the amount of \$316,630.32 related to the West Central Avenue Watermain Replacement and Streetscape project; providing that the total Contract amount shall not exceed \$13,061,832.89; authorizing the Mayor or his designee to execute the Second Amendment and all other documents necessary to effectuate this transaction; and providing an effective date. (ECID Project Nos. 17098-111 and 17098-119; Oracle Nos. 16638, 15084, 15640, 18584, 18536, 17980, 19152 and 19827)

EXPLANATION: As part of the economic initiatives for the West Central Avenue Business District, the City is conducting streetscape improvements along Central Avenue between 58th Street and Park Street.

This Project includes streetscape construction plans for new and replacement of sidewalks, driveways, curb, and curb ramps for ADA compliance, new landscaped medians, replacement of the existing span wire traffic signals to mast arm poles, new signs and pavement markings including a new bike lane, and replacement of the existing watermain.

On June 16, 2022, City Council approved a Construction Contract with K&R to provide construction services for the streetscape improvements and installation of a new watermain in the amount of \$10,845,202.57.

On June 15, 2023, City Council approved the First Amendment to the Construction Contract with K&R to provide construction services for milling and resurfacing, bike rack installation, and an allowance increase related to the construction in the amount of \$1,900,000.00.

During the construction phase, ECID Staff observed stormwater, pedestrian and vehicular concerns, that if addressed during the construction phase of this project would result in improving safety while achieving time and cost efficiencies:

- An existing stormwater drainage issue was discovered at Pinellas Way and Central Avenue. After a rain event, stormwater heavily ponds at the intersection affecting motorists and pedestrians attempting to traverse the intersection. Beyond the safety concern, standing water will cause premature deterioration of the new asphalt surface.
- The pedestrian signal locations at 66th Street had to be revised to due to the recent construction of a SunRunner bus station. Push button pedestrian signals were required to provide transit signal priority for the SunRunner.
- At Travelers Way and Central Avenue, the sidewalk approach to the intersection was modified to allow

for safer truck turning movements.

Finally, while installing the new 8” watermain, additional fittings were required to make connections between the new watermain and other existing watermains throughout the corridor. Additional Milling & Resurfacing is necessary to support the aforementioned activities along with higher than anticipated asphalt quantities, due to the variability of pavement thickness encountered throughout the corridor.

The Second Amendment to the Construction Contract with K&R will provide construction services for the reconstruction of Pinellas Way and Travelers Way, reconfiguration of the pedestrian signals at 66th St, adding connections of the new watermain with existing watermains, and additional milling and resurfacing in the amount of \$316,630.32.

The Contract, Change Order No. 1, and Change Order No. 2 include the following phases and associated not-to-exceed costs respectively:

Original Contract Amount	\$ 10,845,202.57
Change Order No. 1	\$ 1,900,000.00
Change Order No. 2	\$ 316,630.32
<hr/>	
Revised Contract Amount	\$ 13,061,832.89

RECOMMENDATION: Administration recommends City Council approve the attached Resolution accepting the Second Amendment to the Construction Contract with Kamminga & Roodvoets, Inc. dated July 18, 2022, as amended, to expand the scope of work to include reconstruction of Pinellas Way and Travelers Way, reconfiguration of the pedestrian signals at 66th St, adding connections of the new watermain with existing watermains, and additional milling and resurfacing and increase the contract amount in the amount of \$316,630.32 related to the West Central Avenue Watermain Replacement and Streetscape project; providing that the total Contract amount shall not exceed \$13,061,832.89; authorizing the Mayor or his designee to execute the Second Amendment and all other documents necessary to effectuate this transaction; and providing an effective date. (ECID Project Nos. 17098-111 and 17098-119; Oracle Nos. 16638, 15084, 15640, 18584, 18536, 17980, 19152 and 19827)

COST/FUNDING/ASSESSMENT INFORMATION: Funding has been previously appropriated in the Water Resources Capital Projects Fund (4003) DIS West Central Ave Streetscape Project - Water Main Replacement FY18 Project (16638), in the Citywide Infrastructure Capital Improvement Fund (3027) Sidewalks-Pinellas County Interlocal FY16 Project (15084) West Central Ave Streetscape FY17 Project (15640) Sidewalk Reconstruction FY22 Project (18584) Sidewalk Reconstruction FY 2023 Project (19152), in the Multimodal Impact Fees Capital Improvement Fund (3071) Traffic Safety Program FY 2024 Project (19827), in the Stormwater Drainage Capital Projects Fund (4013) Minor Storm Drainage FY 2021 Project (17980), and in the General Capital Improvement Fund (3001) Central Avenue Roadway Improvements Project (18536).

ATTACHMENTS: Resolution
K&R Draft Change Orders

RESOLUTION NO. 2024-_____

A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE CONSTRUCTION CONTRACT WITH KAMMINGA & ROODVOETS, INC. DATED JULY 18, 2022, AS AMENDED, TO EXPAND THE SCOPE OF WORK TO INCLUDE RECONSTRUCTION OF PINELLAS WAY AND TRAVELERS WAY, RECONFIGURATION OF THE PEDESTRIAN SIGNALS AT 66TH ST, ADDING CONNECTIONS OF THE NEW WATERMAIN WITH EXISTING WATERMAINS, AND ADDITIONAL MILLING AND RESURFACING AND INCREASE THE CONTRACT AMOUNT IN THE AMOUNT OF \$316,630.32 RELATED TO THE WEST CENTRAL AVENUE WATERMAIN REPLACEMENT AND STREETSCAPE PROJECT; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED \$13,061,832.89; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE SECOND AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE. (ECID PROJECT NOS. 17098-111 AND 17098-119; ORACLE NOS. 16638, 15084, 15640, 18584, 18536, 17980, 19152 AND 19827)

WHEREAS, on July 18, 2022, the City and Kamminga & Roodvoets, Inc. executed a construction contract ("Contract") for Kamminga & Roodvoets, Inc. to provide construction services to include streetscape improvements and installation of a new watermain related to the West Central Avenue Watermain Replacement Project; and

WHEREAS, on June 15, 2023, City Council approved the First Amendment to the Contract to expand the scope of work to include milling and resurfacing and bike rack installation and increase the contract amount in the amount of \$1,900,000 for this additional work and more project allowance; and

WHEREAS, Administration desires to further amend the Contract for a second time to further expand the scope of work to include reconstruction of Pinellas Way and Travelers Way, reconfiguration of the pedestrian signals at 66th St, adding connections of the new watermain with existing watermains, and additional milling and resurfacing and increase the contract amount in the amount of \$316,630.32 for this additional work.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Second Amendment to the Construction Contract with Kamminga & Roodvoets,

Inc. dated July 18, 2022, as amended, to expand the scope of work to include reconstruction of Pinellas Way and Travelers Way, reconfiguration of the pedestrian signals at 66th St, adding connections of the new watermain with existing watermains, and additional milling and resurfacing and increase the contract amount in the amount of \$316,630.32 related to the West Central Avenue Watermain Replacement and Streetscape Project is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed \$13,061,832.89.

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

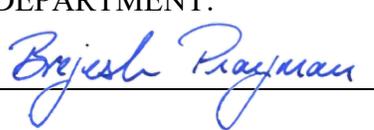
This Resolution shall become effective immediately upon its adoption.

LEGAL:



00742176

DEPARTMENT:



Engineering & Capital Improvements Department



Change Order

Project Number	17098-111 & 17098-119
Project Title	West Central Ave Water Main Replacement & West Central Ave Streetscape
Change Order Number	2

The Contract entered into between Kamminga & Roodvoets, Inc. party of the first part, and the City of St. Petersburg, Florida, party of the second part, on July 18, 2022, for West Central Ave Water Main Replacement & West Central Ave Streetscape.

The Contract is revised as follows:

See Attachment No. 1

Total Change Order No. 2	\$ 316,630.32
--------------------------	---------------

Unless otherwise specified above, all work and materials shall comply with applicable provisions in the original specifications, contract documents and plans. This contract change shall in no manner alter the time allowed under the contract unless otherwise specifically set forth above. Time limit alterations resulting in project delays, caused by the City, Utility companies, or other Contractors working on the site, will not entitle the Contractor to additional monies.

The change in the work as defined shall modify the contract as follows:

Original Contract Completion Date	05/24/2024	Original Contract Price	\$ 10,845,202.57
Contract Completion Prior to this Change	05/25/2024	Contract Price Prior to this Change	\$ 12,745,202.57
This Time Change	51 days	This Price Change	\$ 316,630.32
New Contract Completion Date	07/15/2024	New Contract Price	\$ 13,061,832.89

Contract Change reviewed by:

 Thomas Rice, P.E. Date
 Construction Manager, Engineering & Capital Improvements

Contract Change Recorded by:

 Budget Date

 Grace Kramer Date
 CIP Financial Coordinator

Contract Change authorized by City Council:

 Resolution No. Date

ACCEPTED for the party of the first part by:

 Kamminga & Roodvoets, Inc. Date

ACCEPTED for the party of the second party by:

 Brejesh Prayman, P.E. Date
 Director, Engineering & Capital Improvements

Funding Source(s) _____

Engineering & Capital Improvements Department



Change Order

Project Number	17098-111 & 17098-119
Project Title	West Central Ave Water Main Replacement & West Central Ave Streetscape
Change Order Number	2

The Contract entered into between Kamminga & Roodvoets, Inc. party of the first part, and the City of St. Petersburg, Florida, party of the second part, on July 18, 2022, for West Central Ave Water Main Replacement & West Central Ave Streetscape.

The Contract is revised as follows:

See Attachment No. 1

Total Change Order No. 2	\$ 316,630.32
--------------------------	---------------

Unless otherwise specified above, all work and materials shall comply with applicable provisions in the original specifications, contract documents and plans. This contract change shall in no manner alter the time allowed under the contract unless otherwise specifically set forth above. Time limit alterations resulting in project delays, caused by the City, Utility companies, or other Contractors working on the site, will not entitle the Contractor to additional monies.

The change in the work as defined shall modify the contract as follows:

Original Contract Completion Date	05/24/2024	Original Contract Price	\$ 10,845,202.57
Contract Completion Prior to this Change	05/25/2024	Contract Price Prior to this Change	\$ 12,745,202.57
This Time Change	66 days	This Price Change	\$ 316,630.32
New Contract Completion Date	07/30/2024	New Contract Price	\$ 13,061,832.89

Contract Change reviewed by:

 Thomas Rice, P.E. Date
 Construction Manager, Engineering & Capital Improvements

Contract Change Recorded by:

 Budget Date

 Grace Kramer Date
 CIP Financial Coordinator

Funding Source(s) _____

Contract Change authorized by City Council:

 Resolution No. Date

ACCEPTED for the party of the first part by:

 Kamminga & Roodvoets, Inc. Date

ACCEPTED for the party of the second party by:

 Brejesh Prayman, P.E. Date
 Director, Engineering & Capital Improvements



Approvals - gcc

Report • Printed on May 1, 2024

Approved

5/16 Council - Kamminga - West Central Drainage - Change Order

▼ Attachments

 Kamminga - West Central Drai
[https://stpete1-my.sharepoint.com/:](https://stpete1-my.sharepoint.com/)

▼ Final status: Approved



Step 3: Approved by

Claude Tankersley

5/1/2024 10:58:58 AM



Step 2: Approved by

Margaret B. Wahl

5/1/2024 10:40:27 AM



Step 1: Approved by

Brejesh Prayman

5/1/2024 10:39:36 AM



Requested by

Sarah B. Johnson

5/1/2024 10:38:58 AM

The following page(s) contain the backup material for Agenda Item: A Resolution approving the Second Amendment to the Construction Contract with LEMA Construction & Developers, Inc. dated April 27, 2022, as amended, to increase the contract amount in the amount of \$130,000 for requested changes from the Water Resources Department related to the construction of the new Water Resources Environmental Quality Lab; providing that the total Contract amount shall not exceed \$8,580,606.89; authorizing the Mayor or his designee to execute the Second Amendment and all other documents necessary to effectuate this transaction; and providing an effective date. (ECID Project No. 17229-219; Oracle No. 16906)
Please scroll down to view the backup material.



CA-7

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of May 16, 2024

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

SUBJECT: A Resolution approving the Second Amendment to the Construction Contract with LEMA Construction & Developers, Inc. dated April 27, 2022, as amended, to increase the contract amount in the amount of \$130,000 for requested changes from the Water Resources Department related to the construction of the new Water Resources Environmental Quality Lab; providing that the total Contract amount shall not exceed \$8,580,606.89; authorizing the Mayor or his designee to execute the Second Amendment and all other documents necessary to effectuate this transaction; and providing an effective date. (ECID Project No. 17229-219; Oracle No. 16906)

EXPLANATION: On March 24, 2022, City Council approved a construction contract with LEMA to provide construction of the new Water Resources Environmental Quality Lab in the amount of \$8,220,822.

Following the project bid date of January 20, 2022, and prior to the execution date of the contract, the local construction market experienced significant material and labor cost escalation. LEMA provided the City with documentation supporting escalation costs from twelve different trades which exceeded the awarded contract amount. City Engineering and Capital Improvements staff reviewed the supporting documentation, which included material supplier increases to various subcontractors, and concluded that the increases were no fault of the contractor and the increase in the contract sum was warranted.

The cost escalation was estimated at \$409,785.89. To minimize the financial impact of these escalation costs to the project the City and LEMA coordinated to achieve \$180,001.00 in value engineering cost savings to the project, these savings offset some of the escalations for a net Change Order No. 1 cost of \$229,784.89.

On December 1, 2022, City Council approved the First Amendment to authorize Change Order No. 1 in the amount of \$229,784.89 resulting from cost escalations.

The Second Amendment will authorize Change Order No. 2 in the amount of \$130,000 for the following additional work requested by the User Department: i) upgrade of the countertops and sinks in the lab rooms to extend the service life of the sinks due to the planned variety of volatile chemical testing that will occur during facility operational life, ii) installation and connection of a fume hood in the microbiology lab, iii) plumbing connections for four glass washers to add deionized water and drain connections, iv) power additions for emergency management monitors.

The Contract and Change Orders include the following phases and associated not-to-exceed costs respectively:

Original Contract Amount	\$8,220,822.00
Change Order No. 1	\$ 229,784.89
Subtotal Approved	\$8,450,606.89

Requested Change Order No. 2 \$ 130,000.00

Revised Contract Amount \$8,580,606.89

RECOMMENDATION: Administration recommends City Council approve the attached Resolution approving the Second Amendment to the Construction Contract with LEMA Construction & Developers, Inc. dated April 27, 2022, as amended, to increase the contract amount in the amount of \$130,000 for requested changes from the Water Resources Department related to the construction of the new Water Resources Environmental Quality Lab; providing that the total Contract amount shall not exceed \$8,580,606.89; authorizing the Mayor or his designee to execute the Second Amendment and all other documents necessary to effectuate this transaction; and providing an effective date. (ECID Project No. 17229-219; Oracle No. 1690)

COST/FUNDING/ASSESSMENT INFORMATION: Funding has been previously appropriated in the Water Resources Capital Projects Fund (4003), Water Resources Facility Environmental Lab Replacement FY19 Project (16906).

ATTACHMENTS: Resolution
LEMA draft Change Order #02

RESOLUTION NO. 2024-_____

A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE CONSTRUCTION CONTRACT WITH LEMA CONSTRUCTION & DEVELOPERS, INC. DATED APRIL 27, 2022, AS AMENDED, TO INCREASE THE CONTRACT AMOUNT IN THE AMOUNT OF \$130,000 FOR REQUESTED CHANGES FROM THE WATER RESOURCES DEPARTMENT RELATED TO THE CONSTRUCTION OF THE NEW WATER RESOURCES ENVIRONMENTAL QUALITY LAB; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED \$8,580,606.89; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE SECOND AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE. (ECID PROJECT NO. 17229-219; ORACLE NO. 16906)

WHEREAS, on March 24, 2022, City Council approved a construction contract (“Contract”) with LEMA Construction & Developers, Inc. for construction of the new Water Resources Environmental Quality Lab (“Project”); and

WHEREAS, on December 1, 2022, City Council approved the First Amendment to increase the contract amount in the amount of \$229,784.89 for material and labor escalation costs related to the Project; and

WHEREAS, Administration desires to amend the Contract for a second time to increase the contract amount in the amount of \$130,000 for requested changes from the Water Resources Department related to the Project.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Second Amendment to the Construction Contract with LEMA Construction & Developers, Inc. dated April 27, 2022, as amended, to increase the contract amount in the amount of \$130,000 for requested changes from the Water Resources Department related to the construction of the new Water Resources Environmental Quality Lab is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed \$8,580,606.89.

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

This Resolution shall become effective immediately upon its adoption.

LEGAL:



00742115 v4

DEPARTMENT:





Approvals - gcc

Report • Printed on May 1, 2024

Approved

5/16 Council - LEMA - WR Lab - Change Order 2

▼ Attachments



LEMA - WR Lab - Change Order

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

▼ Final status: Approved



Step 3: Approved by

Claude Tankersley

5/1/2024 10:59:25 AM



Step 2: Approved by

Margaret B. Wahl

5/1/2024 7:43:17 AM



Step 1: Approved by

Brejesh Prayman

4/30/2024 5:08:31 PM



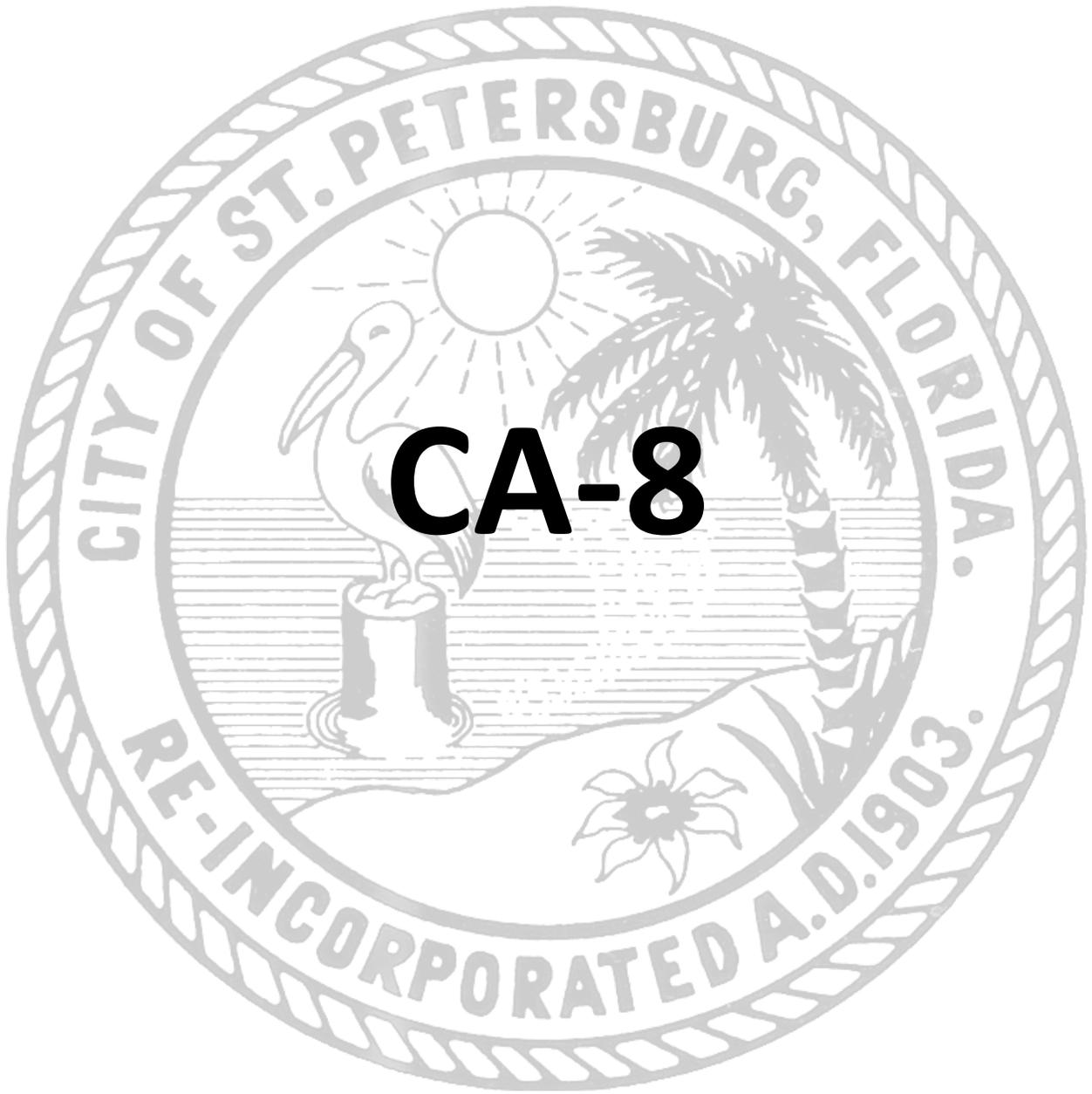
Requested by

Sarah B. Johnson

4/29/2024 2:46:15 PM

The following page(s) contain the backup material for Agenda Item: A resolution accepting Addendum No. 1 in an amount not to exceed \$300,000 to the Guaranteed Maximum Price (“GMP”) proposal dated August 25, 2022 submitted by Kokolakis Construction Co, Inc. (“Kokolakis”) for construction-phase services for the Sanitation Building Project, to increase the owner’s contingency; providing that the total GMP for the Sanitation Building Project shall not exceed \$14,314,194; authorizing the Mayor or his designee to execute the Second Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida, and Kokolakis dated March 25, 2021, to incorporate Addendum No. 1 to the GMP proposal into such Agreement; approving a transfer in the amount of \$200,000 from the unappropriated balance of the Sanitation Operating Fund (4021), to the Sanitation Capital Projects Fund (4024); approving a supplemental appropriation in the amount of \$200,000 from the increase in the unappropriated balance of the Sanitation Capital Projects Fund (4024), resulting from the above transfer, to the New Sanitation Facility FY21 Project (ECID Project No. 18238-024; Oracle No. 17971) and providing an effective date.

Please scroll down to view the backup material.



CA-8

ST. PETERSBURG CITY COUNCIL

Meeting of May 16, 2024

Consent Agenda

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

SUBJECT: A resolution accepting Addendum No. 1 in an amount not to exceed \$300,000 to the Guaranteed Maximum Price (“GMP”) proposal dated August 25, 2022 submitted by Kokolakis Construction Co, Inc. (“Kokolakis”) for construction-phase services for the Sanitation Building Project, to increase the owner’s contingency; providing that the total GMP for the Sanitation Building Project shall not exceed \$14,314,194; authorizing the Mayor or his designee to execute the Second Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida, and Kokolakis dated March 25, 2021, to incorporate Addendum No. 1 to the GMP proposal into such Agreement; approving a transfer in the amount of \$200,000 from the unappropriated balance of the Sanitation Operating Fund (4021), to the Sanitation Capital Projects Fund (4024); approving a supplemental appropriation in the amount of \$200,000 from the increase in the unappropriated balance of the Sanitation Capital Projects Fund (4024), resulting from the above transfer, to the New Sanitation Facility FY21 Project (ECID Project No. 18238-024; Oracle No. 17971) and providing an effective date.

EXPLANATION: The City of St. Petersburg, Florida (“City) and Kokolakis executed the Construction Manager at Risk Agreement with a Guaranteed Maximum Price (“GMP”) on March 25, 2021 for Kokolakis to provide preconstruction and construction phase services for the new Sanitation Building project.

On October 6, 2022, City Council approved the First Amendment to incorporate the GMP Proposal in the amount of \$14,014,194 for Kokolakis to provide construction management services to construct the new 18,600 square foot Sanitation Building per the GMP Proposal.

Approval of the Second Amendment in the not to exceed amount of \$300,000 will increase the Owner’s Contingency to pay for requested changes on the Sanitation Project. These changes were for various cost items requested during the construction of the building that have been negotiated and accepted by Kokolakis and City Administration. The cost items include changes requested by the Department of Technology (DoT), changes requested by the User Department, work associated with the installation of the public art, and other unforeseen cost increases that were unanticipated and which exceeded the original Owner Contingency.

The summary of the GMP is as follows:

Guaranteed Maximum Price Breakdown	Cost of the Work	\$12,215,682.00
	General Liability Insurance	\$ 132,855.00
	CM Contingency	\$ 560,568.00
	CM Fee	\$ 676,764.00
	Builder's Risk Insurance	\$ 36,763.00
	Construction Bond	\$ 91,562.00

Subtotal GMP	\$13,714,194.00
Owner Contingency	\$ 300,000.00
<hr/>	
Total GMP	\$14,014,194.00
Additional Owner’s Contingency (Addendum No. 1)	\$ 300,000.00
Revised Total GMP	\$14,314,194.00

RECOMMENDATION: Approval of a Resolution accepting Addendum No. 1 in an amount not to exceed \$300,000 to the Guaranteed Maximum Price (“GMP”) proposal dated August 25, 2022 submitted by Kokolakis Construction Co, Inc. (“Kokolakis”) for construction-phase services for the Sanitation Building Project, to increase the owner’s contingency; providing that the total GMP for the Sanitation Building Project shall not exceed \$14,314,194; authorizing the Mayor or his designee to execute the Second Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida, and Kokolakis dated March 25, 2021, to incorporate Addendum No. 1 to the GMP proposal into such Agreement; approving a transfer in the amount of \$200,000 from the unappropriated balance of the Sanitation Operating Fund (4021), to the Sanitation Capital Projects Fund (4024); approving a supplemental appropriation in the amount of \$200,000 from the increase in the unappropriated balance of the Sanitation Capital Projects Fund (4024), resulting from the above transfer, to the New Sanitation Facility FY21 Project (ECID Project No. 18238-024; Oracle No. 17971) and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: A portion of funding for this amendment has been previously appropriated in the Sanitation Capital Projects Fund (4024) (\$100,000), New Sanitation Facility FY21 project (17971). Additional funding will be available after the approval of a transfer in the amount of \$200,000 from the unappropriated balance of the Sanitation Operating Fund (4021) to the Sanitation Capital Projects Fund (4024) and a supplemental appropriation in the amount of \$200,000 from the increase in the unappropriated balance of the Sanitation Capital Projects Fund (4024), resulting from the above transfer, to the New Sanitation Facility FY21 Project (ECID Project No. 18238-024; Oracle No. 17971)

ATTACHMENTS: Resolution
Draft GMP Addendum No. 1

RESOLUTION NO. 2024-_____

A RESOLUTION ACCEPTING ADDENDUM NO. 1 IN AN AMOUNT NOT TO EXCEED \$300,000 TO THE GUARANTEED MAXIMUM PRICE (“GMP”) PROPOSAL DATED AUGUST 25, 2022 SUBMITTED BY KOKOLAKIS CONSTRUCTION CO, INC. (“KOKOLAKIS”) FOR CONSTRUCTION-PHASE SERVICES FOR THE SANITATION BUILDING PROJECT, TO INCREASE THE OWNER’S CONTINGENCY; PROVIDING THAT THE TOTAL GMP FOR THE SANITATION BUILDING PROJECT SHALL NOT EXCEED \$14,314,194; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE SECOND AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK AGREEMENT WITH A GMP BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND KOKOLAKIS DATED MARCH 25, 2021, TO INCORPORATE ADDENDUM NO. 1 TO THE GMP PROPOSAL INTO SUCH AGREEMENT; APPROVING A TRANSFER IN THE AMOUNT OF \$200,000 FROM THE UNAPPROPRIATED BALANCE OF THE SANITATION OPERATING FUND (4021), TO THE SANITATION CAPITAL PROJECTS FUND (4024); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$200,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE SANITATION CAPITAL PROJECTS FUND (4024), RESULTING FROM THE ABOVE TRANSFER, TO THE NEW SANITATION FACILITY FY21 PROJECT (ECID PROJECT NO. 18238-024; ORACLE NO. 17971); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 25, 2021, the City of St. Petersburg, Florida (“City”) and Kokolakis Construction Co, Inc. (“Kokolakis”) entered into a Construction Manager at Risk Agreement with a Guaranteed Maximum Price (“GMP”) for Kokolakis to provide preconstruction and construction phase services for the Sanitation Building project (“Agreement”); and

WHEREAS, on October 6, 2022, City Council approved the First Amendment to the Agreement to incorporate the GMP proposal in the amount of \$14,014,194 into the Agreement and modify other necessary provisions; and

WHEREAS, the City and Kokolakis now desire to execute the Second Amendment to the Agreement to increase the GMP by an additional \$300,000 to increase the Owner’s Contingency for various cost items requested during the construction of the building, including changes requested by the Department of Technology (DoT), changes requested by the Sanitation Department, work associated with the installation of the public art, and other unforeseen cost increases that were unanticipated and which exceeded the original Owner’s Contingency.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that Addendum No. 1 in an amount not to exceed \$300,000 to the Guaranteed Maximum Price (“GMP”) proposal dated August 25, 2022 submitted by Kokolakis Construction Co, Inc. (“Kokolakis”), to increase the Owner’s Contingency, is hereby accepted.

BE IT FURTHER RESOLVED that the total GMP for the Sanitation Building Project shall not exceed \$14,314,194.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Second Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida, and Kokolakis dated March 25, 2021, to incorporate Addendum No. 1 to the GMP proposal into such agreement.

BE IT FURTHER RESOLVED that there is hereby approved the following transfer from the unappropriated balance of the Sanitation Operating Fund (4021) to the Sanitation Capital Projects Fund (4024) for FY24:

<u>Sanitation Operating Fund (4021)</u>	
Transfer to: Sanitation Capital Projects Fund (4024)	\$200,000

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the Sanitation Capital Projects Fund (4024), resulting from the above transfer, the following supplemental appropriation for FY24:

<u>Sanitation Capital Projects Fund (4024)</u>	
New Sanitation Facility FY21 Project	\$200,000

This resolution shall become effective immediately upon its adoption.

LEGAL:

DEPARTMENT:

BUDGET:


00742005







Approvals - gcc

Report • Printed on April 29, 2024

Approved

5/16 Council - Kokolakis - Sanitation Building - GMP

Final approval

▼ Attachments



Kokolakis - Sanitation Building

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

▼ Final status: Approved

CT

Step 3: Approved by

Claude Tankersley

4/29/2024 2:00:38 PM

MW

Step 2: Approved by

Margaret B. Wahl

4/26/2024 2:42:36 PM

BP

Step 1: Approved by

Brejesh Prayman

4/26/2024 2:42:22 PM

SJ

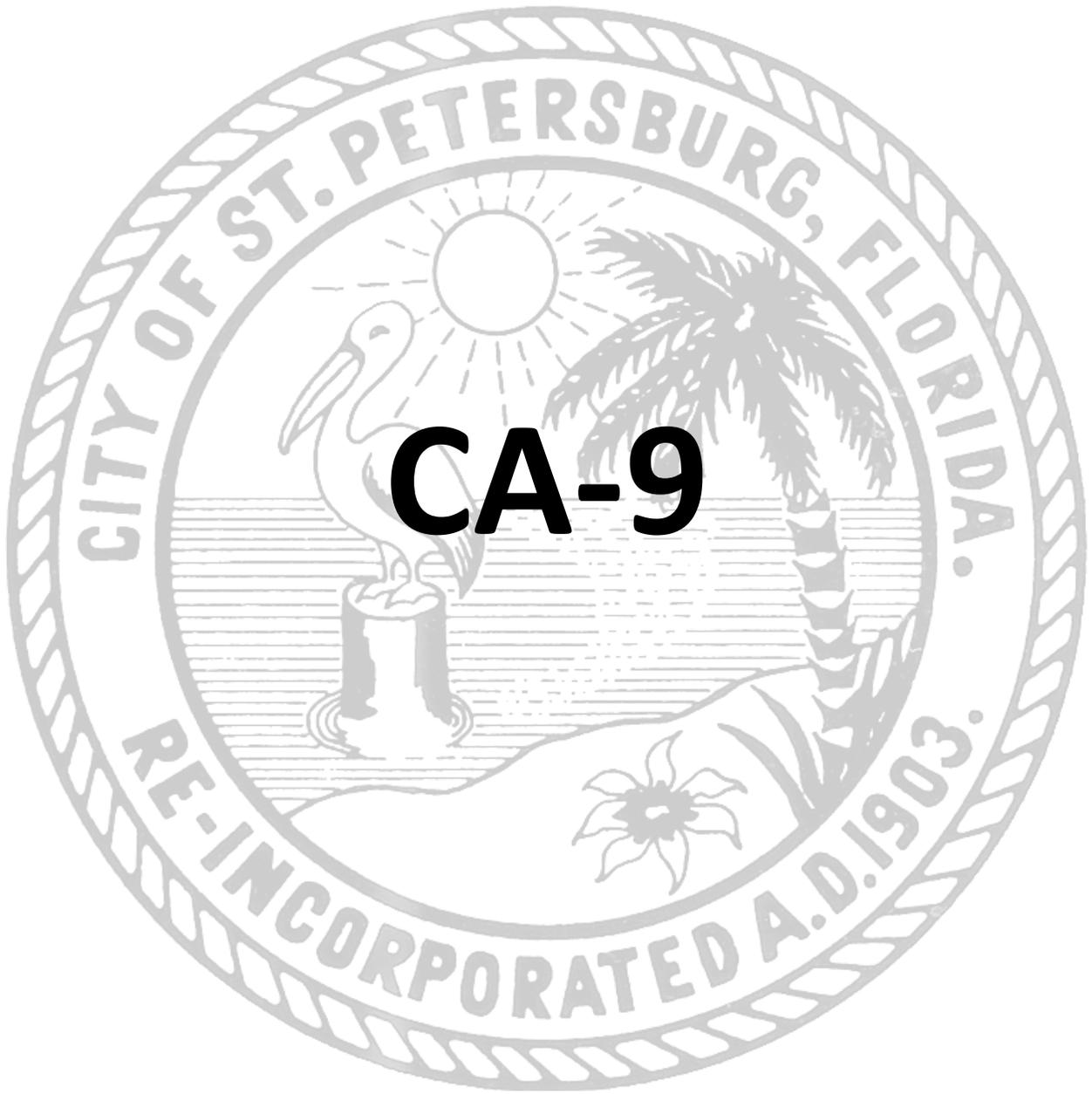
Requested by

Sarah B. Johnson

4/26/2024 2:41:48 PM

The following page(s) contain the backup material for Agenda Item: A Resolution approving the First Amendment to the Construction Contract with Ajax Paving Industries of Florida, LLC dated March 9, 2023 to expand the scope of work to include additional grading, earthwork, and drainage construction required to address unforeseen conditions related to subsurface drainage infrastructure maintained by the Florida Department of Transportation (“FDOT”) which was encountered during construction and increase the contract amount in the amount of \$323,369 for such additional scope of work related to the new service parking lot under the I-375 overpass at the corner of Dr. Martin Luther King Jr. Street North and 5th Avenue North Project; providing that the total Contract amount shall not exceed \$906,145; authorizing the Mayor or his designee to execute the First Amendment and all other documents necessary to effectuate this transaction; approving a transfer in the amount of \$349,000 from the unappropriated balance of the Parking Revenue Fund (1021) to the Downtown Parking Capital Improvement Fund (3073); approving a supplemental appropriation in the amount of \$349,000 from the unappropriated balance of the Downtown Parking Capital Improvement Fund (3073), resulting from the above transfer, to the I-375 Surface Parking Project (HUNA Park) (17734) to provide for the necessary funding for this Amendment and other engineering project management costs; and providing an effective date. (ECID Project No. 20077-112; Oracle No. 17734)

Please scroll down to view the backup material.



CA-9

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of May 16, 2024

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

SUBJECT: A Resolution approving the First Amendment to the Construction Contract with Ajax Paving Industries of Florida, LLC dated March 9, 2023 to expand the scope of work to include additional grading, earthwork, and drainage construction required to address unforeseen conditions related to subsurface drainage infrastructure maintained by the Florida Department of Transportation (“FDOT”) which was encountered during construction and increase the contract amount in the amount of \$323,369 for such additional scope of work related to the new service parking lot under the I-375 overpass at the corner of Dr. Martin Luther King Jr. Street North and 5th Avenue North Project; providing that the total Contract amount shall not exceed \$906,145; authorizing the Mayor or his designee to execute the First Amendment and all other documents necessary to effectuate this transaction; approving a transfer in the amount of \$349,000 from the unappropriated balance of the Parking Revenue Fund (1021) to the Downtown Parking Capital Improvement Fund (3073); approving a supplemental appropriation in the amount of \$349,000 from the unappropriated balance of the Downtown Parking Capital Improvement Fund (3073), resulting from the above transfer, to the I-375 Surface Parking Project (HUNA Park) (17734) to provide for the necessary funding for this Amendment and other engineering project management costs; and providing an effective date. (ECID Project No. 20077-112; Oracle No. 17734)

EXPLANATION: On March 9, 2023, City Council approved a construction contract with Ajax to provide construction services to construct a new surface parking lot under the I-375 overpass at the corner of Dr. Martin Luther King, Jr. Street North and 5th Avenue North in the amount of \$582,776 for I-375 Surface Parking Lot Project. The construction contract included construction of a new asphalt parking lot, construction of concrete sidewalk, curb and gutter, and driveways, signing and pavement markings, and installation of new and replacement of bridge-mounted lighting fixtures.

During construction, Ajax encountered unforeseen conditions related to subsurface drainage infrastructure maintained by the Florida Department of Transportation (“FDOT”). The City has negotiated with Ajax to add additional services to their scope of work to modify the original site design to accommodate the discovered FDOT facilities. The additional work will include additional grading, earthwork, and construction of drainage structures. The parking lot elevations will be raised to avoid additional subsurface drainage facilities in conflict with the original design.

The Contract and Change Order No. 1 include the following phases and associated not-to-exceed costs respectively:

Original Contract Amount	\$ 582,776
<u>Change Order No. 1</u>	<u>\$ 323,369</u>
Revised Contract Amount	\$ 906,145

A supplemental appropriation is required to provide for the necessary funding for this Amendment and other engineering project management costs.

RECOMMENDATION: Administration recommends City Council approve the attached Resolution accepting the First Amendment to the Construction Contract with Ajax Paving Industries of Florida, LLC dated March 9, 2023 to expand the scope of work to include additional grading, earthwork, and drainage

construction required to address unforeseen conditions related to subsurface drainage infrastructure maintained by the Florida Department of Transportation (“FDOT”) which was encountered during construction and increase the contract amount in the amount of \$323,369 for such additional scope of work related to the new service parking lot under the I-375 overpass at the corner of Dr. Martin Luther King Jr. Street North and 5th Avenue North Project; providing that the total Contract amount shall not exceed \$906,145; authorizing the Mayor or his designee to execute the First Amendment and all other documents necessary to effectuate this transaction; approving a transfer in the amount of \$349,000 from the unappropriated balance of the Parking Revenue Fund (1021) to the Downtown Parking Capital Improvement Fund (3073); approving a supplemental appropriation in the amount of \$349,000 from the unappropriated balance of the Downtown Parking Capital Improvement Fund (3073), resulting from the above transfer, to the I-375 Surface Parking Project (HUNA Park) (17734) to provide for the necessary funding for this Amendment and other engineering project management costs; and providing an effective date. (ECID Project No. 20077-112; Oracle No. 17734)

COST/FUNDING/ASSESSMENT INFORMATION: Funds will be available after the approval of a transfer in the amount of \$349,000 from the unappropriated balance of the Parking Revenue Fund (1021) to the Downtown Parking Capital Improvement Fund (3073) and a supplemental appropriation in the amount of \$349,000 from the unappropriated balance of the Downtown Parking Capital Improvement Fund (3073), resulting from the above transfer, to the I-375 Surface Parking Project (HUNA Park) (17734).

ATTACHMENTS: Resolution
Draft Change Order
Council Map

RESOLUTION NO. 2024-_____

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE CONSTRUCTION CONTRACT WITH AJAX PAVING INDUSTRIES OF FLORIDA, LLC DATED MARCH 9, 2023 TO EXPAND THE SCOPE OF WORK TO INCLUDE ADDITIONAL GRADING, EARTHWORK, AND DRAINAGE CONSTRUCTION REQUIRED TO ADDRESS UNFORESEEN CONDITIONS RELATED TO SUBSURFACE DRAINAGE INFRASTRUCTURE MAINTAINED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION (“FDOT”) WHICH WAS ENCOUNTERED DURING CONSTRUCTION AND INCREASE THE CONTRACT AMOUNT IN THE AMOUNT OF \$323,369 FOR SUCH ADDITIONAL SCOPE OF WORK RELATED TO THE NEW SURFACE PARKING LOT UNDER THE I-375 OVERPASS AT THE CORNER OF DR. MARTIN LUTHER KING JR. STREET NORTH AND 5TH AVENUE NORTH PROJECT; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED \$906,145; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIRST AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A TRANSFER IN THE AMOUNT OF \$349,000 FROM THE UNAPPROPRIATED BALANCE OF THE PARKING REVENUE FUND (1021) TO THE DOWNTOWN PARKING CAPITAL IMPROVEMENT FUND (3073); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$349,000 FROM THE UNAPPROPRIATED BALANCE OF THE DOWNTOWN PARKING CAPITAL IMPROVEMENT FUND (3073), RESULTING FROM THE ABOVE TRANSFER, TO THE I-375 SURFACE PARKING PROJECT (HUNA PARK) (17734) TO PROVIDE FOR THE NECESSARY FUNDING FOR THIS AMENDMENT AND OTHER ENGINEERING PROJECT MANAGEMENT COSTS; AND PROVIDING AN EFFECTIVE DATE. (ECID PROJECT NO. 20077-112; ORACLE NO. 17734)

WHEREAS, on March 9, 2023, the City and Ajax Paving Industries of Florida, LLC (“Ajax”) executed a construction contract (“Contract”) for Ajax to provide construction services for a new surface parking lot under the I-375 overpass at the corner of Dr. Martin Luther King Jr. Street North and 5th Avenue North; and

WHEREAS, Administration desires to amend the Contract to expand the scope of work for Ajax to expand the scope of work to include additional grading, earthwork, and drainage

construction and increase the contract amount in an amount not to exceed \$323,369 for such additional scope of work; and

WHEREAS funding for this amendment and Engineering project management costs will be available after approval of the budgetary action set forth in this Resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the First Amendment to the Construction Contract with Ajax Paving Industries of Florida, LLC (“Ajax”) dated March 9, 2023 to expand the scope of work for Ajax to expand the scope of work to include additional grading, earthwork, and drainage construction required to address unforeseen conditions related to subsurface drainage infrastructure maintained by the Florida Department of Transportation (“FDOT”) which was encountered during construction and increase the contract amount in an amount not to exceed \$323,369 for such additional scope of work related to the new surface parking lot under the I-375 overpass at the corner of Dr. Martin Luther King Jr. Street North and 5th Avenue North Project.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed \$906,145.

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

BE IT FURTHER RESOLVED that there is hereby approved the following transfer from the unappropriated balance of the Parking Revenue Fund (1021) to the Downtown Parking Capital Improvement Fund (3073) for FY24:

<u>Parking Revenue Fund (1021)</u>	
Transfer to: Downtown Parking	
Capital Improvement Fund (3073)	\$349,000

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the Downtown Parking Capital Improvement Fund (3073), resulting from the above transfer, the following supplemental appropriation for FY24:

<u>Downtown Parking Capital Improvement Fund (3073)</u>	
I-375 Surface Parking Project (HUNA Park) (17734)	\$349,000

This Resolution shall become effective immediately upon its adoption.

LEGAL:

00742783

DEPARTMENT:


BUDGET:




Approvals - gcc

Report • Printed on May 1, 2024

Approved

5/16 Council - Ajax - I-375 Lot - Change Order

▼ Attachments



Ajax - I-375 Lot - Change Orde

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

▼ Final status: Approved



Step 3: Approved by

Claude Tankersley

5/1/2024 10:59:05 AM



Step 2: Approved by

Margaret B. Wahl

5/1/2024 10:35:24 AM



Step 1: Approved by

Brejesh Prayman

5/1/2024 10:30:50 AM

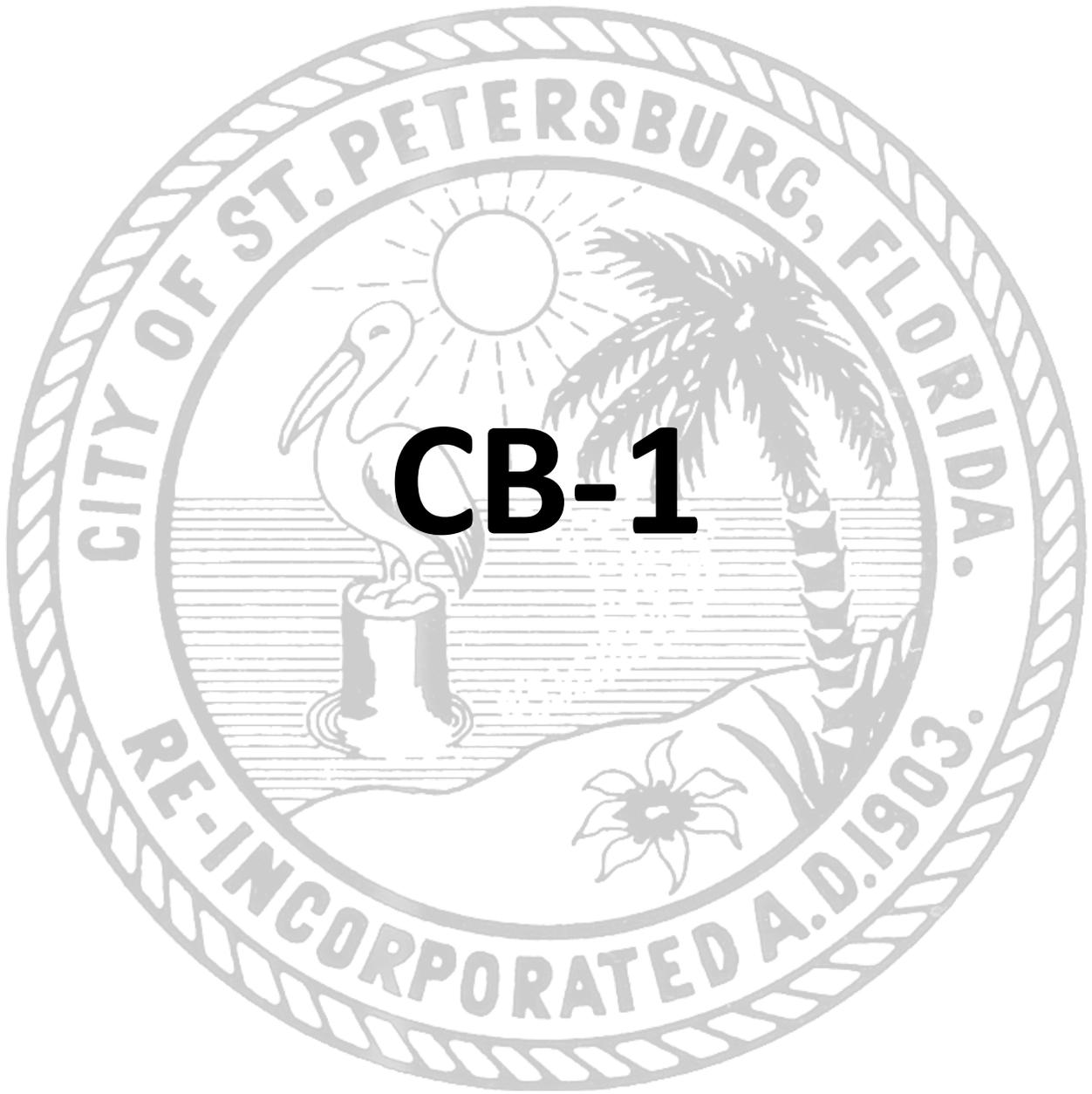


Requested by

Sarah B. Johnson

5/1/2024 10:04:59 AM

The following page(s) contain the backup material for Agenda Item: Approving a blanket purchase agreement with Brightly, LLC for cloud-based software for enterprise asset management and operations, for the Parks and Recreation Department, for a total contract amount of \$153,039.78. Please scroll down to view the backup material.



CB-1

**ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of May 16, 2024**

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

Subject: Approving a blanket purchase agreement with Brightly, LLC for cloud-based software for enterprise asset management and operations, for the Parks and Recreation Department, for a total contract amount of \$153,039.78.

Explanation: The vendor will furnish, install, implement, train, and support a single, integrated, comprehensive platform that serves as an asset work order inventory and management system. The vendor has 20 years' experience serving enterprise agencies providing them with cloud-based software that helps automate daily tasks and track asset performance. The platform allows for data collection, analysis, work-order content in real-time for monitoring, and extensive reporting capabilities.

The Parks and Recreation Department will utilize the software for work order inventory and management, data collection and analysis, request, assign, schedule, approve, and complete maintenance work.

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

Brightly, LLC (Parkland, FL).....	\$153,039.78
Year 1 - Software, installation, annual maintenance, support and training (prorated 6/1/24 - 9/30/24)	\$33,181.77
Year 2 – Annual maintenance, support (10/1/24 - 9/30/25)	\$58,183.50
Year 3 – Annual maintenance, support (10/1/25 - 3/30/26)	\$61,674.51

This purchase will be made in accordance with Section 2-186(aa) of the Procurement Code, exemption for computer hardware and software. A blanket purchase agreement will be issued and will be binding only for actual services rendered. This agreement will be effective June 1, 2024 through September 30, 2026.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001); Parks and Recreation Department, Personnel and Accounting Division (190-2325).

Attachments: Resolution

RESOLUTION NO. _____

A RESOLUTION APPROVING A THREE-YEAR BLANKET PURCHASE AGREEMENT WITH BRIGHTLY, LLC FOR CLOUD-BASED SOFTWARE FOR ENTERPRISE ASSET MANAGEMENT AND OPERATIONS FOR THE PARKS AND RECREATION DEPARTMENT; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED \$153,039.78; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to enter into a three-year blanket purchase agreement with Brightly, LLC for cloud-based software for enterprise asset management and operations for the Parks and Recreation Department (the "Purchase"); and

WHEREAS, the total contract amount for the Purchase shall not exceed \$153,039.78; and

WHEREAS, pursuant to Section 2-186(aa) of the Procurement Code, the contemplated Purchase is exempt from provisions that are otherwise set forth in the Procurement Code; and

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

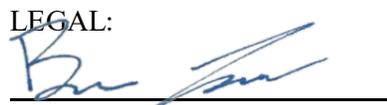
NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that a three-year blanket purchase agreement with Brightly, LLC for cloud-based software for enterprise asset management and operations for the Parks and Recreation Department is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed \$153,039.78.

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:


00742377

DEPARTMENT:



Approvals - gcc

Report • Printed on April 29, 2024

Approved

Computer Software-Brightly

Cloud based computer software for Parks and Recreation-Revised

▼ Attachments



Consent Item

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

▼ Final status: Approved

MJ

Step 4: Approved by

Michael J. Jefferis

4/29/2024 10:59:03 AM

BS

Step 3: Approved by

Barbara L. Stalbird

4/23/2024 5:06:48 PM

SS

Step 2: Approved by

Stephanie N. Swinson

4/23/2024 3:34:58 PM

LS

Step 1: Approved by

Lance N. Stanford

4/23/2024 3:30:41 PM

DS

Requested by

Desire E. Smith

4/23/2024 3:27:26 PM

The following page(s) contain the backup material for Agenda Item: Approving an increase in allocation for the Automatic Backwash (ABW) and Filter Rehabilitation at the Northwest Water Reclamation Facility (NWWRF), with MKI Services, Inc., a sole source vendor, for the Water Resources Department, in the amount \$99,864.
Please scroll down to view the backup material.



CB-2

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of May 16, 2024

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

Subject: Approving an increase in allocation for the Automatic Backwash (ABW) and Filter Rehabilitation at the Northwest Water Reclamation Facility (NWWRF), with MKI Services, Inc., a sole source vendor, for the Water Resources Department, in the amount \$99,864.

Explanation: The vendor will furnish, deliver, remove, and install five (5) new Veolia ABW filter traveling bridge rails, backwash pump shoes, compression springs, cell divider caps, wear strip kits, and silica sand media, including all associated components and hardware. The Veolia ABW filter parts will be a direct OEM replacement for the existing filter parts located in the filtration system at the NWWRF. The presently installed filters are forty-four (44) years old and have exceeded their maximum recommended operational lifespan. Due to the age, corrosive conditions, and ongoing failure of the existing equipment, replacement is essential.

The Procurement and Supply Management Department, in cooperation with the Water Resources Department, recommends for an allocation increase:

MKI Services, Inc. (Boca Raton, FL)..... \$99,864

The original agreement was approved by City Council on May 4, 2023 and the total spend to date is \$992,000. An allocation increase is needed as it was discovered upon teardown for the installation of the new bridge rails and media, the tile caulking under the media has deteriorated to a point of needing to be replaced. The installation of new tile caulking will prevent the new filter media from being washed out. The condition of the caulking could not be evaluated until the media was removed and the until dismantled. The additional cost of the tile caulking was not known or requested in the original amount, therefore an allocation increase is requested.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), WRF NW Filter Rehab 1-3 FY23 Project (19362).

Attachments: Resolution

RESOLUTION NO. ____

A RESOLUTION APPROVING AN INCREASE IN THE AMOUNT OF \$99,864 TO THE ALLOCATION FOR THE AGREEMENT WITH MKI SERVICES, INC. FOR AUTOMATIC BACKWASH AND FILTER REHABILITATION AT THE NORTHWEST WATER RECLAMATION FACILITY; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 4, 2023, City Council approved an agreement with MKI Services, Inc. for Automatic Backwash (ABW) and Filter Rehabilitation at the Northwest Reclamation Facility (NWWRF) (“Agreement”); and

WHEREAS, an increase in the amount of \$99,864 to the allocation for the Agreement is needed to install replace deteriorated tile caulking with new tile caulking; and

WHEREAS, the Procurement and Supply Management Department, in cooperation with the Water Resources Department, recommends approval of this resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that an increase in the amount of \$99,864 to the allocation for the agreement with MKI Services, Inc. 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:



00741862

DEPARTMENT:





Approvals - gcc

Report • Printed on April 22, 2024

Approved

Consent Approval :890-77 Filter Backwash, May 16, 2024

Hi,

Please see the attached consent item for an allocation increase of \$99,864 for the backwash filter rehab.

Thank you!

▼ Attachments



Consent Agenda

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

▼ Final status: Approved



Step 4: 1 of 2 recipients approved >

Sarah B. Johnson, Claude Tankersley



Step 3: Approved by

John E. Palenchar

4/22/2024 9:07:28 AM



Step 2: Approved by

Stephanie N. Swinson

4/18/2024 7:29:37 PM



Step 1: Approved by

Margaret B. Wahl

4/18/2024 5:21:32 PM

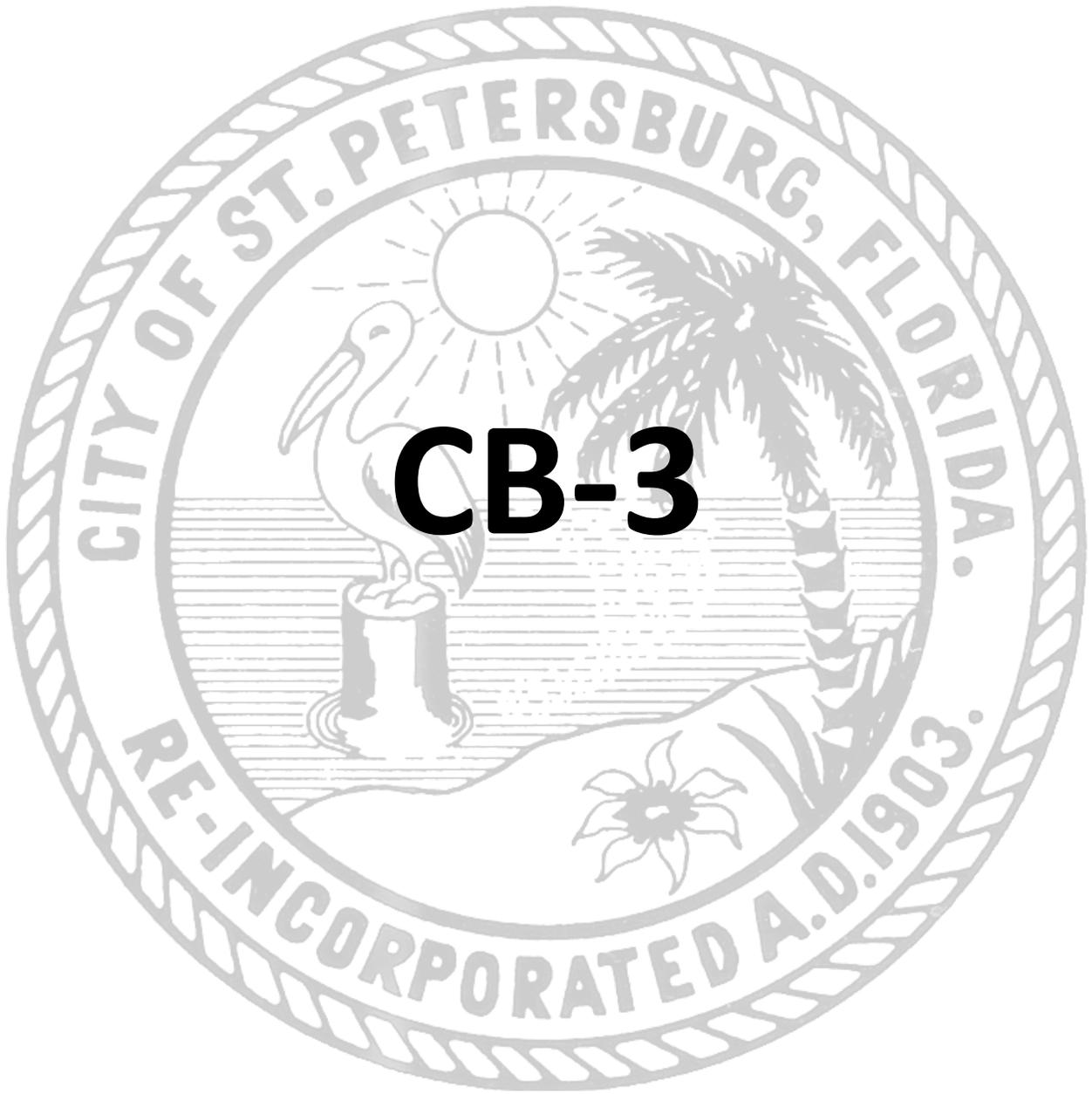


Requested by

Adam E. Williams

4/18/2024 4:37:15 PM

The following page(s) contain the backup material for Agenda Item: Approving the renewal of blanket purchase agreements with M S Industrial, LLC, and Exoalloy LLC, for the Water Resources Department, for machine shop services, in the amount of \$100,000.
Please scroll down to view the backup material.



CB-3

**ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of May 16, 2024**

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

Subject: Approving the renewal of blanket purchase agreements with M S Industrial, LLC, and Exoalloy LLC, for the Water Resources Department, for machine shop services, in the amount of \$100,000.

Explanation: The vendors will provide all labor, supervision, tools, equipment, materials, and vehicles necessary to perform in-shop services, as well as on-site services at City facilities. Services will include, but are not limited to repairing, rebuilding, metalizing, weldment build-up, epoxy-metal build-up, and machining. Additional services are needed to accommodate the aging infrastructure for 85 lift stations and three Water Reclamation facilities that are now past their design life expectancy. Due to the diverse scope and quantity of work, multiple awards are recommended to ensure that the City has readily available service from these vendors when and where it is needed. Lift Station standards that are currently being developed by the City will require the Water Resources Department to acquire outside services to meet additional maintenance and rehabilitation demands.

The Procurement and Supply Management Department in cooperation with the Water Resources Department, recommends for award:

Machine Shop Services\$100,000

M S Industrial, LLC (Lakeland)
Exoalloy LLC (Tampa)

The original agreements were executed on June 10, 2021 and \$687,000 has been spent during the initial term. The vendors have agreed to renew under the same terms and conditions. Administration recommends renewal of the agreements based on the vendor's past satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreement. The renewals will be effective from the date of approval through May 31, 2026, with no renewal options remaining.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Operating Fund (4001), Water Resources Department (420), Various Divisions.

Attachments: Resolution

RESOLUTION NO. ____

A RESOLUTION APPROVING THE FIRST AND ONLY TWO-YEAR RENEWAL OPTION TO THE AGREEMENTS WITH M S INDUSTRIAL, LLC AND EXOALLOY, LLC FOR MACHINE SHOP SERVICES AND AN INCREASE TO THE AGREEMENTS BY A TOTAL COMBINED AMOUNT NOT TO EXCEED \$100,000 FOR THE RENEWAL TERM; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 10, 2021, the City entered into three-year Agreements with one two-year renewal option with M S Industrial, LLC and Exoalloy, LLC (“Vendors”) for machine shop services in an amount not to exceed \$1,200,000 (“Agreements”); and

WHEREAS, the initial term of the Agreements will expire May 31, 2024; and

WHEREAS, Administration desires to exercise the first and only two-year renewal option in the Agreements to extend the terms through May 31, 2026, and to increase the Agreements by a total combined amount not to exceed \$100,000 for the renewal terms; and

WHEREAS, the Vendors have agreed to renew under the same terms and conditions; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Water Resources Department, recommends approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that exercising the first and only two-year renewal option to the Agreements with M S Industrial, LLC and Exoalloy, LLC for machine shop services to extend the term through May 31, 2026, and increasing the Agreements by a total combined amount not to exceed \$100,000 for the renewal term is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

LEGAL:

Sarah Tucker

00742330

DEPARTMENT:

John E. Palumbo



Approvals - gcc

Report • Printed on April 22, 2024

Approved

Consent Approval: 936-35 Machine Shop Services May 16 2024

Hi,

Please review and approve the consent item for the May 16th council meeting for 936-35 Machine Shop Services

▼ Attachments

Consent Agenda

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

▼ Final status: Approved



Step 4: 1 of 2 recipients approved >

Claude Tankersley, Sarah B. Johnson



Step 3: Approved by

John E. Palenchar

4/18/2024 4:00:07 PM



Step 2: Approved by

Stephanie N. Swinson

4/18/2024 3:59:24 PM



Step 1: Approved by

Margaret B. Wahl

4/18/2024 3:55:50 PM

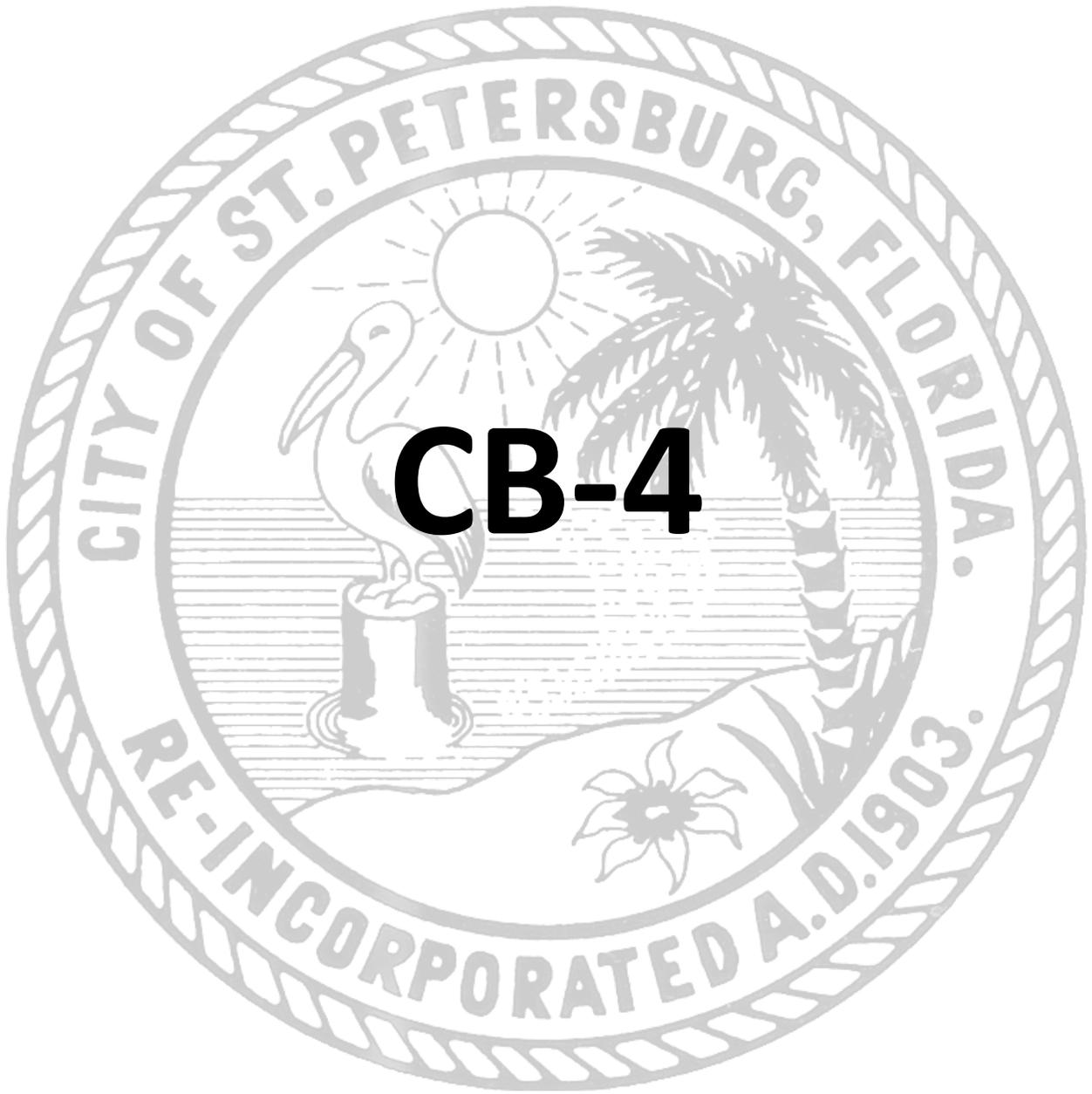


Requested by

Adam E. Williams

4/18/2024 3:53:56 PM

The following page(s) contain the backup material for Agenda Item: A resolution authorizing the Mayor, or his designee, to execute a License Agreement with St. Petersburg Bike Cooperative Inc., a Florida not-for-profit corporation, for the use of ±480 square feet of building space adjacent to the shuffleboard courts within the City-owned Mirror Lake Recreation Complex generally located at 536 4th Avenue North, St. Petersburg, Florida, for a period of thirty-six (36) months for a monthly rental rate of \$48.00; and waiving the reserve for replacement requirement of City Council Resolution No. 79-740A. Requires affirmative vote of at least six (6) members of City Council.
Please scroll down to view the backup material.



CB-4

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of May 16, 2024

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

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a License Agreement with St. Petersburg Bike Cooperative Inc., a Florida not-for-profit corporation, for the use of ±480 square feet of building space adjacent to the shuffleboard courts within the City-owned Mirror Lake Recreation Complex generally located at 536 4th Avenue North, St. Petersburg, Florida, for a period of thirty-six (36) months for a monthly rental rate of \$48.00; and to execute all documents necessary to effectuate same; waiving the reserve for replacement requirement of City Council Resolution No. 79-740A; and providing an effective date. ***(Requires affirmative vote of at least six (6) members of City Council.)***

EXPLANATION: The Real Estate and Property Management Department received a request from St. Petersburg Bike Cooperative Inc. ("St. Pete Bike Co-Op") to enter into a new license agreement for use of ±480 sq. ft. of building space to utilize as workshop/storage space within City-owned Mirror Lake Recreation Complex, which is illustrated and described in the attached illustration ("Premises").

Since 2013, St. Pete Bike Co-Op has operated a bicycle cooperative that provides affordable services of bicycle repairs and parts at low or no cost to the community, in addition to providing bicycle related education programs, promoting bicycle safety, encouraging reuse and recycling, and promoting general bicycle advocacy.

The proposed License Agreement ("License") will be for a term of thirty-six (36) months, subject to City Council approval, with the terms and conditions providing St. Pete Bike Co-Op ("Licensee") with the same basic rights and privileges it has enjoyed during the preceding term. The rental rate is forty-eight dollars (\$48.00) per month for utility reimbursement, plus applicable sales tax, during the entire term.

The Licensee shall maintain the interior of the Premises and the City shall maintain the exterior of the Premises. Additionally, the Licensee is required to maintain a commercial general liability insurance policy in the amount of \$1,000,000 per occurrence with a \$2,000,000 aggregate, protecting the City against all claims or demands that may arise or be claimed on account of the Licensee's use of the Premises. The License may be terminated without cause by either party with ninety (90) days written notice prior to the scheduled date of termination.

City Council Resolution No. 79-740A, dated October 4, 1979, establishes policies for the sale and leasing of City-owned park and waterfront property. This resolution requires that when leasing City property to a non-profit, private organization ". . . the organization pays operating costs plus a reserve for replacement." Due to the limited financial resources of this organization, nominal rent is being charged and it is recommended that the reserve for replacement requirement be waived in an effort to minimize operating costs. These terms and conditions are consistent with prior leases of non-profit organizations. Under the terms of the License, "the City is under no obligation to provide a replacement facility under any circumstances."

Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of licenses for commercially-zoned park or waterfront property for five (5) years or less with approval by an affirmative vote of at least six (6) members of City Council. The subject property is zoned Downtown Center - 2 (DC-2).

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a License Agreement with St. Petersburg Bike Cooperative Inc., a Florida not-for-profit corporation, for the use of ±480 square feet of building space adjacent to the shuffleboard courts within the City-owned Mirror Lake Recreation Complex generally located at 536 4th Avenue North, St. Petersburg, Florida, for a period of thirty-six (36) months for a monthly rental rate of \$48.00; and to execute all documents necessary to effectuate same; waiving the reserve for replacement requirement of City Council Resolution No. 79-740A; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration:  *AMF*
Budget: N/A

**ILLUSTRATION
Premises Aerial**

Mirror Lake Recreation Complex



Premises: Approximately 75% of the 640 square foot building, or 480 square feet, with the other 25% used by the St. Petersburg Shuffleboard Club, permanently spaced with two keys.

Legal Description: (MIRROR LAKE PARK-LANDMARK SITE) BEG NE COR OF 3RD AVE N & 7TH ST N TH N 337 FT(S) TH SE'LY 175FT(S) TH E 330FT(S) TH S 370FT TO N R/W LN OF 3RD AVE TH W ALG R/W TO POB CONT 3.44AC(C)

Pinellas County Property I.D. No.: 19/31/17/00000/210/0100

RESOLUTION NO. 2024-_____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT WITH ST. PETERSBURG BIKE COOPERATIVE INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR THE USE OF ±480 SQUARE FEET OF BUILDING SPACE ADJACENT TO THE SHUFFLEBOARD COURTS WITHIN THE CITY-OWNED MIRROR LAKE RECREATION COMPLEX GENERALLY LOCATED AT 536 4TH AVENUE NORTH, ST. PETERSBURG, FLORIDA, FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR A MONTHLY RENTAL RATE OF \$48.00; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; WAIVING THE RESERVE FOR REPLACEMENT REQUIREMENT OF CITY COUNCIL RESOLUTION NO. 79-740A; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, St. Petersburg Bike Cooperative Inc. ("Licensee") desires to enter into a license agreement for use of ±480 sq. ft. of building space adjacent to the shuffleboard courts as workshop/storage space within City-owned Mirror Lake Recreation Complex generally located at 536 4th Avenue North, St. Petersburg, Florida; and

WHEREAS, the proposed License Agreement ("License") will be for a term of thirty-six (36) months at a rental rate of \$48.00 per month for utility reimbursement during the entire term; and

WHEREAS, the Licensee is responsible for all interior maintenance of the Premises and any applicable sales tax and insurance; and

WHEREAS, the License is in accordance with the policies established in Resolution No. 79-740A with the exception that the reserve for replacement requirement is being waived to reduce the organization's operating costs; and

WHEREAS, due to the limited financial resources of the Licensee, the City is charging nominal rent and recommending that the reserve for replacement requirement be waived in an effort to minimize operating costs; and

WHEREAS, these terms and conditions are consistent with prior licenses with this and other non-profit organizations; and

WHEREAS, Section 1.02 (c)(2) of the City Charter permits City Council approval of licenses for commercially-zoned park or waterfront property for five (5) years or less with approval by an affirmative vote of at least six (6) members of City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his designee, is hereby authorized to execute a License Agreement with St. Petersburg Bike Cooperative Inc., a Florida not-for-profit corporation, for the use of ±480 square feet of building space adjacent to the shuffleboard courts within the Mirror Lake Recreation Complex generally located at 536 4th Avenue North, St. Petersburg, Florida, for a period of thirty-six (36) months for a monthly rental rate of \$48.00; and to execute all documents necessary to effectuate same.

BE IT FURTHER RESOLVED that the reserve for replacement requirement of City Council Resolution No. 79-740A is waived.

This Resolution shall become effective immediately upon its adoption.

Legal:



City Attorney (Designee)
00742677

Community Enrichment Administration:



Michael J. Jefferis, Administrator

Real Estate and Property Management:



Aaron Fisch, Director

The following page(s) contain the backup material for Agenda Item: A resolution authorizing the Mayor, or his designee, to execute a Lease Agreement with the Pasadena Card Club, Inc., a Florida not-for-profit corporation, for the use of City-owned park property located at 10 Park Street North, St. Petersburg, Florida, for a period of thirty-six (36) months for an aggregate fee of \$36.00; and waiving the reserve for replacement requirement of City Council Resolution No. 79-740A. Please scroll down to view the backup material.



CB-5

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of May 16, 2024

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

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a Lease Agreement with the Pasadena Card Club, Inc., a Florida not-for-profit corporation, for the use of City-owned park property located at 10 Park Street North, St. Petersburg, Florida, for a period of thirty-six (36) months for an aggregate fee of \$36.00; and to execute all documents necessary to effectuate same; waiving the reserve for replacement requirement of City Council Resolution No. 79-740A; and providing an effective date. *(Requires affirmative vote of at least six (6) members of City Council.)*

EXPLANATION: The Real Estate and Property Management Department received a request from Pasadena Card Club, Inc. ("PCC") to enter into a new lease agreement for the use of a 3,156 sq. ft. building located within the northern portion of City-owned Sunset Park at 10 Park Street North, St. Petersburg, Florida that PCC has utilized since 1966 for recreational and social activities.

The proposed Lease Agreement ("Lease") will be for a term of thirty-six (36) months, subject to City Council approval, with the terms and conditions providing it with the same basic rights and privileges it has enjoyed during the preceding term. The fee is one dollar (\$1.00) per month or thirty-six dollars (\$36.00) for the entire term. The Lessee is responsible for all interior and exterior maintenance of the building and utilities including, but not limited to, water, electric, sewer, gas, trash collection and stormwater fees, in addition to any applicable taxes and insurance. Additionally, the Lessee will maintain a commercial general liability insurance policy in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of the Lessee's use of the Premises. The Lease may be terminated without cause by either party with one hundred eighty (180) days written notice prior to the scheduled date of termination.

City Council Resolution No. 79-740A, dated October 4, 1979, establishes policies for the sale and leasing of City-owned park and waterfront property. This resolution requires that when leasing City property to a non-profit, private organization ". . . the organization pays operating costs plus a reserve for replacement." Due to the limited financial resources of this organization, nominal rent is being charged and it is recommended that the reserve for replacement requirement be waived in an effort to minimize operating costs. These terms and conditions are consistent with prior leases with this and other non-profit organizations. Under the terms of the Lease, "the City is under no obligation to provide a replacement facility under any circumstances."

Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council to approve leases for residentially-zoned park or waterfront property for three (3) years or less by an affirmative vote of at least six (6) members of City Council. The subject property is zoned (NS-E) Neighborhood Suburban Estate.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a Lease Agreement with the Pasadena Card Club, Inc., a Florida not-for-profit corporation, for the use of City-owned park property located at 10 Park Street North, St. Petersburg, Florida, for a period of thirty-six (36) months for a fee of \$36.00; and to execute all documents necessary to effectuate same; waiving the reserve for replacement requirement of City Council Resolution No. 79-740A; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

APPROVALS:

Administration:


_____ *AMF*

Budget:

_____ N/A

ILLUSTRATION



RESOLUTION NO. 2024-_____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LEASE AGREEMENT WITH PASADENA CARD CLUB, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR THE USE OF CITY-OWNED PARK PROPERTY LOCATED AT 10 PARK STREET NORTH, ST. PETERSBURG, FLORIDA FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR AN AGGREGATE FEE OF \$36.00; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; WAIVING THE RESERVE FOR REPLACEMENT REQUIREMENT OF CITY COUNCIL RESOLUTION NO. 79-740A; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Pasadena Card Club, Inc. ("Lessee") desires to lease certain City-owned real property, which is classified as park property on the City Park and Waterfront Map, for use as a facility for recreational and social activities; and

WHEREAS, the proposed Lease Agreement ("Lease") will be for a term of thirty-six (36) months, at an aggregate fee of \$36.00, to be paid on or before commencement of the Lease, with the Lessee assuming all maintenance and utility obligations; and

WHEREAS, the Lessee will maintain a commercial general liability insurance policy in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of the Lessee's use of the Premises; and

WHEREAS, due to the limited financial resources of the organization, the City is charging nominal rent and recommending that the reserve for replacement requirement of City Council Resolution No. 79-740A be waived in an effort to minimize operating costs; and

WHEREAS, these terms and conditions are consistent with prior leases with this and other non-profit organizations; and

WHEREAS, Section 1.02 (c)(2) of the City Charter permits City Council to approve leases for residentially-zoned park or waterfront property for three (3) years or less by an affirmative vote of at least six (6) members of City Council.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his designee, is hereby authorized to execute a Lease Agreement with the Pasadena Card Club, Inc., a Florida not-for-profit corporation, for use of City-owned park property located at 10 Park Street North, St. Petersburg, Florida, for a period of thirty-six (36) months for a fee of \$36.00; and to execute all documents necessary to effectuate same.

BE IT FURTHER RESOLVED that the reserve for replacement requirement of City Council Resolution No. 79-740A is waived.

This Resolution shall become effective immediately upon its adoption.

Legal:



City Attorney (Designee)
00742718

Community Enrichment Administration:

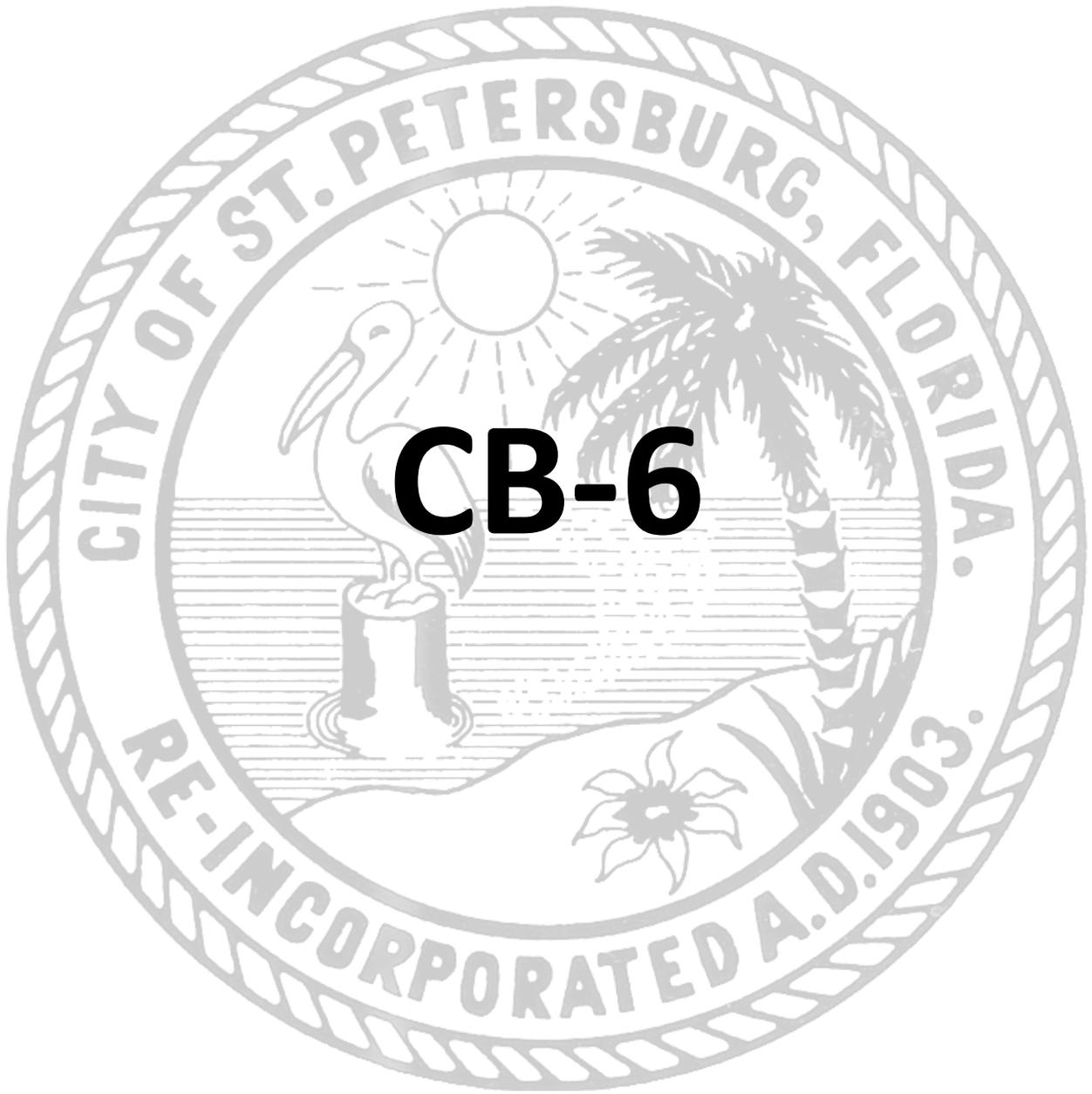
Michael J. Jefferis, Administrator

Real Estate and Property Management:



Aaron Fisch, Director

The following page(s) contain the backup material for Agenda Item: A resolution authorizing the Mayor, or his designee, to execute a License Agreement with ALD Organizing Committee, Inc., a Florida corporation, for the use of City-owned vacant land generally located at 1210 - 1236 18th Avenue South, St. Petersburg, Florida, on May 25, 2024 for a use fee of \$10.00, to provide staging for activities while hosting a community event.
Please scroll down to view the backup material.



CB-6

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of May 16, 2024

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

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a License Agreement with ALD Organizing Committee Inc., a Florida not for profit corporation, for the use of City-owned vacant land generally located at 1210 - 1236 18th Avenue South, St. Petersburg, Florida, on May 25, 2024 for a use fee of \$10.00, to provide staging for activities while hosting a community event; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: Upon receiving a request from ALD Organizing Committee Inc., a Florida not for profit corporation ("Licensee"), Administration directed Real Estate and Property Management to initiate a license agreement with the Licensee to utilize City-owned vacant land generally located at 1210 - 1236 18th Avenue South, St. Petersburg ("Property") to provide staging for activities, including live music, while hosting an African Liberation Day community event on May 25, 2024.

The Property is described as follows:

Pinellas County Parcel I. D. No.: 25/31/16/00000/430/0100
25/31/16/00000/430/0210
25/31/16/00000/430/0300
25/31/16/00000/430/0200
25/31/16/84726/000/0010

Approximate Street Address: 1210-1236 18th Avenue South, St. Petersburg

The proposed License Agreement ("Agreement") will be for a term of one (1) day on May 25, 2024, subject to City Council approval. The Licensee shall pay a use fee of \$10.00 to the City for term. The Agreement provides that the Licensee shall be responsible for all applicable costs (including installation, deposits, and usage) for utilities associated with the Licensee's use of the Property and Licensee 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 the Licensees community event. Additionally, the Licensee shall maintain a \$1,000,000 Commercial General Liability policy, protecting the City against all claims which may arise or be claimed on account of the Licensee's use of the Property. The Licensee shall maintain the Property at its own cost and expense, remove all goods and effects used during the event, and deliver up the Property in good condition clean and clear of trash and other debris upon expiration of the Agreement. In consideration of the Property being located immediately adjacent to a residential neighborhood, Administration requested the Licensee to notify the abutting property owners of the event.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a License Agreement with ALD Organizing Committee Inc., a Florida not for profit corporation, for the use of City-owned vacant land generally located at 1210 - 1236 18th Avenue South, St. Petersburg, Florida, on May 25, 2024 for a use fee of \$10.00, to provide staging for activities while hosting a community event; and to execute all documents necessary to effectuate same.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration:


_____ *AML*

Budget:

_____ N/A

ILLUSTRATION

(City-owned Property)



PROPERTY LOCATION

Approximate Address: 1210 - 1236 18th Avenue South, St. Petersburg

Parcel ID Numbers: 25/31/16/00000/430/0100; 25/31/16/00000/430/0210;
25/31/16/00000/430/0300; 25/31/16/00000/430/0200;
25/31/16/84726/000/0010

RESOLUTION NO. 2024 - _____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT WITH ALD ORGANIZING COMMITTEE INC., A FLORIDA NOT FOR PROFIT CORPORATION, FOR THE USE OF CITY-OWNED VACANT LAND GENERALLY LOCATED AT 1210 - 1236 18TH AVENUE SOUTH, ST. PETERSBURG, FLORIDA, ON MAY 25, 2024 FOR A USE FEE OF \$10.00, TO PROVIDE STAGING FOR ACTIVITIES WHILE HOSTING A COMMUNITY EVENT; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, upon receiving a request from ALD Organizing Committee Inc., a Florida not for profit corporation ("Licensee"), Administration directed Real Estate and Property Management to initiate a license agreement with the Licensee to utilize City-owned vacant land generally located at 1210 - 1236 18th Avenue South, St. Petersburg, Florida ("Property") to provide staging for activities, including live music, while hosting an African Liberation Day community event on May 25, 2024; and

WHEREAS, the proposed License Agreement ("Agreement") will be for a term of one (1) day with a one-time use fee of ten dollars (\$10.00), subject to City Council approval; and

WHEREAS, the Agreement provides that the Licensee shall be responsible for all applicable costs for any utilities (including installation, deposits, and usage) and obtaining appropriate insurance, as well as securing any and all necessary permits, licenses, certifications and approvals which may be required by any government agency in connection with the Licensees community event on the Property.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his designee, is authorized to execute a license agreement with ALD Organizing Committee Inc., a Florida not for profit corporation, for the use of City-owned vacant land generally located at 1210 - 1236 18th Avenue South, St. Petersburg, Florida, on May 25, 2024 for a use fee of \$10.00, to provide staging for activities while hosting a community event and to execute all documents necessary to effectuate same.

This resolution shall become effective immediately upon its adoption.

Legal:



City Attorney (Designee)
00743107

City Development Administration:



James Corbett, Administrator

The following page(s) contain the backup material for Agenda Item: Acknowledging the selection of Kimley-Horn and Associates, Inc., as the most qualified firm for Consulting Services, Innovation District Master Plan, for planning services in the amount of \$449,924; authorizing the Mayor or his designee to execute an Architect/Engineer agreement with Kimley-Horn and Associates, Inc., to complete the Innovation District Master Plan; Approving a funding agreement with the St. Petersburg Innovation District, Inc. and authorizing the Mayor or his designee to execute the funding agreement; and Appropriating funds to the Innovation District Master Plan project. Please scroll down to view the backup material.



CB-7

ST. PETERSBURG CITY COUNCIL
Consent Agenda

Meeting of May 16, 2024

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

SUBJECT Acknowledging the selection of Kimley-Horn and Associates, Inc. (“Kimley-Horn”) as the most qualified firm to provide planning services for the development of an Innovation District Master Plan (“Project”); approving an Architect/Engineer Agreement (“A/E Agreement”) with Kimley-Horn for Kimley-Horn to provide planning services for the Project in an amount not to exceed \$449,924; approving a funding agreement (“Funding Agreement”) between the City of St. Petersburg, Florida (“City”) and St. Petersburg Innovation District, Inc. (“Agency”), for Agency to contribute \$200,000 toward the Project. Authorizing the Mayor or His Designee to execute the funding agreement; approving a supplemental appropriation in the amount of \$200,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from funds received from the Agency, to the Innovation District Master Plan Project (20257); approving a transfer in the amount of \$250,000 from the unappropriated balance of the Bayboro Harbor Tax Increment Financing District Fund (1106) to the Tax Increment Financing Capital Improvement Fund (3005); approving a supplemental appropriation in the amount of \$250,000 from the increase in the unappropriated balance of the Tax Increment Financing Capital Improvement Fund (3005), resulting from the above transfer, to the Innovation District Master Plan Project (20257); and providing an effective date.

EXPLANATION – Consultant Selection

On April 21, 2023, the City issued a Request for Qualifications, RFQ No. 8631, for Consulting Services, Innovation District Master Plan. On June 6, 2023, the City received seven Statements of Qualifications (SOQs) from the following firms:

1. Beyer, Blinder, Belle Architects & Planners, LLP
2. Dover, Kohl & Partners
3. Fourth Economy Consulting, Inc.
4. Hellmuth, Obata, Kassabaum, Inc.
5. Kimley-Horn and Associates, Inc.
6. Stantec Consulting Services Inc.
7. Vanasse, Hangen Brustlin, Inc.

Evaluations of the proposals were conducted by the following staff:

Brian Caper, Economic Development Director
Elizabeth Abernethy, Planning and Development Director
Alison Barlow, Executive Director, St. Pete Innovation District
Gary Jones, Economic Development Officer
Cassidy Mutnansky, Economic Development Coordinator
Rebecca Moistner, Planner II

The Statements of Qualifications were evaluated based on the following criteria:

1. Team background and experience
2. Staff Availability
3. Project Approach
4. Relevant Project Examples
5. Is the firm an SBE/WBE/MBE/DBE
6. Does the Project Team include SBE/WBE/MBE/DBE

On June 13, 2023, the SOQs were evaluated solely on the evaluation criteria established in the RFQ. The evaluation committee discussed each firms' qualifications and decided on a shortlist. The shortlisted firms were as follows:

1. Kimley-Horn and Associates, Inc.
2. Stantec Consulting Services Inc
3. Vanasse, Hangen, Brustlin, Inc.

On July 17, 2023, the three firms were invited to make oral presentations before the evaluation committee, the evaluation committee considered the oral presentations and interviewed three firms. Kimley-Horn and Associates, Inc., the highest ranked firm, was recommended for award. Kimley-Horn and Associates, Inc. will create a master plan for the St. Petersburg Innovation District located immediately south of downtown that includes Economic Development, Housing, Transportation, Public Realm, Technology, Funding, and Implementation strategies.

EXPLANATION – Innovation District Master Plan and Funding

The St. Petersburg Innovation District was officially established in 2016 as a critical cluster of institutional and industrial members actively working to form a cohesive district centered on the common theme of innovation. The planning area boundaries are generally from Interstate 175 to 18th Avenue South between Booker Creek/5th Street South and Tampa Bay. The Innovation District will contribute \$200,000 of funding to the City to be used to hire a planning consultant to prepare a master plan for the innovation district, to include information gathering,

market/economic development recommendations, land use strategy recommendations/special area plan development, and infrastructure recommendations.

The Innovation District Streetscape and Connectivity Conceptual Plan was completed in 2017 that identified multimodal and streetscape projects to better connect institutions and provide a more cohesive District that encourages more interaction. The Innovation District has not had a district-wide master plan since its creation. This plan will also replace and go beyond the scope of the Bayboro Harbor Redevelopment Plan that expired in 2018. The Innovation District Master Plan will provide the foundation for business expansion and redevelopment of the District by taking a comprehensive approach in evaluating Land Use, Streetscape, Transportation, Infrastructure and Economic Development components.

The tasks in the Architect/Engineer agreement are as follows:

1. Project Management and Coordination
2. Information Gathering/Benchmarking and Analysis
3. Market/Economic Development Recommendations
4. Land Use Strategy Recommendations/Special Area Plan Development
5. Infrastructure Recommendations
6. Public and Stakeholder Engagement
7. Draft and Final Master Plan Document

The Innovation District Master Plan also specifically address sustainability and resiliency components, determine institutional stakeholder needs, recommend mobility, public realm and placemaking improvements, and provide funding options. Key aspects of the plan will include recommendations for Hub2 expansion planning support for the area next to the Maritime and Defense Technology (Hub), improving institutional space/shared space needs, pedestrian conditions, workforce housing, parking, mix of desired businesses, connections with adjacent neighborhoods and districts, development regulation amendments and funding options. This master plan is expected to take approximately twelve months to complete.

FUNDING AGREEMENT

The total master plan cost is \$450,000 with the City funding \$250,000 and the St. Petersburg Innovation District organization funding \$200,000. The City will be responsible for plan coordination with the consultant and Innovation District, and invoice payments with Kimley-Horn. The City will invoice the St. Petersburg Innovation District organization for one-half of the contribution (\$100,000) no later than 15 days after the execution date of the funding agreement that is to be paid within 30 days. The City will invoice the St. Petersburg Innovation organization for the remaining one-half of the contribution (\$100,000) no earlier than six months after the execution date of the funding agreement that is to be paid within 30 days.

The City will return any unused funds to the St. Petersburg Innovation District if this project is terminated by the City, unless termination is caused by the St. Petersburg Innovation District failing to make their second payment.

RECOMMENDATION: Administration recommends APPROVAL of the resolution - Acknowledging the selection of Kimley-Horn and Associates, Inc. (“Kimley-Horn”) as the most qualified firm to provide planning services for the development of an Innovation District Master Plan (“Project”); approving an Architect/Engineer Agreement (“A/E Agreement”) with Kimley-Horn for Kimley-Horn to provide planning services for the Project in an amount not to exceed \$449,924; approving a funding agreement (“Funding Agreement”) between the City of St. Petersburg, Florida (“City”) and St. Petersburg Innovation District, Inc. (“Agency”), for Agency to contribute \$200,000 toward the Project. Authorizing the Mayor or His Designee to execute the funding agreement; approving a supplemental appropriation in the amount of \$200,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from funds received from the Agency, to the Innovation District Master Plan Project (20257); approving a transfer in the amount of \$250,000 from the unappropriated balance of the Bayboro Harbor Tax Increment Financing District Fund (1106) to the Tax Increment Financing Capital Improvement Fund (3005); approving a supplemental appropriation in the amount of \$250,000 from the increase in the unappropriated balance of the Tax Increment Financing Capital Improvement Fund (3005), resulting from the above transfer, to the Innovation District Master Plan Project (20257); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Revenues in the amount of \$200,000 will be received from the St. Petersburg Innovation District, Inc. and deposited into the General Capital Improvement Fund (3001). Funds will be available after approval of a supplemental appropriation in the amount of \$200,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from these revenues, to the Innovation District Master Plan Project (20257). The city portion of the project funding will be available after the approval of a transfer in the amount of \$250,000 from the unappropriated balance of the Bayboro Harbor Tax Increment Financing District Fund (1106) to the Tax Increment Financing Capital Improvement Fund (3005) and a supplemental appropriation in the amount of \$250,000 from the increase in the unappropriated balance of the Tax Increment Financing Capital Improvement Fund (3005), resulting from the above transfer, to the Innovation District Master Plan Project (20257).

ATTACHMENTS: Resolution
Innovation District Planning Area Map
A/E Agreement – Kimley-Horn and Associates, Inc.
Funding Agreement – St. Petersburg Innovation District, Inc.

APPROVALS:

Administrative:

BC

Budget:

A RESOLUTION ACKNOWLEDGING THE SELECTION OF KIMLEY-HORN AND ASSOCIATES, INC. (“KIMLEY HORN”) AS THE MOST QUALIFIED FIRM TO PROVIDE PLANNING SERVICES FOR THE DEVELOPMENT OF AN INNOVATION DISTRICT MASTER PLAN (“PROJECT”); APPROVING AN ARCHITECT/ENGINEER AGREEMENT (“A/E AGREEMENT”) WITH KIMLEY-HORN FOR KIMLEY-HORN TO PROVIDE PLANNING SERVICES FOR THE PROJECT IN AN AMOUNT NOT TO EXCEED \$449,924; APPROVING A FUNDING AGREEMENT (“FUNDING AGREEMENT”) BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA (“CITY”) AND ST. PETERSBURG INNOVATION DISTRICT, INC. (“AGENCY”) FOR AGENCY TO CONTRIBUTE \$200,000 TOWARD THE PROJECT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FUNDING AGREEMENT; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$200,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM FUNDS RECEIVED FROM THE AGENCY, TO THE INNOVATION DISTRICT MASTER PLAN PROJECT (20257); APPROVING A TRANSFER IN THE AMOUNT OF \$250,000 FROM THE UNAPPROPRIATED BALANCE OF THE BAYBORO HARBOR TAX INCREMENT FINANCING DISTRICT FUND (1106) TO THE TAX INCREMENT FINANCING CAPITAL IMPROVEMENT FUND (3005); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$250,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE TAX INCREMENT FINANCING CAPITAL IMPROVEMENT FUND (3005), RESULTING FROM THE ABOVE TRANSFER, TO THE INNOVATION DISTRICT MASTER PLAN PROJECT (20257); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the St. Petersburg Innovation District was officially established in 2016 as a critical cluster of institutional and industrial members actively working to form a cohesive district centered on the common theme of innovation; and

WHEREAS, the planning area boundaries of the Innovation District are generally from Interstate 175 to 18th Avenue South between Booker Creek/5th Street South and Tampa Bay; and

WHEREAS, the City of St. Petersburg, Florida (“City”) through its Procurement and Supply Management Department issued Request for Qualifications (“RFQ”) No. 8631 for Consulting Services, Innovation District Master Plan; and

WHEREAS, the City received seven statements of qualification in response to the RFQ; and

WHEREAS, the selection committee met on June 13, 2023 to discuss the statements of qualifications, and at that meeting, the selection committee shortlisted three firms and invited all three firms for presentations and interviews; and

WHEREAS, on July 17, 2023, the three shortlisted firms 1) Kimley-Horn and Associates, Inc. (“Kimley-Horn”), 2) Stantec Consulting Services Inc and 3) Vanasse, Hangen, Brustlin, Inc. made presentations to the selection committee and interviews were conducted; and

WHEREAS, based on the presentations, interviews, deliberations, and statements of qualifications submitted by the three shortlisted firms, the selection committee ranked Kimley-Horn as the most qualified firm to provide planning services for the development of the Innovation District Master Plan (“Project”); and

WHEREAS, Administration recommends City Council acknowledge the selection of Kimley-Horn as the most qualified firm to provide planning services for the Project and authorize the Mayor or his designee to execute an architect/engineering agreement with Kimley-Horn to provide planning services for the Project in an amount not to exceed \$449,924; and

WHEREAS, additionally, the St. Petersburg Innovation District, Inc., (“Agency”) desires to contribute funding in the amount of \$200,000 to be used by the City for the Project; and

WHEREAS, Administration recommends City Council approve a funding agreement with the Agency for the Agency to provide to the City \$200,000 to be used for the Project and authorize the Mayor or his designee to execute the funding agreement; and

WHEREAS, funding for the Project will be available after a supplemental appropriation in the amount of \$200,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from funds received from the Agency, to the Innovation District Master Plan Project (20257), a transfer in the amount of \$250,000 from the unappropriated balance of the Bayboro Harbor Tax Increment Financing District Fund (1106) to the Tax Increment Financing Capital Improvement Fund (3005), and a supplemental appropriation in the amount of \$250,000 from the increase in the unappropriated balance of the Tax Increment Financing Capital Improvement Fund (3005), resulting from the above transfer, to the Innovation District Master Plan Project (20257).

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that that the selection of Kimley-Horn and Associates, Inc. as the most qualified firm to provide planning services for the development of the Innovation District Master Plan (“Project”) is hereby acknowledged.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute an architect/engineering agreement (“A/E Agreement”) with Kimley-Horn to provide planning services for the Project in an amount not to exceed \$449,924.

BE IT FURTHER RESOLVED that the agreement (“Funding Agreement”) between the City of St. Petersburg, Florida (“City”) and St. Petersburg Innovation District, Inc. (“Agency”) for Agency to contribute \$200,000 toward the development of a master plan for the Innovation District is hereby approved.

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

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from funds received from the St. Petersburg Innovation District, Inc., the following supplemental appropriation for FY24:

<u>General Capital Improvement Fund (3001)</u>	
Innovation District Master Plan Project (20257)	\$200,000

BE IT FURTHER RESOLVED by the City Council of the City of St. Petersburg that there is hereby approved the following transfer for FY24:

<u>Bayboro Harbor Tax Increment Financing District Fund (1106)</u>	
Transfer To: Tax Increment Financing Capital Improvement Fund (3005)	\$250,000

BE IT FURTHER RESOLVED, that there is hereby approved from the increase in the unappropriated balance of the Tax Increment Financing Capital Improvement Fund (3005), resulting from the above transfer, the following supplemental appropriation for FY24:

<u>Tax Increment Financing Capital Improvement Fund (3005)</u>	
Innovation District Master Plan Project (20257)	\$250,000

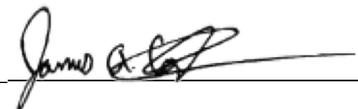
This Resolution shall become effective immediately upon its adoption.

LEGAL:



00743191

DEPARTMENT:

 BC

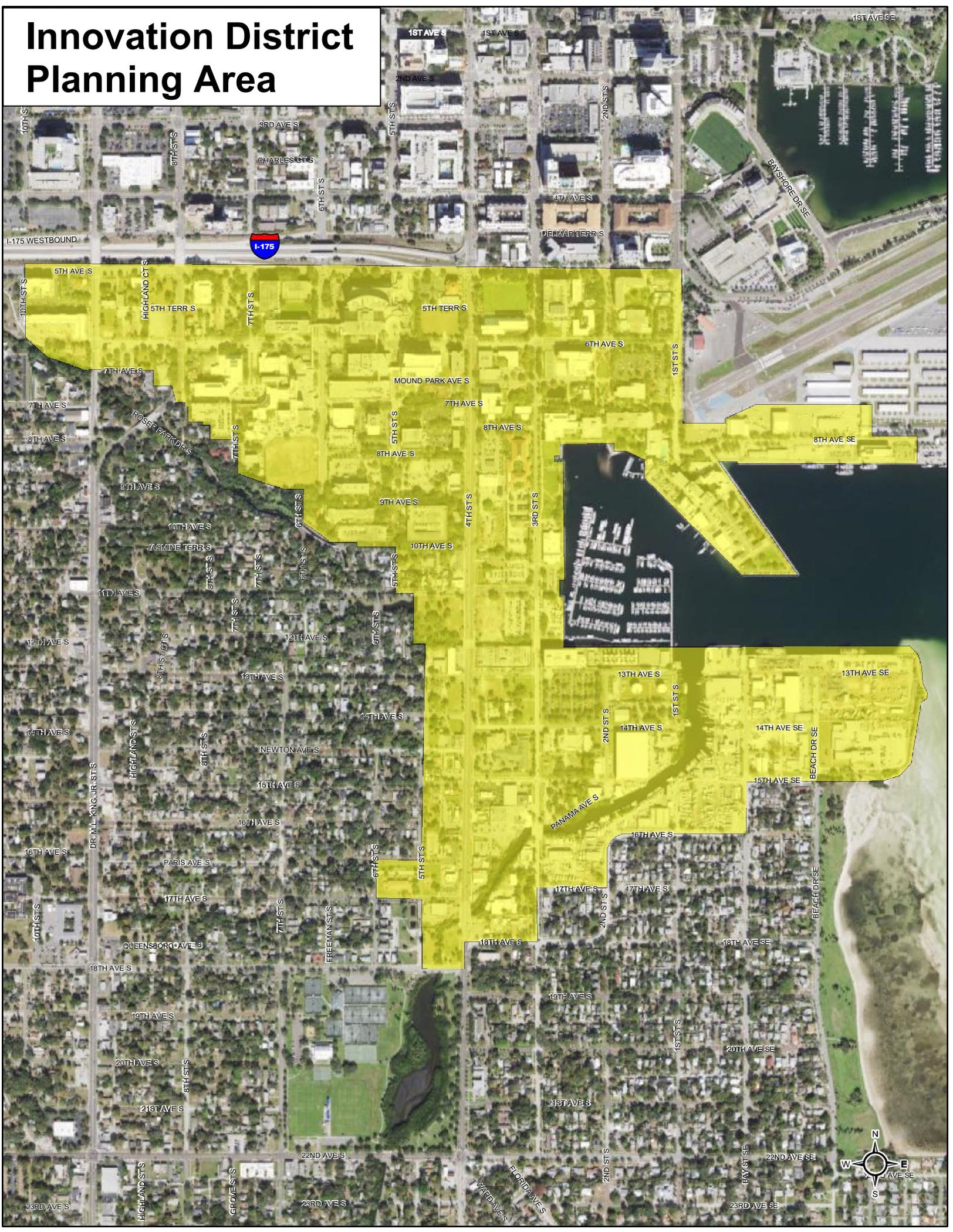
BUDGET:



PROCUREMENT:



Innovation District Planning Area



ARCHITECT/ENGINEERING AGREEMENT

THIS ARCHITECT/ENGINEERING AGREEMENT (“Agreement”), made and entered into as of this ____ day of _____, 20__ (“Execution Date”), by and between the City of St. Petersburg, Florida (the “City”) and Kimley-Horn and Associates, Inc. (the “A/E”).

NOW THEREFORE in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the A/E agree as follows:

SECTION 1.0 – DEFINITIONS

- 1.1 “A/E” means Kimley-Horn and Associates, Inc.
- 1.2 “A/E Representative” means any employee, agent, subcontractor, subconsultant, consultant, or other representative of the A/E.
- 1.3 “City” means the City of St. Petersburg, Florida.
- 1.4 “City’s Project Manager” means the individual designated in writing by the City as the City’s Project Manager.
- 1.5 “Day(s)” or “day(s)” means calendar days, unless otherwise set forth in this Agreement.
- 1.6 “Deliverables” means all data, reports, design calculations, studies, permit documents, correspondence, design documents, the construction documents, and all other materials produced and developed by the A/E pursuant to this Agreement.
- 1.7 “Force Majeure Event” means an act of God, fire, explosion, power failure, flood, public health emergency, strike, labor troubles, riot or civil disturbance, war, terrorism, sabotage, insurrection, blockade, or embargo, or other reason of like nature not the fault of the party.
- 1.8 “Parties” means the City and the A/E.
- 1.9 “Project” means the development of the Innovation District Master Plan as more particularly described in the Scope of Services.
- 1.10 “Scope of Services” means those services set forth in Section 4.0 that are required to be performed by the A/E in accordance with the terms and conditions of this Agreement.

- 1.11 “Work” means all the work to construct the Project that is required to be performed by the contractor pursuant to a construction agreement between the City and contractor.

SECTION 2.0 – TERM OF AGREEMENT

- 2.1 The A/E’s time of performance for the Scope of Services commences on the Execution Date and ends when the A/E has completed the Scope of Services and provided all of the Deliverables required by and in accordance with this Agreement (“Term”), unless this is earlier terminated as provided for herein.

SECTION 3.0 – REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS

- 3.1 The A/E is professionally qualified to provide the Scope of Services and is licensed to practice architecture or engineering in the State of Florida by all public entities having jurisdiction over the A/E and the Project.
- 3.2 The A/E is responsible for signing and sealing its plans and specifications required by this Agreement.
- 3.3 The A/E shall maintain all necessary professional licenses, permits or other authorizations necessary to act as the A/E and which are required to provide the Scope of Services during the Term.
- 3.4 The A/E will become familiar with the Project site(s) and the local conditions under which the Project will be designed, constructed, and operated.
- 3.5 The A/E shall exercise that degree of care and skill ordinarily exercised by members of the same profession and shall perform the Scope of Services using reasonable skill and judgment in accordance with sound business, ethical and professional standards.
- 3.6 The A/E represents that it has or will secure, at its own expense, all personnel required to perform the Scope of Services required by this Agreement.
- 3.7 The A/E warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the A/E to solicit or secure this Agreement and that the A/E has not paid or agreed to pay any person, company corporation, individual, or firm, other than a bona fide employee working solely for the A/E any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
- 3.8 The A/E acknowledges that the A/E is responsible for the acts and omissions (including negligent, reckless, or intentionally wrongful acts and omissions) of any

A/E Representative in the performance of the Scope of Services required by this Agreement.

- 3.9 The A/E accepts the relationship of trust and confidence established between it and the City by this Agreement. The A/E covenants with the City to cooperate to furnish professional efforts during the Term that are consistent with reasonable professional practices and the best interest of the City.
- 3.10 The A/E is responsible for the professional quality, technical accuracy and the coordination of all Deliverables furnished, produced and developed by the A/E under this Agreement.
- 3.11 The A/E acknowledges that the City reserves the right to enter into agreements with other firms or entities to assist the City with its review of the Deliverables, any Project component(s), and the Work.
- 3.12 The A/E acknowledges that the A/E shall prepare design Deliverables that can be constructed within the City's budget for construction, which will be determined by the City in its sole and absolute discretion. The A/E shall monitor costs during the design of the Project and shall advise the City's Project Manager immediately of any deviations from the City's budget for construction. If at any time a cost estimate exceeds the City's budget for construction, the A/E shall submit to the City's Project Manager a written explanation for the reasons for the overage and identify all options available to the City to bring the estimate back within the budget for construction. The City, in its sole and absolute discretion, will determine the option to be followed.
- 3.13 The A/E represents and warrants that it has the right to access and use all equipment, services, software, computer models, data, routines, technology, other intellectual property incident to providing the Scope of Services required by this Agreement (collectively, the "Intellectual Property"). The A/E is responsible for any infringement or claim of infringement of any patent, trademark, copyright, trade secret, or other proprietary interest arising out of the A/E's use of the Intellectual Property.
- 3.14 The A/E hereby makes all certifications required under Florida Statute section 287.135.

SECTION 4.0 – SCOPE OF SERVICES

- 4.1 The detailed services that the A/E shall perform for the City are set forth in Appendix A, which is attached hereto and made apart hereof.

SECTION 5.0– CITY’S RESPONSIBILITIES

- 5.1 The City shall provide all available information regarding the Project to the A/E and shall provide direction to the A/E consistent with the terms and conditions of this Agreement.

SECTION 6.0 – COMPENSATION; INVOICE

- 6.1 Provided that the A/E faithfully performs its obligations contained in this Agreement, the City hereby agrees to pay the A/E pursuant to the fees and costs set forth in Appendix B an amount not to exceed four hundred fifty thousand dollars (\$450,000) (“Payment”). The Payment is inclusive of all out of pocket expenses, including but not limited to transportation, lodging, meals, materials, and documents required by this Agreement. The Payment may only be increased in strict accordance with this Agreement.
- 6.2 The A/E shall invoice the City on a monthly basis and the City shall pay the A/E within twenty (20) business days after receipt of such invoice (provided the A/E is in compliance with the terms and conditions of this Agreement). The monthly invoice must be in the form and contain the detail required by the City’s Project Manager. In the event of a conflict between this section and the Local Government Prompt Payment Act, the Local Government Prompt Payment Act controls.
- 6.3 Acknowledgement. A/E acknowledges and agrees that funding for \$200,000 worth of the Payment is expected to come to the City from a third party, the St. Petersburg Innovation District, Inc. (“Donor Contribution”). Accordingly, A/E understands and agrees that, if any portion of such funding is not received by the City, the City may issue a Suspension of Services Order in accordance with Section 13 of this Agreement or terminate the agreement for convenience in accordance with Section 14.

SECTION 7.0 – NON-COMPENSATED SERVICES

- 7.1 The A/E will not be compensated for any services required to correct errors, omissions, or deficiencies in the Deliverables caused by the A/E or any A/E Representative.
- 7.2 The A/E will not be compensated for any services required to bring any Deliverable(s) in compliance with applicable Laws (e.g., Americans with Disabilities Act and Florida Building Code) in effect at the time such Deliverable(s) was provided to the City in accordance with this Agreement.

SECTION 8.0 – INDEMNIFICATION

- 8.1 The A/E shall indemnify and hold harmless the City, and its officers and employees, (collectively, the “Indemnified Parties”) from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the A/E or any A/E Representative in the performance of this Agreement.
- 8.2 The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by the A/E pursuant to this Agreement or otherwise obtained by the A/E.

SECTION 9.0 – INSURANCE

- 9.1 The A/E shall maintain the following types and amounts of insurance throughout the Term at its own expense:
 - 9.1.1 Commercial General Liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence and 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.
 - 9.1.2 Commercial Automobile Liability insurance of One Million Dollars (\$1,000,000) combined single limit covering all owned, hired and non-owned vehicles.
 - 9.1.3 Workers' Compensation insurance as required by Florida law and Employers' Liability Insurance in an amount of at least One Hundred Thousand Dollars (\$100,000) each accident, One Hundred Thousand Dollars (\$100,000) per employee, and Five Hundred Thousand Dollars (\$500,000) for all diseases.
 - 9.1.4 Errors and Omissions or Professional Liability insurance appropriate to the A/E's profession with a minimum limit of One Million Dollars (\$1,000,000) per occurrence. If coverage is on a “Claims-Made” basis, it must include a retroactive date of coverage beginning no later than the Execution Date and an extended reporting period of at least 90 days.
- 9.2 All the A/E's insurance policies, except Workers' Compensation and Errors and Omissions or Professional Liability, must name the Indemnified Parties as additional insureds.

- 9.3 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.
- 9.4 The A/E 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, the A/E shall provide copies of current policies with all applicable endorsements.
- 9.5 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.
- 9.6 If the insurance carried by the A/E 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 the A/E's insurance limits are greater than the minimum limits set forth herein, then the A/E's insurance limits are deemed to be the required limits in this Agreement.
- 9.7 The A/E 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.
- 9.8 The City reserves the right to change or alter the above insurance requirements as it deems necessary.

SECTION 10.0 – OWNERSHIP OF DELIVERABLES

- 10.1 The City solely owns all Deliverables, including the copyright and all other associated intellectual property rights, produced and developed by the A/E pursuant to the terms and conditions set forth in this Agreement. The A/E shall submit all Deliverables to the City prior to the City issuing final payment to the A/E.
- 10.2 The City acknowledges that the Deliverables are not intended or represented to be suitable for revision by the City, or others, for purposes other than that for the Scope of Services which said Deliverables were prepared. Any reuse or modification of the Deliverables without written verification or adaptation by the A/E for the specific purpose intended will be at the City's sole risk and the A/E will not be liable or responsible for any claims arising from the City's reuse or modification of the Deliverables without written verification or adaptation by the A/E.

SECTION 11.0 – SUBCONTRACTS

- 11.1 The A/E may hire or use subcontractors or subconsultants in connection with the performance of the A/E's obligations under this Agreement. Unless context clearly indicates otherwise, the terms "subcontractor" and "subconsultant" are interchangeable in this Agreement, and the terms "subcontract agreement" and "subconsulting agreement" are likewise interchangeable in this Agreement.
- 11.2 The A/E shall give advance notification to the City's Project Manager of any proposed subcontract agreement with a consultant not identified in the A/E's submission to City's RFQ 8631 or any change to any existing subcontract agreement. Such advance notice must include the following:
- 11.2.1 A description of the supplies or services called for by the subcontract or change to an existing subcontract.
 - 11.2.2 Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected.
 - 11.2.3 The proposed subcontractor price.
- 11.3 The A/E is responsible for negotiating the terms and conditions of each subcontract agreement. The A/E is also solely responsible for ensuring that each subcontractor acts in a manner consistent with and in accordance with the terms and conditions of this Agreement. The A/E shall require each subcontractor to (i) obtain the same types and amount of insurance and comply with all insurance provisions that are required of the A/E pursuant to this Agreement and (ii) indemnify and hold harmless the Indemnified Parties to the same extent as the A/E under this Agreement. The A/E's retention of a subcontractor does not relieve the A/E of any of its duties, obligations, or representations under this Agreement.
- 11.4 The A/E may not change a subcontract agreement without the prior written consent of the City's Project Manager. Any consent of the City's Project Manager does not relieve the A/E from any obligations under this Agreement and does not constitute a waiver of any of the City's rights under this Agreement. The City's Project Manager may, at its discretion, ratify in writing any such subcontract which will constitute the consent of the City's Project Manager as required by this section 11.4.

SECTION 12.0 – DISPUTES

- 12.1 Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed of by a supplemental agreement, will be decided by the City's Project Manager, who shall

provide a written decision to the A/E. The decision of the City's Project Manager is final and conclusive, unless within fifteen (15) days from the date of receipt of such copy, the A/E mails or otherwise furnishes to the City's Project Manager a written notice of dispute.

- 12.2 In the event a decision of the City's Project Manager is the subject of a dispute, such dispute may be settled by appropriate legal proceeding or, if the Parties mutually agree in writing, through arbitration or administrative process. Pending any binding arbitral or administrative decision, appeal, or judgment referred to in this Section or the settlement of any dispute arising under this Agreement, the Parties shall proceed diligently with the performance of this Agreement.
- 12.3 Each party is responsible for its own costs and expenses, including legal fees, of any arbitration, administrative proceedings, appeal or suit prosecuted by either party.

SECTION 13.0 – SUSPENSION OF SERVICES

- 13.1 The City's Project Manager may, at any time, by written order to the A/E, require the A/E to suspend, delay, or interrupt all or any part of the Scope of Services required by this Agreement. Any such order must be specifically identified as a suspension of services order ("Suspension of Services Order"). Upon receipt of a Suspension of Services Order, the A/E shall forthwith comply with its terms and immediately cease incurrence of further costs and fees allocable to the services covered by the Suspension of Services Order during the period of stoppage of services. This includes the involvement of any and all subcontractual relationships.
- 13.2 If a Suspension of Services Order issued under this Section is canceled, the A/E shall resume the Scope of Services within fifteen (15) days after a Suspension of Services Order is canceled. If an adjustment to the Scope of Services or any other term and condition of this Agreement is required due to a suspension of services pursuant to this Section, the Parties shall follow the Contract Adjustments (as defined herein) procedure as described in Section 18 of this Agreement. Failure to agree to any Contract Adjustments constitute a dispute concerning a question of fact pursuant to Section 12.
- 13.3 If a Suspension of Services Order is not canceled and this Agreement is terminated by the City for convenience, the City shall pay the A/E costs and fees for services performed up to the effective date of termination, provided such costs and fees are owed to the A/E pursuant to this Agreement. The A/E shall provide the City all completed or partially completed Deliverables prior to the receipt of payment for services performed up to the effective date of termination. The foregoing payment constitutes the A/E's sole compensation in the event of termination of this Agreement and the City will have no other liability to the A/E related to termination

of this Agreement. Without limiting the generality of the foregoing, the City will have no liability to the A/E for lost profits or lost opportunity costs in the event of termination of this Agreement.

SECTION 14.0 – TERMINATION

14.1 TERMINATION FOR CONVENIENCE

14.1.1 The performance of the Scope of Services under this Agreement may be terminated in whole or in part by the City whenever for any reason the City's Project Manager determines that such termination is in the best interest of the City. Additionally, the City may terminate this Agreement as provided in Florida Statute section 287.135 and 448.095. Termination will be effective fifteen (15) days after delivery to the A/E of a notice of termination specifying the extent to which performance of Scope of Services under this Agreement is terminated.

14.1.2 Upon receipt of the notice of termination, the A/E shall, unless the notice of termination directs otherwise, immediately discontinue performance of the Scope of Services required by this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

14.1.3 The City shall pay the A/E costs and fees for services performed up to the effective date of termination, provided such costs and fees are owed to the A/E pursuant to this Agreement. The A/E shall provide the City all completed or partially completed Deliverables prior to the receipt of payment for services performed up to the effective date of termination. The foregoing payment constitutes the A/E's sole compensation in the event of termination of this Agreement by the City for convenience and the City will have no other liability to the A/E related to termination of this Agreement by the City for convenience. Without limiting the generality of the foregoing, the City will have no liability to the A/E for lost profits or lost opportunity costs in the event of termination of this Agreement by the City for convenience.

14.2 TERMINATION FOR DEFAULT

14.2.1 The City may terminate this Agreement upon written notice to the A/E in the event the A/E 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 A/E with notice of default or an opportunity to cure, if the

City determines that the A/E has failed to comply with any of the terms and conditions of this Agreement related to insurance coverage.

14.2.2 In the event of termination of this Agreement pursuant to Section 14.2, the City will not be obligated to make any further payment to the A/E hereunder until such time as the City has determined all costs, expenses, losses and damages which the City may have incurred as a result of such default by the A/E, whereupon the City will be entitled to set off all costs (including the cost to cover if the City procures similar services from another architect/ engineer), expenses, losses and damages so incurred by the City against any amount due to the A/E under this Agreement.

14.3 Nothing contained in this Section 14.0 may be construed as limiting the City's rights and remedies in the event of termination of this Agreement.

SECTION 15.0 – PROHIBITED INTEREST

15.1 No appointed or elected official or employee of the City may have any interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 16.0 – FINDINGS CONFIDENTIAL

16.1 Subject to the requirement of Florida laws regarding public records and section 22.0 of this Agreement, all Deliverables produced or developed by the A/E or any City data available to the A/E pursuant to this Agreement must not be made available to any individual or organization, other than the A/E or any A/E Representative, by the A/E without prior written consent from the City.

SECTION 17.0 – GENERAL PROVISIONS

17.1 Should any section or portion of any section of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination will not render void, invalid or unenforceable any other paragraph or portion of this Agreement.

17.2 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.

17.3 The A/E may make no assignment of any of its rights, duties, or obligations under this Agreement without the City's prior written consent, which consent may be

withheld by the City Council in its sole and absolute discretion. Any assignment in violation of this section is void and of no effect.

- 17.4 This Agreement must be interpreted and construed in accordance with the laws of the State of Florida, and this Agreement inures to and is binding upon the Parties, their successors and assigns. 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. The Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.
- 17.5 The A/E shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations; the federal and state constitutions; and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including those related to licensing and permitting, the Americans with Disabilities Act, the Florida Building Code, Florida Statute section 448.095, and Florida laws regarding public records. The A/E shall also comply with the City's policies, procedures, and executive orders and with any technical standards provided to the A/E by the City.
- 17.6 This Agreement has been prepared by the City and reviewed by the A/E and its professional advisors. The City, the A/E and the A/E's professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or the A/E or against the City or the A/E merely because of their efforts in preparing it.
- 17.7 The headings are for convenience only and do not control or affect the meaning or construction of any of the provisions of this Agreement.
- 17.8 The A/E shall keep accurate books, records and documentation related to this Agreement at the address for delivery of notices set forth in this Agreement. All such books, records and documentation must be kept by the A/E and must be open to examination, audit and copying 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, following termination or expiration of this Agreement. The A/E shall bear the costs associated with the retention of books, records and documentation. Nothing in this section 17.8 may be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.
- 17.9 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.

- 17.10 This Agreement may be amended only in writing executed by the Parties.
- 17.11 This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them.
- 17.12 Each appendix to this Agreement, including attachments to an appendix and materials referenced in an appendix, is an essential part hereof and is incorporated herein by reference.
- 17.13 No term or condition of this Agreement will be deemed waived, and no breach of this Agreement excused, unless the waiver or consent is in writing signed by the party granting such waiver or consent.
- 17.14 In the event that either party is delayed in the performance of any act or obligation pursuant to or required by this Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation will be extended by the number of days equal to the total number of days, if any, that such party is actually delayed by such Force Majeure Event. The party seeking delay in performance shall give notice to the other party specifying the anticipated duration of the delay, and if such delay will extend beyond the duration specified in such notice, additional notice must be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any party seeking delay in performance due to a Force Majeure Event shall use best efforts to rectify any condition causing such delay and shall cooperate with the other party to overcome any delay that has resulted.
- 17.15 The A/E shall not take any action that will result in a lien being placed against the City or to any services or Deliverables being provided to the City. In the event the City is placed on notice of an intent to lien or placed on notice of a lien by the A/E or any A/E Representative, the A/E will take immediate action at the A/E's expense to respectively prevent or remove and discharge the lien.
- 17.16 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 prior written consent of the named party.
- 17.17 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 be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge will be prior and superior to any obligation of the City pursuant to this Agreement.

17.18 A/E shall make all Deliverables available to the City upon request. All Deliverables will be considered public records unless they are exempt from disclosure under Florida laws regarding public records.

17.19 Time is of the essence of this Agreement and each of its provisions.

17.20 In the event of an inconsistency or conflict the following order of precedence governs: (i) this Agreement, exclusive of the appendices and the attachments to and materials referenced in an appendix; (ii) the appendices to this Agreement, exclusive of the attachments to and materials referenced in an appendix; (iii) the attachments to and materials referenced in the an appendix.

17.21 For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement (“Approval”) by the City means the Approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by the City Council pursuant to the City Charter or applicable Laws.

17.22 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.

SECTION 18.0 – CONTRACT ADJUSTMENTS

18.1 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 the proper completion of the services. Proposals for Contract Adjustments must be submitted to the non-requesting party on a form provided by the City. Contract Adjustments will be effectuated through written amendments to this Agreement signed by authorized representatives of the Parties.

- 18.2 There will be no modification of the Payment on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the A/E or any A/E Representative to properly perform their obligations and functions under this Agreement.
- 18.3 Notwithstanding anything to the contrary contained in this Agreement, there will be no change in the Payment, the Term, or the Scope of Services except through a written amendment to this Agreement signed by authorized representatives of the Parties.

SECTION 19.0 – NOTICE

- 19.1 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
Engineering & Capital Improvements Department
P. O. Box 2842
St. Petersburg, FL 33731
Attention: _____
Phone: _____
Fax: (727) 892-5476
Email: _____

AE:

Kimley-Horn and Associates, Inc. _____
200 Central Avenue
Suite 600
St. Petersburg, FL 33701 _____
Attention: Jared Schneider, AICP. _____
Phone: 727-547-3999 _____
Fax: _____
Email: jared.schneider@kimley-horn.com

- 19.2 Either party may change its authorized representative or address for receipt of notices by providing the other with written notice of such change. The change will

become effective five (5) days after receipt by the non-changing party of the written notice of change. Unless otherwise agreed to by the Parties in writing, electronic submission of notices does not relieve either party of the requirement to provide notice in writing as required in Section 19.1 above.

SECTION 20.0 – SCHEDULE

20.1 The A/E shall perform the Scope of Services in accordance with the schedule set forth in Appendix C, which is attached hereto and made apart hereof. Such schedule may be revised by the City's Project Manager after consultation with the A/E.

SECTION 21.0 – PERSONNEL

21.1 The A/E shall assign the key personnel to perform the Scope of Services in accordance with this Agreement. The A/E shall not, without the City's prior written consent, transfer, reassign, redeploy or otherwise remove any key personnel; provided, however, that removal of any key personnel due to their incapacity or termination does not constitute a violation of this Section. If any of the key personnel are incapacitated or are terminated, the A/E shall, within ten (10) days, replace such person with another person approved by the City and that is at least as well qualified as the person who initially performed that person's role. The A/E shall provide for a transition period of at least one (1) week (or such shorter period of time approved by the City) during which time any key personnel being replaced shall familiarize their replacement(s) with the work required to be performed by the replacement(s). The A/E is solely responsible for all costs associated with replacement of key personnel. Without limiting the generality of the foregoing, if any change in key personnel causes a delay, the A/E is solely responsible for any and all of its increased costs associated with such delay.

21.2 The City may require the A/E to replace any persons performing the Scope of Services, including but not limited to any A/E Representative, whom the City determines is not performing the Scope of Service to the City's satisfaction. Before a written request is issued, authorized representatives of the City and the A/E will discuss the circumstance. Upon receipt of a written request from an authorized representative of the City, the A/E will be required to proceed with the replacement. The replacement request will include the required replacement date and the reason for the replacement. The A/E shall use its best efforts to effectuate the replacement in a manner that does not degrade service quality. This Section will not be deemed to give the City the right to require the A/E to terminate a person's employment. Rather, this Section is intended to give the City only the right to require that the A/E discontinue using persons in the performance of the Scope of Services under this Agreement.

SECTION 22.0 – PUBLIC RECORDS

22.1 The A/E shall (i) keep and maintain public records (as defined in Chapter 119, Florida Statutes) 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 laws regarding public records or other applicable Laws; (iii) ensure that public records in the A/E's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws for the Term and after the expiration or earlier termination of this Agreement; and (iv) after the expiration or earlier termination of this Agreement, at the City's request, either transfer, at no cost, to the City all public records in the A/E'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 the A/E transfers all public records to the City upon the expiration or earlier termination of this Agreement, the A/E shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the A/E keeps and maintains public records upon the expiration or earlier termination of this Agreement, the A/E shall meet all applicable requirements for retaining public records in accordance with this Agreement and all applicable Laws. At the City's request, the A/E shall provide all electronically stored public records to the City in a format approved by the City.

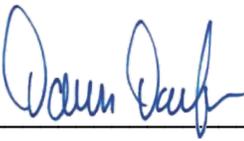
22.2 IF THE A/E HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE A/E'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.

22.3 Nothing contained herein may be construed to affect or limit the A/E's obligations including but not limited to the A/E's obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.

[Signature page follows]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and date first above written.

A/E

Sign: 

Print: Dawn Dodge, PE

Title: Associate

CITY OF ST. PETERSBURG, FLORIDA

Sign: _____

Print: Brejesh Prayman, P.E., ENV SP

Title: Director, Engineering & Capital Improvements

ATTEST

City Clerk

(SEAL)

Approved as to Content and Form

City Attorney (Designee) 00737293

POWER OF EXECUTION

I, _____, certify that I am
the _____ of _____,
and am authorized to execute the Agreement on behalf of A/E. Under penalties of perjury,
I declare that I have read this Power of Execution, and the facts or matters stated in it are
true.

By: _____

Date Executed: _____

**APPENDIX A - SCOPE OF SERVICES
INNOVATION DISTRICT SPECIAL AREA PLAN
CITY OF ST. PETERSBURG, FLORIDA**

PROJECT NO. <XXXX-XXX>

MARCH 22, 2024

GENERAL DESCRIPTION

The City of St. Petersburg ("City") selected _____ ("A/E") as the Architectural/ Engineering (A/E) firm for the planning and design services of the Innovation District Special Area Plan Project.

The Scope of Services sets forth the services, activities, deliverables, and responsibilities that will be performed by the A/E 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.

The tasks set forth in this Scope of Services and the services, activities, responsibilities, and Deliverables that shall be performed or provided by A/E in accordance with the Agreement are as follows

DESCRIPTION OF PROJECT

The St. Petersburg Innovation District (SPID), established in 2016, is located immediately south of downtown. A critical cluster of institutional and industrial members are actively working to form a cohesive district centered on the common theme of innovation. Membership exceeds 30 organizations within the Life Science, Marine Science, Education, Data Analytics, Art, and Technology sectors. A list of major institutions within the District includes Bayfront Health St. Petersburg, Johns Hopkins All Children's Hospital, University of South Florida St. Pete, University of South Florida–College of Marine Science, The Poynter Institute for Media Studies, National Oceanic and Atmospheric Administration (NOAA), U.S. Geological Survey, U.S. Coast Guard, Florida Fish and Wildlife Conservation Commission.

The master plan aims at creating short-term and long-term opportunities including partnerships, infrastructure improvements, potential land use changes and equitable development and economic development strategies. The study area will encompass the full Innovation District plus eastern Salt Creek as show in Exhibit A. The project will include stakeholder and community engagement throughout the process. Details of the scope are listed below.

EXHIBIT A



SCOPE OF SERVICES

Task 1 – Project Management and Coordination

Project management and coordination activities will be undertaken throughout the project will include the following:

1. **Project Setup:** The A/E will establish project files/project sharing, project workplan, and initiation of accounting system. A stakeholder mapping summary with a communication plan will be developed using the stakeholder list provided by the St. Petersburg Innovation District
2. **Kick-off Meeting:** The A/E will participate in a kick-off meeting with the project team.
3. **Team meetings:** The A/E will meet with the project team bi-weekly, up to twenty-four (24) meetings to include a mixture of virtual and in-person meetings with up to three (3) members of the team as needed. It is envisioned that half of the bi-weekly meetings will be quick check-ins with the project team, while the other half will be full-hour meetings that include other stakeholders and could include a panel of national experts or staff as needed.

Task 2 – Information Gathering/Benchmarking and Analysis

The information gathering/benchmarking analysis task will include the following:

1. **Plan Review:** The A/E will review key documents, studies, business plans, models, and reports available. The review will include documents already listed and to be provided by the St. Petersburg Innovation District and City staff grouped into district-specific, district-stakeholder-specific, and city-wide document sources. A summary matrix will be developed to identify opportunities based on the past plans including concurrent efforts such as the USF MURP Studio, Shared Amenities Working Group, Expansion of the Hub
2. **Existing Market/Economic Development Summary:**
 - The A/E will conduct a high-level assessment of innovation assets. The A/E will determine the district's regional competitiveness by identifying current assets in the region, including those that are controlled by district anchor institutions or partners, and defining the current state of these assets. This will also include identifying potential users of innovation and research space as well as any spinoff and supportive industry activity that would activate the district's existing innovation ecosystem and fill any needed ecosystem gaps. The task will include one (1) site visit.
 - The A/E will conduct a market scan to identify market opportunities and weaknesses and to make projections regarding district potential. Specific real estate development uses that the A/E will assess include commercial office and lab, retail, and housing. The market scan will evaluate demographics (age, income, educational attainment, and employer industry trends) And market conditions for real estate (rent, vacancy, absorption, and pipeline projects) For the study area, taking into account opportunities for equity and inclusion in economic opportunity (e.g., employment, educational attainment, business ownership). Our analysis will cover two geographies: the Innovation District planning area and City of St. Petersburg
 - The A/E will contextualize the challenges and opportunities for the district through up to five (5) case studies. The A/E will establish an analytical framework with the appropriate criteria to identify and assess national best practices in the development of place-based innovation districts and corridors. The A/E will coordinate with the city and a/e project team to develop a list of three comparable

projects. We will then summarize the results of this analysis to identify key takeaways that can be applied to the district.

Task 3 – Market/Economic Development Recommendations

The market/economic development recommendations task will include the following:

1. Summary of market/economic development strategies and recommendations:
 - Based on analysis from previous tasks, external engagement, and Master plan visioning, the A/E will summarize a SWOT analysis that identifies: the district's core strengths and successes, including assets that make the district unique on the national stage; gaps that need to be addressed to realize the district's potential; opportunities that the district is well positioned to seize, including opportunities for inclusive economic development; and threats that district leadership should be mindful of, including competition from other regions or challenging industry trends and unintended consequences of investment/success on the surrounding community (e.g., displacement and gentrification due to district geographic spillover).
 - The A/E will use case studies, interviews, and analysis to conduct a high-level financial feasibility analysis that indicates potential funding sources for implementing the master plan. This will include a matrix of funding opportunities and constraints to support the implementation of the vision through public and private resources. This analysis will distinguish funding options for physical and programmatic investments and consider sources such as land value capture, tax-increment financing, corporate investments, philanthropic contributions, government funding (federal, state, county, and local including grants), or others. The analysis will recommend the funding sources most suited to advance different components of the master plan and their pros and cons. The analysis will not involve detailed financial calculations or cost estimates.
2. Institutional space/shared space strategies and recommendations:
 - The A/E will produce recommendations to inform the team's overall deliverables, including recommendations on target industries for the district to focus on, development opportunities that support the innovation program as well as a mixed-use community, and recruitment strategies and economic development incentives to support that attraction effort. Our recommendations will reflect strategies to generate equitable and inclusive economic opportunities through the master plan. Our recommendations will identify the sequencing of place-based and programmatic opportunities to focus on in the master plan to meet district goals outlined in the RFQ.

Task 4 – Land Use Strategy Recommendations/Special Area Plan Development

The land use strategy recommendations task will include the following:

1. Land Use Strategy and Special Area Plan Analysis Support: A key step of this process will be the development of a land use and zoning strategy to replace the Bayboro Harbor Redevelopment Plan and determine how the mitigation strategies of the Coastal High Hazard guidance should be handled if needed.
 - The A/E will summarize the Countywide Plan categories, the City's Future Land Use, and Land Development Regulations (LDR)/Zoning categories and opportunities in a series of maps and brief narratives in a briefing presentation and the draft master plan report chapter. A focus will be on workforce housing and mixed-use opportunities utilizing Task 3. The A/E will provide a map and list of recommendations for city staff. The development of comprehensive plan

amendments, drafting LDR amendments, and attending adoption hearings are considered additional services.

- The A/E will summarize information in the presentation that can be utilized to fulfill the special area plan requirements for Forward Pinellas's application process for a Countywide Plan amendment. Developing the full application is considered additional services. The summary will include a map series and narrative of the following
 - Guiding Principles and Vision/Land Use Strategy Map Graphic: Based on analysis from previous tasks and community engagement
 - Land uses/framework components (open space and uses) and potential buildout summary table,
 - Economic Development: Demographic, population, employment, equity assessment, potential absorption, and funding strategies (to be completed as part of Task 3).
 - Transportation Analysis: To better understand possible constraints (to be completed as part of Task 5) Level of Service based on potential buildout of the area, multimodal transportation facilities, future planned capital improvements),
 - Utility Constraints (to be completed as part of Task 5)
 - Resiliency: Population within the coastal high hazard and evacuation route capacity

Task 5 – Infrastructure Recommendations

The infrastructure recommendations task will include the sub tasks below. The top priority projects/initiatives for the sub tasks will be costed. The costing of longer-term projects beyond the top priority projects will be considered additional services.

1. Mobility, Public Realm and Placemaking Improvements to include the following:
 - Draft Mobility/Public Realm/Placemaking Plan to include:
 - Perform up to two (2) site visit(s) to analyze, catalog, photograph, and establish baseline condition of district public spaces within the rights-of-way and adjacent to rights-of-way.
 - Build off of past work, and existing work (from the USF MURP Studio) to prepare a district map and photo catalogue of the site area depicting the mobility/parking, public realm and placemaking existing conditions and opportunity locations. The purpose will be to include walkability including other ways to get around the district and connect outside of the district along with an increased sense of place.
 - Conduct one (1) meeting or design charrette with members of the project team and key stakeholders (as part of an update meeting identified in Task 1), to facilitate discussion and input on specific public realm and placemaking amenities that are desired within the District.
 - Prepare quick graphic sketches, up to four (4), depicting district improvements at site locations identified in the placemaking analysis and during the design charrette.
 - Prepare design imagery boards depicting conceptual district plans graphics and sketches depicting public realm improvements identified during the design charrette, to include additional/updated streetscape, signage/wayfinding, hardscape, benches, micro-mobility, lighting, district branding opportunities
 - Prepare 3D design sketches to best convey the design intent of the proposed enhancements in Sketchup (.SKP) format. Up to four (4), 3D sketches will be prepared as part of this task.

- Final Mobility/Public Realm/Placemaking Plan to include:
 - A final design matrix and district map identifying existing and future public realm and placemaking amenity elements and phasing for improvements
 - Final Mobility, Public Realm and Placemaking Master Plan graphics in electronic PDF format depicting improvements for each of the areas identified in the design matrix. This plan will graphically depict the elements identified in the Design Matrix and will further elaborate on the overall design aesthetic of the project area.
 - Final Design imagery boards will be provided in electronic PDF format depicting the general design aesthetic of public realm amenities, hardscape, signage, site amenities, and lighting treatments as well as imagery of the proposed plant palette that will be included in the District.
 - Final updated 3D renderings, up to four (4) for potential mobility and greenspace improvements will be included to best convey the design intent of the enhancements in Sketchup (.SKP) format.
 - Prioritized list with phasing to include top tier priority projects including quick wins (anticipated to be 5-10), along with a list of longer-term projects. General planning level costs will be developed for top priority projects. This scope does not include opinions of probable costs for every project listed in the master plan. Potential public and private funding sources will be identified. Materials will be summarized in a presentation format and further summarized in the master plan with a brief narrative.
2. Other Public Infrastructure and Facility Recommendations:
- Coordination on other city efforts: The A/E will work with the city staff to understand current and proposed stormwater and seawall improvements that the city has prepared. One (1) workshop meeting will be conducted with city staff and their consultants for Citywide the stormwater master plan and the seawall master plan (to get an understanding where they are in the process and what type of strategies and or interventions are being reviewed. The purpose will be to determine impacts/overlaps with the St. Petersburg Innovation District.
 - Due Diligence: The A/E will develop limited due diligence with recommendations summarized in a brief document/presentation on existing infrastructure and facilities to serve the proposed land use strategy. Utility constraints will be identified. The A/E will research readily available information including public utility locations, drainage information, and access.
 - Recommendations with potential interventions/recommendations: The A/E will identify resiliency and redundancy strategies, public and private sustainability considerations, sustainable environment creation, and Salt Creek Upgrade project. The A/E will research and identify potential adaptation interventions/recommendations (to include examples) that are relevant to the district anticipated to include the following and to be coordinated with recommendations from other tasks:
 - Blue, Gray, Green Infrastructure
 - Land-use Strategy
 - Disaster Planning
 - Asset Management
 - Policy Updates
 - Social Equity
3. Network Asset and other recommendations: Other strategies and recommendations that come out of the analysis and stakeholder engagement will be identified. It is envisioned that these strategies will include strategies on injecting innovative technology with mobility, placemaking, other infrastructure and housing improvements. Phasing for the strategies will be included.

4. Hub2/Hub Expansion Support: In support of planning for the area next to the Maritime and Defense Technology (Hub), a higher-level exterior 3D model of a potential new building with limited architecture will be developed. Renderings of the exterior will be created, including how the building meets the Port of St. Petersburg side and the streetscape along 8th Avenue South. A narrative along with the renderings will be included. Interior space planning and renderings can be developed as part of additional services.

Task 6 – Public and Stakeholder Engagement

The stakeholder engagement task will be conducted throughout the project and will include:

1. Stakeholder/Focused Meetings will be conducted by the A/E with up to three (3) staff attending.
 - City staff Interviews: Conduct up to three (3) interviews with city staff departments. The meetings are envisioned to be over one day in-person and that city departments can be grouped together.
 - Focus Meetings/Interviews: Conduct up to six (6) focus groups/interviews with institutions, land owners and other stakeholders involved in master planning (it is envisioned they will be grouped by major pillar). It is envisioned one will occur with the Maritime and Defense Technology Hub Tenants / Stakeholders
 - Innovation District Board of Directors/funding partners: Conduct up to three (3) meetings in person with the Innovation District Board of Directors
 - Innovation District Council of Stakeholders: Conduct up to two (2) in-person meetings with the District Council of Stakeholders
 - Agency Meeting: One meeting or call will be scheduled to discuss recommendations with Forward Pinellas and PSTA.
 - Developer Interviews: Conduct up to three (3) interviews with brokers and industry experts to inform findings in Tasks 2.3 and 3.
 - Listening session: The A/E will host up to three (3) listening sessions or additional meetings for stakeholders and members of the community as needed.
2. Neighborhood Engagement Events: The A/E will prepare for and attend up to three (3) neighborhood events where members of the community are already present. These neighborhoods include Historic Roser Park, Old Southeast, Bartlett Park. It is anticipated that Campbell Park and Downtown could be engaged through neighborhood meetings attended by city or Innovation District staff.
3. Engagement Summary: The A/E will summarize key themes. The input will be used in the development of the master plan.
4. Digital Engagement: The A/E will develop one online survey and/or storymap to include an online map and questions related to the master plan components to gauge input. The A/E will provide the link to City staff and/or the St. Petersburg Innovation District. It is envisioned that the online map will reside on the St. Petersburg Innovation District webpage and could include assets, input received in a user friendly format.
5. Draft Master Plan Roll-out event: Include one (1) roll-out event with stakeholders and members of the community to gain input on the draft master plan.

Task 7 – Draft and Final Master Plan Document

The draft master plan will be a succinct and graphical document that summarizes the previous tasks (guiding principles, infrastructure, economic development, and engagement) . The task will include the following:

1. Draft Master Plan document with actions: A draft master plan report will be developed to document the action plan. The master plan is intended to be a brief graphical document with supporting information developed as appendices. The plan will present and summarize the vision for the Innovation District and identify implementable projects and strategies with timeframes (with funding sources), planning level costs for top priority projects, responsible parties, and key considerations summarized. The plan will also incorporate recommendations from sections described above to include guiding principles, physical infrastructure actions, policy and regulatory actions, market/economic and funding actions, and networking/partnership actions.
2. Final Master Plan document with actions: A final master plan document will be provided after the A/E makes updates based on three (3) rounds of consolidated comments.
3. Close-out and provide materials and files: The A/E will provide project files and data to the project team to close-out the project

SCHEDULE

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

	<u>Timeline from NTP (Months)</u>
Task 1 – Project Management and Coordination	Throughout
Task 2 – Information Gathering/Benchmarking	Months 1 - 3
Task 3 – Market/Economic Development Recommendations	Month 1 - 5
Task 4 – Land Use Strategy Recommendations/SAP	Month 4 - 9
Task 5 – Infrastructure Recommendations	Month 3 - 8
Task 6 – Public and Stakeholder Engagement	Throughout
Task 7 – Draft and Final Master Plan	Months 8 - 12

A/E'S RESPONSIBILITIES

The A/E shall provide the services described in the above Scope of Services.

CITY AND/OR INNOVATION DISTRICT RESPONSIBILITIES

The City's and Innovation District's participation under this Task Order will be discussed throughout the project during team meetings and is anticipated to include, but not limited to, to the following:

- Provide past plans in the area as well as applicable regulations
- Provide existing GIS and other available data and information
- Setup meeting locations, contact/coordinate with stakeholders, advertise meetings
- Provide consolidated comments on deliverables

DELIVERABLES

Task 1 Project management and coordination

- Schedule and work plan, data needs listing, interactive file sharing protocols, stakeholder mapping
- Progress updates

Task 2 Information gathering/benchmarking and analysis

- Plan review matrix
- Market scan summary included in presentation format

Task 3 Market/economic development recommendations

- Draft existing conditions presentation summarizing key findings from the asset mapping, market assessment, case study, and swot analysis as well as implications for the master plan, including programmatic and industry attraction opportunities to prioritize.
- Draft matrix of funding opportunities

Task 4 Land use strategy recommendations

- Briefing presentation of land use strategy and special area plan analysis including potential land use strategies and LDR updates
- Special Area Requirements for Countywide Plan Amendment summary

Task 5 Infrastructure recommendations

- Draft presentation of mobility, public realm, public infrastructure, and technology improvement recommendations, including phasing and costing of top priorities, four sketches and four 3D renderings, higher-level 3D model of area next to the Maritime and Defense Technology (Hub)

Task 6 Public and Stakeholder Engagement

- Prepare materials and attend engagement events
- Engagement summary

Task 7 Draft and Final Master Plan

- Prepare and submit draft master plan with digital summary
- Make updates to the master plan
- Provide final files and materials

A/E'S COMPENSATION

For Tasks 1 through 7, the City shall compensate the A/E the lump sum amount of \$400,000, per Appendix B.

The total Task Order amount is **\$450,000**, per Appendix B.

PROJECT TEAM

Kimley-Horn will serve as the A/E and team Subconsultants will include the following:

- HR&A
- Keys Consulting Firm
- Zyscovich (As needed)

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: _____
Chandrasasa 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)

(Company Name)

WITNESSES:

By: _____
(Authorized Signatory)

By: _____
(Signature)

(Printed Name and Title)

(Printed Name)

Date: _____

By: _____
(Signature)

(Printed Name)

FUNDING AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into on the ____ day of _____ 2024 (“Execution Date”), by and between St. Petersburg Innovation District, Inc. (“Innovation District”) a Florida Not-For-Profit Corporation, and the City of St. Petersburg, Florida, (“City”) (collectively, “Parties”).

WHEREAS, the St. Petersburg Innovation District was established in 2016 as a critical cluster of institutional and industrial members actively working to form a cohesive district centered on the common theme of innovation; and

WHEREAS, the Innovation District desires to contribute funding to the City to be used for the hiring of a master planning consultant (“Consultant”) to prepare a master plan for the innovation district, to include information gathering, market/economic development recommendations, land use strategy recommendations/special area plan development, and infrastructure recommendations.

NOW, THEREFORE, in consideration of the foregoing recitals (which are an integral part of this Agreement and are incorporated herein by reference) and 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. PURPOSE

The Parties desire to enter into this Agreement for the Innovation District to provide funding to the City to be used toward the hiring of a Consultant to prepare an innovation district master plan.

2. DESCRIPTION OF PROJECT

The City will be responsible for procuring and retaining the Consultant to prepare an innovation district master plan, including, but not limited to information gathering, market/economic development recommendations, land use strategy recommendations/special area plan development, and infrastructure recommendations (“Master Plan”).

The City anticipates that the Master Plan will be prepared by the Consultant in tasks and the City will share with the Innovation District the materials produced and developed by the Consultant during each task (the “Deliverables”) to provide Innovation District the opportunity to comment; provided, however, that the City retains sole control over final approval of the Deliverables. Additionally, the City will retain sole ownership of all Deliverables prepared by the Consultant.

3. FUNDING

A. The Innovation District shall provide to the City two hundred thousand dollars (\$200,000) (the “Contribution”) to be used by the City for the development of the Master Plan by the Consultant.

B. Payment Schedule.

- a.** The City shall invoice the Innovation District for one half of the Contribution (\$100,000) no later than fifteen (15) days after the Execution Date and such invoice shall be paid in full by the Innovation District no later than thirty (30) days after receipt.
- b.** The City shall invoice the Innovation District for the remaining one half of the Contribution (\$100,000) no earlier than six months after the Execution Date and such invoice shall be paid in full by the Innovation District no later than thirty (30) days after receipt.

C. Repayment of Unused Funds.

- a.** If the City terminates its agreement with the Consultant (“A/E Agreement”) before completion of the Master Plan for any reason other than the failure of the Innovation District to fulfill its payment obligations outlined in paragraph 3.b. of this Agreement, then the City shall return to the Innovation District any pre-paid, unused portion(s) of the Contribution that remain after the City has satisfied all of the City’s payment obligations to the Consultant pursuant to the terms and conditions set forth in the A/E Agreement. The specific amount owed to the Innovation District will be determined by the City based on the following cost-sharing arrangement: the City will use the Contribution to cover one half of each payment made to the Consultant, excluding any payment(s) made for the work described in Task 5.4 (Hub 2/Hub Expansion Support) of the A/E Agreement Scope of Services, which the City will cover utilizing other funding sources.
- b.** If the City terminates the A/E Agreement before completion of the Master Plan due to the Innovation District’s failure to fulfill its payment obligations outlined in paragraph 3.b. of this Agreement, then the Innovation District will not be entitled to receive a refund of any pre-paid portion(s) of the Contribution. Nothing in this paragraph may be construed as limiting the City’s rights and remedies in the event of a breach by the Innovation District of its obligations under this Agreement.

4. EFFECTIVE DATE AND TERM OF THE AGREEMENT

This Agreement will be effective upon on the Execution Date and will remain in effect until such time as the Consultant has provided all the Deliverables required by its agreement with the City, unless this Agreement is earlier terminated as provided for herein.

5. AMENDMENTS

This Agreement may be modified or amended only by a document in writing executed by the Parties with the same formality of this Agreement.

6. TERMINATION

The city may terminate this Agreement upon written notice to the Innovation District in the event the Innovation District 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. Additionally, this Agreement will be automatically terminated upon termination of the City's agreement with the Consultant.

7. 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.

8. SEVERABILITY

Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.

9. 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 one party to another must be in writing and will be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CITY OF ST. PETERSBURG

INNOVATION DISTRICT

450 8th Ave SE

St. Petersburg, FL 33701

10. PUBLIC RECORDS

The Innovation District shall keep adequate records and supporting documentation applicable to this Agreement in accordance with Florida public records laws (§119.01, Florida Statutes, et seq.). The City reserves the right to audit or have a third-party auditor audit the Innovation Districts records, at the sole cost and expense of the Innovation District, as such records relate to this Agreement during the term of this Agreement.

11. ENTIRE AGREEMENT

This Agreement reflects the full and complete agreement between the Parties regarding the subject matter contained herein and supersedes all prior or contemporaneous agreements (whether oral or written) between them regarding the subject matter contained herein.

12. SURVIVAL

All obligations or rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement will survive such expiration or earlier termination.

13. EXECUTION

This Agreement may be signed in counterparts by the Parties hereto.

14. 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.

15. 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 accords.

[SIGNATURE PAGES FOLLOW]

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

ST. PETERSBURG INNOVATION DISTRICT, INC.

By: Alison Barlow

Print: Alison Barlow

Title: Executive Director

CITY OF ST. PETERSBURG, FLORIDA:

By: _____

Print: _____

Title: _____

ATTEST:

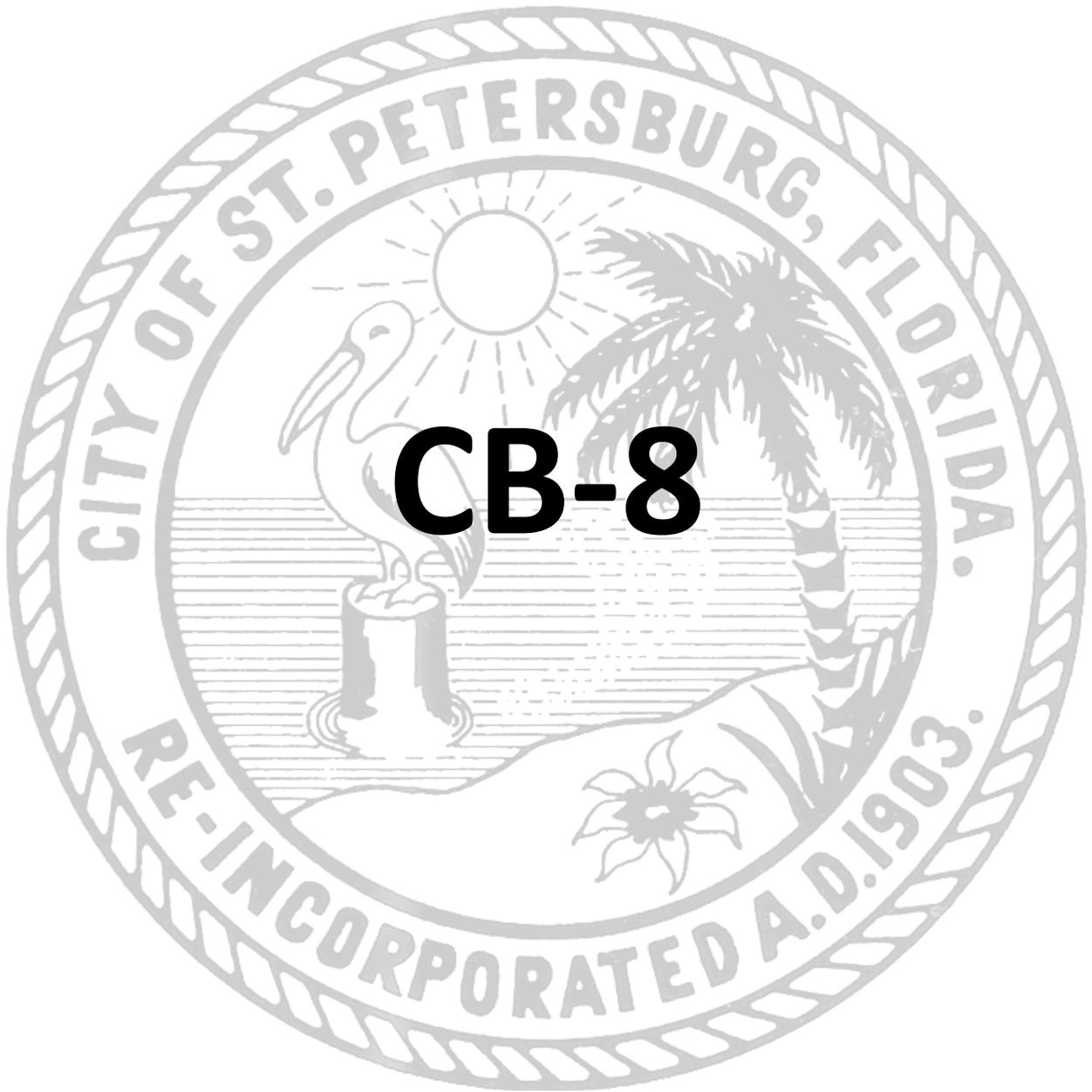
(SEAL)

Approved as Form and Content

City Clerk (Designee)

City Attorney (Designee) 00733061

The following page(s) contain the backup material for Agenda Item: Approving a resolution authorizing the Mayor or his designee to accept a grant in the amount of \$3,510 from FitLot, Inc. to support fitness programming at the AARP sponsored outdoor fitness park located at Booker Creek Park; to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$3,510 from the increase in the unappropriated balance of the General Fund (0001), resulting from these grant revenues, to the Parks and Recreation Department, Healthy St. Pete Division (190-1587), FitLot FY24 Project (TBD); and providing an effective date. Please scroll down to view the backup material.



CB-8

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of May 16, 2024

TO: City Council Chair & Members of City Council

SUBJECT:

Approving a resolution authorizing the Mayor or his designee to accept a grant in the amount of \$3,510 from FitLot, Inc. to support fitness programming at the AARP sponsored outdoor fitness park located at Booker Creek Park; to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$3,510 from the increase in the unappropriated balance of the General Fund (0001), resulting from these grant revenues, to the Parks and Recreation Department, Healthy St. Pete Division (190-1587), FitLot FY24 Project (TBD); and providing an effective date.

EXPLANATION:

The mission of Healthy St. Pete, a division of the Parks and Recreation Department, is to build a culture of health in the city by making the healthy choice the easy choice through a collaborative community effort. The activation of programming at the AARP FitLot Fitness Park will increase access to no-cost physical fitness opportunities for residents, promote healthy behaviors, and work to encourage positive health outcomes for residents.

COST/FUNDING/ASSESSMENT INFORMATION:

Revenues of \$3,510 will be received from FitLot, Inc. and deposited into the General Fund (0001). Funds will be available after the approval of a supplemental appropriation in the amount of \$3,510 from the increase in the unappropriated balance of the General Fund (0001), resulting from these grant revenues to the Parks and Recreation Department, Healthy St. Pete Division (190-1587), FitLot FY24 Project (TBD).

ATTACHMENTS: Resolution

APPROVALS:

Administrative: 

Budget: Lance Stanford

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT A GRANT IN THE AMOUNT OF \$3,510 FROM FITLOT, INC. TO SUPPORT FITNESS PROGRAMMING AT THE AARP SPONSORED OUTDOOR FITNESS PARK LOCATED AT BOOKER CREEK PARK; TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$3,510 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), RESULTING FROM THESE GRANT REVENUES, TO THE PARKS AND RECREATION DEPARTMENT, HEALTHY ST. PETE DIVISION (190-1587), FITLOT FY24 PROJECT (TBD); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Healthy St. Pete, a community engagement and empowerment initiative, encourages a culture of health via the implementation of diverse strategies that positively impact the many factors that affect health and well-being; and

WHEREAS, policies implemented by the City of St. Petersburg (“City”) outside of the traditional health sector significantly affect the social determinants of health, including policies related to urban redevelopment, food access, housing, transportation, public safety, education, sustainability, climate change, parks, air and water quality, criminal justice, and economic development; and

WHEREAS, FitLot, Inc. (“FitLot”) has awarded the City a grant in the amount of \$3,510 to support fitness programming at the AARP sponsored outdoor fitness park located at Booker Creek Park; and

WHEREAS, programming at the AARP sponsored outdoor fitness park is consistent with the City’s sustainability vision and mission statement and supports the long-term goals of the Healthy St. Pete initiative and the AARP Age-Friendly Communities initiative.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to accept a grant in the amount of \$3,510 from FitLot to support fitness programming at the AARP sponsored outdoor fitness park located at Booker Creek Park and to execute all documents necessary to effectuate this transaction.

BE IT FURTHER RESOLVED, that there is hereby approved from the increase in the unappropriated balance of the General Fund (0001), resulting from these grant revenues, the following supplemental appropriation for FY24:

<u>General Fund (0001)</u> Parks and Recreation Department, Healthy St. Pete Division (190-1587), FitLot FY24 Project (TBD)	\$3,510
--	---------

This resolution shall take effect immediately upon its adoption.

LEGAL:

Sarah Tucker

00740582

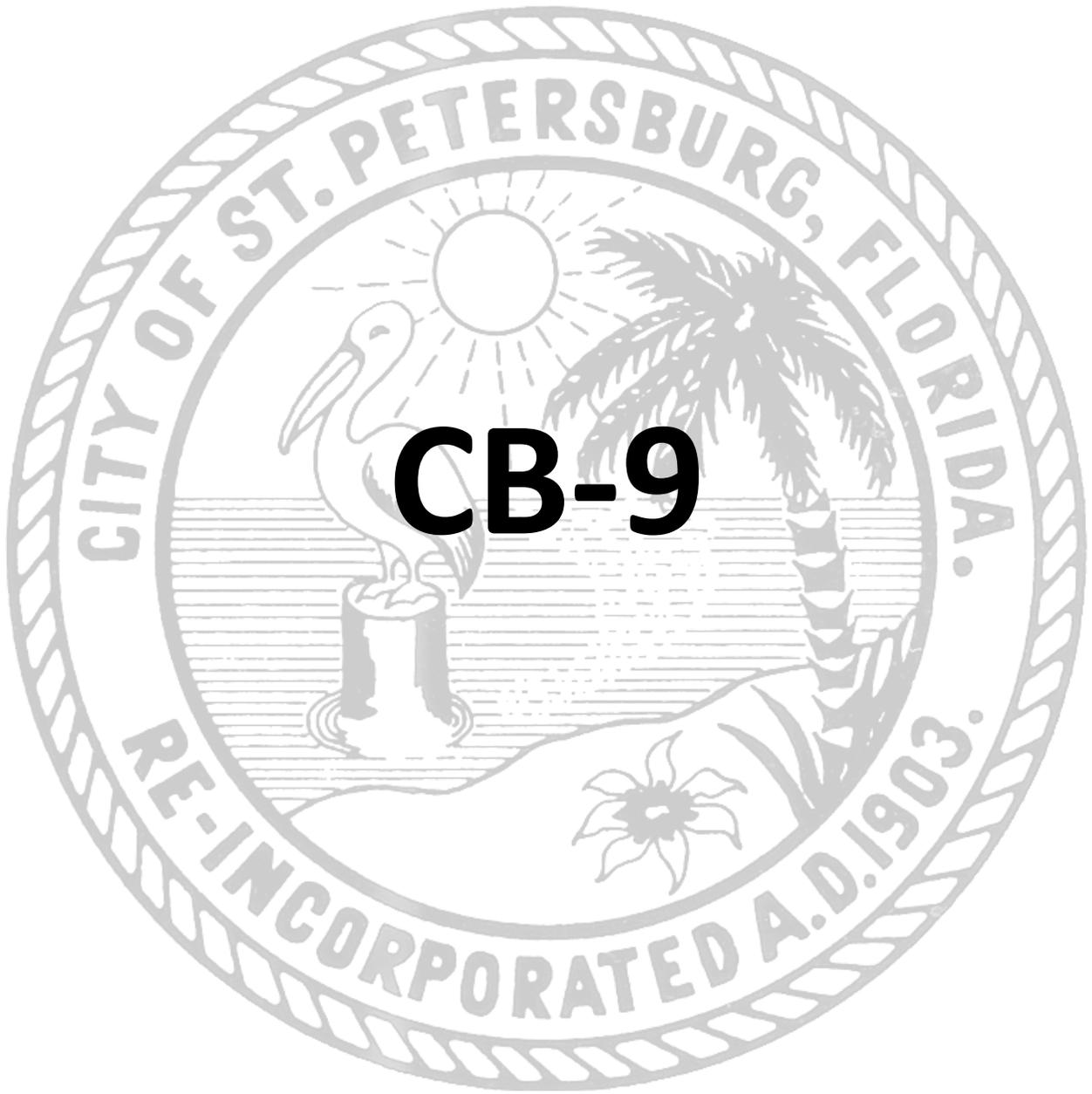
BUDGET:

E Makofske

DEPARTMENT:

[Signature]

The following page(s) contain the backup material for Agenda Item: Approving a resolution authorizing the Mayor or his designee to accept a grant from the State of Florida Department of Agriculture and Consumer Services (“Department”) in an amount not to exceed \$421,450 for the City’s Summer Food Service Program and to execute a grant agreement and all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$421,450 from the increase in the unappropriated balance of the General Fund (0001), resulting from these grant revenues, to the Parks & Recreation Department, Administration Division (190-1573), Summer Food Service Program FY24 Project (TBD); and providing an effective date. Please scroll down to view the backup material.



CB-9

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of May 16, 2024

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

SUBJECT: Approving a resolution authorizing the Mayor or his designee to accept a grant from the State of Florida Department of Agriculture and Consumer Services (“Department”) in an amount not to exceed \$421,450 for the City’s Summer Food Service Program and to execute a grant agreement and all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$421,450 from the increase in the unappropriated balance of the General Fund (0001), resulting from these grant revenues, to the Parks & Recreation Department, Administration Division (190-1573), Summer Food Service Program FY24 Project (TBD); and providing an effective date.

EXPLANATION: The Department will award the City of St. Petersburg funding to provide free breakfast and lunch for any child or teen aged 18 or under at 17 recreation sites during the summer, five days a week, from June 3, 2024 through August 9 2024. This program is funded by the U.S. Department of Agriculture through the state. A child or teen need not be registered in a City program. The times that the meals are available are posted at each site. The grant pays for the meals and provides for an administrative cost to run the program. The payments under the grant are made on a reimbursement basis based on how many meals are served.

RECOMMENDATION: City Administration recommends City Council approve the attached resolution authorizing the Mayor or his designee to accept a grant from the State of Florida Department of Agriculture and Consumer Services (“Department”) in an amount not to exceed \$421,450 for the City’s Summer Food Service Program and to execute a grant agreement and all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$421,450 from the increase in the unappropriated balance of the General Fund (0001), resulting from these grant revenues, to the Parks & Recreation Department, Administration Division (190-1573), Summer Food Service Program FY24 Project (TBD); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Revenues of approximately \$421,450 will be received from the Department and deposited into the General Fund (0001). Funds will be available after the approval of a supplemental appropriation in the amount of \$421,450 from the increase in the unappropriated balance of the General Fund (0001), resulting from these grant revenues to the Parks & Recreation Department, Administration Division (190-1573).

ATTACHMENTS: Resolution

APPROVALS:

Administrative: *M. M. J. J.*

Budget: *Lance Stanford*

RESOLUTION NO. 2024- _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT A GRANT FROM THE STATE OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES (“DEPARTMENT”) IN AN AMOUNT NOT TO EXCEED \$421,450 FOR THE CITY’S SUMMER FOOD SERVICE PROGRAM AND TO EXECUTE A GRANT AGREEMENT WITH THE DEPARTMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$421,450 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), RESULTING FROM THESE GRANT REVENUES, TO THE PARKS & RECREATION DEPARTMENT, ADMINISTRATION DIVISION (190-1573), SUMMER FOOD SERVICE PROGRAM FY24 PROJECT (TBD); AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the City of St. Petersburg Parks & Recreation Department applied for and was awarded a grant from the State of Florida Department of Agriculture and Consumer Services (“Department”) in an amount not to exceed \$421,450 to provide funding for the City’s Summer Food Service Program, which provides free breakfast and lunch for any child or teen age 18 or under.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to accept a grant from the Department in an amount not to exceed \$421,450 for the City’s Summer Food Service Program and to execute a grant agreement with the Department and all other documents necessary to effectuate this transaction.

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional grant revenues, the following supplemental appropriation for fiscal year 2024:

<u>General Fund (0001)</u>	
Parks & Recreation Department,	
Administration Division (190-1573),	
Summer Food Service Program FY24 Project (TBD)	\$421,450

This resolution shall become effective immediately upon its adoption.

LEGAL:



DEPARTMENT:

Michael J. Jefferis Administrator
Community Enrichment Administration

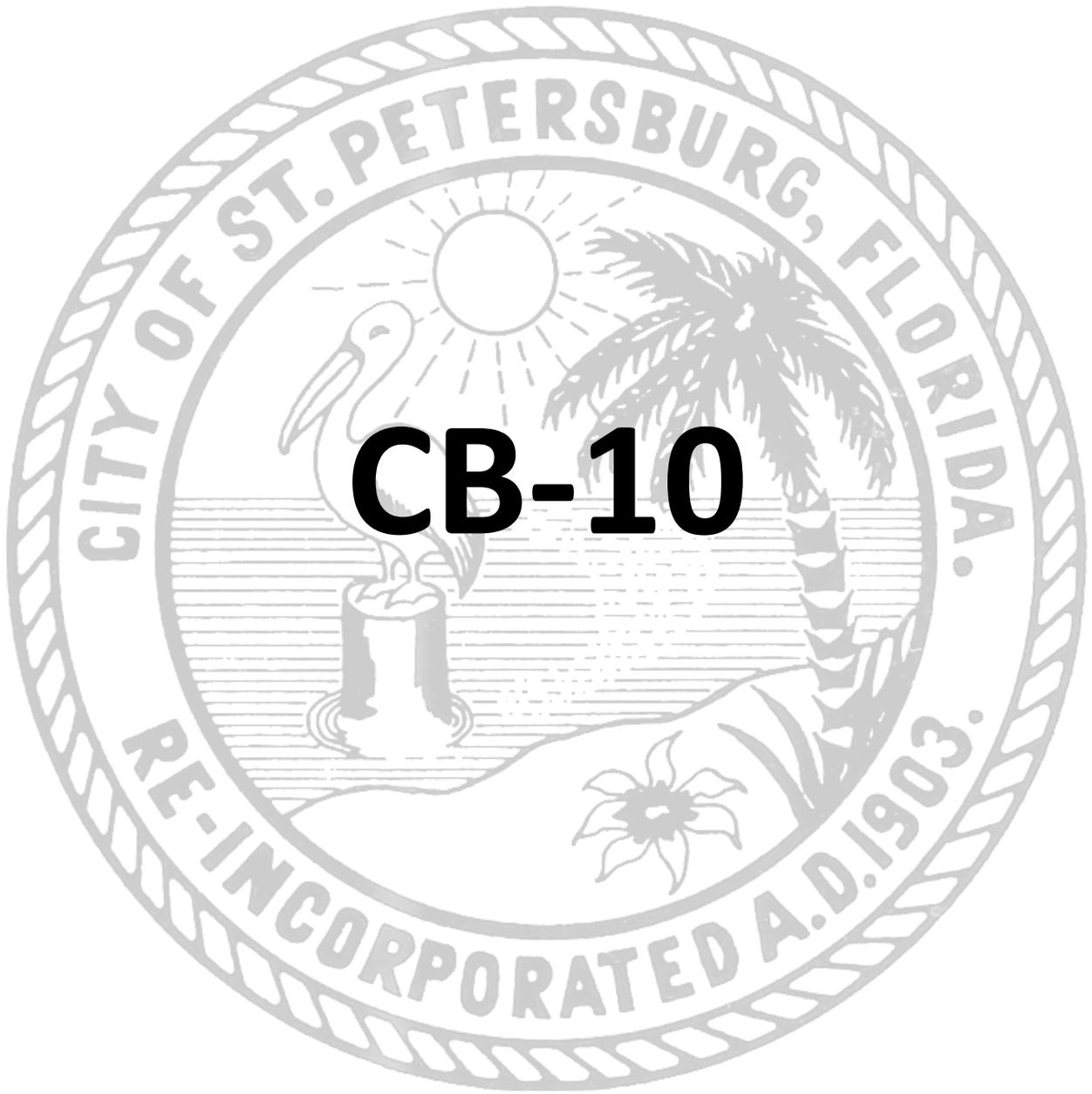
BUDGET:



Elizabeth M. Makofske, Director
Budget and Management Department

The following page(s) contain the backup material for Agenda Item: Authorizing the Mayor or his designee to execute a Cooperative Funding Agreement between the City of St. Petersburg, Florida and the Southwest Florida Water Management District for the Sensible Sprinkling Program Phase 11 for a total Project cost of \$100,000.

Please scroll down to view the backup material.



CB-10

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of May 16, 2024

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

SUBJECT: Authorizing the Mayor or his designee to execute a Cooperative Funding Agreement between the City of St. Petersburg, Florida and the Southwest Florida Water Management District for the Sensible Sprinkling Program Phase 11 for a total Project cost of \$100,000.

EXPLANATION: The Water Resources Department and the Southwest Florida Water Management District (SWFWMD) are proposing to enter into a FY2024 Cooperative Funding Agreement for Phase 11 of a Sensible Sprinkling Program (“Project”). During Phase 11, the City and SWFWMD anticipate providing 300 audits and 300 rain sensor installations to all water customers with working in-ground irrigation systems. Efforts will be made to target customers who have not previously participated in this Program. An educational packet promoting outdoor and indoor water conservation practices will complement this Program. The first ten phases of the Program were highly successful with over 3,330 sprinkler system audits and almost 3,000 rain sensors installed, all for no cost to water customers.

The Agreement with the SWFWMD has a total project cost of \$100,000. The City of St Petersburg agrees to fund 50% of the total cost or \$50,000 and the SWFWMD agrees to fund 50% of the total cost or \$50,000. The District's Agreement includes a provision for attorney's fees and costs incurred by the District if the City fails to complete the Project in accordance with the Agreement, or to appropriate sufficient funds to complete the Project and the City fails to repay those funds. Generally, the City will not enter into a contract including attorney fees provisions and the decision to accept District funding should be made taking the potential risk of having to pay such fees and costs into account. There have been no contract claims on the previous co-funding agreements. The non-appropriation clause does not specifically limit funding by the City to an annual appropriation; however, since the City’s funding is appropriated in advance of the Project, the legal risk that the Agreement would be found void appears small.

Administration recommends that the Mayor or his designee be authorized to execute the FY2024 Cooperative Funding Agreement with the Southwest Florida Water Management District for funding the City of St. Petersburg Sensible Sprinkling Program Phase 11.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Operating Fund (4001), Water Resources Department, Water Conservation Administration Division (420-2133), Sensible Sprinkling Program Project (TBD).

ATTACHMENTS: SWFWMD Agreement, Resolution.

APPROVALS:

Resolution No. ____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A COOPERATIVE FUNDING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT FOR THE SENSIBLE SPRINKLING PROGRAM PHASE 11 FOR A TOTAL PROJECT COST OF \$100,000.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Southwest Florida Water Management District (“District”) and the City of St. Petersburg (“City”) entered into an initial agreement in 2001 and entered into subsequent agreements for a water conservation initiative program known as the Sensible Sprinkling Program (“Project”); and

WHEREAS, in order to continue the Project, the District and the City wish to enter into a new agreement in FY2024 for a total amount not to exceed \$100,000.00, with the District’s contribution not to exceed \$50,000.00; and

WHEREAS, the District and the City have agreed upon the type and extent of the Project to be completed and the amount and method of compensation to be paid by the District to the City for the implementation of the Project.

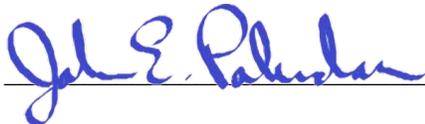
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his Designee is authorized to execute a Cooperative Funding Agreement between the City of St. Petersburg and the Southwest Florida Water Management District for the Sensible Sprinkling Program Phase 11 for a total Project cost of \$100,000.00.

This Resolution shall take effect immediately upon its adoption.

LEGAL:



DEPARTMENT:



Southwest Florida Water Management District Cooperative Funding Initiative (CFI) Project Agreement (Type 1-3)

This Agreement, including any exhibits referenced, attached, or incorporated herein (Agreement) is entered into by and between the Southwest Florida Water Management District (District) and the Cooperator named below:

Project Information

Cooperator Name: City of St. Petersburg
 Cooperator Address: 1650 3rd Avenue North
St. Petersburg, Florida 33713
 Project Number: Q387
 Project Name: St. Petersburg Sensible Sprinkling Program - Phase 11
 Project Description: The project consists of making available financial incentives and services to customers for approximately 300 irrigation evaluations and rain sensor installments (Project).
 Electronic Signature: Yes

Funding/Agreement Information

*expiration dates subject to change

Risk Level: Type 1
 Effective Date: 10/01/2023 *Expiration Date: 04/30/2026
 Board-Approved Project Amount: \$100,000 *O&M Expiration Date: _____
 State Funds: No Multi-Year Funded Project: No
 Federal Funds: No CSFA #: _____ Title: _____
 District's Maximum Funding Share: \$50,000 CFDA #: _____ Title: _____
 Approved funds: \$50,000 Through FY: 2024
 Cooperator's Funding Match: \$50,000 Land Acquisition Cost: No
 Maximum Design Match: No Conservation Easement: No

Party Contacts

District Contract Manager
 Name: Brent White, Senior Water Supply Analyst
 Address: 2379 Broad Street
Brooksville, FL 34604
 Phone: (352) 269-5182
 Email: Brent.white@swfwmd.state.fl.us

Cooperator Project Manager
 Name: Christine Claus
 Address: 1650 3rd Avenue North
St. Petersburg, Florida 33713
 Phone: (727) 892-5688
 Email: chris.claus@stpete.org

The Parties agree to comply with the terms and conditions set forth in the exhibits below, which are incorporated herein by reference:

X	Exhibit A - CFI Standard Terms and Conditions (Type 1-3, Public Cooperator)
	Exhibit A - CFI Standard Terms and Conditions (Type 1-3, Private Cooperator)
	Exhibit B - CFI Special Terms and Conditions – Construction, Restoration, or Conservation with Construction
	Exhibit B - CFI Special Terms and Conditions – Construction (Water Quality/Flood Protection)
	Exhibit B - CFI Special Terms and Conditions – Construction (Reclaimed Water)
	Exhibit B - CFI Special Terms and Conditions – Construction (ASR and Recharge)
X	Exhibit B - CFI Special Terms and Conditions – Non-Construction (Feasibility Study, Conservation, Watershed Management Plan)
	Exhibit B - CFI Special Terms and Conditions – Construction (Third-Party Review)
	Exhibit B - CFI Special Terms and Conditions – Septic to Sewer
X	Exhibit C - Project Plan
	Exhibit D - Contingency Funds Justification Form
	Exhibit E - Special Audit Requirements
	Exhibit F - State Funding Requirements
	Exhibit G - Federal Funding Requirements
	Exhibit H - Miscellaneous
X	Attachment 1 - Cooperative Funding Agreement Checklist
	Attachment 2 - Sample Conservation Easement

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

Southwest Florida Water Management District

By: _____
 Name: _____ Date: _____
 Title: _____

City of St. Petersburg

By: _____
 Name: _____ Date: _____
 Title: _____

Attest:

By: _____
 Chan Srinivasa, City Clerk

Approved as to Form and Content:

By: _____
 City Attorney (Designee)

Exhibit A
Southwest Florida Water Management District
Standard Terms and Conditions
Public Cooperator

1. Project Contacts and Notices.

The individuals identified in the CFI Project Agreement are the prime contacts for matters relating to this Agreement. Each party shall provide notice to the other party of any changes to the prime contact information. All notices under this Agreement shall be in writing to the other party's prime contact and shall be sent by email or overnight mail, except for cure and default notices which shall be sent by certified mail. Unless otherwise indicated in this Agreement, reports may be provided by email. Notices and reports are effective upon receipt. Any notice or report delivered by email shall request a receipt thereof confirmed by email or in writing by the recipient and the effective date shall be the date of receipt, provided such receipt has been confirmed by the recipient.

2. Contact Authority.

The Cooperator's Project Manager is authorized to affirm the invoice certification required by this Agreement. The District's Contract Manager is authorized to approve requests to extend a Project task deadline or to adjust a line item amount of the Project Budget. The District's Contract Manager is not authorized to approve any time extension that will extend a Project task beyond the expiration date of this Agreement or which will result in a change to the total project cost or the parties' funding shares as identified in the CFI Project Agreement. Changes authorized by this Paragraph do not require a formal written amendment but must be in writing and signed in accordance with each party's signature authority.

3. Agreement Term.

The effective date of this Agreement is identified in the CFI Project Agreement. The expiration date is the date identified in the CFI Project Agreement, or upon the satisfactory completion of the Project and subsequent final reimbursement to the Cooperator, whichever occurs first. If Exhibit B requires the Cooperator to operate and maintain the Project after its completion, the operation and maintenance obligation shall survive the above-referenced expiration date for 20 years, beginning on the date provided in Exhibit B. The Cooperator is not eligible for reimbursement for any Project work conducted or costs incurred prior to the effective date of this Agreement.

4. Scope of Work.

The Cooperator shall perform the services necessary to complete the Project in accordance with Exhibit C, the Project Plan. The Cooperator shall commence and complete Project tasks in accordance with the Project Schedule, including any properly authorized extensions of time. Time is of the essence in the performance of each obligation under this Agreement. The Cooperator shall promptly advise the District of issues that arise that may impact the successful and timely completion of the Project. The Cooperator shall be solely responsible for managing and controlling the Project and its operation and maintenance, including the engagement and supervision of any consultants or contractors.

5. Funding.

5.1. The anticipated total cost of the Project (Board-Approved Project Amount) is identified in the CFI Project Agreement. The District's maximum funding share is identified in the CFI Project Agreement, subject to Paragraph 6 below. The Cooperator's funding match is identified in the CFI Project Agreement and cannot include state or federal appropriations, or grant monies, as provided in Subparagraph 5.2. The Cooperator agrees to provide all remaining funds necessary for the satisfactory completion of the Project.

5.2. The Cooperator's funding match is based on the Board-Approved Project Amount and cannot include state or federal appropriations, or grant monies. The District will not fund any Project cost increases. State or federal appropriations, or grant monies, may be used to cover Project cost increases. Should those state or federal appropriations, or grant monies, exceed Project

cost increases, the remaining funds will be used to equally reduce the District funding amount and the Cooperator's Board-approved match. If Project costs are equal to or less than the Board-Approved Project Amount, state or federal appropriations, or grant monies, will equally reduce the District's funding amount and the Cooperator's Board-approved match. The Cooperator shall provide written notice to the District if a) it intends to use state or federal appropriations, or grant monies to fund Project costs, indicating the amount and funding source, and b) Project costs are expected to increase, indicating the increased amount and the funding source to cover the cost increase. If the District provides funding for the Project in excess of the amount required by this Agreement, after all state or federal appropriations, or grants monies have been applied, the Cooperator will promptly refund such overpaid amounts to the District. This Subparagraph shall survive the expiration or termination of this Agreement.

- 5.3. Reimbursement for expenditures of contingency funds is contingent upon the District's approval and determination, in its sole discretion, that the expenditures were necessary to achieve the resource benefit of the Project and were not in excess of what was reasonably necessary to complete the Project. The term "contingency funds" shall include funds that are allocated for unanticipated or extra work needed to complete the Project. Items not considered for reimbursement include those unrelated to the resource benefit or resulting from design errors and defects in the work. The Cooperator may submit up to 5% of the Board-Approved Project Amount for contingency reimbursement. The District's total reimbursement obligation of contingency expenses is limited to its funding percentage of the Board Approved Project Amount. If an invoice includes expenditures of contingency funds, the Cooperator shall complete and submit the Contingency Funds Justification Form attachment to explain the basis of each line item expenditure.
- 5.4. The Cooperator shall evaluate the cost benefit of utilizing owner direct purchases for the Project and shall advise the District as to the reason the Cooperator did or did not choose to utilize owner direct purchase for major Project components.
- 5.5. Costs associated with in-kind services provided by the Cooperator are not reimbursable by the District and may not be included in the Cooperator's share of Project funding.

6. Funding Contingency.

The District's performance and payment pursuant to this Agreement are contingent upon the District's Governing Board appropriating funds in its approved budget for the Project in each fiscal year of this Agreement. Accordingly, the District's funding amount is subject to change due to subsequent Governing Board approvals. However, once funds are appropriated for the Project in a given fiscal year and the Cooperator has expended allowable Project costs, the appropriated amount will not be reduced. If the District does not approve additional funds needed for the Project in a future fiscal year, the District is obligated to reimburse its share of Cooperator expenses incurred in the amount of funds the District appropriated as of the date of the District's non-appropriation. In this event, the District and the Cooperator, by mutual agreement, may reduce the Project scope. The Cooperator's performance and payment pursuant to this Agreement are contingent on the Cooperator's governing body or the Florida Legislature, as applicable, lawfully appropriating legally available funds.

7. Invoice and Payment.

7.1. The District shall reimburse the Cooperator for its share of allowable Project costs in accordance with the Project Budget, subject to its right to withhold funds as provided in this Agreement; however, at no point in time will the District's expenditure amounts under this Agreement exceed the District's funding percentage of the Board-Approved Project Amount.

7.2. Each invoice must include the following certification:

"I certify that the costs requested for reimbursement and the Cooperator's matching funds are directly related to the performance under the Agreement between the Southwest Florida Water Management District and the Cooperator (Agreement No. 24CF0004265), are allowable, allocable, properly documented, and are in accordance

with the approved Project Budget. This invoice includes \$__ of contingency funds expenditures.

In accordance with Subparagraph 5.2, the Cooperator received a total of \$__ in federal or state appropriations, or grant monies for the Project, and \$__ has been allocated to this invoice, reducing the District's and Cooperator's share of this invoice to \$__ / \$__ respectively. The Cooperator expects the Project costs will increase by ____ for a total Project cost of _____. The Cooperator intends to use the following state or federal appropriations, or grant monies to fund increased Project costs: _____."

- 7.3. With the exception of the payment of contingency funds, the District shall reimburse the Cooperator within 45 days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes and submitted in the manner prescribed by this Agreement. The District shall reimburse the Cooperator for expenditures of contingency funds within a reasonable time to accommodate the process provided for in Subparagraph 5.3. The Cooperator shall submit original invoices to the District every 3 months electronically at invoices@WaterMatters.org. If the Cooperator does not have the capability to submit invoices electronically, the invoices may be mailed to the Accounts Payable Section, Southwest Florida Water Management District, Post Office Box 15436, Brooksville, Florida 34604-5436. Copies of invoices may also be submitted to the District's Contract Manager to expedite the review process.
- 7.4. Any travel expenses authorized under this Agreement will be reimbursed in accordance with Section 112.061, Florida Statutes, as may be amended from time to time.
- 7.5. Surcharges added to third party invoices are not considered an allowable cost under this Agreement.
- 7.6. The Cooperator shall comply with applicable procurement laws when procuring consultants and contractors to accomplish the Project. The District shall only be obligated to reimburse the Cooperator for costs incurred under contracts for Project work that is included in the Project Plan and is necessary to achieve the resource benefits of the Project, to be determined by the District in its sole discretion. Additionally, the District shall only be obligated to reimburse the Cooperator for costs that are reasonable, to be determined by the District in its sole discretion. In order for the District to make the above determinations, the Cooperator shall provide all solicitations to the District prior to posting, and contracts prior to execution, unless the solicitation has been posted or contract has been executed before the parties' execution of this Agreement, in which case, the documents must be provided within 30 days of execution of this Agreement. The District shall provide a response to the Cooperator within 21 days of receipt of the solicitation or contract. Upon written District approval, the budget amounts for the Project work set forth in a contract will refine the Project Budget and be incorporated herein by reference. The District shall not reimburse the Cooperator for costs incurred under consultant and contractor contracts until the requirements of this Subparagraph are satisfied.

8. Dispute Resolution.

If an issue or dispute arises during the course of the Project, including whether expenses are reimbursable under this Agreement, the Cooperator shall continue to perform the Project work in accordance with the Project Plan. The Cooperator shall seek clarification and resolution of any issue or dispute by providing the details and basis of the issue or dispute to the District's Contract Manager no later than 10 days after the issue or dispute arises. If not resolved by the District's Contract Manager, in consultation with his or her Bureau Chief, within 10 days of receipt of notice, the dispute will be forwarded to the District's Assistant Executive Director. The District's Assistant Executive Director in consultation with the District's Office of General Counsel will issue the District's final determination. The Cooperator's continuation of the Project work as required under

this Paragraph will not constitute a waiver of any legal remedy available to the Cooperator concerning the dispute.

9. Force Majeure.

In the event of hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots which are beyond the control of the party obligated to perform the work, the party's obligation to meet the timeframes provided in this Agreement shall be suspended for the period of time the condition continues to exist. When the party is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the other party written notice to that effect and shall resume performance no later than 2 days after the notice is delivered. The suspension of the party's obligations provided for in this Paragraph shall be the party's sole remedy for the delays set forth herein.

10. Project Records and Audit.

The Cooperator, upon request, shall permit the District to examine or audit all Project related records and documents during or following Project completion at no cost to the District. These records shall be available at all reasonable times for inspection, review, or audit. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. The Cooperator shall similarly require its consultants and contractors to maintain and allow access to such records for inspection, review, or audit purposes. Payments made to the Cooperator under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the District, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The Cooperator shall maintain all such records and documents for at least 5 years following completion of the Project. If an audit has been initiated and audit findings have not been resolved at the end of the 5 years, the records shall be retained until resolution of the audit findings, which would include an audit follow-up by the inspector general if the findings result from an external auditor, or any litigation. The Cooperator understands and will comply with its duty, pursuant to Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Cooperator shall similarly require its consultants and contractors to comply with their duty, pursuant to Section 20.055(5), Florida Statutes to cooperate with the inspector general in any investigation, audit, inspection, review or hearing. This Paragraph shall survive the expiration or termination of this Agreement.

11. Reports.

11.1. The Cooperator shall provide the District with a quarterly report describing the progress of the Project tasks, adherence to the Project Schedule and any developments affecting the Project. Quarterly means the calendar quarters ending March 31, June 30, September 30 and December 31. The Cooperator shall submit quarterly reports to the District's Contract Manager no later than 30 days following the completion of the applicable quarter.

11.2. Upon request by the District, the Cooperator shall provide the District with copies of data, reports, models, studies, maps and other documents resulting from the Project. This Subparagraph shall survive the expiration or termination of this Agreement.

11.3. If required in the Project Plan, the Cooperator shall submit all water resource data collected under this Agreement to the District for upload to District databases, and to the Florida Department of Environmental Protection's (FDEP) database for water quality data in accordance with Rule 62-40.540, Florida Administrative Code. This Subparagraph shall survive the expiration or termination of this Agreement.

11.4. The Cooperator shall provide the documents referenced in this Paragraph at no cost to the District.

12. Risk, Liability, and Indemnity.

12.1. To the extent permitted by Florida law, the Cooperator assumes all risks relating to the Project and shall be solely liable for, and to indemnify and hold the District harmless from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the design, construction, operation, maintenance or

implementation of the Project; provided, however, that the Cooperator shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the District's officers, employees, contractors and agents. The acceptance of the District's funding by the Cooperator does not in any way constitute an agency relationship between the District and the Cooperator.

12.2. The Cooperator shall indemnify and hold the District harmless, to the extent allowed under Section 768.28, Florida Statutes, from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the Cooperator's officers, employees, contractors and agents related to its performance under this Agreement.

12.3. This Paragraph, including all subparagraphs, shall not be construed as a waiver of the Cooperator's sovereign immunity or an extension of the Cooperator's liability beyond the limits established in Section 768.28, Florida Statute. Additionally, this Paragraph, including all subparagraphs, will not be construed to impose contractual liability on the Cooperator for underlying tort claims as described above beyond the limits specified in Section 768.28, Florida Statutes, nor be construed as consent by the Cooperator to be sued by third parties in any manner arising out of this Agreement.

12.4. Nothing in this Agreement shall be interpreted as a waiver of the District's sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, Florida Statutes, nor be construed as consent by the District to be sued by third parties in any manner arising out of this Agreement.

12.5. This Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

13. Default.

A party may terminate this Agreement upon another party's failure to comply with any term or condition of this Agreement, provided the terminating party is not in default of this Agreement at the time of termination. The terminating party shall provide the defaulting party with a written notice stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply (Notice of Termination). If the defaulting party has not remedied its default within 30 days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured within 30 days, then the cure time may be extended at the terminating party's discretion if the defaulting party is pursuing a cure of the default with reasonable diligence. The rights and remedies in this Paragraph are in addition to any other rights and remedies provided by law or this Agreement.

14. Release of Information.

The parties will not initiate any oral or written media interviews or issue press releases on or about the Project without providing notices or copies to the other party no later than 3 business days prior to the interview or press release. This Paragraph shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, Florida Statutes.

15. District Recognition.

The Cooperator shall recognize District funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to District approval.

16. Permits and Real Property Rights.

The Cooperator shall obtain all permits, local government approvals and all real property rights necessary to complete and operate the Project prior to commencing any construction of the Project. The District shall not reimburse the Cooperator for allowable costs under this Agreement until the Cooperator has obtained all permits, approvals, and property rights necessary to complete the Project. This Paragraph shall survive the expiration or termination of this Agreement.

17. Law Compliance.

The Cooperator shall comply with all applicable federal, state and local laws, rules, regulations and guidelines related to performance under this Agreement.

18. Diversity in Contracting and Subcontracting.
The District is committed to supplier diversity in the performance of all contracts associated with District cooperative funding projects. The Cooperator shall make good faith efforts to encourage the Project participation of minority and woman-owned business enterprises, both as prime contractors and subcontractors, in accordance with applicable laws.
19. Assignment.
No party may assign any of its rights or obligations under this Agreement, including any operation or maintenance obligations, without the prior written consent of the other party. Any attempted assignment in violation of this Paragraph is void. This Paragraph shall survive the expiration or termination of this Agreement.
20. Miscellaneous.
Nothing in this Agreement shall be construed or implied to create any relationship between the District and any consultant or contractor of the Cooperator. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement. This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be exclusively in Hillsborough County, Florida. Unless otherwise stated in this Agreement, if a court of competent jurisdiction deems any term or condition of this Agreement to be invalid, illegal, or unenforceable, the remaining terms and conditions are severable and shall remain in full force and effect. This Paragraph shall survive the expiration or termination of this Agreement.
21. Lobbying Prohibition.
Pursuant to Section 216.347, Florida Statutes, the Cooperator is prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
22. Counterparts and Authority to Sign.
The signatures of all parties need not appear on the same counterpart. Unless otherwise indicated in the CFI Project Agreement, in accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement, or any amendment, warrants that he or she is duly authorized to do so and to bind the respective party to this Agreement.
23. Entire Agreement.
This Agreement, including the attached, referenced, and incorporated exhibit(s), constitutes the entire agreement between the parties and, unless otherwise provided herein, may only be amended through a formal amendment, signed by all parties to this Agreement. In the event of a conflict of contract terminology, priority shall be given first to the CFI Project Agreement; the exhibits, in the order presented in the CFI Project Agreement, except that Exhibit B shall take precedence over Exhibit A, and then the attachments in the order presented in the CFI Project Agreement.

Exhibit B
Southwest Florida Water Management District
Special Terms and Conditions
Non-Construction
Study, Conservation, Watershed Management Plan

1. Project Funding.

The District Governing Board approved the funding of this Project based upon the expectation that the Measurable Benefit as provided in the Project Plan would be achieved. The Cooperator is solely responsible for implementing the Project in such a manner that the Measurable Benefit is achieved. If at any point during the progression of the Project, the District determines that it is likely that the Measurable Benefit will not be achieved, the District shall provide the Cooperator with 15 days advance written notice that the District will withhold payments to the Cooperator until such time as the Cooperator demonstrates that the Project will achieve the Measurable Benefit.

2. Repayment.

2.1. The Cooperator shall repay the District all funds the District paid to the Cooperator under this Agreement if: a) the Cooperator fails to complete the Project in accordance with the terms and conditions of this Agreement; b) the District determines, in its sole discretion, that the Cooperator has failed to maintain scheduled progress of the Project thereby endangering the timely completion of the Project; c) if the Cooperator is a public entity, the Cooperator fails to appropriate sufficient funds to meet the Project task deadlines; d) the District determines, in its sole discretion, that a permit, approval, or property right legal challenge has caused an unreasonable delay or cancellation of the Project; or e) any contractual requirement or expectation of the resource benefits resulting from the Project, including any requirement applicable to reclaimed water projects, is held to be invalid, illegal or unenforceable during the term of this Agreement, including any O&M Period. Should any of the above conditions exist that require the Cooperator to repay the District, this Agreement shall terminate in accordance with the procedure set forth in the Default Paragraph.

2.2. Notwithstanding the above, if the Project fails to achieve the Measurable Benefit, the Cooperator may request the District Governing Board waive the repayment obligation, in whole or in part.

2.3. If the Cooperator is obligated to repay the District under any Paragraph of this Agreement, the Cooperator shall repay the District within a reasonable time, as determined by the District in its sole discretion.

2.4. The Cooperator shall pay attorneys' fees and costs incurred by the District, including appeals, resulting from the Cooperator's failure to repay the District as required by this Agreement.

2.5. This Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

3. Compensatory Treatment Mitigation.

If the Project progresses into the construction phase, the project shall not be used by the Cooperator or any other entity as compensatory water quality treatment or wetland mitigation, or any other required mitigation due to impacts for any projects. The project shall not be used for water use permitting withdrawal credits. The project can be used for self-mitigation due to impacts specifically associated with the construction of the project. This Paragraph shall survive the expiration or termination of this Agreement.

4. Additional Clauses. Checked paragraphs apply.

Feasibility Study Alternatives.

The parties acknowledge that the Project is a feasibility study. If, during the course of the Project, an alternative is determined not to be feasible due to cost, water quality, permitability, supply availability, or other pertinent considerations, the Cooperator shall notify the District and cease work on the infeasible alternative. The Cooperator may request reallocating funds to another alternative in accordance with this Agreement. The approval of such request for reallocation of funds shall be in the District's sole discretion.

Ownership of Documents and Other Materials.

All documents and goods or products, including the associated intellectual property rights, developed in connection with this Agreement shall be the property of the District and the Cooperator, jointly. Notwithstanding the above, all Project infrastructure shall be the sole property of the Cooperator. This Paragraph shall survive the expiration or termination of this Agreement.

Project Deliverables.

The Cooperator shall provide the District with each deliverable set forth under the Deliverables for District Comments section in the Project Plan, including any supporting documentation. The District shall provide a written response to the Cooperator within:

- 15 days of receipt.
- 30 days of receipt.

The Cooperator shall provide a written response to the District's questions and concerns within:

- 10 days of receipt.
- 20 days of receipt.

Florida Single Audit Act.

Funding for this Agreement includes state financial assistance and is therefore subject to the Florida Single Audit Act (FSAA), Section 215.97, Florida Statutes. The Cooperator is a subrecipient of state financial assistance under this Agreement and therefore may be subject to audits and monitoring as described in the Special Audit Requirements exhibit. The Cooperator must also use the attached Florida Single Audit Act Checklist for Non-State Organizations – Recipient/Subrecipient vs. Vendor Determination to evaluate the applicability of the FSAA to non-state organizations to which the Cooperator provides State resources to assist in carrying out activities related to this Agreement. If the Cooperator has a question related to the grant or subgrant of State funding, contact the individual identified below:

Grants Compliance Accountant
Southwest Florida Water Management District
2379 Broad Street, Brooksville, Florida 34604
Phone: (352) 796-7211
GrantsAccounting@swfwmd.state.fl.us

The Cooperator shall provide the District with its grant contact information within 30 days of execution of this Agreement.

Federal Single Audit.

Funding for this Agreement includes federal financial assistance and is therefore subject to the Uniform Grant Guidance, 2 C.F.R. Part 200, (UGG) subpart F. The

Cooperator is a subrecipient of federal financial assistance under this Agreement and therefore may be subject to audits and monitoring. If the Cooperator has a question related to the grant or subgrant of State funding, contact the individual identified below:

Grants Compliance Accountant
Southwest Florida Water Management District
2379 Broad Street, Brooksville, Florida 34604
Phone: (352) 796-7211
GrantsAccounting@swfwmd.state.fl.us

The Cooperator shall provide the District with its grant contact information within 30 days of execution of this Agreement.

- Grant Funding.
District funding for the Project includes grant funds identified in the CFI Project Agreement. The District's reimbursement obligation is contingent upon the District's receipt of the grant funds.

The parties acknowledge that pursuant to the FDEP Grant Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the FDEP if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this Project may become unavailable in the future. The Cooperator agrees to comply with the FDEP Grant Agreement Terms and Conditions exhibit.

- FDEP'S Payment Request Form.
The FDEP Engineer's Certification of Payment Request form attachment must be completed and submitted with each invoice for construction costs.

- Reports. (Replaces Subparagraph 11.1)
As required by the FDEP Grant Agreement, the Cooperator shall submit quarterly progress reports, describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period, and attesting that site visits have been conducted, contractors and subcontractors have been paid, and that work continues to occur in accordance with this Agreement. Quarterly status reports are due no later than 14 days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31.

- Retainage.
The District shall withhold a retainage of 10% of its funding amount from each invoice. Retainage will be released after all submittals and deliverables required by this Agreement have been provided and the District's Contract Manager verifies their compliance with this Agreement.

Exhibit C
Southwest Florida Water Management District
Project Plan

PROJECT DESCRIPTION

The Project will make available approximately 300 irrigation system evaluations to single family, multi-family, and commercial customers; approximately 300 rain sensor devices for Project participants who do not have a functioning device;. The Cooperator shall provide program administration, evaluations with recommendations for optimizing the use of water outdoors through Florida-Friendly™ Landscaping practices and other efficient irrigation best management practices, educational materials, Florida-Friendly™ conservation devices, program promotion, and surveys necessary to ensure the success of the program. The Cooperator shall ensure that a minimum of 10 percent of the completed evaluations will have follow-up evaluations performed. Should actual costs be less than anticipated, the Cooperator may perform more installations/rebates as the availability of funds allow, with the written approval of the District in its sole discretion.

The Project will conserve an estimated 54,900 gallons per day if the Project is fully implemented.

MEASURABLE BENEFIT

The implementation of the program and completion of the Cooperator's final report in accordance with the requirements of this Agreement.

PROJECT TASKS

Key tasks to be performed by the Cooperator:

1. **IRRIGATION EVALUATIONS** - The Cooperator shall be responsible for: 1) scheduling appointments with customers; 2) managing and performing rain sensor installations; 3) performing on-site irrigation system evaluations and follow-up evaluations; 4) preparing a report of the on-site irrigation system evaluations and providing the finished report to the customer; 5) tracking all program activity in an electronic database; 6) working with customers to guide them through the program; 7) collecting customer survey data and performing subsequent data analysis in electronic form.
2. **PROMOTION AND EDUCATION** - The Cooperator shall promote the Project through marketing and interaction with the irrigation and landscaping industries and direct utility customers. The Cooperator shall assemble and provide participants with Florida-Friendly™ Landscaping educational materials, conservation devices and education materials pertaining to irrigation controller function with an emphasis on water conservation features for each controller installed to ensure long-term, effective equipment operation.
3. **SAVINGS ANALYSIS** – The Cooperator shall be responsible for a water savings analysis based on one full year of pre-implementation water use data and one full year of post-implementation water use data. This includes obtaining customer water use data and performing the subsequent data analysis.
4. **DRAFT/FINAL REPORTS** - The Cooperator shall provide a draft final report and final report. The report shall contain the following information: 1) if evaluation: number and location of evaluations performed and number of water conservation DIY kits distributed if irrigation controller: number and location of irrigation controllers and sensors installed; 2) if evaluation: the number and location of follow-up evaluations performed; 3) if evaluation: analysis of follow-up evaluations assessing homeowner willingness to performing items from initial evaluation; 4) a summary of program

background, implementation, and methods used to promote the Project; 5) full accounting of all funds expended during and in relation to the Project; 6) customer surveys to determine the satisfaction with the Project; 7) water use data and water savings based on one full year of pre-implementation water use data and one full year of post-implementation water use data; 8) all pertinent information regarding the program findings, associated conclusions and recommendations for future programs; 9) comparison of the number of proposed implementations and the actual number of implementations, and if the actual is less than the proposed an explanation of why.

DELIVERABLES

The Cooperator shall provide:

- Draft final report
- Final report

PROJECT SCHEDULE

DESCRIPTION	COMMENCE	COMPLETE
Irrigation Evaluations/Rain Sensors	10/01/2023	09/30/2024
Promotion and Education	10/01/2023	11/30/2024
Follow-Up Evaluations	12/01/2023	11/30/2024
Savings Analysis	10/01/2024	09/30/2025
Draft Final Report	10/01/2025	12/01/2025
Final Report	01/01/2026	02/01/2026

PROJECT BUDGET

DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
300 Irrigation Evaluations (Up to six (6) zones), Administration, Rain Sensor Installations at \$265.00 each	\$39,750	\$39,750	\$79,500
Purchase of approximately 300 rain sensors at \$31 each	\$4,650	\$4,650	\$9,300
Evaluation of approximately 60 additional zones at \$41.25 each	\$1,237.50	\$1,237.50	\$2,475
Approximately 30 follow-up evaluations (based on 10% of 300 total evaluations) at \$165.00 each	\$2,475	\$2,475	\$4,950
Educational Materials, Program Promotion, and Surveys. Includes: Screwdrivers for adjusting irrigation heads, printing, assembly, & postage.	\$1,887.50	\$1,887.50	\$3,775
TOTAL PROJECT COSTS	\$50,000	\$50,000	\$100,000

The above costs and quantities are estimated pending vendor contract costs. Should actual costs be less than shown above, the Cooperator may perform more installations and evaluations, with the written approval of the District, in its sole discretion, and as the availability of funds allows and the participating utilities identify customers to participate. In no instance will the District's reimbursement exceed 50% of the actual cost of the rebated item(s) and installation(s).

Attachment 1
Southwest Florida Water Management District
Cooperative Funding Agreement Checklist

This checklist is to be used as a tool by the Cooperator and District Contract Manager to monitor and track Cooperative Funding Agreement terms throughout Project implementation.

Cooperator

District

For Studies, Design and Non-Construction Conservation Programs:

- Copy of solicitation and contract with consultant. If not provided timely, items may not be eligible for reimbursement (Exhibit A, Subparagraph 7.6)
- If applicable, design drawings (Exhibit B, Paragraph 4)

For Construction:

- Copy of solicitation, submitted bid form, and contract with contractor. If not provided timely, items may not be eligible for reimbursement (Exhibit A, Subparagraph 7.6)
- Copy of Notice to Proceed to contractor (Exhibit B, Paragraph 1)
- Owner Direct Purchase Statement (Exhibit A, Subparagraph 5.4)
- Copy of construction permits (Exhibit A, Paragraph 16)
- If land acquisition included, Property Appraisal and review and comment from District's Real Estate Services on appropriate land value (Exhibit A, Paragraph 16; and Exhibit B, Additional Clauses)
- Draft signage (Exhibit B, Additional Clauses)
- Any state or federal appropriations or grant funds received by the Cooperator for the Project will be applied to equally reduce each party's share (Exhibit A, Subparagraphs 5.2 and 7.2)
- Copy of all required federal, state, and local environmental permit approvals and permitted drawings (Exhibit A, Paragraph 16)
- Operational Plan (Exhibit B, Operation and Maintenance Paragraph)

During Project Work:

- Quarterly status reports (Exhibit A, Paragraph 11)
- Invoices for reimbursement (Exhibit A, Paragraph 7)
- Contingency Form for each contingency item (Exhibit A, Subparagraph 5.3)
- Notices for changes to prime contacts (Exhibit A, Paragraph 1)
- Requests to extend project task deadline and adjustment to line item budget (Exhibit A, Paragraph 2)
- Requests to changes to scope, budget, and/or schedule requiring an amendment to the agreement

Close Out:

- All Deliverables listed in Exhibit C, Project Plan, as described in the tasks

Survival of the Agreement:

- The District, upon request, may review the biennial Operation and Maintenance Report (Exhibit B, Operation and Maintenance Paragraph)



Approvals - gcc

Report • Printed on May 1, 2024

Approved

5/16 Council (CC) - Agreement Sensible Sprinkling Phase 11

Submitting on Chris Claus'/Water Resources behalf due to tech issues

▼ Attachments



SWFWMD Agreement SensSpr

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

▼ Final status: Approved

CT

Step 3: Approved by

Claude Tankersley

5/1/2024 10:59:21 AM

MW

Step 2: Approved by

Margaret B. Wahl

5/1/2024 10:22:22 AM

JP

Step 1: Approved by

John E. Palenchar

5/1/2024 10:21:31 AM

SJ

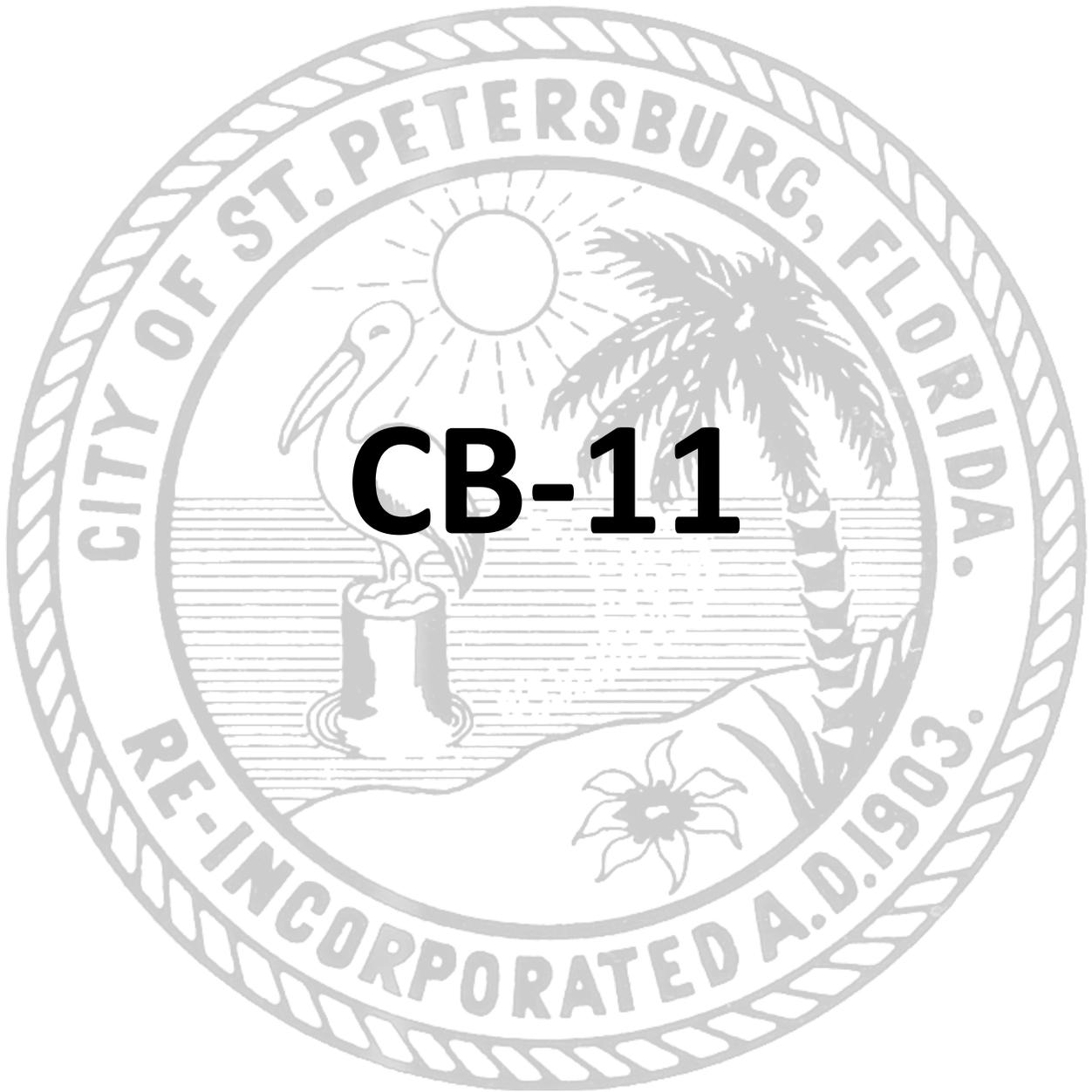
Requested by

Sarah B. Johnson

4/30/2024 4:08:25 PM

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. 20-03-HDR/UIW(C) (“Task Order”), as amended and revised, to the architect/engineering agreement dated December 1, 2020 between the City of St. Petersburg, Florida and HDR Engineering, Inc. (“A/E”) for A/E to provide (i) continued project management, (ii) additional IW-4 and M-8 construction services, and (iii) additional Envision coordination related to the NEWRF Deep Injection Well IW-4 Project in an amount not to exceed \$50,092.70; providing that the total Task Order, as amended and revised, shall not exceed \$296,294.01 (ECID Project No. 21071-111; Oracle No. 18298); and providing an effective date.

Please scroll down to view the backup material.



CB-11

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of May 16, 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. 20-03-HDR/UIW(C) (“Task Order”), as amended and revised, to the architect/engineering agreement dated December 1, 2020 between the City of St. Petersburg, Florida and HDR Engineering, Inc. (“A/E”) for A/E to provide (i) continued project management, (ii) additional IW-4 and M-8 construction services, and (iii) additional Envision coordination related to the NEWRF Deep Injection Well IW-4 Project in an amount not to exceed \$50,092.70; providing that the total Task Order, as amended and revised, shall not exceed \$296,294.01 (ECID Project No. 21071-111; Oracle No. 18298); and providing an effective date.

EXPLANATION: The Northeast Water Reclamation Facility (NEWRF) has three existing deep injection wells that were constructed in 1977 and 1978. The new deep injection well will allow for additional capacity in the event an existing well is taken out of service for maintenance and will expand the volume of water that can be disposed during wet weather events.

The project is currently under construction and is being constructed alongside a series of improvements at the NEWRF by a Construction Manager at Risk (Wharton-Smith). These improvements were designed by the following A/Es:

- *Injection Well Piping – Completed by HDR Engineering, Inc. (currently requested amendment approval)*
- *Injection Well (IW-4) & Monitoring Well 8 (M-8) – Completed by ASRus, LLC*
- *Electrical Distribution System Improvements – Completed by Black & Veatch, Inc.*
- *Distribution Pump Replacement –Completed by Stantec, Inc.*

A portion of this project, the well drilling, is under construction by a design/bid/build process (by Applied Drilling). The wellhead and connection are being completed by the Construction Manager at Risk (“CMAR”).

On December 1, 2020, the City of St. Petersburg, Florida (“City”) and HDR Engineering, Inc. (“A/E”) entered into an architect/engineering agreement for A/E to provide miscellaneous professional services for underground injection wells and monitoring wells systems projects.

On July 8, 2021, Administration approved Task Order No. 20-03-HDR/UIW(C) in the amount of \$72,189.04 which provided for professional engineering services including but not limited to project management, coordination, kickoff meeting; basis of design report and 30% design package; and design team coordination meetings for the NEWRF Deep Injection Well IW-4 Project. This Task Order included a \$1,000 allowance to be authorized if any unforeseen conditions are experienced while performing the work .

On January 20, 2022, City Council approved Amendment No. 1 to Task Order No. 20-03-HDR/UIW(C) in the amount of \$174,012.27 which provided professional engineering services including but not limited to

project management and kickoff meeting, coordination meetings, IW-4 and M-8 design. This Amendment included an additional \$5,000.00 allowance to be authorized if any unforeseen conditions are experienced while performing the work.

On December 13, 2022, Administration approved Revision No. 1 to Task Order No. 20-03-HDR/UIW(C) in the amount of \$5,000 (from the Allowance) to provide funding for continued IW-4 and M-8 design services.

Amendment No. 2 to the Task Order in the amount of \$50,092.70 will provide funding for additional project management and coordination services, construction services, and Envision services. The construction schedule was extended due to unforeseen conditions. The geologic formations encountered were harder than anticipated, and therefore, the drilling has taken longer than originally planned. Furthermore, A/E will evaluate a temporary connection to the Distribution Pump Station “DPS”, which is currently under construction, for the operational testing of the injection well. The injection well is required to go through operational testing required by Florida Department of Environmental Protection (“FDEP”) permit. FDEP’s updated process of approval requires signed & sealed drawings showing how the well will undergo operational testing.

Task Order No. 20-03-HDR/UIW(C), Amendment No. 1, Revision No. 1, and Amendment No. 2 include the following phases and associated not to exceed costs respectively:

		Approved	Authorized
Task Order	Project Management, Coordination, and Kickoff Meeting	\$14,722.39	\$14,722.39
	Basis of Design Report and 30% Design Package	\$50,844.53	\$50,844.53
	Design Team Coordination Meetings	\$ 5,622.12	\$ 5,622.12
	Allowance	\$ 1,000.00	
Amendment No. 1	Project Management and Kickoff Meeting	\$17,493.70	\$17,493.70
	Coordination Meetings	\$11,274.33	\$11,274.33
	IW-4 and M-8 Design	\$63,824.69	\$63,824.69
	IW-4 and M-8 Construction Services	\$36,894.05	\$36,894.05
	Envision Coordination	\$39,525.50	\$39,525.50
	Allowance	\$ 5,000.00	
Revision No. 1	IW-4 and M-8 Design		\$ 5,000.00
Amendment No. 2	Project Management and Kickoff Meeting	\$ 8,475.36	
	IW-4 and M-8 Construction Services	\$34,162.02	
	Envision Coordination	\$ 7,455.32	
Total		\$296,294.01	\$245,201.31

Contractor costs for the construction of the well and the wellhead and connection were approved by Council under two separate agreements.

RECOMMENDATION: Administration recommends authorizing Mayor or his designee to execute Amendment No. 2 to Task Order No. 20-03-HDR/UIW(C) (“Task Order”), as amended and revised, to the

architect/engineering agreement dated December 1, 2020 between the City of St. Petersburg, Florida and HDR Engineering, Inc. (“A/E”) for A/E to provide (i) continued project management, (ii) additional IW-4 and M-8 construction services, and (iii) additional Envision coordination related to the NEWRF Deep Injection Well IW-4 Project in an amount not to exceed \$50,092.70; providing that the total Task Order, as amended and revised, shall not exceed \$296,294.01 (ECID Project No. 21071-111; Oracle No. 18298); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), WRF NE New Inj Well FY21 Project (18298).

ATTACHMENTS: Resolution
Amendment No. 2 to Task Order No. 20-03-HDR/UIW(C)

RESOLUTION 2024-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 2 TO TASK ORDER NO. 20-03-HDR/UIW(C) (“TASK ORDER”), AS AMENDED AND REVISED, TO THE ARCHITECT/ENGINEERING AGREEMENT DATED DECEMBER 1, 2020 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND HDR ENGINEERING, INC. (“A/E”) FOR A/E TO PROVIDE (I) CONTINUED PROJECT MANAGEMENT, (II) ADDITIONAL IW-4 AND M-8 CONSTRUCTION SERVICES, AND (III) ADDITIONAL ENVISION COORDINATION RELATED TO THE NEWRF DEEP INJECTION WELL IW-4 PROJECT IN AN AMOUNT NOT TO EXCEED \$50,092.70; PROVIDING THAT THE TOTAL TASK ORDER, AS AMENDED AND REVISED, SHALL NOT EXCEED \$296,294.01 (ECID PROJECT NO. 21071-111; ORACLE NO. 18298); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida (“City”) and HDR Engineering, Inc. (“A/E”) executed an architect/engineering agreement on December 1, 2020 (“Agreement”) for A/E to provide professional planning and study activities on a continuing basis related to miscellaneous Underground Injection Wells and Monitoring Wells Systems Projects; and

WHEREAS, on July 8, 2021, Administration approved Task Order No. 20-03-HDR/UIW(C) (“Task Order”) for A/E to provide project management, coordination, a kickoff meeting; a basis of design report and 30% design package, and design team coordination meetings related to the NEWRF Deep Injection Well IW-4 Project (“Project”) in an amount not to exceed \$72,189.04, which amount included an allowance in the amount of \$1,000; and

WHEREAS, on January 20, 2022, City Council approved Amendment No. 1 to the Task Order for A/E to provide continued project management and another kickoff meeting, additional coordination meetings, and IW-4 and M-8 design and construction services for the Project in an amount not to exceed \$174,012.27, which amount included an additional allowance in the amount of \$5,000; and

WHEREAS, on December 13, 2022, Administration approved Revision No. 1 to the Task Order, as amended, for continued IW-4 and M-8 design services for the Project in the amount of \$5,000 (from the allowance); and

WHEREAS, Administration desires to issue Amendment No. 2 to the Task Order, as amended and revised, for A/E to provide (i) continued project management, (ii) additional IW-4

and M-8 construction services, and (iii) additional Envision coordination related to the Project in an amount not to exceed \$50,092.70.

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. 20-03-HDR/UIW(C), as amended and revised, to the architect/engineering agreement dated December 1, 2020 between the City of St. Petersburg, Florida and HDR Engineering, Inc. ("A/E") for A/E to provide (i) continued project management, (ii) additional IW-4 and M-8 construction services, and (iii) additional Envision coordination related to the NEWRF Deep Injection Well IW-4 Project in an amount not to exceed \$50,092.70.

BE IT FURTHER RESOLVED that the total Task Order, as amended and revised, shall not exceed \$296,294.01.

This Resolution shall become effective immediately upon its adoption.

LEGAL:



00742641

DEPARTMENT:



MEMORANDUM

CITY OF ST. PETERSBURG

Engineering and Capital Improvements Department

DATE: May 16, 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: HDR Engineering, Inc.
Amendment No. 2 to Task Order No. 20-03-HDR/UIW(C) in the amount of \$50,092.70

This memorandum is to provide information pursuant to City Council Policy and Procedures Manual, Chapter 3, Section I(F.) for agenda package information.

1. Summary of Reasons for Selection

The project involves design, bidding and construction of a wellhead for a deep injection well.

HDR Engineering, Inc. has satisfactorily completed similar work under previous A/E Annual Master Agreements in 2016, is familiar with the City Standards and has significant experience in the design, permitting and construction phase activities of deep injection wells.

HDR Engineering, Inc. has satisfactorily completed the preliminary design for Deep Injection Well IW04. This work is a continuation of the preliminary design.

This is the second amendment to the third Task Order issued under the 2020 Master Agreement.

2. Transaction Report listing current work – See Attachment A

ATTACHMENT A

Transaction Report for

HDR Engineering, Inc.

Miscellaneous Professional Services for Underground Injection Wells

A/E Agreement Effective - December 1, 2020

A/E Agreement Expiration - November 30, 2024

Task Order No.	Project No.	Project Title	NTP Issued	Authorized Amount
01	WRD	Monitoring Wells Abandonments	03/10/21	34,905.68
02	WRD	Acidization Plan and Specification Development	03/20/21	35,466.25
03	21071-111	NEWRF Deep Injection Well IW--4	07/08/21	71,189.01
		Amendment No. 1	01/28/22	169,012.27
		Revision No. 1	12/14/22	5,000.00
		Amendment No. 2	Pending	
			Total:	315,573.21

AMENDMENT NO. 2 TO TASK ORDER NO. 20-03-HDR/UIW(C)
NEWRF DEEP INJECTION WELL IW-4
UNDERGROUND INJECTION WELLS AND MONITORING WELLS SYSTEMS
CITY PROJECT NO. 21071-111

This Amendment No. 2 to Task Order No. 20-03-HDR/UIW(C) is made and entered into this _____ day of _____, 2024, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR UNDERGROUND INJECTION WELLS AND MONITORING WELLS SYSTEMS PROJECTS dated December 1, 2020 (“Agreement”) between HDR Engineering, Inc. (“A/E”), and the City of St. Petersburg, Florida (“City”), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

The City has plans to add injection well capacity at the Northeast Water Reclamation Facility (NEWRF) to achieve redundancy and increase maximum injection capacity for extreme wet weather flow management at the NEWRF. A Class I Well Construction and Testing Permit has been issued for Injection Well No. 4 (IW-4) and monitor well M-8 at the NEWRF.

The A/E was authorized to develop the BODR and 30% Design including conceptual design drawings and Class IV Cost Estimate per the Association for the Advancement of Cost Engineering International (AACEI) for connecting IW-4 to the Distribution Pump Station and discharge piping being designed by others.

For Amendment No. 1 to the Task Order, the A/E provided design services, Envision coordination, and services during construction for the IW-4 wellhead, the wellheader that will connect to IW-4, the M-8 wellhead, and the purge piping for M-8 sampling. The A/E coordinated with ASRus, LLC, who is assisting the City with the subsurface IW-4 and M-8 drilling under a separate Task Order.

For Revision No. 1 to the Task Order, the A/E provided design coordination with the NEWRF design consultants to ensure consistency among the NEWRF Improvements project and issue 100% design documents.

For this Amendment No. 2 to the Task Order, the A/E will provide continued services during construction, Envision coordination, final walk-throughs and record drawings, and assist the City with operational testing requirements for IW-4. The A/E will continue to coordinate with ASRus, LLC under a separate Task Order.

II. SCOPE OF SERVICES

Task 1 – Project Management - Amended Services

The A/E will monitor the scope, schedule and budget as well as provide monthly status

reporting, accounting, and invoicing. The A/E will also be responsible for communication with the City on project development and necessary input from the City for decisions.

Task 5 – IW-4 and M-8 Construction Services – Amended Services

The A/E will perform limited services during construction to support the City, Drilling Contractor, and CMAR.

The A/E will attend monthly construction progress meetings to address coordination needs with the City, Drilling Contractor, and CMAR. A total of 12 meetings is included.

The A/E will coordinate the operational testing set up and implementation of injection well IW-4 with the CMAR, the Drilling Contractor, and FDEP. The temporary set-up will be inspected in the field. Once the pump station is complete, the permanent connection to IW-4 will be installed and inspected by the A/E. The permanent connection will be added to the record drawings.

Task 6 – Envision Coordination – Amended Services

The A/E will coordinate with the team of Consultants and CMAR who are actively designing other infrastructure at the NEWRF for Envision related tasks. Coordination will include the following:

- The A/E will also contribute supplemental information to up to 25 credits within the Envision credit package being developed by others.
- For Envision-related requirements within contractor specifications not being adopted from documents developed by others, the A/E will incorporate guidance within the drawings to align with overall project Envision requirements.
- The A/E will provide verify that the contractor(s) is submitting required information, as outlined in the specifications; calculating totals/percentages when needed; and contributing information for the post-construction submittal package that will be developed by others.

III. SCHEDULE

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

	<u>Number of Days from NTP</u>
Task 1 – Project Management	Completed
Task 5 – Services During Construction	Project Construction Duration
Task 6 – Envision Coordination	Project Duration

IV. A/E'S RESPONSIBILITIES

The A/E will provide the services outlined in Section II, Scope of services.

V. CITY'S RESPONSIBILITIES

The City will schedule coordination meetings with the broader project team.

VI. DELIVERABLES

Task 5 – Limited Construction Administration – Submittal reviews, change order reviews, RFI reviews, Record Drawings, operational testing.

Task 6 – Contribution to Post-Construction Envision submittal

VII. A/E'S COMPENSATION

The A/E was authorized the lump sum amount of **\$71,189.04** under the original Task Order for Tasks 1 through 3 (a separate additional Allowance of \$1,000 was not authorized).

Amendment No. 1 to the Task Order authorized the lump sum amount of **\$81,318.38** for amended services to Task 1 and additional services to Task 4, as well as the not-to-exceed amount of **\$87,693.89** for amended services to Task 3 and additional services to Tasks 5 and 6. The Amendment No. 1 total for all Tasks was **\$169,012.27** (a separate additional Allowance of \$5,000 was not authorized).

Revision No. 1 to the Task Order authorized the A/E the lump sum amount of **\$5,000** (from the Allowance) for Task 4.

For this Amendment No. 2, the City shall compensate the A/E the not-to-exceed amount of **\$ 50,092.70** for amended Tasks 1, 5, and 6 per Attachment 2 to Amended Appendix A.

\$1,000 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. The cost for any additional services shall not exceed the amount set forth in this Amendment No. 2 to Task Order.

The total Task Order amount including Amendment No. 1, Revision No. 1, and Amendment No. 2 shall not exceed **\$295,294.01**.

VIII. PROJECT TEAM

Prime Consultant – HDR Engineering, Inc.

IX. MISCELLANEOUS

In the event of a conflict between this Amendment No. 2 to Task Order No. 20-03-HDR/UIW(C) and the Agreement, the Agreement shall prevail.

IN WITNESS WHEREOF the Parties have caused this Amendment No. 2 to Task Order to be executed by their duly authorized representatives on the day and date first above written.

HDR Engineering, Inc.
(Company Name)

By: Katie E. Duty
(Signature)

Katie E. Duty, Vice President
(Printed Name and Title)

Date: April 25, 2024

CITY OF ST. PETERSBURG, FLORIDA

ATTEST

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

By: _____
Chandrasasa Srinivasa, City Clerk

(SEAL)

DATE: _____

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

By: _____
City Attorney (Designee)

ATTACHMENT 2 TO AMENDED APPENDIX A
Work Task Breakdown
City of St. Petersburg
NEWRF Deep Injection Well IW-4
City Project No. 21071-111

I. Manpower Estimate: All Tasks

TASK	Direct Labor Rates Classifications	Company Officer	Eng V/Sci V	Hydrogeologists IV	Eng III/Sci III	Eng II./Sci II	Eng IV/Sci IV	Eng II./Sci II	Eng IV/Sci IV	Eng II./Sci II	Eng III/Sci III	Hydrogeologists IV	Eng V/Sci V	Project Specialist	Project Controller	Administration Assistant	Total Hours	Labor Cost
	Direct Salary	\$ 97.53	\$ 93.43	\$ 78.31	\$ 73.85	\$ 43.00	\$ 83.89	\$ 60.69	\$ 100.44	\$ 100.44	\$ 100.44	\$ 100.44	\$ 100.44	\$ 117.86	\$ 34.33	\$ 30.58		
	Multiplier 3.1350	\$ 208.23	\$ 199.48	\$ 167.20	\$ 157.67	\$ 91.81	\$ 179.11	\$ 129.58	\$ 214.44	\$ 214.44	\$ 214.44	\$ 214.44	\$ 214.44	\$ 117.86	\$ 73.30	\$ 65.30		
	Billing Rates ¹	\$ 305.76	\$ 292.91	\$ 245.51	\$ 231.52	\$ 134.81	\$ 263.00	\$ 190.27	\$ 314.88	\$ 314.88	\$ 314.88	\$ 314.88	\$ 314.88	\$ 173.06	\$ 107.63	\$ 95.88		
1	Project Management, Project Coordination, Kickoff Mtg (Amended Services)	--	--	24	--	--	--	--	--	--	--	24	--	--	--	--	48	\$ 8,475.36
3	Coordination Meetings (T&M)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	0	\$ -
4	IW-4 and M-8 Design (Additional Services)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	0	\$ -
5	Services During Construction (Amended Services/T&M)	--	--	22	78	20	12	20	3	20	78	22	--	--	--	--	155	\$ 34,062.02
6	Envision Coordination (Amended Services/T&M)	0	0	4	16	0	0	0	0	0	16	4	0	16	0	0	36	\$ 7,455.32
	Totals	0	0	50	94	20	12	20	3	20	94	50	0	16	24	0	239	\$ 49,992.70

II. Fee Calculation

Task	Labor Cost	Expenses ²	Subconsultant Services	Mark-up on Subconsultant Services ³	Total Cost Without Allowance
1	\$8,475.36				\$8,475.36
3	\$0.00				\$0.00
4	\$0.00				\$0.00
5	\$34,062.02	\$100.00			\$34,162.02
6	\$7,455.32				\$7,455.32
Total	\$49,992.70	\$100.00	\$0.00	\$0.00	\$50,092.70

III. Fee Limit

Lump Sum Cost	\$50,092.70
Allowance ⁴	\$0.00
Total:	\$50,092.70

IV. Notes:

1. Rates and Multiplier per contract.
2. Includes expenses for: printing, mailing, mileage
3. Includes 1.05-percent markup of SUBCONSULTANT (per contract).
4. Allowance to be used only upon City's written authorization.



Approvals - gcc

Report • Printed on May 1, 2024

Approved

5/16 Council - HDR - NEWRF IW-4 - TO Amend 2

▼ Attachments



HDR Engineering - NEWRF IW

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

▼ Final status: Approved



Step 3: Approved by

Claude Tankersley

5/1/2024 10:59:10 AM



Step 2: Approved by

Margaret B. Wahl

5/1/2024 10:35:30 AM



Step 1: Approved by

Brejesh Prayman

5/1/2024 10:30:55 AM



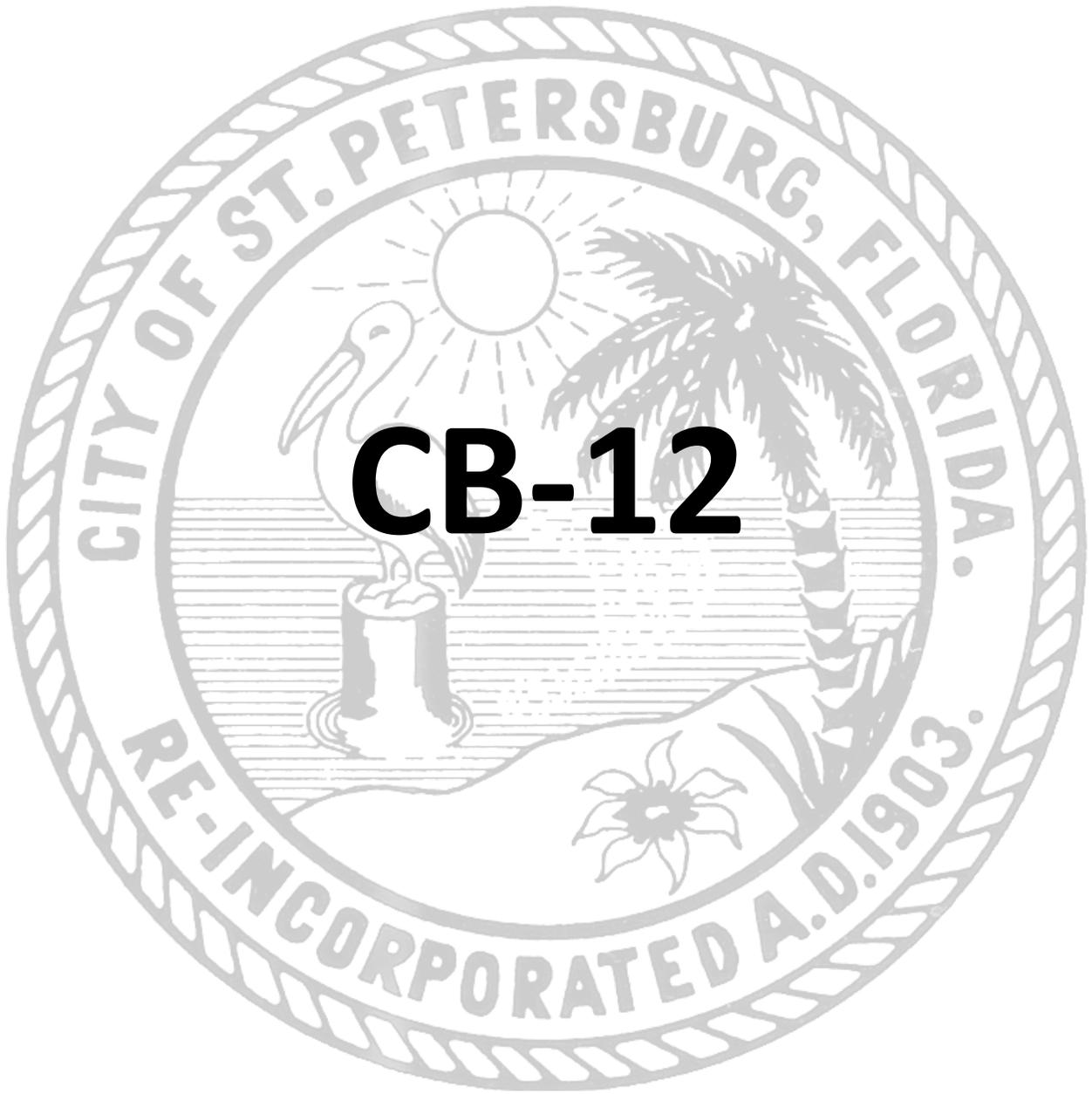
Requested by

Sarah B. Johnson

5/1/2024 10:03:52 AM

The following page(s) contain the backup material for Agenda Item: A Resolution confirming the appointment of Ms. Tara Centeno to the South St. Petersburg Community Redevelopment Area Citizen Advisory Committee.

Please scroll down to view the backup material.



CB-12

ST. PETERSBURG CITY COUNCIL

Meeting of May 16, 2024

Consent Agenda

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

Subject A Resolution confirming the appointment of Ms. Tara Centeno to the South St. Petersburg Community Redevelopment Area Citizen Advisory Committee.

Recommendation Administration recommends City Council approve the attached Resolution.

On June 3, 2014, the City of St. Petersburg City Council and Pinellas County entered into an Interlocal Agreement related to the South St. Petersburg Community Redevelopment Area (CRA). This agreement established the purpose, scope, and mutual duties of the City and County, as well as the governance structure and funding mechanisms for the CRA. Among other items, the Interlocal Agreement called for the creation of a “Citizen Advisory Committee” (CAC) that would advise the South St. Petersburg Community Redevelopment Agency on the community redevelopment plan, any amendments thereto and on issues and policies within the CRA.

The CAC is comprised of nine (9) residents, business and/or property owners, and other stakeholders from within the CRA’s geographic boundary. The Mayor appoints six (6) members of the CAC with confirmation by the City Council, while the Pinellas County Board of County Commissioners appoints three (3) members.

In April 2024, Mayor Welch approved the appointment of Ms. Tara Centeno, a prior member of the CAC, whose term expired on January 31, 2024. Ms. Centeno will serve out the term of Ms. Esther Matthews, which will expire on 1/31/2026. Ms. Matthews resigned to serve on the City’s Community Benefits Agreement Committee (CBAC). Ms. Centeno will then be eligible to serve an additional full three-year term.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

APPROVALS:


Administration *BC*

Res. No. _____

A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF TARA CENTENO AS A MEMBER OF THE CITIZEN ADVISORY COMMITTEE FOR THE SOUTH ST. PETERSBURG COMMUNITY REDEVELOPMENT AREA TO SERVE THE REMAINDER OF AN UNEXPIRED THREE-YEAR TERM ENDING JANUARY 31, 2026; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, an Interlocal Agreement between the City of St. Petersburg, Florida and Pinellas County, Florida dated June 3, 2014 calls for the creation of a Citizen Advisory Committee ("CAC") to advise the South St. Petersburg Community Redevelopment Agency on the South St. Petersburg Community Redevelopment Plan ("Plan") and any amendments thereto, issues and policies within and related to the South St. Petersburg Community Redevelopment Area ("CRA"), and the development of administrative procedures that govern the tax increment financing ("TIF") program identified in Chapter 4 of the Plan; and

WHEREAS, the CAC is comprised of nine (9) individuals who are residents, business and/or property owners, or other stakeholders from within South St. Petersburg, six (6) of which are appointed by the Mayor subject to confirmation by the City Council of the City of St. Petersburg, and three (3) of which are appointed by the Pinellas County Board of County Commissioners; and

WHEREAS, pursuant to the bylaws adopted by the CAC, members of the CAC serve for a term of three (3) years, expiring on January 31st of the third year; and

WHEREAS, the CAC bylaws provide for vacancies to be filled as soon as practicable, with the new member serving for the remainder of the unexpired term of the member being replaced; and

WHEREAS, in April 2024, Mayor Welch appointed Tara Centeno, a prior member of the CAC whose term expired on January 31, 2024, to serve the remainder of an unexpired three-year term ending on January 31, 2026; and

WHEREAS, City Council desires to confirm the appointment of Tara Centeno to the CAC.

BE IT THEREFORE RESOLVED by the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the appointment of Tara Centeno as a member of the Citizen Advisory Committee for the South St. Petersburg Community Redevelopment Area to serve the remainder of an unexpired three-year term ending on January 31, 2026.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

Sharon Muchmaricy
00742879

ADMINISTRATION:

James A. [Signature] B C

The following page(s) contain the backup material for Agenda Item: Appointment of Jarrett Sanchez as an alternate Special Magistrate
Please scroll down to view the backup material.



CB-13



MEMORANDUM

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

FROM: Joe Waugh, Codes Compliance Assistance Director *JW*

DATE: May 16, 2024

SUBJECT: Special Magistrate Appointment

I respectfully request that City Council appoint Jarrett Sanchez as an alternate Special Magistrate, serving three-year term ending April 30, 2027.

Mr. Sanchez served as a member of the Code Enforcement Board for 8 years from 2016 to 2023, providing him with significant institutional knowledge of the Codes Compliance process. Considering the level of responsibility and authority placed upon the Magistrate to make independent decisions about the certification of accrued fines as liens, Mr. Sanchez's experience with serving on the Board will be invaluable and makes him a prime candidate for this appointment.

A copy of Mr. Sanchez's resume is available from the Clerk's office for your review and consideration.

Reviewed and approved by:

Administration: *A Foster*

Budget: N/A

Legal: *[Signature]*

CC: Amy Foster, Housing and Neighborhood Services Administrator

Resolution No. _____

A RESOLUTION APPOINTING JARRETT SANCHEZ AS A SPECIAL MAGISTRATE TO EXERCISE THE POWERS OF A MUNICIPAL CODE ENFORCEMENT BOARD AS PROVIDED IN CHAPTER 162, FLORIDA STATUTES, AND IN ACCORDANCE WITH CHAPTER 9 OF THE ST. PETERSBURG CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS Chapter 9 of the St. Petersburg City Code provides for the appointment of a Special Magistrate having the powers and duties of the Code Enforcement Board, pursuant to Part I of Chapter 162, Florida Statutes; and

WHEREAS Jarrett Sanchez is a resident of the City and is otherwise qualified for appointment to the office of Special Magistrate.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that Jarrett Sanchez is hereby appointed as a Special Magistrate to serve an unexpired three-year term ending April 30, 2027.

This resolution shall become effective immediately upon its adoption.

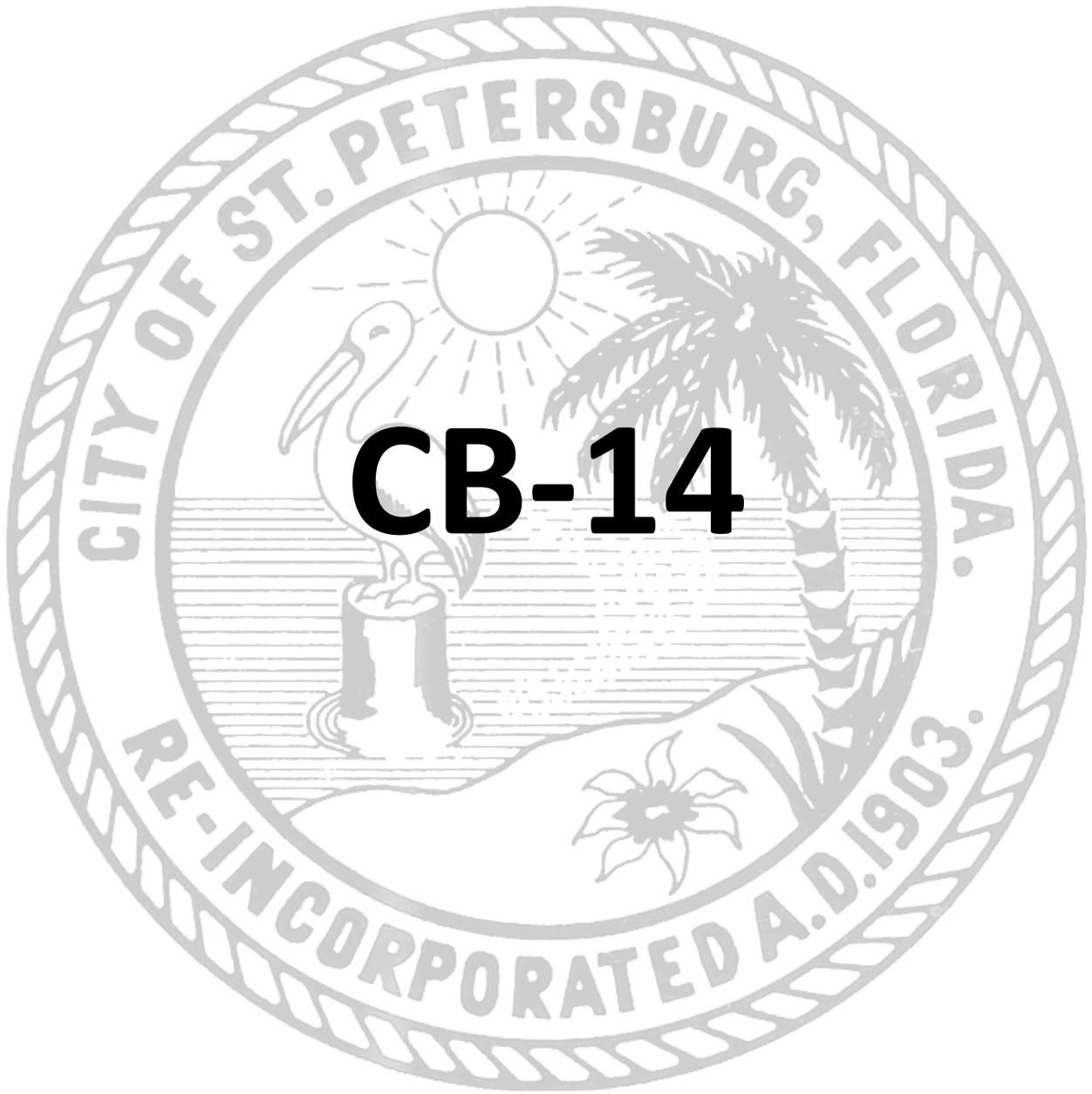
Legal:



Department:



The following page(s) contain the backup material for Agenda Item: Housing, Land Use, and Transportation Committee Meeting Minutes (March 7, 2024)
Please scroll down to view the backup material.



CB-14

City of St. Petersburg
Housing, Land Use, & Transportation Committee
March 7, 2024 – 8:30 AM
Minutes

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

Alternate: Council Member Gina Driscoll

Others present: Rob Gerdes, City Administrator, Amy Foster, Housing and Neighborhood Services Administrator, Mark Van Lue, Housing and Development Manager, George Smith, Economic Development Officer, Dr. Avery Slyker, Housing and Community Development Assistant Director, and Michael Dema, Assistant City Attorney.

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

1) **Call to Order**—8:30AM.

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

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

4) **New Business – March 7, 2024**

a) **Tenant Protections for City-Owned and City-Subsidized Housing** (*CM Floyd*) – **Michael Dema, Assistant City Attorney, Amy Foster, Housing and Neighborhood Services Administrator, and Mark Van Lue, Housing and Development Manager.**

Ms. Foster said that AHAC wishes to receive feedback from the broader development community and they wanted to spend time to look at HUD requirements. They agreed with the month-to-month language but also wanted language to end the lease shortly after the lease term. This will need to come back to a future HLUT. CM Floyd asked about the HUD requirements. Committee Chair Gabbard clarified that they want to make sure that any City requirements would align with HUD requirements.

b) **Update on Namaste Townhomes and an upcoming amendment to their CRA agreement** (*Staff Request*)—**Amy Foster, Housing and Neighborhood Services Administrator, Dr. Avery Slyker, Housing and Community Development Assistant Director, and George Smith, Economic Development Officer.**

Committee Chair Gabbard recused herself from this discussion. Ms. Foster explained that this is a simple amendment to their original agreement, which was signed on December 1, 2020, and was amended on July 6, 2023, with a timeline to January 31, 2024. At that time, the city increased its funding commitment to \$1,056,000 and reduced the maximum buyer AMI from 120% AMI to 100% AMI. Construction was completed on 11 units in December of 2023 and unit sales are underway. One unit is being rented for a year to support a replat of an additional lot just north of the site to build two more townhome units. The extension being requested will give Namaste enough time to sell the units.

- c) Update on Down Payment Assistance in the CRA and proposed amendments to the program (*Staff Request*)—**Amy Foster, Housing and Neighborhood Services Administrator and Dr. Avery Slyker, Housing and Community Development Assistant Director.**

Dr. Slyker provided some background regarding the current Down Payment Assistance program in the CRA. A recommendation was made to the St. Petersburg Community Development Agency for the City Council to approve the following amendments to the South St. Petersburg CRA Affordable Single-Family Homeownership Program that is funded with tax increment financing or TIF. Dr. Slyker explained that the changes include increasing the maximum award of down payment and closing cost assistance for first-time homebuyers from \$60,000 to \$75,000. This change also allows administrative amendments related to income limits on households for the program to account for annual revisions made to these limits by the Florida Housing Finance Corporation and will bring the program more into alignment with the County and other municipalities. The goal is to bring about more homebuyers with these changes, explained Dr. Slyker.

Dr. Slyker also laid out some proposed process changes as well. She explained that next fiscal year Down Payment Assistance will be going up to \$75,000 citywide. She also said that this year there will be a cut in funding from SHIP (State Housing Initiatives Partnership), which will ultimately mean less Down Payment Assistance citywide. For 120% AMI and below, the full amount will be forgiven after 10 years. For 121-140% AMI, payments will be deferred for five years and then repayment of 50% of the loan will occur in monthly installments over the remaining five-year term. Those monies will go back into the program and will serve to enhance it. Committee Chair Gabbard requested that the slide be updated to reflect the new numbers. CM Gerdes asked if it is a zero-percent interest loan and Ms. Slyker said it was. He asked why 50% of the loan needs to be repaid for homebuyers at 121-140% AMI. Dr. Slyker explained that the income generated from the program helps to support housing or other loans.

- d) Review of the HLUT referral list.

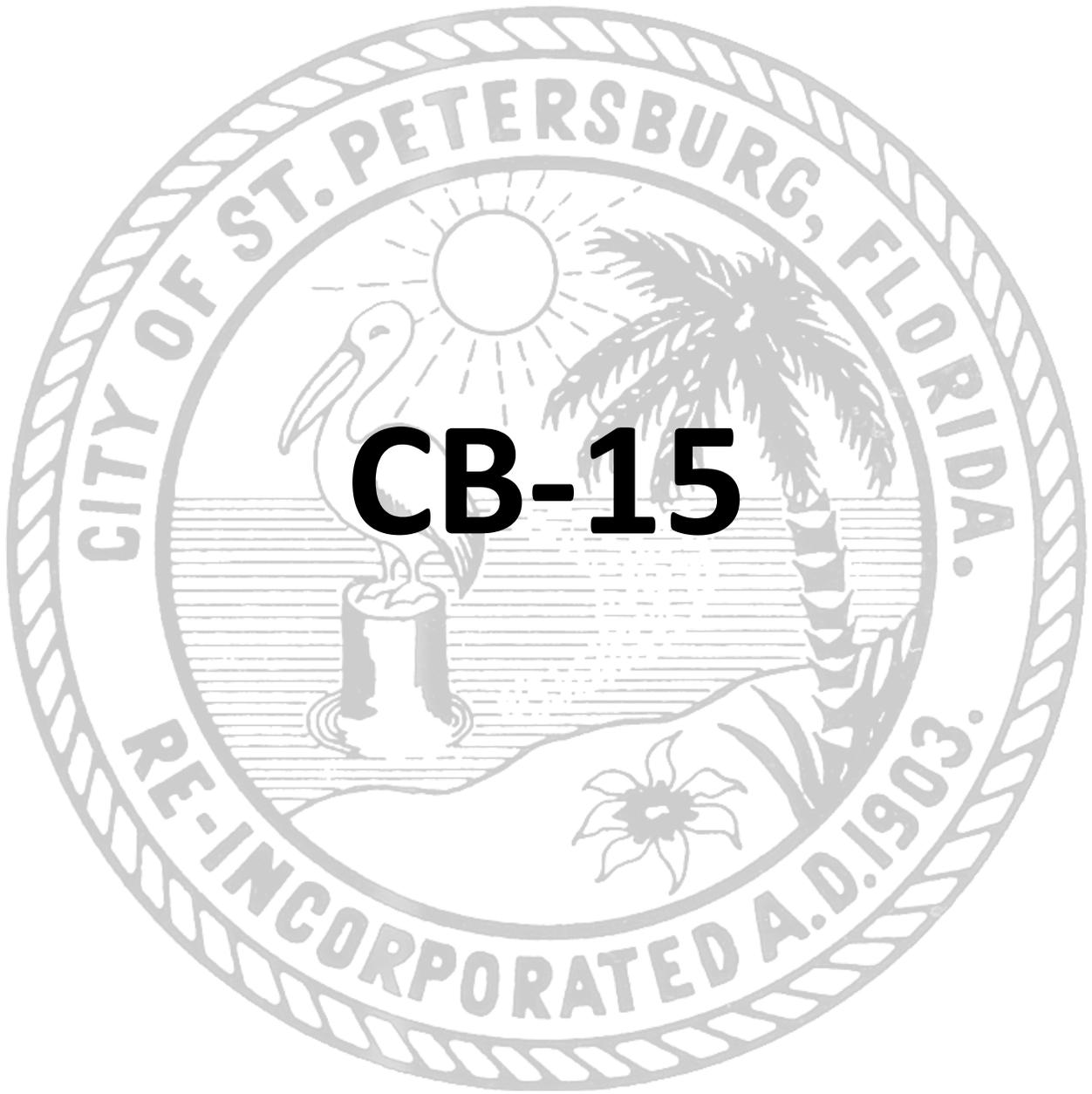
CM Floyd mentioned that items 8 and 12 should be able to come back together in the late summer and he said that they could be combined; he also said that he is working with some outside groups on item 13 and needs a little more time; as far as item 14, he mentioned that it might be able to be removed but needs an extra month to figure that out.

CM Driscoll's item on the list is brand new so she said there is not a date yet but it will happen some time this year. CM Gerdes said that item 10 could be brought forward as early as June or July. The committee decided that for item 11, which is Council Chair Figgs-Sanders' item, and item 9, which is CM Montanari's item, that the Committee would discuss keeping them on or removing them from the referral list at the next HLUT Committee meeting, thus giving those Council Members the opportunity to provide feedback. Ms. Foster said that an ERA2 update (item 7) could be discussed at the next HLUT Committee meeting, provided there is enough time.

The meeting adjourned at 9:07AM.

The following page(s) contain the backup material for Agenda Item: A resolution authorizing the Mayor, or his designee, to execute the 2023 Statewide Mutual Aid Agreement (SMAA) with the Florida Division of Emergency Management (FDEM) allowing the City to request assistance or provide assistance for a major disaster or catastrophic disaster as defined in section 252.34, Florida Statutes, minor disasters, and other such emergencies as lawfully determined by a Participating Party of the Agreement.

Please scroll down to view the backup material.



CB-15

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of May 16, 2024

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

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute the 2023 Statewide Mutual Aid Agreement (SMAA) with the Florida Division of Emergency Management (FDEM) allowing the City to request assistance or provide assistance for a “major disaster” or “catastrophic” disaster as defined in section 252.34, Florida Statutes, minor disasters, and other such emergencies as lawfully determined by a Participating Party of the Agreement.

EXPLANATION: The City of St. Petersburg has been a signatory of the Statewide Mutual Aid Agreement (SMAA) since 2001 and has deployed under this agreement to provide assistance to neighboring jurisdictions, most recently Hurricanes Ian (2022), Michael (2019), and Irma (2017), and the Surfside building collapse (2021).

The Florida Division of Emergency Management (FDEM) has released an updated version of the SMAA (the 2023 SMAA) to replace all previous versions of the SMAA for all political subdivisions and agencies throughout the state. Remaining on a previous version of the SMAA is not an option, and FDEM has informed the City that any political subdivision or agency that has not signed the 2023 SMAA will no longer be considered a SMAA partner with the State of Florida and, therefore, will not be guaranteed reimbursement from the State for mutual aid assistance.

The purpose of the updated 2023 SMAA is to enforce changes in the mutual aid process and to further define mutual aid reimbursements as they come from the State of Florida. The 2023 SMAA ensures a more streamlined mutual aid process and protects the local governments regarding mutual aid reimbursements. This allows local to local mutual aid assistance to be facilitated by the State and therefore placing the State as a stakeholder in mutual aid funds. The 2023 SMAA ensures the reimbursement from the State of Florida for eligible expenses to SMAA partners who respond to mutual aid requests placed by the State. The 2023 SMAA provides more security for the locals than any SMAA previously in effect.

Based on the above information, it is recommended that Council approve this resolution authorizing the Mayor, or his designee, to execute the 2023 SMAA and any related documentation necessary to effectuate that approval.

COST/FUNDING/ASSESSMENT INFORMATION: There is no cost to the City to execute the SMAA. This agreement facilitates the City’s receipt of aid from other jurisdictions and, when the City is required to provide aid to other jurisdictions, the agreement facilitates reimbursement from the State for expenses incurred by the City in providing that aid.

ATTACHMENTS:

Resolution

2023 Statewide Mutual Aid Agreement Form

APPROVALS:

Administrative



Budget: N/A

RESOLUTION NO. 2024-_____

A RESOLUTION REGARDING THE 2023 STATEWIDE MUTUAL AID AGREEMENT; APPROVING EXECUTION OF THE 2023 AGREEMENT TO REPLACE THE PREVIOUS VERSION EXECUTED BY THE CITY IN 2001; AUTHORIZING THE MAYOR (OR HIS DESIGNEE) TO EXECUTE THE 2023 AGREEMENT AND ANY OTHER DOCUMENT NECESSARY TO EFFECTUATE THAT APPROVAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes chapter 252 (the “Emergency Management Act”) authorizes the State of Florida and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the Emergency Management Act also authorizes the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, in 2001, the City of St. Petersburg signed the Statewide Mutual Aid Agreement (the “SMAA”), an agreement between the Florida Division of Emergency Management (“FDEM”) and political subdivisions and related agencies throughout Florida; and

WHEREAS, under the framework provided by the SMAA for requesting, providing, and receiving interjurisdictional mutual assistance, the City has deployed to provide assistance to neighboring jurisdictions, most recently in response to Hurricanes Ian (2022), Michael (2019), and Irma (2017), and to the Surfside building collapse (2021); and

WHEREAS, FDEM recently released an updated version of the SMAA (the “2023 SMAA”) intended to replace all previous versions of the SMAA for all political subdivisions and agencies throughout the state; and

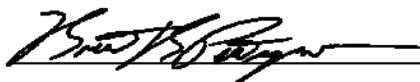
WHEREAS, Administration recommends that the City execute the 2023 SMAA to maintain the City’s ability to request, provide, and receive interjurisdictional mutual assistance through the SMAA framework; and

WHEREAS, City Council agrees with that recommendation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of St. Petersburg, Florida, approves execution of the 2023 SMAA and authorizes the Mayor or his designee to execute the 2023 SMAA and any other document necessary to effectuate this approval.

This resolution will become effective immediately upon adoption.

LEGAL:



ADMINISTRATION:



Robert Bassett
Interim Fire Chief



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management (“the Division”) and the local government (“Participating Party”) signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney

The following page(s) contain the backup material for Agenda Item: Committee of the Whole Meeting Minutes (April 18, 2024)
Please scroll down to view the backup material.



CB-16

City of St. Petersburg
Committee of the Whole
April 18, 2024 Meeting Minutes
City Hall, Room 100

Present: Chair Deborah Figgs-Sanders, Vice-Chair Copley Gerdes, Council Members Brandi Gabbard, Ed Montanari, Lisset Hanewicz, Gina Driscoll, John Muhammad, and Richie Floyd

Also Present: Assistant City Administrator Tom Greene, Assistant City Attorney Brett Pettigrew, and City Clerk Chan Srinivasa

Support Staff: Kimberly Amos, Legislative Aide

1. **Call to Order** – 2:00 PM
2. **Approval of Agenda** – Vice-Chair Gerdes motioned for approval. All voted in favor.
3. **Approval of January 25, 2024 Minutes** – CM Montanari motioned for approval. All voted in favor.
4. **New Business** – April 18, 2024

New Business: Potential Charter amendments concerning City Council and Mayor vacancies

Assistant City Attorney Brett Pettigrew summarized the timeline of this topic including three meetings in the Public Services & Infrastructure (PS&I) Committee ¹and a referral to the Committee of the Whole for discussion. Mr. Pettigrew then provided a brief review of the process for filling vacancies explaining that Council Member and Mayoral vacancies are both covered in a single section of the Charter and any requested changes could be addressed within one amendment. Under Florida law, Charter amendments must be approved through a city-wide referendum. Mr. Pettigrew recommended completing the process of legislating a referendum ordinance² no later than July 18th to avoid any potential conflict with the November 2024 ballot submission cutoff. Two changes were proposed for consideration by the Committee of the Whole during PS&I discussion: an increase in the voting threshold for making an appointment to fill a council vacancy, and refraining from making an appointment when the vacancy occurs during an election for the vacant position. Mr. Pettigrew reviewed the current voting threshold requiring a majority vote of remaining Council Members; in a circumstance of 1-2 vacancies this would require four of the remaining seven or four of the remaining six to reach a majority vote. Twenty of the largest municipalities in Florida, including St. Petersburg, were analyzed and nineteen of them have the opportunity to utilize an appointment component within their vacancy filling process. Of these nineteen municipalities, two maintain a default majority of the quorum standard, sixteen, including St. Petersburg, use a majority of the remaining members standard, and one municipality requires a super majority equating to a two-thirds standard. Mr. Pettigrew then explained the second proposed change for consideration, refraining from making an appointment when a vacancy occurs during an election for the vacant position. A proposed new subsection would be added to address the issue cutting off appointments for a vacancy occurring in the year of an election, beginning on the first day of qualifying, and ending on whatever date a winner of the election was determined. To minimize the length of the vacancy the winner of the election would assume office at the next Council Meeting.

¹ This topic was discussed at the July 13, 2023, November 9, 2023, and March 21, 2024 PS&I Committee Meetings

² The referendum ordinance would contain the Charter language, ballot language summarizing the change, and findings reflecting Council discussion.

Mr. Pettigrew proposed an additional amendment for consideration that arose during review of the Charter regarding Mayoral vacancies. Under the current Charter language, the City Administrator begins service as the acting Mayor during any Mayoral vacancy with a special election required within five months to fulfill the remaining term unless the vacancy occurs within eight months of a regularly scheduled city election and prior to the qualifying period for that election. During previous PS&I discussions, it was established that the average length to hold a series of two municipal special elections was between six and fourteen months with a nine-month average placing the opportunity for a special election to occur within five months unlikely. Two options were proposed for consideration to alleviate this concern: allowing the acting Mayor to serve through the next Municipal elections cycle or using a combination of regular or special elections based on the timing of the vacancy occurrence.

Council Member Gabbard expressed preference for the Council Member vacancy appointment process to require a super majority vote. CM Gabbard asked for clarification on the two-week prequalifying election period; **Mr. Pettigrew** explained during this period the City Clerk can accept the filing paperwork, but it is not formally processed until the qualifying period begins. **CM Gabbard** expressed preferences for the appointment cutoff timeline to occur two weeks prior to qualifying to avoid potential campaign finance issues and for the Mayoral appointment to contemplate a combination of election scenarios.

Council Member Floyd asked what happens if City Council does not reach a super majority for appointment; **Mr. Pettigrew** stated the decision must occur within the forty-five days, legal action could be possible if the process was not occurring in good faith. **CM Floyd** expressed concern for a super majority vote, expressed preference for a two week prior to qualifying timeline for appointment cutoff, and expressed interest in the combination of election scenarios for the Mayoral appointment process as long as protections were built into the language.

Council Member Hanewicz expressed support of a super majority vote for the appointment process if a special election occurs if a super majority cannot be reached. CM Hanewicz stated agreement for a two week prior to the qualifying period cutoff for appointments if the timing could be clearly quantified and was agreeable to the combination of election scenarios for Mayoral appointments.

Council Member Montanari expressed concern for the super majority vote, supported the appointment process cutoff at two weeks prior to qualifying, and asked to defer the conversation on the Mayoral vacancy issue to a later date.

Council Member Muhammad expressed concern for the super majority vote to be reached, supported the appointment process cutoff at two weeks prior to qualifying, and agreed with deferring the conversation on the Mayoral vacancy issue to a later date.

Council Member Driscoll expressed concern for the super majority vote and supported the appointment process cutoff at two weeks prior to qualifying but asked about quantifying the language related to the voting timeline rather than qualifying timeline to reduce voter confusion. **Mr. Pettigrew** explained if the qualifying period were to change the intent of the language would lose its value. **CM Driscoll** expressed support for filling a Mayoral vacancy through the next regular election.

Vice Chair Gerdes expressed preference for a super majority vote, supported cutting off the appointment process at the qualifying period, and filling a Mayoral vacancy through the next regular election.

Council Chair Figs-Sanders expressed preference for a super majority vote, supported the appointment process cutoff at two weeks prior to qualifying as long as the language was defined clearly, and filling a Mayoral vacancy through the next regular election.

CM Gabbard asked if there were options that could be included as safeguards if a super majority vote could not be reached in the appointment process. **Mr. Pettigrew** responded there are other municipalities that

have contingencies for special elections or gubernatorial appointments. **CM Gabbard** asked if any municipalities contemplated Mayoral appointments if a super majority could not be reached, Mr. Pettigrew responded none did. **CM Hanewicz** expressed continued concern for the super majority vote without an alternative if a decision was not reached and asked Attorney Pettigrew for his legal concerns regarding the process. **Mr. Pettigrew** stated the lack of a contingency creates future litigation risk if the super majority cannot be reached and the appointment process is not actioned.

CM Gabbard motioned to advise legal to draft verbiage to fill any Council vacancies with a super majority and if a super majority cannot be achieved at that time that City Council would determine the process, **CM Hanewicz** requested a friendly amendment that if a super majority was not reached a special election would be called and CM Gabbard accepted the amendment. **Chair Figgs-Sanders** requested a roll call vote and the motion passed 5-3. Ayes: Hanewicz, Figgs-Sanders, Muhammad, Gerdes, and Gabbard. Nays: Driscoll, Floyd, and Montanari.

CM Gabbard motioned that City Council does not fill a Council vacancy once the prequalification period for the elections process has begun with the language defined as clearly as possible to reduce confusion. **Chair Figgs-Sanders** requested a roll call vote and the motion passed unanimously.

VC Gerdes motioned that City Council adopt the Miami and Hialeah Mayoral vacancy approach, which would use regular election, rather than a special election, to resolve any vacancy. **Chair Figgs-Sanders** requested a roll call vote and the motion passed 7-1. Ayes: Hanewicz, Figgs-Sanders, Driscoll, Muhammad, Floyd, Gerdes, and Gabbard. Nays: Montanari.

Mr. Pettigrew asked for clarification from the Committee on if the draft language should return to the Committee of the Whole or to full Council, the response was Council. Mr. Pettigrew asked if appointment was still the preferred mechanism for filling the vacancy, to which the committee agreed. **CM Gabbard** asked for clarification on if the item would need to have a first reading and public hearing, Mr. Pettigrew confirmed it would.

With no further business the meeting was adjourned at 3:21 PM

The following page(s) contain the backup material for Agenda Item: Legislative Affairs and Intergovernmental Relations Committee Meeting Minutes (February 15, 2024)
Please scroll down to view the backup material.



CB-17

City of St. Petersburg
Legislative Affairs and Intergovernmental Relations Committee
February 15, 2024 Meeting Minutes
City Hall, Room 100

Present: Committee Chair Lisset Hanewicz, Council Chair Deborah Figgs-Sanders, Council Member Gina Driscoll, Council Member Brandi Gabbard, and Council Member Ed Montanari (alternate)

Absent: None

Also Present: Assistant City Attorney Jane Wallace, Assistant City Attorney Michael Dema, Assistant City Attorney Kenneth MacCollom, Chief of Staff Doyle Walsh, Community and Neighborhood Affairs Administrator Amy Foster, Planning and Development Director Liz Abernethy, Government Affairs Director David Thompson, The Southern Group Partner Laura Boehmer (via ZOOM), and Deputy City Clerk Paul Traci

Support Staff: Tricia Terry – City Council Legislative Aide

1. **Call to Order** – 10:30AM
2. **Approval of Agenda** – CC Figgs-Sanders motioned for approval. All voted in favor.
3. **Approval of December 14, 2023 Minutes** – CM Gabbard motioned for approval. All voted in favor.
4. **New Business** – February 15, 2024

Selection of Chair and Vice-Chair

Council Member (CM) Gabbard nominated Council Chair (CC) Figgs-Sanders as Chair of the committee, who declined the nomination. ***CM Driscoll nominated CM Hanewicz as Chair and motioned to vote. All voted in favor.***

Council Chair Figgs-Sanders nominated CM Gabbard as Vice-Chair and motioned to vote. All voted in favor.

City of St. Petersburg Tallahassee Trip Recap

Chair Hanewicz gave a brief overview of her meetings in Tallahassee earlier in February, including a meeting with the Deputy Secretary of FDEP, Adam Blalock. The City has received over \$31 million in grants from FDEP since fiscal year 2021. David Thompson mentioned several of the City's appropriations requests and priorities and how we advocated for these projects with staff and legislators in Tallahassee.

Current Status in Tallahassee – Laura Boehmer, The Southern Group

Laura Boehmer thanked those who were present last week in Tallahassee. Currently, the Florida Legislature is finishing up the 6th week of session. Ms. Boehmer indicated that at this point in session, bills that are stuck in committee will more than likely die in committee unless they get amended onto another bill. Both the House and Senate have passed their respective budgets.

Chair Hanewicz asked about homestead exemptions and where the bill currently stands.¹ Ms. Boehmer indicated that the House has sent theirs over to the Senate, where it is waiting in Messages. Currently, there is no Senate version on the floor. Chair Hanewicz added that if the bill were to pass, it would result in a \$9.6 million decrease in revenues in the General Fund.

CM Montanari asked about the CrossBay Ferry Dock appropriation request. David Thompson indicated that the City sent over that request to Representative Cross and Senator DiCeglie, but neither the House nor Senate picked it up. However, the City was able to get 4 out of 5 of our appropriations picked up. David Thompson reminded council members that this item was not vetoed and is therefore eligible to be resubmitted in the next fiscal year's requests.

CM Montanari then asked about the USF Office of Veterans Success, which received Senate support but not House. Mr. Thompson stated that originally it did not make it onto the Senate's budget but was later added in an amendment. He then clarified that universities were asked to cut back their asks for capital projects, which is also reflected in USF's EOS request.² CM Montanari commented on the importance of veteran talent in the workforce.

CM Montanari inquired about the Mahaffey Theater expansion and Williams Park Bandshell funding requests. Mr. Thompson indicated that most of the funding was cut in half from what was requested by the City. Ms. Boehmer clarified that the process for the House requires at least half of the funding to be in the budget to move forward in the process.

Current Status in Washington, DC – Robert Diamond, *Capitol Counsel*

Robert Diamond discussed the lack of movement at the Federal level, emphasizing that the FY24 budget is still stuck. We are currently on the third continuing resolution for the FY24 budget, with deadlines split between March 1st and March 8th. Mr. Diamond indicated that there is agreement on the aggregate numbers, but not on specific spending bills. We may have another continuing resolution to bring us to April or the slim possibility of a government shut down. Mr. Diamond indicated that we are still tracking our FY24 community project requests and prepping for our FY25 requests. Lastly, Mr. Diamond mentioned the State of the Union address, which is scheduled on March 7th. Following this address, the President's FY25 budget should come out shortly afterwards.

David Thompson overviewed Mayor's recent trip to Washington, DC for the US Conference of Mayors. Mr. Thompson expanded on the continuing budget debate, specifically the hindrance of FEMA to perform without a concrete budget and multi-year extension.

Chair Hanewicz asked for an update on our community project requests at the federal level. Doyle Walsh reiterated that the standstill with the budget has meant the City is still looking for FY24 project funding to come out but confirmed that the City is tentatively putting together a list for FY25 community project requests. Chair Hanewicz asked for that list to be shared with Council prior to the NLC conference in March.³

CM Gabbard highlighted the lengthy and bureaucratic process for homeowners to apply for FEMA grants, and moreover, the desire to put pressure on Congress to reform the program completely.

¹ Homestead Exemption Increase, HB 7015, 2024 Regular Session, <https://www.flsenate.gov/Session/Bill/2024/7015>

² EOS – USF St. Petersburg Center of Excellence in Environmental and Oceanographic Sciences

³ National League of Cities Congressional City Conference 2024

CM Gabbard then asked what we could do to help residents get a quicker response on their grant applications. Mr. Diamond explained that this can be handled by a two-pronged approach: (1) advocate for congressional action to reform the process and (2) strengthen the City's relationship with FEMA. Mr. Diamond indicated that both are well underway, with continued engagement with the delegation and productive meetings between the City and FEMA. CM Montanari voiced his own frustration with the lengthy FEMA grant process. David Thompson expanded on his and Rob Diamond's meeting with a committee-member that oversees FEMA, as well as appropriations and continued advocacy to increase funding for FEMA.

Bill Tracker Updates – David Thompson, *Government Affairs Director*

CM Gabbard inquired about SB 1084, specifically the language on the preemption of EV regulations.⁴ Ms. Boehmer indicated that they are working with the legislators on the language and pointed out that the version in House does not include that language. However, Michael Dema concurred that if passed as-is, it would preempt the City's efforts with its EV policy.

CM Montanari asked for an update on SB 472.⁵ Ken MacCollom discussed the impacts on the City should this bill pass. Sovereign immunity caps would double, both the amount per individual and per incident. Mr. MacCollom stated that if these caps double, it would increase the value of the cases and it would encourage more cases to be filed. The higher value of the cases could bring a better caliber of lawyers pursuing these cases, potentially resulting in the City needing to pay higher fees for additional attorney assistance to the City.

CM Montanari asked how this bill would affect our Police Department. Mr. MacCollom stated that typical negligence actions would be affected the same, however, any civil rights actions fall under Federal law, and therefore have no sovereign immunity cap. CM Montanari then asked about the status of the bill. Ms. Boehmer stated that the house version is in the last committee of reference but has not been heard yet, and the Senate is still working through their process with it.

CM Montanari asked about the two bills that address the My Safe Florida Home program, and if either of them includes language to add temporary flood barriers under that coverage.⁶ Mr. Thompson explained that the current program funds items to mitigate wind damage, but under HB 1143, flood mitigation measures would be eligible.

CM Driscoll asked for an update on the PSTA Charter Amendment Bill.⁷ Mr. Thompson stated that local bills move through as a package and are generally considered non-controversial. We have communicated with our Senators to stop the bill once it moves to the Senate side. Ms. Boehmer stated that Representative Rayner voiced the City's opposition in its last reference committee meeting, however, it passed the committee on a party-line vote. CM Driscoll confirmed that ANY Senator can pull that bill. She also asked if this topic was specifically discussed last week in the trip to Tallahassee. Those who went confirmed that it was.

⁴ Department of Agriculture and Consumer Services, SB 1084, 2024 Regular Session, <https://www.flsenate.gov/Session/Bill/2024/1084>

⁵ Suits Against the Government, SB 472, 2024 Regular Session, <https://www.flsenate.gov/Session/Bill/2024/472>

⁶ My Safe Florida Home Program, HB 1143, 2024 Regular Session, <https://www.flsenate.gov/Session/Bill/2024/1143>

My Safe Florida Home Program, SB 7028, 2024 Regular Session, <https://www.flsenate.gov/Session/Bill/2024/7028>

⁷ Pinellas Suncoast Transit Authority, Pinellas County, HB 1487, 2024 Regular Session, <https://www.flsenate.gov/Session/Bill/2024/1487>

CC Figgs-Sanders asked about the Display of Flags bill.⁸ Ms. Boehmer confirmed that the bill is not moving. CC Figgs-Sanders inquired about Representative Cross's Property Tax Exemptions for Affordable Property bill.⁹ Mr. Thompson stated that it was also not moving forward, having not moving in Ways and Means Committee.

With no further business, Committee Chair Hanewicz adjourned the meeting at 11:16AM

⁸ Display of Flags by Governmental Entities, SB 1120, 2024 Regular Session,

<https://www.flsenate.gov/Session/Bill/2024/1120>

⁹ Property Tax Exemptions for Affordable Property, HB 1299, 2024 Regular Session,

<https://www.flsenate.gov/Session/Bill/2024/1299>