COUNCIL MEETING

CITY OF ST. PETERSBURG

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

September 5, 2024
3:00 PM

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

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

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

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

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

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

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

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

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

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

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

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

- +1 669 900 6833 and entering webinar ID: 950 0142 6842#
- Watch, listen, and participate on your computer, mobile phone, or other device by visiting the following link: https://zoom.us/j/95001426842

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

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

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

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

A. Meeting Called to Order and Roll Call.

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

September 5, 2024
3:00 PM

A moment of silence will be observed to remember fallen Firefighters and Police Officers of the City of St. Petersburg that lost their lives in the line of duty during this month:

Constable Edward A. George - September 16, 1908
Officer Charles Lee Eustes - September 24, 1967

B. Approval of Agenda with Additions and Deletions.

C. Consent Agenda (see attached)

Open Forum

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

D. Awards and Presentations

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

Setting October 3, 2024 as the public hearing date for the following proposed Ordinance(s):

1. Ordinance 597-H, an Ordinance repealing Division 8 of Article V, Sections 2-268 through 2-270 of the City Code, relating to major construction project requirements for employing disadvantaged workers; and providing an effective date.

2. Ordinance 598-H, an Ordinance repealing Division 7 of Article V, Sections 2-261 through 2-264 of the City Code, relating to major construction project requirements for employing apprentices; and providing an effective date.

F. Reports

1. A resolution authorizing the Mayor, or his designee, to sell real property located at approximately 298 Dr. Martin Luther King Jr. Street South, St. Petersburg, to TLP RE MF III-IV Saint Petersburg I Owner, LLC, a Delaware limited liability company, for the contract price of $10,000,000.00; authorizing the Mayor, or his designee, to execute all documents necessary to effectuate this transaction including but not limited to, the agreement for sale and purchase, restrictive covenant, easement agreement, and termination and release agreement to effectuate the termination of the lease agreement between the City and Peninsula Motor Club, Inc. dated May 21, 1987; approving a transfer in the amount of $5,980,000 from the unappropriated balance of the General Fund (0001) to the Economic Stability Fund (0008) to repay the short-term loan for the Deuces

T/H & Comm Development Project; approving a transfer in the amount of $4,020,000 from the unappropriated balance of the General Fund (0001) to the Housing Capital Improvement Fund (3000) for future housing capital projects; and providing an effective date.

2. 31st Street Complete Streets Planning Study

   (a) Approving a resolution authorizing the Mayor or his designee to accept a grant from Forward Pinellas at a maximum reimbursement amount of $100,000 for the development of a 31st Street Planning Study (Project); approving a Grant Agreement between Forward Pinellas and the City of St. Petersburg, Florida setting forth the terms and conditions related to the grant funding and authorizing the Mayor or his designee to execute the Grant Agreement and all other documents necessary to effectuate receipt of the grant; approving a Professional Services Agreement between the City and Fehr & Peers Corporation (Consultant) for Consultant to provide planning services for the Project in an amount not to exceed $155,000 and authorizing the Mayor or his designee to execute the Professional Services Agreement; authorizing the City Attorneys office to make non-substantive changes to the Grant Agreement and the Professional Services Agreement; approving a supplemental appropriation in the amount of $100,000 from the increase in the unappropriated balance of the Bicycle Pedestrian Safety Improvements Fund (3004), resulting from these grant revenues, to the 31st Street South Complete Streets Planning Study Project (Oracle TBD); rescinding an unencumbered appropriation in the Multimodal Impact Fees Capital Improvement Fund (3071) in the amount of $55,000 from the Complete Streets FY24 Project (19828); approving a supplemental appropriation in the amount of $55,000 from the increase in the unappropriated balance of the Multimodal Impact Fees Capital Improvement Fund (3071), resulting from the above recission, to the 31st Street South Complete Streets Planning Study Project (Oracle TBD); and providing an effective date.

3. A resolution approving a supplemental appropriation in the amount of $1,000,000 from the unappropriated balance of the Opioid Settlement Proceeds Fund (1061) to the Housing and Neighborhood Services Administration Department, Administration Division (080-1065), Opioid Support Grants (20375); and providing an effective date.

4. A resolution approving the 2024 Emergency Medical Services ALS First Responder Agreement between the City of St. Petersburg and the Pinellas County Emergency Medical Services Authority for Fiscal Years 2024/2025, 2025/2026, 2026/2027, 2027/2028, and 2028/2029; authorizing the Mayor or his designee to execute the 2024 Emergency Medical Services ALS First Responder Agreement; and providing an effective date.

5. Declaring the Results of the Primary Election held on August 20, 2024.

   (a)A resolution concerning the non-partisan primary election held on August 20, 2024 for City Council Districts 3 and 7; acknowledging the certified results of the Canvassing Board for that Election and declaring primary nominees based on those results; requesting that the City Clerk perform the ministerial duties of certifying as duly nominated for office the applicable candidates from Districts 3, 5, and 7 and placing the names of those candidates on the ballot of the municipal general election to be held on November 5, 2024; acknowledging that neither a primary election nor a general election will be held for District 1; and providing an effective date.

G. New Business

1. Respectfully requesting a referral to the Public Services and Infrastructure Committee, or other relevant committee, for a discussion on No Wake zones on roads during flood events, potential signage to promote compliance, and enforcement under Florida Statutes (FS 316.183). (Council Member Montanari)

2. Respectfully requesting a referral to the Budget, Taxation & Finance Committee, or other relevant committee, for a discussion and report on capital needs for non-enterprise Capital Improvement Projects. (Council Member Montanari)

H. Council Committee Reports

1. August 22, 2024 Budget, Finance, and Taxation Committee Action Item

   (a) A resolution approving a supplemental appropriation in the amount of $1,063,567.08 from the unappropriated fund balance of the General Fund (0001), additional BP Settlement Funds, to the Public Works Administration Department, Sustainability and Resiliency Division (040-1251) for the projects identified in this resolution; and providing an effective date.

2. August 22, 2024 Committee of the Whole Action Item

   (a)A resolution approving funding for the Northwest Park Youth Baseball Lighting Project in an amount not to exceed $300,000 from Weeki Wachee funds; making certain findings about the project; approving a rescission of an unencumbered appropriation in the Weeki Wachee Capital Projects Fund (3041) in the amount of $2,114,507.09 from the Science Center Project (18806); approving a supplemental appropriation in the amount of $300,000 from the increase in the unappropriated balance of the Weeki Wachee Capital Projects Fund (3041), resulting from this rescission, to the Northwest Park Youth Baseball Lighting Project (TBD); and providing an effective date.

I. Legal

1. Potential Charter amendments concerning the City Council and Mayoral vacancies—update and request for referral to a Committee of the Whole

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. FY25 Utility Rates and Charges

   (a) Ordinance 593-H, an ordinance relating to sanitation rates and charges; amending Chapter 27, Section 27-557 of the St. Petersburg City Code; amending rates and charges for sanitation services; providing for severability of provisions; providing an

explanation of words struck through and underlined; establishing a date to begin calculating new rates for billing purposes; and providing an effective date.

(b) Ordinance 594-H, an ordinance relating to utility rates; amending Section 27-405, Subsections (b)(1) and (b)(2) of the St. Petersburg City Code; amending the stormwater utility fee; amending the tiered rate structure fees for single family residential parcels; providing for severability of provisions; providing an explanation of words struck through and underlined; establishing a date to begin calculating new rates for billing purposes; and providing an effective date.

(c) Ordinance 595-H, an ordinance relating to utility rates and charges; amending Chapter 27, Subsections 27-3 (g), 27-4, 27-6 (a), 27-6 (d), 27-109 (b), 27-109 (d), 27-113 (b), 27-141 (a), 27-141 (b), 27-142 (a), 27-143 (a), 27-143 (b), 27-144, 27-146 (b), 27-146 (d), 27-177 (a), 27-177 (d), 27-250 (a), 27-283 (a), 27-284 (a), 27-284 (d), 27-334 (d) (8), 27-335 (d) and 27-337 of the St. Petersburg City Code; amending requirements for customer deposits; amending liability for certain charges; amending method of determining adjustment to accounts; amending charges for potable water connection; amending base and volume charges for water service; amending various service charges; amending wholesale water service charges for the City of Gulfport; amending the definition of combination fire service; amending base and volume charges for irrigation only accounts; amending base charges for commercial water only accounts; amending rates and charges for reclaimed water service; amending sewer capacity fee; amending retail and wholesale wastewater service charges; amending provisions of the grease management program; amending grease discharge permit fees; providing for severability of provisions; providing an explanation of words struck through and underlined; establishing a date to begin calculating new charges for billing purposes; and providing an effective date.

2. Ordinance 591-H, an Ordinance of the City of St. Petersburg, Florida amending Chapter 22, Division 6, of the St. Petersburg City Code relating to the 1984 Supplemental Police Officers Retirement System by amending Section 22-280(e) by providing a minimum service requirement for Section 185 Nonservice-Connected Disability Benefits Applications; providing for severability; and providing an effective date.

Second Reading and Second Public Hearings

3. Ordinance 577-H of the City of St. Petersburg, Florida amending its Comprehensive Plan; amending Chapter 1 General Introduction Data and Analysis; amending Chapter 3, Future Land Use Element, pertaining to commercial corridors and SunRunner corridor/station areas; providing for severability; and providing an effective date. (City File LGCP 2023-01)

4. Ordinance 583-H amending the St. Petersburg City Code creating a new Section 16.30.050 Sunrunner Target Employment Center – Local Overlay; providing for definitions, including local overlay specific uses; providing standards for Development and Design in the overlay district; providing for severability; and providing for an effective date. (LDR 2024-03)

5. City-initiated amendments to the Comprehensive Plan Future Land Use map and Official Zoning map to apply the SunRunner Target Employment Center (TEC) Local Overlay at the 22nd Street South SunRunner Bus Station (Quasi-Judicial)

(a) Ordinance 759-L amending the Future Land Use Map of the Comprehensive Plan for the City of St. Petersburg, Florida; by changing the Future Land Use Map designation for a 58-acre site generally located at the 22nd Street South SunRunner Bus Station, south of 1st Avenue South, east of 24th Street South, and north and west of Interstate 275, to establish the SunRunner Target Employment Center Local Overlay; providing for repeal of conflicting ordinances and provisions thereof; and providing an effective date. (City File FLUM 67)

(b) Ordinance 791-Z amending the official zoning map of the City of St. Petersburg, Florida, by changing the zoning of for a 58-acre site generally located at the 22nd Street South SunRunner Bus Station, south of 1st Avenue South, east of 24th Street South, and north and west of Interstate 275, to establish the SunRunner Target Employment Center Local Overlay; providing for repeal of conflicting ordinances. Quasi-Judicial (City File FLUM 67)

K. Open Forum

L. Adjournment

St. Petersburg
Community Redevelopment Agency
(CRA) 9/5/2024

1. City Council Convenes as Community Redevelopment Agency.

2. Approval of a Resolution finding 1) that the disposition of Lot 3, Block 1, WEBB CITY REPLAT, together with the southerly one-half of the vacated 2nd Avenue South right-of-way, vacated pursuant to Ordinance No. 480-V, located at approximately 298 Dr. Martin Luther King Jr. Street South, St. Petersburg, by an Agreement for Sale and Purchase for a price of $10,000,000.00, to TLP RE MF III-IV Saint Petersburg I Owner, LLC, a Delaware limited liability company ("Disposition"), is consistent with the Intown Redevelopment Plan; 2) recommending approval of the Disposition to the City Council of the City of St. Petersburg, Florida; and providing an effective date.

3. Adjourn Community Redevelopment Agency.

Consent Agenda A
September 5, 2024

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

(Procurement)

1. Accepting a bid from Mansfield Oil Company of Gainesville Inc. and Petroleum Traders Corporation Inc., to purchase fuel, for the Fleet Management Department, in the amount of $24,000,000.

2. Approving award of a contract to Tyler Technologies Inc, for replacement of the Naviline Enterprise Resource Planning software, to be used Citywide, for a five-year contract amount and contingency not to exceed $13,140,694.

(City Development)

(Community Enrichment)

3. A resolution authorizing the Mayor or his designee to execute an agreement between the City of St. Petersburg, Florida and the Juvenile Welfare Board of Pinellas County (JWB) for a term of one year that commences on October 1, 2024 and ends on September 30, 2025 and that provides grant funding in the amount of $3,606,975 from JWB for the Teen Arts, Sports and Cultural Opportunities (TASCO) Center Based Teen Programs for FY25; authorizing the Mayor or his designee to execute all other documents necessary to effectuate this transaction; and providing an effective date.

(Public Works)

4. Accepting the Guaranteed Maximum Price ("GMP") proposal dated June 6, 2024 in the amount of $4,276,039 from Ajax Building Company, LLC ("Ajax") for construction phase services for the Municipal Services Center ("MSC") HVAC Replacement Project; authorizing the Mayor or his designee to execute the First Amendment to the Construction Manager at Risk ("CMAR") Agreement with a GMP between the City of St. Petersburg, Florida and Ajax dated June 29, 2023 to incorporate the GMP Proposal into the agreement and modify other necessary provisions; rescinding unencumbered appropriations in the General Capital Improvement Fund (3001) in the amount of $120,388 from the M.O.B. Repairs & Improvements FY20 Project (17242), $205,468 from the M.O.B. Repairs & Improvements FY21 Project (17967), $897,423 from the M.O.B. Repairs & Improvements FY22 Project (18637), $1,724,942 from the M.O.B Repairs & Improvements FY23 Project (19181), and $11,779 from the M.O.B Repairs & Improvements FY24 Project (19833); approving a supplemental appropriation in the

amount of $2,960,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above rescissions, to the MSC HVAC Replacement Project (ECID Project No. 23201-019; Oracle No. 19525); to provide funding for the construction phase services identified in the GMP proposal and providing an effective date.

5. A Resolution accepting the Guaranteed Maximum Price ("GMP") proposal in the amount of $783,981 from Ajax Building Company, LLC ("Ajax") for construction phase services for Manhattan Casino Roof Top Units (RTU) Replacement (Manhattan Casino Facility Assessment Project); authorizing the Mayor or his designee to execute the First Amendment to the Construction Manager at Risk ("CMAR") Agreement with a GMP between the City of St. Petersburg, Florida and CMAR, dated February 28, 2024 to incorporate the GMP Proposal into the agreement and modify other necessary provisions; rescinding an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of $553,000 from the Infrastructure TBD FY24 Project (19776); approving a supplemental appropriation in the amount of $553,000 from the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above rescission, to the Manhattan Casino HVAC FY23 Project (ECID Project No. 22210-019; Oracle No. 19162); and providing an effective date.

6. A Resolution approving the First Amendment to the Design Build Agreement between the City of St. Petersburg, Florida and Ric-Man Construction Florida, Inc. ("DB") dated July 18, 2023, for DB to provide additional preconstruction services for the Downtown Watermain Replacement Program in an amount not to exceed $676,700.03 and modify other necessary provisions; providing that the total budget for preconstruction services shall not exceed $1,552,778.92; authorizing the Mayor or his designee to execute the First Amendment; and providing an effective date. (ECID Project No. 21058-111; Oracle No. 18011)

(Appointments)

(Miscellaneous)

7. A resolution approving funding for various social service agencies in the amount of $700,000 for the period of October 1, 2024 through September 30, 2025 on the recommendation of the Social Services Allocations Committee; approving the form grant agreement; authorizing the Mayor or his designee to execute the City's form grant agreement and all other documents necessary to effectuate these transactions; authorizing the City Attorney or her designee to make non-substantive changes to the City's form grant agreement; and providing an effective date.

8. A resolution authorizing the Mayor or his designee to accept a Federally funded grant in the maximum reimbursement amount of $505,523.96 as a subaward through the Florida Division of Emergency Management (the Division) under the Hazard Mitigation Grant Program (HMGP); authorizing the Mayor or his designee to execute the Federally funded Subaward and Grant Agreement between the City of St. Petersburg, Florida (the City) and the Division for the City to receive the grant and to execute all other documents necessary to effectuate this transaction; approving a transfer in the amount of $165,000 from the unappropriated balance of the Fleet Management Operating Fund (5001) to the General Capital Improvement Fund (3001); approving a supplemental appropriation in the amount of $670,523.96 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above grant revenues and transfer, to the Fleet Facility EOC Generator Project (20416); and providing an effective date.

CONSENT AGENDA

COUNCIL MEETING CITY OF ST. PETERSBURG

Consent Agenda B
September 5, 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 an increase in allocation for water treatment chemicals, with American Chemical & Building Maintenance Supply, Inc. in the amount of $175,000.

2. Accepting a bid from reseller Converge Technology Solutions US, LLC, for the purchase of a 384TB PURE Storage Flash Array device, manufacturer installation services, and one year of manufacturer support services, (with the option to renew for two additional one-year periods), for the Technology Services Department in the amount of $329,271.

(City Development)

3. A resolution authorizing the Mayor or his designee to execute a Second Amendment to the Amended and Restated Lease Agreement between the City of St. Petersburg, Florida and the St. Petersburg Historical Society, Inc., a not-for profit corporation (Tenant for Tenants lease and operation of City-owned property located at 335 Second Avenue Northeast, known as the St. Petersburg Museum of History (Premises) to modify the Tenants obligations related to the Citys insurance for the Premises and to clarify that the City is not required to Insure the Premises; authorizing the City Attorneys office to made non-substantive changes to the Second Amendment; and providing an effective date.

4. A resolution approving a supplemental appropriation in the amount of $780 from the unappropriated balance of the Art in Public Places Fund (1901) to the City Development Administration Department, Arts, Culture, and Tourism Division (100-1777); and providing an effective date.

5. A resolution approving the Fifteenth Amendment to the Agreement between the City of St. Petersburg, Florida and Green Savoree St. Petersburg, LLC establishing the dates for the 2025 race.

6. A resolution authorizing the Mayor, or his designee, to execute a License Agreement with St. Anthonys Hospital, Inc., a Florida not-for-profit corporation, for the use of City-owned land located at approximately 1100 Fifth Avenue North, St. Petersburg, for continued utilization as an employee and visitor parking lot, for an initial term of five (5) years at an initial monthly fee of $1,245.59

7. A resolution authorizing the Mayor, or his designee, to execute a License Agreement with the Pinellas Opportunity Council, Inc., a Florida not-for-profit corporation, for the use of +132 sq. ft. of office space and common areas within the City-owned Dwight H. Jones

Neighborhood Center located at 1035 Burlington Avenue North, St. Petersburg, for a period of thirty-six (36) months for an aggregate fee of $36.00.

8. A resolution approving a three-year agreement with two three-year renewal options between the Pinellas Suncoast Transit Authority (PSTA), City of St. Petersburg, Florida (City) and St. Petersburg Downtown Partnership, Inc. (Partnership) related to funding the downtown circulator service route; authorizing the Mayor or his designee to execute the agreement; authorizing the City Attorney's Office to make non-substantive changes to the agreement; and providing an effective date.

(Community Enrichment)

9. A resolution authorizing the Mayor or his designee to accept a Childcare Food Program Grant in the amount of $275,000 from the Florida Department Of Health, Bureau of Childcare Food Programs for After-School Programs at City recreation centers and to execute all other documents necessary to effectuate this transaction; and providing an effective date.

(Public Works)

10. A Resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 21-05-BN/TB(A) to the architect/engineering agreement dated January 6, 2021 between the City of St. Petersburg, Florida and Burgess & Niple, Inc. ("A/E") for A/E to develop plans, prepare bid specifications and provide bidding assistance and award review related to the Dr. MLK Jr. Street North and 116th Avenue Signalization Improvements Project in an amount not to exceed $107,073; providing that the total Task Order amount, as amended, shall not exceed $176,183.12 (ECID Project No. 24172-130; Oracle No. 19673); and providing an effective date.

11. A Resolution of the City of St. Petersburg, Florida approving a Brownfield Site Rehabilitation Agreement (BSRA) between the City State of Florida Department of Environmental Protection pursuant to Section 376.80, Florida Statutes, to provide for contaminated soils remediation at the Commerce Park/Deuces Rising Project site; authorizing the City Attorney's Office to make non-substantive changes to the Agreement; authorizing the Mayor or his designee to execute the Agreement; and providing an effective date.

(Appointments)

(Miscellaneous)

12. A resolution approving funding in an amount not to exceed $125,000 for Westcare Gulfcoast-Florida, Inc. to provide professional substance abuse treatment and related services through its "A Turning Point" Program for the period commencing October 1, 2024 and ending September 30, 2025; authorizing the Mayor or his designee to execute the City's form grant agreement and all other documents necessary to effectuate this transaction; and providing an effective date.

13. A resolution approving funding in an amount not to exceed $100,000 for Westcare Gulfcoast-Florida, Inc. to provide professional substance abuse treatment and related services through its Mustard Seed Inn for the period commencing October 1, 2024 and ending September 30, 2025; authorizing the Mayor or his designee to execute the City's form grant agreement and all other documents necessary to effectuate this transaction; and providing an effective date.

14. A resolution approving funding in an amount not to exceed $100,000 for the Neighborly Care Network to operate the Meals on Wheels Program for the period commencing October 1, 2024 and ending September 30, 2025; authorizing the Mayor or his designee to execute the City's form grant agreement and all other documents necessary to effectuate this transaction; and providing an effective date.

15. A resolution approving funding in an amount not to exceed $148,633 for the Society of St. Vincent de Paul, South Pinellas, Inc. to operate the St. Vincent de Paul Care Center for the period commencing October 1, 2024 and ending September 30, 2025; authorizing the Mayor or his designee to execute the City's form grant agreement and all other documents necessary to effectuate this transaction; and providing an effective date.

16. A resolution approving the 2024 South Pasadena Fire Control District Fire Protection Services Agreement ("2024 Agreement"); authorizing the Mayor or his designee to execute the 2024 Agreement; and providing an effective date.

17. Youth & Family Services Committee Meeting Minutes (October 19, 2023)

18. Legislative Affairs & Intergovernmental Relations Committee Meeting Minutes (April 18, 2024)

19. Economic & Workforce Development Committee Meeting Minutes (July 25, 2024)

20. Committee of the Whole Meeting Minutes (July 16, 2024)

21. Committee of the Whole Meeting Minutes (July 25, 2024)

22. Committee of the Whole Meeting Minutes (August 1, 2024)

23. Budget, Finance & Taxation Committee Meeting Minutes (August 8, 2024)

24. A resolution authorizing the Mayor or his designee to accept additional grant funds in the maximum reimbursement amount of $141,737.21 from the Florida Department of Law Enforcement ("FDLE") for the FY23-24 State Assistance for Fentanyl Eradication in Florida Program and to execute all documents necessary to effectuate receipt of these additional grant funds; approving a supplemental appropriation in the amount of $141,737.21 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional grant revenues, to the Police Department, Fiscal Support Division (140-1389), FDLE Safe FY24 project (20182); and providing an effective date.

25. A resolution appointing Max McCann and Councilmember Deborah Figgs-Sanders to the Governing Board of the Pinellas Suncoast Transit Authority; and providing an effective date.

MEETING AGENDA

CITY OF ST. PETERSBURG

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

Housing, Land Use & Transportation Committee
Thursday, September 12, 2024, 10:50 a.m., Conference Room 100

Public Services & Infrastructure Committee
Thursday, September 12, 2024, 9:25 a.m., Conference Room 100

Budget, Finance & Taxation Committee
Thursday, September 12, 2024, 10:50 a.m., Conference Room 100 (CANCELED)

City Council Meeting
Thursday, September 12, 2024, 1:30 p.m., City Council Chamber

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.

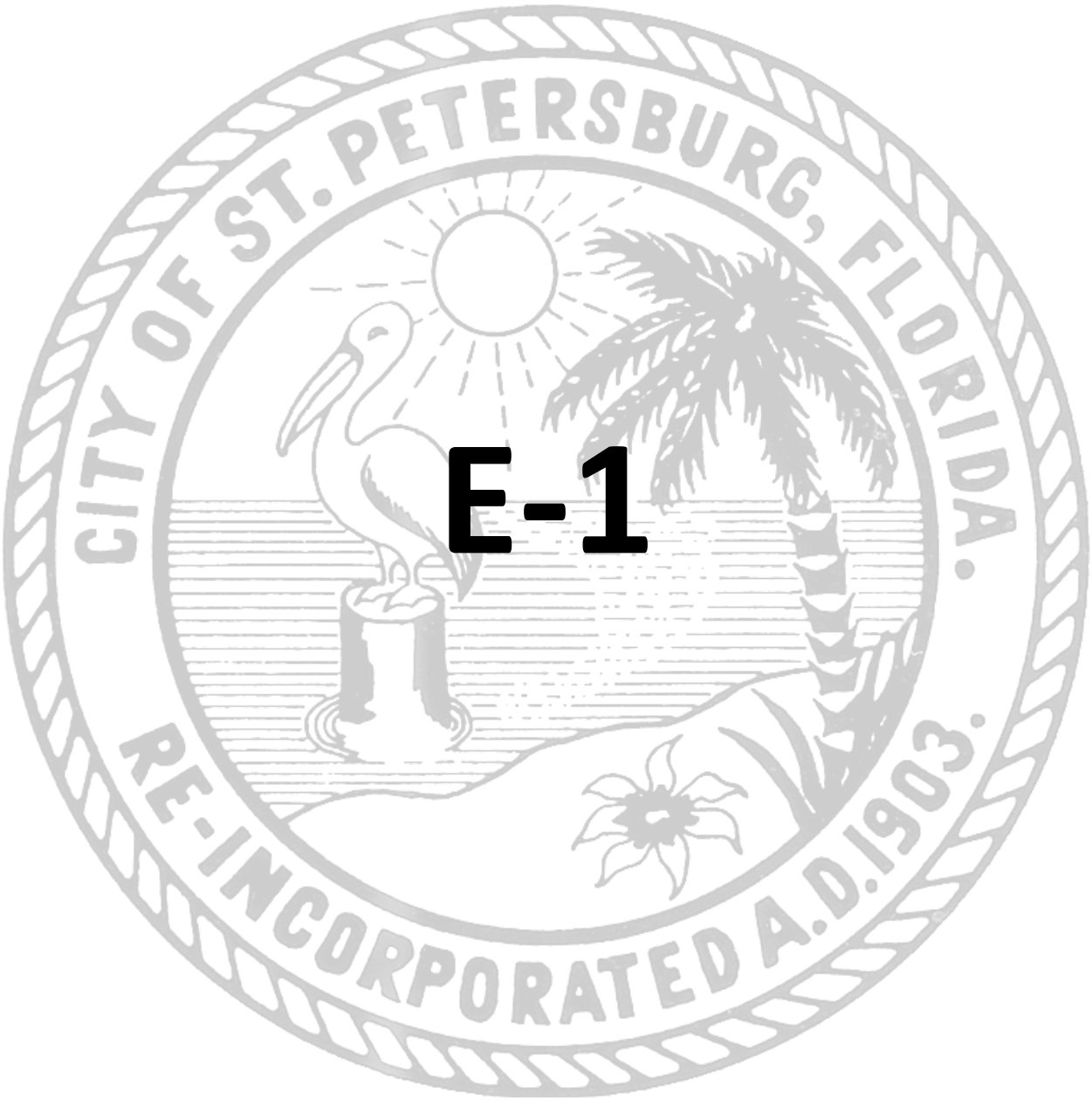
6. Cross Examination. Each party shall be allowed a total of five (5) minutes for cross examination, which includes the time consumed by both questions and answers. Each party who opposes the application may only cross examine any witness who previously testified in support of the application. Each party 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.

The following page(s) contain the backup material for Agenda Item: Ordinance 597-H, an Ordinance repealing Division 8 of Article V, Sections 2-268 through 2-270 of the City Code, relating to major construction project requirements for employing disadvantaged workers; and providing an effective date.
Please scroll down to view the backup material.



E-1

ORDINANCE NO. ____

AN ORDINANCE REPEALING DIVISION 8 OF ARTICLE V, SECTIONS 2-268 THROUGH 2-270 OF THE CITY CODE, RELATING TO MAJOR CONSTRUCTION PROJECT REQUIREMENTS FOR EMPLOYING DISADVANTAGED WORKERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 15, 2019, City Council enacted Article V, Division 8, Sections 2-268 through 2-270 of the City Code requiring contractors of major construction projects to employ disadvantaged workers; and

WHEREAS, on May 29, 2024, Governor DeSantis signed House Bill 705, which amends Section 255.0992, Florida Statutes, to prohibit any political subdivision that contracts for a public works project from requiring that a contractor, subcontractor, or material supplier or carrier engaged in a public works project to recruit, train, or hire employees from a designated, restricted, or single source; and

WHEREAS, House Bill 705 became effective on July 1, 2024; and

WHEREAS, House Bill 705 requires the repeal of Division 8 of Article V, Sections 2-268 through 2-270 of the St. Petersburg City Code; and

WHEREAS, this repeal ordinance does not affect any contracts entered into prior to July 1, 2024 that incorporate the disadvantaged worker requirements set forth in Division 8 of Article V, Sections 2-268 through 2-270 of the St. Petersburg City Code.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. Division 8 of Article V, Sections 2-268 through 2-270 of the St. Petersburg City Code are hereby repealed in their entirety and those sections are reserved for future use.

SECTION 2. Compliance with § 166.041(4), Florida Statutes. This is an ordinance related to procurement and this ordinance is required for compliance with federal or state law or regulation. Therefore, a business impact estimate was not required and was not prepared for this ordinance.

SECTION 3. In the event that this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall take effect immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council

overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

Approved as to form and content:

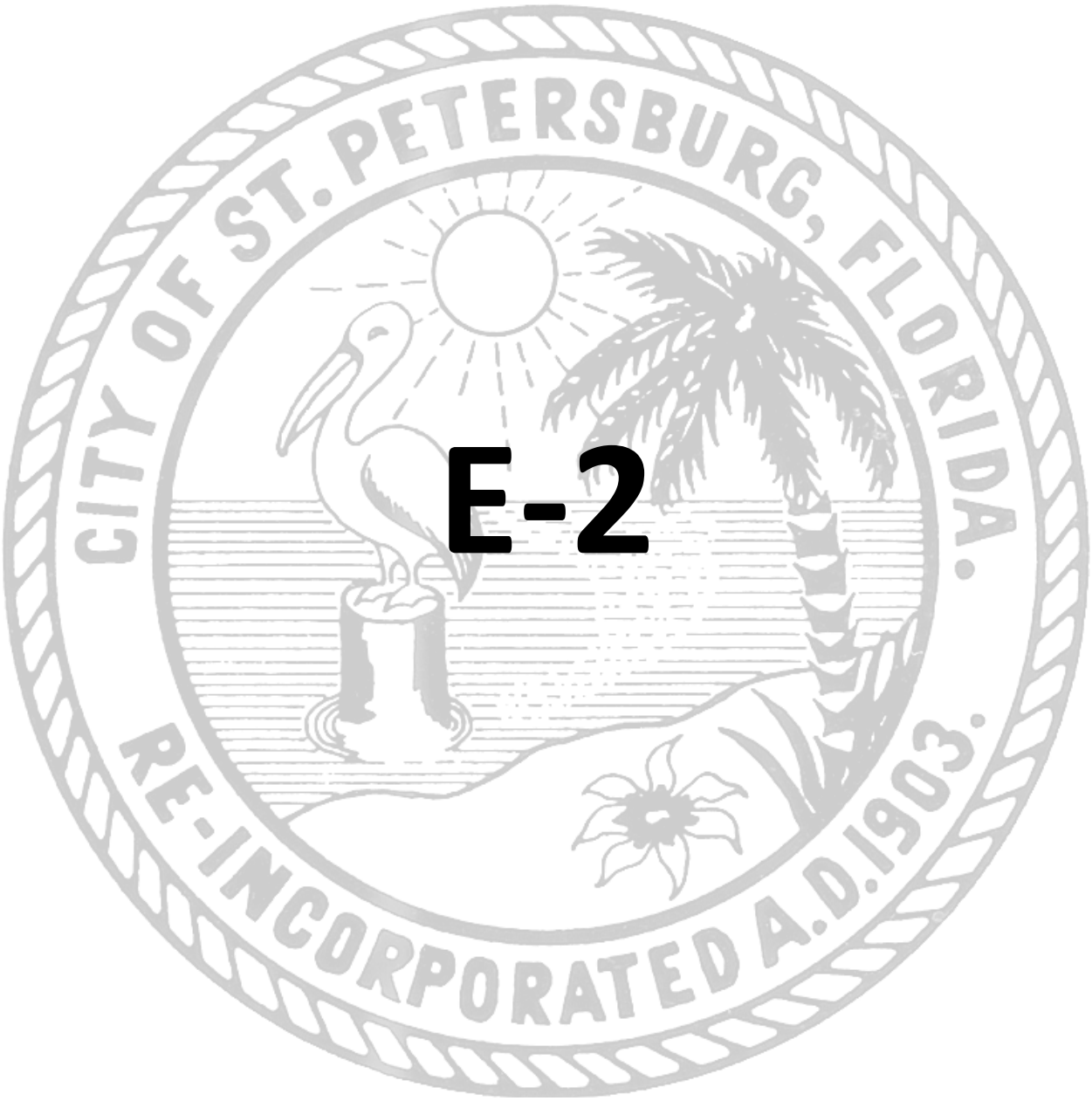
/s/Jeannine S. Williams

_____

City Attorney (designee)

00752906

The following page(s) contain the backup material for Agenda Item: Ordinance 598-H, an Ordinance repealing Division 7 of Article V, Sections 2-261 through 2-264 of the City Code, relating to major construction project requirements for employing apprentices; and providing an effective date.
Please scroll down to view the backup material.



E-2

ORDINANCE NO. ____

AN ORDINANCE REPEALING DIVISION 7 OF ARTICLE V, SECTIONS 2-261 THROUGH 2-264 OF THE CITY CODE, RELATING TO MAJOR CONSTRUCTION PROJECT REQUIREMENTS FOR EMPLOYING APPRENTICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 15, 2019, City Council enacted Article V, Division 7, Sections 2-261 through 2-264 of the City Code requiring contractors of major construction projects to employ apprentices; and

WHEREAS, on May 29, 2024, Governor DeSantis signed House Bill 705, which amends Section 255.0992, Florida Statutes, to prohibit any political subdivision that contracts for a public works project from requiring that a contractor, subcontractor, or material supplier or carrier engaged in a public works project to recruit, train, or hire employees from a designated, restricted, or single source; and

WHEREAS, House Bill 705 became effective on July 1, 2024; and

WHEREAS, House Bill 705 requires the repeal of Division 7 of Article V, Sections 2-261 through 2-264 of the St. Petersburg City Code; and

WHEREAS, this repeal ordinance does not affect any contracts entered into prior to July 1, 2024 that incorporate the apprentice requirements set forth in Division 7 of Article V, Sections 2-261 through 2-264 of the St. Petersburg City Code.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. Division 7 of Article V, Sections 2-261 through 2-264 of the St. Petersburg City Code are hereby repealed in their entirety and those sections are reserved for future use.

SECTION 2. Compliance with § 166.041(4), Florida Statutes. This is an ordinance related to procurement and is required for compliance with federal or state law or regulation. Therefore, a business impact estimate was not required and was not prepared for this ordinance.

SECTION 3. In the event that this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall take effect immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

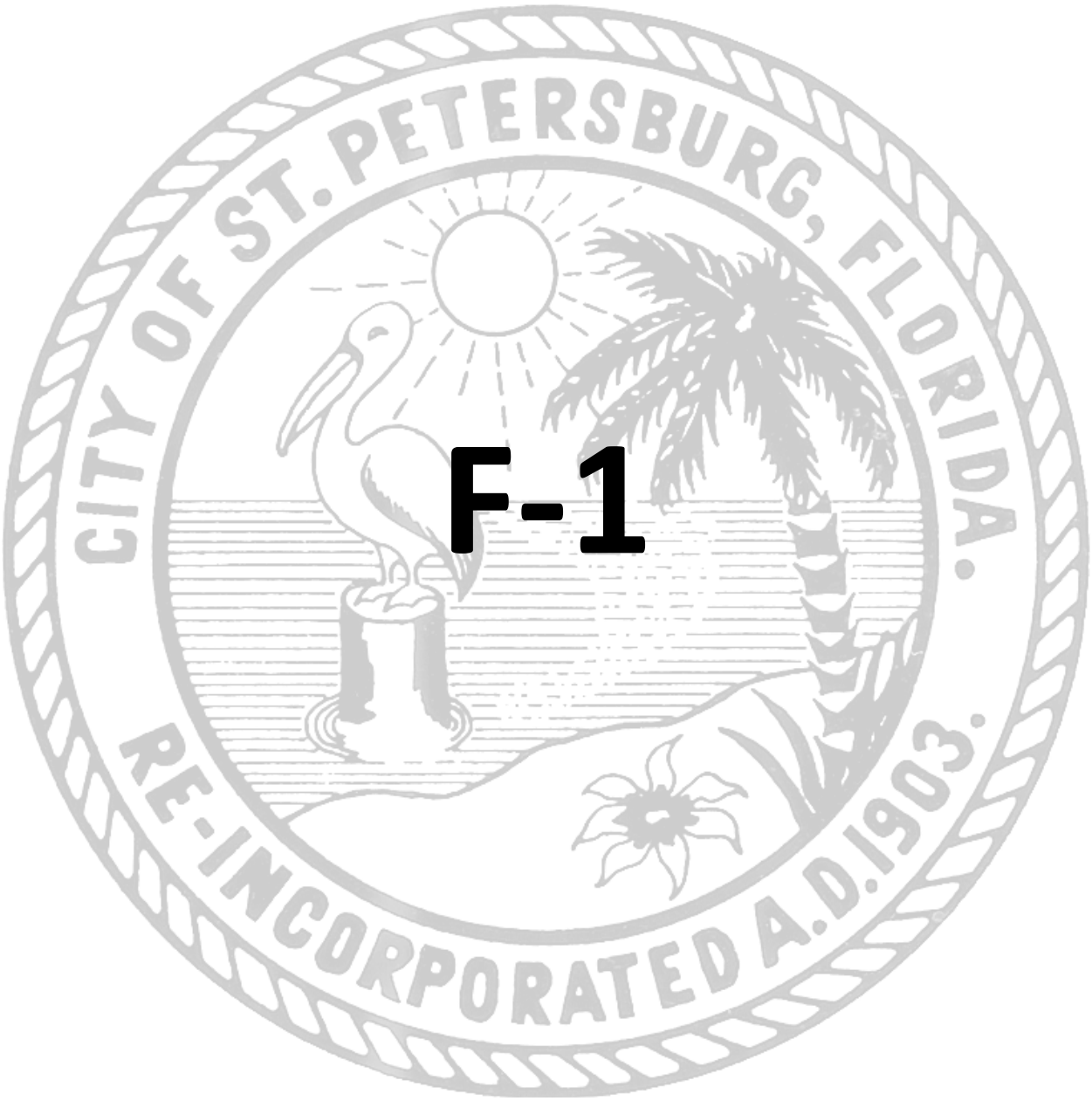
Approved as to form and content:

/s/Jeannine S. Williams

_____

City Attorney (designee)
00752585

The following page(s) contain the backup material for Agenda Item: A resolution authorizing the Mayor, or his designee, to sell real property located at approximately 298 Dr. Martin Luther King Jr. Street South, St. Petersburg, to TLP RE MF III-IV Saint Petersburg I Owner, LLC, a Delaware limited liability company, for the contract price of $10,000,000.00; authorizing the Mayor, or his designee, to execute all documents necessary to effectuate this transaction including but not limited to, the agreement for sale and purchase, restrictive covenant, easement agreement, and termination and release agreement to effectuate the termination of the lease agreement between the City and Peninsula Motor Club, Inc. dated May 21, 1987; approving a transfer in the amount of $5,980,000 from the unappropriated balance of the General Fund (0001) to the Economic Stability Fund (0008) to repay the short-term loan for the Deuces T/H & Comm Development Project; approving a transfer in the amount of $4,020,000 from the unappropriated balance of the General Fund (0001) to the Housing Capital Improvement Fund (3000) for future housing capital projects; and providing an effective date.
Please scroll down to view the backup material.



F-1

REVISED

ST. PETERSBURG CITY COUNCIL

Meeting of September 5, 2024

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

SUBJECT: A resolution authorizing the Mayor, or his designee, to sell real property located at approximately 298 Dr. Martin Luther King Jr. Street South, St. Petersburg, to TLP RE MF III-IV Saint Petersburg I Owner, LLC, a Delaware limited liability company, for the contract price of $10,000,000.00; authorizing the Mayor, or his designee, to execute all documents necessary to effectuate this transaction including but not limited to, the agreement for sale and purchase, restrictive covenant, easement agreement, and termination and release agreement to effectuate the termination of the lease agreement between the City and Peninsula Motor Club, Inc. dated May 21, 1987; approving a transfer in the amount of $5,980,000 from the unappropriated balance of the General Fund (0001) to the Economic Stability Fund (0008) to repay the short-term loan for the Deuces T/H & Comm Development Project; approving a transfer in the amount of $4,020,000 from the unappropriated balance of the General Fund (0001) to the Housing Capital Improvement Fund (3000) for future housing capital projects; and providing an effective date.

BACKGROUND: In April 1981, the City of St. Petersburg ("City") acquired property located at approximately 298 Dr. Martin Luther King Jr. Street South, St. Petersburg ("Property").

On March 18, 1982, City Council approved Ordinance No. 557-F, authorizing a community redevelopment plan of the City of St. Petersburg Community Redevelopment Agency, with said plan also being known as the Intown Redevelopment Plan ("IRP"), to redevelop property within the Intown Redevelopment Plan Area ("Plan Area"), of which the Property is a part of.

On September 20, 1984, City Council approved Vacation Ordinance No. 480-V, vacating a portion of the 2nd Avenue South right-of-way between 8th Street South and 9th Street South ("Vacation"), of which Vacation immediately abuts the Property to the north. As a condition of the Vacation, portions of the vacated right-of-way segments, the Property, and the City-owned property located on the north side of the Vacation were re-platted, defined as Lots 1 thru 3, Block 1, WEBB CITY REPLAT.

Pursuant to the Intown Redevelopment Plan, on June 14, 1985, City Council approved Resolution No. 85-409, authorizing the City to enter into a development agreement with Morris Developments, Inc, a Texas corporation, ("Morris"), dated January 31, 1986 ("Morris Agreement"), as subsequently amended, for the conveyance and redevelopment of City-owned property within the Plan Area, which included the Property.

In 1986, the City and Peninsula Motor Club, Inc., a Florida corporation ("Peninsula"), had a mutual desire to ensure that Peninsula secured a location within the downtown St. Petersburg area to serve as Peninsula's Pinellas County base of operations. Subsequently, Peninsula identified the property located at 800 - 2nd Avenue South, St. Petersburg, to serve as their new location, subject to Peninsula securing parking spaces within the Plan Area.

On March 12, 1987, City Council approved Resolution No. 87-222, authorizing a second amendment to the Morris Agreement to allow Morris to enter into a lease agreement with Peninsula, dated May 21, 1987 ("Parking Lease"), as subsequently assigned, to accommodate Peninsula's parking needs.

In March 1991, the Morris Agreement automatically terminated due to Morris's failure to meet the terms and conditions of the agreement. As a result of the termination, the City, as the fee simple owner of the Property, became the lessor of the Parking Lease, which includes the following terms and conditions:

- 99-year Lease term, commencing on October 1, 1987, and expiring on September 30, 2086.
- Tenant to pay rent in the current amount of $21,068.40 annually, payable in equal monthly installments of $1,755.70, plus applicable sales tax. The rent is subject to adjustment every five (5) years in accordance with the percentage change of the Consumer Price Index.
- Tenant is responsible for all maintenance and repairs associated with the premises.
- The City is responsible for paying annual property taxes, with the most recent tax bill for 2023 paid in the amount of $56,426.69.

In November 2021, the City obtained two (2) appraisals to determine the market value of the Property, resulting in Dick Tobias, MAI, Tobias Realty Advisors, determining the market value of the Property to be $245,000 for the leased fee interest. Lynwood Gilbert, Jr., MAI, Urban Realty Solutions, determined the market value of the Property to be $250,000 for the leased fee interest (collectively "2021 Appraisals"). The 2021 Appraisals did not contemplate the value of the Property based on the City's retention of air rights pursuant to the Parking Lease.

In November 2022, TLP RE MF III-IV Saint Petersburg I Owner, LLC, a Delaware limited liability company ("TLP") acquired the property at 800 – 2nd Avenue South ("TLP Property") from United Insurance Holdings Corp, which was the prior tenant under the Parking Lease. Upon the conveyance of the TLP Property, the Parking Lease was assigned to TLP, with TLP assuming all responsibilities as the tenant.

In March 2023, the City received an unsolicited offer from Third Lake Partners, an affiliated entity of TLP, to acquire the Property. In response to the unsolicited offer from TLP and in accordance with the Community Redevelopment Area ("CRA") guidelines for the disposition of City property within a CRA, the City advertised a 30-day notice of its intent to sell the Property and invite alternative proposals due to the Property being located within the Plan Area. Upon the expiration of the 30-day notice on May 31, 2023, the City received one (1) alternative proposal from Alexander Goshen.

In May 2023, the City obtained two (2) appraisals to determine the market value of the Property, resulting in Wesley Sanders, MAI, Entreken and Associates, determining the market value of the Property to be $17,940,000 for the unencumbered fee simple interest, and $16,385,000 for the leased fee interest. Dick Tobias, MAI, Tobias Realty Advisors, determined the market value of the Property to be $17,965,000 for the unencumbered fee simple interest and $15,000,000 for the leased fee interest (collectively, "2023 Appraisals"). The 2023 appraisals contemplated a value of the Property based on the City's retention of air rights, pursuant to the Parking Lease.

Subsequently, the City and TLP negotiated the terms and conditions of an Agreement for Sale and Purchase ("Purchase Agreement") for the Property, more particularly described as follows:

Description:	Lot 3, Block 1, WEBB CITY REPLAT, according to the map or plat thereof, recorded at Plat Book 90, Page 74, in the Public Records of Pinellas County, Florida. Together with the southerly one-half of the vacated 2nd Avenue South right-of-way, vacated pursuant to Ordinance No. 480-V, recorded on O.R. Book 5858, Page 2064, of the public records of Pinellas County, Florida.
Pinellas County I.D. No.:	A portion of 19/31/17/95365/001/0010
Property Size:	±1.50 Acres
Zoning:	DC-1 Downtown Center

The Purchase Agreement includes the following terms and conditions:

- Sale Price: $10,000,000.00
- Escrow Deposit: TLP shall deposit $100,000 as an escrow deposit within five (5) days from the effective date of the Purchase Agreement.
- Due Diligence: TLP shall have up to ninety (90) days from the effective date of the Purchase Agreement to perform surveys, inspections and studies on the Property.
- Closing Date: The closing and conveyance of the Property shall occur within thirty (30) days from the expiration of the due diligence period.
- Costs to TLP: TLP shall be responsible for paying the documentary stamp taxes on the deed, title commitment, title insurance, survey, closing fees and recording of the deed.
- Costs to City: The City shall be responsible for recording fees and other charges, if any, for recording corrective instruments.

Due to the vacated 2nd Avenue South right-of-way anticipated to be a main thoroughfare into the Historic Gas Plant Development, as a condition of the sale and conveyance of the Property, TLP shall grant an easement to the City for public ingress and egress on, over and across the south half of the vacated portion of 2nd Avenue South (a) abutting the north side of the Property and (b) abutting the north side of the adjacent TLP Property, ("Easement Agreement") (collectively "Second Avenue Parcel"). The Easement Agreement shall allow the City to make improvements to the right-of-way until such time as the Second Avenue Parcel is dedicated as a public right-of-way.

At the time of or prior to the sale and conveyance of the Property, the City shall record a restrictive covenant ("Restrictive Covenant") on the Property requiring the following: (a) TLP to construct a mixed-use development on the Property, which may include but shall not be limited to residential, office, retail, and hotel uses ("Project"); (b) TLP shall commence construction on the Property within five (5) years after the Restrictive Covenant is recorded; (c) TLP shall pay liquidated damages in the amount of Four Thousand One Hundred Sixty-six dollars and Sixty-seven cents ($4,166.67) for each

month of delay in the commencement of construction of the Project; and (d) upon the commencement of construction of the Project, TLP shall dedicate a public right-of-way on, over, and across the entire Second Avenue Parcel, unless the Mayor and TLP otherwise agree in writing before commencement of construction of the Project to substitute an easement in lieu of the granting of a portion of the public right-of-way.

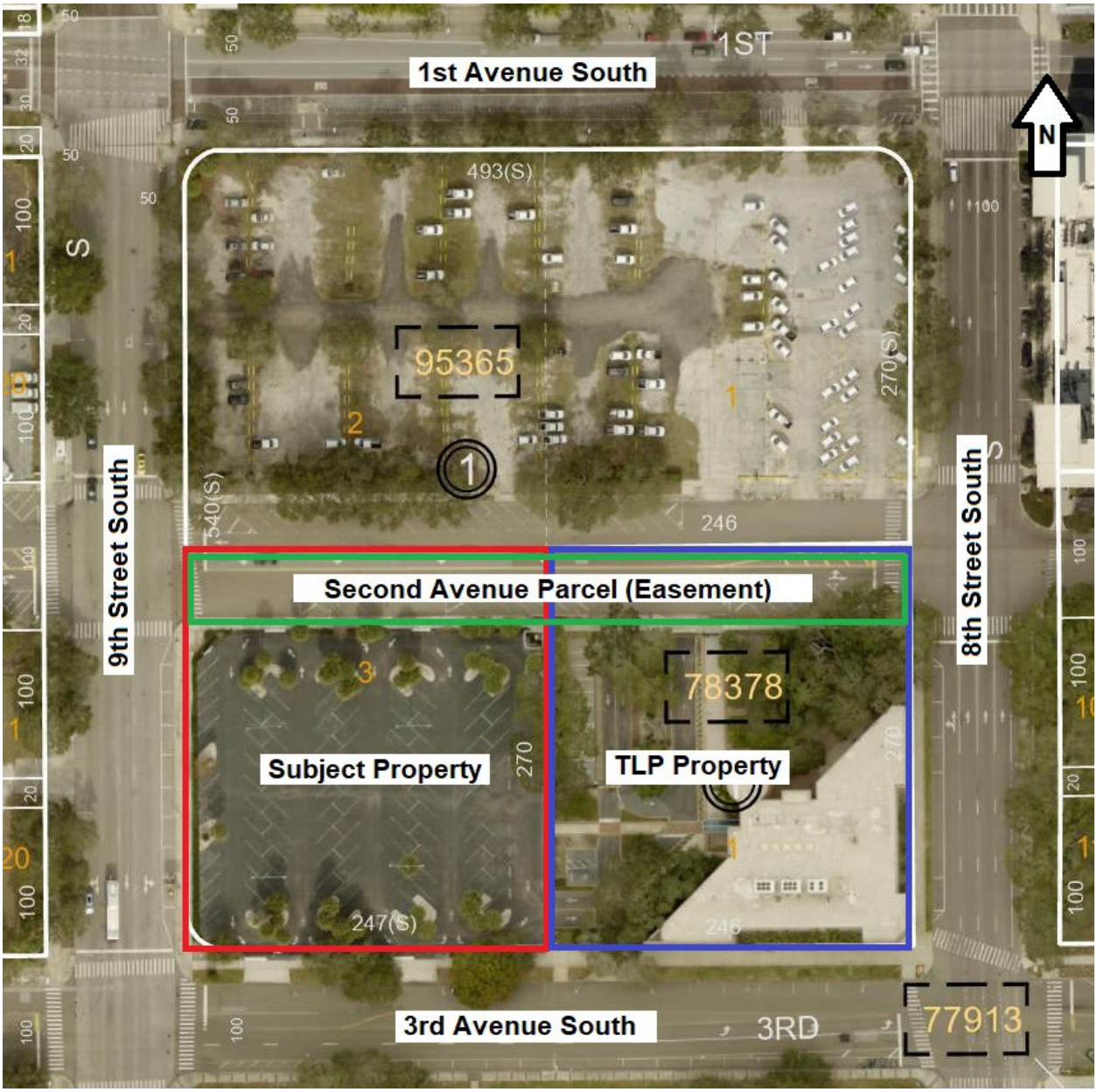
The sale and conveyance of the Property to TLP at the proposed purchase price was determined to be fair value by the City, due to several factors which include the following: (a) the obligation of the City or City's successors in ownership to provide ninety (90) ground level parking spaces on the Property to TLP or TLP's successors in ownership of the TLP Property, until the expiration of the Parking Lease in September 30, 2086; (b) the terms and conditions of the Parking Lease impact the options for vertical development of the Property by requiring the parking spaces to be provided at ground level; (c) the property tax liability incurred by the City or any successor in fee simple ownership of the Property exceeds the rental income; (d) TLP is granting an Easement Agreement in favor of the City for ingress and egress over and across the Second Avenue Parcel, of which approximately half of the Second Avenue Parcel is currently owned in fee simple by TLP; and (e) TLP is required to dedicate the Second Avenue Parcel as a public right-of-way upon the commencement of construction of their Project, to ensure the 2nd Avenue South can be utilized as a main thoroughfare into the Historic Gas Plant development.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to sell real property located at approximately 298 Dr. Martin Luther King Jr. Street South, St. Petersburg, to TLP RE MF III-IV Saint Petersburg I Owner, LLC, a Delaware limited liability company, for the contract price of $10,000,000.00; authorizing the Mayor, or his designee, to execute all documents necessary to effectuate this transaction including but not limited to, the agreement for sale and purchase, restrictive covenant, easement agreement, and termination and release agreement to effectuate the termination of the lease agreement between the City and Peninsula Motor Club, Inc. dated May 21, 1987; approving a transfer in the amount of $5,980,000 from the unappropriated balance of the General Fund (0001) to the Economic Stability Fund (0008) to repay the short-term loan for the Deuces T/H & Comm Development Project; approving a transfer in the amount of $4,020,000 from the unappropriated balance of the General Fund (0001) to the Housing Capital Improvement Fund (3000) for future housing capital projects; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Revenues in the amount of $10,000,000 are to be received from TLP RE MF III-IV Saint Petersburg I Owner, LLC and deposited into the General Fund (0001). These revenues will be used to repay the short-term loan from the Economic Stability Fund (0008) to the General Fund (0001) for the Deuces T/H & Comm Development Project and fund future housing capital improvement projects. Funding will be available for these uses after the approval of transfers in the amount of $5,980,000 from the unappropriated balance of the General Fund (0001) to the Economic Stability Fund (0008) to repay the short-term loan for the Deuces T/H & Comm Development Project and in the amount of $4,020,000 from the unappropriated balance of the General Fund (0001) to the Housing Capital Improvement Fund (3000) for affordable housing capital projects.

ATTACHMENTS: Illustration and Resolution

ILLUSTRATION



RESOLUTION NO. 2024-___

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO SELL REAL PROPERTY LOCATED AT APPROXIMATELY 298 DR. MARTIN LUTHER KING JR. STREET SOUTH, ST. PETERSBURG, FLORIDA TO TLP RE MF III-IV SAINT PETERSBURG I OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR A PURCHASE PRICE OF $10,000,000.00; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION INCLUDING, BUT NOT LIMITED TO, THE AGREEMENT FOR SALE AND PURCHASE, RESTRICTIVE COVENANT, EASEMENT AGREEMENT, AND TERMINATION AND RELEASE AGREEMENT TO EFFECTUATE THE TERMINATION OF THE LEASE AGREEMENT BETWEEN THE CITY AND PENINSULA MOTOR CLUB, INC. DATED MAY 21, 1987 (AS ASSIGNED) ("PARKING LEASE"); APPROVING A TRANSFER IN THE AMOUNT OF $5,980,000 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001) TO THE ECONOMIC STABILITY FUND (0008) TO REPAY THE INTERFUND LOAN PURSUANT TO RESOLUTION 2024-28 FOR THE DEUCES T/H & COMM DEVELOPMENT PROJECT; APPROVING A TRANSFER IN THE AMOUNT OF $4,020,000 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001) TO THE HOUSING CAPITAL IMPROVEMENT FUND (3000) FOR FUTURE AFFORDABLE HOUSING CAPITAL PROJECTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in March, 2023, the City of St. Petersburg, Florida ("City") received an unsolicited offer from Third Lake Partners, an affiliated entity of TLP RE MF III-VI Saint

Petersburg I Owner, LLC ("TLP"), to acquire the City-owned property located at approximately 298 Dr. Martin Luther King Jr. Street South, St. Petersburg, Florida ("Property"); and

WHEREAS, in response to the unsolicited offer, the City advertised a 30-day notice to the public of the City's intent to dispose of the Property in accordance with the requirements of section 163.380, Florida Statutes; and

WHEREAS, the City received one alternative proposal in response to the 30-day notice; and

WHEREAS, the Mayor, after considering the unsolicited offer and the alternative proposal received in response to the 30-day notice, selected the offer from TLP and proceeded to negotiate with TLP; and

WHEREAS, the City and TLP have negotiated an Agreement for Sale and Purchase and Restrictive Covenant which requires, among other things, (i) that TLP grant to the City an easement (via Easement Agreement) and subsequent public right-of-way over certain real property defined as the Second Avenue Parcel and (ii) that the parties execute a termination and release agreement to effectuate the termination of the existing Parking Lease at closing; and

WHEREAS, sale and conveyance of the Property to TLP at the proposed purchase price was determined to be fair value by the City Administration; and

WHEREAS, the proceeds received from this transaction will be used to repay the Interfund Loan pursuant to Resolution 2024-28 in the amount of $5.980,000 from the Economic Stability Fund (0008) to the General Fund (0001) for the Deuces T/H & Comm Development Project (18286) and the balance of $4,020,000 will be transferred to the Housing Capital Improvement Fund (3000) for affordable housing capital projects; and

WHEREAS, subject to receipt and deposit of proceeds from this transaction, the Interfund Loan pursuant to Resolution 2024-28 will be repaid to full; and

WHEREAS, City Administration recommends approval of this Resolution.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to sell real property located at approximately 298 Dr. Martin Luther King Jr. Street South, St. Petersburg, Florida to TLP RE MF III-VI Saint Petersburg I Owner, LLC, a Delaware Limited Liability Company, for a purchase price of $10,000,000.00.

BE IT FURTHER RESOLVED that the Mayor or his designee is hereby authorized to execute all documents necessary to effectuate this transaction including, but not limited to, the Agreement for Sale and Purchase, Restrictive Covenant, Easement Agreement, and Termination

and Release Agreement to effectuate the termination of the lease agreement between the City and Peninsula Motor Club, Inc. dated May 21, 1987 (as assigned).

BE IT FURTHER RESOLVED that there is hereby approved the following transfer from the unappropriated balance of the General Fund (0001) to the Economic Stability Fund (0008) for FY24 to repay the Interfund Loan pursuant to Resolution 2024-28 for the Deuces T/H & Comm Development Project:

General Fund (0001)	
Transfer to: Economic Stability Fund (0008)	$5,980,000

BE IT FURTHER RESOLVED that there is hereby approved the following transfer from the unappropriated balance of the General Fund (0001) to the Housing Capital Improvement Fund (3000) for FY24 for affordable housing capital projects:

General Fund (0001)	
Transfer to: Housing Capital Improvements Fund (3000)	$4,020,000

This Resolution shall become effective immediately upon its adoption.

Legal:

City Attorney (Designee) 00764120

City Development Administration:

James A. Corbett, Administrator

Budget & Management:

Elizabeth Makofske, Director

Real Estate & Property Management:

Aaron Fisch, Director

ST. PETERSBURG CITY COUNCIL

Meeting of September 5, 2024

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

SUBJECT: A resolution authorizing the Mayor, or his designee, to sell real property located at approximately 298 Dr. Martin Luther King Jr. Street South, St. Petersburg, to TLP RE MF III-IV Saint Petersburg I Owner, LLC, a Delaware limited liability company, for the contract price of $10,000,000.00; and to execute all documents necessary to effectuate this transaction; and providing an effective date.

BACKGROUND: In April 1981, the City of St. Petersburg ("City") acquired property located at approximately 298 Dr. Martin Luther King Jr. Street South, St. Petersburg ("Property").

On March 18, 1982, City Council approved Ordinance No. 557-F, authorizing a community redevelopment plan of the City of St. Petersburg Community Redevelopment Agency, with said plan also being known as the Intown Redevelopment Plan ("IRP"), to redevelop property within the Intown Redevelopment Plan Area ("Plan Area"), of which the Property is a part of.

On September 20, 1984, City Council approved Vacation Ordinance No. 480-V, vacating a portion of the 2nd Avenue South right-of-way between 8th Street South and 9th Street South ("Vacation"), of which Vacation immediately abuts the Property to the north. As a condition of the Vacation, portions of the vacated right-of-way segments, the Property, and the City-owned property located on the north side of the Vacation were re-platted, defined as Lots 1 thru 3, Block 1, WEBB CITY REPLAT.

Pursuant to the Intown Redevelopment Plan, on June 14, 1985, City Council approved Resolution No. 85-409, authorizing the City to enter into a development agreement with Morris Developments, Inc, a Texas corporation, ("Morris"), dated January 31, 1986 ("Morris Agreement"), as subsequently amended, for the conveyance and redevelopment of City-owned property within the Plan Area, which included the Property.

In 1986, the City and Peninsula Motor Club, Inc., a Florida corporation ("Peninsula"), had a mutual desire to ensure that Peninsula secured a location within the downtown St. Petersburg area to serve as Peninsula's Pinellas County base of operations. Subsequently, Peninsula identified the property located at 800 - 2nd Avenue South, St. Petersburg, to serve as their new location, subject to Peninsula securing parking spaces within the Plan Area.

On March 12, 1987, City Council approved Resolution No. 87-222, authorizing a second amendment to the Morris Agreement to allow Morris to enter into a lease agreement with Peninsula, dated May 21, 1987 ("Parking Lease"), as subsequently assigned, to accommodate Peninsula's parking needs.

In March 1991, the Morris Agreement automatically terminated due to Morris's failure to meet the terms and conditions of the agreement. As a result of the termination, the City, as the fee simple owner of the Property, became the lessor of the Parking Lease, which includes the following terms and conditions:

- 99-year Lease term, commencing on October 1, 1987, and expiring on September 30, 2086.
- Tenant to pay rent in the current amount of $21,068.40 annually, payable in equal monthly installments of $1,755.70, plus applicable sales tax. The rent is subject to adjustment every five (5) years in accordance with the percentage change of the Consumer Price Index.
- Tenant is responsible for all maintenance and repairs associated with the premises.
- The City is responsible for paying annual property taxes, with the most recent tax bill for 2023 paid in the amount of $56,426.69.

In November 2021, the City obtained two (2) appraisals to determine the market value of the Property, resulting in Dick Tobias, MAI, Tobias Realty Advisors, determining the market value of the Property to be $245,000 for the leased fee interest. Lynwood Gilbert, Jr., MAI, Urban Realty Solutions, determined the market value of the Property to be $250,000 for the leased fee interest (collectively "2021 Appraisals"). The 2021 Appraisals did not contemplate the value of the Property based on the City's retention of air rights pursuant to the Parking Lease.

In November 2022, TLP RE MF III-IV Saint Petersburg I Owner, LLC, a Delaware limited liability company ("TLP") acquired the property at 800 – 2nd Avenue South ("TLP Property") from United Insurance Holdings Corp, which was the prior tenant under the Parking Lease. Upon the conveyance of the TLP Property, the Parking Lease was assigned to TLP, with TLP assuming all responsibilities as the tenant.

In March 2023, the City received an unsolicited offer from Third Lake Partners, an affiliated entity of TLP, to acquire the Property. In response to the unsolicited offer from TLP and in accordance with the Community Redevelopment Area ("CRA") guidelines for the disposition of City property within a CRA, the City advertised a 30-day notice of its intent to sell the Property and invite alternative proposals due to the Property being located within the Plan Area. Upon the expiration of the 30-day notice on May 31, 2023, the City received one (1) alternative proposal from Alexander Goshen.

In May 2023, the City obtained two (2) appraisals to determine the market value of the Property, resulting in Wesley Sanders, MAI, Entreken and Associates, determining the market value of the Property to be $17,940,000 for the unencumbered fee simple interest, and $16,385,000 for the leased fee interest. Dick Tobias, MAI, Tobias Realty Advisors, determined the market value of the Property to be $17,965,000 for the unencumbered fee simple interest and $15,000,000 for the leased fee interest (collectively, "2023 Appraisals"). The 2023 appraisals contemplated a value of the Property based on the City's retention of air rights, pursuant to the Parking Lease.

Subsequently, the City and TLP negotiated the terms and conditions of an Agreement for Sale and Purchase ("Purchase Agreement") for the Property, more particularly described as follows:

Description:	Lot 3, Block 1, WEBB CITY REPLAT, according to the map or plat thereof, recorded at Plat Book 90, Page 74, in the Public Records of Pinellas County, Florida.

	Together with the southerly one-half of the vacated 2nd Avenue South right-of-way, vacated pursuant to Ordinance No. 480-V, recorded on O.R. Book 5858, Page 2064, of the public records of Pinellas County, Florida.
Pinellas County I.D. No.:	A portion of 19/31/17/95365/001/0010
Property Size:	±1.50 Acres
Zoning:	DC-1 Downtown Center

The Purchase Agreement includes the following terms and conditions:

- Sale Price: $10,000,000.00
- Escrow Deposit: TLP shall deposit $100,000 as an escrow deposit within five (5) days from the effective date of the Purchase Agreement.
- Due Diligence: TLP shall have up to ninety (90) days from the effective date of the Purchase Agreement to perform surveys, inspections and studies on the Property.
- Closing Date: The closing and conveyance of the Property shall occur within thirty (30) days from the expiration of the due diligence period.
- Costs to TLP: TLP shall be responsible for paying the documentary stamp taxes on the deed, title commitment, title insurance, survey, closing fees and recording of the deed.
- Costs to City: The City shall be responsible for recording fees and other charges, if any, for recording corrective instruments.

Due to the vacated 2nd Avenue South right-of-way anticipated to be a main thoroughfare into the Historic Gas Plant Development, as a condition of the sale and conveyance of the Property, TLP shall grant an easement to the City for public ingress and egress on, over and across the south half of the vacated portion of 2nd Avenue South (a) abutting the north side of the Property and (b) abutting the north side of the adjacent TLP Property, ("Easement Agreement") (collectively "Second Avenue Parcel"). The Easement Agreement shall allow the City to make improvements to the right-of-way until such time as the Second Avenue Parcel is dedicated as a public right-of-way.

At the time of or prior to the sale and conveyance of the Property, the City shall record a restrictive covenant ("Restrictive Covenant") on the Property requiring the following: (a) TLP to construct a mixed-use development on the Property, which may include but shall not be limited to residential, office, retail, and hotel uses ("Project"); (b) TLP shall commence construction on the Property within five (5) years after the Restrictive Covenant is recorded; (c) TLP shall pay liquidated damages in the amount of Four Thousand One Hundred Sixty-six dollars and Sixty-seven cents ($4,166.67) for each month of delay in the commencement of construction of the Project; and (d) upon the commencement of construction of the Project, TLP shall dedicate a public right-of-way on, over, and across the entire Second Avenue Parcel, unless the Mayor and TLP otherwise agree in writing before commencement of construction of the Project to substitute an easement in lieu of the granting of a portion of the public right-of-way.

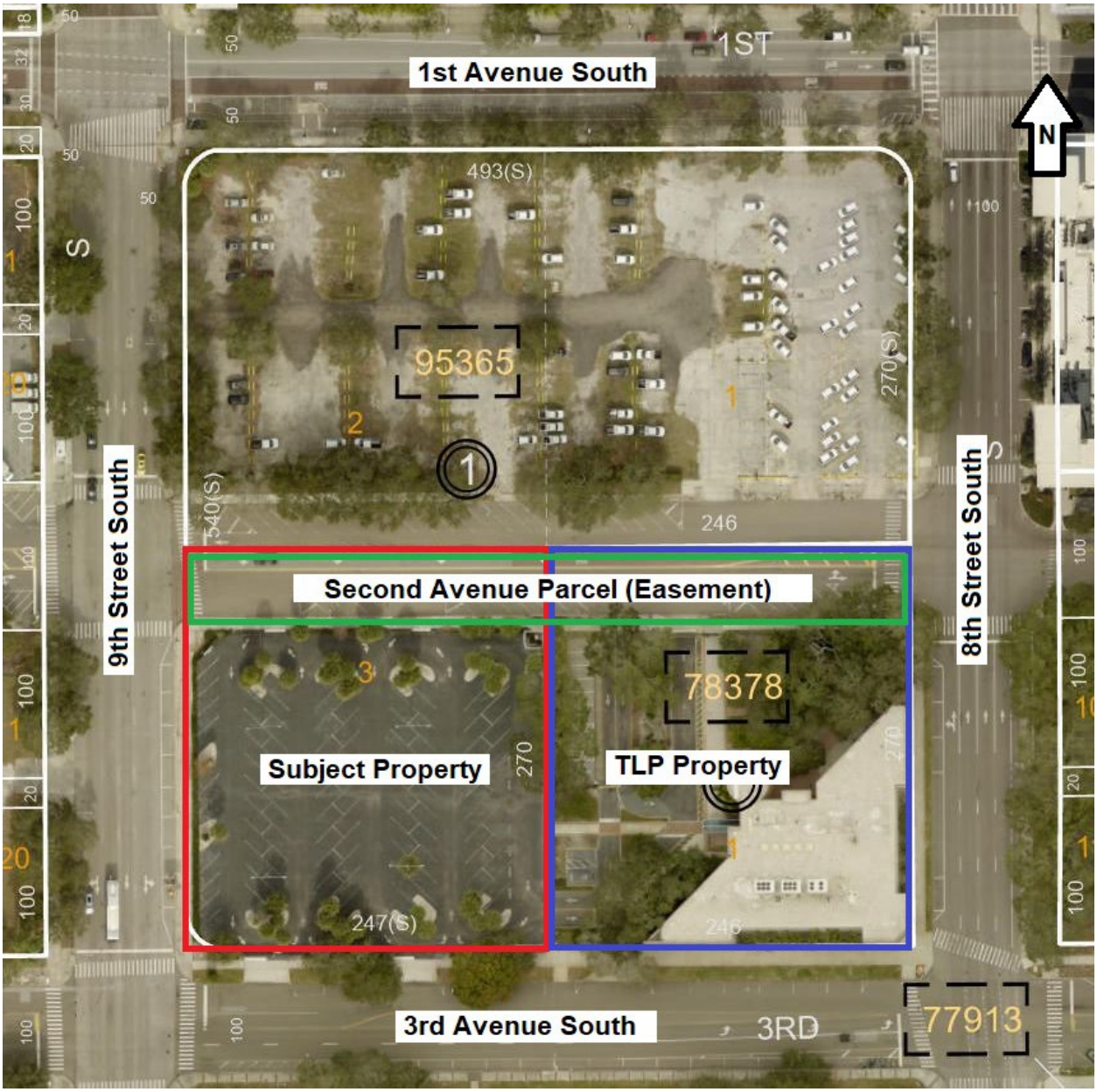
The sale and conveyance of the Property to TLP at the proposed purchase price was determined to be fair value by the City, due to several factors which include the following: (a) the obligation of the City or City's successors in ownership to provide ninety (90) ground level parking spaces on the Property to TLP or TLP's successors in ownership of the TLP Property, until the expiration of the Parking Lease in September 30, 2086; (b) the terms and conditions of the Parking Lease impact the options for vertical development of the Property by requiring the parking spaces to be provided at ground level; (c) the property tax liability incurred by the City or any successor in fee simple ownership of the Property exceeds the rental income; (d) TLP is granting an Easement Agreement in favor of the City for ingress and egress over and across the Second Avenue Parcel, of which approximately half of the Second Avenue Parcel is currently owned in fee simple by TLP; and (e) TLP is required to dedicate the Second Avenue Parcel as a public right-of-way upon the commencement of construction of their Project, to ensure the 2nd Avenue South can be utilized as a main thoroughfare into the Historic Gas Plant development.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to sell real property located at approximately 298 Dr. Martin Luther King Jr. Street South, St. Petersburg, to TLP RE MF III-IV Saint Petersburg I Owner, LLC, a Delaware limited liability company, for the contract price of $10,000,000.00; and to execute all documents necessary to effectuate this transaction; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

ILLUSTRATION



RESOLUTION NO. 2024-___

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO SELL REAL PROPERTY LOCATED AT APPROXIMATELY 298 DR. MARTIN LUTHER KING JR. STREET SOUTH, ST. PETERSBURG, FLORIDA TO TLP RE MF III-IV SAINT PETERSBURG I OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR A PURCHASE PRICE OF $10,000,000.00; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION INCLUDING, BUT NOT LIMITED TO, THE AGREEMENT FOR SALE AND PURCHASE, RESTRICTIVE COVENANT, EASEMENT AGREEMENT, AND TERMINATION AND RELEASE AGREEMENT TO EFFECTUATE THE TERMINATION OF THE LEASE AGREEMENT BETWEEN THE CITY AND PENINSULA MOTOR CLUB, INC. DATED MAY 21, 1987 (AS ASSIGNED)("PARKING LEASE"); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in March, 2023, the City of St. Petersburg, Florida ("City") received an unsolicited offer from Third Lake Partners, an affiliated entity of TLP RE MF III-VI Saint Petersburg I Owner, LLC ("TLP"), to acquire the City-owned property located at approximately 298 Dr. Martin Luther King Jr. Street South, St. Petersburg, Florida ("Property"); and

WHEREAS, in response to the unsolicited offer, the City advertised a 30-day notice to the public of the City's intent to dispose of the Property in accordance with the requirements of section 163.380, Florida Statutes; and

WHEREAS, the City received one alternative proposal in response to the 30-day notice; and

WHEREAS, the Mayor, after considering the unsolicited offer and the alternative proposal received in response to the 30-day notice, selected the offer from TLP and proceeded to negotiate with TLP; and

WHEREAS, the City and TLP have negotiated an Agreement for Sale and Purchase and Restrictive Covenant which requires, among other things, (i) that TLP grant to the City an easement (via Easement Agreement) and subsequent public right-of-way over certain real property defined as the Second Avenue Parcel and (ii) that the parties execute a termination and release agreement to effectuate the termination of the existing Parking Lease at closing; and

WHEREAS, sale and conveyance of the Property to TLP at the proposed purchase price was determined to be fair value by the City Administration; and

WHEREAS, City Administration recommends approval of this Resolution.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to sell real property located at approximately 298 Dr. Martin Luther King Jr. Street South, St. Petersburg, Florida to TLP RE MF III-VI Saint Petersburg I Owner, LLC, a Delaware Limited Liability Company, for a purchase price of $10,000,000.00.

BE IT FURTHER RESOLVED that the Mayor or his designee is hereby authorized to execute all documents necessary to effectuate this transaction including, but not limited to, the Agreement for Sale and Purchase, Restrictive Covenant, Easement Agreement, and Termination and Release Agreement to effectuate the termination of the lease agreement between the City and Peninsula Motor Club, Inc. dated May 21, 1987 (as assigned).

This Resolution shall become effective immediately upon its adoption.

Legal:

City Attorney (Designee) 00763157

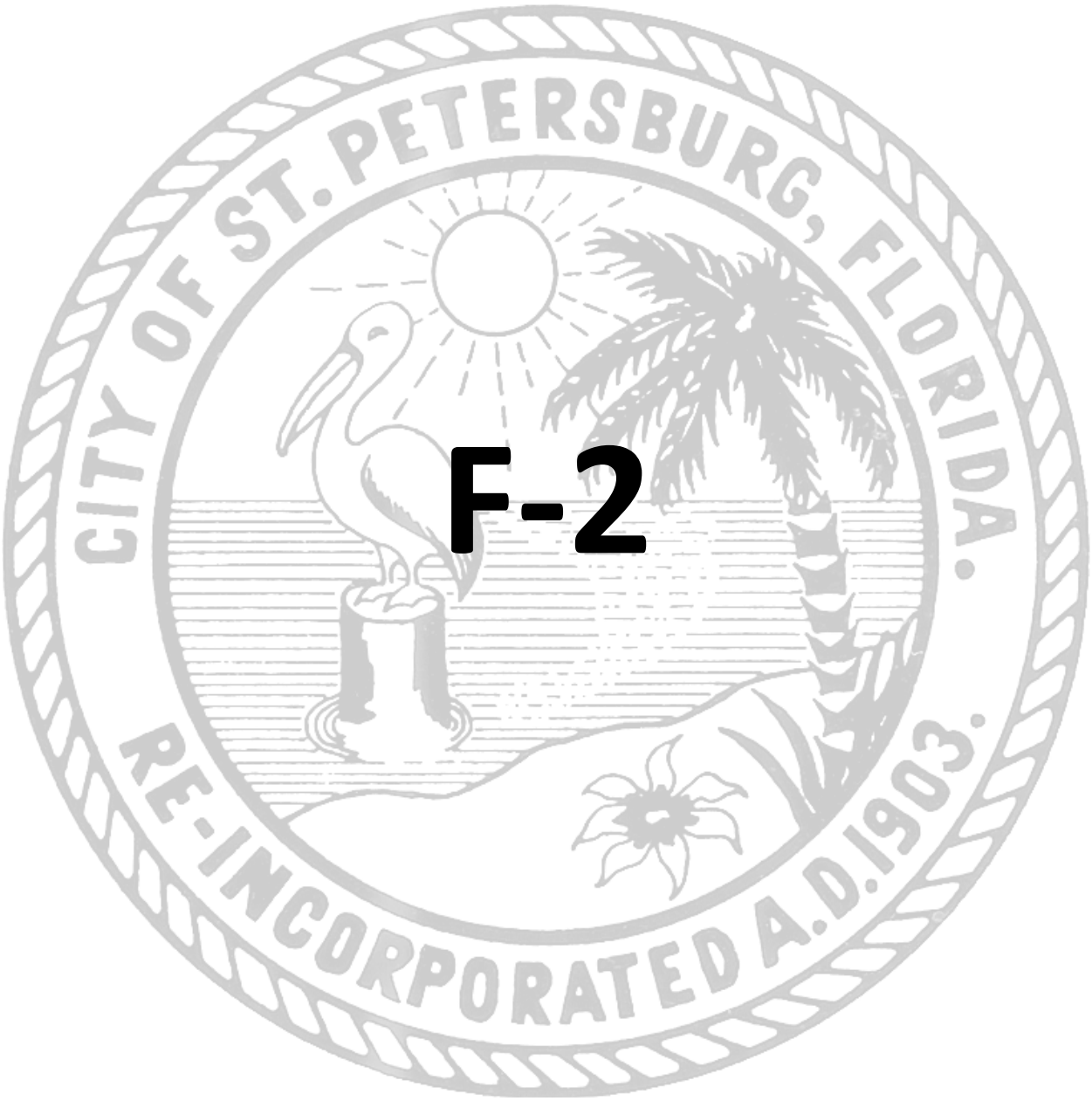
City Development Administration:

James A. Corbett, Administrator

Real Estate & Property Management:

Aaron Fisch, Director

The following page(s) contain the backup material for Agenda Item: 31st Street Complete Streets Planning Study
Please scroll down to view the backup material.



F-2

ST. PETERSBURG CITY COUNCIL

Reports

Meeting of September 5, 2024

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

Subject: Approving a resolution authorizing the Mayor or his designee to accept a grant from Forward Pinellas at a maximum reimbursement amount of $100,000 for the development of a 31st Street Planning Study ("Project"); approving a Grant Agreement between Forward Pinellas and the City of St. Petersburg, Florida setting forth the terms and conditions related to the grant funding and authorizing the Mayor or his designee to execute the Grant Agreement and all other documents necessary to effectuate receipt of the grant; approving a Professional Services Agreement between the City and Fehr & Peers Corporation ("Consultant") for Consultant to provide planning services for the Project in an amount not to exceed $155,000 and authorizing the Mayor or his designee to execute the Professional Services Agreement; authorizing the City Attorney's office to make non-substantive changes to the Grant Agreement and the Professional Services Agreement; approving a supplemental appropriation in the amount of $100,000 from the increase in the unappropriated balance of the Bicycle Pedestrian Safety Improvements Fund (3004), resulting from these grant revenues, to the 31st Street South Complete Streets Planning Study Project (Oracle TBD); rescinding an unencumbered appropriation in the Multimodal Impact Fees Capital Improvement Fund (3071) in the amount of $55,000 from the Complete Streets FY24 Project (19828); approving a supplemental appropriation in the amount of $55,000 from the increase in the unappropriated balance of the Multimodal Impact Fees Capital Improvement Fund (3071), resulting from the above recission, to the 31st Street South Complete Streets Planning Study Project (Oracle TBD); and providing an effective date.

Explanation: At its January 2024 meeting, the Forward Pinellas Board approved an award of Complete Streets funding to the City of St. Petersburg to provide funding for the 31st Street South Complete Streets Concept Planning Study. The funding is provided by Forward Pinellas as an incentive program to assist local governments in planning, design, and constructing Complete Streets projects that provide better access, safety, and mobility for all roadway users with an emphasis on projects that serve as an economic catalyst within corridors or activity centers. Accordingly, the 31st Street South Complete Streets Concept Planning Study Project is an ideal candidate for this funding. The project was selected to receive this funding through a competitive process after consideration by Forward Pinellas' advisory committees in late 2023.

Using information within the City's Complete Streets Policy and Implementation Plan, the 31st Street South Complete Streets study seeks to evaluate 31st Street from Pinellas Point Drive South to 1st Avenue North and develop concepts for continuous bicycle and pedestrian accommodation and the potential roadway modifications that may be necessary to effectuate the recommended alternative(s). It will seek to identify safety and operational improvements to improve the environment for users of non-motorized transportation while maintaining travel time reliability. The concepts will be developed using services of a planning consultant to build understanding, consensus, and support among key community and City stakeholders around an achievable

improvement program for the corridor. Finally, the planning study deliverables will include a defined set of priority improvement projects that can move forward into preliminary engineering and design. It's intended that the study serves as the first step in bringing forth transportation improvements to the corridor over time.

Fehr & Peers will serve as the consultant for the project since their services have been previously procured by Forward Pinellas, having both the technical expertise to carry forth the planning study while also having a full understanding of regulatory requirements associated with the Forward Pinellas funding to ensure compliance. They will review existing conditions along 31st Street South and be responsible for the development of a Community Engagement Plan that will help the City garner broad representation from community stakeholders through such efforts as walk and bike audits and a large-scale Community Workshop. Further, they will develop a set of draft alternatives that include both recommendations for infrastructure modifications and educational, enforcement and outreach strategies that could improve mobility for all roadway users. It's anticipated that they will assist staff in providing a presentation to a City Council committee with an overview of the draft alternatives before a final report with final recommendations is prepared. The full scope of services is included as an appendix to the Fehr & Peers Professional Services Agreement that is attached.

The amount of work to be completed by Fehr & Peers will be a total that does not exceed $154,916.91. However, that amount does exceed the maximum grant award of $100,000 that Forward Pinellas has agreed to provide the City in the attached funding agreement. The remaining balance of the project costs are expected to be provided from the previously appropriated Complete Streets FY24 Project (19828).

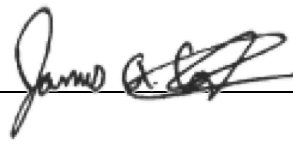
Recommendation Administration recommends that City Council adopt the attached resolution authorizing the Mayor or his designee to accept a grant from Forward Pinellas at a maximum reimbursement amount of $100,000 for the development of a 31st Street Planning Study ("Project"); approving a Grant Agreement between Forward Pinellas and the City of St. Petersburg, Florida setting forth the terms and conditions related to the grant funding and authorizing the Mayor or his designee to execute the Grant Agreement and all other documents necessary to effectuate receipt of the grant; approving a Professional Services Agreement between the City and Fehr & Peers Corporation ("Consultant") for Consultant to provide planning services for the Project in an amount not to exceed $155,000 and authorizing the Mayor or his designee to execute the Professional Services Agreement; authorizing the City Attorney's office to make non-substantive changes to the grant agreement and the Professional Services Agreement; approving a supplemental appropriation in the amount of $100,000 from the increase in the unappropriated balance of the Bicycle Pedestrian Safety Improvements Fund (3004), resulting from these grant revenues, to the 31st Street South Complete Streets Planning Study Project (Oracle TBD); rescinding an unencumbered appropriation in the Multimodal Impact Fees capital improvement fund (3071) in the amount of $55,000 from the Complete Streets FY24 Project (19828); approving a supplemental appropriation in the amount of $55,000 from the increase in the unappropriated balance of the Multimodal Impact Fees Capital Improvement Fund (3071), resulting from the above recission, to the 31st Street South Complete Streets Planning Study Project (Oracle TBD); and providing an effective date.

Cost/Funding/Assessment Information: Grant funds in the amount of $100,000 are to be received from Forward Pinellas for a portion of this project and deposited into the Bicycle Pedestrian Safety Improvements Fund (3004). The City is providing matching funds in the amount of $55,000. These funds will be available after the approval of a supplemental appropriation in the amount of $100,000 from the increase in the unappropriated balance of the Bicycle Pedestrian Safety Improvements Fund (3004), resulting from these grant revenues, to the 31st Street South Complete Streets Study (Oracle TBD), the rescission of an unencumbered appropriation in the Multimodal Impact Fees Capital Improvement Fund (3071) in the amount of $55,000 from the Complete Streets FY24 Project (19828), and a supplemental appropriation in the amount of $55,000 from the increase in the unappropriated balance of the Multimodal Impact Fees Capital Improvement Fund (3071), resulting from the above rescission, to the 31st Street South Complete Streets Planning Study Project (Oracle TBD).

Attachments:

(1) Resolution
(2) Funding Agreement
(3) Professional Services Agreement
(4) Presentation

Approvals:

Administration  Budget Kaitlyn Berger

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT A GRANT FROM FORWARD PINELLAS AT A MAXIMUM REIMBURSEMENT AMOUNT OF $100,000 FOR THE DEVELOPMENT OF A 31ST STREET PLANNING STUDY ("PROJECT"); APPROVING A GRANT AGREEMENT BETWEEN FORWARD PINELLAS AND THE CITY OF ST. PETERSBURG, FLORIDA SETTING FORTH THE TERMS AND CONDITIONS RELATED TO THE GRANT FUNDING AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE GRANT AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE RECEIPT OF THE GRANT; APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND FEHR & PEERS CORPORATION ("CONSULTANT") FOR CONSULTANT TO PROVIDE PLANNING SERVICES FOR THE PROJECT IN AN AMOUNT NOT TO EXCEED $155,000 AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE GRANT AGREEMENT AND THE PROFESSIONAL SERVICES AGREEMENT; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $100,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE BICYCLE PEDESTRIAN SAFETY IMPROVEMENTS FUND (3004), RESULTING FROM THESE GRANT REVENUES, TO THE 31ST STREET SOUTH COMPLETE STREETS PLANNING STUDY PROJECT (ORACLE TBD); RESCINDING AN UNENCUMBERED APPROPRIATION IN THE MULTIMODAL IMPACT FEES CAPITAL IMPROVEMENT FUND (3071) IN THE AMOUNT OF $55,000 FROM THE COMPLETE STREETS FY24 PROJECT (19828); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $55,000 FROM INCREASE IN THE

UNAPPROPRIATED BALANCE OF THE MULTIMODAL IMPACT FEES CAPITAL IMPROVEMENT FUND (3071), RESULTING FROM THE ABOVE RECISSION, TO THE 31ST STREET SOUTH COMPLETE STREETS PLANNING STUDY PROJECT (ORACLE TBD); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Forward Pinellas developed an incentive program to assist local governments in planning, designing and constructing "Complete Streets" projects that entail roadway redesign to provide better access, safety and mobility for all users, with emphasis on projects that serve as an economic catalyst within corridors or activity centers; and

WHEREAS, during a Countywide call for local governments to submit applications for grant funding for Complete Streets projects, the City submitted an application to develop a 31st Street Planning Study ("Project"); and

WHEREAS, the City has been selected by Forward Pinellas to receive funding for the Project at a maximum reimbursement amount of $100,000 ("Grant") subject to the terms and conditions of a grant agreement between the City and Forward Pinellas ("Grant Agreement"); and

WHEREAS, the total Project cost is expected to be not more than one hundred and fifty five thousand dollars ($155,000); and

WHEREAS, the Grant Agreement requires the City to utilize a general planning consultant procured by Forward Pinellas to complete the Project; and

WHEREAS, the City Administration desires to enter into a Professional Services Agreement with Fehr & Peers Corporation, a consultant procured by Forward Pinellas, to provide planning services for the Project for an amount not to exceed $155,000; and

WHEREAS, a supplemental appropriation is necessary in the Bicycle Pedestrian Safey Improvements Fund (3004) to make the Grant funds available for use; and

WHEREAS, City Administration recommends approval of this resolution.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to accept a grant from Forward Pinellas in a maximum reimbursement amount of $100,000 for the development of a 31st Street Planning Study ("Project").

BE IT FURTHER RESOLVED that the agreement between Forward Pinellas and the City setting forth the terms and conditions related to the grant funding ("Grant Agreement") is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Grant Agreement and all other documents necessary to effectuate receipt of the grant.

BE IT FURTHER RESOLVED that the Professional Services Agreement between the City and Feher & Peers Corporation ("Consultant") for Consultant to provide planning services for the Project for an amount not to exceed $155,000 ("Professional Services Agreement") is hereby approved, and the Mayor or is designee is hereby authorized to execute the Professional Services Agreement.

BE IT FURTHER RESOLVED that the City Attorney's Office is hereby authorized to make non-substantive change to the Grant Agreement and the Professional Services Agreement.

BE IT FURTHER RESOLVED that there is hereby approved the following supplemental appropriation from the increase in the unappropriated balance of the Bicycle Pedestrian Safety Improvements Fund (3004) resulting from these grant revenues for fiscal year 2024:

Bicycle Pedestrian Safety Improvements Fund (3004)
31st Street South Complete Streets Planning Study Project (Oracle TBD) $100,000

BE IT FURTHER RESOLVED that an unencumbered appropriation in the Multimodal Impact Fees Capital Improvement Fund (3071) in the amount of $55,000 from the Complete Streets FY24 Project (19828) is hereby rescinded.

BE IT FURTHER RESOLVED that there is hereby approved the following supplemental appropriation from the increase in the unappropriated balance of the Multimodal Impact Fees Capital Improvement Fund (3071), resulting from the above recission, for fiscal year 2024:

Multimodal Impact Fees Capital Improvement Fund (3071)
31st Street South Complete Streets Planning Study Project (Oracle TBD) $55,000

This resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (designee) 00763115.docx

APPROVED BY:

Liz Makofske, Director
Budget and Management

APPROVED BY:

Evan Mory, Director
Transportation & Parking Management

AGREEMENT FOR COMPLETE STREETS FUNDING
BETWEEN FORWARD PINELLAS AND THE CITY OF ST. PETERSBURG

THIS AGREEMENT ("AGREEMENT") is entered into the _____day of _____ 2024 between FORWARD PINELLAS, in its role as the Pinellas County Metropolitan Planning Organization ("MPO") and the Pinellas Planning Council ("PPC"), and the City of St. Petersburg (hereinafter referred to as the "CITY"), collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, FORWARD PINELLAS developed an incentive program to assist local governments in planning, designing and constructing "Complete Streets" projects that entail roadway redesign to provide better access, safety, and mobility for all users, with emphasis on projects that serve as an economic catalyst within corridors or activity centers; and

WHEREAS, during a countywide call for local governments to submit applications for funding for Complete Streets projects, the CITY submitted an application for the 31st Street Planning Study (hereinafter referred to as the "PROJECT"); and

WHEREAS, a FORWARD PINELLAS subcommittee comprised of members of the Technical Coordinating Committee and the Planners Advisory Committee met to review each application and recommended funding this PROJECT; and

WHEREAS, the Technical Coordinating Committee and Citizens Advisory Committee recommended that FORWARD PINELLAS fund the PROJECT; and

WHEREAS, the FORWARD PINELLAS Board adopted the recommendation to provide such funding for the PROJECT at its January 10, 2024 meeting; and

WHEREAS, the CITY has stated that it is qualified and able to develop this concept plan with the assistance of FORWARD PINELLAS funding support; and

WHEREAS, it is necessary for the Parties to reduce their mutual agreements to writing.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms, and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. RECITALS

The recitals set forth above are true and correct and incorporated herein by reference.

2. SCOPE OF SERVICES

The CITY shall develop the 31st Street Planning Study, the scope of which will include the outline and deliverables included in the City's Application for a Concept Planning Grant, attached hereto and incorporated herein as Exhibit A (SCOPE OF SERVICES).

a. Funding provided by FORWARD PINELLAS to the City shall not exceed the agreed-upon one hundred thousand dollars ($100,000), which will be paid to the CITY on a reimbursement basis as further outlined in section 4. BILLING AND COMPENSATION.

   In accordance with the requirements of 2 CFR 200, Section 287.055 F.S., Federal Brooks Act 23 C.F.R. 172 and 23 U.S.C. 112, the CITY shall utilize consultants to fulfill the SCOPE OF SERVICES requirements as outlined herein.

3. TERM

This shall be a one-time project. The PROJECT shall commence upon CITY receiving a Notice to Proceed from the assigned FORWARD PINELLAS project manager, which shall be given no later than thirty (30) days from the date this AGREEMENT is executed by both PARTIES, and shall terminate on June 30, 2025, or upon completion of the PROJECT, whichever occurs first, unless this AGREEMENT is earlier terminated as provided for herein. The CITY agrees to commence work in a timely manner after receiving a Notice to Proceed. FORWARD PINELLAS acknowledges and agrees that the CITY may complete the PROJECT after June 30, 2025; however, the CITY shall not be entitled to receive any funds under this AGREEMENT after June 30, 2025.

FORWARD PINELLAS shall be responsible for filing this AGREEMENT with the Clerk of the Circuit Court of Pinellas County and this AGREEMENT shall be effective on the date of such filing.

4. BILLING AND COMPENSATION

a. The CITY shall submit electronic invoices to the attention of the FORWARD PINELLAS project manager. Invoices shall be submitted not less than quarterly. All invoices must include a progress report showing the actual tasks performed and their relationship to the SCOPE OF SERVICES and the fee claimed. Invoices shall include a table showing the percentage complete by task and the total budget amount. Each invoice must include a transmittal letter signed by the CITY'S project manager stating that the submittal package is complete, and all pertinent calculations and details have been checked for accuracy and completion. Incomplete invoice submittals and invoices not properly prepared (mathematical errors, billing not reflecting actual work done, no signature, etc.) shall be returned to the CITY for correction.

b. FORWARD PINELLAS shall have the right to monitor the CITY to ensure funding provided by this AGREEMENT is used for authorized purposes. FORWARD PINELLAS may request additional information and evidence to support any and all invoices for fees claimed to be earned by the CITY before FORWARD PINELLAS

processes the invoices for payment. Reimbursement will be provided only for authorized costs that can be documented as directly related to the PROJECT.

c. Should the CITY collect any third-party payments for eligible activities for which FORWARD PINELLAS has reimbursed the CITY, the CITY shall reimburse FORWARD PINELLAS the total amount reimbursed by FORWARD PINELLAS.

d. In consideration of the satisfactory performance of the provisions of this AGREEMENT, FORWARD PINELLAS shall compensate the CITY on a reimbursement basis an amount not to exceed one hundred thousand dollars ($100,000). Any costs of the PROJECT above and beyond this amount are the sole responsibility of the CITY.

e. Upon FORWARD PINELLAS approval of submitted invoices following its Internal Control Structure Policy Manual, FORWARD PINELLAS shall make payments, as invoiced, to the CITY within 30 days of approval.

f. Final billing and settlement shall be completed by both Parties within 90 days after the PROJECT is finished.

5. PROCUREMENT

The CITY shall use a FORWARD PINELLAS General Planning Consultant to perform the SCOPE OF SERVICES for the PROJECT. The CITY may apply for an exemption from Forward Pinellas for use of another consultant for the PROJECT.

6. FUNDING CLAUSE

The source of funds available for the PROJECT may require approval by the Federal Highway Administration (the “FWHA”), Federal Transit Administration (the “FTA”), and/or Florida Department of Transportation (the “FDOT”). Forward Pinellas will seek such required approval before submitting a Notice to Proceed to the CITY. In the event that FHWA, FTA and/or FDOT does not authorize the use of funds contemplated hereunder, this AGREEMENT shall be null and void and neither party shall be liable or have any obligation to perform hereunder.

7. RECORDS

The CITY will keep adequate records and supporting documentation applicable to this contractual matter including any deliverables related to the PROJECT. Said records and documentation will be retained by the CITY consistent with 49 C.F.R. Section 19.53 retention requirements or Chapter 119, F.S., whichever is longer. FORWARD PINELLAS and its authorized agent shall have the right to review, inspect, and copy all such records and documentation as often as it deems necessary during the record retention period stated above; provided, however, such activity shall be conducted only during normal business hours.

8. NOTICE

All notices required to be given by law or under this AGREEMENT shall be in writing and sent to the following addresses, unless the parties indicate otherwise in writing:

FORWARD PINELLAS
Kyle Simpson
310 Court Street, 2nd Floor
Clearwater, Florida 33756
ksimpson@forwardpinellas.org

CITY OF ST. PETERSBURG
Cheryl Stacks
One 4th Street N.
St. Petersburg, FL 33701
cheryl.stacks@stpete.org

9. TERMINATION

All services are to be performed by the CITY to the satisfaction of FORWARD PINELLAS' Executive Director based on the requirements of Exhibit A. FORWARD PINELLAS' Executive Director shall decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the SCOPE OF SERVICES under this AGREEMENT.

a. Termination for Convenience FORWARD PINELLAS may terminate this AGREEMENT, in whole or in part, at any time upon thirty day's (30) written notice to the CITY. The CITY shall be paid its costs, including AGREEMENT close-out costs, and profit on work performed up to the time of termination. The CITY shall promptly submit its invoice to FORWARD PINELLAS for costs incurred up to the effective date of termination, provided CITY has not been previously reimbursed for such costs.

b. Termination for Cause If the CITY fails to perform in the manner called for in the AGREEMENT, FORWARD PINELLAS may terminate this AGREEMENT for default. Termination shall be effected by serving a notice of termination on the CITY setting forth the manner in which the CITY is in default. The CITY will only be paid the AGREEMENT price for services performed in accordance with the manner of performance set forth in the AGREEMENT.

If it is later determined by FORWARD PINELLAS that acts beyond the CITY'S control led to the breach or default, including but not limited to an Act of God, strike, fire, or flood, FORWARD PINELLAS, after setting up a new delivery of performance schedule, may allow the CITY to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure In the event of termination for breach or default, FORWARD PINELLAS shall allow the CITY an opportunity to cure the defect within 30 days of receiving a notice of termination. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the CITY fails to remedy to FORWARD PINELLAS satisfaction the breach or default of any of the terms, covenants, or conditions of this AGREEMENT within thirty (30) days after receipt by the CITY of written notice from Forward Pinellas setting forth the nature of said breach or default, FORWARD PINELLAS shall have the right to terminate the AGREEMENT without any further obligation of either party. Any such termination for default shall not in any way operate to preclude FORWARD PINELLAS from also pursuing all available remedies against the CITY and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that FORWARD PINELLAS elects to waive its remedies for any breach by CITY of any covenant, term or condition of this AGREEMENT, such waiver by FORWARD PINELLAS shall not limit FORWARD PINELLAS' remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

10. FEDERAL CLAUSE REQUIREMENTS

To the extent applicable and permitted by law, the CITY shall abide by the following federally required clauses if any portion of the SCOPE OF SERVICES is performed by the CITY, and shall ensure that the following federally required clauses are included in each contract between the CITY and any consultant used by the CITY to perform the SCOPE OF SERVICES if such contract is financed (in whole or in part) with funds provided to the CITY by FORWARD PINELLAS under this AGREEMENT:

a) Fly America Requirements
b) Civil Rights Requirements
c) Disadvantaged Business Enterprise (DBE)
d) Energy Conservation Requirements
e) Clean Water Requirements
f) Clean Air
g) Recycled Products
h) Lobbying
i) Program Fraud and False or Fraudulent Statements and Related Acts
j) Government-Wide Debarment and Suspension
k) Incorporation of Federal Transit Administration (FTA) Terms
l) Access to Records
m) Federal Changes
n) Patent and Rights in Data

a. Fly America Requirements - The consultant agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services

Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

b. Civil Rights Requirements

i. Nondiscrimination - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332:

The consultant shall not discriminate on the basis of race, age, creed, disability, marital or family status, color, national origin, religion, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy, as the City deems appropriate.

Each subcontract the consultant signs in regards to this agreement must include the assurance in this paragraph (see 49 CFR 26.13(b)). The consultant agrees to comply with applicable federal and state implementing regulations and other implementing requirements the Federal Transit Administration (FTA), FHWA, or FDOT may issue. In addition to the above assurance, the consultant shall not discriminate on the basis of sexual orientation, in accordance with Pinellas County Code Chapter 70 as amended. In connection with this agreement, the consultant will complete and submit Exhibit B “Title VI/Nondiscrimination Policy Statement”, in accordance with its instructions.

ii. Equal Employment Opportunity -

(1). Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, the consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No.

11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the agreement. The consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the consultant agrees to comply with any implementing requirements FTA, FHWA, or FDOT may issue.

(2). Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 621 through 634 and Federal transit law at 49 U.S.C. 5332, the consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the consultant agrees to comply with any implementing requirements FTA, FHWA or FDOT may issue.

(3). Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, the consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the consultant agrees to comply with any implementing requirements FTA, FHWA or FDOT may issue.

(4). Access to Services for Persons with Limited English Proficiency – To the extent applicable and except to the extent that FTA determines otherwise in writing, the consultant agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. 2000d-1 note, and with the provisions of U.S. DOT Notice, “DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries,” 66 *Fed. Reg*. 6733 *et seq*., January 22, 2001. The MPO’s LEP Plan is available on the FORWARD PINELLAS website.

(5). Environmental Justice – The consultant agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. 4321 note, except to the extent that the Federal Government determines otherwise in writing.

(6). Other Nondiscrimination Laws – The consultant agrees to comply with all applicable provisions of other federal laws, regulations, and directives pertaining to and prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing. The consultant also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

c. **Disadvantaged Business Enterprise** – This agreement is subject to the requirements of Title 49, C.F.R. Part 26, *Participation by Disadvantaged Business Enterprises (DBEs) in Department of Transportation Financial Assistance Programs.* The MPO's overall goal for DBE participation is applicable to this agreement. This requirement reflects the availability of willing and able DBEs who are registered with the State of Florida who would be expected to participate in MPO and consultant contracts absent the effects of discrimination.

The consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this DOT-assisted agreement. Failure by the consultant to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the City deems appropriate.

The consultant is required to pay its subcontractors performing work related to this agreement for satisfactory performance of that work no later than 30 days after the consultant's receipt of payment for that work from the City. In addition, the consultant may not hold retainage from its subcontractors.

The consultant must promptly notify the City, whenever a DBE performing work related to this agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE to perform at least the same amount of work. The consultant may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City and FORWARD PINELLAS.

Information on FORWARD PINELLAS' DBE Program requirements is available on the FORWARD PINELLAS website.

More information on the State of Florida DBE Program, including an application and available DBE bidders list may be found at:
http://www.dot.state.fl.us/equalopportunityoffice/New_Folder/Files/UCP%20MODIFIED%20APPLICATION.pdf.

d. **Energy Conservation** - The consultant agrees, to the extent applicable, to comply with mandatory standards and policies relating to energy efficiency which are

contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

e. Clean Water – The consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The consultant agrees to report each violation to the City and FORWARD PINELLAS and understands and agrees that FORWARD PINELLAS will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The consultant also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

f. Clean Air - The consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The consultant agrees to report each violation to the City and FORWARD PINELLAS and understands and agrees that FORWARD PINELLAS will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The consultant also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

g. Recycled Products – Recovered Materials - The consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

h. Lobbying –Clause and specific language therein are mandated by 49 C.F.R. Part 19.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. 1601, et seq.] - Consultants who apply or bid for an award of $100,000 or more shall file the certification required by 49 C.F.R. part 20, "New Restrictions on Lobbying." The consultant agrees that no Federal appropriated funds have been paid or will be paid by or on the behalf of the consultant, to any person for influencing of attempting to influence any officer or any employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the consultant to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the consultant will complete and submit Exhibit C Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The consultant shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all contractors and subcontractors shall certify and disclose accordingly, pursuant to Exhibit C ("Certification Regarding Lobbying").

i. Program Fraud and False or Fraudulent Statements and Related Acts - The consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this agreement. Upon execution of the underlying agreement, the consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this agreement is being performed. In addition to other penalties that may be applicable, the consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the consultant to the extent the Federal Government deems appropriate.

The consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the consultant, to the extent the Federal Government deems appropriate.

The consultant agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

j. Government-Wide Debarment and Suspension - This agreement is a covered transaction for purposes of 49 C.F.R. Part 29. As such, the consultant is required to verify that none of the consultant, its principals, as defined at 49 C.F.R. 29.995, or affiliates, as defined at 49 C.F.R. 29.905, are excluded or disqualified as defined at 49 C.F.R. 29.940 and 29.945.

The consultant is required to comply with 49 C.F.R. 29, Subpart C and must include the requirement to comply with 49 C.F.R. 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting this agreement, the consultant certifies as follows:
The consultant agrees to comply, and assures the compliance of each third-party contractor and subrecipient at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Governmentwide Debarment and Suspension Nonprocurement)," 49 C.F.R. Part 29. The consultant agrees to, and assures that its third party contractors and subrecipients will, review the Excluded Parties Listing System at http://epls.arnet.gov/ before entering into any contracts.

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the consultant knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The consultant agrees to comply with the requirements of 49 C.F.R. 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions and will review the "Excluded Parties Listing System" at the following Internet address: http://epls.arnet.gov before entering into any third party or subagreement.

k. Incorporation of Federal Transit Administration (FTA) Terms – The provisions of this agreement include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the agreement provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The consultant shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.

l. Access to Records - Upon request, the consultant agrees to permit the City, the Secretary of Transportation; FORWARD PINELLAS; the Comptroller General of the United States; and, if appropriate, their authorized representatives, to inspect all agreement work, materials, payrolls, and other data, and to audit the books, records, and accounts of the consultant and third party contractors pertaining to the agreement as required by 49 U.S.C. 5325(g).

m. Federal Changes – The consultant shall at all times comply with all applicable federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement (which may be accessed at this web address: https://www.transit.dot.gov/sites/fta.dot.gov/files/2024-

05/FTA-Master-Agreement-v31-05-02-2024.pdf) as they may be amended or promulgated from time to time during the term of this agreement. The consultant's failure to so comply shall constitute a material breach of this agreement.

n. Patent and Rights Data-

i. Rights in Data – The following requirements apply to each agreement involving experimental, developmental or research work:

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the agreement. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to agreement administration.

The following restrictions apply to all subject data first produced in the performance of the agreement:

a. Except for its own internal use, the consultant may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the consultant authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any agreement with an academic institution.

b. In accordance with 49 C.F.R. 18.34 and 49 C.F.R. 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that agreement, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the consultant using federal assistance in whole or in part provided by FTA.

c. When FTA awards federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the consultant performing experimental, developmental, or research work required by the underlying agreement agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that agreement, or a copy of the subject data first produced under the agreement for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying agreement, is not completed for any reason whatsoever, all data developed under that agreement shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the consultant's use whose costs are financed in whole or in part with federal assistance provided by FTA for transportation capital projects.

d. Unless prohibited by state law, upon request by the Federal Government, the consultant agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the consultant of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that agreement. The consultant shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

f. Data developed by the consultant and financed entirely without using federal assistance provided by the Federal Government that has been incorporated into work required by the underlying agreement is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the consultant identifies that data in writing at the time of delivery of the work.

g. Unless FTA determines otherwise, the consultant agrees to include these requirements in each subcontract for experimental, developmental, or

research work financed in whole or in part with federal assistance provided by FTA.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the consultant's status (i.e. , a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the consultant agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

The consultant also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance provided by FTA.

ii. Patent Rights – The following requirements apply to each agreement involving experimental, developmental, or research work:

a. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the consultant agrees to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

b. Unless the Federal Government later makes a contrary determination in writing, irrespective of the consultant's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the consultant agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

c. The consultant also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance provided by FTA.

11. RESPONSIBILITY

The CITY and FORWARD PINELLAS shall be responsible for their respective employees' acts of negligence when such employees are acting within the scope of their employment, and shall only be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statues. Nothing herein

is intended to serve as a waiver of sovereign immunity by either the CITY or FORWARD PINELLAS. Nothing herein shall be construed as consent by the CITY or FORWARD PINELLAS to be sued by third parties in any matter arising out of this AGREEMENT.

12. NO OBLIGATION BY THE FEDERAL GOVERNMENT TO THIRD PARTIES. FORWARD PINELLAS and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of this AGREEMENT, absent the express written consent by the Federal Government, the Federal Government is not a party to this AGREEMENT and shall not be subject to any obligations or liabilities to FORWARD PINELLAS, CITY, or any other party (whether or not a party to the AGREEMENT) pertaining to any matter resulting from the AGREEMENT.

The CITY agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA or FORWARD PINELLAS. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

13. BREACHES AND DISPUTE RESOLUTION.
All services are to be performed by the CITY to the satisfaction of FORWARD PINELLAS' Executive Director based on the requirements of Exhibit A. FORWARD PINELLAS' Executive Director shall decide all initial questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the SCOPE OF SERVICES. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the CITY mails or otherwise furnishes a written appeal to the FORWARD PINELLAS Executive Director.

i. Appeals – After properly submitting an appeal in accordance with the provisions herein, the CITY shall be afforded an opportunity to be heard by the Executive Director and to offer evidence in support of its position.

ii. Performance During Dispute - Unless otherwise directed by FORWARD PINELLAS, the CITY shall continue performance under this AGREEMENT while matters in dispute are being resolved.

iii. Claims for Damages - Should either party to the AGREEMENT suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

iv. Rights and Remedies - The duties and obligations imposed by the AGREEMENT documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law to either party. No action or failure to act by FORWARD PINELLAS or CITY shall constitute a waiver of any right or duty afforded any of them under the AGREEMENT, nor shall any such action or failure

to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

14. SEVERABILITY

If any provision of this AGREEMENT is held invalid, the remainder of this AGREEMENT will not be affected thereby, and all other parts of this AGREEMENT will remain in full force and effect.

15. WAIVER

Waiver of one or more covenants or conditions of this AGREEMENT by FORWARD PINELLAS not be construed as a waiver of a subsequent breach of the same covenant or conditions, and the consent or approval by FORWARD PINELLAS to or of any act by the CITY requiring FORWARD PINELLAS' consent or approval shall not be construed as consent or approval to or of any subsequent similar act by the CITY.

16. ENTIRE AGREEMENT

This AGREEMENT represents the entire written agreement between the parties and supersedes all prior communications and proposals, whether electronic, oral, or written between the parties with respect to this AGREEMENT. This AGREEMENT may be amended only by written instrument signed by both FORWARD PINELLAS and the CITY.

17. GOVERNING LAW AND VENUE

The laws of the federal government and the State of Florida shall govern this AGREEMENT, and venue shall be in Pinellas County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed, the day and year first above written.

PINELLAS PLANNING COUNCIL AND PINELLAS METROPOLITAN PLANNING ORGANIZATION; FORWARD PINELLAS:

By: _____

Whit Blanton, FAICP
Executive Director

By: _____

Janet Long
Chair

Date _____

CITY OF ST. PETERSBURG,
A municipal corporation and
political subdivision of the State of Florida

_____	_____
Kenneth T. Welch	Robert Gerdes
Mayor	City Administrator
	Date:
Approved as to form:	Attest:
_____	_____
City Attorney 00757126	City Clerk

Appendix A

31st Street Planning Study
Complete Streets Concept Planning Application

Forward Pinellas Complete Streets Program

Name:	Cheryl N. Stacks, P.E., AICP, Transportation Manager
Postal Address:	One 4th Street North, 8th Floor, St. Petersburg, FL 33701
Email Address:	Cheryl.Stacks@stpete.org
Phone:	727-892-5328

The City of St. Petersburg is a growing city and desires to continue prioritizing high-quality redevelopment supported by transportation infrastructure that is safe and comfortable for all roadway users. Since its 2015 adoption of a Complete Streets Policy and the 2019 adoption of the Complete Streets Implementation Plan, the City has emphasized strategic investment in roadway projects that accomplish the City's fundamental goal toward implementing complete streets. Even prior though, the City has several adopted several plans that are consistent with complete streets concepts. The scope of work for this application includes a concept planning project to assist in community engagement and development of concepts and preliminary design for modifications of 31st Street South for better multimodal accommodations.

The 31st Street corridor is part of a larger north-south bicycle route that spans St. Pete, with a combination of trails, bike lanes, and marked bicycle routes. There are three distinct districts, all of which have corresponding master plans, within the corridor: the Skyway Marina District (southern portion of the corridor), Grand Central District (northern portion of the corridor), and Union Central Districts (northern portion of the corridor).

This Concept plan study area focuses on the 4.33-mile segment of 31st Street between 1st Avenue North and Pinellas Point Drive, connecting the Skyway Marina District through the South St. Petersburg Community Redevelopment Area (CRA) with primary commercial areas of the Grand Central and Union Central districts. The concept planning study will also address crossings and other safety enhancements needed to improve connectivity and reduce excessive speeding within the study area. The envisioned bikeways would connect with several existing popular bicycling facilities, including: the existing Bayway Trail that runs along 54th Avenue South out to Fort De Soto and the Gulf Beaches, Maximo Park, the trail over the Dick Misner Bridge along I-275 down to the Skyway rest area, the buffered bike lanes along Pinellas Point Drive to the east, and the "South Loop" route popular with hundreds of recreational cyclists every day.

The Skyway Marina District is the southern gateway to Pinellas County, and an area poised to continue rapid growth and redevelopment. To support that redevelopment, there is a need for new trail connections and roadway safety modifications between the core of the Skyway Marina District and

through the district's South Planning Area. The Skyway Marina District Plan was adopted in May 2014, reflecting the community and City's desire to establish a destination district in southern St. Petersburg. The vision for the plan is to ensure the vibrancy and quality of life for all area residents and visitors, specifically noting an enhanced trail system as a part of a broader multimodal environment. The transportation goals for the district specifically identify the need to provide a connected trail facility along 31st Street and connectivity between the South Planning Area and the 34th Street corridor via a bridge connection to Maximo Park.

The Union Central District encompasses six neighborhoods, 375 acres, and major travel corridors within the City. The Union Central District Plan was adopted in December 2019, and specifically intended to improve the aesthetics, enhance the identity, encourage investment, and increase opportunities for businesses within the District. Key strategies of the plan included recommendations for improving economic development, streetscape, transportation, land use and urban design, and branding. The transportation goals for the district specifically identify the need to enhance the pedestrian corridor, resurface and add sidewalks.

Union Central and Grand Central Districts share a border along 31st Street and has an emphasis on public realm. The Grand Central District is located along the Central Avenue corridor, a major urban corridor which extends bay-to-beach across the City of St. Petersburg. With rapidly increasing development in the area, the City of St. Petersburg developed a master plan for the Grand Central District to guide future development, while maintaining the District's unique character. The primary goals of the master plan are to set clear standards and priorities for the public realm and create a safer district for pedestrians. The transportation recommendations specifically identify bulb outs at 1st Avenue S, Central Avenue, and 1st Avenue N.

The 31st Street corridor has connections through the Warehouse Arts District, including the St. Pete Distillery at the edge of the Warehouse Arts District. The Warehouse Arts District is located between 16th Street and 31st Street between 10th Avenue South and 1st Avenue and has transformed from a primarily industrial area to a community of emerging and established artists. Proposed zoning changes could increase the intensity of mixed-use to support the premium SunRunner transit service. The activation of the space within the Warehouse Arts District has increased the level of pedestrian and bicycling activity, which strengthens the City's goals of providing safe pedestrian access to the district.

The St. Petersburg City Council adopted the Complete Streets Implementation Plan in May 2019. Among the broad safety and economic development goals, that plan lays out a safe and connected network of bicycle routes. The purpose of a network of connected and comfortable bicycle routes is to support the adaptive reuse of land across the broader district and provide multimodal connections from adjacent areas as fits a destination district. This accomplishes community and economic development goals, including providing safe and economical mobility without requiring the excess of space as is typically demanded for the expedient use or storage of cars.

The scope of work for the concept planning project includes the following elements: alternatives development and screening, technical analysis performed through an equity lens, a public dialogue to guide the design choices, and the selection and advancement of the safest and most comfortable design configurations sufficient to prioritize safety and the most economical use of public space, which could include lane reallocation.



Figure 1 Location Map

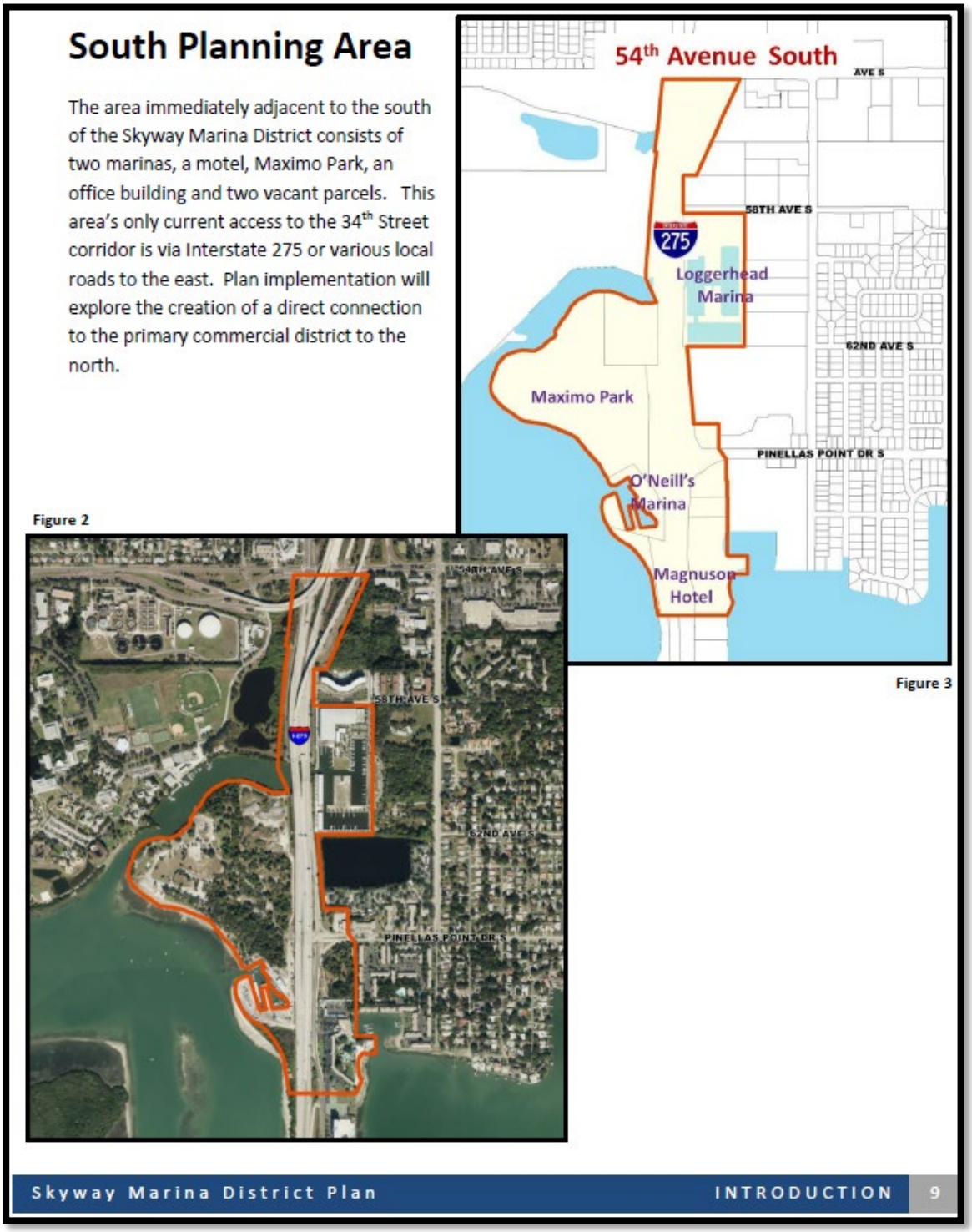


Figure 2 Skyway Marina District Planning Area

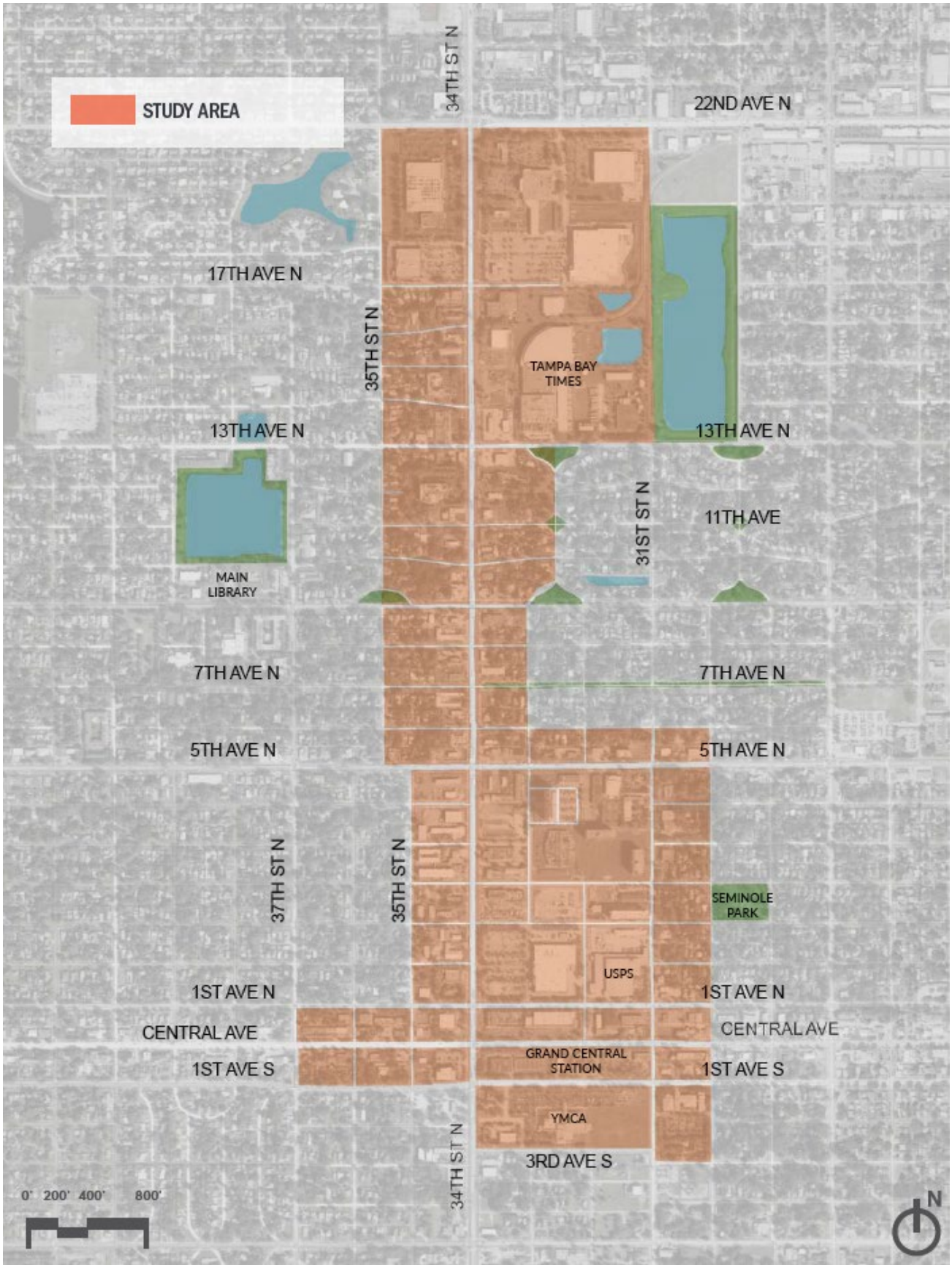


Figure 3 Union Central District Planning Area

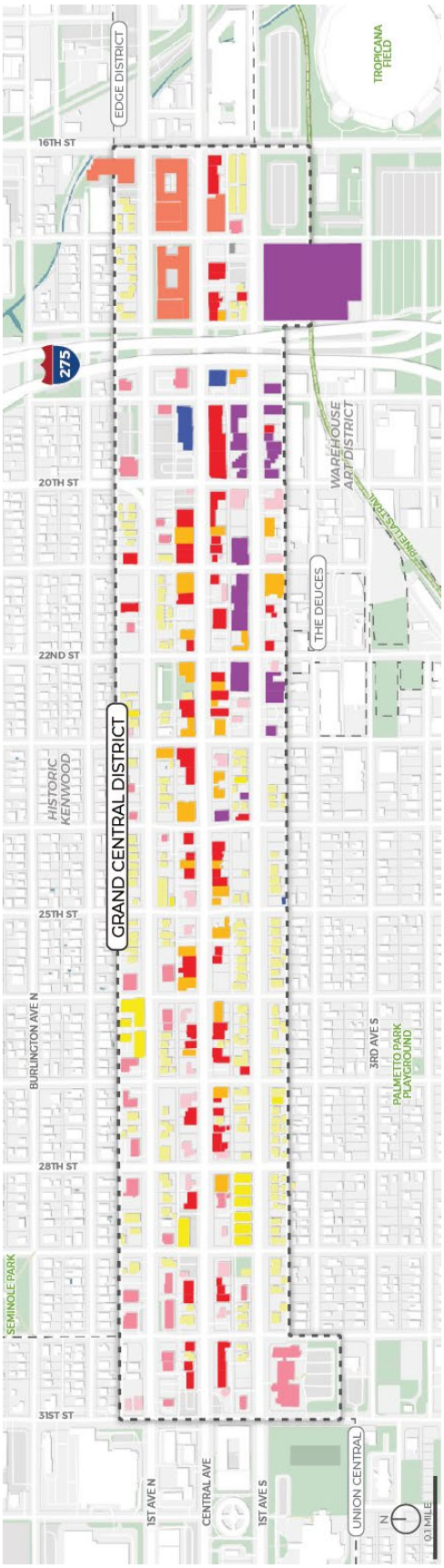


Figure 4 Grand Central District Planning Area

Specific information requested in Call for Applications follows:

1. Describe in detail the existing conditions of the project location, including the following, as applicable:

a. Sidewalks along the corridor (e.g., gaps exist on both sides of the corridor, 100% coverage on both sides of the corridor, sidewalks along one side of corridor, etc.);

With the exception of a short section near the Pinellas Trail, sidewalks are continuously provided along both sides of 31st Street, with narrow grass buffers with a connection to an existing trail underpass of I-275 near 46th/47th Avenue South. However, the cross slopes do not meet ADA at the driveways as shown in the image below. The street cross section, especially south of 54th Avenue South is wide for the volume of traffic carried, resulting in high motorist speeds and difficult pedestrian crossing opportunities. The addition of separated bikeways on each side in place of the narrow shoulder shown below is one of the alternatives that would be evaluated in the study. That change would increase the buffer space and comfort for sidewalk users.





There are existing sidewalks on 54th Avenue South. However, they are both in similar condition to those along 31st Street where they are minimum width and there is no adjacent bicycle facility.

The following image shows the missing sidewalk along both sides of 58th Avenue South, as seen from 31st Street. This segment leads to an underpass of I-275 at Frenchman's Creek; however, there are no connecting facilities or wayfinding signs leading to the underutilization of the underpass, similar to the condition of the trail underpass of I-275 at 46/47th Avenue South also pictured above.



b. Bicycle facilities along the corridor (e.g., bike lanes, adjacent multiuse trail, etc.);

St. Petersburg's characteristic street grid is split by I-275, which spans the study area and physically divides the city. The divide results in constrained route options between the Skyway Marina District core area and Greater Pinellas point for all roadway users, including people walking, biking, driving, and taking transit. As laid out in the Complete Streets Implementation Plan, there is an opportunity and a need to create a connected network of comfortable facilities for residents, students, and visitors to traverse the study area and access both businesses and recreational areas without using a car. The primary goal of this study is to connect the areas with a safe, comfortable, and well-marked/signed network of routes for people walking and bicycling, which has been the fuel driving St. Petersburg's resurgence as one of the most prominent urban centers across Florida to allow this area of St. Petersburg to benefit as greatly as have others.

The roadways carry significant motor vehicle traffic at high speeds yet are heavily used daily by both commuting and recreational cycling groups. This study would evaluate future roadway cross sections, including identifying areas to widen sidewalks to trails and add dedicated bicycle facilities. Overall, there is also a need for improved wayfinding signage through the district to guide walkers and bicyclists to the safest routes, the location of the existing I-275 trail underpasses and provide distances to destinations within the district. The majority of the study area is within a walkable distance, ¼ of a mile, to a trail. Expanding the connectivity and prominence of the trail network will help improve the accessibility of adjacent neighborhoods.

As shown in previous images and in the images below, there are marked shoulders along 31st Street that are 3' wide. The minimum width of bicycle lane is 4' wide for safe operation thus the "Share the Road" signage for bicyclists is confusing for both bicyclists and motorists because the shoulder is often mistaken as dedicated for bicyclists, rather than providing a clear indication that bicyclists should be expected to be riding in the roadway. This configuration should be modified such that the shoulder is of sufficient width to be used safely by bicyclists or it should be removed and replaced with infrastructure that works well for most bicyclists.


SHARE
THE
ROAD


Benjamin
Moore
1st Ave

31st Street is an important north-south route for bicyclists, as it not bifurcated by I-275 and provides a continuous north-south access through the core of St. Petersburg. 31st Street also goes through the core of the South St. Petersburg CRA and provides residents within the CRA access to commercial uses. The image below shows recent modifications, with green paint and striping, that were made to 31st Street to indicate the continuous bike lane along the entrance to I-275:



c. Sidewalks and/or bicycle facilities along an intersecting roadway segment that truncate at the project limits;

A core goal of this planning effort is to complete safe and comfortable infrastructure for non-motorists that can serve as a catalyst for economic growth and redevelopment, particularly between these existing bicycle routes and trails that are discontinuous through the study area:

- The SunRunner Bus Rapid Transit (BRT) line to the north.
- The Pinellas Trail to the north.
- The Bayway Trail that approaches from the west.
- The Skyway Trail that approaches from the west and south.
- The buffered bike lanes on Pinellas Point Drive that approach from the southeast.

- The existing trail underpasses of I-275 that lack connections on the east side and wayfinding signage.
- Maximo Park to the southwest.

The following content and images show where the existing facilities on the corridor either terminate or transition to substandard facilities. The primary intent of this study is to connect all of the trails and bikeways in this area with comfortable and wide pathways for people walking and bicycling to allow them to reach the existing destinations within the various districts adjacent to 31st Street and those that are expected as the area redevelops and grows in prominence.

There is an eastbound-only buffered bike lane on Pinellas Point Drive. The image below shows the existing conditions for westbound bicyclists on Pinellas Point Drive. There are no markings or lanes designated for bicyclists and there is only a minimum-width sidewalk with grade changes at each of the frequent driveways.



Note that the left/west side of 31st Street as shown below shows the only section, approximately 800-feet in length, where the sidewalk has been widened to a 10'-wide pathway. The pathway narrows as shown to the minimum-width sidewalk. The widened pathway as shown is typical of what would be proposed to be advanced as an option for the remainder of the study corridors.



There is currently a section of trail on the west side of I-275 connecting the district to the north with an underpass of I-275 between 54th Avenue South and 58th Avenue South. However, the connections on the east side are missing or substandard. Sidewalks are missing along most of the south side of 58th Avenue South for the connection between 31st Street and the existing I-275 underpass, other than a short segment existing along the Loggerhead Marina. Filling that gap and widening narrow sidewalks in the area is a core part of the need that has led to this study. The images below show the existing trail underpass and the location where the trail along 58th Avenue South ends abruptly. As shown, there are no wayfinding signs identifying the existence or access to the underpass along the entire corridor.





There is also a major gap between Maximo Park and the communities to the east of 31st Street. There is a need for a continuous pathway along the west side of I-275, which could be accomplished by a bridge. The underpass and pathways along 31st Street serve to connect the communities to the east, whereas a bridge would directly connect communities to the north down to the destinations of Maximo Park and the trail along the Skyway Bridge. This study would evaluate the best means to construct that bridge, whether it be affixed to the adjacent I-275 structure or be its own separate structure.



While bicycle infrastructure has recently been improved in the vicinity of the Pinellas Trail and 31st Street as illustrated in the picture in the section above, the final gap of sidewalk along 31st Street is adjacent to the former rail mast arm at the Pinellas Trail. The Pinellas Trail crosses 31st Street, just south of Fairfield Avenue S. The sidewalk gap is on the east side of 31st Street and illustrated in the pictures below.


STOP


ST.PETERSBURG

d. Roadway characteristics (e.g., number of travel lanes, lane widths, posted speed limit, traffic volume if available, etc.)

The cross section of 31st Street varies through the project corridor. South of 54th Avenue South, 31st Street South is a 5-lane section. North of 54th Avenue South, 31st Street S is a 3-lane road with 10-foot lanes and 3-foot paved shoulders for bicyclists. The posted speed limit is 35 miles per hour with a desired operating speed of 30 miles per hour. The traffic volume was last collected on March 4th, 2020 and recorded roughly 5,500 vehicles traveling northbound and 6,400 traveling southbound.

e. Heat mitigation (e.g. existing, or planned street trees, existing tree canopy cover of sidewalk and/or bicycle facility, existing or planned building awnings, etc.)

The study will incorporate methods to reduce heat within the project corridor, such as shade trees, and explore methods to fund landscaping improvements including along the adjacent trails, as many construction funds would not cover that additional cost. The reduction of vehicular traffic through expanding bicycle and pedestrian infrastructure will also mitigate heat and help reduce emissions along the corridor thereby also potentially improving air quality and magnifying public health benefits.

f. Documented safety concerns along the corridor (e.g. high crash rate, high number of crashes involving vulnerable users, etc.).;

31st Street is currently overbuilt, with excess capacity in certain sections, and widened lanes throughout, to prioritize the fast movement of motor vehicles, which has resulted in a documented history of requests for traffic calming from the Greater Pinellas Point Neighborhood Association and more recently, requests from the St. Pete Distillery to improve safety and connectivity to the Pinellas Trail. A primary goal of the Concept Plan is to address that misaligned priority and resulting safety concerns, which includes the community-expressed desire to lower motor vehicle travel speeds and reduce the frequency and severity of crashes.

As with the entirety of the Complete Streets Implementation Plan, the addition of dedicated facilities for bicyclists is part of a broader strategy to moderate motor vehicle speeds to further goals of placemaking, encouraging walkable urban form through redevelopment, and improving pedestrian safety with improved intersections and crossings.

A specific outcome of the study will be identification of modifications needed to reduce motorist speeds in these locations where there are conflicts between street users and those moving to or from the Interstate system. It bears repeating that while motorists have multiple options to move across and through the study area, there are limited, lower-stress options to get across I-275 (38th Avenue South, trail underpass near 46th/47th Avenue South, area near Frenchman's Creek) provided for people outside of cars and the routes to access them not continuous or not yet intuitive, safe, or comfortable.

As shown in the map below, crashes are clustered at the signalized intersections of 22nd Avenue South, 54th Avenue South, 31st Street, and Pinellas Point Drive. There were 440 vehicles crashes, and

21 crashes that involved bicyclists or pedestrians along the project corridor. The high volumes of motorized traffic and crashes at the signalized intersections, including those in proximity to I-275, further supports the need for crossings and alternate bicycle and pedestrian routes that increase the safety for these users operating in these high crash areas.

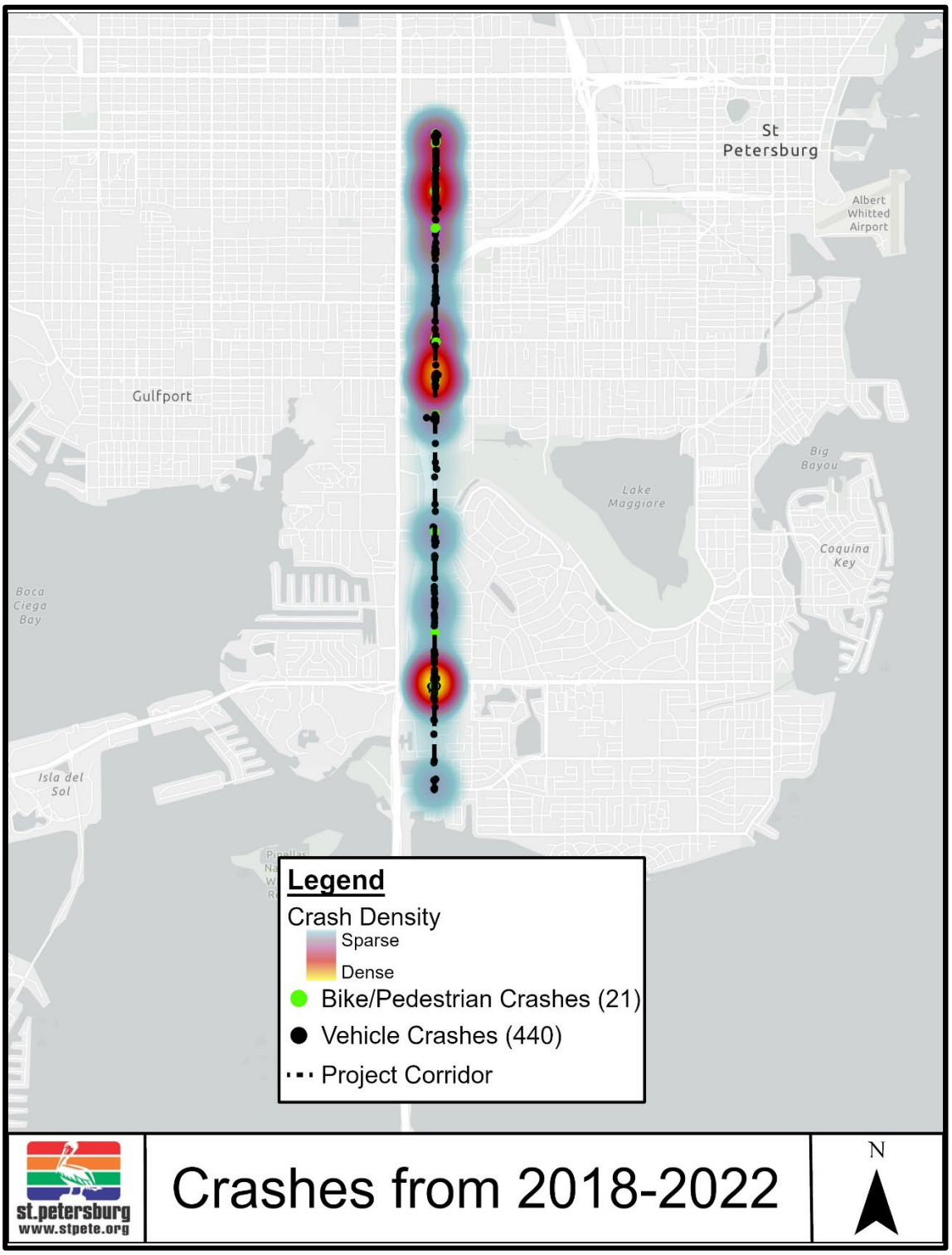


Figure 5 Project Corridor Crashes, 2018 - 2022

g. Existing and proposed transit service along the corridor, including frequency of service;

The Pinellas Suncoast Transit Authority (PSTA) operates 40 routes. Eleven of these routes traverse the study area or are accessible at Grand Central Station which is located on 32nd Street and Central Avenue. Eleven PSTA bus routes cross the study corridor:

- Route 7: Stops at Grand Central and serves Tyrone Mall, Downtown, and Roy Hanna Drive with 60-minute headways.
- Route 9: Begins and ends at Grand Central and serves Downtown and Gateway Mall with 30-minute headways.
- Route 11: Serves 31st Street from Pinellas Point Drive to 54th Avenue South and provides connections at Grand Central Station and Pinellas Park with 60-minute headways.
- Route 14: Serves 31st Street from 18th Avenue South to Central Avenue and provides connections to South Pasadena, Gulfport, and Downtown with 30-minute headways.
- Route 15: Serves 31st Street from 15th Avenue South to Central Avenue and provides connections to Gulfport and Downtown with 60-minute headways.
- Route 18: Provides service between Grand Central and Clearwater with 30-minute headways.
- Route 23: Crosses 31st Street at 22nd Avenue South and provides service to Downtown, Gulfport, and Tyrone Mall with 30-minute headways.
- Route 79: Serves 31st Street from 5th Avenue South to Central Avenue and provides service between Downtown and Largo with 30-minute headways.
- Route 90: Serves 54th Ave S with two trips per day as a commuter service to the beaches.
- Central Avenue Trolley (CAT): Provides service along Central Avenue with 30-minute headways between St. Pete Beach and Downtown. This route is anticipated to be truncated in Fall 2023 and serve Central Avenue only between Downtown and Grand Central Station.
- SunRunner BRT: The SunRunner began service in October 2022 as the first BRT in the Tampa Bay Region and provides connections along 1st Avenues North and South between St. Pete Beach and Downtown with 15-minute headways during most times of the day, and 30-minute headways after 8pm.

The annual ridership in FY 2022 for the eleven PSTA routes that traverse the study area are shown in the table below.

PSTA Route	FY 22 Ridership
7	116,834
9	309,774
11	156,272
14	277,981
15	120,381
18	705,429
23	139,900
79	287,795
90	20,486
CAT	592,629
SunRunner*	Began service in FY 23

Additional transit considerations for the study area are the existing bus transfer point along Roy Hanna Drive at the southeastern end of the study area and the planned Bus and Turn (BAT) lanes forthcoming on 34th Street. A planned LX service will accompany completion of the BAT lanes, currently under construction through 2024.

h. Access/connections to Activity Center(s) or Multimodal Corridor(s), as designated on the PPC Transit Oriented Vision Map;

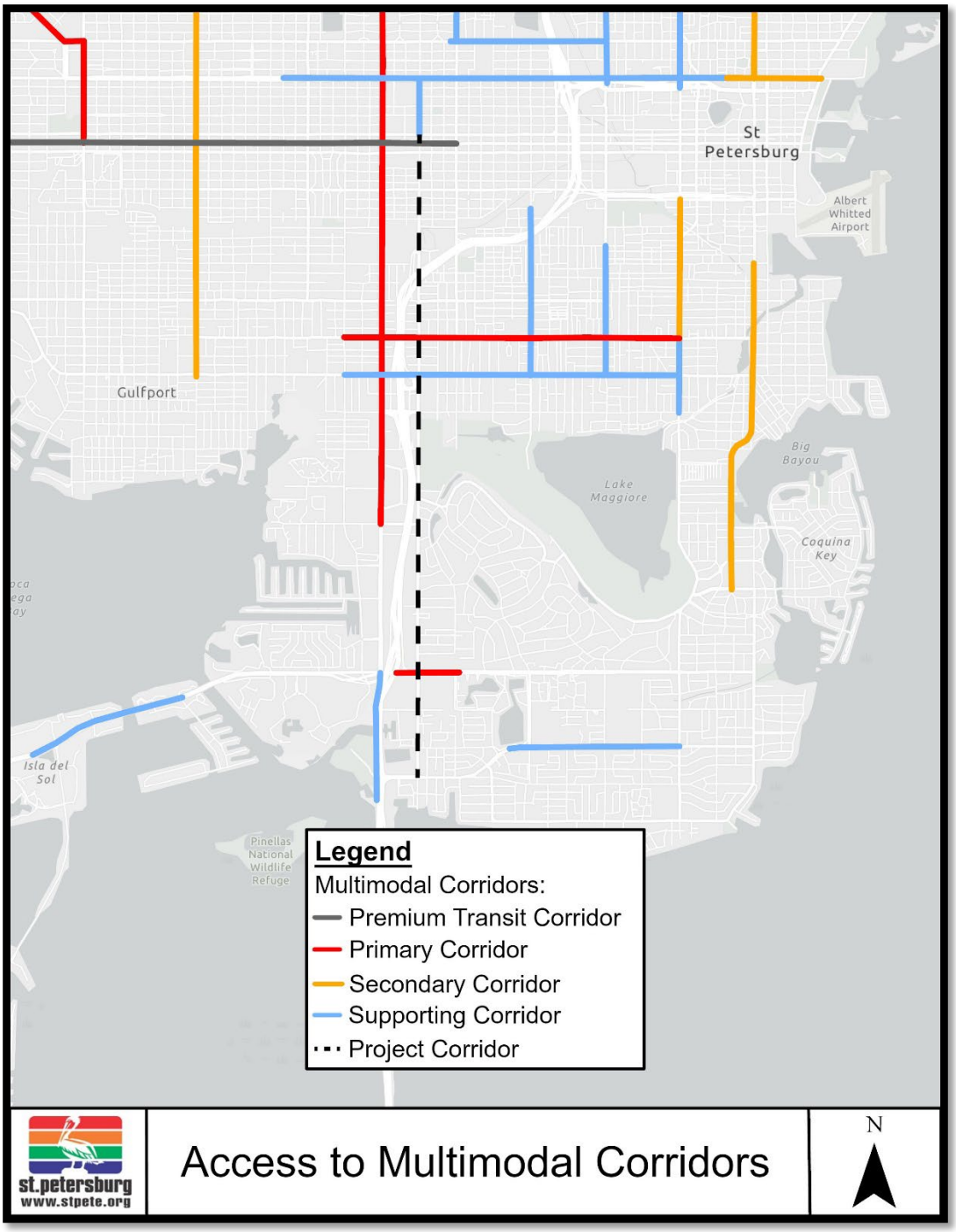


Figure 6 Multimodal Corridors

The study area crosses and provides access to multiple designated Multimodal Corridors:

- Premium Corridors: Central Avenue
- Primary Corridors: 34th Street, 54th Avenue South, 31st Street
- Supporting Corridors: 54th Avenue South, Pinellas Point Drive, 62nd Avenue South

A Special Activity Center on the Transit-Oriented Vision Map exists immediately north of this study area, and connection to that area is the primary goal of this study.

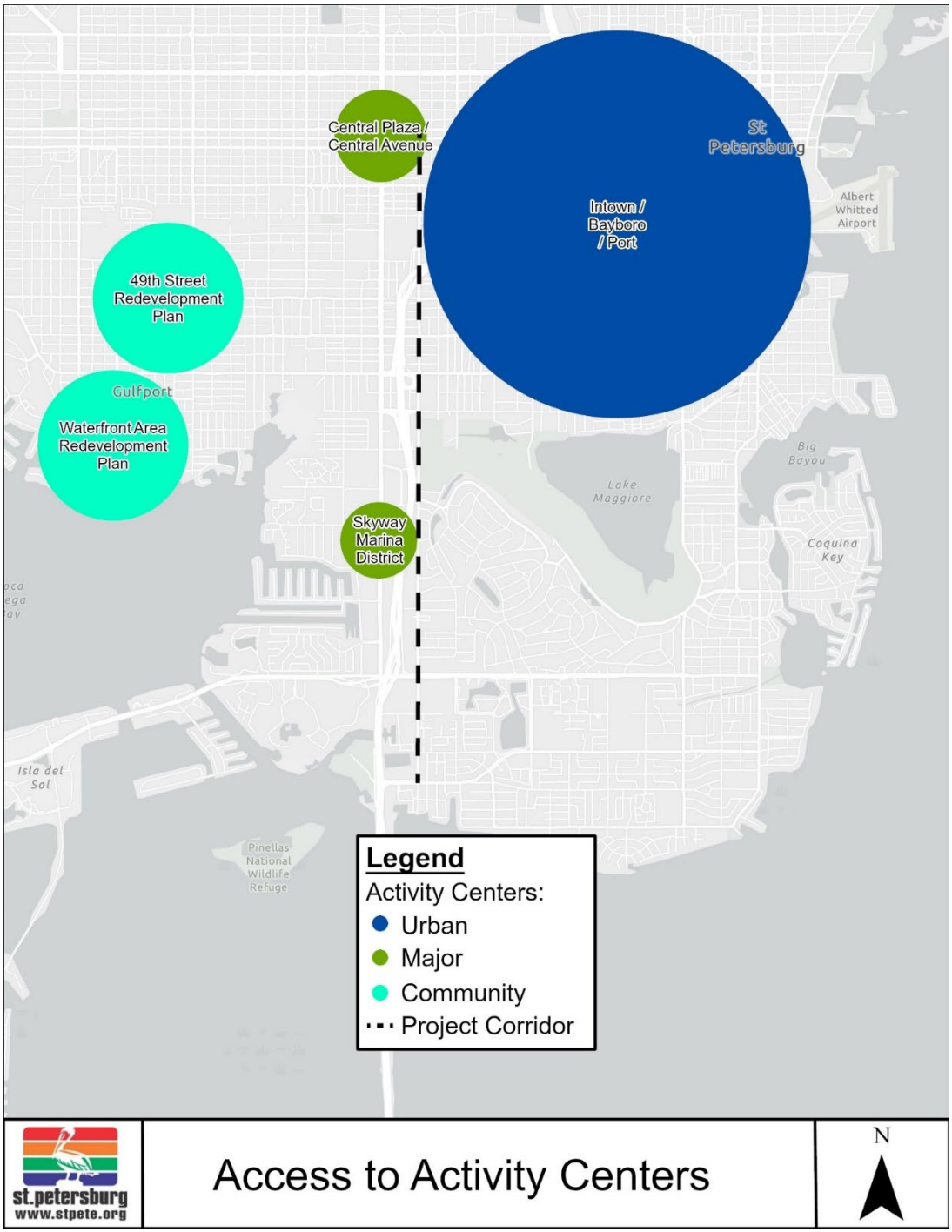


Figure 7 Activity Centers

i. Is the project within an adopted Community Revitalization Area (CRA)?;

Yes.

j. Describe how this project fits into an economic development or redevelopment strategy or plan, if applicable;

The current focus of the right of way in the study area is to move vehicles through, rather than to local businesses. Two of the major barriers to mobility in the study area are I-275 and 34th St., both major thoroughfares dividing St. Petersburg. The wide streets with high-speed traffic and discontinuous trail network present a challenge for pedestrians to cross and no comfortable or dedicated space for bicyclists, which is especially true for the many Floridians who have chosen to age in place with access to urban amenities. Connecting bicycle and pedestrian infrastructure will not only improve safety and access but will ease congestion and improve the economic viability of local businesses within the study area.

The study area has multiple key economic drivers for St. Petersburg including the Grand Central District, Union Central District, and Skyway Marina District commercial areas. There are also increases in residential density, Eckerd College, Maximo Park and the destination Skyway Trail and Bayway Trail providing access to the Gulf Coast beaches. Improving the non-motorized transportation network to better serve the current and future people on foot and bicycle and will support similar investments by these regional destinations.

The 31st Street corridor has connections through the Warehouse Arts District, including the St. Pete Distillery at the edge of the Warehouse Arts District. The Warehouse Arts District is located between 16th Street and 31st Street between 10th Avenue South and 1st Avenue and has transformed from a primarily industrial area to a community of emerging and established artists. Proposed zoning changes could increase the intensity of mixed-use to support the premium SunRunner transit service. The activation of the space within the Warehouse Arts District has increased the level of pedestrian and bicycling activity, which strengthens the City's goals of providing safe pedestrian access to the district.

The corridor also has connections to the South St. Petersburg Community Redevelopment Area (CRA). The South St. Petersburg CRA was established to promote reinvestment in housing and neighborhoods, commercial corridors, business development, and education and workforce development within the South St. Petersburg CRA. The CRA, which is 4,777 acres, is the largest in St. Petersburg and one of the largest in Florida. The CRA encompasses Greater Childs Park, more than twenty neighborhood and business associations, and two Florida Main Street Districts. This project builds upon the City's strong track record of meaningful engagement of the public and key stakeholders, particularly residents and businesses from underserved and historically disadvantaged communities within the South St. Petersburg CRA, in the planning, design, and execution of St. Petersburg's transportation plans and projects.

k. Does the project corridor have street lighting? Will the project add/enhance street lighting along the corridor?; and

Yes, the project study area has street lighting. However, this Concept plan will review the existing lights to identify locations that need to be repaired or upgraded to current standards. In particular, the Concept plan will look at intersection lighting that would be supportive of improved comfort for the bicycle network, trails, and pedestrian crossings. It will also specifically address lighting for the I-275 underpass and trail approaches.

2. Provide a cost estimate and documentation of the local match being provided by the applicant.

Given that a consultant would be engaged in the process, a detailed scope of the Concept Plan has not been developed but given experience with similar efforts it is anticipated that the cost to develop the plan will be approximately $100,000. The City requests that $100,000 of study costs be covered by the Forward Pinellas Complete Streets Program though may be able to complete the study, or portions thereof, if a lesser amount were awarded. Any additional study costs and the costs to implement the resulting recommendations are anticipated to be borne by local funds that include the City of St. Petersburg's Complete Streets FY24 appropriation (Multimodal Impact Fees).

3. Describe how the project will serve multiple travel modes, including walking, bicycling and transit use.

This project will be a catalyst for transformative change. That change starts with the environment presented when people step outside their homes and businesses. The needs of motorists are already served in the study area whereas other roadway users are not yet equitably accommodated with facilities that are connected to each other to reach the various destinations along and adjacent to 31st Street. To that end, this Concept plan specifically seeks to identify improvements and amenities that make walking, bicycling, and accessing bus stops equally safe, comfortable, and convenient options.

The Concept plan will consider the application of corridor-level modifications such as new trail segments, potential lane repurposing to establish a connected bikeway network, safe and regular crossing opportunities, and intersection configurations, while also considering any right-of-way needs and constraints. All pedestrian improvements are inherently transit-supportive, and all concepts would sustain or improve access pathways and/or stop amenities for PSTA bus stops.

4. Describe the local planning requirements that make the area surrounding the project corridor supportive of multimodal transportation improvements. For example, does the local land use plan encourage mixed use development? Does the local land development code require buildings to be located adjacent to the ROW line or enable reduced surface parking? Does the local plan facilitate connectivity of local road, bicycle and/or pedestrian networks? Please refer to the Planning and Urban Design Principles in the Forward Pinellas Countywide Plan for more examples of desired local planning requirements;

St. Petersburg is defined by the established urban grid of streets, which provides multiple route and mode options for getting around. This specific study area already features many of the urban form elements identified in the planning and urban design principles as enumerated in Land Use Component Goal 16 of The Countywide Plan Strategies (2015).

Specifically, this Concept Plan will identify Connectivity and Public Realm Enhancements for the study area. This effort builds upon the community and stakeholder discussions completed for the Complete Streets Implementation Plan, the Skyway Marina District Plan and Union Central Plan, all of which identified the actions required to transform the transportation network towards the goals outlined in these plans. The City is currently completing a study for the Grand Central District, which builds upon the goals and objectives of the Complete Streets Implementation Plan. The City will soon partner with PSTA for a South St. Petersburg CRA Mobility Study that's likely to consider opportunities to improve transit access along 31st Street South.

Additional efforts in the area includes completion of resurfacing of 34th Street, which will include dedicated transit lanes north of 54th Avenue South. An express service is planned to utilize the dedicated lanes and both the City and PSTA continue to look at options to make best use of that forthcoming transit facility, including how the areas around the planned stops could be enhanced for Transit Oriented Development (TOD). The same partnership continues to explore TOD opportunities through implementation of recommendations from the SunRunner Rising study, which includes potential Comprehensive Plan changes that would be beneficial to maximizing the multimodal investments in this study area as well.

5. It is expected that these projects will move forward for implementation/construction. Provide a project schedule to highlight the anticipated timeline for completion of the concept planning project. Please include a proposed timeline for the design and ultimate implementation/construction of the project.

The anticipated initiation of this Concept Planning effort is late summer-early fall 2024. Approximately 9 months will be required for completion of the envisioned Concept Plan as defined in this application. The Concept Plan would include short, medium, and long-term recommendations that target construction within 1-5 years as projects become programmed for funding, which could include state and federal sources.

Following completion of the Concept Plan in mid-2025, the remaining timeline for completion includes 12-15 months for final design. A detailed timeframe for construction will be developed upon completion of the Concept Plan.

6. What percentage of parcels along the corridor are vacant?

A total of 9% of the land area is vacant and developable. An additional 0.73% of the land area within the study area is used for parks, water plants, and other civic utilities.

7. Describe how the parcels along the corridor are underdeveloped or underutilized and would benefit from complete streets treatments.

The destinations connected through this study area are key economic drivers for the City and all of Pinellas County. Reconfiguring the streets to better serve people on foot and bicycle fits with the similar investments such as the premium transit line along 34th Street at the northern end of the study

area. The Grand Central District, Skyway Marina District, Warehouse Arts District, and points along 31st Street are rapidly redeveloping, but without adequate accommodation for safe and comfortable non-motorized transportation access.

8. Provide the percentages of each existing land use category that is within ¼ mile of the centerline of the roadway included in this application.

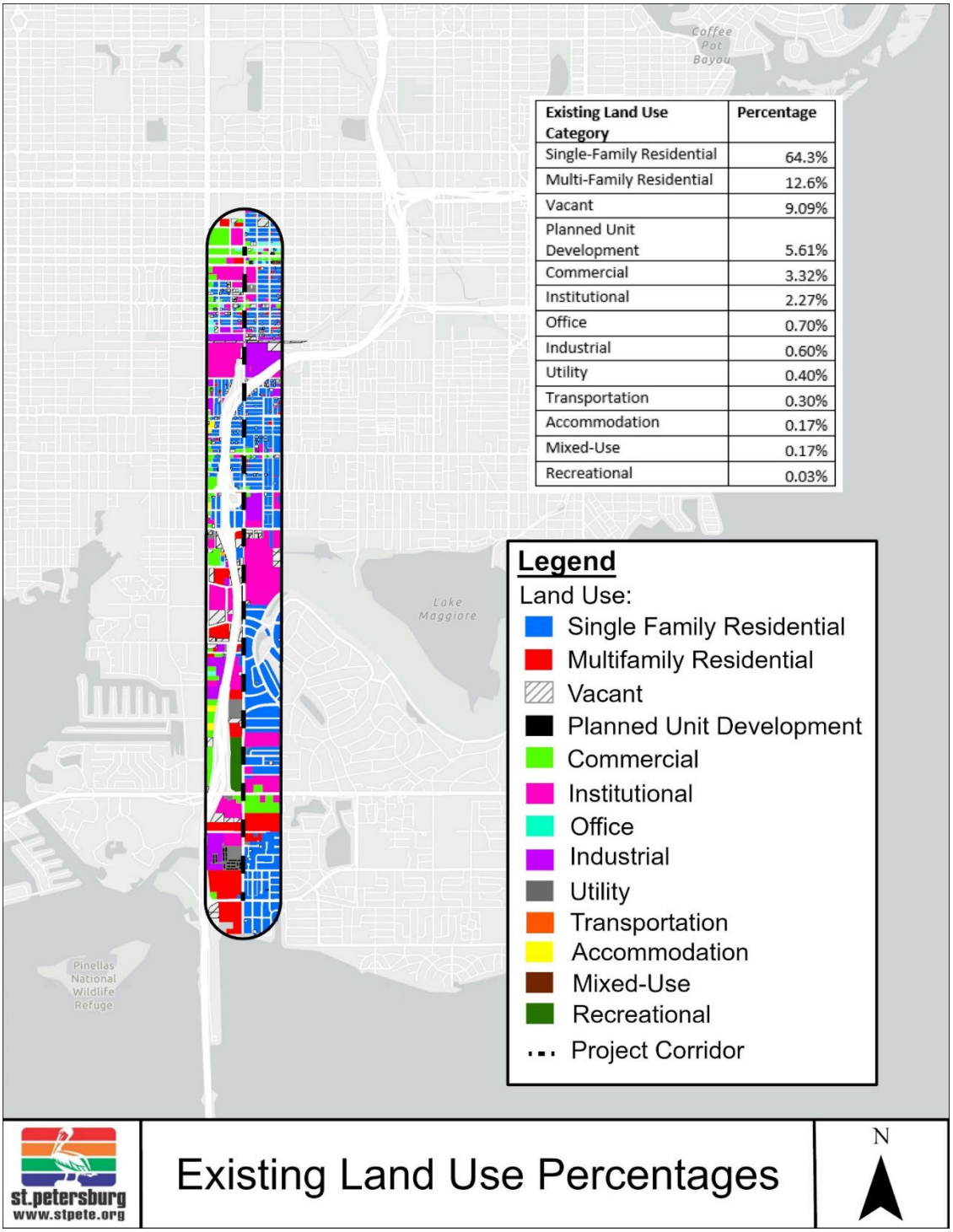


Figure 7 Existing Land Use

9. Is the project located an in area designated by Forward Pinellas as an environmental justice area? For minority, low income or both?

Most of the study area is within an identified minority only Environmental Justice area, as noted in the below.

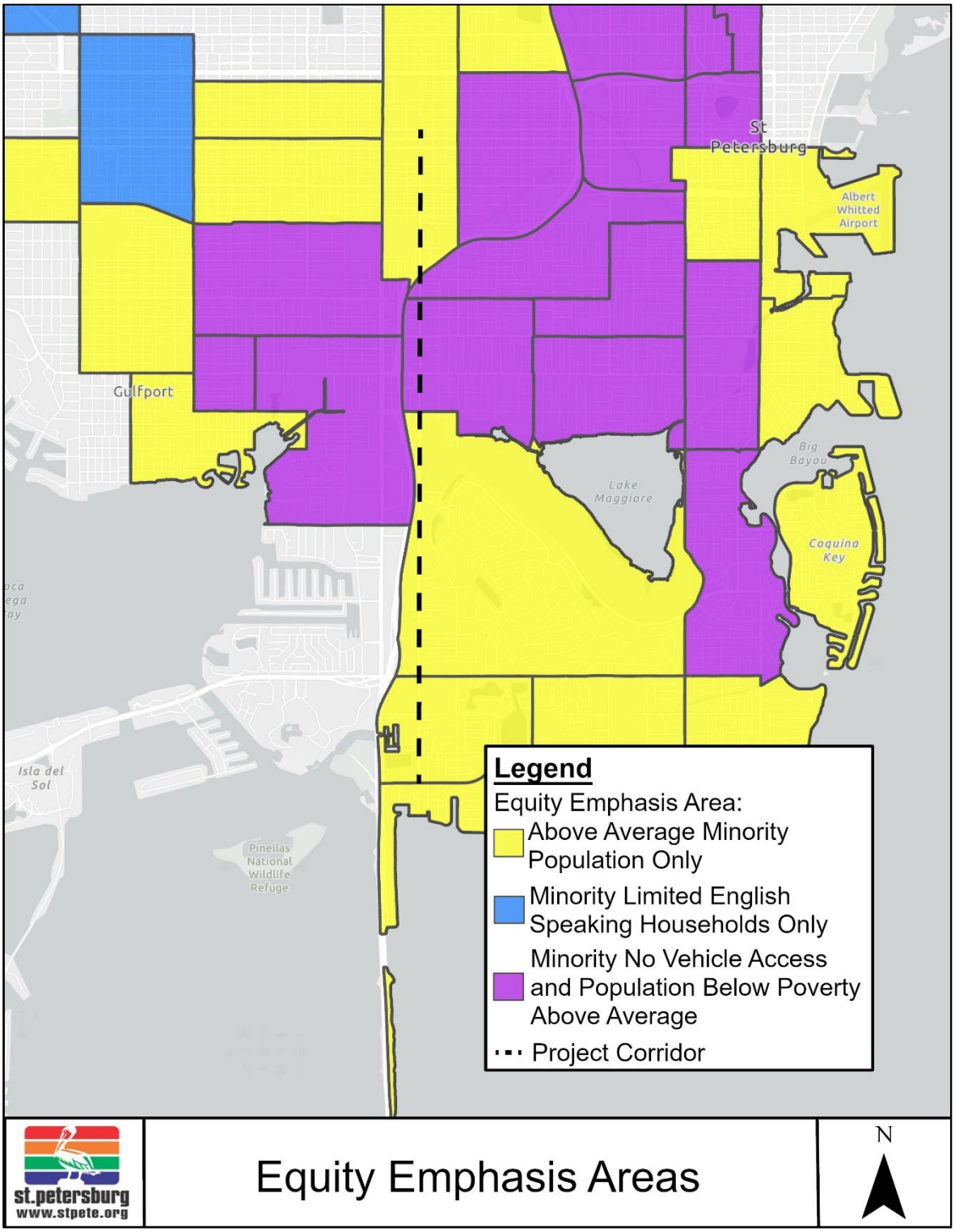


Figure 2 Equity Emphasis Area

10. Describe how the transportation disadvantaged (persons with disabilities, children, the elderly and low income) populations will be served by the improvements proposed.

Residents in the census tracts surrounding the project corridors experience higher rates of poverty and lower rates of vehicle ownership. Health data shows higher rates of physical inactivity, obesity, diabetes, and other chronic health conditions and behavioral risk factors compared to the rest of the City. The current street configuration has not adequately considered nor addressed the needs of people outside cars. Transportation Disadvantaged residents will benefit from the project in multiple ways. The vision for this project is to determine equitable and evidence-based transportation design strategies to not only improve road safety and transportation accessibility for all users but also Improved crossings and lighting will increase the safety of the area and can reduce crashes between motor vehicle drivers and vulnerable roadway users. Connected bicycle infrastructure will make utilizing a bicycle as a means of transportation more appealing and comfortable for riders of all ages and abilities. All of the proposed pedestrian improvements also benefit transit riders, since transit riders typically walk to and from bus stops and a primary aim of the project is to moderate motor vehicle speeds and create a better pedestrian environment at each of the intersections as a part of adding separated bicycling facilities and crossings.

11.Describe how the project would increase access to healthy food for minority, low-income or both populations in the abutting and adjacent communities.

The study area has ample opportunity to access fresh and healthy foods, but primarily by vehicular travel. For the transportation disadvantaged or those without access to a vehicle, it is difficult to access the nearby Publix stores, Walmart, or other healthy food options. The expansion of trail connections will increase access to the grocery stores for those who must bicycle or walk to them. Additionally, coordination between PSTA and the City through this study can help reorient the bus stops closer to the grocery store entrances to make them more convenient and desirable.

12. Would you be willing/able to accept a lower grant allocation than the amount you requested? If yes, what is the minimum allocation you would need for the project?

This grant will be a catalyst to advance this particular project, and $100k would be sufficient to establish plans for a proactive multimodal environment that anticipates the expected redevelopment and continued urban growth along and, in the blocks, surrounding the concept planning study area. However, the City could provide a 20-50% match if necessary, or adjust the project scope to phase the study.

Attachments

1. City Council resolutions documenting project and grant application support
    a. 2019-226 approving the Complete Streets Implementation Plan
    b. 2015-540 supporting the Complete Streets Policy
    c. 2014-162 approving Administration submittal of grant application(s)
2. FY24 Approved Capital Improvements Program excerpt demonstrating local funding support
3. Mayor's Bicycle Pedestrian Advisory Committee (BPAC) documentation of grant application support
    a. Memo regarding support from Mayor's BPAC
    b. Draft Minutes from the September 20, 2023, BPAC Meeting
4. Letters of Support
    a. Lakewood Estates Civic Association
    b. Blue Sky Communities
    c. Skyway Marina District

Attachment 1a

2019-226 approving the Complete Streets Implementation Plan

NO. 2019-226

A RESOLUTION APPROVING THE ST. PETERSBURG COMPLETE STREETS IMPLEMENTATION PLAN ("PLAN"); AUTHORIZING THE CITY ADMINISTRATION TO MAKE NON-SUBSTANTIVE CHANGES AS NECESSARY TO THE DRAFT PLAN PRIOR TO PUBLICATION OF THE FINAL PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg ("City") Comprehensive Plan's Vision Element directly supports the principle that mobility afforded to the individual is fundamental to the success of the City's land use and transportation system; and

WHEREAS, through implementation of the City's Complete Streets Program, streets are designed and operated to promote safety and accessibility for all users of the transportation network, including pedestrians, bicyclists, transit riders, motorists, commercial and emergency vehicles, and people of all ages and physical and economic abilities; and

WHEREAS, the City has stated its desire for inclusion of a Complete Streets philosophy within the Transportation Mission Statement in the Vision Element, which states: "St. Petersburg will have a livable balance of connected transportation options for all of its citizens. Pedestrian and bicycle facilities shall be designed, encouraged and celebrated as indicators of a healthy city. Public transit shall be sensitive to the context of neighborhoods and integrated into future economic and development plans"; and

WHEREAS, the City recognizes the potential benefits to its sustainability efforts, the local economy, and other positive transformations that may occur with investments made in implementing Complete Streets; and

WHEREAS, the City has a significant interest in maintaining a sustainable transportation system, and increasing the opportunity for bicycle and pedestrian travel as an alternative to the automobile which reduces the City's reliance on fossil fuels which places the City of St. Petersburg in a position to more effectively reduce greenhouse emissions and improve air quality; and

WHEREAS, St. Petersburg desires to be a city of opportunity whereby the health and wellness of its citizens is considered vital to the overall shared success of the City and a

transportation network that considers the needs of all users will be a key component toward providing access to healthy lifestyles; and

WHEREAS, the City desires to complement the efforts being adopted by communities across the nation at all levels of government, including the Federal Safe Streets Act of 2014; the Florida Department of Transportation, which has adopted a Complete Streets Policy; and the Pinellas County Transportation Plan, which includes an endorsement of Complete Streets elements; and

WHEREAS, on November 2, 2015, the Complete Streets City Administrative Policy #020400 became effective, which included the requirement to create and adopt the Complete Streets Implementation Plan ("Plan"); and

WHEREAS, on November 12, 2015, City Council passed Resolution 2015-540, wherein the Council affirmed its support of the Complete Streets Program and Administrative Policy #020400, thus launching the development of the Plan; and

WHEREAS, since July 2016, the City's Complete Streets Committee has convened monthly to guide Plan development; and

WHEREAS, on November 10, 2016, City Council approved an agreement with Kimley-Horn and Associates, Inc. to assist the City's efforts to create the Plan; and

WHEREAS, beginning in Spring 2017, the City hosted four area-wide public workshops to solicit public input with respect to goals and ideas for Complete Streets; and

WHEREAS, on October 3, 2017, the City hosted a city-wide open house to share the Plan's initial findings; and

WHEREAS, on December 12, 2018, another city-wide public meeting was held to share the first draft of the Plan with the community; and

WHEREAS, this final draft Plan before the City Council will serve as a long-term vision and blueprint for how St. Petersburg's street network should be designed and function over the next two decades, which will also be responsive to changing conditions and public engagement in five-year increments; and

WHEREAS, the final draft Plan may require non-substantive edits necessary prior to the publication of the final Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg that this Council hereby approves the final draft of the Complete Streets Implementation Plan ("Plan"), in order to create a comprehensive, integrated, and connected network where Complete Streets are designed and operated to promote safety and accessibility for all users of our roads, trails, and transit systems, including pedestrians, bicyclists, transit riders, motorists, and operators of commercial and emergency vehicles, and people of all ages and physical and economic abilities.

BE IT FURTHER RESOLVED, that it is this City Council's intent to authorize the City Administration to make any non-substantive changes to the attached final draft Plan necessary to publish the final Plan.

This resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 2nd day of May 2019.

Charlie Gerdes, Chair-Councilmember
Presiding Officer of the City Council

ATTEST:

Chan Srinivasa, City Clerk

Attachment 1b

2015-540 supporting the Complete Streets Policy

NO. 2015-540

A RESOLUTION SUPPORTING THE COMPLETE STREETS PROGRAM; PROVIDING THAT IT IS THE CITY'S INTENT THAT ALL APPROPRIATE SOURCES OF FUNDING, INCLUDING CITY, COUNTY, STATE AND FEDERAL SOURCES ARE DRAWN UPON TO IMPLEMENT THE COMPLETE STREETS PROGRAM; INSTRUCTING THE CITY CLERK TO TRANSMIT A COPY OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Vision Statement directly supports the principle that mobility afforded to the individual is basic to the success of the City's land use and transportation system; and

WHEREAS, through implementation of the City's Complete Streets Program, streets are designed and operated to promote safety and accessibility for all users of the transportation network, including pedestrians, bicyclists, transit riders, motorists, commercial and emergency vehicles, and people of all ages and physical and economic abilities; and

WHEREAS, the City has stated its desire for inclusion of a Complete Streets philosophy within the Transportation Mission Statement in the Vision Element of the Comprehensive Plan which states, "St. Petersburg will have a livable balance of connected transportation options for all of its citizens. Pedestrian and bicycle facilities shall be designed, encouraged and celebrated as indicators of a healthy city. Public transit shall be sensitive to the context of neighborhoods and integrated into future economic and development plans"; and

WHEREAS, the City has, through the implementation of the CityTrails Bicycle Pedestrian Master Plan, made significant progress toward development of a pedestrian and bicycle network throughout St. Petersburg that has helped to create a more balanced transportation system that enhances mobility; and

WHEREAS, the City updated its Land Development Regulations to recognize the importance of providing context-sensitive land use planning that supports the desire of the City to improve the balance in the community's mobility as well as to help create unique and long-lasting places; and

WHEREAS, the City recognizes the potential benefits to the local economy and positive transformations that may occur with investments made in implementing Complete Streets; and

WHEREAS, the City has a significant interest in maintaining a sustainable transportation system, and increasing the opportunity for bicycle and pedestrian travel as an alternative to the automobile which reduces the City's reliance on fossil fuels which places the City of St. Petersburg in a position to more effectively reduce greenhouse emissions and improve air quality; and

WHEREAS, St. Petersburg desires to be a city of opportunity whereby the health and wellness of its citizens is considered vital to the overall shared success of the City and a transportation network that considers the needs of all users will be a key component toward providing access to healthy lifestyles; and

WHEREAS, the City desires to complement the efforts by the Florida Department of Transportation (FDOT) that adopted a Complete Streets Policy in September 2014 which states in part that the "Department will routinely plan, design, construct, reconstruct and operate a context-sensitive system of 'Complete Streets'. While maintaining safety and mobility, Complete Streets shall serve the transportation needs of transportation system users of all ages and abilities"; and

WHEREAS, the Pinellas County Transportation Plan includes an endorsement of Complete Streets elements that are similar to those in the FDOT Complete Streets Policy by establishing goals that call for the provision of a balanced and integrated multi-modal transportation system for local and regional travel that enhances quality of life and promotes sustainability.

NOW, THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg that this Council hereby affirms its support of the Complete Streets Program, including City of St. Petersburg Administrative Policy #020400 regarding the Complete Streets Program, which calls for the City of St. Petersburg to continue the development of its transportation system with the intent to create a comprehensive, integrated, and connected network where Complete Streets are designed and operated to promote safety and accessibility for all users of our roads, trails, and transit systems, including pedestrians, bicyclists, transit riders, motorists, and operators of commercial and emergency vehicles, and people of all ages and physical and economic abilities.

BE IT FURTHER RESOLVED, that it is this City Council's intent that all appropriate sources of funding, including City, County, State and Federal sources, are drawn upon to implement the Complete Streets Program.

BE IT FURTHER RESOLVED, that the City Clerk is instructed to transmit a copy of this Resolution to the President of the United States, the United States Senate Majority Leader, the Speaker of the United States House of Representatives, the United States Secretary of Transportation, the State of Florida Department of Transportation Secretary, members of the Pinellas County Legislative Delegation, and the Executive Director of the Pinellas County Metropolitan Planning Organization and Pinellas Planning Council.

This resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 12th day of November, 2015.

Charles Gerdes, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: _____
Chan Srinivasa, City Clerk

CITY OF ST. PETERSBURG, FLORIDA.
RE-INCORPORATED A.D. 1903.

Attachment 1c

2014-162 approving Administration submittal of grant application(s)

NO. 2014 -162

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO SUBMIT GRANT APPLICATIONS WHICH REQUIRE PRIOR APPROVAL BY CITY COUNCIL FOR SUBMISSION; TO REPRESENT TO THE GRANTOR THAT CITY COUNCIL HAS APPROVED THE SUBMISSION OF THE GRANT APPLICATIONS; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO SUBMIT SUCH GRANT APPLICATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, some applications for grants require approval of the application by City Council as a condition for submission of applications; and

WHEREAS, this requirement sometimes creates a shortage of time for preparing and presenting an item for City Council approval in time to meet the grant application deadline; and

WHEREAS, the purpose of this resolution is to provide the Administration with blanket authority to apply for grants to enable the City to meet deadlines for submission of grant applications; and

WHEREAS, acceptance of all grants awarded must be approved by City Council.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to submit grant applications which require prior approval by City Council for submission; to represent to the grantor that City Council has approved the submission of the grant application; and to execute all documents necessary to submit such grant applications.

This resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 17th day of April, 2014.

William H. Dudley, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: Eva Andujar
Eva Andujar, City Clerk

CITY OF ST. PETERSBURG, FLORIDA
INCORPORATED A.D. 1903

Attachment 2

FY24 Approved Capital Improvements Program excerpt illustrating annual capital funding to demonstrate local funding support

FY24 Capital Improvement Program (CIP)

HOUSING CAPITAL IMPROVEMENT

Affordable/Workforce Housing	$750,000
Total Housing	***$750,000***

GENERAL CAPITAL IMPROVEMENT

17th Street N Over Booker Creek	$2,250,000
62nd Ave S at Maximo	2,812,500
Fleet Facility Replacement - Building A	3,000,000
Little St. Mary's Restroom Imps	100,000
MOB Repairs and Improvements	1,840,000
Pier Sidewalk Expansion (Tram Path)	300,000
Pier SW Facility Improvements	100,000
Enoch Davis Recreation Center Imp	250,000
Ferry Dock	250,000
Infrastructure TBD	930,000
Police CAD/RMS Mobile System	244,242
Transfer to Stormwater Drainage CIP	250,000
Total General Capital	***$12,326,742***

PUBLIC SAFETY CAPITAL IMPROVEMENT

Fire Engine 5/F495 Replacement	$314,000
Ladder Truck 13/F429 Replacement	1,294,000
Police Take Home Vehicles	648,000
Total Public Safety	***$2,256,000***

BIKE/PEDESTRIAN CAPITAL PROJECTS

18th Ave South Complete Streets	$1,341,235
22nd Street S - 5th A/S to 1st A/N	351,248
28th Street - 18th A/S to 5th A/S	404,333
62nd A/S Trail - 22nd to MLK St	198,467
6th Street - 4th A/S to Mirror Lake Drive	392,244
North Shore Elementary Sidewalks	125,508
Total Bicycle/Pedestrian Capital	***$2,813,035***

CITYWIDE INFRASTRUCTURE CAPITAL IMPROVEMENT

Neighborhood Enhancement	$50,000
62nd A/N, East of 1st Street	3,500,000
Alley/Roadway Reconstruction - Brick	200,000
Alley Reconstruction - Unpaved	200,000
Curb Replacement/Ramps	400,000
School Zone Upgrades	600,000
Sidewalk Reconstruction	1,300,000
Street and Road Improvements	5,400,000
Traffic Signal/BRT System Upgrades	400,000
Complete Streets	400,000
Foster Hill Dr. & 38th A/N Modifications	100,000
Neighborhood Trans Mgmt. Program	150,000
Sidewalks - Expansion Program	350,000
Sidewalks - Neighborhood & ADA Ramps	350,000
Wayfaring Signage and Sign Replacement	100,000
17th S/N Over Booker Creek	1,000,000
2nd S/N Over Tinney Creek	300,000
Overlook Dr NE Over Smacks Bayou	350,000
Snell Isle Blvd NE Over Coffee Pot Bayou	300,000
7th Street N Over Gateway	400,000
58th St N Over Bear Creek	300,000
62nd Ave S at Maximo	1,187,500
Bridge Life Extension Program	1,000,000
Sanitary Sewer Annual Pipe Repair/Repl.	5,000,000
Sanitary Sewer Annual Pipe CIPP Lining	2,000,000
Affordable Housing Land Acquisition	1,750,000
Fleet Facility Replacement - Building A	3,300,000
Seawall Renovation & Replacement	1,055,000
Transfer to Debt Service Fund (Bridge)	817,393
Total Citywide Infrastructure	***$32,259,893***

Attachment 3a

Memo from Bicycle Pedestrian Advisory Committee

st.petersburg
www.stpete.org

MEMORANDUM

To: Forward Pinellas Board Members

From: Cheryl N. Stacks, P.E., PTOE, AICP, Transportation Manager */s/ Cheryl N Stacks*

Date: October 2, 2023

Subject: Support for the City of St. Petersburg Complete Streets program project applications

---

At its September 20, 2023, meeting, the Mayor's Bicycle Pedestrian Advisory Committee (BPAC) voted to indicate support for the City of St. Petersburg's applications for Complete Streets Program funding, which is prioritized by Forward Pinellas and typically administered by the Florida Department of Transportation. The draft minutes of the meeting are attached for reference.

The BPAC members expressed excitement over the opportunities presented in these candidate projects, which are included in the City's Complete Streets Implementation Plan, adopted in May 2019. Moreover, the Complete Streets Construction project application is included in the Grand Central District Master Plan. Specifically, these candidate projects include:

- Concept Planning: 31st Street Planning Study
- Construction: Grand Central District Curb Extensions

The Complete Streets Planning Study will allow the City to develop recommendations for bicycle and pedestrian infrastructure types needed for 31st Street. The study will help the City to determine how to improve the corridor's ability to serve as a connection between several activity centers and districts, including but not limited to the Skyway Marina District, Union Central, Grand Central District, and the Warehouse Arts District. The Complete Streets Construction Project, for permanent curb extensions in the Grand Central District, will follow on an interim safety improvement and allow for the bulb outs to serve an economic development and sustainability function.

As noted during the presentations to the BPAC for their consideration of the project applications, the City believes these candidate projects will provide safer streets for all roadway users and serve as catalysts for better placemaking that integrates land use and transportation. We look forward to the support of Forward Pinellas and are excited at the continued opportunity to collaborate in bringing forth more Complete Streets.

Attachment 3b

Draft Minutes from September 20, 2023, Bicycle Pedestrian Advisory Committee Meeting

City of St. Petersburg, Florida

Mayor's Bicycle and Pedestrian Advisory Committee

September 20, 2023, Meeting Minutes

Call to Order 7:34 am

Members in attendance: Mallory Arents, Haley Busch, Josette Green, Toby Vongkoth, Alex Willoughby, Gordon Brown, Peter Hood, Brian Peret, Mary Shaw, Carolyn Baar, Anne Fidanzato

Others in Attendance: Charlie Guy, Kyle Simpson, Stacie Steinke, Joe Camera, Kristen Ehrlich

City Staff in Attendance: Jonathon Westman, Kyle Hurin, Brejesh Prayman, Corey Malyszka, Evan Mory, Cheryl Stacks, Maika Arnold, Elisabeth Staten

Approval of Meeting Minutes:

The June 2023 meeting minutes were unanimously approved.

Public Comment:

A member of the public asked for stronger restrictions on electric vehicles illegally using the sidewalk, such as steeper fines and citations.

Presentations:

Grant Application Updates:

- Staff provided an update on Forward Pinellas grants being pursued: Complete Streets and Transportation Alternative. The City is pursuing a Complete Streets Planning grant for 31st Street, to examine the bicycle and pedestrian infrastructure needs. The City is pursuing a Complete Streets Construction grant to convert interim painted bulb-outs to concrete, permanent bulb-outs at 21st Street, 23rd Street, and 27th Street, as recommended by the Grand Central Master Plan. The City is also submitting three Transportation Alternatives applications has: Filling sidewalk gaps on 9th Avenue North from Tyrone Boulevard to Country Club Road; Filling sidewalk gaps in the Warehouse Arts District on Emerson Avenue, 6th Avenue South, 27th and 26th Streets as recommended by the WADA/Deuces Live plan; and the creation of the Lakewood Trail between 31st Street South to Country Club Way.
- Staff noted that there are no updates regarding the Safe Streets and Road for All Grant.
- Staff indicated that the City is applying for the Reconnecting Communities grant to fund a planning study on the two-way conversion of 8th Street and MLK Street.

A member asked if there had been any recent feedback from the community for the 9th Avenue North project and staff advised there was roughly two years ago prior to initial design. A member asked how the department decides which projects to pursue. Cheryl explained that it is based on several criteria outlines in the application and which projects have existing support through adopted plans.

Carolyn Baar made a motion to attach a letter of support for the grant applications and Gordon Brown made the second. The motion passed unanimously.

Construction Action Plans; Maintenance of Traffic Plans:

- Corey Malyszka presented an overview of Construction Action Plans (CAPs) which were adopted in December of 2019 and allow staff to negotiate the effects of construction on parking, sidewalks, and bicycle infrastructure with the contractors.
- Brejesh Prayman presented an overview of Maintenance of Traffic (MOT) Plans and explained that zero lot lines, adjacent construction, and minor renovations can all affect the type of temporary traffic control that is needed. There can also be several MOT plans for different phases of the construction.
- Evan Mory presented several examples of MOT signage being placed or removed improperly and Corey explained that an inspector visits site biweekly or as needed.

Members had several questions regarding the timing of permitting, removal of access to walkways, and the availability of CAPs to the public. Staff explained that walkways are closed when adjacent construction is unable to safely provide access through their site and that Engineering is currently working on creating a database for existing and future construction projects and closures and contact information will be provided to members to report any issues they see. A member asked how special event closures are coordinated with other departments and the neighborhoods affected. Staff explained that all departments coordinate on closures for special events led by the Police Department and improved coordination and communication with the neighborhoods affected can be examined.

New business

Next month's meeting will discuss bicycle and pedestrian safety and education with staff from CUTR.

Member Updates:

- A member requested to add a topic to a future agenda: an update on micro mobility, including safety. Staff agreed to add the topic to a future agenda.
- A member asked if the City has considered designating Central Avenue as car-free. Staff mentioned that Car Free St. Pete is an organization to get involved with for those interested in similar concepts.

Updates, Announcements, and Events:

Staff reminded everyone to participate in the Bike Friendly Communities survey that supports the City's Bike Friendly renewal application, and encouraged sharing it with other bicyclists in the community.

Adjournment at 9:00 am

This publication can be made available in alternative formats for persons with disabilities by calling 727- 893-7345 or 711 for the Florida Relay Service or e-mailing the ADA Coordinator, at lendel.bright@stpete.org. Please allow 72 hours for your request to be processed. The City of St. Petersburg does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services or activities.

The City does not discriminate on the basis of disability in its hiring or employment practices. Questions, concerns, complaints or requests for additional information regarding the Americans with Disabilities Act may be forwarded to the City's ADA Coordinator- Lendel Bright – 727-893-7229, Email- lendel.bright@stpete.org, fax- 727-551-3247.

La ciudad de St. Petersburg se compromete a garantizar que el acceso al programa vital esté disponible para todos los ciudadanos y visitantes. Si necesita traducción de idiomas para acceder a esos programas o documentos, comuníquese con el Coordinador de Diversidad y ADA de la Ciudad al 727-893-7345 o lendel.bright@stpete.or

Attachment 4a

Letters of Support
Lakewood Estates Civic Association

Lakewood Estates Civic Association, Inc.
P. O. Box 15903
St. Petersburg, FL 33733

RECEIVED
MAY 30 2023
CITY OF ST PETERSBURG
TRANSPORTATION & PARKING

May 24, 2024

Ms. Cheryl Stacks
Mr. Evan Mory
City of St. Petersburg
P O Box 2842
St. Petersburg, FL 33713

Re: Pedestrian Crosswalks, 31st Street S

Dear Cheryl and Evan:

This is formal notification that the Lakewood Estates Civic Association has no objection to, and indeed endorses, the city's plan to install lighted pedestrian crosswalks on 31st Street South. Our understanding is that these will be placed at or near the intersections with Desoto Way South, 38th Avenue South, and 35th Avenue South. The Association polled its membership of about 509 households and received only one objection, based on the individual's concerns about the crosswalks impeding automobile traffic. We do not believe that these crosswalks will have any more significant impact on cars than the ones in place on 4th Street North. In fact, if they slow things down, that will be a good thing. Regular directed patrols by the SPPD on this street produce an astonishing number of tickets for excess speed.

We understand from conversations with our member Kristen Ehrlich that there are plans for further upgrades/safety measures for this street and would appreciate being kept in the loop as these plans move forward. Our members are in favor of a traffic light at 38th Avenue S. This will not only make left turns safer; it will slow things down on the long stretch between 26th Ave S and 54th, which for lack of any control device is a virtual racetrack.

Sincerely,

Judy Ellis
President

cc: Ms. Kristen Ehrlich

Attachment 4b

Letters of Support
Blue Sky Communities

Blue Sky Communities
180 Fountain Parkway N
Suite 100
St. Petersburg, FL. 33716

October 6, 2023

Ms. Chelsea Favero
Forward Pinellas
310 Court Street
Clearwater, FL 33756

Subject: Blue Sky Communities support for the City of St. Petersburg's 31st Street Complete Streets Concept Planning Project Application

Dear Ms. Favero,

On behalf of Blue Sky Communities, I would like to indicate our strong support for the City of St. Petersburg's 31st Street Complete Streets Concept Planning Project Application. The proposed planning study will review the 31st Street corridor from 1st Avenue North to Pinellas Point Drive, completing meaningful community engagement with corridor stakeholders and a detailed traffic analysis to develop improvements that further the goals of the Complete Streets Implementation Plan which aims to provide a low-stress bicycle and pedestrian network across St. Petersburg, connecting neighborhoods with commercial centers.

As our affordable housing community, Skyway Lofts, is but several blocks to the east of the Skyway Trail, we are especially appreciative of the City's efforts in eagerly supporting the utilization of multimodal transportation to connect our residents more efficiently to employment opportunities in the Skyway Marina District, the Gulf beaches, and downtown.

With support from the Forward Pinellas Board, this Concept Planning Project will delve deeper into the various sections of 31st Street, from the SunRunner corridor through South St. Petersburg, providing preliminary design elements with specificity that can be advanced into a capital program for implementation. By providing St. Petersburg residents and visitors, especially those in South St. Petersburg with Complete Streets, greater transportation options for work, school, medical and shopping trips that are essential to economic growth and socioeconomic mobility are made available. Further, they support our community's efforts for equitable, attainable, and affordable housing.

We look forward to the support of Forward Pinellas for this much-desired project in South St. Petersburg and all of the city.

Sincerely,

Scott Macdonald
Principal
Blue Sky Communities

CC: Charley Guy

Attachment 4c

Letters of Support
Skyway Marina District

SKYWAY Marina District

4801 37th St. S. St Petersburg FL 33711 - 727-466-7173 - skywaymarinadistrict.org

October 2, 2023

Ms. Chelsea Favero
Forward Pinellas
310 Court Street
Clearwater, FL 33756

Subject: Skyway Marina District support for the City of St. Petersburg's 31st Street Complete Streets Concept Planning Project Application

Dear Ms. Favero,

On behalf of The Skyway Marina District, Inc, I would like to indicate our strong support for the City of St. Petersburg's 31st Street Complete Streets Concept Planning Project Application. The proposed planning study will review the 31st Street corridor from 1st Avenue North to Pinellas Point Drive, completing meaningful community engagement with corridor stakeholders and a detailed traffic analysis to develop improvements that further the goals of the Complete Streets

Implementation Plan which aims to provide a low-stress bicycle and pedestrian network across St. Petersburg, connecting neighborhoods with commercial centers.

With support from the Forward Pinellas Board, this Concept Planning Project will delve deeper into the various sections of 31st Street, from the SunRunner corridor through South St. Petersburg, providing preliminary design elements with specificity that can be advanced into a capital program for implementation. By providing St. Petersburg residents and visitors, especially those in South St. Petersburg with Complete Streets, greater transportation options for work, school, medical and shopping trips that are essential to economic growth and socioeconomic mobility are made available. Further, they support our community's efforts for equitable, attainable, and affordable housing.

We look forward to the support of Forward Pinellas for this much-desired project in South St. Petersburg.

Sincerely,

Misty Bottorff, Executive Director of The Skyway Marina District

Exhibit B. Title VI/Non-Discrimination Policy Statement

The consultant assures the Florida Department of Transportation, Forward Pinellas and the City that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992 (collectively referred to as the "Acts") be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.

The consultant further agrees to the following responsibilities with respect to its programs and activities:

1. Designate a Title VI Liaison that has a responsible position within the organization and access to the consultant's Chief Executive Officer.
2. Issue a policy statement signed by the Chief Executive Officer, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the consultant's organization and to the general public. Such information shall be published where appropriate in languages other than English.
3. Insert the clauses of *Appendix A* of this Exhibit B in every contract subject to the Acts and associated regulations
4. Develop a complaint process and attempt to resolve complaints of discrimination. Complaints against the consultant shall immediately be forwarded to the FDOT District Title VI Coordinator.
5. Participate in training offered on Title VI and other nondiscrimination requirements.
6. If reviewed by FDOT or USDOT, take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) calendar days.
7. Have a process to collect racial and ethnic data on persons impacted by your programs.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the consultant.

Dated _____

By _____

Print Name:

Title _____

TITLE VI APPENDIX A of EXHIBIT B

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

(1.) **Compliance with Regulations:** The Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

(2.) **Nondiscrimination:** The Consultant, with regard to the work performed during the agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of consultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3.) **Solicitations for consultants, including Procurements of Materials and Equipment:** In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4.) **Information and Reports:** The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information the Consultant shall so certify to the *Florida Department of Transportation*, the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:

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

(6.) **Incorporation of Provisions:** The Consultant shall include the provisions of paragraphs (1) through (6) in every contract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the Consultant becomes involved in, or is threatened with, litigation with a consultant or supplier as a result of such direction, the Consultant may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Exhibit C. Lobbying

49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(To be submitted with each bid or offer exceeding $100,000)*

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.)]*

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

_____ (signature)

Print Name: _____

Title: _____

Date: _____

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 20___ ("Execution Date"), by and between the City of St. Petersburg, Florida ("the City") and Fehr & Peers, Corporation ("Consultant").

WHEREAS, the City and Forward Pinellas entered into an agreement on _____ for Forward Pinellas to provide funding to the City for implementation of the Project (as hereinafter defined) ("Funding Agreement"); and

WHEREAS, the Funding Agreement requires the City to utilize a consultant procured by Forward Pinellas to perform the Scope of Services for the Project; and

WHEREAS, the City desires to engage Fehr & Peers, Corporation, a Forward Pinellas procured consultant, to provide professional services in connection with the Project.

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 Consultant agree as follows:

SECTION 1.0 – DEFINITIONS

1.1 "Consultant" means Fehr & Peers, Corporation.

1.2 "Consultant Representative" means any employee, agent, subcontractor, subconsultant, consultant, or other representative of the Consultant.

1.3 "City" means City of St. Petersburg, Florida.

1.4 "City's Project Manager" means Cheryl Stacks, Transportation 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, studies, documents, correspondence, plans and all other materials produced and developed by Consultant pursuant to this Agreement.

1.7 "Force Majeure Event" means an act of God, fire, explosion, power failure, flood, 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 Consultant.

1.9 "Project" means the 31st Street Planning Study Scope of Services set forth in Appendix A of this Agreement.

SECTION 2.0 – TERM OF AGREEMENT

2.1 The term of this Agreement commences on the Execution Date and terminates when Consultant has completed the Scope of Services (as defined herein) and provided all the Deliverables required by this Agreement ("Term"), unless this Agreement is otherwise extended or terminated as provided for herein.

SECTION 3 .0 – REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS

3.1 Consultant is professionally qualified to provide the Scope of Services and is licensed by all public entities having jurisdiction over Consultant and the Project.

3.2 Kathrin Tellez will be the project manager for Consultant and will be responsible for assuring Consultant's compliance with this Agreement.

3.3 Consultant shall maintain all necessary licenses, permits or other authorizations necessary to act as Consultant and which are required to provide the Scope of Services during the Term of this Agreement.

3.4 Consultant shall exercise that degree of care, skill, and diligence ordinarily exercised by members of the same profession performing similar services in the same or similar locale and under similar circumstances to that of Consultant under this Agreement.

3.5 Consultant represents that it has or will secure, at its own expense, all personnel required to perform the Scope of Services required by this Agreement.

3.6 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any person, company corporation, individual, or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

3.7 Consultant acknowledges that the Consultant is responsible for the acts and omissions (including negligent, reckless, or intentionally wrongful acts and omissions) of any Consultant Representative in the performance of the Scope of Services required by this Agreement.

3.8 Consultant covenants with the City to cooperate to furnish professional efforts during the Term of this Agreement that are consistent with reasonable professional practices and the best interest of the City.

3.9 Consultant is responsible for the professional quality and the coordination of all Deliverables furnished, produced and developed by Consultant under this Agreement.

3.10 Consultant 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.

3.11 Consultant 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"). Consultant is responsible for any infringement or claim of infringement of any patent, trademark, copyright, trade secret, or other proprietary interest arising out of Consultant's use of the Intellectual Property.

3.12 Consultant hereby makes all certifications required under Florida Statute §287.135.

SECTION 4.0 – SCOPE OF SERVICES

4.1 Consultant shall perform the services and provide the Deliverables set forth in Appendix A, which is attached to this Agreement and made a part hereof for the City in full and complete accordance with this Agreement ("Scope of Services").

4.2 If the detailed services are for (i) design or construction of a new Qualified Municipal Building (as defined in Chapter 2, Article 5, Division 5 of the St. Petersburg City Code), (ii) Substantial Modification (as defined in Chapter 2, Article 5, Division 5 of the St. Petersburg City Code) of an existing Qualified Municipal Building, or (ii) design or construction of a new Qualified City Infrastructure Project (as defined in Chapter 2, Article 5, Division 5 of the St. Petersburg City Code), Consultant agrees to be subject to and shall comply with the applicable requirements for incorporating sustainable design and construction practices, as those requirements are set forth in Chapter 2, Article V, Division 5 of the St. Petersburg City Code, as may be amended from time to time ("collectively "Green Certification Requirements"). The applicable Green Certification Requirements are incorporated into this Agreement as Consultant's obligations under this Agreement. Without limiting the generality of the foregoing, Consultant shall appoint a qualified person and shall provide the required documentation in accordance with the applicable Green Certification Requirements.

SECTION 5.0 – CITY'S RESPONSIBILITIES

5.1 The City shall provide all available information regarding the Project to Consultant and shall provide direction to Consultant consistent with the terms and conditions

of this Agreement. City acknowledges that Consultant has no responsibility to independently verify the accuracy of such information.

SECTION 6.0 – COMPENSATION; INVOICE

6.1 Provided that Consultant performs its obligations in accordance with this Agreement and subject to other terms and conditions of this Agreement, the City hereby agrees to pay Consultant the fees and costs set forth in Appendix B at the time and manner set forth in Appendix B, provided, however that the total amount of fees and costs paid to Consultant by the City for providing the Scope of Services and Deliverables required by this Agreement may not exceed one hundred and fifty five thousand dollars ($155,000) (“Payment”). The Payment is inclusive of all out-of-pocket expenses, including but not limited to transportation, lodging, meals, materials, documents required by this Agreement, and payments to subcontractor(s). The Payment may only be increased in strict accordance with this Agreement.

6.2 Consultant shall invoice the City on a monthly basis for services performed in the previous month and the City shall pay Consultant within twenty (20) business days of receipt after such invoice (provided Consultant is in compliance with the terms and conditions of this Agreement). The invoice must 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.

SECTION 7.0 - NON-COMPENSATED SERVICES

7.1 Consultant will not be compensated for any services required to correct errors, omissions, or deficiencies in the Deliverables caused by Consultant or its subconsultants, employees, agents or representatives.

SECTION 8.0 – INDEMNIFICATION

8.1 Consultant 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 Consultant or any Consultant 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 Consultant pursuant to this Agreement or otherwise obtained by Consultant.

SECTION 9.0 – INSURANCE

9.1 Consultant shall maintain the following types and amounts of insurance throughout the Term of this Agreement 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 of the Consultant'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 Consultant 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 Consultant 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 Consultant 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 Consultant's insurance limits are greater than the minimum limits set forth herein, then the Consultant's insurance limits are deemed to be the required limits in this Agreement.

9.7 The Consultant hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.

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 Consultant pursuant to the terms and conditions set forth in this Agreement. Consultant shall submit all Deliverables to the City prior to the City issuing final payment to Consultant.

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 Consultant for the specific purpose intended will be at the City's sole risk and Consultant 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 Consultant.

SECTION 11.0 – SUBCONTRACTS

11.1 Consultant may hire or use subcontractors or subconsultants in connection with the performance of Consultant'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 Consultant shall give advance notification to the City's Project Manager of any proposed subcontract agreement 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 Consultant is responsible for negotiating the terms and conditions of each subcontract agreement. Consultant 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. Consultant shall require each subcontractor to (i) obtain the same types and amount of insurance and comply with all insurance provisions that are required of Consultant pursuant to this Agreement and (ii) indemnify and hold harmless the Indemnified Parties to the same extent as Consultant under this Agreement. Consultant's retention of a subcontractor does not relieve Consultant of any of its duties, obligations, or representations under this Agreement.

11.4 Consultant 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 Consultant from any obligations under this Agreement and does not constitute a waiver of any of the City's rights under this Agreement. City's Project Manager may, at its discretion, ratify in writing any such subcontract which constitutes the consent of 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 Consultant. The decision of the City's Project Manager is be final and conclusive, unless within fifteen (15) days from the date of receipt of such copy, Consultant 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 arbitrative 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 Consultant, require Consultant 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, Consultant 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, Consultant 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. However, Consultant shall not make a claim for additional compensation or request an increase in Payment unless Consultant is required to provide additional services for the City beyond those services set forth in the Scope of Services. Consultant may request a change to the schedule if Consultant needs additional time because of a suspension. Failure to agree to any Contract Adjustments constitutes 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 Consultant costs and fees for services performed up to the effective date of termination, provided such costs and fees are owed to Consultant pursuant to this Agreement. Consultant 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 Consultant's sole compensation in the event of termination of this Agreement and the City will have no other liability to Consultant related to termination of this Agreement. Without limiting the generality of the foregoing, the City will have no liability to Consultant 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 §§ 287.135 and 448.095. Termination will be effective fifteen (15) days after delivery to Consultant 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, Consultant 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 Consultant costs and fees for services performed up to the effective date of termination, provided such costs and fees are owed to Consultant pursuant to this Agreement. Consultant 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 Consultant'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 Consultant 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 Consultant 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 Consultant in the event Consultant 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 Consultant with notice of default or an opportunity to cure, if the City determines that Consultant 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 Consultant 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 Consultant, 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 damagers so incurred by the City against any amount due Consultant 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 Consultant or any City data available to Consultant pursuant to this Agreement may not be made available to any individual or organization, other than Consultant or any Consultant Representative, by Consultant 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 Consultant shall make no assignment of any of its rights, duties, or obligations under this Agreement without the City's prior written consent, which consent may be withheld by 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 Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including those related to licensing and permitting, the Americans with Disabilities Act, the Florida Building Code, Florida Executive Order 11-02 (which, if applicable, requires the Consultant to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of all persons employed during the Term to perform duties within Florida and all persons, including subcontractors, assigned by Consultant to perform work pursuant to this Agreement), and Florida laws regarding public records. Consultant shall also comply with the City's policies and procedures, executive orders and any technical standards provided to Consultant.

17.6 This Agreement has been prepared by the City and reviewed by Consultant and its professional advisors. The City, Consultant and Consultant's professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or Consultant or against the City or Consultant 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 Consultant 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 Consultant 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 Consultant 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 extends 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 Consultant 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 Consultant, its subconsultants, employees, agents or representatives, the Consultant will take immediate action at Consultant's expense to respectively prevent or remove and discharge the lien.

17.16 Subject to the requirements of Florida public records Laws, 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. Additionally, this Agreement is funded, in part, with funds provided to the City by Forward Pinellas pursuant to the Funding Agreement. Such funds may require approval by the Federal Highway Administration (FHWA), Federal Transit Administration, and/or Florida Department of Transportation (FDOT). In the event FHWA, FTA and/or FDOT does not authorize the use of funds for the Project, this Agreement shall be null and void and neither party shall be liable or have any obligation to perform hereunder.

17.18 All Deliverables must be made available to the City upon request and 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 an appendix.

17.21 For purposes of this Agreement, any required written permission, consent, order, acceptance, approval, directive or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

17.22 Nothing contained herein may be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, may be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.

17. 23 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 Consultant or any Consultant 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 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
One 4th Street North
St. Petersburg, FL 33701

Attention: Evan Mory
Phone: 727-551-3322
Fax: 727-551-3326
Email: evan.mory@stpete.org

WITH A COPY TO:

City of St. Petersburg
175 5th Street North
St. Petersburg, FL 33701

Attention: City Clerk
Phone: 727-893-7448
Fax: 727-892-5102
Email: chandrahasa.srinivasa@stpete.org

CONSULTANT:

Fehr & Peers
300 South Orange Avenue, Suite 1120
Orlando, Florida 32801
Attention: Kathrin Tellez
Email: k.tellez@fehrandpeers.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 shall 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 Consultant shall perform the Scope of Services in accordance with the schedule set forth in Appendix A. Such schedule may only be revised by the City's Project Manager after consultation with Consultant.

SECTION 21.0 – PERSONNEL

21.1 Consultant shall assign the key personnel to perform the Scope of Services in accordance with this Agreement. Consultant 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 will not constitute a violation of this Section. If any of the key personnel are incapacitated or are terminated, Consultant will, 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. Consultant will 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). Consultant shall be 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, Consultant shall be solely responsible for any and all of its increased costs associated with such delay.

21.2 The City may require Consultant to replace any persons performing the Scope of Services, including but not limited to any Consultant 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 Consultant will discuss the circumstance. Upon receipt of a written request from an authorized representative of the City, Consultant shall proceed with the replacement. The replacement request will include the required replacement date

and the reason for the replacement. Consultant shall use its best efforts to effect 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 Consultant to terminate a person's employment. Rather, this Section is intended to give the City only the right to require that Consultant discontinue using persons in the performance of the Scope of Services under this Agreement.

SECTION 22.0 – BOOKS AND PUBLIC RECORDS

22.1 Definitions. For purposes of this paragraph 22, the following terms have the meaning ascribed to them below:

(i) "City Designated Records" means books and records or portions thereof that the City has designated in writing as confidential or proprietary and therefore exempt from disclosure under Florida Public Records Laws.

(ii) "Consultant Designated Records" means books and records or portions thereof that Consultant has designated in writing as a trade secret as defined by Florida Public Records Laws or as confidential or proprietary and therefore exempt from disclosure under Florida Public Records Laws.

(iii) "Florida Public Records Laws" means the Florida laws regarding public records, including but not limited to Chapter 119, Florida Statutes.

22.2 Consultant Obligations regarding Books and Records. Consultant must maintain financial records related to this Agreement in accordance with this Agreement and generally accepted accounting principles and must comply with Florida laws regarding public records, including but not limited to Chapter 119, Florida Statutes (collectively, "Florida Public Records Laws"). Without limiting the generality of the foregoing, Consultant must:

(i) keep and maintain complete and accurate books and records related to this Agreement for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies, or the retention period required pursuant to Florida Public Records Laws, whichever is longer,

(ii) subject to paragraph 22.4 below, make all books and records related to this Agreement open to examination, audit and copying by the City and its professional advisors (including but not limited to independent auditors retained by the City) within a reasonable time after a request not to exceed three (3) business days,

(iii) at the City's request, provide all electronically stored public records to the City in a format approved by the City,

(iv) ensure that the City Designated Records and Consultant Designated Records are not disclosed except as authorized by applicable Laws for the Term and following the expiration or earlier termination of this Agreement, and

(v) comply with all other applicable requirements of Florida Public Records Laws.

22.3 Informational Statement. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA PUBLIC RECORDS LAWS AS TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448,** CITY.CLERK@STPETE.ORG**, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.**

22.4 Consultant Designated Records.

(i) Consultant must act in good faith when designating records as Consultant Designated Records.

(ii) At the time of disclosure of Consultant Designated Records to the City, Consultant must provide the City with a general description of the information contained in the Consultant Designated Records and a reference to the provision of Florida Public Records Laws which exempts such Consultant Designated Records from disclosure.

(iii) Except in the case of a public records request as provided in paragraph 22.4(iv) below, the City may not make copies of Consultant Designated Records or disclose Consultant Designated Records to anyone other than City employees, officials and professional advisors with a need to know the information contained in the Consultant Designated Records.

(iv) If the City receives a public records request for any Consultant Designated Records, the City shall notify Consultant of such request and shall not disclose any Consultant Designated Records if the City Attorney or their designee reviews the Consultant Designated Records and determines the Consultant Designated Records appear to be exempt from disclosure pursuant to Florida Public Records Laws. If the City Attorney or their designee believes that any Consultant Designated Records appear not to be exempt from disclosure under Florida Public Records Laws, the City Attorney or their designee shall notify Consultant of such belief and allow Consultant an opportunity to seek a protective order prior to disclosure by the City. Within a reasonable time not to exceed five (5) business days after receiving such notification from the City Attorney or designee, Consultant shall either notify the City Attorney or designee that it withdraws the designation and does not object to the disclosure, or Consultant shall file the necessary documents with the appropriate court seeking a protective order. If Consultant does not seek a protective order within the required time frame or if the protective order is denied, the City Attorney or their designee will

have the sole and absolute discretion to disclose the requested Consultant Designated Records as the City Attorney or their designee deems necessary to comply with Florida Public Records Laws.

(v) By designating books and records as Consultant Designated Records, Consultant agrees to defend at its expense, indemnify, and hold harmless the City Indemnified Parties from and against any and all Claims, demands and actions (whether or not a lawsuit is commenced), including but not limited to any award to a plaintiff for damages and costs and attorneys' fees incurred by a plaintiff, and for costs and attorneys' fees (including those of the City of St. Petersburg City Attorney's Office) incurred by the City, arising out of or in connection with Consultant's designation of books and records as Consultant Designated Records.

22.5 Survival. Consultant's obligations under this paragraph 22 survive the expiration or earlier termination of this Agreement.

SECTION 23.0 – FEDERAL CLAUSE REQUIREMENTS.

23.1 **Fly America Requirements** - The Consultant agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

23.2 **Civil Rights Requirements**

23.2.1 **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332:

The Consultant shall not discriminate on the basis of race, age, creed, disability, marital or family status, color, national origin, religion, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the

Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the City deems appropriate.

Each subcontract the Consultant signs in regards to this Agreement must include the assurance in this paragraph (see 49 CFR 26.13(b)). The Consultant agrees to comply with applicable federal and state implementing regulations and other implementing requirements the Federal Transit Administration (FTA), FHWA, or FDOT may issue. In addition to the above assurance, the Consultant shall not discriminate on the basis of sexual orientation, in accordance with Pinellas County Code Chapter 70 as amended. In connection with this Agreement, the Consultant will complete and submit Appendix C "Title VI/Nondiscrimination Policy Statement", in accordance with its instructions.

23.2.2 **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Agreement:

(1). Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Agreement. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements FTA, FHWA, or FDOT may issue.

(2). Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 621 through 634 and Federal transit law at 49 U.S.C. 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA, FHWA or FDOT may issue.

(3). Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA, FHWA or FDOT may issue.

(4). Access to Services for Persons with Limited English Proficiency – To the extent applicable and except to the extent that FTA determines otherwise in writing, the Consultant agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. 2000d-1 note, and with the provisions of U.S. DOT Notice, “DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries,” 66 *Fed. Reg*. 6733 *et seq*., January 22, 2001. The MPO’s LEP Plan is available on the Forward Pinellas website.

(5). Environmental Justice – The Consultant agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. 4321 note, except to the extent that the Federal Government determines otherwise in writing.

(6). Other Nondiscrimination Laws – The Consultant agrees to comply with all applicable provisions of other federal laws, regulations, and directives pertaining to and prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing. The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

23.3 **Disadvantaged Business Enterprise** – This Agreement is subject to the requirements of Title 49, C.F.R. Part 26, *Participation by Disadvantaged Business Enterprises (DBEs) in Department of Transportation Financial Assistance Programs.* The Forward Pinellas DBE program also applies to cities who receive Federal funds through the Florida Department of Transportation ("FDOT"). A race-neutral DBE aspirational goal of 10.65% has been established.

The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the administration of this DOT-assisted Agreement. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City deems appropriate.

The Consultant is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the Consultant's receipt of payment for that work from the City. In addition, the Consultant may not hold retainage from its subcontractors.

The Consultant must promptly notify the City, whenever a DBE performing work related to this Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE to perform at least the same amount of work. The Consultant may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City and Forward Pinellas.

Information on Forward Pinellas' DBE Program requirements is available on the Forward Pinellas website.

More information on the State of Florida DBE Program, including an application and available DBE bidders list may be found at: http://www.dot.state.fl.us/equalopportunityoffice/New_Folder/Files/UCP%20MODIFIED%20APPLICATION.pdf.

23.4 **Energy Conservation** - The Consultant agrees, to the extent applicable, to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

23.5 **Clean Water** – The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Consultant agrees to report each violation to the City and Forward Pinellas and understands and agrees that Forward Pinellas will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Consultant also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

23.6 **Clean Air** - The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Consultant agrees to report each violation to the City and Forward Pinellas and understands and agrees that Forward Pinellas will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Consultant also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

23.7 **Recycled Products –** Recovered Materials - The Consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

23.8 **Lobbying** –Clause and specific language therein are mandated by 49 C.F.R. Part 19.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. 1601, et seq.] - Consultants who apply or bid for an award of $100,000 or more shall file the certification required by 49 C.F.R. part 20, "New Restrictions on Lobbying." The Consultant agrees that no Federal appropriated funds have been paid or will be paid by or on the behalf of the Consultant, to any person for influencing or attempting to influence any officer or any employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Consultant to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Consultant will complete and submit Appendix D Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Consultant shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all

contractors and subcontractors shall certify and disclose accordingly, pursuant to Appendix D (Certification Regarding Lobbying).

23.9 **Program Fraud and False or Fraudulent Statements and Related Acts** - The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this AGREEMENT. Upon execution of the underlying AGREEMENT, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this AGREEMENT is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.

The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

23.10 **Government-Wide Debarment and Suspension** - This Agreement is a covered transaction for purposes of 49 C.F.R. Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals, as defined at 49 C.F.R. 29.995, or affiliates, as defined at 49 C.F.R. 29.905, are excluded or disqualified as defined at 49 C.F.R. 29.940 and 29.945.

The Consultant is required to comply with 49 C.F.R. 29, Subpart C and must include the requirement to comply with 49 C.F.R. 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting this Agreement, the Consultant certifies as follows:
The Consultant agrees to comply and assures the compliance of each third-party contractor and subrecipient at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Governmentwide Debarment and Suspension Nonprocurement)," 49 C.F.R. Part 29. The Consultant agrees to, and assures that its third party

contractors and subrecipients will, review the Excluded Parties Listing System at http://epls.arnet.gov/ before entering into any contracts.

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Consultant agrees to comply with the requirements of 49 C.F.R. 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions and will review the "Excluded Parties Listing System" at the following Internet address: http://epls.arnet.gov before entering into any third party or subagreement.

23.11 **Incorporation of Federal Transit Administration (FTA) Terms** – The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the Agreement provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.

23.12 **Access to Records** - Upon request, the Consultant agrees to permit the City, the Secretary of Transportation; Forward Pinellas; the Comptroller General of the United States; and, if appropriate, their authorized representatives, to inspect all Agreement work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Consultant and third party contractors pertaining to the Agreement as required by 49 U.S.C. 5325(g).

23.13 **Federal Changes –** The Consultant shall at all times comply with all applicable federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement (which may be accessed at this web address: https://www.transit.dot.gov/sites/fta.dot.gov/files/2024-05/FTA-Master-Agreement-v31-05-02-2024.pdf) as they may be amended or promulgated from time to time during the term of this Agreement. The Consultant's failure to so comply shall constitute a material breach of this Agreement.

23.14 **Patent and Rights Data-**

23.14.1 Rights in Data – The following requirements apply to each agreement involving experimental, developmental or research work:

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified

to be delivered under the agreement. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Agreement administration.

The following restrictions apply to all subject data first produced in the performance of the agreement:

a. Except for its own internal use, the Consultant may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Consultant authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any agreement with an academic institution.

b. In accordance with 49 C.F.R. 18.34 and 49 C.F.R. 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (b)1 and (b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that agreement, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Consultant using Federal assistance in whole or in part provided by FTA.

c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public,

rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Consultant performing experimental, developmental, or research work required by the underlying agreement agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that agreement, or a copy of the subject data first produced under the agreement for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying agreement, is not completed for any reason whatsoever, all data developed under that agreement shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Consultant's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

d. Unless prohibited by state law, upon request by the Federal Government, the Consultant agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Consultant of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that agreement. The Consultant shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

f. Data developed by the Consultant and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the agreement is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the

Consultant identifies that data in writing at the time of delivery of the work.

g. Unless FTA determines otherwise, the Consultant agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Consultant's status (i.e. , a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Consultant agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

The Consultant also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

ii. Patent Rights – The following requirements apply to each agreement involving experimental, developmental, or research work:

a. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Consultant agrees to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

b. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Consultant's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Consultant agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

c. The Consultant also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

23.15 **No Obligation by the Federal Government to Third Parties** – Consultant and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying AGREEMENT, absent the express written consent by the Federal Government, the Federal Government is not a party to this AGREEMENT and shall not be subject to any obligations or liabilities to the CITY, Consultant, or any other party (whether or not a party to the AGREEMENT) pertaining to any matter resulting from the underlying AGREEMENT.

The Consultant agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA or Forward Pinellas. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

IN WITNESS WHEREOF the Parties hereto have executed this AGREEMENT on the day and date first above written.

FEHR & PEERS, CORPORATION

Sign: _____
Print: Katrin Tellez
Title: principal

WITNESSES

Sign: _____
Print: JANKRISTOF DEVASTEY

Sign: _____
Print: Rebecca Hittner

CITY OF ST. PETERSBURG, FLORIDA

Sign: _____
Print: _____
Title: _____

ATTEST

_____ (SEAL)
City Clerk

Approved as to Content and Form

_____
City Attorney (Designee)
00763116

APPENDIX A - SCOPE OF SERVICES
31st Street Complete Streets Project
CITY OF ST. PETERSBURG, FLORIDA

GENERAL DESCRIPTION

The City of St. Petersburg ("City") selected Fehr & Peers ("Consultant") as the Transportation Planning (Consultant) firm for the Master Planning phase services of the 31st Street Complete Streets Project based on the requirements of an agreement with the City and Forward Pinellas which is contributing to the project and their qualification as provided to Forward Pinellas during a competitive solicitation process.

The Scope of Services sets forth the services, activities, deliverables, and responsibilities that will be performed by the Consultant and the Deliverables that will be provided by the Consultant 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 Consultant in accordance with the Agreement are as follows:

SCOPE OF SERVICES
The Consultant understands that the City desires the Consultant and its subconsultants to provide Master Planning services for the 31st Street Complete Streets Project ("Project") located along 31st Street from 1st Avenue North to Pinellas Point Drive. The Consultant understands that the project site is part of a larger north-south bicycle route that spans St. Petersburg, with a combination of trails, bike lanes, and marked bicycle routes. There are three distinct districts, all of which have corresponding master plans, within the corridor including the Skyway Marina District (southern portion of the corridor), Grand Central District (northern portion of the corridor), and Union Central Districts (northern portion of the corridor). Each of these three plans would need to be considered and incorporated into the Complete Street plan. The Consultant understands that collaboration with private and public stakeholder groups will be crucial to the success of the Project and has incorporated a variety of engagement opportunities.

PROJECT MANAGEMENT

1.1 Kickoff Meeting - The Consultant team will facilitate a virtual kick-off meeting within two (2) weeks of notice to proceed. During this meeting, we will discuss project objectives, a plan for obtaining key data for the project, Quality Assurance/Quality Control (QA/QC) procedures, project branding, preliminary communication plan, public engagement strategy ideas, and the overall schedule and key milestones for the project.

1.2 Project Communication and Collaboration - The Consultant Project Manager and Principal-in-Charge will collaborate continuously with the Project Team (which would include the City Project Manager, the Mayor's Chief Equity Officer and, if applicable, Forward Pinellas staff, and

potentially other City staff that might have perspective and insight about the corridor) regarding project tasks and deliverables. The Consultant Project Manager will set up communication protocols and file sharing systems to ensure that the Project Team can access summary notes, analysis findings, and draft recommendations as they are developed. At a minimum, the Consultant will hold bi-weekly (every other week) check-in calls with the Project Team. These bi-weekly status calls will highlight completed activity, the status of task budgets, upcoming milestones and significant events, any scope issues that have arisen, and pending action items.

1.3 Project Accounting and Reporting - The Consultant team will prepare and submit monthly invoices and progress reports.

EXISTING CONDITIONS ASSESSMENT

2.1 Review of Previous Studies – The Consultant will review previous plans and studies completed along or abutting the corridor, including the City's Complete Street Master Plan, and the Skyway Marina District, Grand Central District and Union Central District Master Plans.

2.2 Contextual Documentation – The Consultant team will review and map the existing infrastructure including driveways, signage, and pavement markings, traffic control devices, sidewalks gaps, and roadway pavement conditions, utilizing to the greatest extent possible available data from the City, Pinellas County and FDOT, supplemented by a field review. This mapping will also include property line information from the property accessors office or other source. The Consultant will identify contextual information along 31st Street including general land use types (e.g., residential, commercial, institutional). The Consultant will map key destinations along and near the 31st Street corridor where there are opportunities to identify connecting facilities.

2.3 Safety Analysis – The Consultant will obtain the most recent 5-years of collision data along the corridor from Signal 4 Analytics and/or the CDMS database. As part of this effort, the Consultant will review the hard copy police reports for all downloaded crashes that resulted in a serious injury or fatality and correct any miscoded crashes in the database for the corridor. The Consultant will complete a comprehensive analysis of the data to identify any trends and patterns of concern.

2.4 Socioeconomic Assessment – The Consultant will evaluate socioeconomic conditions to identify any specific demographic groups that are disproportionately negatively impacted by safety, accessibility, or mobility choices along this corridor. The Consultant will generally follow the equity criteria outlined by USDOT and SS4A grant programs, that include factors such as age, disability, income, English proficiency, and will layer any available data for demographics of interest from the City and Forward Pinellas, including minority populations and auto ownership.

2.5 Data Collection –The Consultant will collect 72-hour speed and classification counts at

up to four locations along the corridor to identify typical travel speeds and volumes (including a classification count). Prior to scheduling the speed and volume counts, the exact location of these counts will be discussed with the Project Team. Based on the peak periods identified in the volume counts, the Consultant will collect turning movement counts (TMCs) for one peak period, at up to nine locations along the corridor; the TMCs will include a separate count of vehicles, pedestrians, and bicyclists, and if applicable, golf carts. Prior to scheduling the TMCs, the exact location of these counts will be discussed with the Project Team. Should the above count data be available from other sources, the fee will be adjusted commensurately.

2.6 Operational Analysis - Based on the existing turning movement counts and daily roadway segment counts, existing daily roadway segment operations and peak hour intersection operations will be assessed to identify opportunities for lane repurposing and to help inform various intersection lane configurations and traffic controls. The data can also be used to help answer questions about travel diversion to other routes as well as the potential for mode shifts with additional multimodal infrastructure that can provide more comfortable opportunities for people walking and bicycling.

2.7 Level of Traffic Stress Assessment – The Consultant will assess the existing level of traffic stress for bicyclists and pedestrians, as well as overall accessibility to key destinations within the study area, including transit stops, parks, grocery stores and schools.

2.8 Existing Conditions Technical Memo - The assessment of existing conditions will be documented in a draft technical memo and will be submitted to the Project Team for review. The Project Team will have up to three weeks (final review windows will be developed after conversations with the City) from the submission of the draft Existing Conditions Technical Memo to review and provide comments. The Consultant will revise the Existing Conditions Technical Memo to reflect editorial feedback received by the Project Team.

COMMUNITY ENGAGEMENT

3.1 Community Engagement Plan – At the kick-off meeting, the Project Team will brainstorm potential community engagement strategies and goals that will help inform the Community Engagement Plan (CEP). This plan will detail how to keep the community engaged throughout the duration of the project. The City will identify members of the community that will be the primary points of contact and City staff will assist in disseminating information to the community through media channels. The CEP will serve as the guiding document for sharing and gathering feedback from the community and will also provide a timeline of events with designated roles for City staff and the Consultant team. A draft CEP will be submitted to the Project Team for review. The Project Team will have two weeks from the submission of the draft CEP to review and provide comments. Consultant will revise the CEP to reflect the feedback received by

the Project Team.

3.2 Project Website and Social Media – The Consultant will work with City staff to develop initial text for a project website to introduce the purpose and need of the project and provide information about how people can provide feedback and get involved in the process. The Consultant team will help refresh the content of the project website up to two times during the project. As a part of this task, the Consultant will develop 3 social media posts for City Staff to post through their social media channels to inform people about the project and direct them to the project website. At some point during the project, the Consultant will also prepare up to a 30-second video explaining the purpose and need of the project to help inform people and direct them to the project website.

3.3 Online Survey – The Consultant will develop an online survey to allow the community to provide input on key challenges and help identify opportunities associated with improving safety along this corridor. This survey may not be statistically valid as it is unlikely to obtain a large enough sample size; the Consultant will test survey questions with community ambassadors to be identified by City staff and make revisions for clarity and user friendliness. The survey will be hosted online and a QR code can be generated that will be posted on engagement materials during the project to facilitate easy access. A sample project can be shared during the kick-off meeting. The Consultant team can also work with the City to develop a project-specific email address for people to email comments if they do not want to use the survey. As a part of the survey, the City's standard demographic questions will be incorporated.

3.4 Walk and Bike Audit – The Consultant team will lead one walk audit to discuss areas of concern and potential solutions to address those concerns. The walk audit will be attended by the core Project Team and should also include key members of the community, law enforcement, key City staff not already part of the core Project Team, and other technical stakeholders to be identified by the Project Team. The walk audit will serve as an opportunity to engage the stakeholders, build awareness of the importance of walkable design, identify specific pedestrian safety issues, and advance policy and community development goals, as well as incorporate feedback from technical stakeholders. The City will be responsible for identifying stakeholders and community members to include in the walk audit, disseminating information about the walk audit and encouraging attendance.

Most walk audits are scheduled between one and two hours in length and have 8-15 people, including facilitators. It can be difficult to engage in meaningful discussion with a group that is too large, and with too small of a group, it can be difficult to obtain diverse perspectives. Ideally, the Walk Audit could be held on the same day as the Community Engagement Meeting, with an overlap in attendees.

Given the length of the corridor, it would be challenging to walk the entire length of the corridor within a reasonable time. The Consultant will discuss opportunities with City staff and develop a strategy to maximize feedback at critical locations, along the corridor for discussion. In preparation for the walk audit, Consultant staff will have driven and

biked the entire corridor (with GoPro video of the corridor), as well as walked key segments, and prepare an Audit Guidebook with key information about the corridor to help guide the conversation.

Separate from the Walk Audit, Consultant staff will facilitate a bike audit. Given the existing bicycling infrastructure along the corridor, this event would be limited to a small group that feels comfortable riding in mixed traffic conditions. This would be an opportunity to talk in depth about different connections to the corridor from key destinations, potential design treatments in conflict zones, as well as key locations for wayfinding.

3.5 Community Engagement Meeting – the Consultant team will host one meeting that will be open to the community and will provide insights to support the data analysis components of this project. The community engagement meeting will be focused on listening to the community about their concerns and goals for the corridor and sharing the proposed project approach. Additionally, the Consultant team will include some educational components related to general safety principles, Complete Streets, and the Safe System approach. Depending on the feedback received from the on-line survey, the Consultant team may also incorporate educational elements related to potential strategies along the corridor. As an option, the meeting could be held as a "pop up" event at a location in the community where people who interact with the corridor are expected to gather or as part of another planned event. The specific date and details of this meeting will be discussed with the City and Forward Pinellas staff during the development of the Community Engagement Plan. All materials used for the community engagement meeting can be left with City staff for staff to host other informal community events, if desired.

3.6 Community Workshop - After the development of alternatives (Task 4.1), the Consultant will facilitate one in-person community workshop to present and discuss alternatives with the community. The community workshop will be designed to be interactive so that the final alternatives reflect the vision and desires of the community. These alternatives will be vetted by the Project Team before being presented to the community for review. The City will be responsible for providing the meeting space; the Consultant team will provide meeting materials such as boards, and maps/roll plots and will prepare and deliver a PowerPoint presentation.

DEVELOPMENT OF ALTERNATIVES

4.1 Draft Alternatives Report - Based on the existing conditions assessment, discussion with and feedback from the community, the City and Forward Pinellas, the Consultant team will develop a set of draft alternatives that address the concerns expressed by the community and safety / mobility challenges identified through the existing conditions assessment; the alternatives will include both modifications to the built environment and educational, enforcement and outreach strategies. For the infrastructure-related items, the Consultant will document the process for developing the alternatives in a draft report and

will include concept plans that visually depict the proposed changes on 31st Street. No right-of-way or survey is included in this scope for developing the concept plans. As part of this task, the Consultant will complete a high-level assessment of potential issues and constraints (e.g., geometrics, drainage, potential right-of-way needs, and others) and develop a planning level cost estimate for the preferred alternative. The Draft Alternatives Report will be submitted to the Project Team for review. The Project Team will have three weeks from the submission of the report to review and provide comments. Prior to submitting the draft report, the recommendations will be discussed in a virtual meeting with the Project Team. This meeting will coincide with one of the Bi-weekly project check-ins.

4.2 Presentation to a City Council Committee - The draft alternatives, once reviewed and refined based on feedback from the Project Team, will be presented to a City Council Committee to obtain feedback on the preferred alternative, which will form the basis for the Complete Street concept plan report.

4.3 Final Complete Street Concept Plan Report - Based on the feedback received from the Project Team and the City Council Committee, the Consultant team will refine a preferred alternative and prepare a roll plot plan of the corridor. Project development and the final preferred alternative will be documented in a Complete Street Concept Plan Report, building on the results of the previous tasks. The final report (excluding technical appendices) will be 508 Compliant.

DELIVERABLES

Task 1: Project Management

- All project meeting agendas and minutes
- Monthly Invoices and Progress Reports

Task 2: Existing Conditions Assessment

- Draft Existing Conditions Technical Memo
- Final Existing Conditions Technical Memo

Task 3: Community Engagement

- Draft and Final Community Engagement Plan
- Social Media Text and Videos
- Online Survey
- Summary of Walk and Bike Audits
- Summary of Community Engagement Meeting and Community Workshop

Task 4: Development of Alternatives

- Draft Technical Memo including project Alternatives
- PowerPoint Presentation delivered to City Council Committee
- Draft and Final Complete Street Concept Plan Report

PROJECT TEAM

The key Consultant team members include the following staff:

- Kathrin Tellez – Project Director
- Kristof Devastey – Project Manager
- Elizabeth Suarez – Project Planner
- Beneetta Jose – Junior Project Planner
- James Moser – Senior Technician

Subconsultants:

- Patel, Green & Associates – Existing Conditions Support and Feasibility

CONSULTANT'S COMPENSATION

For Tasks 1 through 4, the City will compensate the Consultant according to the amount provided in Appendix B, which is $149.916.91.

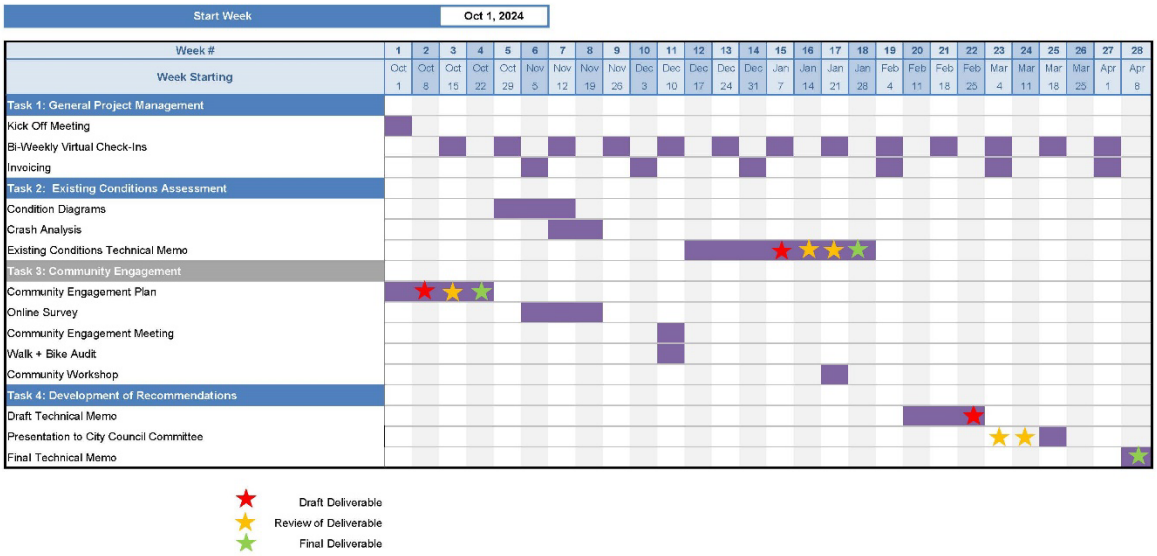
An allowance in the amount of $5,000.00 for additional planning services not identified within this Scope of Services is hereby established. Additional services may be performed only upon receipt of prior written authorization from the City, and such approval will set forth the additional services to be provided by the Consultant. The cost for any additional services will not exceed the amount of the allowance outlined in this agreement.

The total project amount is $154,916.91.

SCHEDULE
31ST STREET COMPLETE STREETS PROJECT
CITY OF ST. PETERSBURG, FLORIDA

Task	Calendar Days/Week from NTP
Task 1 Project Management	28 - 30 weeks total
Task 2 Existing Conditions Assessment	12 - 14 weeks total, generally commencing following Kickoff meeting in Task 1
Task 3 Community Engagement	17 - 20 weeks total
Task 4 Development of Alternatives	8 - 10 weeks total, generally commencing following Community Engagement meeting in Task 3

31st Street Complete Streets (St Petersburg)



-- End of Scope --

APPENDIX B - FEE SCHEDULE
31ST STREET COMPLETE STREETS PROJECT
CITY OF ST. PETERSBURG, FLORIDA

The City shall compensate the A/E the amount of $149,916.91 in accordance with the following Work Task Breakdown:

I. Staff Hour Estimate: All Tasks

Task Description	Fehr & Peers							Patel Green & Associates					Total Labor (F&P+PGA)	Expenses				TOTAL
	Project Director	Project Manager	Project Professional	Project Planner	Senior Technician	Clerical	Total Labor (F&P)	Chief Planner/PM	Technical Advisor	Project Professional	Project Planner	Total Labor (PGA)		Mileage Travel	Copies/ Prints/ Web Platform	Data Collection	Total Expenses	
Labor Rate	$ 325.00	$ 265.00	$ 165.00	$ 130.00	$ 200.00	$ 125.00		$ 227.51	$ 253.47	$ 192.39	$ 131.31							
Task 1 - Project Management																		
1.1 Kickoff Meeting	2	4		4			$ 2,230.00					$ -	$ 2,230.00				$ -	$ 2,230.00
1.2 Project Communication and Collaboration	8	24		8			$ 10,000.00					$ -	$ 10,000.00				$ -	$ 10,000.00
1.3 Project Accounting and Reporting		4				10	$ 2,310.00					$ -	$ 2,310.00				$ -	$ 2,310.00
Task 2 - Existing Conditions Assessment																		
2.1 Review of Previous Studies	4	2	2	8			$ 3,200.00					$ -	$ 3,200.00				$ -	$ 3,200.00
2.2 Contextual Documentation		1	2	12	8		$ 3,755.00					$ -	$ 3,755.00				$ -	$ 3,755.00
2.3 Safety Analysis		4	1	8			$ 2,265.00					$ -	$ 2,265.00				$ -	$ 2,265.00
2.4 Socioeconomic Assessment		1	1	2			$ 690.00					$ -	$ 690.00				$ -	$ 690.00
2.5 Data Collection		1		2			$ 525.00					$ -	$ 525.00			$ 4,400.00	$ 4,400.00	$ 4,925.00
2.6 Operational Analysis		1	4	8			$ 1,965.00					$ -	$ 1,965.00				$ -	$ 1,965.00
2.7 Level of Traffic Stress Assessment		1	2	4			$ 1,115.00					$ -	$ 1,115.00				$ -	$ 1,115.00
2.8 Existing Conditions Technical Memo	4	5	12	36	8		$ 10,885.00	8				$ 1,820.08	$ 12,705.08				$ -	$ 12,705.08
Task 3 - Community Engagement																		
3.1 Community Engagement Plan	2	4		8			$ 2,750.00					$ -	$ 2,750.00				$ -	$ 2,750.00
3.2 Project Website and Social Media	2	8		32			$ 6,930.00					$ -	$ 6,930.00				$ -	$ 6,930.00
3.3 On-Line Survey	2	4		8			$ 2,750.00					$ -	$ 2,750.00		$ 500.00		$ 500.00	$ 3,250.00
3.4 Walk + Bike Audit	12	12		32	4		$ 12,040.00	4		4	5	$ 2,336.15	$ 14,376.15	$ 200.00	$ 400.00		$ 600.00	$ 14,976.15
3.5 Community Engagement Meeting	4	4	4	16	4		$ 5,900.00					$ -	$ 5,900.00	$ 200.00	$ 600.00		$ 800.00	$ 6,700.00
3.6 Community Workshop	8	16	4	8	4		$ 9,340.00					$ -	$ 9,340.00	$ 200.00	$ 600.00		$ 800.00	$ 10,140.00
Task 4 - Development of Recommendations																		
4.1 Draft Recommendations Report	12	16	24	80	36		$ 29,700.00	2	8	30	20	$ 10,880.68	$ 40,580.68	$ 100.00			$ 100.00	$ 40,680.68
4.2 Presentation to City Council Committee	4	12	16	40	8	16	$ 15,920.00					$ -	$ 15,920.00				$ -	$ 15,920.00
4.3 Final Recommendations Report		8		8			$ 3,160.00					$ -	$ 3,160.00	$ 250.00			$ 250.00	$ 3,410.00
Grand Total	**64**	**132**	**72**	**324**	**72**	**26**	**$ 127,430.00**	**14**	**8**	**34**	**25**	**$ 15,036.91**	**$ 142,466.91**	**$ 950.00**	**$ 2,100.00**	**$ 4,400.00**	**$ 7,450.00**	**$ 149,916.91**

II. Fee Calculation

Task	Labor Cost	Expenses	Subconsultant Services	Total Cost
1	$ 14,540.00	$ -	$ -	$ 14,540.00
2	$ 24,400.00	$ 4,400.00	$ 1,820.08	$ 30,620.08
3	$ 39,710.00	$ 2,700.00	$ 2,204.84	$ 44,614.84
4	$ 48,780.00	$ 350.00	$ 10,880.68	$ 60,010.68
Total	**$ 127,430.00**	**$ 7,450.00**	**$ 15,036.91**	**$ 149,916.91**

III. Fee Limit

Lump Sum Cost	**$ 149,916.91**
Allowance	**$ 5,000.00**
Total Fee	**$ 154,916.91**

Appendix C. Title VI/Non-Discrimination Policy Statement

The Consultant assures the Florida Department of Transportation, Forward Pinellas and the City that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992 (collectively referred to as the "Acts") be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.
The Consultant further agrees to the following responsibilities with respect to its programs and activities:

1. Designate a Title VI Liaison that has a responsible position within the organization and access to the Consultant's Chief Executive Officer.
2. Issue a policy statement signed by the Chief Executive Officer, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Consultant's organization and to the general public. Such information shall be published where appropriate in languages other than English.
3. Insert the clauses of *Exhibit A* of this Appendix C in every contract subject to the Acts and associated regulations
4. Develop a complaint process and attempt to resolve complaints of discrimination. Complaints against the Consultant shall immediately be forwarded to the FDOT District Title VI Coordinator.
5. Participate in training offered on Title VI and other nondiscrimination requirements.
6. If reviewed by FDOT or USDOT, take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) calendar days.
7. Have a process to collect racial and ethnic data on persons impacted by your programs.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the Consultant.

Dated 8-20-2024

By _____

Print Name: Kathrin Tellez

Title principal

Exhibit A of Appendix C.

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

(1.) **Compliance with Regulations:** The Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2.) **Nondiscrimination:** The Consultant, with regard to the work performed during the Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of consultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in appendix B of the Regulations.

(3.) **Solicitations for consultants, including Procurements of Materials and Equipment:** In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4.) **Information and Reports:** The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information the Consultant shall so certify to the *Florida Department of Transportation*, the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration,*

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

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

(6.) **Incorporation of Provisions:** The Consultant shall include the provisions of paragraphs (1) through (6) in every contract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the Consultant becomes involved in, or is threatened with, litigation with a consultant or supplier as a result of such direction, the Consultant may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Appendix D. Lobbying

49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(To be submitted with each bid or offer exceeding $100,000)*

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq .)]*

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees

that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

_____ (signature)

Print Name: Kathrin Tellez

Title: Principal

Date: 8-20-2024

31st Street Planning Study

St. Petersburg City Council

September 5, 2024

Forward Pinellas' Complete Streets & Local Government Assistance Grant Program

- Two funding categories
  - Concept Planning
  - Construction
- Prior Awards to the City of St. Petersburg
  - 18th Avenue South Complete Streets Study - completed
  - 34th Street South – trail construction - underway
  - 22nd Street South – roadway improvements - programmed
  - 1st Avenue South – bikeway improvements – programmed
- Recently broadened from Complete Streets to Local Government Assistance for transportation projects planning and construction

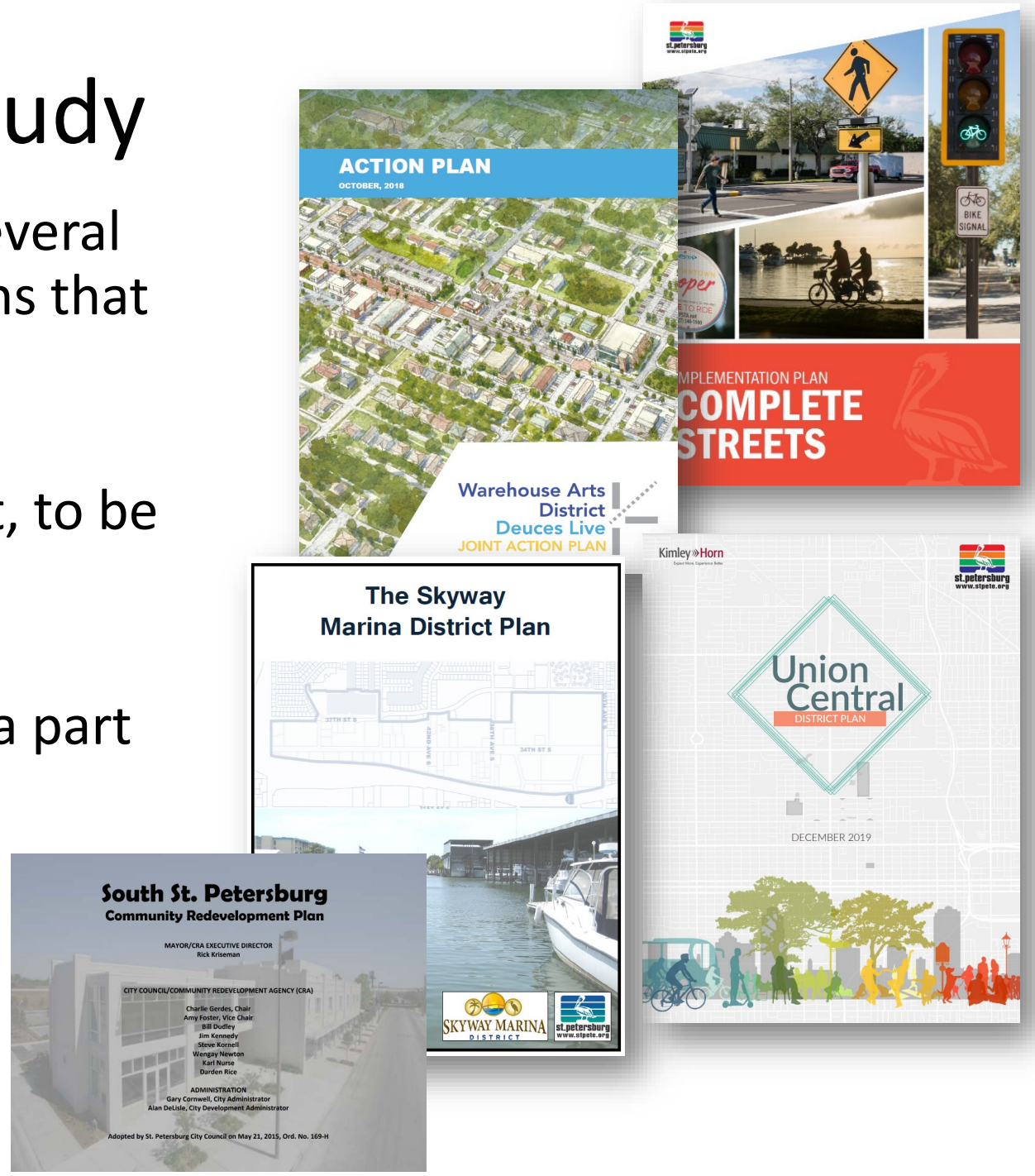
31st Street Planning Study

- Applied for Concept Planning funding for 31st Street from 1st Avenue North to Pinellas Point Drive South, with an award of $100,000
- Study includes:
  - Development of concepts for continuous bicycle and pedestrian accommodation and the potential roadway modifications that may be necessary to effectuate the recommended alternative(s)
  - Identification safety and operational improvements while maintaining travel time reliability
  - Recommended list of prioritized projects based on preferred alternatives
- Funding agreement requires use of planning consultant under contract with Forward Pinellas; Fehr & Peers recommended



31st Street Planning Study

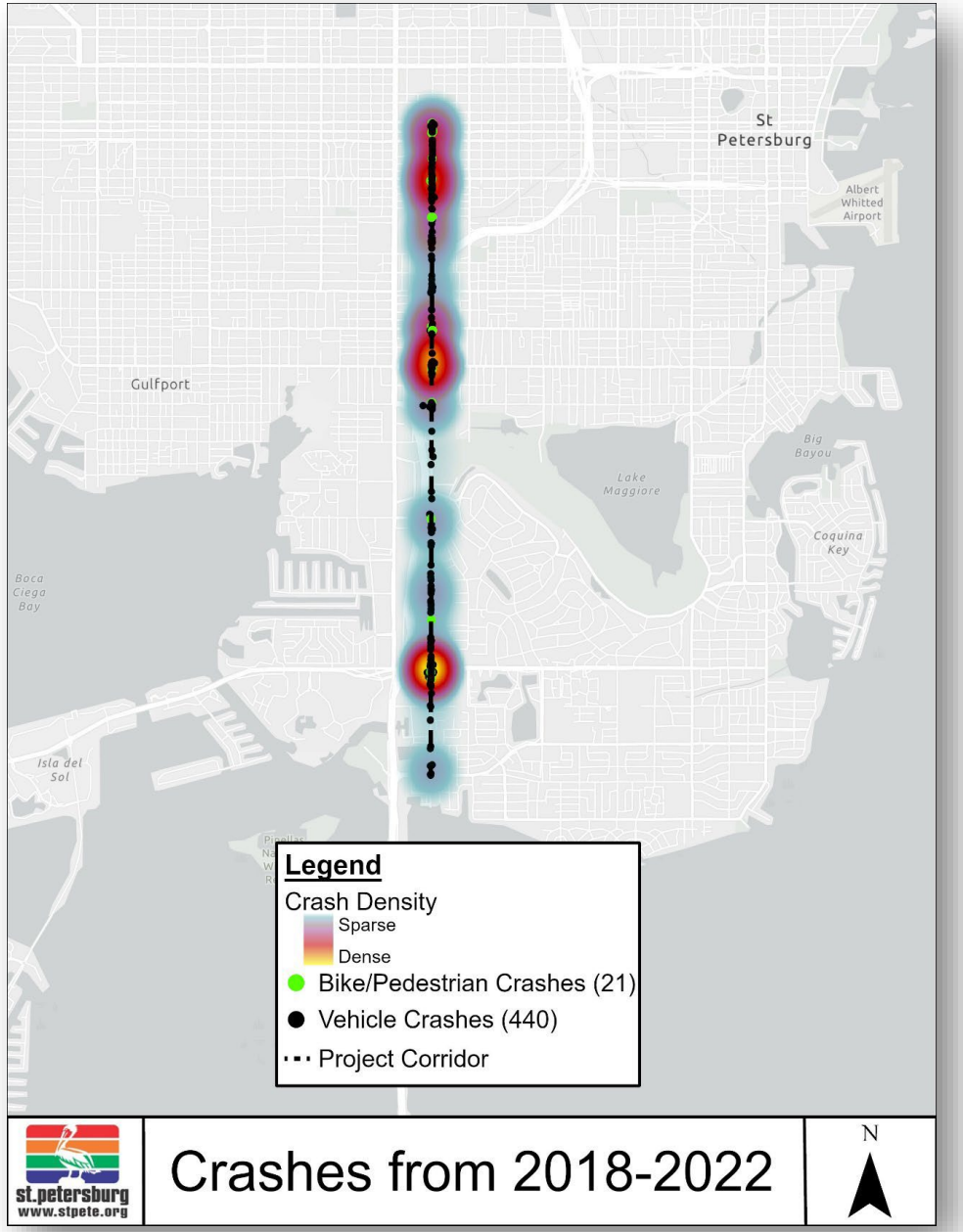
- Modifications to be consistent with several adopted or approved special area plans that include 31st Street
- Allows 31st Street, as critical roadway parallel to I-275 and US-19/34th Street, to be figured as continuous corridor
- Facilitated through a Community Engagement Plan to be developed as a part of the Study
  - Application included letters of support:
    - Lakewood Estates Civic Association
    - Skyway Marina District
    - Blue Sky Communities developer



31st Street Planning Study

Existing conditions demonstrate need to consider improvements:

- There is no continuous, dedicated infrastructure for bicyclists along 31st Street that meets current standards
  - Some locations have only a narrow shoulder
  - No accommodation that crosses I-275 ramp access points near 22nd Avenue S and 26th Avenue S
  - Opportunity to improve connections with the Pinellas Trail, Skyway Trail, and SunRunner transit service
- Sidewalks are generally provided on both sides, though with only a narrow buffer from the curb in most locations, and cross slopes do not always meet requirements for accessibility
- Corridor intersects the City's High Injury network at four locations and has a history of routine traffic crashes, including those involving bicyclists and pedestrians



Funding Details & Consultant Agreement

- Total Project Cost - $155,000
  - $100,000 is to be received from Forward Pinellas
    - Deposited into Bicycle Pedestrian Safety Improvements Fund (3004)
  - $100,000 in unappropriated funds will be moved from the Bicycle Pedestrian Safety Improvements Fund (3004) to the 31st Street South Complete Streets Planning Study Project (Oracle TBD)
  - $55,000 to provided by the City through the previously appropriated Complete Streets FY-24 funds which would be rescinded and reappropriated to the 31st Street South Complete Streets Planning Study Project (Oracle TBD)
- Consultant Agreement Total - $154,917
  - Includes a small allowance of $5,000 for minor, additional services that may become necessary and are not yet identified

Requested Council Action

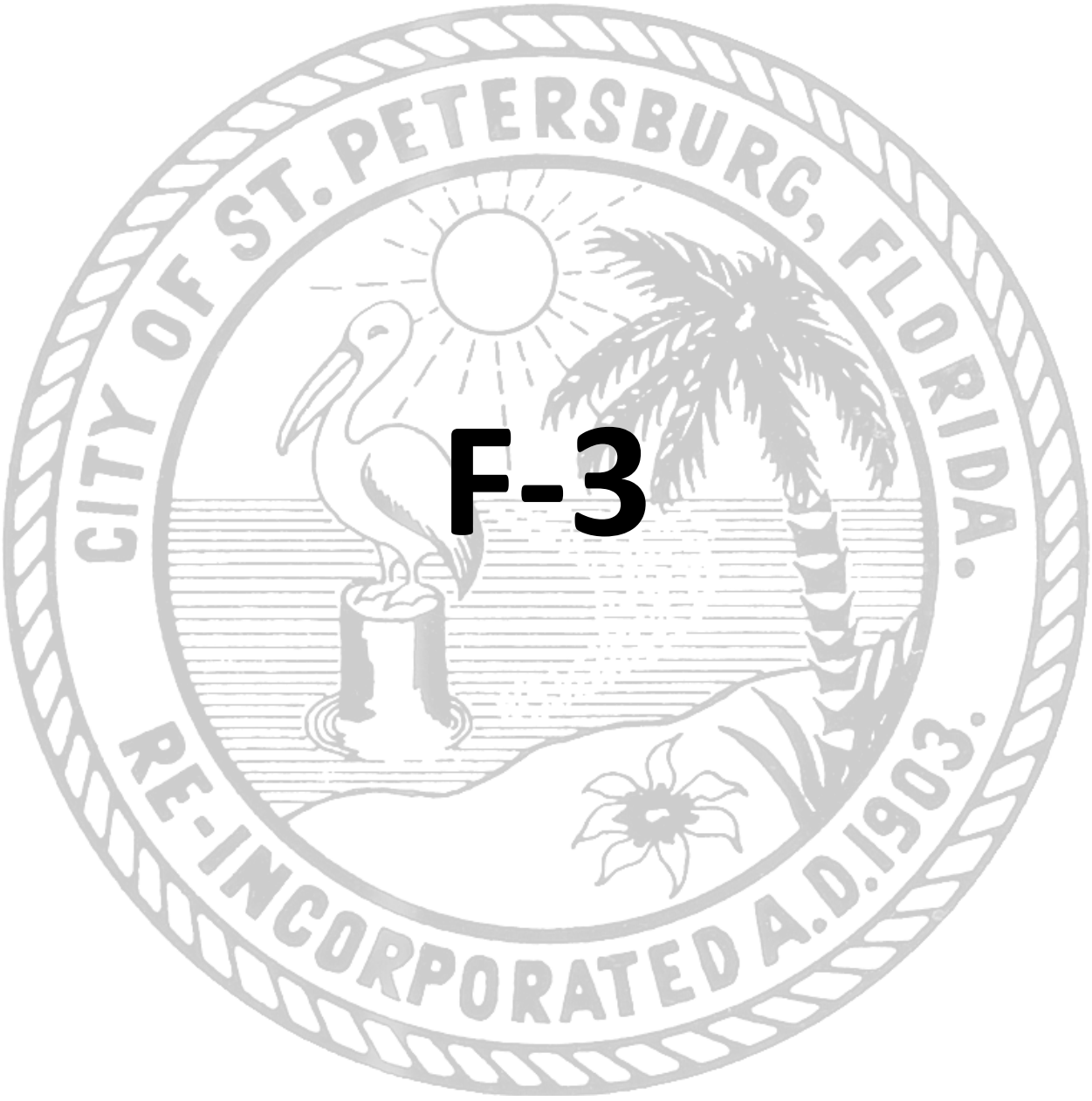
Approve the Resolution accepting the Forward Pinellas grant agreement and the Professional Services agreement and other actions as detailed in the Resolution for the 31st Street South Planning Study







The following page(s) contain the backup material for Agenda Item: A resolution approving a supplemental appropriation in the amount of $1,000,000 from the unappropriated balance of the Opioid Settlement Proceeds Fund (1061) to the Housing and Neighborhood Services Administration Department, Administration Division (080-1065), Opioid Support Grants (20375); and providing an effective date.
Please scroll down to view the backup material.



F-3

ST. PETERSBURG CITY COUNCIL
Report
Meeting of September 5, 2024

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

SUBJECT: A resolution approving a supplemental appropriation in the amount of $1,000,000 from the unappropriated balance of the Opioid Settlement Proceeds Fund (1061), to the Housing and Neighborhood Services Administration Department, Administration Division (080-1065), Opioid Support Grants (20375); and providing an effective date.

EXPLANATION: The City of St. Petersburg has begun to receive settlement dollars from the nationwide opioid litigation, as outlined in the State of Florida's Opioid Allocation and Statewide Response Agreement. The City expects to receive approximately $6,000,000 over the course of 18 years. To date, the City has received $1,084,365.03.

The opioid epidemic has deeply affected families, overwhelmed public health resources, and created enduring challenges for emergency responders and law enforcement officials. Pinellas County continually ranks among the highest in the state of Florida for number of opioid-related overdose deaths, a large portion of which originate in St. Petersburg. In 2022, one person died every 14 hours in Pinellas County from an opioid-related overdose.

The securing of settlement funds represents a crucial step toward community healing and recovery. Administration seeks to utilize the funds received to date to administer a grantmaking cycle – funding local efforts to directly address the opioid crisis through treatment and recovery support services, overdose prevention and harm reduction, and/or substance use prevention and education – with a specific focus on respite housing, harm reduction, and peer support. Additionally, the City intends to use these dollars to fill gaps in other funding sources, to help scale and increase the impact of programs that work to combat the opioid epidemic.

This grant program will seek proposals from eligible non-profit organizations that demonstrate a clear understanding of the local impact of the opioid crisis and propose innovative, sustainable solutions. The City is allocating up to $1,000,000, which will be awarded in both small grant and large grant tiers, to proposals that align with the State's requirements. The Statewide Response Agreement dictates that all opioid settlement dollars must be used on approved abatement strategies, as outlined in Exhibits A and B of the agreement ('Approved Uses').

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution approving a supplemental appropriation in the amount of $1,000,000 from the unappropriated balance of the Opioid Settlement Proceeds Fund (1061), to the Housing and Neighborhood Services Administration Department, Administration Division (080-1065), Opioid Support Grants (20375); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds will be available after the approval of a supplemental appropriation in the amount of $1,000,000 from the unappropriated balance of the Opioid Settlement Proceeds Fund (1061), to the Housing and Neighborhood Services Administration Department, Administration Division (080-1065), Opioid Support Grants (20375).

ATTACHMENTS:
Resolution
State of Florida Opioid Allocation and Statewide Response Agreement

APPROVALS:

Administration: _____ Budget: Lance Stanford

RESOLUTION NO. 2024 -

A RESOLUTION APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $1,000,000 FROM THE UNAPPROPRIATED BALANCE OF THE OPIOID SETTLEMENT PROCEEDS FUND (1061) TO THE HOUSING AND NEIGHBORHOOD SERVICES ADMINISTRATION DEPARTMENT, ADMINISTRATION DIVISION (080-1065), OPIOID SUPPORT GRANTS (20375); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg has begun to receive settlement dollars ("Opioid Settlement Funds") from the nationwide opioid litigation, as outlined in the State of Florida's Opioid Allocation and Statewide Response Agreement; and

WHEREAS, City Administration expects that the City will receive approximately $6,000,000 in Opioid Settlement Funds over the course of 18 years; and

WHEREAS, to date, the City has received $1,084,365.03 in Opioid Settlement Funds; and

WHEREAS, the opioid epidemic has deeply affected families, overwhelmed public health resources, and created enduring challenges for emergency responders and law enforcement officials and securing the Opioid Settlement Funds represents a crucial step toward community healing and recovery; and

WHEREAS, City Administration seeks to utilize $1,000,000 of the Opioid Settlement Funds received by the City to date to administer a grantmaking cycle to fund local efforts to directly address the opioid crisis through treatment and recovery support services, overdose prevention and harm reduction, and/or substance use prevention and education, with a specific focus on respite housing, harm reduction, and peer support; and

WHEREAS, City Administration also intends to award funds to proposals that fill gaps in other funding sources to help scale and increase the impact of programs that work to combat the opioid epidemic; and

WHEREAS, funding for such purposes will be available after a supplemental appropriation in the amount of $1,000,000 from the unappropriated balance of the Opioid Settlement Proceeds Fund (1061), to the Housing and Neighborhood Services Administration Department, Administration Division (080-1065), Opioid Support Grants (20375); and

WHEREAS, City Administration recommends approval of this Resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that there is hereby approved from the unappropriated balance of the Opioid Settlement Proceeds Fund (1061) the following supplemental appropriation for FY24:

Housing and Neighborhood Services Administration Department
Administration Division (080-1065)
Opioid Support Grants (20375) $1,000,000

This Resolution shall become effective immediately upon its adoption.

LEGAL:

ADMINISTRATION:

Amy E. Foster, Administrator
Housing and Neighborhood Services
Administration

BUDGET:

Elizabeth M. Makofske, Director
Budget and Management Administration

FLORIDA OPIOID ALLOCATION AND STATEWIDE RESPONSE AGREEMENT

BETWEEN

STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS,
OFFICE OF THE ATTORNEY GENERAL

And

CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA

This Florida Opioid Allocation and Statewide Response Agreement (the "Agreement") is entered into between the State of Florida ('State") and certain Local Governments ("Local Governments" and the State and Local Governments are jointly referred to as the "Parties" or individually as a "Party"). The Parties agree as follows:

Whereas, the people of the State and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

Whereas, the State, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold many of the same Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance as the State; and

Whereas, certain of the Parties have separately sued Pharmaceutical Supply Chain participants for the harm caused to the citizens of both Parties and have collectively negotiated settlements with several Pharmaceutical Supply Chain Participants; and

Whereas, the Parties share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State; and

Whereas, it is the intent of the State and its Local Governments to use the proceeds from any Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment, prevention and other related programs and services, such as those identified in Exhibits "A" and "B," and to ensure that the funds are expended in compliance with evolving evidence-based "best practices;" and

Whereas, the State and its Local Governments enter into this Agreement and agree to the allocation and use of the proceeds of any settlement described herein

Wherefore, the Parties each agree to as follows:

A. Definitions

As used in this Agreement:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed in Exhibits "A" and "B" which are incorporated herein by reference.

2. "Local Governments" shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. "Managing Entities" shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor ("DCF") to manage the daily operational delivery of behavioral health services through a coordinated system of care. The singular "Managing Entity" shall refer to a singular of the Managing Entities.

4. "County" shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. "Dependent Special District" shall mean a Special District meeting the requirements of Florida Statutes § 189.012(2).

6. "Municipalities" shall mean cities, towns, or villages located in a County within the State that either have: (a) a Population greater than 10,000 individuals; or (b) a Population equal to or less than 10,000 individuals and that has either (i) filed a lawsuit against one or more Pharmaceutical Supply Chain Participants; or (ii) executes a release in connection with a settlement with a Pharmaceutical Supply Chain participant. The singular "Municipality" shall refer to a singular city, town, or village within the definition of Municipalities.

7. "'Negotiating Committee" shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, "Members") within the State. The State shall be represented by the Attorney General or her designee.

8. "Negotiation Class Metrics" shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at https://allocationmap.iclaimsonline.com.

9. "Opioid Funds" shall mean monetary amounts obtained through a Settlement.

10. "Opioid Related" shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits "A" or "B."

11. "Parties" shall mean the State and Local Governments that execute this Agreement. The singular word "Party" shall mean either the State or Local Governments that executed this Agreement.

12. "PEC" shall mean the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

13. "Pharmaceutical Supply Chain" shall mean the entities, processes, and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

14. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

15. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this Agreement. These estimates can currently be found at *https://www.census.gov. For purposes of Population under the definition of Qualified County, a County's population shall be the greater of its population as of the July 1, 2019, estimates or its actual population, according to the official U.S. Census Bureau count, which was released by the U.S. Census Bureau in August 2021.*

16. "Qualified County" shall mean a charter or non-chartered County that has a Population of at least 300,000 individuals and: (a) has an opioid taskforce or other similar board, commission, council, or entity (including some existing sub-unit of a County's government responsible for substance abuse prevention, treatment, and/or recovery) of which it is a member or it operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is, as of December 31, 2021, either providing or is contracting with others to provide substance abuse prevention, recovery, and/or treatment services to its citizens; and (d) has or enters into an interlocal agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total Population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred. For avoidance of doubt, the word "operate" in connection with opioid task force means to do at least one of the following activities: (1) gathers data about the nature, extent, and problems being faced in communities within that County; (2) receives and reports recommendations from other government and private entities about activities that should be undertaken to abate the opioid epidemic to a County; and/or (3) makes recommendations to a County and other public and private leaders about steps, actions, or plans that should be undertaken to abate the opioid epidemic. For avoidance of doubt, the Population calculation required by subsection (d) does not include Population in unincorporated areas.

17. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

18. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

19. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described or to pay obligations to the United States arising out of Medicaid or other federal programs, all Opioid Funds shall be utilized for Approved Purposes. In order to accomplish this purpose, the State will either: (a) file a new action with Local Governments as Parties; or (b) add Local Governments to its existing action, sever any settling defendants. In either type of action, the State will seek entry of a consent judgment, consent order or other order binding judgment binding both the State and Local Governments to utilize Opioid Funds for Approved Purposes ("Order") from the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida (the "Court"), except as herein provided. The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction by the Court to address non-performance by any party under the Order.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the Core Strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **No Benefit Unless Fully Participating** - Any Local Government that objects to or refuses to be included under the Order or refuses or fails to execute any of documents necessary to effectuate a Settlement shall not receive, directly or indirectly, any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the Local Governments. Funds that were a for a Municipality that does not join a Settlement will be distributed to the County where that Municipality is located. Funds that were for a County that does not join a Settlement will be distributed pro rata to Counties that join a Settlement. For avoidance of doubt, if a Local Government initially refuses to be included in or execute the documents necessary to effectuate a Settlement and subsequently effectuates such documents necessary to join a Settlement, then that Local Government will only lose those payments made under a Settlement while that Local Government was not a part of the Settlement. If a Local Government participates in a Settlement, that Local Government is thereby releasing the claims of its Dependent Special District claims, if any.

4. **Distribution Scheme** – If a Settlement has a National Settlement Administrator or similar entity, all Opioids Funds will initially go to the Administrator to be distributed. If a Settlement does not have a National Settlement Administrator or similar entity, all Opioid Funds will initially go to the State, and then be distributed by the State as they are received from the Defendants according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting any costs of the Expense Fund detailed below. Funds due the federal government, if any, pursuant to Section B-2, will be subtracted from only the State and Regional Funds below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality, which are attached to this Agreement as Exhibit "C." In the event that a Municipality has a Population less than 10,000 people and it does not execute a release or otherwise join a Settlement that Municipalities share under the Negotiation Class Metrics shall be reallocated to the County where that Municipality is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in paragraph 5 of the Agreement, and according to the Negotiation Class Metrics.

(ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the State will appropriate the regional share for each County and pay that share through DCF to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies as directed by the Opioid Abatement Task Force or Council. The Managing Entities shall expend monies from this Regional Fund on services for the Counties within the State that are non-Qualified Counties and to ensure that there are services in every County. To the greatest extent practicable, the Managing Entities shall endeavor to expend monies in each County or for citizens of a County in the amount of the share that a County would have received if it were a Qualified County.

(c) State Fund - The remainder of Opioid Funds will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial amount.

(e) To the extent a County or Municipality wishes to pool, comingle, or otherwise transfer its share, in whole or part, of Opioid Funds to another County or Municipality, the comingling Municipalities may do so by written agreement. The comingling Municipalities shall provide a copy of that agreement to the State and any settlement administrator to ensure that monies are directed consistent with such agreement. The County or Municipality receiving any such Opioid Funds shall assume the responsibility for reporting how such Opioid Funds were utilized under this Agreement.

5. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year after deduction of Expenses and any funds due the federal government:

A. Years 1-6: 40%

B. Years 7-9: 35%

C. Years 10-12: 34%

D. Years 13-15: 33%

E. Years 16-18: 30%

6. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, DCF, and Local Governments on the priorities that should be addressed by expenditure of Opioid Funds and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Government representatives.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county of less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

(i) The Governor shall appoint two Members.

(ii) The Speaker of the House shall appoint one Member.

(iii) The Senate President shall appoint one Member.

(iv) The Attorney General or her designee shall be a Member.

(d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.

(e) Term - Members will be appointed to serve a four-year term and shall be staggered to comply with Florida Statutes § 20.052(4)(c).

(f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.

(g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.

(h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes or similar such uses for how monies should be spent the coming fiscal year to respond to the opioid epidemic. Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year.

(i) Accountability - The State and each of the Local Governments shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of expenditures on Approved Purposes. In setting those requirements, the Taskforce or Council shall consider the Reporting Templates, Deliverables, Performance Measures, and other already utilized and existing templates and forms required by DCF from Managing Entities and suggest that similar requirements be utilized by all Parties to this Agreement.

(j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

7. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds. Municipalities and Counties may take no more than a 5% administrative fee from any funds that they receive or control from the City/County Fund.

8. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

9. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

10. **Program Requirements**- DCF and Local Governments desire to make the most efficient and effective use of the Opioid Funds. DCF and Local Governments will work to achieve that goal by ensuring the following requirements will be minimally met by any governmental entity or provider providing services pursuant to a contract or grant of Opioid Funds:

a. In either performing services under this Agreement or contracting with a provider to provide services with the Opioid Funds under this Agreement, the State and Local Governments shall be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and similar regulations relating to the substance abuse and treatment services.

b. The State and Local Governments shall have and follow their existing policies and practices for accounting and auditing, including policies relating to whistleblowers and avoiding fraud, waste, and abuse. The State and Local Governments shall consider additional policies and practices recommended by the Opioid Abatement Taskforce or Council. c. In any award or grant to any provider, State and Local Governments shall ensure that each provider acknowledges its awareness of its obligations under law and shall audit, supervise, or review each provider's performance routinely, at least once every year.

d. In contracting with a provider, the State and Local Governments shall set performance measures in writing for a provider.

e. The State and Local Governments shall receive and report expenditures, service utilization data, demographic information, and national outcome measures in a similar fashion as required by the 42.U.S.C. s. 300x and 42 U.S.C. s. 300x-21.

f. The State and Local Governments, that implement evidenced based practice models will participate in fidelity monitoring as prescribed and completed by the originator of the model chosen..

g. The State and Local Governments shall ensure that each year, an evaluation of the procedures and activities undertaken to comply with the requirements of this Agreement are completed.

h. The State and Local Governments shall implement a monitoring process that will demonstrate oversight and corrective action in the case of non-compliance, for all providers that receive Opioid Funds. Monitoring shall include:

(i) Oversight of the any contractual or grant requirements;

(ii) Develop and utilize standardized monitoring tools;

(iii) Provide DCF and the Opioid Abatement Taskforce or Council with access to the monitoring reports; and

(iv) Develop and utilize the monitoring reports to create corrective action plans for providers, where necessary.

11. **Reporting and Records Requirements-** The State and Local Governments shall follow their existing reporting and records retention requirements along with considering any additional recommendations from the Opioid Abatement Taskforce or Council. Local Governments shall respond and provide documents to any reasonable requests from the State or Opioid Abatement Taskforce or Council for data or information about programs receiving Opioid Funds. The State and Local Governments shall ensure that any provider or sub-recipient of Opioid Funds at a minimum does the following:

(a) Any provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds. Upon demand, at no additional cost to the State or Local Government, any provider will facilitate the duplication and transfer of any records or documents during the term that it receives any Opioid Funds and the required retention period for the State or Local Government. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the State or Local Government.

(b) Any provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after its ceases to receives Opioid Funds or longer when required by law. In the event an audit is required by the State of Local Governments, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

(c) At all reasonable times for as long as records are maintained, persons duly authorized by State or Local Government auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.

(d) A financial and compliance audit shall be performed annually and provided to the State.

(e) All providers shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.) or the State.

(f) No record may be withheld nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

12. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the full contingent fees of Local Governments is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State in connection with the Settlement because their participation increases the amount of Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense Fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the Agreement shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten-to-eighteen-year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two payments of the Settlement. Accordingly, to offset the amounts being paid from the

City/County Fund to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	$150
Expense Fund (paid over 2 years):	$15
Amount Paid to Expense Fund in 1st year:	$7.5
Amount Paid to Expense Fund in 2nd year	$7.5
Amount that may be borrowed from Regional Fund in 1st year:	$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	$7.5
Amount that must be paid back to Regional Fund in 3rd year:	$5
Amount that must be paid back to Regional Fund in 4th year:	$5
Amount that must be paid back to Regional Fund in 5th year:	$5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the Agreement, by order of the Court. The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

13. **Dispute resolution-** Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph,; (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund; or (d) to recover amounts advanced from the Regional Fund for the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds. In the event that there is a National Settlement Administrator or similar entity, the Local Governments sole action for non-payment of

amounts due from the City/County Fund shall be against the particular settling defendant and/or the National Settlement Administrator or similar entity.

C. Other Terms and Conditions

1. **Governing Law and Venue**: This Agreement will be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Leon County, Florida.

2. **Agreement Management and Notification:** The Parties have identified the following individuals as Agreement Managers and Administrators:

a. State of Florida Agreement Manager:

Greg Slemp

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Greg.slemp@myfloridalegal.com

b. State of Florida Agreement Administrator

Janna Barineau

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Janna.barineau@myfloridalegal.com

c. Local Governments Agreement Managers and Administrators are listed on Exhibit C to this Agreement.

Changes to either the Managers or Administrators may be made by notifying the other Party in writing, without formal amendment to this Agreement.

3. **Notices**. All notices required under the Agreement will be delivered by certified mail, return receipt requested, by reputable air courier, or by personal delivery to the designee identified in paragraphs C.2., above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4. **Cooperation with Inspector General:** Pursuant to section 20.055, Florida Statutes, the Parties, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

5. **Public Records:** The Parties will keep and maintain public records pursuant to Chapter 119, Florida Statutes and will comply will all applicable provisions of that Chapter.

6. **Modification:** This Agreement may only be modified by a written amendment between the appropriate parties. No promises or agreements made subsequent to the execution of this Agreement shall be binding unless express, reduced to writing, and signed by the Parties.

7. **Execution in Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. **Assignment:** The rights granted in this Agreement may not be assigned or transferred by any party without the prior written approval of the other party. No party shall be permitted to delegate its responsibilities or obligations under this Agreement without the prior written approval of the other parties.

9. **Additional Documents:** The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

10. **Captions:** The captions contained in this Agreement are for convenience only and shall in no way define, limit, extend or describe the scope of this Agreement or any part of it.

11. **Entire Agreement:** This Agreement, including any attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

12. **Construction:** The parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The parties hereto further hereby mutually acknowledge that they have had input into the drafting of this Agreement and that, accordingly, in any construction to be made of this Agreement, it shall not be construed for or against any party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Agreement and the expressed intent of the parties.

13. **Capacity to Execute Agreement:** The parties hereto hereby represent and warrant that the individuals signing this Agreement on their behalf are duly authorized and fully competent to do so.

14. **Effectiveness:** This Agreement shall become effective on the date on which the last required signature is affixed to this Agreement.

IN WITNESS THEREOF, the parties hereto have caused the Agreement to be executed by their undersigned officials as duly authorized.

STATE OF FLORIDA

John Guard 11/15/2021

By: John Guard DATED

Its: Chief Deputy Attorney General

EXHIBIT A

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].[1]

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

---

[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;

4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools.;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

EXHIBIT B

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:[2]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

---

[2] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

    a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

    b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

    c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

    e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

    a. Increase the number of prescribers using PDMPs;

    b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT C

County	Allocated Subdivisions	Regional % by County for Abatement Fund	City/County Fund %
Alachua		1.241060164449%	
	Alachua County		0.821689546303%
	Alachua		0.013113332457%
	Archer		0.000219705515%
	Gainesville		0.381597611347%
	Hawthorne		0.000270546460%
	High Springs		0.011987568663%
	La Crosse		0.000975056706%
	Micanopy		0.002113530737%
	Newberry		0.006102729215%
	Waldo		0.002988721299%
Baker		0.193173804130%	
	Baker County		0.169449240037%
	Glen St. Mary		0.000096234647%
	Macclenny		0.023628329446%
Bay		0.839656373312%	
	Bay County		0.508772605155%
	Callaway		0.024953825527%
	Lynn Haven		0.039205632015%
	Mexico Beach		0.005614292988%
	Panama City		0.155153855596%
	Panama City Beach		0.080897023117%
	Parker		0.008704696178%
	Springfield		0.016354442736%
Bradford		0.189484204081%	
	Bradford County		0.151424309090%
	Brooker		0.000424885045%
	Hampton		0.002839829959%
	Lawtey		0.003400896108%
	Starke		0.031392468132%
Brevard		3.878799180444%	
	Brevard County		2.323022668525%
	Cape Canaveral		0.045560750209%

	Cocoa		0.149245411423%
	Cocoa Beach		0.084363286155%
	Grant-Valkaria		0.000321387406%
	Indialantic		0.024136738902%
	Indian Harbour Beach		0.021089913665%
	Malabar		0.002505732317%
	Melbourne		0.383104682233%
	Melbourne Beach		0.012091066302%
	Melbourne Village		0.003782203200%
	Palm Bay		0.404817397481%
	Palm Shores		0.000127102364%
	Rockledge		0.096603243798%
	Satellite Beach		0.035975416224%
	Titusville		0.240056418924%
	West Melbourne		0.051997577066%
Broward		9.057962672578%	
	Broward County		3.966403576878%
	Coconut Creek		0.101131719448%
	Cooper City		0.073935445073%
	Coral Springs		0.323406517664%
	Dania Beach		0.017807041180%
	Davie		0.266922227153%
	Deerfield Beach		0.202423224725%
	Fort Lauderdale		0.830581264531%
	Hallandale Beach		0.154950491814%
	Hillsboro Beach		0.012407006463%
	Hollywood		0.520164608456%
	Lauderdale-By-The-Sea		0.022807611325%
	Lauderdale Lakes		0.062625150435%
	Lauderhill		0.144382838130%
	Lazy Lake		0.000021788977%
	Lighthouse Point		0.029131861803%
	Margate		0.143683775129%
	Miramar		0.279280208419%
	North Lauderdale		0.066069624496%

	Oakland Park		0.100430840699%
	Ocean Breeze		0.005381877237%
	Parkland		0.045804060448%
	Pembroke Park		0.024597938908%
	Pembroke Pines		0.462832363603%
	Plantation		0.213918725664%
	Pompano Beach		0.335472163493%
	Sea Ranch Lakes		0.005024174870%
	Southwest Ranches		0.025979723178%
	Sunrise		0.286071106146%
	Tamarac		0.134492458472%
	Weston		0.138637811283%
	West Park		0.029553115352%
	Wilton Manors		0.031630331127%
Calhoun		0.047127740781%	
	Calhoun County		0.038866087128%
	Altha		0.000366781107%
	Blountstown		0.007896688293%
Charlotte		0.737346233376%	
	Charlotte County		0.690225755587%
	Punta Gorda		0.047120477789%
Citrus		0.969645776606%	
	Citrus County		0.929715661117%
	Crystal River		0.021928789266%
	Inverness		0.018001326222%
Clay		1.193429461456%	
	Clay County		1.055764891131%
	Green Cove Springs		0.057762577142%
	Keystone Heights		0.000753535443%
	Orange Park		0.078589207339%
	Penney Farms		0.000561066149%
Collier		1.551333376427%	
	Collier County		1.354673336030%
	Everglades		0.000148891341%
	Marco Island		0.062094952003%

	Naples		0.134416197054%
Columbia		0.446781150792%	
	Columbia County		0.341887201373%
	Fort White		0.000236047247%
	Lake City		0.104659717920%
DeSoto		0.113640407802%	
	DeSoto County		0.096884684746%
	Arcadia		0.016755723056%
Dixie		0.103744580900%	
	Dixie County		0.098822087921%
	Cross City		0.004639236282%
	Horseshoe Beach		0.000281440949%
Duval		5.434975156935%	
	Jacksonville		5.270570064997%
	Atlantic Beach		0.038891507601%
	Baldwin		0.002251527589%
	Jacksonville Beach		0.100447182431%
	Neptune Beach		0.022814874318%
Escambia		1.341634449244%	
	Escambia County		1.005860871574%
	Century		0.005136751249%
	Pensacola		0.330636826421%
Flagler		0.389864712244%	
	Flagler Counry		0.279755934409%
	Beverly Beach		0.000154338585%
	Bunnell		0.009501809575%
	Flagler Beach		0.015482883669%
	Marineland		0.000114392127%
	Palm Coast		0.084857169626%
Franklin		0.049911282550%	
	Franklin County		0.046254365966%
	Apalachicola		0.001768538606%
	Carabelle		0.001888377978%
Gadsden		0.123656074077%	
	Gadsden County		0.090211810642%

	Chattahoochee		0.004181667772%
	Greensboro		0.000492067723%
	Gretna		0.002240633101%
	Havana		0.005459954403%
	Midway		0.001202025213%
	Quincy		0.019867915223%
Gilchrist		0.064333769355%	
	Gilchrist County		0.061274233881%
	Bell		0.000099866143%
	Fanning Springs		0.000388570084%
	Trenton		0.002571099247%
Glades		0.040612836758%	
	Glades County		0.040420367464%
	Moore Haven		0.000192469294%
Gulf		0.059914238588%	
	Gulf County		0.054715751905%
	Port St. Joe		0.004817179591%
	Wewahitchka		0.000381307092%
Hamilton		0.047941195910%	
	Hamilton County		0.038817061931%
	Jasper		0.004869836285%
	Jennings		0.002623755940%
	White Springs		0.001630541754%
Hardee		0.067110048132%	
	Hardee County		0.058100306280%
	Bowling Green		0.001797590575%
	Wauchula		0.006667426860%
	Zolfo Springs		0.000544724417%
Hendry		0.144460915297%	
	Hendry County		0.122147187443%
	Clewiston		0.017589151414%
	LaBelle		0.004724576440%
Hernando		1.510075949110%	
	Hernando County		1.447521612849%
	Brooksville		0.061319627583%

	Weeki Wachee		0.001234708678%
Highlands		0.357188510237%	
	Highlands County		0.287621754986%
	Avon Park		0.025829016090%
	Lake Placid		0.005565267790%
	Sebring		0.038172471371%
Hillsborough		8.710984113657%	
	Hillsborough County		6.523111204400%
	Plant City		0.104218491142%
	Tampa		1.975671881253%
	Temple Terrace		0.107980721113%
Holmes		0.081612427851%	
	Holmes County		0.066805002459%
	Bonifay		0.006898026863%
	Esto		0.006269778036%
	Noma		0.001278286631%
	Ponce de Leon		0.000179759057%
	Westville		0.000179759057%
Indian River		0.753076058781%	
	Indian River County		0.623571460217%
	Fellsmere		0.004917045734%
	Indian River shores		0.025322422382%
	Orchid		0.000306861421%
	Sebastian		0.038315915467%
	Vero Beach		0.060642353558%
Jackson		0.158936058795%	
	Jackson County		0.075213731704%
	Alford		0.000303229925%
	Bascom		0.000061735434%
	Campbellton		0.001648699234%
	Cottondale		0.001093080329%
	Graceville		0.002794436257%
	Grandridge		0.000030867717%
	Greenwood		0.001292812616%
	Jacob City		0.000481173235%

	Malone		0.000092603151%
	Marianna		0.073519638768%
	Sneads		0.002404050426%
Jefferson		0.040821647784%	
	Jefferson County		0.037584169001%
	Monticello		0.003237478783%
Lafayette		0.031911772076%	
	Lafayette County		0.031555885457%
	Mayo		0.000355886619%
Lake		1.139211224519%	
	Lake County		0.757453827343%
	Astatula		0.002727253579%
	Clermont		0.075909163209%
	Eustis		0.041929254098%
	Fruitland Park		0.008381493024%
	Groveland		0.026154034992%
	Howey-In-The-Hills		0.002981458307%
	Lady Lake		0.025048244426%
	Leesburg		0.091339390185%
	Mascotte		0.011415608025%
	Minneola		0.016058475803%
	Montverde		0.001347285057%
	Mount Dora		0.041021380070%
	Tavares		0.031820984673%
	Umatilla		0.005623371728%
Lee		3.325371883359%	
	Lee County		2.115268407509%
	Bonita Springs		0.017374893143%
	Cape Coral		0.714429677167%
	Estero		0.012080171813%
	Fort Myers		0.431100350585%
	Fort Myers Beach		0.000522935440%
	Sanibel		0.034595447702%
Leon		0.897199244939%	
	Leon County		0.471201146391%

	Tallahassee		0.425998098549%
Levy		0.251192401748%	
	Levy County		0.200131750679%
	Bronson		0.005701448894%
	Cedar Key		0.005180329202%
	Chiefland		0.015326729337%
	Fanning Springs		0.000808007885%
	Inglis		0.004976965420%
	Otter Creek		0.000408543312%
	Williston		0.017774357715%
	Yankeetown		0.000884269303%
Liberty		0.019399452225%	
	Liberty County		0.019303217578%
	Bristol		0.000096234647%
Madison		0.063540287455%	
	Madison County		0.053145129837%
	Greenville		0.000110760631%
	Lee		0.000019973229%
	Madison		0.010264423758%
Manatee		2.721323346235%	
	Manatee County		2.201647174006%
	Anna Maria		0.009930326116%
	Bradenton		0.379930754632%
	Bradenton Beach		0.014012127744%
	Holmes Beach		0.028038781473%
	Longboat Key		0.034895046131%
	Palmetto		0.052869136132%
Marion		1.701176168960%	
	Marion County		1.303728892837%
	Belleview		0.009799592256%
	Dunnellon		0.018400790795%
	McIntosh		0.000145259844%
	Ocala		0.368994504094%
	Reddick		0.000107129135%
Martin		0.869487298116%	

	Martin County		0.750762795758%
	Jupiter Island		0.020873839646%
	Ocean Breeze Park		0.008270732393%
	Sewall's Point		0.008356072551%
	Stuart		0.081223857767%
Miami-Dade		5.232119784173%	
	Miami-Dade County		4.282797675552%
	Aventura		0.024619727885%
	Bal Harbour		0.010041086747%
	Bay Harbor Islands		0.004272455175%
	Biscayne Park		0.001134842535%
	Coral Gables		0.071780152131%
	Cutler Bay		0.009414653668%
	Doral		0.013977628531%
	El Portal		0.000924215760%
	Florida City		0.003929278792%
	Golden Beach		0.002847092951%
	Hialeah		0.098015895785%
	Hialeah Gardens		0.005452691411%
	Homestead		0.024935668046%
	Indian Creek		0.002543863026%
	Key Biscayne		0.013683477346%
	Medley		0.008748274131%
	Miami		0.292793005448%
	Miami Beach		0.181409572478%
	Miami Gardens		0.040683650932%
	Miami Lakes		0.007836768608%
	Miami Shores		0.006287935516%
	Miami Springs		0.006169911893%
	North Bay Village		0.005160355974%
	North Miami		0.030379280717%
	North Miami Beach		0.030391990953%
	Opa-locka		0.007847663096%
	Palmetto Bay		0.007404620570%
	Pinecrest		0.008296152866%

	South Miami		0.007833137111%
	Sunny Isles Beach		0.007693324511%
	Surfside		0.004869836285%
	Sweetwater		0.004116300842%
	Virginia Gardens		0.001172973244%
	West Miami		0.002654623657%
Monroe		0.476388738585%	
	Monroe County		0.330124785469%
	Islamorada		0.022357305808%
	Key Colony Beach		0.004751812661%
	Key West		0.088087385417%
	Layton		0.000150707089%
	Marathon		0.030916742141%
Nassau		0.476933463002%	
	Nassau County		0.392706357951%
	Callahan		0.000225152759%
	Fernandina Beach		0.083159445195%
	Hillard		0.000842507098%
Okaloosa		0.819212865955%	
	Okaloosa County		0.612059617545%
	Cinco Bayou		0.000733562214%
	Crestview		0.070440130066%
	Destin		0.014678507281%
	Fort Walton Beach		0.077837487644%
	Laurel Hill		0.000079892914%
	Mary Esther		0.009356549730%
	Niceville		0.021745398713%
	Shalimar		0.001824826796%
	Valparaiso		0.010456893052%
Okeechobee		0.353495278692%	
	Okeechobee County		0.314543851405%
	Okeechobee		0.038951427287%
Orange		4.671028214546%	
	Orange County		3.063330386979%
	Apopka		0.097215150892%

	Bay Lake		0.023566594013%
	Belle Isle		0.010798253686%
	Eatonville		0.008325204835%
	Edgewood		0.009716067845%
	Lake Buena Vista		0.010355211161%
	Maitland		0.046728276209%
	Oakland		0.005429086686%
	Ocoee		0.066599822928%
	Orlando		1.160248481490%
	Windemere		0.007548064667%
	Winter Garden		0.056264584996%
	Winter Park		0.104903028159%
Osceola		1.073452092940%	
	Osceola County		0.837248691390%
	Kissimmee		0.162366006872%
	St. Cloud		0.073837394678%
Palm Beach		8.601594372053%	
	Palm Beach County		5.552548475026%
	Atlantis		0.018751230169%
	Belle Glade		0.020828445945%
	Boca Raton		0.472069073961%
	Boynton Beach		0.306498271771%
	Briny Breezes		0.003257452012%
	Cloud Lake		0.000188837798%
	Delray Beach		0.351846579457%
	Glen Ridge		0.000052656694%
	Golf		0.004283349663%
	Greenacres		0.076424835657%
	Gulf Stream		0.010671151322%
	Haverhill		0.001084001589%
	Highland Beach		0.032510968934%
	Hypoluxo		0.005153092982%
	Juno Beach		0.016757538804%
	Jupiter Island		0.125466374888%
	Jupiter Inlet Colony		0.005276563849%

	Lake Clarke Shores		0.007560774903%
	Lake Park		0.029433275980%
	Lake Worth		0.117146617298%
	Lantana		0.024507151505%
	Loxahatchee Groves		0.002531152789%
	Manalapan		0.021632822333%
	Mangonia Park		0.010696571795%
	North Palm Beach		0.044349646256%
	Ocean Ridge		0.012786497807%
	Pahokee		0.004018250447%
	Palm Beach		0.185476848123%
	Palm Beach Gardens		0.233675880257%
	Palm Beach Shores		0.014135598612%
	Palm Springs		0.038021764282%
	Riviera Beach		0.163617057282%
	Royal Palm Beach		0.049295743959%
	South Bay		0.001830274040%
	South Palm Beach		0.005866681967%
	Tequesta		0.031893614595%
	Wellington		0.050183644758%
	West Palm Beach		0.549265602541%
Pasco		4.692087260494%	
	Pasco County		4.319205239813%
	Dade City		0.055819726723%
	New Port Richey		0.149879107494%
	Port Richey		0.049529975458%
	San Antonio		0.002189792155%
	St. Leo		0.002790804761%
	Zephyrhills		0.112672614089%
Pinellas		7.934889816777%	
	Pinellas County		4.546593184553%
	Belleair		0.018095745121%
	Belleair Beach		0.004261560686%
	Belleair Bluffs		0.007502670965%
	Belleair Shore		0.000439411029%

	Clearwater		0.633863120196%
	Dunedin		0.102440873796%
	Gulfport		0.047893986460%
	Indian Rocks Beach		0.008953453662%
	Indian Shores		0.011323004874%
	Kenneth City		0.017454786058%
	Largo		0.374192990777%
	Madeira Beach		0.022616957779%
	North Reddington Beach		0.003820333909%
	Oldsmar		0.039421706033%
	Pinellas Park		0.251666311991%
	Redington Beach		0.003611522882%
	Redington Shores		0.006451352841%
	Safety Harbor		0.038061710740%
	Seminole		0.095248695748%
	South Pasadena		0.029968921656%
	St. Pete Beach		0.071791046619%
	St. Petersburg		1.456593090134%
	Tarpon Springs		0.101970595050%
	Treasure Island		0.040652783215%
Polk		2.150483025298%	
	Polk County		1.558049828484%
	Auburndale		0.028636162584%
	Bartow		0.043971970660%
	Davenport		0.005305615818%
	Dundee		0.005597951255%
	Eagle Lake		0.002580177987%
	Fort Meade		0.007702403251%
	Frostproof		0.005857603227%
	Haines City		0.047984773863%
	Highland Park		0.000063551182%
	Hillcrest Heights		0.000005447244%
	Lake Alfred		0.007489960729%
	Lake Hamilton		0.002540231530%
	Lakeland		0.294875668468%

	Lake Wales		0.036293172134%
	Mulberry		0.005414560702%
	Polk City		0.001080370093%
	Winter Haven		0.097033576087%
Putnam		0.384893194068%	
	Putnam County		0.329225990182%
	Crescent City		0.005561636294%
	Interlachen		0.001877483489%
	Palatka		0.046955244716%
	Pomona Park		0.000379491344%
	Welaka		0.000893348043%
Santa Rosa		0.701267319513%	
	Santa Rosa County		0.592523984216%
	Gulf Breeze		0.061951507906%
	Jay		0.000159785829%
	Milton		0.046632041562%
Sarasota		2.805043857579%	
	Sarasota County		1.924315263251%
	Longboat Key		0.044489458856%
	North Port		0.209611771277%
	Sarasota		0.484279979635%
	Venice		0.142347384560%
Seminole		2.141148264544%	
	Seminole County		1.508694164839%
	Altamonte Springs		0.081305566430%
	Casselberry		0.080034542791%
	Lake Mary		0.079767627827%
	Longwood		0.061710013415%
	Oviedo		0.103130858057%
	Sanford		0.164243490362%
	Winter Springs		0.062262000824%
St. Johns		0.710333349554%	
	St. Johns County		0.656334818131%
	Hastings		0.000010894488%
	Marineland		0.000000000000%

	St. Augustine		0.046510386442%
	St. Augustine Beach		0.007477250493%
St. Lucie		1.506627843552%	
	St. Lucie County		0.956156584302%
	Fort Pierce		0.159535255654%
	Port St. Lucie		0.390803453989%
	St. Lucie Village		0.000132549608%
Sumter		0.326398870459%	
	Sumter County		0.302273026046%
	Bushnell		0.006607507174%
	Center Hill		0.001312785844%
	Coleman		0.000748088199%
	Webster		0.001423546476%
	Wildwood		0.014033916721%
Suwannee		0.191014879692%	
	Suwannee County		0.161027800555%
	Branford		0.000929663004%
	Live Oak		0.029057416132%
Taylor		0.092181897282%	
	Taylor County		0.069969851319%
	Perry		0.022212045963%
Union		0.065156303224%	
	Union County		0.063629259109%
	Lake Butler		0.001398126003%
	Raiford		0.000012710236%
	Worthington Springs		0.000116207876%
Volusia		3.130329674480%	
	Volusia County		1.708575342287%
	Daytona Beach		0.447556475212%
	Daytona Beach Shores		0.039743093439%
	DeBary		0.035283616215%
	DeLand		0.098983689498%
	Deltona		0.199329190038%
	Edgewater		0.058042202343%
	Flagler Beach		0.000223337011%

	Holly Hill		0.031615805143%
	Lake Helen		0.004918861482%
	New Smyrna Beach		0.104065968306%
	Oak Hill		0.004820811087%
	Orange City		0.033562287058%
	Ormond Beach		0.114644516477%
	Pierson		0.002333236251%
	Ponce Inlet		0.023813535748%
	Port Orange		0.177596501562%
	South Daytona		0.045221205323%
Wakulla		0.115129321208%	
	Wakulla County		0.114953193647%
	Sopchoppy		0.000107129135%
	St. Marks		0.000068998426%
Walton		0.268558216151%	
	Walton County		0.224268489581%
	DeFuniak Springs		0.017057137234%
	Freeport		0.003290135477%
	Paxton		0.023942453860%
Washington		0.120124444109%	
	Washington County		0.104908475404%
	Caryville		0.001401757499%
	Chipley		0.012550450560%
	Ebro		0.000221521263%
	Vernon		0.000361333863%
	Wausau		0.000680905521%
		100.00%	100.00%

Opioid Support Grants – Overview and Guidelines

Key Dates:

Date	Activity
09/06/2024	Application period opens
09/27/2024 By 5:00pm	Question and Answer period ends (Questions must be submitted via OpenGov)
10/20/2024 by 11:59pm	**Applications due in OpenGov**
12/09/2024 09:00am – 12:00pm **Tentative, to be confirmed prior to application open date*	Review Committee Meeting – Applicants selected (Public meeting at City Hall – 175 5th St. N. St. Pete, FL 33701 – Conference Room 100)

Introduction / Purpose:

The City of St. Petersburg will receive approximately $6,000,000 over the next 18 years through the State of Florida Opioid Settlement, to mitigate the effects of the opioid epidemic. The Settlement Agreement requires all funds be directed to opioid abatement, following the Approved Uses outlined in Exhibits A and B in the Settlement Agreement.

The opioid crisis has deeply affected families, overwhelmed public health resources, and created enduring challenges for emergency responders and law enforcement officials. Pinellas County continually ranks among the highest in the state of Florida for number of opioid-related overdose deaths, a large portion of which originate in St. Petersburg. In 2022, one person died every 14 hours in Pinellas County from an opioid-related overdose.

The securing of settlement funds represents a crucial step toward community healing and recovery. Settlement dollars will be used to fund grants that directly address the opioid crisis through treatment and recovery support services, overdose prevention and harm reduction, and/or substance use prevention and education – with a specific focus on respite housing, harm reduction, and peer support. Additionally, the City intends to use these dollars to fill gaps in other funding sources, to help scale and increase the impact of programs that work to combat the opioid epidemic.

The City of St. Petersburg is seeking proposals from eligible non-profit organizations that demonstrate a clear understanding of the local impact of the opioid crisis and propose innovative, sustainable solutions. The City is allocating up to $1,000,000 to these Opioid Support Grants, which will be awarded in both small grant and large grant tiers, to proposals that align with the priority impact areas.

Priority Impact Areas:

Guided by the State of Florida's Opioid Settlement list of approved uses and informed by the Pinellas County Opioid Task Force's strategic plan, the City of St. Petersburg seeks to fund grant proposals that align with the principles, priorities, and overarching categories outlined below.

Opioid Support Grants – Overview and Guidelines

With this opportunity, **the City seeks to fill resource or service gaps** that exist in the community. The City intends to use this funding to award grants to proposals that are new and innovative, that are **not already being funded by existing sources** – proposals that, with this funding, would allow the new initiative to be implemented.

In addition to accepting proposals that align with those principles and overarching categories, **City priority** in awarding grants will be given to proposals that focus on **respite housing, harm reduction, and peer support**.

Categories of Impact Areas:

1. **Treatment and Recovery Support Services**: This category seeks to fund proposals that increase opportunities for individualized treatment programs and peer support and recovery services among people with Opioid Use Disorder (OUD).
   Examples of work in this impact area may include, but are not limited to, the following strategies from the Settlement Agreement Approved Uses:

   - Residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate Medication-Assisted Treatment (MAT) with other support services.
   - Expand warm hand-off services to transition to recovery services.
   - Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare.
   - Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
   - Expand availability of treatment for Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder (SUD)/Mental Health (MH) conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
   - Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
   - Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
   - Create and/or support recovery high schools.

2. **Overdose Prevention & Harm Reduction:** This category seeks to fund proposals that prevent overdose deaths and reduce other opioid-related harms among people with OUD.
   Examples of work in this impact area may include, but are not limited to, the following strategies from the Settlement Agreement Approved Uses:

   - Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD (Opioid Use Disorder) and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

   - Educate the public and first responders regarding the existence and operation of immunity and Good Samaritan laws.

   - Evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

     1. Please note that while the Approved Uses document includes references to supporting syringe service programs, FL Statute 381.0038 still applies to syringe-service program operations. 381.0038(f): “State, county, or municipal funds may not be used to operate [a sterile needle and syringe] exchange program. Exchange programs shall be funded through grants and donations from private resources and funds.” The Office of the Attorney General advised that these Opioid Settlement dollars are considered state funds.

   - Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

3. **Substance Use Prevention & Education**: This category seeks to fund proposals that provide education and supportive opportunities to prevent substance use and reduce community stigma.
   Examples of work in this impact area may include, but are not limited to, the following strategies from the Settlement Agreement Approved Uses:

   - Funding for media campaigns to prevent opioid use (similar to the FDA’s “Real Cost” campaign to prevent youth from misusing tobacco)

   - Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

   - Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention

Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

- Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
- Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
- Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

Note that these are not exhaustive lists; a wide range of services and programs can be supported through this grant program. In the application, each agency will provide details about their proposal, identify how it fits into the City's priorities or overarching impact areas, and how it aligns with the State of Florida's approved uses.

Grant Types:

The total available funding for the Opioid Support Grants program is up to $1,000,000. Individual grant amounts will fall into two tiers as outlined below. Applicants may submit one proposal under each tier – i.e. applicants are allowed to submit two proposals total, one up to $25,000 and one up to $100,000. This is not required; applicants can submit only one application under the tier of their choosing if they do not want to apply for both tiers. Depending on committee scores and final determinations, applicants may receive funding for none, one, or both of their proposals. If an applicant does submit two proposals, they must be seeking funding for two different projects – an organization cannot apply for funding under both tiers to support to same exact program.

- Tier 1 – Organizational Support Grants:
  - Up to $25,000
  - Can support organizations that are working to advance treatment and recovery support services, overdose prevention and harm reduction, and/or substance use prevention and education. Funding can be used to support a wide range of operating and program costs.
    - Priority in awarding grants will be given to proposals that focus on respite housing, harm reduction, and peer support.
- Tier 2 – Program Grants:
  - Up to $100,000
  - Can create or support specific programs and projects that directly advance treatment and recovery support services, overdose prevention and harm reduction, and/or substance use prevention and education. Funding can be used to support staff time and specific program-related costs.

    - Priority in awarding grants will be given to proposals that focus on respite housing, harm reduction, and peer support.
- Proposed projects for both tiers must cover a period of only 1 year, to begin on 2/1/2025 and be successfully completed on or before 1/31/2026 (approximate date range, the period of performance will be finalized after Council approval and execution of grant agreement).

Applicant Eligibility Criteria and Additional Considerations:

Applicants must:

- Be a non-profit organization, registered with the Florida Department of Agriculture, and have current 501(c)(3) designation with the IRS at the time of application submission.
- Have been operational for a minimum of 2 years prior to the application date and have previous experience implementing programs or services as proposed.
- Demonstrate their organization's history serving residents in St. Petersburg.
- Be in good standing regarding compliance with existing or past City grants, awards, or programs with no outstanding debts or liens.
- Agree to the terms and conditions contained in the Opioid Support Grants Agreement *(link to document located in OpenGov)*. No exceptions to the terms and conditions of the agreement will be permitted.
- Applicants must meet and maintain minimum insurance requirements, as needed and as determined by the City of St. Petersburg's Risk Management department.
- Applicants must ensure all staff and volunteers who have contact with children under 18 years of age have completed and cleared background checks on file prior to the start of the program.
- Applicants must demonstrate a commitment to equity, inclusion, and non-discrimination with respect to race, ethnicity, socioeconomic status, gender, sexual orientation, age, physical and cognitive ability, immigration status, and religion, among participants, board members, leadership team and staff.

Project Requirements:

Project proposals must:

- Align with the Core Strategies and/or Approved Uses as outlined in the State of Florida's Opioid Settlement Agreement Exhibits A and B.
- Align with the City's principles and impact areas listed above.
- Demonstrate the need in the community, how the agency's proposed project will address that need, and describe the proposed project's impact in the community.
- Only serve residents within City of St. Petersburg city limits.
- Demonstrate evidence of prior success in managing similar programs or initiatives.
- Include a detailed description of the project or initiative, including objectives, target population, key strategies, timeline, and expected outcomes.

- Describe the key team members who will work on the project if awarded, including a brief description of their history with your organization and experience relevant to the proposed project (for example: work experience, credentials, certifications, etc.).

Required Documents:

- Completed application through the OpenGov portal, on or before the application deadline
- Organization's Annual Budget
- IRS 501(c)(3) Tax Determination Letter
- Proof of registration with the Florida Department of Agriculture
- Sunbiz documentation
- Most recent audited financials or a board-approved financial statement.
    - If your organization does not have audited financials, please submit your board-approved financial statement compilation conducted by an independent third-party.
- Project Budget and Narrative (*template link located in OpenGov*) – all costs must be allowable, reasonable, and necessary to directly support the proposed project.
- [Required for Tier 2: $100,000 / Optional for Tier 1: $25,000] Organization's Board of Directors List – with their company or community affiliation and city of residence.
- [Required for Tier 2: $100,000 / Optional for Tier 1: $25,000] Completed Questionnaire for Funding Assessment (form located in OpenGov)
- [Optional] Letter(s) of support from community stakeholders who have previously experienced the impact of the applicant agency's work.

Reporting and Payment Structure:

Agencies will be reimbursed on a monthly basis, after the City's review and approval of documentation that evidences payment of expenditures for the items listed in the approved project budget. All grantees will be required to report on their expenditures and program activities, with required backup documentation to support their reporting (i.e. receipts, invoices, payroll, contracts). Narrative reports will include activities to date, program outputs, demonstration of progress towards outcomes, etc.

Awarded agencies will also be required to submit to the City such data, reports, records, contracts, and other documents relating to the awarded project as the City or the State may require, as more particularly described in the Settlement Agreement. Providers who receive Opioid Settlement Funding through this grant are required by the State of Florida to upload monthly data reports into the statewide reporting portal. This required data will include: data on individuals served, diagnosis, demographics, and outcomes. If your organization is selected to receive these grant funds, additional information will be provided on how to access the portal and upload your reports.

In the proposed project budget, the applicant may indicate if they are requesting consideration for advanced payment for any line items in the budget. Note that there are no guarantees that this request will be granted.

Opioid Support Grants – Overview and Guidelines

Application Process:

- Application period: 09/06/2024 – 10/20/2024
- Question and Answer period: all questions must be asked in the OpenGov portal, with a deadline of 09/27/2024 at 5:00pm for final questions.
- Deadline: Proposals must be submitted in OpenGov by 10/20/2024 at 11:59pm. Late or incomplete submissions will not be considered. Make sure to check your uploaded documents to ensure they uploaded correctly and in full.

Selection Process:

After the submission period closes, applications will be reviewed by City staff for completeness to ensure submissions have met the required organization and project eligibility guidelines, have answered all application questions, and include submission of all required documentation.

Incomplete applications or applications missing required documents will not be moved forward in the grant review and deliberation process. Applicants will be notified if their proposals do not move on to the next step in the process.

Applications will be independently reviewed by an inter-departmental grant review committee. Reviewers will assign preliminary scores based upon the Evaluation Rubric *(copy of rubric located in OpenGov)*

All eligible applications will be made available to Committee members prior to the public review and deliberation meeting. Committee members will rate proposals individually before convening publicly. After Committee members have reviewed and scored each proposal, the highest and lowest scores for that application are eliminated and not factored into the overall scoring. If there are identical high and/or low scores for the application, only one of these scores will be eliminated at the high and low ends of the scores.

An average score will be calculated for each application. A minimum average of 80% of total possible points must be obtained to move into deliberations and award recommendations.

The Committee will meet in person to give final applicant scores and recommend awards on November 14, 2024, at City Hall – Conference Room 100 (175 5th St N., St. Pete, FL 33701) from 09:00am to 12:00pm. This meeting will be open to the public.

Applicants will be notified about the outcome of the committee review and if they were awarded a grant. Selected proposals are required to be approved by City Council after selection due to the City's purchasing requirements. This City Council approval is expected to take place in early December 2024.

The City reserves the right to: (a) Modify, waive, or otherwise vary these guidelines at any time, including but not limited to, the date schedule and application requirements; (b) Waive irregularities in the applications; (c) Reject or refuse any or all applications. The City reserves the right to disqualify applicants at any time upon evidence of collusion with intent to defraud or other illegal practices. The City reserves the right to disqualify applicants at any time upon determination that the organization has had investigative or corrective actions, or has been suspended or debarred from participating in federal,

State, or local funded programs, in such a manner that would impact its ability to successfully execute the proposed program and manage the awarded funds.

Other Reference Documents:

State of Florida Opioid Settlement Agreement

Pinellas County Opioid Task Force Strategic Plan

INFORMATION DESIGNATED A TRADE SECRET AND/OR CONFIDENTIAL AND/OR PROPRIETARY

All applications (including all documentation and materials attached to applications or provided in connection with this applications) submitted to the City are subject to Florida's public records laws (i.e., Chapter 119, Florida Statutes), which requires disclosure of public records, unless exempt, if a public records request is made. Applications (including all documentation and materials attached to applications or provided in connection with applications (even if in a separate electronic file) submitted to the City cannot be returned. THE CITY WILL NOT CONSIDER APPLICATIONS IF THE ENTIRE APPLICATION IS LABELED A TRADE SECRET AND/OR CONFIDENTIAL AND/OR PROPRIETARY.

If an applicant believes that its application contains information that is a trade secret (as defined by Florida law) and/or information that is confidential and/or proprietary and therefore exempt from disclosure, then such information must be submitted in a separate electronic file and comply with the following requirements. In addition to submitting the information in a separate envelope, the applicant must include a general description of the information designated as a trade secret and/or confidential and/or proprietary and provide reference to the Florida statute or other law which exempts such designated information from disclosure in the event a public records request.

The City does not warrant or guarantee that information designated by the applicant as a trade secret and/or confidential and/or proprietary is a trade secret and/or confidential and/or proprietary and exempt from disclosure. The City offers no opinion as to whether the reference to the Florida statute or other law by the applicant is/are correct and/or accurate. Please be aware that the designation of information as a trade secret and/or confidential and/or proprietary may be challenged in court by any person or entity. By designation of information as a trade secret and/or confidential and/or proprietary, the applicant agrees to defend and indemnify the City, its employees, agents and elected and appointed officials ("Indemnified Parties") against any and all claims, demands and actions (whether or not a lawsuit is commenced) arising out of or in connection with applicant's designation of information as a trade secret and/or confidential and/or proprietary and to hold harmless the Indemnified Parties for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees (including those of the City Attorney's office) incurred by the City by reason of any claim, demand or action arising out of or related to proposer's designation of information as a trade secret and/or confidential and/or proprietary.

Failure to comply with the requirements above shall be deemed as a waiver by the applicant to claim that any information in its application is a trade secret and/or confidential and/or proprietary, regardless of whether such information is labeled trade secret and/or confidential and/or proprietary. Applicant

acknowledges, understands, and agrees that all information in its application (not including information submitted in a separate envelope and designated trade secret and/or confidential and/or proprietary in accordance with the requirements in this section) will be disclosed, without any notice to the applicant, if a public records request is made for such information, and the City shall not be liable to the applicant for such disclosure.

Applicant acknowledges and understands that applicant's application, including the information submitted in a separate envelope and designated trade secret and/or confidential and/or proprietary in accordance with the requirements in this section, will be distributed to City staff and City consultants to allow agency's entire application, including the information submitted in a separate envelope, to be evaluated.

CITY NOT RESPONSIBLE FOR PREPARATION COSTS

The City will not pay any costs associated with the preparation, submittal, presentation or evaluation of any application.

Opioid Settlement Funds – Grant Program

City Council Report – September 5, 2024



Opioid Support Grants: History

- In 2018 and 2019, the City signed on to several lawsuits against prescription opiate manufacturers, distributors, and retailers under the National Prescription Opiate Litigation umbrella
- States brought their local governments together to form statewide plans on how to manage the incoming settlement dollars
- In November 2021, the State of FL Statewide Response Agreement was signed and divided opioid settlement monies into State, Regional, and Local buckets

Opioid Support Grants: State Requirements

- Outlined in the State of Florida Opioid Response Agreement, there are expenditure and reporting requirements
  - Exhibits A and B: Approved Uses – dictates how the funds can be spent by the City
    - The settlement dollars must be used to fund opioid education, treatment, and prevention strategies
  - Required financial and programmatic reporting by cities/counties and by the providers receiving funding from those local governments
  - Oversight by DCF, Statewide Council on Opioid Abatement

Opioid Support Grants: Funding Update

- Spread over a period of **18 years**, the City is expected to receive approximately $6,000,000
  - The total funding expected each year continues to vary, this total is an estimate
- To date, the City has received **$1,084,365.03**
  - FY23: received $310,871.37
  - FY24: received $773,493.66
- $0 expended to date

Opioid Support Grants: Local Data

- In 2022, there were 597 accidental overdose deaths in Pinellas County
  - 80% of which were from opioids
  - This means that one person died from an overdose every 14 hours in Pinellas County
- Interim 2023 Medical Examiners report (covers Jan-June 2023) shows:
  - Overall, overdoses and overdose deaths have decreased
  - Fentanyl continues to be the most prevalent drug causing overdose deaths
  - Increase in Xylazine being present in the body
- In 2021, Pinellas County was ranked highest in the state on the Opioid Index and the Vulnerability Index

Opioid Support Grants: Pinellas County Gap Analysis

- Pinellas County manages the regional bucket of funds, with oversight/decision-making by the Opioid Abatement Funding Advisory Board
  - They procured a gap analysis to identify needs in the county

- Takeaways from the gap analysis include:
  - More targeted awareness campaigns, including increased efforts to reduce stigma, are needed
  - Affordability, waitlists, and not knowing where to go for help are major barriers to accessing care

Opioid Support Grants: Pinellas County Gap Analysis

- Takeaways from the gap analysis include:
  - There is a need to scale harm reduction strategies: naloxone distribution efforts with education about Good Samaritan laws, fentanyl testing strips, syringe service programs
  - Inclusion of peer specialists in service provision needs to be more widespread
  - Housing options have limited capacity, and some recovery/respite housing providers do not allow residents who are on medication assisted treatment (MAT), such as methadone or suboxone

Opioid Support Grants: Grant Program Overview

- Up to $1,000,000 will be available to fund these grant awards

- 2 tiers of funding to cover a variety of organization sizes, capacities, and project scopes:
  - Up to $25,000
  - Up to $100,000
  - Each organization can submit 1 application under each tier (for separate projects)

Opioid Support Grants: Grant Program Overview

- **City Priority Areas:**
  - Respite Housing
  - Harm Reduction
  - Peer Support
  - Filling Gaps in Services
  - Scaling Programs that Work for Increased Impact

- Applicants must be 501c3 orgs that have a history serving St. Pete residents
  - All grant dollars must be spent solely serving St. Pete residents

Opioid Support Grants: Next Steps

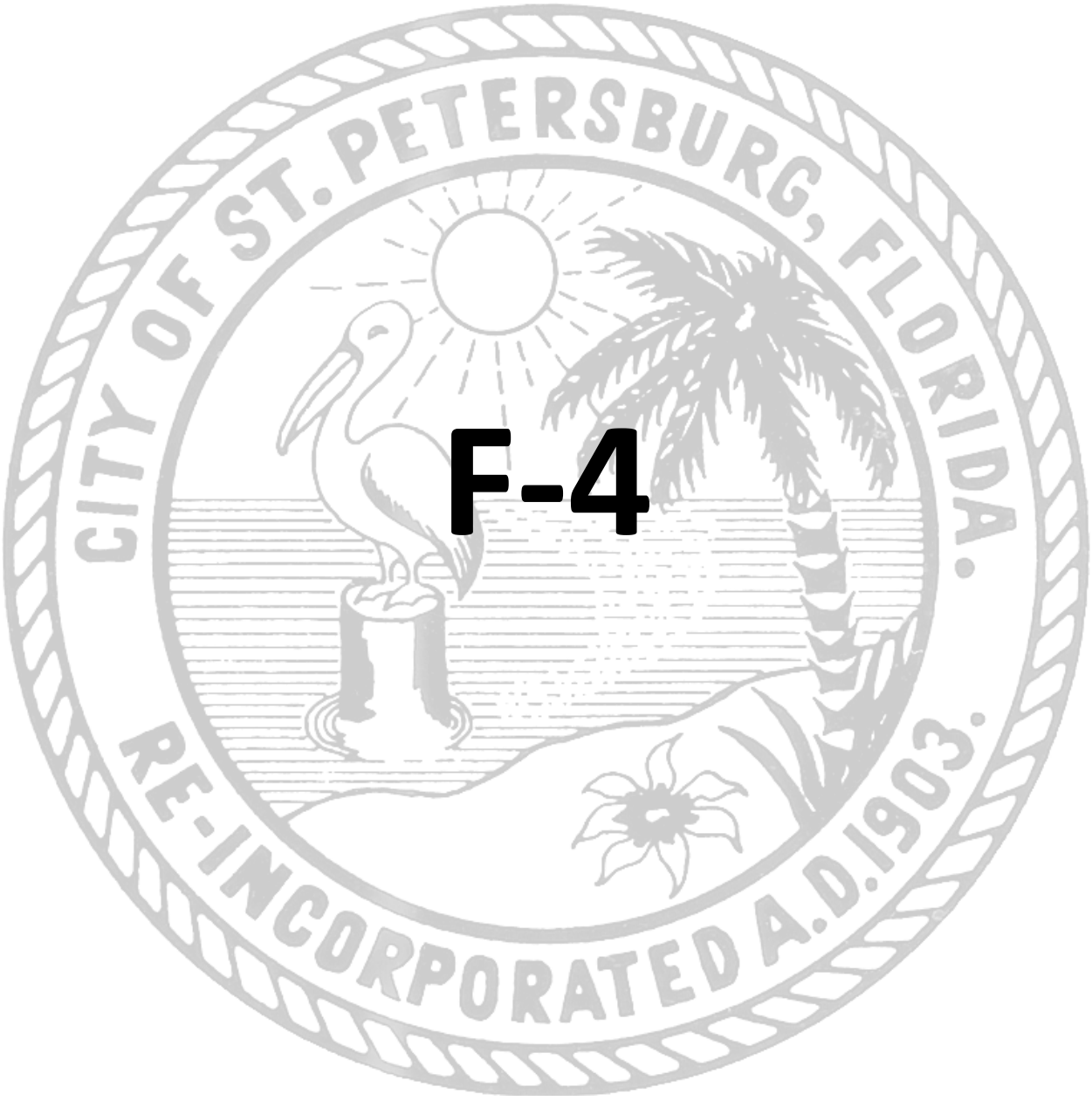
- Council approval on 9/5/2024
- Application opens for 45 days
- Review committee scores applications individually, then comes together in public meeting for final determinations
- Council approves applicants
- Execute agreements with all awardees
- Performance period: 2/1/2025 to 1/31/2026
  - Monthly invoicing and programmatic reporting
  - Impact reporting to Council

THANK YOU

st.petersburg
www.stpete.org

Jess Riedel – Senior Operations Analyst
Jess.Riedel@stpete.org
727-893-7901

The following page(s) contain the backup material for Agenda Item: A resolution approving the 2024 Emergency Medical Services ALS First Responder Agreement between the City of St. Petersburg and the Pinellas County Emergency Medical Services Authority for Fiscal Years 2024/2025, 2025/2026, 2026/2027, 2027/2028, and 2028/2029; authorizing the Mayor or his designee to execute the 2024 Emergency Medical Services ALS First Responder Agreement; and providing an effective date.
Please scroll down to view the backup material.



F-4

ST. PETERSBURG CITY COUNCIL
Meeting of September 5, 2024

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

SUBJECT: A resolution approving the 2024 Emergency Medical Services ALS First Responder Agreement between the City of St. Petersburg and the Pinellas County Emergency Medical Services Authority for fiscal years 2024/2025, 2025/2026, 2026/2027, 2027/2028, and 2028/2029; authorizing the Mayor or his designee to execute the 2024 Emergency Medical Services ALS First Responder Agreement; and providing an effective date.

EXPLANATION: In 2022, the City and Pinellas County Emergency Medical Services Authority ("Authority") entered into the "2022 Emergency Medical Services ALS First Responder Agreement" (the "2022 Agreement") which had a two (2) year term set to expire on September 30, 2024 and allowed for one (1) five (5) year extension.

In 2023, the City and the Authority entered into Amendment No. 1 to the 2022 Emergency Medical Services ALS First Responder Agreement ("2023 First Amendment"). The 2023 First Amendment provided funding for capital replacement and additional full-time equivalent Paramedics, required the Authority to provide and maintain a countywide Traffic Preemption System, and provided for requirements for accessibility to the Regional 9-1-1 Center CAD system.

In 2024, the City and Authority entered into negotiations for new terms which included increasing the rescue reimbursement cap to $380,000 for the continued purchase of remount-able rescue units and continuing to increase the number of full-time equivalent Paramedics to the amount required by the Authority's relief staffing multiplier, using a phased in approach. In FY24-25, full-time equivalent Paramedics will increase from 112 to 120, an increase of eight (8) as an enhancement to the overall EMS system. In FY25-26, full-time equivalent Paramedics will increase from 120 to 128, an increase of eight (8) as an enhancement to the overall EMS system.

Rather than extending the existing 2022 Agreement, a new agreement titled "2024 Emergency Medical Services ALS First Responder Agreement" (the "2024 Agreement") was negotiated to take the place of the 2022 Agreement. The proposed term of the 2024 Agreement is for five (5) years with one (1) five (5) year extension. The 2024 Agreement includes the terms agreed to in the 2023 First Amendment.

The 2024 Agreement obligates the Authority to provide funding for the reasonable and customary costs associated with the provision of emergency medical services. The Agreement is for five (5) years and allows for one (1) five (5) year extension. The approved budget for FY 2024/2025 is $23,238,134. Beginning on October 1, 2024, the Authority will compensate the City in the amount of the City's submitted budget for EMS services not to exceed a 3.5% increase for each fiscal year or as authorized in Appendix A going forward. The Agreement covers service for the St. Petersburg EMS District which consists of the St. Petersburg Fire District, the Gandy Fire District and the East Highpoint Fire District.

RECOMMENDATION: Administration recommends the approval of the 2024 Emergency Medical Services ALS First Responder Agreement; authorizing the Mayor or his designee to execute the 2024 Emergency Medical Services ALS First Responder Agreement; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Revenues received will be deposited into the Emergency Medical Services Fund (1009). Funding for the first year of the contract will be available in the Emergency Medical Services Fund (1009), Fire Rescue Department, EMS Division (150-1513) after the adoption of the FY 2025 Budget by City Council. Funding for the additional years of the contract will be provided for in future budgets subject to City Council approval.

ATTACHMENTS: 2024 Emergency Medical Services ALS First Responder Agreement (Citylaw 00763489)
Resolution

APPROVALS:

Administration: Lindsay C. Judah Digitally signed by Lindsay C. Judah DN: DC=org, DC=stpete, OU=CSP, OU=Fire, OU=Users, OU=Rescue, CN=Lindsay C. Judah, E=LCJUDAH@stpete.org Reason: I am the author of this document Location: Date: 2024.08.23 07:46:58-04'00' Foxit PDF Reader Version: 2024.1.0

Budget: Kaitlyn S. Berger Digitally signed by Kaitlyn S. Berger Date: 2024.08.23 07:42:45 -04'00'

00762881

Resolution No. 2024 - _____

A RESOLUTION APPROVING THE 2024 EMERGENCY MEDICAL SERVICES ALS FIRST RESPONDER AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG AND THE PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY FOR FISCAL YEARS 2024/2025, 2025/2026, 2026/2027, 2027/2028, AND 2028/2029; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE 2024 EMERGENCY MEDICAL SERVICES ALS FIRST RESPONDER AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 80-585, Laws of Florida, created a countywide Emergency Medical Services Authority ("Authority") and the electorate approved the creation of the emergency medical services taxing district which allowed for all real property within the taxing district to be subject to an ad valorem tax sufficient to pay the cost of providing emergency medical services ("EMS"), not to exceed a maximum of 1.5 mills; and

WHEREAS, the City of St. Petersburg ("City") is an advance life support ("ALS") provider of EMS; and

WHEREAS, Chapter 80-585, Laws of Florida, provided that full reimbursement shall be made by the Authority to the City as an EMS provider for the reasonable and customary costs of said services; and

WHEREAS, in 2022, the City and the Authority entered into the 2022 Emergency Medical Services ALS First Responder Agreement ("2022 Agreement") which had a two (2) year term set to expire on September 30, 2024 and allowed for one (1) five (5) year extension; and

WHEREAS, in 2023, the City and the Authority entered into Amendment No. 1 to the 2022 Emergency Medical Services First Responder Agreement ("2023 First Amendment"); and

WHEREAS, the City and the Authority entered into negotiations for new terms and have negotiated the 2024 Emergency Medical Services ALS First Responder Agreement that will replace the extension of the 2022 Agreement, will incorporate the terms of the 2023 First Amendment, and will expire on September 30, 2029, and allow for one (1) five (5) year extension; and

WHEREAS, the Administration recommends that the 2024 Emergency Medical Services ALS First Responder Agreement be executed by the City.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the 2024 Emergency Medical Services ALS First Responder Agreement between the City of St. Petersburg and Pinellas County Emergency Medical Services Authority is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the 2024 Emergency Medical Services ALS First Responder Agreement between the City of St. Petersburg and Pinellas County Emergency Medical Services Authority.

This resolution shall become effective immediately upon its adoption.

Approvals:

Legal: Jane E. Wallace Digitally signed by Jane E. Wallace Date: 2024.08.22 19:52:21 -04'00'

Administration: Lindsay C. Judah Digitally signed by Lindsay C. Judah DN: DC=org, DC=stpete, OU=CSP, OU=Fire, OU=Users, OU=Rescue, CN=Lindsay C. Judah, E=LCJUDAH@stpete.org Reason: I am the author of this document Location: Date: 2024.08.23 07:46:23-04'00' Foxit PDF Reader Version: 2024.1.0

00762871

2024

EMERGENCY MEDICAL SERVICES

ALS FIRST RESPONDER AGREEMENT

CITY OF ST. PETERSBURG

OCTOBER 1, 2024

PINELLAS COUNTY
EMERGENCY MEDICAL SERVICES AUTHORITY
12490 Ulmerton Road
Largo, FL 33774

EMERGENCY MEDICAL SERVICES
ALS FIRST RESPONDER AGREEMENT

AGREEMENT made this _____ day of _____, 2024, between the City of St. Petersburg, a Florida municipal corporation (”Contractor”), and the PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a special district (”Authority”).

RECITALS

1. The Authority is a special district created for the purpose of providing Emergency Medical Services throughout Pinellas County (”County”), pursuant to Chapter 80-585, Laws of Florida and Chapter 54, Article III, Pinellas County Code, as amended (“The Acts”).
2. The Authority has determined that a single-tier all Advanced Life Support (”ALS”) EMS system with a first responder component and a transport component is in the best interest of public safety, health and welfare.
3. The Authority has contracted with various municipalities and independent special fire districts in the County to provide First Responder Services (as defined herein) and has also contracted with an Ambulance Contractor to provide ALS emergency and non-emergency transport services.
4. The Authority wishes to continue to provide for the long-term direction and financial stability of the entire Emergency Medical Services system through working with the First Responder agencies to control costs.
5. Authority is authorized to enter into agreements for Emergency Medical Services and the Contractor is willing and able to provide First Responder Services (as defined herein).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein set forth to be kept and performed by and between the parties hereto, it is agreed as follows:

ARTICLE I

THE AGREEMENT

SECTION 101. **RECITALS AND PURPOSE**. The foregoing recitals are hereby incorporated and made part of this Agreement. The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto with respect to the provision of ALS First Responder Services in the County.

SECTION 102. **COOPERATION**. The Parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement. Accordingly, the Parties further agree in good faith to mutually undertake resolution of disputes, if any, in an equitable and timely manner so as to limit the need for costly, time-consuming, adversarial proceedings to resolve such disputes.

SECTION 103. **CONTRACT DOCUMENTS**. The following Appendices are attached to and made part of this Agreement:

Appendix A. ALS First Responder Profile
Appendix B. ALS First Responder Contractor
Appendix C. EMS Districts
Appendix D. EMS Equipment
Appendix E. EMS Financial Information Attestation Form
Appendix F. Instructor Reimbursement Form
Appendix G. EMS Coordinator Duties and Responsibilities

Subject to Section 912, this Agreement, together with the foregoing Appendices, constitutes the entire Emergency Medical Services ALS First Responder Agreement between the Parties with respect to the provision of ALS First Responder Services, except to the extent that HIPAA (Health Insurance Portability and Accountability Act) requires additional agreements, which will be handled separately, and shall supersede any prior agreement, contract or memorandum of understanding between the Parties regarding such services.

SECTION 104. SCOPE OF SERVICES. The services to be performed by the Contractor under this Agreement include the following:

(a) The response of an ALS First Responder Unit to the scene of an EMS Incident.

(b) The on-scene Patient care by Field Personnel.

(c) The continuation of Patient care, when Contractor's Paramedic accompanies the Patient during transport by the Ambulance Provider or medical helicopter.

(d) The transport of Patients to a medical facility by a Rescue Unit in Extraordinary Circumstances or by EMS System design. All Transports shall be in accordance with Florida Statute 401.33 and the then current Medical Operations Manual, Transport Protocols.

(e) The episodic utilization of CME Instructors and Public Educators/Community Paramedics by participating Contractors.

Such services shall be provided in accordance with the terms and conditions of this Agreement. The specific terms and conditions of this Agreement shall govern and prevail over this Section 104.

ARTICLE II

DEFINITIONS

SECTION 201. WORDS AND TERMS. Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

"ALS" means Advanced Life Support.

"ALS First Responder Services" means the response of an ALS First Responder Unit to an EMS Incident and, if necessary, on-scene Patient care and Transport by EMTs and Paramedics, all in accordance with the protocols of the Authority.

"ALS First Responder Station" means any location designated by the Contractor and approved by the Authority at which an ALS First Responder Unit, with the minimum staffing required herein, is located.

"ALS First Responder Unit" means any of the ALS permitted vehicles provided by Contractor under this Agreement and listed on Appendix A; each of which is equipped to provide Advanced Life Support services and is used for rapid response to an EMS Incident . ALS First Responder Units may include, but not be limited to: ALS engines, Rescue Units, and Medic Units.

"Advanced Life Support" means treatment of life-threatening medical emergencies through the use of techniques such as endotracheal intubation, the administration of drugs or intravenous fluids, cardiac monitoring, and cardiac defibrillation by a qualified person, pursuant to rules of the Department.

"**Advanced Practice Paramedic" or "APP"** means a certified paramedic who, through additional training and demonstration of expertise, is authorized by the EMS Medical Director to perform specific diagnostic and/or therapeutic modalities beyond the usual scope of practice of a certified Paramedic. The APP's expanded scope of practice applies only during the operation of, and in support of, the specific special operations team to which they are trained and certified as defined in the EMS Rules and Regulations.

"Ambulance" means a vehicle constructed, equipped and permitted as an ALS Ambulance, pursuant to the rules of the Department for the transportation of Patients.

"Ambulance Contractor" means the entity selected by the Authority to provide ambulance service countywide.

"Annual Compensation" means the professional services fee listed on Appendix A and referenced in Section 701, as may be adjusted pursuant to the terms of this Agreement.

"Annual External Audit" means an audit conducted by an external certified public accountant, retained by the Contractor, who at the end of each Fiscal Year verifies and attests that the Contractor has complied with the requirement to utilize EMS funds solely for EMS purposes in accordance with Section 707 through the submission of the form shown on Appendix E.

"Authority" means the Pinellas County Emergency Medical Services Authority, a special district established by Chapter 80-585, Laws of Florida, as amended.

"Authority Funded Unit" means an ALS First Responder Unit authorized and funded by the Authority pursuant to the terms of this Agreement.

"Automatic Aid/Closest Unit Response Agreement" means the agreement by and between every political subdivision and fire control districts within Pinellas County dated October 16, 1990.

"BLS" means Basic Life Support.

"BLS First Responder Unit" means a vehicle equipped to provide Basic Life Support only.

"Basic Life Support" means treatment of medical emergencies by a qualified person through the use of techniques described in the Emergency Medical Technician Basic Training

Course Curriculum of the United States Department of Transportation.

"CAD" means the computer aided dispatch system.

"Caller" means a person accessing the response system by telephone.

"Continuing Medical Education" or "CME" means (1) the minimum required continuing medical education required for Emergency Medical Technicians and Paramedics to maintain certified status within the EMS System, the State of Florida, and where applicable, the National Registry of Emergency Medical Technicians; and (2) education for individuals who have a specific deficiency that must be corrected to maintain or restore their status within the EMS System.

"CME Instructor" means a County Certified Paramedic, County Certified EMT or County Certified registered nurse, employed and approved by a Contractor or the Ambulance Contractor, who meets the qualifications set forth in the EMS Rules and Regulations and is approved by the Medical Director. CME Instructors may be utilized to teach regular CME classes, specialized Courses, EMS System orientation or serve as a subject matter expert, curriculum developer or to complete a specific task assignment.

"Contractor" means any one of the entities described on Appendix B.

"Contractor Funded Unit" means an ALS First Responder Unit, approved by the Executive Director, which is funded and operated by the Contractor for their operational flexibility, but, the additional Unit is not necessary for the Contractor to meet its obligations under the terms of this Agreement.

"County" means Pinellas County, Florida, a political subdivision of the State of Florida.

"County Certified" means authorized to work in the EMS System in accordance with requirements established by the Medical Control Board, the Medical Director and approved by the Authority.

"Course" means any individual CME offering available online or through a sufficient number of classroom based training courses. Regular CME Courses, whether online or classroom based, will be two (2) hours in duration.

"Department" means the State of Florida Department of Health.

"Disaster" means an occurrence of a severity and magnitude that normally results in death, injuries and/or property damage and that cannot be managed through routine procedures and resources of the EMS system.

"Emergency Medical Technician" or "EMT" means any person who is trained in Basic Life Support, who is County Certified and who is certified by the Department to perform such services in emergency situations.

"Emergency Medical Services" or "EMS" means the services provided by the Contractor pursuant to Section 104.

"EMS Advisory Council" means the advisory board established by Chapter 80-585, Laws of Florida as codified in Chapter 54, Pinellas County Code.

"EMS Districts" means the districts designated by Authority pursuant to the Special Act and shown on Appendix C.

"EMS Emergency" means any occurrence or threat thereof in the County, any municipalities therein, or in Pasco, Hillsborough or Manatee County, which may result in unusual system overload and is designated as an EMS Emergency by the Executive Director or Authority.

"EMS Equipment" means the equipment listed on Appendix D, as may be amended from time to time by the Executive Director.

"EMS Incident" means an emergency or non-emergency request processed through the Regional 9-1-1 Center that needs or is likely to need medical services.

"Emergency Response" means, for the purposes of measuring response time compliance in Section 403, the act of responding to a request for services in which the Priority Dispatch Protocols have determined that red lights and sirens will be used.

"EMS Mill" means the ad valorem real property tax imposed by the Authority pursuant to the "Special Act", Laws of Florida, as amended.

"EMS Ordinance" means Chapter 54, Article III of the Pinellas County Code, as may be amended.

"EMS System" means the network of organizations and individuals, including, but not limited to the Authority, Ambulance Contractor, the Contractors, the EMS Advisory Council, the Medical Control Board and the Medical Director, established to provide Emergency Medical Services in Pinellas County.

"Executive Director" means the Director of the EMS System, or his or her designee.

"**Extraordinary Circumstances"** means any period of operation under 1) a declared State of Emergency, 2) a declared public health emergency, 3) a natural or manmade disaster, 4) a mass-casualty incident, or 5) an EMS Emergency.

"First Due Unit" means the ALS First Responder Unit, within Contractor's primary response area, predetermined to be the nearest to the EMS Incident, in accordance with Section 409 hereof.

"Field Personnel" means Paramedics and EMTs employed by Contractor.

"First Responder Services" means ALS First Responder Services.

"Fiscal Year" means the year commencing on October 1 of any given year and ending on September 30 of the immediately-succeeding year.

"Force Majeure" means any act, event, or condition, other than a labor strike, work stoppage or slowdown, that has had or may reasonably be expected to have a direct material adverse effect on the rights or obligations of either Party under this Agreement, and such act, event, or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement, and is not the result of willful or negligent action or a lack of reasonable diligence of the Party relying thereon. Such acts or events may include, but shall not be limited to: an act of God (except normal weather conditions for the County), epidemic, landslide, or similar occurrence, an act of the public enemy, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence.

"Learning Management System" means the integrated fire and EMS software system utilized by Provider Agencies for online training, classroom based training, attendance tracking, in-service education, dissemination of administrative and medical control directives, tracking receipt of protocols and directives, skill assessment and testing results. Authority's staff and Medical Director shall have administrative rights to upload EMS CME and post CME curriculum, in-service training modules, administrative and medical control directives, run attendance and grade reports for all students, and reports for CME instructor activity. All Provider Agencies will utilize the common software platform, Target Solutions, or a successor software product as determined by the Authority upon agreement with the CME steering committee as defined in the EMS Rules and Regulations.

"Medic Unit" means a non-Transport capable ALS First Responder Unit.

"Medical Case Review" means a review conducted by the Medical Director or designee, with all certified professionals involved with a case, to closely examine the care of a Patient

using a positive and educational approach to determine where gaps in knowledge or errors occurred to ensure a positive and supportive culture that encourages quality Patient care.

"Medical Control" means the medical supervision of the EMS System provided by the Medical Director.

"Medical Control Board" means the board appointed by Authority pursuant to the EMS Ordinance and having the duties and responsibilities set forth in the EMS Ordinance.

"Medical Direction" means supervision by Medical Control through two-way communication or through established standing orders, pursuant to rules of the Department.

"Medical Director" means a licensed physician, or a corporation, association, or partnership composed of physicians, which employs a licensed physician for the purpose of providing Medical Control to the EMS System.

"Medical Operations Manual" means the clinical guidelines, prepared for the EMS System and approved by the Medical Control Board, as the same may be amended from time to time.

"On-Scene Equipment Exchange Program" means the Authority's program whereby an equipment item, such as backboards and immobilization devices, which many be amended from time to time by the Executive Director, is employed by Contractor in the course of preparing a Patient for transport and the ambulance personnel replaces the same from its own on-board inventory.

"Paramedic" means a person who is trained in Basic and Advanced Life Support, who is County Certified, and who is certified by the Department to perform Basic and Advanced Life Support procedures pursuant to the provisions of state statute, regulations and the Medical Operations Manual.

"Party" or "Parties" means either the Authority or the Contractor, or both, as the context of the usage of such term may require.

"Patient" means an individual who is ill, sick, injured, wounded or otherwise incapacitated and is in need of or is at risk of needing medical care.

"Priority Dispatch Protocols" means the protocols adopted by the Authority, and as may be amended from time to time, governing the EMS System's response to the different types of service requests.

"Provider Agencies" means ALS First Responder Services providers and Ambulance Contractor.

"Public Educator/Community Paramedic" means a County Certified Paramedic or County Certified EMT, or approved public educator employed and approved by Contractor or the Ambulance Contractor, who meets the qualifications set forth in the EMS Rules and Regulations and is approved by the Medical Director to participate in the Authority's public education programs. Public Educators/Community Paramedics may be utilized to teach CPR, first aid, drowning prevention, fall prevention or any other type of EMS specific public education, or prevention program or established community paramedic/outreach program or to complete a specific task assignment related to EMS public education/community outreach.

"Regional 9-1-1 Center" means the Communications Center and related telephone, radio and data systems operated and maintained by Pinellas County as the countywide Public Safety Answering Point for the purpose of receiving 9-1-1 calls from citizens; providing emergency medical dispatch following the Priority Dispatch Protocols; providing for the dispatch of all BLS and ALS First Responder Units to EMS Incidents; and providing for the ongoing communications via radio and wireless data systems.

"Rescue Unit" means a Transport capable ALS First Responder Unit.

"Response" means the act of responding to a request for services, which act begins when ALS First Responder Units are dispatched to an EMS Incident.

"Response Time" means the period of time commencing when an ALS First Responder Unit is dispatched to an EMS Incident and ending when Contractor's first ALS First Responder Unit arrives on the scene of the incident.

"Rules and Regulations" means the rules and regulations adopted by the Authority, which is subject to amendment.

"Run Cards" means the Regional 9-1-1 Center's computer aided dispatch software database that, based upon the location of the EMS Incident and a predetermined listing of ALS First Responder Units which the Contractor has determined to be the closest by travel time or most appropriate in ranked order, recommends the closest or most appropriate ALS First Responder Unit(s) to respond to EMS Incidents, or successor methods such as global positioning satellite (GPS) automatic vehicle location (AVL) systems.

"Special Act" means Chapter 80-585, Laws of Florida, as amended.

"Special Events" means non-emergency events, such as sporting events, parades, festivals

and other group or mass gatherings, which may require BLS or ALS medical coverage.

"State" means the State of Florida.

"State of Emergency" means a Disaster which has been declared by proclamation of the State, County or a municipality in the County.

"Total Unit Hour Compensation" means Unit Hour Compensation multiplied by the number of Authority Funded Units provided by this Agreement.

"Traffic Preemption System" means a comprehensive system, to include all required equipment, provided by the Authority that overrides the normal operation of traffic signals during the emergency response of an ALS First Responder Unit to reduce Emergency Response times and increase safety.

"Transport" means the transportation of Patients to any destination by Ambulance.

"Uncontrollable Circumstance" means a Force Majeure, an EMS Emergency or a State of Emergency.

"Unforeseen Circumstances" means circumstances which could not reasonably be foreseen by the Parties at the time of execution of this Agreement.

"Unit Compensation" means the Annual Compensation in a Fiscal Year divided by the number of Authority Funded Units provided by this Agreement.

"Unit Hour Compensation" means the Unit Compensation divided by Eight Thousand, Seven Hundred and Sixty (8,760) Hours.

SECTION 202. TERMS GENERALLY. Whenever the context may require, any pronoun shall include corresponding masculine, feminine and neuter forms. The words **"**include**"**, "includes**"** and **"**including**"** shall be deemed to be followed by the phrase **"**without limitation**",** except as the context may otherwise require. The words **"**agree**", "**agreement**", "**approval**"** and **"**consent**"** shall be deemed to be followed by the phrase **"**which shall not be unreasonably withheld or unduly delayed**",** except as the context may otherwise require.

ARTICLE III
REPRESENTATIONS

SECTION 301. REPRESENTATIONS OF AUTHORITY. Authority represents to Contractor that each of the following statements is presently true and correct:

(a) Existing. Authority has all requisite power and authority to carry on its business as

now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(b) Due Authorization. This Agreement has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by Authority and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof contravenes any existing law, judgment, government rule, regulation or order applicable to or binding on Authority.

(c) Enforceability. This Agreement constitutes a legal, valid and binding obligation of Authority enforceable against Authority in accordance with the terms thereof, except as such enforceability may be affected or limited by applicable bankruptcy, insolvency or similar laws, from time to time in effect, which affect creditor's rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) Financial Capability. Authority is fully capable, financially and otherwise, to perform its obligations hereunder, subject to availability of funds lawfully appropriated for the purposes provided in this Agreement.

(e) No Litigation. There are no pending, or to the knowledge of Authority, threatened actions or proceedings before any court or administrative agency to which Authority is a party, questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely, in any case or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder.

SECTION 302. REPRESENTATIONS OF CONTRACTOR. Contractor represents to Authority that each of the following statements is presently true and correct:

(a) Existing. Contractor is a Florida municipal corporation or independent special district having all requisite power and authority in Florida to carry on its business as now conducted, to own or hold or otherwise control its properties, and to enter into and perform its obligations under this Agreement and under each instrument described herein to which it is or will be party.

(b) Due Authorization. This Agreement has been duly authorized by all necessary action on the part of and has been duly executed and delivered by Contractor and neither the

execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof contravenes any existing law, judgment, government rule, regulation or order applicable to or binding on the Contractor.

(c) Enforceability. This Agreement constitutes a legal, valid and binding obligation of Contractor enforceable against Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws, from time to time in effect, which affect creditor's rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) No Litigation. There are no pending, or to the knowledge of Contractor, threatened actions or proceedings before any court or administrative agency to which Contractor is a party, questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely, in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder.

(e) Financial Capability. Contractor is fully capable, financially and otherwise, to perform its obligations hereunder subject to availability of funds lawfully appropriated for the purposes provided in this Agreement.

ARTICLE IV
DUTIES AND RESPONSIBILITIES OF CONTRACTOR

SECTION 401. VEHICLES AND EQUIPMENT.

(a) Obligation to Provide Vehicles. At all times during the term of this Agreement, Contractor shall provide the number of Authority Funded Units described on Appendix A. Contractor reserves the right to select and acquire vehicles and apparatus used in the performance of this Agreement.

(b) Maintenance of Vehicles and Fuel. Contractor shall be responsible for the maintenance and repair of ALS First Responder Units and for furnishing maintenance, equipment, supplies, repairs, spare parts, replacement vehicles and fuel. Contractor shall maintain records of maintenance and fuel in order to document that ALS First Responder Units are maintained and used in accordance with this Agreement.

(c) Staffing of Vehicles. Each ALS First Responder Unit shall be staffed in compliance with Chapter 401, Florida Statutes, with a minimum of one (1) Paramedic. Contractor shall

maintain records of staffing in order to document that ALS First Responder Units are staffed in accordance with this Agreement.

(d) Equipment and Supplies. With the exception of equipment maintained by the Authority in Section 507, Contractor shall furnish and maintain all EMS Equipment, required to be provided by the Contractor pursuant to Appendix D. Contractor shall also be responsible for the cost of replacing outdated medical supplies as provided in Section 504, which are lost through inadequate stock rotation; as well as the cost of medical supplies which are lost, stolen, damaged, or unaccounted for due to Contractor's negligence. The Authority shall be responsible for the cost of any medical supplies which are lost, stolen, or damaged due to a cause other than Contractor's negligence. Contractor shall be subject to the Authority's On-Scene Equipment Exchange Program.

(e) Medical Communications Equipment. Contractor shall be responsible for the replacement of all medical communications equipment that is lost, stolen or damaged due to Contractor's negligence. Contractor shall also be responsible for all routine maintenance of such equipment. The Authority shall be responsible for the replacement of any medical communications equipment that is lost, stolen or damaged due to a cause other than Contractor's negligence.

(f) Inspections. Contractor shall allow representatives of the Authority and of the Medical Director to inspect ALS First Responder Units, equipment and ALS First Responder Stations as may be reasonably required to determine compliance with this Agreement.

(g) Patient Care Reporting System Equipment. Contractor shall be responsible for the replacement of all field equipment for the Patient Care Reporting System (e.g. notebook computers) that is lost, stolen or damaged due to Contractor's negligence. The Authority shall be responsible for the replacement of field equipment for the Patient Care Reporting System that is lost, stolen or damaged due to a cause other than Contractor's negligence.

SECTION 402. PRIORITY DISPATCH PROTOCOLS. Contractor shall respond to EMS Incidents in accordance with the then current Priority Dispatch Protocols. Contractor shall cooperate with the Authority in implementing periodic enhancements and improvements to the Priority Dispatch Protocols. During the term of this Agreement, Contractor and Authority will work collaboratively to evaluate the use of Priority Dispatch Protocols to reduce responses to certain non-life threatening EMS Incidents. The expansion of the use of Priority Dispatch Protocols will be dependent on the Authority maintaining Contractor's current ALS deployment as the minimum

foundation necessary to maintain current service levels within the St. Petersburg EMS District in accordance with Section 403.

SECTION 403. RESPONSE TIME. Response Time to not less than ninety percent (90%) of all EMS Incidents in a Fiscal Year which are (1) prioritized as an Emergency Response; (2) are within Contractor's EMS District as set forth in Appendix C; and (3) for which Contractor's ALS First Responder Unit is determined, in accordance with Section 409, to be the First Due Unit, shall be within seven (7) minutes and thirty (30) seconds or less; provided, however, that such Response Time standard shall not be applicable to Responses which occur during periods of Uncontrollable Circumstances or to Responses to remote areas or areas of limited accessibility, as requested by Contractor and approved by the Executive Director. The Authority and the Contractor desire to maintain Response Times for the St. Petersburg EMS District at or below the Response Times enjoyed in FY2014 by the St. Petersburg EMS District. Such level of service shall be met by Authority Funded Units in accordance with Section 709.

SECTION 404. CONTINUING MEDICAL EDUCATION.

(a) Field Personnel. Contractor shall make available its Field personnel for Continuing Medical Education as required by state regulation, Rules and Regulations and the Medical Control Board. Satisfactory participation by Contractor's Field personnel in Continuing Medical Education provided and made available by the Authority shall constitute fulfillment of this obligation. Contractor shall be responsible for ensuring that its Field personnel attend Continuing Medical Education training, either in classroom based training or distance learning methods as determined by the Medical Director, in accordance with the Rules and Regulations. Contractor may prepare and submit to the Executive Director a report evaluating performance of the CME program. Contractor shall use any prepared forms that the Authority requests it to use for this evaluation.

(b) CME Instructors. Contractor will use its best efforts to provide a sufficient number of CME Instructors to conduct courses. The Authority will use its best efforts to provide a sufficient number of classes available at regional training sites on days, times and shifts necessary to maximize the availability of First Responder units and ambulances up to one hundred eighty (180) classes per regular CME Course or ninety (90) classes for paramedic only CME Courses. Contractor understands the Authority is responsible for the provision of CME instruction and if the pool of CME Instructors made available by the Contractor is deemed inadequate or insufficient by

the Authority, the Authority may elect to provide the CME program directly or through another means.

SECTION 405. MEDICAL QUALITY CONTROL.

(a) Medical Director. The Medical Director of the EMS System shall also serve as medical director of Contractor's EMS or ALS First Responder Services. Contractor may not use or employ another Medical Director for the provision of Emergency Medical Services within Contractor's EMS District.

(b) Rules and Regulations: Protocols. Contractor shall fully comply with the Rules and Regulations, including the protocols established in the Medical Operations Manual.

(c) Ride-Along. Contractor shall allow the Medical Director and the Executive Director or their representative to ride in ALS First Responder Units during Responses to EMS Incidents. However, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor's employees in the performance of their duties, except as necessary to assure protocol compliance and good Patient care, and shall at all times be respectful of Contractor's employee/employer relationship. The Medical Director, Executive Director, or their representatives, shall provide proof of employment, proof of workers' compensation insurance and shall complete any waiver or release forms which may be required by the Contractor prior to riding in ALS First Responder Units.

(d) On-Scene Patient Care. Contractor shall comply at all times with the Authority's protocol for on-scene control of Patient care. If Contractor's Paramedic is requested to ride to the hospital with the Ambulance Contractor's Paramedic, Contractor's Paramedic shall comply. Contractor's Paramedic may also decide to ride to the hospital with Ambulance Contractor's Paramedic. Contractor shall be responsible for the return of the Paramedic from the hospital.

(e) Special Events. In the event Contractor provides either BLS or ALS medical coverage at a Special Event in their EMS District, Contractor shall be under the auspices of the Authority, the Medical Control Board and the Medical Director. In providing medical coverage at a Special Event, Contractor shall comply with the Rules and Regulations and with the protocols established in the Medical Operations Manual. Authority Funded Units will not be used for dedicated special events coverage in excess of four (4) hours without the written approval of the Executive Director. Contractor and Authority will notify each other of large scale Special Events,

which may require additional resources or adversely affect the EMS System, to ensure coordinated event coverage.

(f) **Quality Assurance**. Contractor shall adhere to the then current quality assurance and quality management program established by the Medical Director and shall participate in quality assurance reviews.

SECTION 406. **MEDICAL CASE REVIEWS**. Medical Case Reviews may include access to data, records review, written and verbal statements by Field Personnel and EMS Coordinator, and attendance at interviews and informal and formal hearings, in accordance with the then current EMS Rules and Regulations and Florida Statute 401.425. Contractor shall cooperate in obtaining such records, verbal and written statements and ensure that its Field Personnel attend Medical Case Reviews when reasonably requested.

SECTION 407. **PERSONNEL**.

(a) **Training and Qualifications**. All Field Personnel employed by the Contractor in the performance of work under this Agreement shall be trained and qualified at a level consistent with the standard established by the Authority for delivering Patient care and shall hold appropriate credentials in their respective EMS profession.

(b) **Standard of Conduct**. Contractor's personnel shall conduct themselves in a professional and courteous manner at all times. Contractor shall address and correct any departures from this standard of conduct. Contractor's Field Personnel shall be easily identified as EMTs or Paramedics while on scene of an EMS Incident.

(c) **Part-Time Employment**. Contractor shall not unreasonably restrict its employees from seeking or performing part-time employment with Authority's Ambulance Contractor.

(d) **EMS Coordinator**. Contractor shall designate a County Certified Paramedic as the EMS Coordinator who will be responsible for performing or supervising, at a minimum, the duties and responsibilities of EMS coordination in accordance with Appendix G.

SECTION 408. **STATE OF EMERGENCY ASSISTANCE, EMS EMERGENCY AND MUTUAL AID**

(a) **State of Emergency Assistance Within Pinellas County**. Immediately upon

notification by the Authority of a State of Emergency within Pinellas County, Contractor shall commit such resources as mutually agreed upon by the Parties, given the nature of the State of Emergency and shall assist in accordance with applicable plans and protocols mutually agreed upon by the Parties. During a State of Emergency, Contractor shall be released from the requirements of Section 403 and the time requirements of Section 705. When Contractor ceases providing assistance with the State of Emergency, Contractor shall resume normal operations as rapidly as is practical and notify the Authority's authorized representative that Contractor is able to resume normal operations considering exhaustion of personnel, need for restocking and other relevant considerations.

(b) **State of Emergency Assistance Outside of Pinellas County**. Contractor shall manage any State of Emergency assistance response outside of Pinellas County in a manner which does not prevent Contractor from rendering services in accordance with this Agreement.

(c) **EMS Emergency**. Immediately upon notification by the Authority of an EMS Emergency, Contractor shall assist in the locality where the EMS Emergency has occurred. The level of assistance provided by Contractor shall be mutually agreed upon by the Parties.
During an EMS Emergency, the Contractor shall be released from the requirements of Section 403. When Contractor ceases providing assistance during an EMS Emergency, Contractor shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations. During the course of an EMS Emergency, Contractor shall use best efforts to continue to provide local ALS emergency coverage.

(d) **Mutual Aid**. Mutual aid responses outside of Pinellas County, rendered by the Contractor outside of Pinellas County that are not due to a State of Emergency or EMS Emergency, shall be performed in accordance with the terms and conditions of this Agreement.

SECTION 409. **AUTOMATIC AID/CLOSEST UNIT RESPONSE**. Upon notification by the Regional 9-1-1 Center of an EMS Incident, Contractor shall provide ALS First Responder Services in accordance with the Automatic Aid/Closest Unit Response Agreement. The ALS First Responder Unit which is determined to be the closest to the emergency scene, by the Run Cards or actual travel time, shall be dispatched without regard to EMS District or jurisdictional boundaries. In the event that the Automatic Aid/Closest Unit Response Agreement is terminated, Contractor shall provide ALS First Responder Services in accordance with the then current Run

Cards for all EMS Incidents. The Contractor's authorized representative will periodically, or at the request of the Authority, update their Run Cards to ensure their accuracy and coordinate any changes with any affected Contractor(s).

SECTION 410. **MEDICAL SUPPLIES AND INVENTORY CONTROL**. Contractor shall establish and implement inventory control procedures for the stocking and use of medical supplies. Contractor shall report, as of September 30th during each year this Agreement is in effect, the balance of all medical supplies held by the Contractor in inventory. Such report will list the item's identification number, the item's description, and the quantity held. Contractor will report the quantity of medical supplies which are lost, damaged, or unaccounted for, due to Contractor's negligence, and medical supplies unusable due to inadequate stock rotation. Contractor agrees to not maintain more than thirty (30) days of medical supplies in stock based upon historical use. Contractor shall maintain inventory records that identify all ALS First Responder Unit supplies issued from stock, and will keep stock under lock so that access is limited to only authorized personnel. Contractor shall adhere to inventory control procedures that the Authority may require, as long as they are reasonable and prudent. Contractor shall follow all federal, state and local laws and protocols in the distribution and handling of controlled substances. Contractor shall provide list of personnel authorized to receive controlled substances from the warehouse and any change to such list.

SECTION 411. **PATIENT CARE REPORTING SYSTEM**. Contractor shall cooperate with the Authority in refining and improving the fully-integrated, electronic patient care reporting system. This system shall meet the information needs of the Contractor, the Medical Director, the Medical Control Board and the Authority. Contractor shall gather and enter data into the Authority's electronic patient care reporting system for every Patient encountered and every EMS Incident responded to by the Contractor's Field Personnel. Operating costs of this information system shall be the responsibility of the Authority. The Executive Director shall determine the start date and implementation timeline to ensure seamless implementation in the EMS System.

The database of the Authority's patient care reporting system shall be fully comprehensive, including complete and integrated information on all EMS System activities beginning with the receipt of an EMS Incident; dispatch activities and Response Times; every Patient assessment and all treatment rendered while Contractor's Field Personnel are attending the Patient.

Contractor shall require Field Personnel to comply with the completion of patient care reports and the data entry requirements of the EMS System and ensure the accuracy and completeness of such reports, as approved and periodically revised by the Authority. Authority agrees that the procedures used to implement and operate the electronic patient care reporting system shall be mutually agreed upon by the Parties.

Contractor shall have unlimited access, regardless of storage location or medium, to electronic patient care reports and associated data generated by the Contractor's EMS personnel and all dispatch-related data.

Contractor and Authority shall work collaboratively to evaluate software and data systems utilized in the delivery of ALS First Responder Services to ensure data is readily available to perform quality assurance and quality improvement by the Contractor and the Authority, and that such systems support Field Personnel in rendering patient care and responding to EMS Incidents. Such evaluation shall be completed in FY 19-20 with oversight by a mutually agreed upon steering committee.

SECTION 412. UTILIZATION OF REGIONAL 9-1-1 CENTER.

(a) Regional 9-1-1 Center. Contractor shall utilize the Regional 9-1-1 Center for the dispatch of all BLS and ALS First Responder Units to EMS Incidents. Contractor shall utilize the Regional 9-1-1 Center's radio and data systems to include, but not limited to, computer aided dispatch (CAD) software, mobile communications terminal software, and the County's public safety and intergovernmental voice and data radio system.

Contractor shall provide and maintain all fire station alerting systems, base stations, pagers, fire station computers and peripherals, all mobile and portable radios except as provided in Section 503, and mobile communications terminals and radio modems to communicate with the Regional 9-1-1 Center's radio and data system following the County's technical specifications.

Authority shall provide and maintain, at no cost to the Contractor, all necessary broadband networking from Fire Stations to the Regional 9-1-1 Center's data system, access to the County's 800MHz High Performance Data (HPD) system, and high-performance vehicle routers, and airtime for all Authority Funded Units following the County's technical specifications.

Authority shall provide a mutually agreed upon appropriate planning phase, cost analysis, changes in the County's technical specifications, and implementation plan for any future upgrades or system changes.

Contractor shall ensure all frontline ALS First Responder Units are equipped with GPS enabled mobile communications terminals running mobile CAD software. Contractor shall ensure GPS enabled mobile communications terminals are kept in working order and repaired in a timely manner to ensure efficient and accurate dispatch.

(b) Accessibility. Contractor shall ensure all personnel that have access to the Regional 9-1-1 Center CAD system meet the requirements of such access as established by the Authority in cooperation with the Contractor, including requirements established by the Florida Department of Law Enforcement (FDLE) where applicable.

(c) Requests for Emergency Medical Assistance. Should Contractor receive any request for emergency medical assistance, including walk-ins, Contractor shall record the address and telephone number of the caller, obtain the location and nature of the emergency, shall immediately respond to the request for emergency medical assistance, if appropriate, and shall immediately advise the 9-1-1 Center of the information received, and the Response initiated by Contractor, if any.

SECTION 413. COMMUNITY INVOLVEMENT. Contractor is encouraged to make available to their local community, health promotions and prevention education (i.e., CPR training, public access defibrillation programs, drowning prevention, health risk assessments). The programs may be developed by the individual contractor or in coordination with the Medical Director or the Authority. Contractor may elect to participate in the Authority's public education/prevention/community outreach/community paramedic programs that are established, as set forth in the EMS Rules and Regulations and approved by the Medical Director.

SECTION 414. LICENSURE AND CERTIFICATION. Contractor shall maintain the appropriate licensure with the Department as an ALS provider. Contractor or Contractor's

employees, as the case may be, shall be responsible for payment of any fees associated with EMS and Paramedic certification and recertification using funds provided under this Agreement.

SECTION 415. **ACCURATE INFORMATION**. Any news releases, statements, or public information given by the Contractor's or Authority's personnel to the public or the media shall accurately reflect the design and operation of the EMS system.

ARTICLE V

DUTIES AND RESPONSIBILITIES OF AUTHORITY

SECTION 501. **MEDICAL DIRECTION AND CONTROL**. The Authority shall be responsible for providing, or cause to be provided, Medical Direction and Medical Control to the Contractor.

SECTION 502. **CONTINUING MEDICAL EDUCATION**. Authority shall provide and make available to Contractor a Continuing Medical Education training program at multiple, regionally-located training sites and not at a single, centralized training site. Authority shall endeavor to utilize distance learning methodologies and technology to deliver CME training whenever possible.

SECTION 503. **MEDICAL COMMUNICATIONS EQUIPMENT**. Authority has provided, or shall provide, as applicable, one (1) 800 MHZ Mobile Radio, and one (1) 800 MHZ Portable Radio for each Authority Funded Unit approved on Appendix A. Authority funded Medic Units and Rescue Units will receive one (1) additional 800 MHZ Portable Radio. The radio equipment shall be installed in the Authority Funded Units by the Contractor and become Contractor's property. Contractor shall be responsible for such equipment, as provided for in Section 401(e) hereof. Authority shall be responsible for replacing such equipment at the end of its reasonable useful life, as determined by the Authority. Such equipment will be replaced through the County's "P25 Communications System Upgrade". The Authority's plan is phased replacement of this equipment over the term of the Agreement subject to available funding.

SECTION 504. **MEDICAL SUPPLIES**. The Authority shall provide and replace, as necessary, without cost to Contractor, the medical supplies used by Contractor in rendering Patient care under this Agreement. The Authority shall deliver, or cause to be delivered, all medical supplies, except controlled substances, every two weeks to Contractor's designated

medical supply receiving location. Contractor's authorized representative shall sign for and pick up controlled substances at a central location designated by the Authority. The Authority shall not be responsible for costs of replacing inventory items lost, stolen, damaged or unaccounted for due to Contractor's negligence but the Authority shall be responsible for the costs of replacing inventory items lost, stolen, damaged or unaccounted for due to a cause other than Contractor's negligence. Where applicable, Contractor shall relocate supplies nearing their expiration dates to ALS First Responder Units serving areas of higher demand within their EMS District. All medications and supplies shall be returned to the Authority not later than sixty (60) days after the respective expiration dates. If such medications and supplies are not returned to Authority within sixty (60) days after their respective expiration dates, or at the direction of the Medical Director, Contractor shall be charged for the replacement of such supplies. A fully comprehensive narcotic control system shall be provided by the Authority to include boxes, electronic locks, and web-based tracking software.

SECTION 505. **EXTRAORDINARY MODIFICATIONS**. Notwithstanding the provision of Section 401(b) hereof, Authority shall separately provide and fund any modifications to ALS First Responder Units or equipment which may be required by the Authority and which do not constitute routine maintenance, repair or replacement.

SECTION 506. **BILLING**. The Authority shall have sole responsibility for submitting claims for transports made by either the Authority or by Contractor.

SECTION 507. **ECG EQUIPMENT AND MAINTENANCE**. The Authority shall provide all electrocardiogram (ECG) monitoring/defibrillation equipment and pulse oximetry/capnography equipment for Authority Funded Units and Contractor Funded Units including adequate spare equipment (at approximately 30% above the number of units). Contractor agrees to continue using the Contractor's current equipment on Contractor Funded Units over its useful life which equipment will be maintained by the Authority and repaired or replaced at the Authority's option. The Authority shall be responsible for replacing such equipment at the end of a reasonable useful life, as determined by the Authority. At the point that the equipment is replaced with new equipment, the Contractor will transfer ownership of the equipment being replaced to the Authority

who will trade in the used equipment to reduce the cost of replacement. Contractor shall be responsible for any repairs that are necessary due to Contractor's negligence.

SECTION 508. **BIOHAZARD WASTE COLLECTION**. The Authority shall provide or cause to be provided, the collection and disposal of all biohazard waste from ALS First Responder Stations on a periodic basis, no less than monthly. Contractor shall follow any procedures necessary for biohazard waste to be collected.

SECTION 509. **PATIENT CARE REPORTING SYSTEM EQUIPMENT**. Authority shall provide, as applicable, a ruggedized notebook computer or tablet computer for each Authority Funded Unit and Contractor Funded Unit including adequate spare equipment (at approximately 30% above the number of units). The equipment shall be utilized on Authority Funded Units and Contractor Funded Units by the Contractor for the purpose of completing electronic patient care reports. Only Authority authorized software and peripherals may be utilized to ensure a highly reliable and coordinated system. Authority provided patient care reporting system equipment shall remain property of the Authority. Contractor shall be responsible for such equipment, as provided for in Section 401(g) hereof. Authority shall be responsible for maintaining such equipment and replacing it at the end of a reasonable useful life, as determined by the Authority. Contractor agrees to continue using the Contractor's current equipment on any Contractor Funded Units over its useful life which equipment will be maintained by the Authority and repaired and replaced at the Authority's option. The Authority shall be responsible for replacing such equipment at the end of a reasonable useful life, as determined by the Authority.

SECTION 510. **TRAFFIC PREEMPTION SYSTEM.** Authority shall provide and maintain a countywide Traffic Preemption System in cooperation with the County and municipal traffic control systems. Traffic Preemption System equipment shall be provided for all frontline Authority Funded and Contractor Funded ALS First Responder Units. The Authority shall also provide Traffic Preemption System equipment for reserve ALS First Responder Units through a phased implementation subject to available funding. Authority shall be responsible for maintaining such equipment and replacing it at the end of a reasonable useful life, as determined by the Authority.

ARTICLE VI

INSURANCE AND INDEMNIFICATION

SECTION 601. MINIMUM INSURANCE REQUIREMENTS. Contractor shall be self-insured or shall pay for and maintain at least the following insurance coverage and limits as listed below. Insurance coverage and limits shall be evidenced by delivery to the Authority of: a certificate of insurance executed by the insurer(s) listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the Authority, and listing all carriers issuing said policies; and, a certified copy of each policy, including all endorsements. Where applicable, Contractor shall submit to Authority a letter from Contractor's Risk Manager stating that Contractor is self-insured, or the amount of insurance per claim and per occurrence, any gap and the amount of excess insurance up to its coverage. Notwithstanding anything to the contrary contained in this Agreement, Contractor does not waive any immunity or limitation of liability it may have under the doctrine of sovereign immunity or Section 768.28 Florida Statutes. The following insurance requirements shall remain in effect throughout the term of this Agreement (unless Contractor is self-insured, in which case Contractor shall not be required to comply with the following insurance requirements):

(a) Provide Workers' compensation insurance as required by Florida Law.

(b) Provide commercial general liability, employers' liability and commercial vehicle liability insurance that reflects the limits of liability for governmental entities in accordance with Section 768.28(5), F.S., should the State Legislature change these limits, coverage consistent with law shall be obtained.

(c) Professional Liability Insurance, including errors and omissions, with minimum limits of $1,000,000 per occurrence; if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond the ending date of this Agreement. In lieu of "tail coverage" the Contractor may submit annually to the Authority a current certificate of insurance proving claims made insurance remains in force throughout the same three (3) year period. This coverage is subject to statutory and regulatory requirements of Federal, State or local law.

(d) Personal and/or Bodily Injury including death and property damage liability Insurance with minimum limits of $1,000,000 Combined Single Limit insurance in excess of all primary coverage.

SECTION 602. ADDITIONAL INSURANCE REQUIREMENTS. To the extent that Contractor maintains insurance policies rather than being self-insured, each insurance policy shall include the following conditions by endorsement to the policy:

(a) Each policy shall require that forty-five (45) days prior to expiration, cancellation, non-renewal or any material change in coverage or limits, a notice thereof shall be given to Authority. Contractor shall also notify Authority within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal or material changes in coverage received by said Contractor from its insurer.

(b) Companies issuing the insurance policy, or policies, shall have no recourse against Authority or County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(c) The Authority shall be endorsed to the required policy or policies as an additional insured, exclusive of professional liability insurance. The additional insured clause covers the actions of the Contractor while providing services under the terms of this Agreement.

(d) The policy clause “Other Insurance” shall not apply to any insurance coverage currently held by the Authority or the County, to any such future coverage, or to County’s Self-Insured Retention of whatever nature.

SECTION 603. LIABILITY. Contractor and Authority agree to be fully responsible for their own acts of negligence or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity or the limits of liability contained in Section 768.28, Florida Statutes, by the Contractor, County or Authority. Nothing herein shall be construed as consent by Contractor or Authority to be sued by third parties in any manner arising out of this Agreement. Contractor is not liable for the causes of action arising out of the negligence of the Authority, its employees or agents, or arising out of the negligence of any persons or entities contracted by, appointed by, or approved by the Authority to provide services related to this Agreement (including but not limited to other Contractors, the Ambulance Contractor, Medical Control Board and Medical Director). This Section 603 shall survive expiration or earlier termination of this Agreement.

ARTICLE VII

COMPENSATION AND OTHER FINANCIAL PROVISIONS

SECTION 701. COMPENSATION.

(a) **FY 2024 – 2025.** Authority and Contractor have agreed to an amount reflecting Contractor's submitted budget for EMS services during Fiscal Year 2024 – 2025. The approved budget amounts for the Fiscal Year commencing October 1, 2024, shall be equal to that shown on Appendix A.

(b) **FY 2025 – 2029.** Contractor shall submit a budget by April 1st each year for the following Fiscal Year. Budgets shall be prepared in the same manner as the budget submitted for FY 2024 – 2025, so long as said budgets are less than a three and one half (3 ½) percent increase from the prior Fiscal Year or as authorized in Appendix A, and the Authority shall pay Annual Compensation to Contractor in accordance with said budgets.

(c) **Capital for EMS Vehicle Replacement.** Authority will provide funding for EMS vehicle replacements. Units will be replaced after at least five (5) years, but no more than seven (7) years, of frontline service. Contractor represents that its projected capital replacement needs are as shown in Appendix A. Fire engines and other fire apparatus are not subject to EMS vehicle replacement funding. The Authority shall determine a reasonable standardized reimbursement amount for rescue units, Medic Units and staff vehicles each Fiscal Year based upon the then current market rate for such vehicles as stated in the EMS Authority's annual budget and capped therein. The amounts for FY24-25 are Medic Units ($125,000) and staff vehicles ($75,000).

Authority and Contractor are transitioning from standard Rescue Units to Rescue Units with a lifetime warranty for the utility compartment which may be remounted at the end of the useful life of the chassis. Remount-able Rescue Units are anticipated to save significantly more over time than the additional upfront cost. Contractor and Authority agree the FY24-25 remount-able Rescue Unit amount is capped at $380,000. The Authority shall determine a reasonable standardized reimbursement amount for remount-able Rescue Units each Fiscal Year based upon the then current market rate for such vehicles as stated in the EMS Authority's annual budget and capped therein. EMS reserve funds may be spent on EMS vehicle replacement upon mutual agreement between Authority and Contractor.

(d) **Payment.** Payments shall be paid monthly in arrears in (approximately) equal monthly installments.

(e) **Extraordinary Budget Increase**. If any proposed budget submitted by Contractor to the Authority for the following Fiscal Year should exceed three and one half (3 ½) percent of the prior Fiscal Year's budget, Authority and Contractor agree to reopen this Section 701 to negotiate no later than May 1st of the then current Fiscal Year the Annual Compensation for the following Fiscal Year. For any Fiscal Year in which Section 701 is reopened to negotiate the Annual Compensation for the following Fiscal Year, if Authority and Contractor cannot reach agreement on the Annual Compensation by June 30th (or such later date agreed upon in writing by Contractor), this Agreement shall terminate on the last day of the then current Fiscal Year.

(f) **EMS Reserve Funds.** Authority and Contractor acknowledge EMS reserve funds currently held by Contractor. Authority and Contractor agree that the minimum EMS reserve funds held by the Contractor should not be less than 2% of the Annual Compensation amount as the final audited balance for the end of any Fiscal Year. Any necessary EMS expenses may be paid by use of the EMS reserve funds down to a minimum EMS reserve fund balance of 2% of the Annual Compensation amount. Authority and Contractor agree that maximum EMS reserve funds held by the Contractor should not exceed 8% of the Annual Compensation amount as the final audited balance for the end of any Fiscal Year. In any Fiscal Year where the final audited balance is greater than 8% of the Annual Compensation amount, EMS reserve funds in excess of that amount will be returned to the Authority by adjusting the next twelve (12) monthly payments by 1/12 of the excess EMS funding being held by Contractor in EMS reserve funds.

SECTION 702. EAST HIGHPOINT. The lump sum amount of compensation for East Highpoint services shall be included in the annual budget submission shown on Appendix A. It is hereby agreed that the amount of this yearly lump sum compensation is established with the November 20, 2018 Extension of Fire Protection Services Agreement Highpoint Fire District and is intended to continue at the same amount for the East Highpoint area for a period of time not to exceed four (4) years. A change in the yearly lump sum compensation may occur should the Authority and Contractor agree in writing through the annual budget submission to such a change and choose to renew the Highpoint Fire District Fire Protection Services Agreement for another term.

SECTION 703. CME AND PUBLIC EDUCATION REIMBURSEMENT.

(a) Learning Management System. The Authority shall reimburse annually, in the first payment in each Fiscal Year, the Contractor's cost for the use of the Learning Management System for its students. Such reimbursement shall be fifty percent (50%) of the costs of use of the Learning Management System up to $60 per student per Fiscal Year (does not include payment for student training time).

(b) Reimbursement for CME Instructors. The Authority shall reimburse Contractor for the actual cost of salary and benefits up to $75.00 per hour for overtime or backfill costs for the Contractor's CME Instructor hours that are actually performed and preapproved in writing, through the published master EMS training calendar by the Authority. Contractor may establish a rate of

pay for CME Instructor which shall be subject to the $75.00 per hour cap. The Authority shall not reimburse Contractor for the personnel costs for students to attend Courses or CME Instructor hours that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix F within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Provider Agencies for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed $1,000,000.00 in any fiscal year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for CME training. It is further agreed and understood among the Parties that the Authority may not compel the Provider Agencies to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

(c) Reimbursement for Public Education/Prevention/Community Paramedic Programs. The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to $75.00 per hour for overtime or backfill costs for the Contractor's Public Educator/Prevention/Community Paramedic hours that are actually performed and preapproved in writing, through the published master EMS public education/prevention/community paramedic calendar by the Authority. Contractor may establish a rate of pay for Public Educator/Prevention/Community Paramedic which shall be subject to the $60.00 per hour cap. The Authority shall not reimburse Contractor for the personnel costs for Public Educator/Prevention/Community Paramedic hours that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix F within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the

cumulative compensation to all Provider Agencies for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed $250,000.00 in any fiscal year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for Public Education/Prevention/Community Paramedic programs. It is further agreed and understood among the Parties that the Authority may not compel the Provider Agencies to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

(d) Reimbursement for Participation in Countywide Quality Improvement Committees. The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to $75.00 per hour for overtime or backfill costs for the Contractor's Field Personnel to participate in countywide quality improvement committees based upon the hours worked which have been preapproved in writing by the Executive Director or designee. The Authority shall not reimburse Contractor for the personnel costs that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix F within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Provider Agencies for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed $25,000.00 in any fiscal year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for quality improvement committees. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

(d) Reimbursement for Participation in Countywide Advanced Practice Paramedic Medical Training. The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to $75.00 per hour for overtime or backfill costs for the Contractor's Advanced Practice Paramedics to attend and participate in countywide medical training for special operations teams based upon the hours worked which have been preapproved in writing by the Executive Director or designee. The Authority shall not reimburse Contractor for the personnel costs that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. The Authority shall process such invoices for payment within twenty (20) days of receipt or reject the invoice if it is incomplete or inaccurate. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for Advanced Practice Paramedic medical training. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

SECTION 704. DEDUCTION FOR FAILURE TO PROVIDE FIRST RESPONDER UNIT.

In the event Contractor fails to provide an ALS First Responder Unit, or substitutes a BLS First Responder Unit instead of an ALS First Responder Unit, for an extended period (as described below) of time and without the advance approval of the Authority, the Authority may deduct an amount equal to the Contractor's Unit Hour Compensation multiplied by each hour or portion thereof for each day or portion thereof that the Contractor has failed to provide an ALS First Responder Unit. Such deduction shall be made from the following monthly Annual Compensation payment. For purposes of this Agreement, an extended period of time means, with respect to mechanical problems and personnel, more than four (4) consecutive hours in any given day, and with respect to training, more than ten (10) hours in any given day; provided however this Section

shall not be applicable when the Executive Director has waived the provisions of this Section, or when Contractor has failed to provide an ALS First Responder Unit or substitutes a BLS First Responder Unit during periods of Uncontrollable Circumstances.

SECTION 705. DEDUCTION FOR FAULTY DOCUMENTATION

In the event that the Contractor transports a Patient, in compliance with the then current Medical Operations Manual transport protocols, Contractor shall provide a billable Patient Care Report to the Authority within four (4) business days from the date of service. The report shall include, at a minimum, the medical reason for Transport, the Patient's condition, the Patient's demographic information, the Transport mileage, and all medical care rendered. Contractor's Field Personnel shall obtain the Patient's signature and any other signatures necessary to process a bill.

SECTION 706. ADJUSTMENT FOR EXTRAORDINARY COST INCREASES. Contractor may apply for and receive prospective compensation adjustments to the Annual Compensation as necessary to offset documented increases in Contractor's cost of production directly resulting from increases in the prices paid by Contractor for fuel due to Unforeseen Circumstances and subject to the following stipulations:

(a) Contractor must document, using generally accepted accounting procedures, the actual financial impact of the increased fuel prices upon Contractor's costs of production.

(b) Only the effects of increased direct fuel prices-excluding any effects of increased fuel consumption, overhead allocations and indirect costs-shall be considered.

SECTION 707. **FUNDS TO BE USED SOLELY FOR EMS FIRST RESPONSE**. Contractor recognizes that monies received hereunder are derived from the EMS Mill and that the EMS Mill, pursuant to referendum, has been dedicated solely to the provision of Emergency Medical Services. Contractor, therefore, agrees that funding provided under this Agreement will be used strictly for the provision of the services described herein.

Contractor shall have an Annual External Audit conducted by a Certified Public Accounting firm to state the Authority funded EMS income, Authority funded EMS expenditures, and Authority funded EMS reserves. The Annual External Audit shall include the "EMS Financial Information Attestation Form" prepared by the Contractor and signed by the Contractor's auditor. The required "EMS Financial Information Attestation Form" is attached as Appendix E. Contractor shall provide to Authority the audited financial statement that includes the "EMS Financial Information Attestation Form" within ten (10) business days of Contractor's receipt of the Annual External Audit. The cost of the Annual External Audit will be expended from Contractor's EMS funds.

SECTION 708. **FUTURE/ADDITIONAL SERVICES**. Contractor and Authority understand that, in the future, health care delivery and Emergency Medical Services may evolve to include pathway management, an expanded scope of practice, primary care services or other activities where EMS resources provided under this Agreement may be used. Contractor and Authority shall discuss the manner in which such additional services shall be effected, evaluate the relationship of such services; and determine the impact of such services on the EMS system. Contractor's obligations shall be limited to those specifically set forth in this Agreement. Contractor shall not be responsible for providing any additional services unless Contractor agrees in writing to provide such additional services.

SECTION 709. **ADDITIONAL UNITS**.

(a) **Authority Funded**. During the term of the Agreement, the Authority may determine that additional Authority Funded Unit(s) are needed. Additionally, Contractor may request that consideration be given for approval of an additional Authority Funded Unit. If the Authority determines that additional Authority Funded Unit(s) are needed from Contractor, then Authority and Contractor shall negotiate a mutually-agreeable compensation for such additional Authority Funded Unit(s) In those instances where the Contractor requests Authority to approve additional

Authority Funded Unit(s), the Authority shall meet with the Contractor to determine the need for the requested Authority Funded Unit(s). If approved, the Authority will negotiate a mutually-agreeable compensation for such additional Authority Funded Unit, Units or Unit Hours. Compensation for such additional Authority Funded Unit(s), or Unit Hours, shall begin upon approval by the Authority.

(b) Contractor-Funded. Contractor and Authority understand that the EMS System is a unified, integrated system requiring the cooperation of all providers in the EMS System. To ensure coordinated implementation of any improvements to the EMS System and to ensure the integrity of the EMS System, if Contractor desires to operate additional ALS First Responder Unit(s) as a Contractor Funded Unit, Contractor will obtain approval from the Authority in writing prior to operating the Contractor Funded Unit. Contractor may elect to cease operation of a Contractor Funded Unit at its sole discretion. Contractor is responsible for all costs associated with staffing and operating such Contractor Funded Units. The Authority shall provide Medical Control and medical equipment and supplies for authorized Contractor Funded Units.

SECTION 710. AUDITS AND INSPECTIONS. At any time during normal business hours, and as often as may reasonably be deemed necessary, representatives of the Authority or Medical Director may observe Contractor's operations. Contractor shall make available to Authority for its examination, its records with respect to all matters covered by this Agreement, and Authority may audit, examine, copy, and make excerpts or transcripts from such records, and may make audits of all contract, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to all matters covered by this Agreement to the extent permitted by law.

Contractor shall make available to the Medical Director its records with respect to all clinical matters covered by this Agreement and the Medical Director may audit, examine, copy and make excerpts or transcripts from such records and inspections to the extent permitted by law.

The Authority's right to observe and inspect operations or records in Contractor's business office shall, however, be restricted to normal business hours, and reasonable notification shall be given the Contractor in advance of any such visit.

Records relating to contract activities shall be retained for three (3) years from final payment in each year.

All representatives of the Authority, Medical Control Board and Medical Director who observe Contractor's operations or audit or examine Contractor's records shall conduct themselves in a polite manner; complete any training required by law; and not interfere with Contractor's employees' duties. Audits and inspections shall be done to the extent permitted by law.

SECTION 711. FISCAL NON-FUNDING. In the event sufficient budgeted funds are not available for a new Fiscal Year, the Authority shall timely notify Contractor of such occurrence prior to the end of the current Fiscal Year and this Agreement shall terminate on the last day of current Fiscal Year.

SECTION 712. STAFFING TO RELIEF MULTIPLIER. Authority and Contractor agree to decrease the over-reliance on overtime for continual staffing by increasing the number of full-time equivalent Paramedics to the amount required by the Authority's relief staffing multiplier, in relation to the authorized Paramedic positions by FY25-26 using a phased in approach. In FY24-25, full-time equivalent Paramedics will increase from 112 to 120, an increase of eight (8) as an enhancement to the overall EMS system. In FY25-26, full-time equivalent Paramedics will increase from 120 to 128, an increase of eight (8) as an enhancement to the overall EMS system.

ARTICLE VIII
TERM AND TERMINATION

SECTION 801. TERM. The initial term of this Agreement shall be for five (5) years, commencing October 1, 2024 and ending at midnight September 30, 2029, unless this Agreement is earlier terminated as provided for herein in this Agreement. This Agreement may be extended for an additional five (5) year period following the initial term, provided that the Parties mutually agree in writing to such extension prior to July 1, 2029, which is subject to Authority and City Council approval prior to September 30, 2029. References in this Agreement to "Term" shall include the initial term of this Agreement and all extensions thereof.

SECTION 802. TERMINATION.

(a) By Authority for Cause. This Agreement may be terminated by the Authority for cause

upon twenty (20) days written notice to Contractor. For purposes of this section 802(a), "cause" shall mean (1) the event that Contractor, for any reason, fails to meet the licensing requirements in the State of Florida pursuant to the provisions of Chapter 401, Florida Statutes, or (2) a material breach by Contractor of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of any term, covenant or warranty, the Authority shall provide written notice of such breach and Contractor shall have the opportunity to cure such breach within twenty (20) days of receipt of such notice or within such additional period of time mutually agreed upon by the Parties.

(b) By Contractor for Cause. This Agreement may be terminated by Contractor for cause upon twenty (20) days written notice to the Authority. For purposes of this section 802(b), "cause" shall mean a material breach by the Authority of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of any term, covenant or warranty, Contractor shall provide written notice of such breach and the Authority shall have the opportunity to cure such breach within twenty (20) days of receipt of such notice, or, within such additional period of time mutually agreed upon by the Parties.

(c) By Authority or Contractor Without Cause. This Agreement may be terminated without cause by Contractor or the Authority upon six (6) months written notice to the other Party.

(d) Provision of Emergency Medical Services Upon Termination. In the event of termination of this Agreement by either Contractor or the Authority, Contractor shall continue to participate in the EMS System and Emergency Medical Services shall be provided in Contractor's EMS District in accordance with the Special Act, EMS Ordinance, previous litigation and orders and judgments associated therewith.

SECTION 803. RESOLUTION OF DISPUTES. To the extent that Contractor and Authority cannot, after good faith attempts, resolve any controversy or dispute that may have arisen under this Agreement, Contractor and Authority shall appoint an ad-hoc committee consisting of one mutually agreed upon representative from the Medical Control Board, the EMS Advisory Council, and the Pinellas County Fire Chiefs Association to facilitate a timely and effective resolution. The ad-hoc committee shall meet as often as necessary under the circumstances in an attempt to resolve the controversy or dispute. The committee shall review each Party's submittal of its interpretation of the Agreement and may request additional information as necessary. The

committee shall complete its review within sixty (60) days of the date that the Committee is notified of the controversy or dispute (unless the Parties mutually agree to extend this period of time) and submit any recommendation to the Pinellas County Administrator and Contractor. All recommendations and other actions of the committee shall be non-binding. After the committee has submitted its recommendation to the Pinellas County Administrator and Contractor, either Party may thereafter refer the matter to non-binding mediation in the State of Florida. If the Parties do not agree upon representatives for the committee, if either Party chooses not to engage in mediation or if the Parties engage in mediation but mediation fails to resolve the dispute, either Party may pursue its legal remedies, including, but not limited to, filing a complaint (including but not limited to a complaint for injunctive relief) in the appropriate court possessing competent jurisdiction.

ARTICLE IX

MISCELLANEOUS

SECTION 901. **NON-DISCRIMINATION IN EMPLOYMENT**. The Contractor will not discriminate against any applicant for employment because of age, race, color, religion, gender, sexual orientation, marital status, disability, genetic information, national origin or any other protected category. Contractor agrees that applicants will be employed, and that employees are treated during employment, (e.g. layoff or termination, promotion, demotion, transfer, rates of pay and compensation, and selection for training, including apprenticeship), without regard to age, race, color, religion, gender, sexual orientation, marital status, disability, genetic information, national origin or any other protected category. The Contractor will post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

SECTION 902. **NOTICES**. All notices, consents and agreements required or permitted by this Agreement shall be in writing, and, as applicable, shall be transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt; postage prepaid, and shall be addressed as follows:

If to Authority: Executive Director, Pinellas County EMS Authority
Pinellas County Public Safety Services
12490 Ulmerton Road
Largo, Florida 33774

If to Contractor: See Appendix B

SECTION 903. **ENTIRE AND COMPLETE AGREEMENT**. Subject to Section 912, this Agreement, as amended, and all Appendices hereto, constitute the entire and complete agreement of the Parties with respect to the services to be provided hereunder. This Agreement, unless provided herein to the contrary, may be modified only by written agreement duly executed by the Parties with the same formality as this Agreement.

SECTION 904. **OTHER DOCUMENTS**. Each Party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement.

SECTION 905. **APPLICABLE LAW**. Florida Law shall govern the validity, interpretation, construction and performance of this Agreement.

SECTION 906. **WAIVER**. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such may be exercised from time to time and as often as may be deemed necessary. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

SECTION 907. **SEVERABILITY**. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein.

SECTION 908. **CONTRACTOR IS INDEPENDENT CONTRACTOR**. The Parties agree that throughout the term of this Agreement, and during the performance of any obligations hereunder, Contractor is an independent contractor in all respects and shall not be the agent, servant, officer,

or employee of the Authority or Pinellas County.

SECTION 909. **NO THIRD-PARTY BENEFICIARIES; ASSIGNMENT**. This Agreement is not intended, nor shall it be construed, to inure to the benefit of any third person or entity not a party hereto, and no right, duty or obligation of the Contractor under this Agreement, shall be assigned to any person, private association or corporation, not-for-profit corporation, or public body without the prior written consent of the Authority.

SECTION 910. **HEADINGS**. Captions and headings in this Agreement are for ease of reference and do not constitute a part of this Agreement.

SECTION 911. **COUNTERPARTS**. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

SECTION 912. **NO WAIVER OF RIGHTS UNDER SPECIAL ACT.** Authority and Contractor have worked together in good faith to reduce spending under the EMS Mill based upon the extraordinary economic times facing local governments at present. Notwithstanding anything to the contrary contained in this Agreement, it is the intent of Contractor and Authority that any actions or determinations taken in order to reach the agreement herein not be seen as a waiver of any rights either the Contractor, or the Authority may have under the Special Act, previous litigation and orders and judgments associated therewith.

IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this _____ day of _____, 2024.

ATTEST:
KENNETH BURKE, CLERK

by: _____
Deputy Clerk

(seal)

APPROVED AS TO FORM:

_____
Office of the County Attorney

PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY
By and through its Board of County Commissioners

by: _____
Chairman

CITY OF ST. PETERSBURG, FLORIDA

By: _____

Print: _____

Title: _____

Attest:

_____
City Clerk

Approved as to Content and Form:

_____
City Attorney (designee)

Current version: Citylaw 00763489 (modifying 00640551)

(seal)

Appendix A
ALS First Responder Profile

<table>
<tr><td>Contractor</td><td>St. Petersburg</td></tr>
<tr><td>EMS District(s)</td><td>St. Petersburg EMS District</td></tr>
<tr><td>Authority Funded Units</td><td>Medic 1 (12/7)
Medic 3(12/7)
Medic 7 (12/7)
Rescue 1
Rescue 3
Rescue 4
Rescue 5
Rescue 6
Rescue 7
Rescue 8
Rescue 9
Rescue 10
Rescue 11
Rescue 13
Engine 2
Engine 12
Engine 14</td></tr>
<tr><td>Contractor Funded Units</td><td>Engine 3
Engine 4
Engine 5
Engine 6
Engine 7
Engine 8
Engine 9
Engine 10
Engine 11
Engine 13</td></tr>
<tr><td>EMS Coordination</td><td>EMS Coordinator (Rescue Chief) – 1 FTE
EMS Admin. DC (Rescue District Chief) – 1 FTE
EMS Admin. Captain – 1 FTE
EMS QA/QI Manager – 1 FTE
EMS Administrative Support – 1 FTE
Rescue Lieutenant (LR1) – 1 Position 24/7
Rescue Lieutenant (LR13) – 1 Position 24/7
Rescue Captain (SP502) – 1 Position 24/7</td></tr>
<tr><td>FY23-29 Annual Compensation</td><td>FY24-25 = $23,238,134 which includes $688,903 for 8 additional 24/7 Paramedic positions.
FY25-26 submitted budget shall include 8 additional 24/7 Paramedic positions for a total of 22 24/7 Paramedic positions added since FY24.
FY26-29 shall include the added 22 24/7 Paramedic positions.</td></tr>
<tr><td>Projected Capital</td><td>
<table>
<tr><th>Unit #</th><th>Order</th><th>Expected FY</th><th>Type</th><th>Amount</th></tr>
<tr><td>SP501</td><td>FY23</td><td>FY25</td><td>Staff</td><td>$53,769</td></tr>
<tr><td>R13</td><td>9/8/22</td><td>FY25</td><td>Rescue</td><td>$323,639</td></tr>
<tr><td>R7</td><td>9/8/22</td><td>FY25</td><td>Rescue</td><td>$323,639</td></tr>
<tr><td>R4</td><td>9/8/22</td><td>FY25</td><td>Rescue</td><td>$323,639</td></tr>
<tr><td>SP502</td><td>FY25</td><td>FY25</td><td>Staff</td><td>TBD</td></tr>
<tr><td>SP503</td><td>FY25</td><td>FY25</td><td>Staff</td><td>TBD</td></tr>
</table>
</td></tr>
</table>

	R3	8/3/23	3/1/26	Rescue	$350,330
	R6	8/3/23	3/1/26	Rescue	$350,330
	R5	4/18/24	8/1/26	Rescue	$351,000
	R10	4/18/24	8/1/26	Rescue	$351,000
	ME1	FY27	FY28	Medic	TBD
	ME3	FY27	FY28	Medic	TBD
	ME7	FY27	FY28	Medic	TBD
	R9	FY28	FY29	Rescue	TBD
	SP500	FY28	FY29	Staff	TBD
	R1	FY29	FY30	Rescue	TBD
	R8	FY29	FY30	Rescue	TBD
	R11	FY29	FY30	Rescue	TBD

Appendix B
First Responder Contractor

City of St. Petersburg
175 Fifth St. N.
St Petersburg, FL 33701
Attn: Mayor's Office

Appendix C
EMS District

The St. Petersburg EMS District is defined as the St. Petersburg Fire District, the Gandy Fire District, and the East Highpoint Fire District.

Appendix D
EMS Equipment

Provided by the Authority:

All Medical Supplies and Equipment authorized by the Authority.

EKG Monitor / Defibrillator and AEDs

- Stryker Lifepak 15 V4+ EKG Monitor Defibrillators with the minimum clinical specifications: biphasic defibrillation, external pacing, 12 lead acquisition/transmission, pulse oximetry, waveform capnography, and non-invasive blood pressure monitoring.
- Preventative maintenance/repair, cases, wireless data connectivity, battery chargers and batteries as needed.
- All EKG disposable supplies and cables to include, but not limited to, EKG electrodes, Defib/Pacing pads, AED Pads, CPR Meters, and pads, 5 Lead Limb and Chest cables, EKG Main/Therapy/12 Lead Cables, Patient Cables, NIBP cuffs and hoses, Pulse Oximetry cables and probes, and Capnography disposable supplies. Durable accessories will be replaced periodically due to wear and tear. Durable accessories that are lost, stolen, or damaged will be subject to Section 507 of this agreement.

Stryker Lifepak 15 V4+ EKG Monitor Defibrillators or successor model, in the same configuration above shall be utilized for reserve and spare equipment. The specific quantity shall be determined by the Authority.

Provided By Contractor:

- Rescue equipment required by the Department

Appendix E

Pinellas County
ALS First Responder Agreement

EMS FINANCIAL INFORMATION ATTESTATION FORM

Instructions:

In accordance with the 2024 Emergency Medical Services ALS First Responder Agreement, monies derived from the Emergency Medical Services Mill must be used solely for Emergency Medical Services ("EMS"). A designated Emergency Medical Services Fund is used solely for EMS revenue and expenditures. The following form is provided for consistent expenditure reporting and shall be submitted within ten (10) business days of City's receipt of Annual External Audit.

To be completed by City:

City or Fire District _____
Name of Person Completing Form _____
Phone Number and Email Address _____

FY _____

1.	EMS Funding Received by City	$_____	Audit Page:___
2.	EMS Expenditures Incurred by City	$_____	Audit Page:___
3.	Difference to be placed into City's EMS Fund	$_____	Audit Page:___

PLEASE INCLUDE A COPY OF ANNUAL AUDIT AND SUPPORTING DOCUMENTATION AS NEEDED.

We have audited the *Schedule of Revenue and Expenditures related to the Emergency Medical Services (EMS)* of the City of St. Petersburg, Florida for the year ended each September 30. The expenditures identified in line 2 above, are related to the prior Fiscal Year EMS Authority Approved Budget for EMS Authorized positions and units in accordance with the 2024 Emergency Medical Services ALS First Responder Agreement. We have reviewed payroll expenditures, salary and benefit expenditures, relief staffing expenditures incurred to maintain continuous staffing of Authorized positions, and expenditures for supervision, fuel, maintenance and repairs.

_____
External Auditor Signature and Date

Appendix F

Instructor Reimbursement Form

INSTRUCTOR REIMBURSEMENT FORM

Agency
CME Instructor Name

	Course Name (a)	Date	Start Time	Stop Time	Location	PCEMS Authorized Class Code (b)	Straight Time (ST) Overtime (OT) Backfill (BF)	Backfill Name (c)	Hours Worked (d)	Hourly Rate w/ benefits	Total Cost
1											$ -
2											$ -
3											$ -
4											$ -
5											$ -
6											$ -
7											$ -
8											$ -
9											$ -
10											$ -
11											$ -
12											$ -
13											$ -
14											$ -
15											$ -
								TOTAL Reimbursement Amount:			**$ -**

Print Name & Title ***Submitted By - Authorized Signature*** ***Date***

Notes:
(a) One Instructor per form
(b) Course Name (i.e. January CME, Public Education Class, EMS System Orientation, PHTLS, ACLS, TCCC, etc.)
(c) For reimbursement the class must be preauthorized by PCEMS through the issuance of an Authorized Class Code.
(d) First Name, Last Name of person covering - must be same rank or below.
(e) Actual Hours Worked - Up to 60 minutes for preparation/setup, breakdown, paperwork and travel for each Class.

07-11-17 C.Hare

Appendix G

EMS Coordinator Duties and Responsibilities

LICENSURE/CERTIFICATION/REGULATORY

1. State EMS License and vehicle permits are maintained and renewed
2. All Federal and State Laws and Administrative Codes are followed.
3. All EMS Rules & Regulations and Medical Operations Manual Protocols are followed.
4. Coordinates and monitors activities of the Contractor as to its function to provide Advanced Life Support (ALS) First Responder Services.
5. Regularly inspects Contractor's agency, units and personnel for compliance with all regulatory requirements for personnel certification and training and equipment and supplies.
6. State recertification of Field Personnel is completed in a timely manner.
7. All paperwork for the County Certification of Field Personnel is submitted in a timely manner.

LIASION

8. Serve as the liaison between the Contractor, the EMS Medical Director and the Authority's Executive Director for matters related to ALS First Responder Services.
9. Ensure a positive and collaborative relationship is maintained.
10. Ensure that the EMS Medical Director is notified of reportable incidents in a timely manner.
11. Participate regularly in EMS related meetings

EQUIPMENT AND LOGISTICS

12. Controlled Substances are handled in accordance with applicable laws and regulations.
13. ECG Monitors, Tablet Computers and other assets provided by the Authority are kept in good working order and assets managed and tracked.
14. Vehicles and medical bags are stocked in accordance with the Medical Operations Manual.
15. Only necessary Medical Supplies and Equipment are maintained to reduce loss to inadequate stock rotation.
16. Maintain security and record keeping of all medications held by the Contractor
17. Hand receipts for assets are signed and Inventory control procedures are followed.

PATIENT CARE REPORTS

18. Patient Care Reports are filed and reviewed in accordance with procedure established by the Medical Director using quality management software.
19. Review EMS patient care reports to ensure proper care and treatment and determine areas for improvement.
20. ALS First Responder Transport Patient Care Reports are properly documented and submitted.

PERFORMANCE METRICS

21. Reviews and monitors response times, customer satisfaction, clinical performance and other performance metrics to attain and maintain a high level of service and to correct performance deficiencies when noted.

QUALITY ASSURANCE

22. Investigates complaints from patients and concerned citizens, manages Quality Assurance Reviews and Medical Case Reviews in accordance with the EMS Rules & Regulations.
23. Prepare and forward justification for Certificates of Merit or other recognition requests for individuals who, by their actions, have performed exceptionally and deserve acclaim
24. Determine the proficiency and skill level of provisional Paramedics and EMTs prior to recommending County Certification.
25. Attending and actively participating in EMS related meetings and quality improvement committees.

CONTINUING MEDICAL EDUCATION

26. Ensure that all Contractor Field Personnel comply with continuing medical education and other training requirements in accordance with the EMS Rules & Regulations.
27. Assist in the coordination of CME Instructors, Equipment and Training Sites.
28. Monitor the clinical competence of Field Personnel through the observation of training.

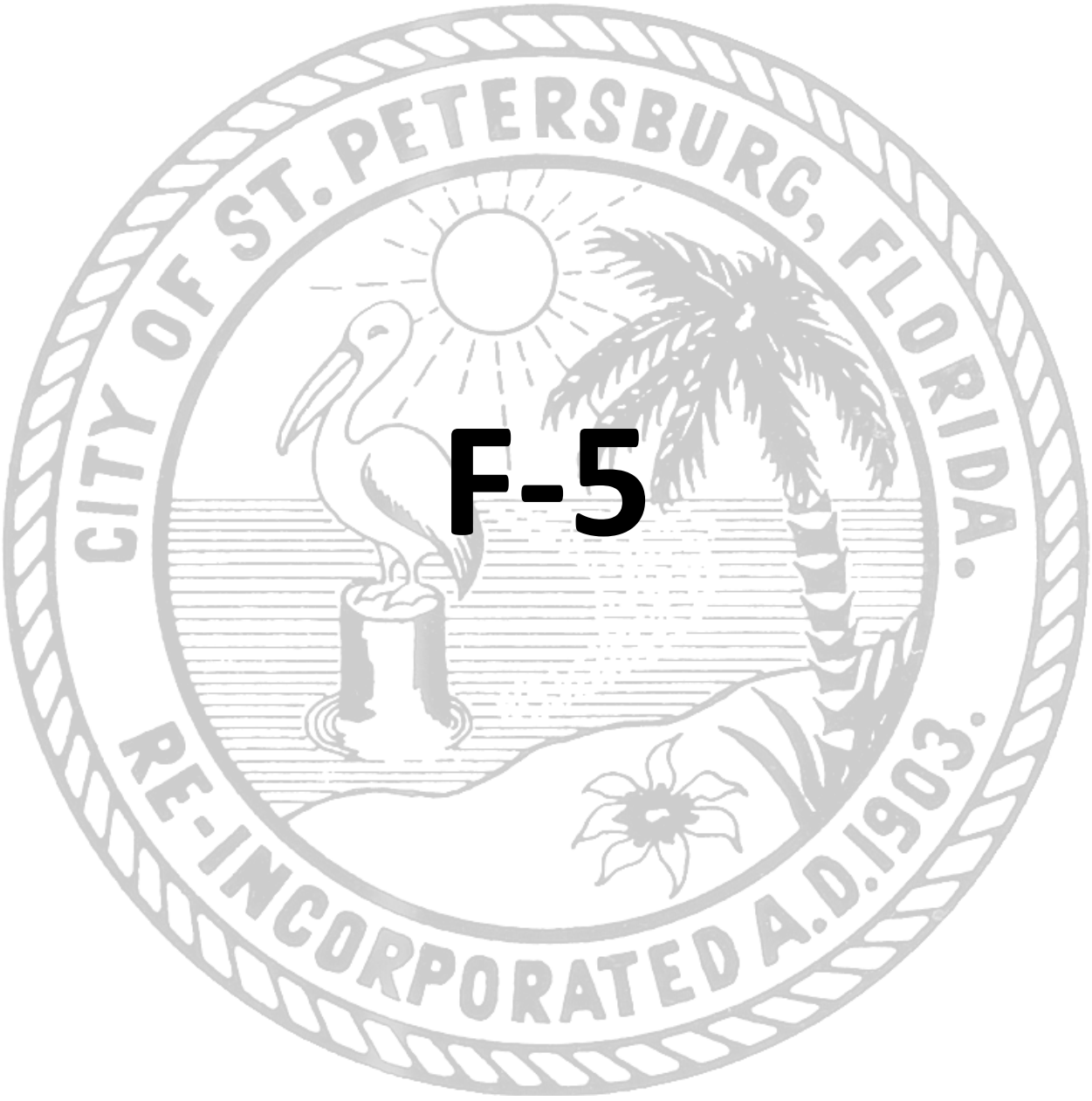
FIELD RESPONSE AND SUPERVISION

29. Routinely responds to EMS Incidents to oversee clinical competence and Patient care in accordance with procedures established by the Medical Director.
30. Respond to large scale EMS Incidents to assist in incident command, triage, logistics, or other duties as indicated by the magnitude of the incident.

INFECTION CONTROL OFFICER

31. Ensures the Contractor has an active Designated Infection Control Officer and infection control program.
32. Coordinate with the Ambulance Contractor, EMS Medical Director, Public Health and Hospitals to ensure all significant exposure incidents are actively managed. This shall include making notifications, verification and documentation of exposures, and ensuring any treatment and medical follow-up occur.

The following page(s) contain the backup material for Agenda Item: Declaring the Results of the Primary Election held on August 20, 2024.
Please scroll down to view the backup material.



F-5

CITY OF ST. PETERSBURG
MEMORANDUM

TO: The Honorable Chair, and Members of City Council

FROM: Chan Srinivasa, City Clerk

DATE: September 5, 2024

SUBJECT: Acknowledging the Results of the Primary Election held on August 20, 2024, and taking related procedural actions to place the names of the applicable candidates from Districts 3, 5, and 7 on the ballot of the municipal general election to be held on November 5, 2024

Attached, for your approval, is a resolution acknowledging the results of the primary election (as certified by the Pinellas County Canvassing Board and documented in the attached certificate) and declaring the top two vote-getters in each race as the primary nominees. This resolution also acknowledges that no primary was held for City Council District 1 (with only one candidate, no primary or general election is held) or for Council District 5 (with only two candidates, no primary was held) and requests that the City Clerk perform the ministerial duty of certifying the applicable candidates from Districts 3, 5, and 7 as duly nominated for office and placing the names of those candidates placed on the ballot of the municipal general election to be held on November 5, 2024.

Please contact me if you have any questions.

A RESOLUTION CONCERNING THE NON-PARTISAN PRIMARY ELECTION HELD ON AUGUST 20, 2024 FOR CITY COUNCIL DISTRICTS 3 AND 7; ACKNOWLEDGING THE CERTIFIED RESULTS OF THE CANVASSING BOARD FOR THAT ELECTION AND DECLARING PRIMARY NOMINEES BASED ON THOSE RESULTS; REQUESTING THAT THE CITY CLERK PERFORM THE MINISTERIAL DUTIES OF CERTIFYING AS DULY NOMINATED FOR OFFICE THE APPLICABLE CANDIDATES FROM DISTRICTS 3, 5, AND 7 AND PLACING THE NAMES OF THOSE CANDIDATES ON THE BALLOT OF THE MUNICIPAL GENERAL ELECTION TO BE HELD ON NOVEMBER 5, 2024; ACKNOWLEDGING THAT NEITHER A PRIMARY ELECTION NOR A GENERAL ELECTION WILL BE HELD FOR DISTRICT 1; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 6, 2024, City Council adopted resolution 2024-247 to call a non-partisan primary election for the nomination of candidates for Council Members for Council Districts 1, 3, 5, and 7; and

WHEREAS, in accordance with Charter sections 3.02 and 5.05 and ordinance number 586-H, that primary election was to be held on August 20, 2024; and

WHEREAS, because only one candidate qualified for nomination in District 1, no primary election was held for that office; and

WHEREAS, the five candidates who qualified for nomination in District 3 were placed on the ballot for the primary election; and

WHEREAS, because only two candidates qualified for nomination in District 5, no primary election was held for that office; and

WHEREAS, the six candidates who qualified for nomination in District 7 were placed on the ballot for the primary election; and

WHEREAS, the primary election for Districts 3 and 7 was held on August 20, 2024 (the "Election"); and

WHEREAS, pursuant to Charter section 5.05(d) and City Code section 10-4, the Pinellas County Canvassing Board (the "Canvassing Board") was responsible for canvassing the returns for the Election; and

WHEREAS, the Canvassing Board met on the August 23, 2024, and proceeded in accordance with applicable provisions of the Florida Election Code to canvass the Election results, conduct any recount required, and certify the results of the Election; and

WHEREAS, now that the results of the Election have been certified by the Canvassing Board, the two candidates receiving the highest number of votes for each office on the ballot are to be declared the primary nominees; and

WHEREAS, following adoption of this resolution, the City Clerk will be authorized to perform the ministerial duties of certifying the applicable candidates for nomination in Districts 3, 5, and 7 as duly nominated for office and placing the names of those candidates on the municipal general election to be held on November 5, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of St. Petersburg, Florida, acknowledges the certified results of the Canvassing Board, as summarized below:

Council District 3			
	Candidate	**Votes**	**Percent**
*	Pete Boland	2,128	29.34%
	Nick Carey	1,668	22.99%
*	Mike Harting	1,973	27.20%
	Juan Lopez	1,172	16.16%
	Barry Rubin	313	4.31%
	Total	**7,254**	**100.00%**

Council District 7			
	Candidate	**Votes**	**Percent**
	Donald Bowens Jr.	422	9.99%
	Eritha Cainion	207	4.90%
	Treva Davis	762	18.04%
*	Corey Givens Jr.	960	22.72%
*	Wengay "Newt" Newton	1,486	35.17%
	Dan Soronen	388	9.18%
	Total	**4,225**	**100.00%**

BE IT FURTHER RESOLVED that, pursuant to Charter section 5.05(a), the two candidates receiving the highest number of votes cast for each office on the primary ballot, as indicated by asterisks above, are hereby declared the primary nominees.

BE IT FURTHER RESOLVED that City Council acknowledges that, pursuant to Charter section 5.05(a), no primary election was held for Council District 5 because only the following two candidates qualified for nomination to that office:

Council District 5			
	Candidate	**Votes**	**Percent**
*	Deborah Figgs-Sanders	N/A	N/A
*	Torrie Jasuwan	N/A	N/A

BE IT FURTHER RESOLVED that City Council requests that the City Clerk perform the ministerial duties of (i) certifying as duly nominated for office the candidates for nomination in Districts 3, 5, and 7 that are marked with asterisks above and (ii) placing the names of those candidates on the ballot of the municipal general election to be held on November 5, 2024, pursuant to Charter sections 3.02 and 5.05 and ordinance number 586-H.

BE IT FURTHER RESOLVED that City Council acknowledges that, pursuant to Charter section 5.05(a), no primary election or general election is required for Council District 1 because only one candidate qualified for nomination to that office.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:



City Attorney or Designee
(00764469)

*** Official Results ***

CERTIFICATE OF COUNTY CANVASSING BOARD
PINELLAS COUNTY

We, the undersigned, JUDGE EDWIN JAGGER, County Judge, COMMISSIONER KATHLEEN PETERS, County Commissioner, HERB POLSON, Alternate Member, constituting the Board of County Canvassers in and for said County, do hereby certify that we met on the Twenty-Third day of August, 2024 A.D., and proceeded publicly to canvass the votes given for the several offices and persons herein specified at the **Nonpartisan Election** held on the Twentieth day of August, 2024 A.D., as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

For Circuit Judge, 6th Judicial Circuit, Group 9, the whole number of votes cast was 154,344 of which

Nicole Pearlman	received	80,142 votes
Kate Spurlock	received	74,202 votes

For Circuit Judge, 6th Judicial Circuit, Group 14, the whole number of votes cast was 154,562 of which

Cornelius Christopher Demps	received	37,074 votes
Jenn Dubbeld	received	47,377 votes
Nick Fiorentino	received	70,111 votes

For School Board, District 1, the whole number of votes cast was 158,576 of which

Laura Hine	received	110,195 votes
Danielle Marolf	received	48,381 votes

For School Board, District 4, the whole number of votes cast was 45,405 of which

Eileen M. Long	received	24,747 votes
Erika Picard	received	20,658 votes

For School Board, District 5, the whole number of votes cast was 34,516 of which

Katie Blaxberg	received	11,925 votes
Brad DeCorte	received	9,756 votes
Stacy Geier	received	12,835 votes

For City of Oldsmar - Council Member - Seat 2, the whole number of votes cast was 2,298 of which

Sean Swauger	received	1,062 votes
Valerie Tatarzewski	received	1,236 votes

*** Official Results ***

CERTIFICATE OF COUNTY CANVASSING BOARD
PINELLAS COUNTY

For City of St. Pete Beach - Commissioner - District 2, the whole number of votes cast was 715 of which

Nick Filtz	received	206 votes
Lisa Robinson	received	509 votes

For City of St. Petersburg - Council Member - District 3, the whole number of votes cast was 7,254 of which

Pete Boland	received	2,128 votes
Nick Carey	received	1,668 votes
Mike Harting	received	1,973 votes
Juan Lopez	received	1,172 votes
Barry Rubin	received	313 votes

For City of St. Petersburg - Council Member - District 7, the whole number of votes cast was 4,225 of which

Donald Bowens Jr	received	422 votes
Eritha Cainion	received	207 votes
Treva Davis	received	762 votes
Corey Givens Jr	received	960 votes
Wengay "Newt" Newton	received	1,486 votes
Dan Soronen	received	388 votes

For City of Tarpon Springs - Commissioner - Seat 2, the whole number of votes cast was 4,376 of which

Frank DiDonato	received	2,450 votes
Chris Hrabovsky	received	1,926 votes

We Certify that pursuant to Section 102.112, Florida Statutes, the canvassing board has compared the number of persons who voted with the number of ballots counted and that the certification includes all valid votes cast in the election.

COUNTY JUDGE

COUNTY COMMISSIONER

ALTERNATE MEMBER

The following page(s) contain the backup material for Agenda Item: Respectfully requesting a referral to the Public Services and Infrastructure Committee, or other relevant committee, for a discussion on No Wake zones on roads during flood events, potential signage to promote compliance, and enforcement under Florida Statutes (FS 316.183). (Council Member Montanari) Please scroll down to view the backup material.



G-1

CITY COUNCIL AGENDA
NEW BUSINESS ITEM

TO: Members of City Council

DATE: August 16, 2024

COUNCIL DATE: September 5, 2024

RE: Referral to the Public Services and Infrastructure Committee for a Discussion on No Wake Zones on Roads During Flood Events, Potential Signage, and Enforcement Under Florida Statutes (FS 316.183)

ACTION DESIRED:
Respectfully requesting a referral to the Public Services and Infrastructure Committee, or other relevant committee, for a discussion on No Wake zones on roads during flood events, potential signage to promote compliance, and enforcement under Florida Statutes (FS 316.183).

Ed Montanari
Council Member, District 3

The following page(s) contain the backup material for Agenda Item: Respectfully requesting a referral to the Budget, Taxation & Finance Committee, or other relevant committee, for a discussion and report on capital needs for non-enterprise Capital Improvement Projects. (Council Member Montanari)
Please scroll down to view the backup material.



G-2

CITY COUNCIL AGENDA
NEW BUSINESS ITEM

TO: Members of City Council

DATE: August 27, 2024

COUNCIL DATE: September 5, 2024

RE: Referral to the Budget, Taxation & Finance Committee for a Discussion and Report on Capital Needs for Non-Enterprise Capital Improvement Projects

---

ACTION DESIRED:
Respectfully requesting a referral to the Budget, Taxation & Finance Committee, or other relevant committee, for a discussion and report on capital needs for non-enterprise Capital Improvement Projects.

Ed Montanari
Council Member, District 3

The following page(s) contain the backup material for Agenda Item: August 22, 2024 Budget, Finance, and Taxation Committee Action Item
Please scroll down to view the backup material.



H-1

COUNCIL COMMITTEE REPORT
ACTION ITEM

TO:	Members of City Council
DATE:	August 22, 2024
COUNCIL DATE:	September 5, 2024
RE:	August 22, 2024 Budget, Finance, and Taxation Action Item – Approval of the Budget, Finance, and Taxation Committee's Recommendation to Approve a Supplemental Appropriation in the Amount of $1,063,567.08 from the Unappropriated Fund Balance of the General Fund, Additional BP Settlement Funds, to the Public Works Administration's Sustainability and Resiliency Division for the Projects Identified in the Attached Resolution

ACTION DESIRED:
Respectfully requesting City Council approval of the Budget, Finance, and Taxation Committee's recommendation to approve a supplemental appropriation in the amount of $1,063,567.08 from the unappropriated fund balance of the General Fund, Additional BP Settlement Funds, to the Public Works Administration's Sustainability and Resiliency Division for the projects identified in the attached resolution.

ATTACHMENTS:
Proposed Resolution

Council Vice-Chair Copley Gerdes
Chair, Budget, Finance, & Taxation Committee

RESOLUTION NO. 2024-____

A RESOLUTION APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $1,063,567.08 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND (0001), ADDITIONAL BP SETTLEMENT FUNDS, TO THE PUBLIC WORKS ADMINISTRATION DEPARTMENT, SUSTAINABILITY AND RESILIENCY DIVISION (040-1251) FOR THE PROJECTS IDENTIFIED IN THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, during the first quarter of FY22, the City received $1,063,567.08 in additional funds from the settlement of the 2010 Deepwater Horizon oil spill in the Gulf of Mexico ("BP Settlement Funds"); and

WHEREAS, on December 1, 2016, the City Council voted to approve Resolution No. 2016-554, which requires any request for the expenditure of BP Settlement Funds to be referred to the Budget, Finance and Taxation Committee (BF&T) before submitting to City Council for approval; and

WHEREAS, on August 22, 2024, City Administration made a presentation to BF&T requesting that certain projects be funded with BP Settlement Funds, and BF&T recommended that the City Council approve the use of BP Settlement Funds for the following projects (with project names and numbers to be determined by Budget): North Shore Park Seagrass Mitigation Bank ($403,600), Tree Canopy Analysis and Mapping ($35,000), Expanded Food Forest Pilot ($150,000), EV Infrastructure ($400,000), and Local Non-Profit / Community Based Organization Support ($74,967.08).

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that there is hereby approved from the unappropriated balance of the General Fund (0001) the following supplemental appropriation for FY 24:

<u>General Fund (0001)</u>	
Public Works Administration Department,	
Sustainability and Resiliency Division (040-1251)	$1,063,567.08

BE IT FURTHER RESOLVED that this $1,063,567.08 appropriation shall be used only for the projects identified in this Resolution, and only in the amounts specified for each project herein.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

DEPARTMENT:

Claude D. Tankersley

00763502.docx

BUDGET:

The following page(s) contain the backup material for Agenda Item: August 22, 2024 Committee of the Whole Action Item
Please scroll down to view the backup material.



H-2

COUNCIL COMMITTEE REPORT
ACTION ITEM

TO: **Members of City Council**

DATE: August 29, 2024

COUNCIL DATE: September 5, 2024

RE: August 22, 2024 Committee of the Whole Action Item – Approval of a Resolution approving funding for the Northwest Park Youth Baseball Lighting Project

---

ACTION DESIRED:
Respectfully requesting approval of a resolution approving funding for the Northwest Park Youth Baseball Lighting Project in an amount not to exceed $300,000 from Weeki Wachee funds.

ATTACHMENTS:
Proposed Resolution

Council Chair Deborah Figgs-Sanders
Chair, Committee of the Whole

Resolution No. ___

A RESOLUTION APPROVING FUNDING FOR THE NORTHWEST PARK YOUTH BASEBALL LIGHTING PROJECT IN AN AMOUNT NOT TO EXCEED $300,000 FROM WEEKI WACHEE FUNDS; MAKING CERTAIN FINDINGS ABOUT THE PROJECT; APPROVING A RESCISSION OF AN UNENCUMBERED APPROPRIATION IN THE WEEKI WACHEE CAPITAL PROJECTS FUND (3041) IN THE AMOUNT OF $2,114,507.09 FROM THE SCIENCE CENTER PROJECT (18806); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $300,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE WEEKI WACHEE CAPITAL PROJECTS FUND (3041), RESULTING FROM THIS RESCISSION, TO THE NORTHWEST PARK YOUTH BASEBALL LIGHTING PROJECT (TBD); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council adopted Article IV, Chapter 21, St. Petersburg City Code (City Code), which created procedures and criteria for the use of principal and investment proceeds from the sale of the Weeki Wachee property ("Weeki Wachee funds"); and

WHEREAS, as required by Section 21-120(a) of the City Code, the Northwest Park Youth Baseball Lighting Project (Project) was recommended in writing to City Council by a City Council Member and placed on the Weeki Wachee Project List by City Council; and

WHEREAS, on August 22, 2024, the Committee of the Whole discussed the Project and recommended funding for the Project; and

WHEREAS, the City Council of the City of St. Petersburg hereby approves funding for the Project.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of St. Petersburg, Florida finds that:

- the Project is a new capital project in the "recreation" referendum category;
- only investment income will be expended for the Project;
- the Project is City-owned and will be constructed on land owned or controlled by the City; and
- there are no operating and maintenance costs included in the Project.

BE IT FURTHER RESOLVED that the Project shall include signs to ensure that the public is aware that the Project is funded from Weeki Wachee funds.

BE IT FURTHER RESOLVED that funding for the Project in the amount of $300,000 from Weeki Wachee funds is hereby approved.

BE IT FURTHER RESOLVED that the following unencumbered appropriation in the Weeki Wachee Capital Projects Fund (3041) in the amount of $2,114,507.09 from the Science Center Project (18806) is hereby rescinded.

BE IT FURTHER RESOLVED that the following supplemental appropriation from the increase in the unappropriated balance of the Weeki Wachee Capital Projects Fund (3041), resulting from the above rescission, for Fiscal Year 2024 is hereby approved:

Weeki Wachee Capital Projects Fund (3041)
Northwest Park Youth Baseball Lighting Project (TBD) $300,000

This resolution shall become effective immediately upon its adoption.

DEPARTMENT: BUDGET:

LEGAL:

Jeannine Williams
00764731

The following page(s) contain the backup material for Agenda Item: Potential Charter amendments concerning the City Council and Mayoral vacancies—update and request for referral to a Committee of the Whole
Please scroll down to view the backup material.



I-1

MEMORANDUM

TO: Council Chair Deborah Figgs-Sanders and Council Members

FROM: Brett B. Pettigrew, Assistant City Attorney

DATE: August 23, 2024

SUBJECT: Potential Charter amendments concerning the City Council and Mayoral vacancies—update and request for referral to a Committee of the Whole

---

This memorandum (1) summarizes the legislative history of potential Charter amendments concerning the City Council and Mayoral vacancies that have been under development since October 2022; (2) describes the amendments that were requested by a Committee of the Whole in April 2024; and (3) identifies the issues that prompted the City Attorney's Office to request further discussion of these amendments.

1. LEGISLATIVE HISTORY

This item has been under development for almost two years, with three appearances at City Council (including the meeting for which this report is being provided) and four appearances at a City Council committee—three times at the Public Services & Infrastructure Committee ("**PS&I**") and once at a Committee of the Whole (the "**COW**"). For context, the following is a summary of the milestones in that legislative process:

- On October 20, 2022, City Council approved referral of a new business item to PS&I to discuss potential changes to provisions of the City Charter dealing with vacancies on City Council.

- On July 13, 2023, PS&I met for the first time to discuss this item. At the conclusion of that meeting, the City Attorney's Office was asked to provide additional information to PS&I about potential changes to the appointment process (including raising the voting threshold and providing a fallback when appointment does not occur), as well as additional information about vacancy-filling elections (including more information about what kind of election could be used and the role of early voting).

- On November 8, 2023, PS&I met for the second time to discuss this item. At the conclusion of that meeting, the City Attorney's Office was requested to obtain additional information

from the Pinellas County Supervisor of Elections (the "**SOE**") about flexibility in scheduling special elections and to provide additional information about holding special elections that used the City's regular election structure.

- On March 21, 2024, PS&I met for the third time to discuss this item. At the conclusion of that meeting, PS&I recommended that the item be referred to a Committee of the Whole to consider the following two amendments related to the appointment process for Council vacancies: (i) increase the voting threshold for making an appointment to some form of super-majority and (ii) avoid making an appointment during the regular election cycle for the vacant position.

- On April 3, 2024, the City Attorney's Office recommended that the scope of the upcoming discussion be expanded to consider an additional amendment to resolve timing issues in the process Mayoral vacancies that had become apparent based on information received from the SOE.

- On April 4, 2024, City Council referred the item to an upcoming COW, with discussion to include the two amendments from PS&I and the additional amendment from the City Attorney's Office.

- On April 18, 2024, the COW met to discuss the proposed amendments. At the conclusion of that meeting, the COW requested that the City Attorney's Office draft a Charter referendum ordinance addressing the three amendments that had been referred to the COW, along with another amendment to add a special election for Council vacancies that were not filled through appointment. The specifics of the requested amendments are discussed in the following section.

- On July 3, 2024, the City Attorney's Office notified Council Members via email that drafting of the requested referendum ordinance was proving to be more complicated than anticipated and that the City Attorney's Office would return to City Council with a report on this item and a request it be referred back to a COW for further discussion.

This memorandum has been drafted to provide that report and request.

2. SUMMARY OF REQUESTED AMENDMENTS

As discussed in the timeline above, on April 18, 2024, a COW requested that the City Attorney's Office draft a Charter referendum ordinance and bring that ordinance directly to City Council for legislative action. The amendments requested by the COW can be generally described as follows:

- The vacancy-filling process for Mayor would be simplified and timing issues resolved by eliminating the special election component and always filling the vacancy through the next regular municipal election cycle.[1] Depending on the timing of the vacancy and whether a runoff election was required, the City Administrator as would serve as "Acting Mayor" for a period of 3–29 months.

- The vacancy-filling process for Council Members would be modified in the following ways:

    - To avoid making an appointment during the most active period of the regular election cycle for the vacant position, appointments would be prohibited during that period, and the position would be left open until filled by the winner of the election.

    - The window to make an appointment would be maintained at 45 days, but the voting threshold would be increased to a "super majority."

    - Because raising the threshold to a super-majority increases the likelihood that no appointment will be made, a fallback option was added. Specifically, if no appointment occurred during the 45-day period provided for that purpose, City Council would then call a special election to fill the vacancy, with timing and structure of that special election to be determined at that time. Depending on the timing of the vacancy and the election structure selected, the Council vacancy would exist for a period of 3–29 months.

3. DRAFT AMENDMENT STATUS AND ISSUES

Following the April 18, 2024 COW, the City Attorney's Office began drafting the textual changes to the Charter necessary to effectuate the requested amendments,[2] along with any related amendments that appear to be appropriate for inclusion in the referendum. A copy of the current Charter language concerning vacancies is attached as exhibit A, and the current draft of the textual changes to implement those amendments is attached as exhibit B. This section of the memorandum addresses (A) policy questions related to the requested amendments; (B) a summary of the related

[1] This approach is used by Miami and Hialeah and was frequently referred to at the COW as the "Miami–Hialeah model."

[2] The organization of the section of the Charter governing vacancies does not lend itself to significant revision. As a result, extensive changes were needed simply to create a structure capable of accommodating the requested amendments.

amendments that could be included in the referendum; and (C) a summary of questions related to referendum structure.

(A) POLICY QUESTIONS RELATED TO REQUESTED AMENDMENTS

As the textual changes were drafted to effectuate the requested amendments, several policy questions related to the requested amendments became apparent, including the following:

- What format would the Council action take when calling a special election to fill a vacancy after failing to make an appointment for that purpose—a resolution, an ordinance, or a non-emergency ordinance?

- Regardless of format, what voting threshold would be required to approve that action—majority or some form of super-majority?

- Would a *special* election be required even if City Council determined that it would be in the best interests of the City to wait until the next *regular* election cycle?

- When determining the structure of a vacancy-filling special election, are there any factors that City Council should be *required* to consider? Factors discussed at PS&I included timing, cost, availability of City funds, availability of the SOE to conduct the election, availability of early voting, and prevention of voter confusion.

(B) RELATED AMENDMENTS IDENTIFIED DURING DRAFTING

It is the practice of the City Attorney's Office to identify issues that may be necessary or appropriate to address as part of any amendment requested by City Council. In this case, related issues that were identified include the following:

- Charter section 3.03 addresses the related situation in which the Council Chair is unavailable on a *temporary* basis. The current provision passes control to the Vice-Chair in the event of "disability of the Chair." Because this terminology is inconsistent with the Americans with Disabilities Act, it would be appropriate to replace it with language mirroring applicable state law—i.e., "temporarily incapacitated or otherwise unavailable." It would also be appropriate to clarify this section to address situations in which the Chair and Vice-Chair are both unavailable.

- Charter subsection 3.04(a)(1)B addresses vacancies due to a Council Member's resignation to run for another office. The current provision lacks clarity, has timing requirements that could produce unintended consequences, and it would be inconsistent with one of the requested amendments because it authorizes the very sort of mid-election appointment that

the proposed amendments would prohibit. Amendment to address those issues would, therefore, be appropriate.

- Charter subsection 3.04(b) deals with "extraordinary" vacancies of three or more members of City Council. As written, if all eight seats on Council were vacant, they would remain vacant indefinitely until the Governor took action to appoint Council Members to call a special election, and those Governor-appointment Council Members would hold office until a special election (of unknown structure and timing) was completed. Accordingly, it would be appropriate to amend that provision to ensure that City Council is reconstituted in a timely manner. Additionally, it would be appropriate to amend the provision dealing with 3–7 vacancies to conform to the requested amendments.

- Charter section 4.03 addresses the position of "Acting Mayor." Similar to the section dealing with the Council Chair, it would be appropriate to replace "disability" with "temporarily incapacitated or otherwise unavailable." Also similar to the section dealing with the Council Chair, it would be appropriate to amend this section to clarify the handling of a situation in which the Mayor and City Administrator are both unavailable.

- Charter subsection 5.05(c) deals with special elections. The current requirements for providing public notice of a special do not account for notice requirements under state law in a manner that creates duplicative notices. Additionally, the section would benefit from additional content to clarify how it should be applied in the vacancy-filling context.

Related amendments of this type would ordinarily be discussed at the committee level before the ordinance was finalized and submitted to City Council for legislative action—especially when they would be as extensive as those described above. Furthermore, the potential addition of so many related amendments warrants discussion as to whether the amendments should be divided among multiple questions.

(C) REFERENDUM STRUCTURE

Once the extent of the textual changes required to effectuate the requested and related amendments was apparent, it was determined that a single referendum might not be appropriate. For example:

- The requested amendments would *eliminate* special elections for Mayoral vacancies while *adding* special elections for Council Member vacancies when no appointment occurs. Because the policy considerations underlying those changes are not obviously aligned, those amendments might be better addressed through separate referendum questions.

- The related amendments concerning temporary unavailability would be immediately beneficial as they would address everyday occurrences—rather than extraordinary ones. But

if City Council believes that the addition of those related amendments "muddies the water" for the requested amendments that were the primary focus of this effort, the related amendments could be handled separately, through a separate cleanup amendment.

The question of whether to structure the amendments into a single referendum question or multiple questions is a fundamental one that must be answered before an ordinance can be drafted.

* * *

Considering the outstanding policy questions for the requested amendments, the extent of the potential related amendments identified by the City Attorney's Office, and the questions raised about the referendum structure, it became clear to the City Attorney's Office that that further discussion was necessary. Accordingly, the City Attorney's Office respectfully respects that this item be referred back to a COW for further discussion.

EXHIBIT A
EXCERPTS FROM CURRENT CHARTER

Current Charter provisions related to City Council and Mayoral vacancies are as follows:

Sec. 3.04. Council Members and Mayor Vacancies; Removal from Office.

(a) *Vacancies.*

(1) *Vacancies on City Council, generally.*

A. Except for resignations falling within the scope of subsection (a)(1)B or extraordinary vacancies as provided for in subsection (b), any vacancy on the City Council, (including a vacancy caused by death, resignation, refusal to serve, removal from office, or failure to maintain the residence required when elected or appointed) shall be filled as follows:

1. Such vacancy shall be filled no more than 45 days after the vacancy occurs through a majority vote of the remaining Council Members to appoint a person who meets the requirements in subsection C.

2. A Council Member appointed pursuant to this subsection shall be replaced with an elected Council Member through the next primary and general municipal election for which the qualifying period has not begun at the time of the vacancy. If the applicable City Council district would not ordinarily be included in that municipal election cycle pursuant to Section 3.02, the term for a person elected for such a district pursuant to this subsection A shall end at the time the term of the person who originally vacated the position would have ended.

B. *Vacancies on the Council caused by certain types of resignation:*

1. When the resignation is submitted prior to the beginning of the qualifying period for the municipal

elections to take place in the year the resignation is submitted; and

2. The effective date of the resignation is later than the date the resignation was submitted and is later than the beginning of the qualifying period for the municipal elections to take place in the year the resignation is submitted;

then the election to fill this seat with an elected Council Member shall take place in the primary and general municipal elections to take place in the year the resignation was submitted. The person so elected shall take office on the date in January of the year following the election in accordance with Charter section 3.02(c). However, where a resignation would result in a district being unrepresented for more than 50 days, the majority of the remaining members of the Council may, through a majority vote taking place within 45 days of the actual vacancy occurring, appoint a person to fill the vacancy who meets the requirements set forth in subsection 3.04(a)(1)C. and who shall serve until the person elected as provided in this subsection 3.04(a)(1)B. takes office.

C. With respect to any appointment made pursuant to this subsection (a)(1), the following provisions apply:

1. The person appointed must be a resident of the district in which the vacancy occurs and must otherwise satisfy all qualifications required for elected Council Members.

2. The appointed Council Member shall serve until replaced by an elected Council Member as provided in this subsection (a)(1).

3. Appointments or elections to fill a vacancy shall not change the base year for, or the date of commencement of, the terms of each district established in Section 3.02.

(2) Vacancy of the Mayor caused by death, resignation, refusal of the Mayor to serve, removal, or for any other reason, shall be filled as provided for in Section 4.03 below. When the vacancy occurs within eight months of a regularly scheduled City election and prior to the beginning of the qualifying period for that election, an election for Mayor shall be held as part of that election. The Acting Mayor shall serve until the newly elected Mayor is sworn in. The newly elected Mayor shall serve the unexpired term of the previous Mayor if the election is one in which there would not normally be a Mayoral race.

If the vacancy occurs at any other time and would require an individual to serve as Acting Mayor for a period of greater than six months, then City Council shall schedule a special primary and general election for Mayor to be completed within five months of the occurrence of the vacancy. City Council shall by ordinance provide for the dates of the elections and the length of the qualifying period which qualifying period shall in no event be less than one week. The individual elected in this manner shall take office 30 days after the results of the election are certified and shall serve the remainder of the unexpired term of the previous Mayor.

(b) *Extraordinary Vacancies.*

(1) In the event that all members of the City Council are removed by death, disability, or forfeiture of office, the governor shall appoint an interim City Council that shall call a special election to fill all City Council positions.

(2) Should three or more vacancies occur simultaneously on Council, the remaining members shall within 15 days call a special election to fill the vacant City Council positions.

(3) Each City Council member who takes office as the result of an election called pursuant to this subsection 3.04(b) shall take office 30 days after the results of that election are certified and shall serve the remainder of the unexpired term of the Council Member whose vacancy resulted in the application of this subsection 3.04(b).

. . .

Sec. 4.03. Acting Mayor.

The City Administrator shall exercise the powers and perform the duties of the Mayor during any temporary absence or disability or if the Mayor is removed from or otherwise vacates the office. During a temporary absence, not due to a disability, the Mayor shall provide to the City Administrator, with a copy to the City Clerk, a memo delineating the extent to which the City Administrator may act on the Mayors behalf.

EXHIBIT B
CURRENT DRAFT OF CHARTER AMENDMENTS

The following represents the current draft of the Charter amendments discussed in the memo to which this is attached, with additions indicated by underlining, deletions indicated by ~~strikethrough text~~, and unchanged paragraphs omitted for brevity indicated by three ellipsis dots on a separate line.

As discussed in the memo, this draft covers subjects have not yet been discussed or decided by a Council committee. To the extent the draft below expresses a policy position on those subjects, it does so for the purpose of providing a draft for consideration by City Council and is not intended as a recommendation by the City Attorney's Office as to the resolution of those issues.

Sec. 3.03. Chair of Council; Vice Chair.

(a) *Chair of Council.* City Council shall elect from among its members a Chair who shall preside at all meetings of Council.

(b) *Vice-Chair.* City Council shall elect from among its members a ~~vice chair~~ Vice-Chair who shall act as Chair ~~during the absence or disability of~~ when the Chair is temporarily incapacitated or otherwise unavailable or when the position of Chair is vacant.

(c) *Acting Chair*. If the Vice-Chair is unable to act as Chair in accordance with subsection (b) because the Vice-Chair is temporarily incapacitated or otherwise unavailable or because the position of Chair is vacant, another Council Member may act as Chair, with the selection of that Council Member determined through a procedure established by ordinance or resolution of City Council.

(~~c~~d) *Election and Term of Chair and Vice-Chair.*

. . .

Sec. 3.04. Council Members and Mayor Vacancies; Removal from Office.

(a) *City Council Vacancies*. The following provisions apply to vacancies (as defined in subsection (d), below) in the office of Council Member:

(1) ~~*Vacancies on City Council, generally.* A.~~ *Common Vacancies.* Except for ~~resignations falling within the scope of subsection (a)(1)B or extraordinary vacancies as provided for in~~

~~subsection (b)~~ vacancies addressed by subsections (3) or (4), any vacancy on the City Council~~, (including a vacancy caused by death, resignation, refusal to serve, removal from office, or failure to maintain the residence required when elected or appointed)~~ shall be filled as follows:

~~1~~A. ~~Such vacancy shall be filled~~ City Council shall endeavor to fill the vacancy no more than 45 days after the vacancy occurs through a ~~majority~~ two-thirds vote of the remaining Council Members to appoint a person who meets the requirements in subsection ~~C~~(2).

~~2~~B. A Council Member appointed pursuant to this subsection ~~A~~(1) shall be replaced with an elected Council Member ~~through the next primary and general municipal election for which the qualifying period has not begun at the time of the vacancy. If the applicable City Council district would not ordinarily be included in that municipal election cycle pursuant to Section 3.02, the term for a person elected for such a district pursuant to this subsection A shall end at the time the term of the person who originally vacated the position would have ended~~ during the next regular municipal election cycle in accordance with subsection (d).

C. If City Council fails to fill the vacancy through appointment in accordance with subsection A, City Council shall adopt a [resolution / ordinance / non-emergency ordinance] establishing a procedure to fill that particular vacancy through the next available regular election as described in subsection (d) or through a special election in accordance with the following:

1. The special election must satisfy the requirements of subsection 5.05(c), but the schedule and structure for the special election may deviate from the requirements for holding a regular election for Council Members in subsections 5.05(a) and

5.05(b) (e.g., the special election may be structured as a single City-wide election with a plurality winner).

2. Each candidate in the special election must satisfy the applicable requirements of subsection (2), and the winner of the special election must satisfy the applicable requirements of subsection (2).

3. The winner of the special election will serve a partial term in accordance with subsection (d).

~~B. Vacancies on the Council caused by certain types of resignation:~~

~~1. When the resignation is submitted prior to the beginning of the qualifying period for the municipal elections to take place in the year the resignation is submitted; and~~

~~2. The effective date of the resignation is later than the date the resignation was submitted and is later than the beginning of the qualifying period for the municipal elections to take place in the year the resignation is submitted; then the election to fill this seat with an elected Council Member shall take place in the primary and general municipal elections to take place in the year the resignation was submitted. The person so elected shall take office on the date in January of the year following the election in accordance with Charter section 3.02(c). However, where a resignation would result in a district being unrepresented for more than 50 days, the majority of the remaining members of the Council may, through a majority vote taking place within 45 days of the actual vacancy occurring, appoint a person to fill the vacancy who meets the requirements set forth in subsection 3.04(a)(1)C. and who shall serve until the person elected as provided in this subsection 3.04(a)(1)B. takes office.~~

~~C.~~(2) *Requirements for Appointment or Election.* With respect to any appointment ~~made~~ or election to fill a vacancy pursuant to this subsection (a)~~(1)~~, the following provisions apply:

~~1~~A. The person appointed or elected must be a resident of the district in which the vacancy occurs and must otherwise satisfy all qualifications required for elected Council Members.

~~2~~B. ~~The~~ An appointed Council Member shall serve until replaced by an elected Council Member as provided in ~~this~~ subsection ~~(a)(1)~~(d).

~~3~~C. Appointments or elections to fill a vacancy shall not change the base year for, or the date of commencement of, the terms of each district established in Section 3.02.

~~(2) Vacancy of the Mayor caused by death, resignation, refusal of the Mayor to serve, removal, or for any other reason, shall be filled as provided for in Section 4.03 below. When the vacancy occurs within eight months of a regularly scheduled City election and prior to the beginning of the qualifying period for that election, an election for Mayor shall be held as part of that election. The Acting Mayor shall serve until the newly elected Mayor is sworn in. The newly elected Mayor shall serve the unexpired term of the previous Mayor if the election is one in which there would not normally be a Mayoral race.~~

~~If the vacancy occurs at any other time and would require an individual to serve as Acting Mayor for a period of greater than six months, then City Council shall schedule a special primary and general election for Mayor to be completed within five months of the occurrence of the vacancy. City Council shall by ordinance provide for the dates of the elections and the length of the qualifying period which qualifying period shall in no event be less than one week. The individual elected in this manner shall take office 30 days after the results of the election are certified and shall serve the remainder of the unexpired term of the previous Mayor.~~

(3) *Council Vacancies Coinciding with an Election.*

A. A vacancy will not be filled through appointment if it meets the following conditions: (i) the vacancy occurred because of a resignation required by applicable law for the Council Member to run for another elected office; (ii) the resignation was submitted prior to the first day of qualifying for the next regular municipal election cycle; and (iii) the resignation was effective on or after the first day of qualifying for the next regular municipal election cycle. In that case, the vacancy will be filled through election in accordance with subsection (d).

B. A vacancy will not be filled through appointment if it occurs during the period of time beginning on the date when the City Clerk may begin to accept and hold qualifying papers for the regular election for that position and ending on the date when the winner of that election has been certified or otherwise determined by law. The winner of that election will serve a partial term to fill the vacancy in accordance with subsection (d), followed by the full term to which the winner would ordinarily be entitled to serve pursuant to Section 3.02.

(~~b~~4) *Extraordinary Council Vacancies.*

~~(1)~~A. In the event that all ~~members of the~~ City Council ~~are removed by death, disability, or forfeiture of office~~ positions are vacant, the Mayor shall, within 15 days, call a City-wide special election for each City Council district, and the person receiving the highest number of votes for each district in that special election will serve as the Council Member for that district for a partial term in accordance with subsection (d). If that special election will occur more than 30 days from the date on which all positions became vacant, the Mayor shall request that the governor ~~shall~~ appoint an interim City Council ~~that shall call a special election to fill all City Council positions~~ to serve until the positions are filled through that special election, with

each appointed Council Member satisfying the requirements of subsection (a)(2).

~~(2)~~B. Should three or more vacancies occur simultaneously on City Council, the remaining members shall, within ~~15~~ 45 days, ~~call a special election~~ establish a process to fill the vacant City Council positions through special election in accordance with subsection (a)(1)C.

~~(3) Each City Council member who takes office as the result of an election called pursuant to this subsection 3.04(b) shall take office 30 days after the results of that election are certified and shall serve the remainder of the unexpired term of the Council Member whose vacancy resulted in the application of this subsection 3.04(b).~~

(b) *Mayoral Vacancies.* A vacancy in the office of Mayor will be filled by the Acting Mayor in accordance with Section 4.03 until a successor can be elected through a regular election in accordance with subsection (d).

. . .

(d) *Vacancies, Generally.*

(1) *Definition of Vacancy.* This section applies to any vacancy in the office of Council Member or Mayor, regardless of the cause (including refusal to serve or ineligibility). But this section does not apply to a period in which a Council Member or Mayor is temporarily incapacitated or otherwise unavailable (including a period in which a Council Member is temporarily suspended from office pursuant to subsection (c) or other applicable law).

(2) *Elections and Partial Terms.* When an election is used to fill a vacancy pursuant to this section, the following provisions apply unless otherwise indicated (e.g., when a special election is used instead of a regular election):

A. If an election for the vacant position would not ordinarily occur during the next regular municipal election cycle, an election for that position will be added to that election cycle for purpose of filling the vacancy, using the process

set forth in Section 5.05 to the extent applicable. The winner of that election will serve a partial term to fill the vacancy in accordance with subsection C.

B. Otherwise, if an election for the vacant position would ordinarily occur during the next regular municipal election cycle, the winner of that election will serve a partial term to fill the vacancy in accordance with subsection C, followed by a full term in accordance with Section 3.02

C. A person elected to a partial term pursuant to this section will take office in the 30 days following the date on which that person was certified or otherwise determined as the winner of the applicable election and serve for a term running through the date on which the predecessor's term would have ended if not for the vacancy. Such a partial term does not count toward the term limit requirements of Sections 3.08 and 3.09.

. . .

Sec. 4.03. Acting Mayor.

(a) ~~The~~ Except as provided in subsection (b), the City Administrator shall exercise the powers and perform the duties of the Mayor as the "Acting Mayor" during any ~~temporary absence or disability or if the Mayor is removed from or otherwise vacates the office~~ period in which the Mayor is temporarily incapacitated or otherwise unavailable or in which the position of Mayor is vacant (as defined in Section 3.04).

(b) If the City Administrator is unable to serve as Acting Mayor because the City Administrator is temporarily incapacitated or otherwise unavailable or because the position of City Administrator is vacant (as defined in Section 3.04), another City employee or appointive administrative officer shall serve as "Acting Mayor," with the selection of that employee or officer determined by a line of succession filed by the Mayor with the City Clerk, which may be amended by the Mayor at any time and for any reason by filing a new version with the City Clerk.

(c) ~~During a temporary absence, not due to a disability~~If the Mayor plans to be temporarily incapacitated or otherwise unavailable, the Mayor ~~shall~~

may provide to the City Administrator, with a copy to the City Clerk, a memo delineating the extent to which the ~~City Administrator~~ applicable City employee or officer may act on the Mayor's behalf while serving as Acting Mayor during that period.

. . .

Sec. 5.05. Elections.

. . .

(c) *Special elections.* Special municipal elections may be called by the City Council at any time for such purposes as are authorized by this Charter or by law~~.~~ in accordance with the following:

(1) Notice of all special elections shall be published as provided by state law. But if no provision is provided by state law, such notice shall be published in a daily newspaper published in the City once a week for the four ~~(4)~~ weeks immediately preceding the election.

(2) If a special election is held to fill a vacancy in the office of Council Member or Mayor and a runoff is required, the runoff constitutes a separate special election for purposes of providing notice.

(3) In determining the schedule for a special election, City Council shall consider timing, cost, availability of City funds, availability of the Supervisor of Elections to conduct the election, availability of early voting, prevention of voter confusion, and other relevant factors.

The following page(s) contain the backup material for Agenda Item: FY25 Utility Rates and Charges
Please scroll down to view the backup material.



J-1

OFFICE OF THE MAYOR

CITY OF ST. PETERSBURG

KENNETH T. WELCH, MAYOR

DATE: September 5, 2024

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

FROM: Kenneth T. Welch, Mayor

SUBJECT: Utility Rates for FY2025 (Public Hearing)

As we near the end of FY24, I reflect on the continuous achievements our City has been able to accomplish this year, as well as the many complex programs we have been able to successfully navigate. One of these programs includes the FY25 Utility Rate Study ("Study") which oversees and forecasts the extensive funding requirements of our five (5) public utility systems. Similar to the last few years, this year's Study includes increased costs in operations and capital improvement projects due to inflationary impacts, as well as built in master plans across the forecast. Unique to this year's Study are some immediate requirements particularly on our Stormwater utility program for enhanced levels of service and capital improvement projects that have been accelerated in response to community input. As always, I have dedicated my efforts to ensure we are reviewing these impacts across the entire utility billing program and provide the required revenues needed to the utility systems while moderating the impact to the customer.

As mentioned, this year's Study includes a higher level of community needs and increased levels of service for the Stormwater Utility Program. To meet these needs, I am recommending in our 5-year Capital Improvement Program (CIP) the addition of $46 million in local scale flooding projects for smaller and more localized flooding issues that are emerging across the city. Additionally, I am recommending the acceleration of some of the forecasted stormwater master plan projects to be implemented sooner than originally planned. To support these adjustments, City Administration has pursued and been awarded $24 million in federal and state grants, and I am in full support of City staff dedicating resources to continue applying for grant opportunities throughout the future. Lastly for Stormwater, I am also supporting increased revenues to fund additional maintenance crews, vehicles, and equipment for increased service response during high tide events.

For the Sanitation utility, I am recommending a 5.75% rate increase which is consistent with last year's program plan for FY25. The Sanitation utility will experience increased costs in FY25 due to a 6.8% increase in waste disposal fees (Pinellas County tipping fees). Additionally, vehicle costs are expected to increase by $1.3 million over previous projections for the next five years.

P.O. BOX 2842, ST. PETERSBURG, FLORIDA 33731 | O: 727-893-7201 | F: 727-892-5365 | MAYOR@STPETE.ORG

For the Water utility, the City will adjust the water volume consumption tiered rate structure to encourage and incentivize water conservation (allowing customers more control over their utility bills). For the purposes of our program, we are calling this the Retail Rate Structure. The tiered Retail Rate Structure incentivizes water conservation by charging lower rates for low volume usage. The Retail Rate Structure has been successfully used for decades to incentivize water conservation. This year's update to the tier structure reflects current customer water use patterns. The impact of the changes will vary based on each customer's monthly water use, but in general, lower and average volume users will tend to see some bill and rate relief from the updates, while high volume consumers will pay a greater share to use our community's water resources.

Lastly, I am recommending an update to the City's Sewer Capacity Fee (Water Closet Fee) at a higher increase than originally proposed. Last year, City Administration proposed, and Council approved, a nine-year plan to increase the Sewer Capacity Fee 12.5% per year to bring the fee to the level necessary to provide full cost recovery of adding new users to the water and sewer systems. This year, Administration is recommending accelerating this planned fee adjustment from a nine-year schedule to a four-year schedule. I am recommending the Sewer Capacity Fee be increased by 52.4%, (to $600 per Water Closet) with an additional $200 per year increase over the following two years. This recommendation supports the effort in reaching 100% full cost recovery sooner. The Sewer Capacity Fee provides revenue from new development necessary to cover the costs of serving new customers, ensuring that new development pays for its fair share of the utility system.

The attached memo provides detailed information for each of the individual utility rate programs. In general, the average utility customer is likely to see a 6.14% increase of their entire utility bill. Requested revenue increases for each utility are: 9.00% increase for water, 4.75% increase for wastewater, 13.00% increase for reclaimed water, 25.00% increase for Stormwater, and 5.75% increase for Sanitation.

A detailed report of these proposals has been presented at two Budget, Finance & Taxation Committees held on July 11, 2024, and July 25, 2024, a City Council Report on August 1, 2024, and at a First Reading on August 15, 2024. Today, I am requesting final approval and adoption of the FY25 Utility Rates to begin October 1, 2024.

CDT:aym

st.petersburg
www.stpete.org

MEMORANDUM

TO: Kenneth T. Welch, Mayor

FROM: Claude D. Tankersley, P.E., Public Works Administrator
Amy Foster, Housing & Neighborhood Services Administrator

DATE: September 5, 2024 (Public Hearing)

SUBJECT: Fiscal Year 2025 Utility Rate Study Program
(Water Resources, Stormwater, and Sanitation Utility Programs)

Executive Summary

The financial team of Stantec Consulting Services, along with City staff, has conducted a Revenue Sufficiency Analysis and Cost of Service Utility Rate Study ("Study") for the City of St. Petersburg's Water, Wastewater, Reclaimed Water, Stormwater, and Sanitation Utility System Funds. The purpose of this program is to ensure that utility program expenditures are supported through a healthy and stable revenue stream. Revenue analysis includes review of utility billing charges, miscellaneous service fees, grant funding, and bonding programs. Specifically, utility billing rate charges are reviewed for levels of rate adjustments that may be required for the upcoming fiscal year. Administration ensures a balance between the needs for each utility system with any potential billing impacts that would be placed on utility customers. Costs of service are impacted by inflation, equipment purchases, aging infrastructure, increased regulatory requirements, increased borrowing costs, changes in technology, system impacts from natural events, etc. Upon completion of the Study, the Fiscal year 2025 (FY25) recommended rate revenue requirements are as follows: 9.00% increase to Water rates, 4.75% increase to Wastewater rates, 13.00% increase to Reclaimed Water rates, 25.00% increase to Stormwater rates, and 5.75% increase to Sanitation rates. Rate changes, as compared to last year's plan, can be found in Table 1 below:

Table 1: Recommended Revenue Rate Changes by System

Utility	Last Year's Forecast FY25	FY25 Recommended Rates
Water	7.50%	9.00%*
Wastewater	7.50%	4.75%*
Reclaimed Water	7.50%	13.00%*
Stormwater	8.50%	25.00%
Sanitation	5.75%	5.75%

*Overall combined increase of 6.77% is less than the 7.50% forecast from Fiscal Year 2024

Upon implementation, the combination of the recommended rates across all utilities will impact a customer's total utility bill differently based on various factors including: water/wastewater consumption, utilization of the reclaimed water system, and a customer's amount of stormwater-generating impervious area. This year, in addition to the normal rate adjustments necessary to provide the revenues to operate the utilities, Administration is also recommending adjustments to the Water Utility Retail Rate Structure. The Retail Rate Structure is a volume-based inclining block rate structure that incentivizes water conservation through volumetric water price increases with increasing blocks of water use. In other words, the more water a customer uses, the more expensive the per-gallon rate for that water becomes. Conversely, the less water a customer uses, the per-gallon rate for that water decreases. The Retail Rate Structure is discussed further within the Water Resources Utility Fund Section below.

Individual Utility Fund Program Discussion

It is important to note that although all utility service fees and charges are consolidated into one utility bill, each utility program is reviewed and adjusted individually and the required utility revenues for FY25 are based on the Capital Improvement Program (CIP) and Operating Budgets within each utility fund program. Below is a summary of recommended updates by utility fund:

FY25 WATER RESOURCES FUND:

FY25 Water Resources Fund – Revenue Rate Requirements

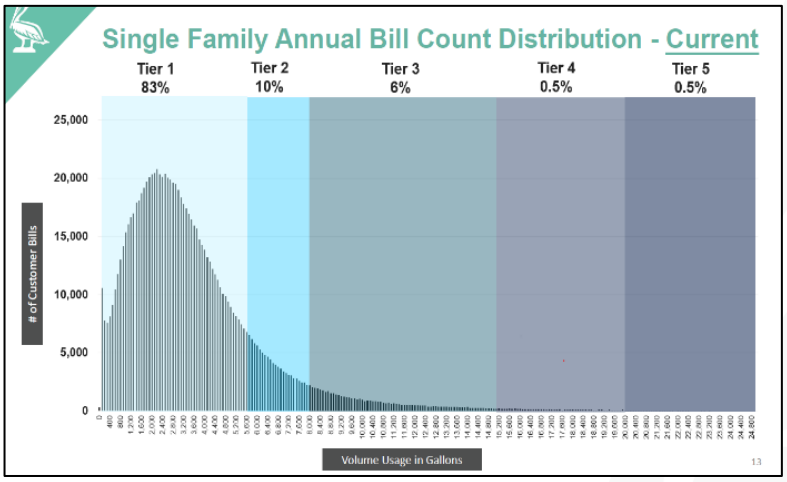
As shown in Table 1, the Water Resources ("WR") Fund is recommending revenue increases of 9.00% for the water system, 4.75% for the wastewater system, and 13.00% for the reclaimed water system. Upon approval, these recommended rate changes will provide the revenues needed for the overall WR system as a whole. These revenues will be used to operate the combined WR systems, to improve infrastructure through the CIP, and to cover debt service for the system.

Retail Rate Structure Updates

Administration performed an in-depth review of the existing water usage billing structure that charges customers higher rates for higher levels (or tiers) of water use. The goal of this review was to determine revenue-neutral adjustments to the water volume tiers to distribute the revenue burdens more equitably to individual utility customers based off water demands placed on the utility system. The updated structure should help incentivize additional water conservation, empowering individual rate payers with more control over their utility bill. The volume of water usage within each tier has not been updated in over two decades and is now being updated to reflect current customer water usage patterns. Chart 1 below shows the current City of St. Petersburg utility customers water volume usage patterns and identifies that 83% of

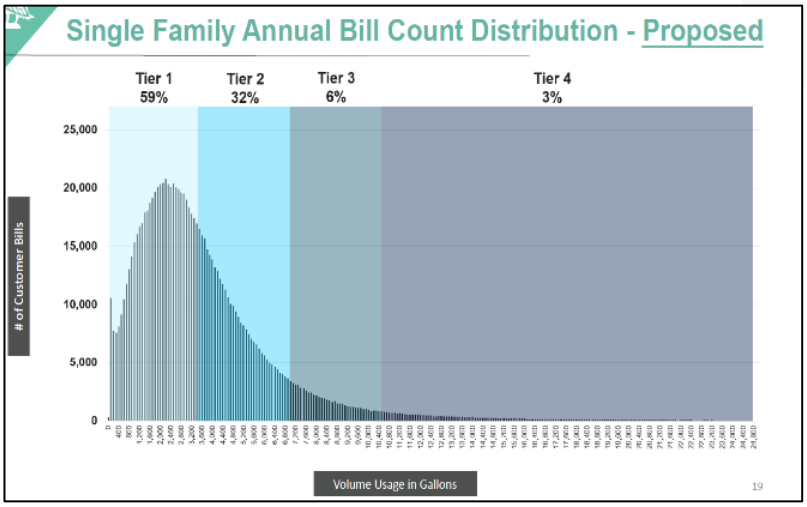
current customer's water usage is within Tier 1. The other 17% of customers water usage patterns are within Tiers 3-5.

Chart 1: Current Bill Distribution



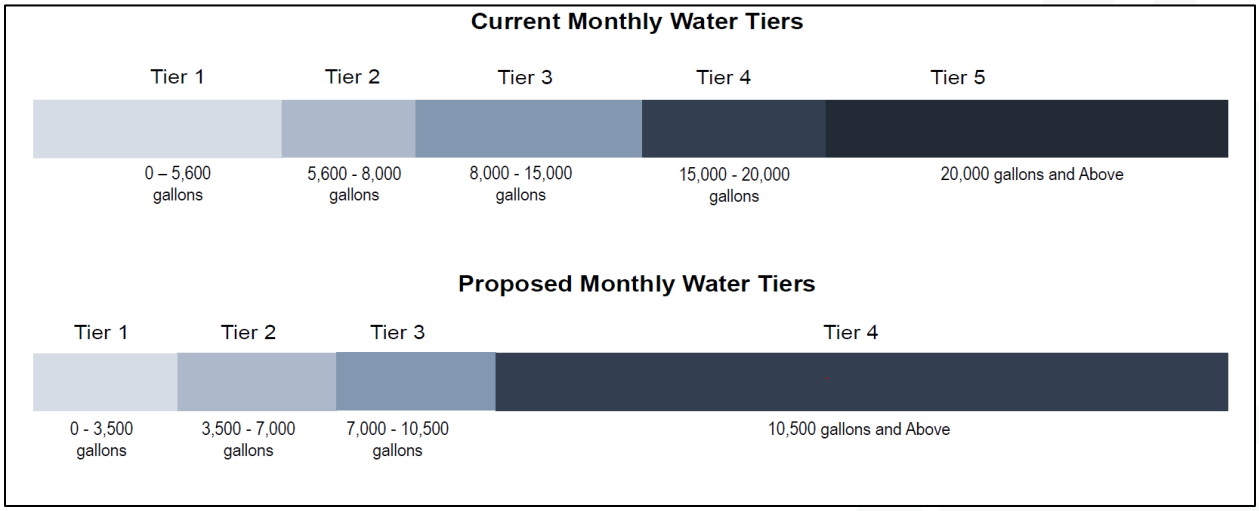
Like multi-family and commercial customers (that have (4) four Tiers), the updated Retail Rate Structure recommends adjusting from (5) five Tiers to (4) four Tiers for single-family customers and includes a more equitable distribution of water usage and bills across the tiers. Chart 2 represents the updated proposed structure which shows 59% of single-family customers would now be within Tier 1 (versus 83% under our current structure), 32% in Tier 2, 6% in Tier 3, and 3% in Tier 4.

Chart 2: Proposed Bill Distribution



Additionally, the number of gallons within each tier will be adjusted based on current volume patterns as shown in Chart 3:

Chart 3: Proposed Water Volume Tier Adjustments



Lastly, upon approval of this recommendation, the distribution of revenues received between fixed charges and usage volume charges will also change slightly. Water fixed charges will have a minor decrease in revenues received to the Fund, while water volume charges will bring in a slightly higher level of increase. For wastewater, there is a slight increase to majority of the meter size charges, but due to the decrease in the water base charges, the combined impact will be an overall fixed charge decrease for the average customer with a 5/8”x3/4” water meter. The breakout of the charges between water/wastewater fixed charges versus volumetric charges between FY24 and the proposed FY25 are show in in Tables 2-5 below.

Table 2: Water Fixed Charge Comparison

Meter Size	FY 2024	FY 2025	$ Change
5/8” x 3/4”	$14.95	$10.35	($4.60)
1"	$37.38	$18.23	($19.15)
1.5"	$74.76	$45.82	($28.94)
2"	$119.61	$56.33	($63.28)
3"	$239.22	$135.15	($104.07)
4"	$373.78	$266.53	($107.25)
6"	$747.57	$529.27	($218.30)
8"	$1,196.10	$923.39	($272.71)
10"	$1,719.40	$1,448.88	($270.52)
12"	$3,214.53	$1,744.47	($1,470.06)

Table 3: Wastewater Fixed Charge Comparison

Meter Size	FY 24	FY 25	$ Change
5/8” x 3/4”	$24.94	$26.49	$1.55
1"	$62.35	$53.74	($8.61)
1.5"	$124.70	$149.12	$24.42
2"	$199.52	$185.46	($14.06)
3"	$399.04	$457.99	$58.95
4"	$623.50	$912.20	$288.70
6"	$1,247.00	$1,820.62	$573.62
8"	$1,995.20	$3,183.25	$1,188.05
10"	$2,868.10	$5,000.09	$2,131.99
12"	$5,363.10	$6,022.07	$658.97

Table 4: Water Volume Charges Comparison

FY 2024		FY 2025	
Water Volume Charges (per kgal)	**Inside City (with TBW)**	**Water Volume Charges (per kgal)**	**Inside City (with TBW)**
Single-Family Dwelling (per account)		**Single-Family Dwelling (per account)**	
First 5,600	$5.40	First 3,500	$6.43
Next 2,400	$6.77	Next 3,500	$8.58
Next 7,000	$9.23	Next 3,500	$17.15
Next 5,000	$12.18	Over 10,500	$25.73
Over 20,000	$24.37		
Multi-Family Dwelling (per unit)		**Multi-Family Dwelling (per unit)**	
First 5,600	$5.40	First 3,500	$6.43
Next 2,400	$6.77	Next 3,500	$8.58
Next 7,000	$9.23	Next 3,500	$17.15
Over 15,000	$24.37	Over 10,500	$25.73
Commercial (unique to each account)		**Commercial (unique to each account)**	
Up to average	$5.40	Up to average	$6.43
Average - 1.4 x average	$7.38	Average – 2.0 x average	$8.58
1.4 to 1.8 x average	$9.23	2.0 to 3.0 x average	$17.15
Over 1.8 x average	$10.86	Over 3.0 x average	$25.73

Table 5: Wastewater Volume Charge Comparison

Volume Charges (per kgal)	FY 24	FY 25
Residential / Non-Residential		
All Usage	$9.57	$10.21

The impact of the changes will vary based on each customer's monthly water use, but in general, lower-volume and average-volume users will tend to see a lower increase to their bills, while higher volume users may experience a higher bill (absent any reductions in water use). Approximate impacts to Single-Family monthly Water and Wastewater bills through these updates are listed in Table 6.

Table 6: Single-Family Monthly Water & Wastewater Bills (5/8" x 3/4")

Usage (kgal)	Current Bill (FY 2024)	Proposed Bill (FY 2025)	$ Change	% Change	% of Bills Issued
1	$54.86	$53.48	$(1.38)	-2.5%	11.2%
2	$69.83	$70.13	$0.30	0.4%	19.0%
3	$84.80	$86.77	$1.97	2.3%	20.7%
4	$99.77	$104.49	$4.72	4.7%	16.7%
5	$114.74	$123.27	$8.53	7.4%	11.4%
10	$200.54	$242.95	$42.41	21.1%	1.2%
15	$294.54	$418.37	$123.83	42.0%	0.3%
20	$403.29	$598.08	$194.79	48.3%	0.1%

FY25 Water Resources Fund – Projected System Funding Requirements

The rate analysis includes projected expense requirements for the FY25 Water Resources Operating Fund projected at $221.28M in FY25. [Note: The Water Resources Operating Fund is the funding source of three (3) separate utilities: water, wastewater, and reclaimed water.] The proposed expenses for the Water Resources Operating Fund (i.e., $221.28M) represents an increase of 9.32% as compared to the FY24 Adopted Water Resources Operating Fund Budget. In addition, the Water Resources Operating Fund will support a $41.53M transfer in operating funds to the Water Resources Debt Fund, as well as a $44.73M transfer to the Water Resources Capital Projects Fund for essential capital improvement projects. The five-year FY25-29 Water Resources CIP is recommended at $622.41M and includes significant capital enhancements to the systems' assets including projects recommended in the City's St. Pete Water Plan (master plan). Highlights of the five-year CIP include continued improvements to the sanitary sewer collection system with $27.0M in funding from the Citywide Infrastructure Capital Improvement Fund (Penny for Pinellas funding), and $58.05M from the Water Resources Capital Projects Fund. Examples of projects supported through this funding include the NE-2 Capacity Improvements Project, as well as the San Martin Bridge Utilities Replacement Project. Water Reclamation Facilities are also recommended to be funded at $137.41M from the Water Resources CIP for continued improvements at the Northeast, Northwest, and Southwest Reclamation Facilities. Table 7 below is a summary of the 5-year CIP.

Table7: Summary of the 5-year Water Resources Fund CIP (in $1,000)

	FY25	FY26	FY27	FY28	FY29	Total
Cosme & Pump Stations	$2,330	$25,340	$21,000	$11,450	$21,250	$81,370
Water Distribution Maint.	$16,900	$16,800	$24,600	$36,400	$37,550	$132,250
Wastewater Collection Maint.	$17,350	$17,800	$17,450	$16,200	$16,250	$85,050
Lift Stations	$35,700	$25,175	$16,500	$8,250	$6,850	$92,475
Water Reclamation Facilities	$36,200	$20,625	$23,000	$29,300	$28,280	$137,405
Reclaimed System Imp's	$11,275	$11,875	$13,275	$9,875	$2,325	$48,625
Other	$7,825	$5,169	$9,183	$10,395	$12,666	$45,238
TOTAL	**$127,580**	**$122,784**	**$125,008**	**$121,870**	**$125,171**	**$622,413**

FY25 Water Resources Fund – Recommended Financial Plan

Since the onset of the pandemic in 2020, the Water Resources System has seen significant cost impacts to its operations, maintenance, and capital improvement projects. This includes increased costs in various areas anywhere from 20% up to 70% (i.e., supply chain cost increases, increases in chemicals and building material costs, etc.). In addition, beginning in FY23, Administration finalized the adoption of the 50/50 cash-to-debt funding objective which funds annual capital improvement costs equally between cash-related funding sources (Utility Rates,

Grants, Fees etc.) and borrowing (Debt). By sustaining a 50/50 cash-to-debt funding ratio, the City will avoid hundreds of millions of dollars in borrowing costs (interest payments) as well as reduce the need for long-term rate increases to cover the avoided debt into the future. The ten-year financing program plan funds all essential projects identified in St. Pete's Water Plan and is inclusive of all required maintenance and operational needs for a resilient and sustainable system now and into the future. Table 8 below represents the current five-year Water Resources Rate Plan with 50/50 cash-to-debt funding.

Table 8: 5-Year Water Resources Operating Fund Revenue Adjustment Plan

Program Scenario	Current W&S Bill: 4KGal	FY25	FY26	FY27	FY28	FY29
50/50 Cash to Debt Ratio	$98.11	6.77%*	6.75%	6.75%	6.75%	6.75%

*6.77% represents the weighted average of the three individual utility revenue increases for water (9.0%), wastewater (4.75%), and reclaimed water (13.0%)

FY25 Water Resources Fund – Sewer Capacity Fee Update (Water Closet Fee)

In addition to the sufficiency review of Utility revenues from water and sewer consumption, this year's Study also looked at the year-over-year cost recovery plan for the City's Sewer Capacity Fee, also referred to as the "Water Closet Fee". The Sewer Capacity Fee provides revenue from new development necessary to cover the costs of serving new customers, ensuring that new development pays for its fair share of the utility system. Last year, City Administration proposed, and Council approved, a nine-year plan to increase the Sewer Capacity Fee 12.5% per year to bring the fee to the level necessary to provide full cost recovery of adding new users to the water and sewer systems. This year, Administration is recommending accelerating this planned fee adjustment from a nine-year schedule to a four-year schedule. I am recommending the Sewer Capacity Fee be increased by 52.4%, (to $600 per Water Closet) with an additional $200 per year increase over the following two years. This recommendation supports the effort in reaching 100% full cost recovery sooner.

FY25 Water Resources Fund – Sanitary Sewer System/Penny for Pinellas Funding

In FY20, Administration approved additional funding for Sanitary Sewer Pipe Repair and Replacement and CIPP Lining Projects from the Penny for Pinellas Citywide infrastructure Capital Improvement Fund in the amount of $9.0M annually. To date, this fund has dedicated $43.0M in annual funding to these projects, which does not include the $58.05M in additional funding provided through the Water Resources CIP Fund. Beginning in FY24, the Penny for Pinellas funding shifted from allocating $9.0M annually to $7.0M for FY24 and FY25, and then $5.0M for

the remaining years of the five-year CIP plan. This plan will be analyzed and reviewed during the annual Rate Study process to review adjustments that may need to be made moving forward. Table 9 shows the current recommended plan for the next five years.

Table 9: Penny for Pinellas Sanitary Sewer Funding Plan

Program Scenario	FY25	FY26	FY27	FY28	FY29
Citywide Infrastructure CIP Fund (3027)	$7.0M	$5.0M	$5.0M	$5.0M	$5.0M

FY25 Water Resources Fund – Reclaimed Water System Recovery Costs

Reclaimed water rates recover approximately 80% of system costs, with the remaining balance recovered via water and wastewater retail rates. To maintain approximately 80% cost recovery rate for reclaimed water customers, there will be an 13% proposed reclaimed water revenue rate adjustment for FY25.

FY25 STORMWATER UTILITY OPERATING FUND:

FY25 Stormwater Utility Operating Fund – System Impacts and Adjustments

Due to natural events during FY24, the City prioritized addressing stormwater related issues throughout the current fiscal year's Stormwater Utility Program that were not originally anticipated. This required adding more full-time employees and respective equipment on the operational side. Additional enhancements included acceleration of backflow preventers in particular coastal flooding areas, as well as implementation of replacing all existing backflow preventers citywide. The five-year Stormwater Utility Capital Improvement Program ("SW CIP") also includes an additional $46.41M in local-scale flooding projects for smaller and more localized flooding issues that are emerging across the City, as well as acceleration of regional capital improvements projects identified in the Stormwater Master Plan. These adjustments have caused greater than anticipated rate impacts over the next three years as discussed in the summaries below.

FY25 Stormwater Utility Funds – Projected System Funding Requirements

The FY25 recommended Stormwater Utility fee increase is 25% and supports an operating budget in the amount of $41.13M. Levels of service within stormwater operations will continue to be reviewed across FY24 and FY25 and will provide for potential impacts to future programmatic outcomes. The FY25-29 five-year Stormwater Capital Improvement Program (CIP) is

recommended at $147.86 million and includes a $9.91M transfer from the operating fund to the CIP fund. The CIP supports projects related to the upcoming Stormwater Master Plan Program in the amount of $19.5M, as well as storm drainage projects in the amount of $120.83M. Specific Storm Drainage Improvement Projects includes Bartlett Lake/Salt Creek Pump Station and Crescent Lake Water Quality Improvements. Table 10 below is a summary of the 5-year Stormwater CIP.

Table 10: Summary of the Stormwater Utility Fund 5-year CIP (in $1,000)

	FY25	FY26	FY27	FY28	FY29	Total
Master Plan Storm Drainage	$5,000	$1,500	$10,000	$1,000	$2,000	$19,500
Storm Drainage Improvements	$12,212	$18,000	$13,050	$30,050	$27,050	$100,362
Other	$4,663	$11,301	$2,990	$4,210	$4,830	$27,994
TOTAL	**$21,875**	**$30,801**	**$26,040**	**$35,260**	**$33,880**	**$147,856**

FY25 Stormwater Utility Capital Fund - Recommended Financial Plan

Similar to the Water Resources Capital Fund, the Stormwater Utility Capital Fund aligns the CIP funding program with the bond rating agency's recommendation for a 50/50 cash-to-debt funding plan. Additionally, this year's Study included the completion of the Stormwater Master Plan, which gives the City the ability to incorporate more accurate project requirements throughout the forecast. Due to previous studies already taking into account the anticipated program, the inclusion of the Stormwater Master Plan did not have major impacts to the forecasted financial plan and resulted in a slight decrease from $204.5M to $203.1M in FY28-FY32. As done historically, Administration has continued to approve the submission of grant applications which will continue to be reviewed in alignment with the annual Utility Rate Study Program. This year, the Stormwater Utility Capital Fund received $24M in grant funding. The current plan will continue to be adjusted based on incoming grants as they are received. Table 11 shows the current financial program plan for the Stormwater Utility Fund increases.

Table 11: Stormwater Utility Rate Plan

Program Scenario	FY25	FY26	FY27	FY28	FY29
50/50 Cash to Debt	25.00%	15.00%	10.00%	5.00%	5.00%

FY25 SANITATION OPERATING FUND:

Projected FY25 Sanitation System Requirements

The 5.75% proposed increase in Sanitation service rates will bring operational revenues in line with rising operational expenses. The rate proposal also includes a baseline provision for replacement of Sanitation facilities, a catch-up funding replacement cycle for dated fleet vehicles, and establishes a fully funded normal replacement cycle for service vehicles and containers on a fiscal basis through FY34. The rate proposal also includes provisions that will assist with cost escalation on commodities and services such as uniforms and temporary labor. The proposed rate also assumes a 6.8% year-over-year increase in Pinellas County tipping fees (with future projected increases of 7.8% per year). The Sanitation Utility Program is anticipated to stay consistent with the current estimated rate increases as reflected in Table 12 below.

Table 12: Sanitation Utility Rate Plan

Program Scenario	FY25	FY26	FY27	FY28	FY29
Flat Fee Trash and Recycling	5.75%	6.00%	6.00%	6.00%	6.00%

Recommended Action:

City Council conducted a First Reading of the proposed rate ordinances on August 15, 2024, and today is the Public Hearing for the proposed rates for final adoption. This will allow the rates to be effective as of October 1, 2024, to support the FY25 proposed operating and capital improvement budgets. Attachment 1 consists of three separate Ordinances requiring action, each reflecting the proposed rate changes described herein with respect to the Water Resources Utility Program (water, wastewater, reclaimed), the Stormwater Utility Program, and the Sanitation Program.

Attachment 1: Utility Ordinances

ORDINANCE NO. _____

AN ORDINANCE RELATING TO SANITATION RATES AND CHARGES; AMENDING CHAPTER 27, SECTION 27-557 OF THE ST. PETERSBURG CITY CODE; AMENDING RATES AND CHARGES FOR SANITATION SERVICES; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING AN EXPLANATION OF WORDS STRUCK THROUGH AND UNDERLINED; ESTABLISHING A DATE TO BEGIN CALCULATING NEW RATES FOR BILLING PURPOSES; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN:

SECTION ONE. Section 27-557 of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 27-557. - Sanitation charges.

(a) *Generally.* All occupants or owners of premises in the City that are subject to having accumulations of garbage, recyclable materials, rubbish and garden trash removed and disposed of by the City shall be required to pay charges for garbage, recyclable materials and rubbish removal, and these charges shall be paid to the City and will be billed with water and sewer service billings. When a water service is active and unless specifically included in other sections of this article, all occupants or owners of premises in the City shall pay a removal charge as follows:

(1) *Ninety-gallon or 300-gallon bulk garbage container service (twice-per-week).*

a. *Curbside/alley monthly charge.*

1. Single-family residence .... $30.23 ~~$28.59~~

Each additional automated 90-gallon bulk garbage container (six-month minimum) .... $16.68 ~~$15.77~~

2. Multiple-family residence, per unit .... $30.23 ~~$28.59~~

3. Business or institution:

One automated 90-gallon can .... $30.23 ~~$28.59~~

Each additional automated 90-gallon can (six-month minimum) .... $16.68 ~~$15.77~~

b. *Backyard monthly charge.*

1. Single-family residence:

One automated 90-gallon bulk garbage container or two, manual system .... $72.12 ~~$68.20~~

Each additional automated 90-gallon bulk garbage container or two bulk garbage containers, manual system .... $35.34 ~~$33.42~~

2. Multifamily residence, per unit …. $72.12 ~~$68.20~~

3. Business or institution:

One automated 90-gallon can or two cans, manual system .... $72.12 ~~$68.20~~

Each additional automated 90-gallon can or two cans, manual system .... $35.34 ~~$33.42~~

c. *Mobile home space*. Each mobile home space constitutes a single-family residential unit.

(2) *Ninety-gallon bulk garbage container service (once-per-week).*

a. Once-per-week collection status will be made available. To qualify, the customer must make application to the POD, and meet all of the following criteria:

1. Have a single-family residence;

2. Have a household consisting of only one or two persons;

3. Participate at least once per calendar month in the city-wide recycling program; and

4. In the billing month, have water consumption of 5,000 gallons or less. If water consumption exceeds 5,000 in a given month, then the twice-per-week rate shall apply.

The once-per-week status will be granted to customers who share a large automated bulk garbage container if they meet the criteria of this subsection (a)(2)a.

b. Single-family residence, once-per-week, monthly charge .... $23.96 ~~$22.66~~

c. Once a week garbage collection service will be withdrawn and twice a week garbage service instituted at the prescribed charge therefor upon 15 days' written notice to the customer (occupant or owner) with the notice provided by regular United States mail or by delivery to the premises served. Notice shall be complete upon mailing or delivery. Such notice shall be given if the POD determines that one of the following has occurred in connection with the once a week service:

1. A potential or actual health hazard or odor problem has occurred or is occurring due to the once a week garbage service; or

2. Sufficient material is being placed in the container that once a week service is not adequate for removal.

3. The customer has not met the criteria for once-per-week collection listed in subsection (a)(2)a. for three consecutive months.

d. The owner or occupant given such notice may appeal the decision to withdraw once a week service by giving written notice thereof in the manner and to the person prescribed in the notice of withdrawal of once a week service along with payment of the prescribed fee therefor. The notice of appeal must be actually delivered to and stamped received by the POD within ten days of the date of mailing of the notice of withdrawal of once a week service.

The Mayor shall by administrative regulation provide for the processing of appeals including the amount of the fee therefor and who shall determine appeals. All appeals shall be determined according to the evidence presented. The appellant and the POD shall have a right to be present and present evidence and be heard. The strict rules of evidence shall not apply.

e. If once a week garbage service has been withdrawn as provided herein it shall not be reinstituted until one year has elapsed and then only upon proper application.

(3) *Other bulk container service fees.*

a. Standby fees and criteria for charging such fees are discussed in section 27-141(c)(2). The monthly standby fee shall be .... $15.53 ~~$14.69~~

b. Other fees. A one-time placement fee for an additional 90-gallon can will be .... $14.38 ~~$13.60~~

c. Single stream recycling fee. A monthly fee for single family residence bulk recycling container service shall be .... $3.99 ~~$3.77~~

(4) *Roll off container service.* Where a roll off container is used the charge is per pull. It is $2.18 ~~$2.06~~ per cubic yard capacity times the compaction ratio of one for regular containers and four for compacting containers plus the cost of disposal plus $195.49 ~~$184.86~~. There is a one-time placement fee of $13.53 ~~$12.79~~. $67.70 ~~64.02~~ will be charged for overloaded or blocked containers; $47.39 ~~$44.81~~ will be charged for cleaning.

(5) *Bulk container service rate.* Where a commercial or multi-family residential bulk container is used, the charge per cubic yard shall be based on size of container and frequency of collection as shown on Tables A—E. The monthly charge will be calculated by multiplying the charge per cubic yard from the applicable table times the size of the bulk commercial or multi-family residential container times the number of pickups per week times 52 weeks divided by 12 months. In addition, the following charges will apply:

a. Special rollout charge, per occurrence .... $4.31 ~~$4.08~~

b. Special pickups .... $17.81 ~~$16.84~~

Plus the established per cubic yard cost from Tables A—E for that customer.

c. Special service charge for multifamily units serviced by bulk commercial or multi-family residential containers, per unit, per month .... $6.82 ~~$6.45~~

Plus, the appropriate bulk container rate (condominium, apartment, mobile home park, etc.)

TABLE A. COMMERCIAL - UNCOMPACTED

~~Times/week collected~~	~~1~~	~~2~~	~~3~~	~~4~~	~~5~~	~~6~~	~~7~~
~~1 cubic yard~~	~~$20.02~~	~~$17.62~~	~~16.79~~	~~16.41~~	~~16.17~~	~~16.02~~	~~15.89~~
~~2 cubic yards~~	~~$13.20~~	~~$11.99~~	~~$11.57~~	~~$11.35~~	~~$11.24~~	~~$11.15~~	~~$11.07~~
~~3 cubic yards~~	~~$11.06~~	~~$10.16~~	~~$9.86~~	~~$9.72~~	~~$9.61~~	~~$9.54~~	~~$9.52~~
~~4 cubic yards~~	~~$9.92~~	~~$9.23~~	~~$8.99~~	~~$8.87~~	~~$8.79~~	~~$8.75~~	~~$8.70~~
~~5 cubic yards~~	~~$9.26~~	~~$8.68~~	~~$8.48~~	~~$8.39~~	~~$8.33~~	~~$8.31~~	~~$8.28~~
~~6 cubic yards~~	~~$8.81~~	~~$8.31~~	~~$8.11~~	~~$8.05~~	~~$8.00~~	~~$7.95~~	~~$7.94~~
~~8 cubic yards~~	~~$8.25~~	~~$7.81~~	~~$7.68~~	~~$7.60~~	~~$7.58~~	~~$7.54~~	~~$7.53~~
~~10 cubic yards~~	~~$7.95~~	~~$7.54~~	~~$7.40~~	~~$7.36~~	~~$7.27~~	~~$7.26~~	~~$7.25~~

Times/week collected	1	2	3	4	5	6	7
1 cubic yard	$21.17	$18.63	$17.76	$17.35	$17.10	$16.94	$16.80
2 cubic yards	$13.96	$12.68	$12.24	$12.00	$11.89	$11.79	$11.71
3 cubic yards	$11.70	$10.74	$10.43	$10.28	$10.16	$10.09	$10.07
4 cubic yards	$10.49	$9.76	$9.51	$9.38	$9.30	$9.25	$9.20
5 cubic yards	$9.79	$9.18	$8.97	$8.87	$8.81	$8.79	$8.76
6 cubic yards	$9.32	$8.79	$8.58	$8.51	$8.46	$8.41	$8.40
8 cubic yards	$8.72	$8.26	$8.12	$8.04	$8.02	$7.97	$7.96

10 cubic yards	$8.41	$7.97	$7.83	$7.78	$7.69	$7.68	$7.67

TABLE B. COMMERCIAL – COMPACTED

~~Times/week collected~~	~~1~~	~~2~~	~~3~~	~~4~~	~~5~~	~~6~~	~~7~~
~~2 cubic yards~~	~~$27.22~~	~~$26.84~~	~~$26.71~~	~~$26.64~~	~~$26.59~~	~~$25.45~~	~~$25.42~~
~~3 cubic yards~~	~~$25.49~~	~~$25.22~~	~~$25.13~~	~~$25.09~~	~~$25.07~~	~~$25.06~~	~~$25.05~~
~~4 cubic yards~~	~~$24.40~~	~~$24.33~~	~~$24.31~~	~~$24.30~~	~~$24.28~~	~~$24.26~~	~~$24.12~~
~~5 cubic yards~~	~~$23.93~~	~~$23.89~~	~~$23.86~~	~~$23.85~~	~~$23.85~~	~~$23.84~~	~~$23.73~~
~~6 cubic yards~~	~~$23.62~~	~~$23.57~~	~~$23.56~~	~~$23.54~~	~~$23.54~~	~~$23.52~~	~~$23.30~~
~~8 cubic yards~~	~~$23.30~~	~~$23.21~~	~~$23.15~~	~~$23.14~~	~~$23.14~~	~~$23.14~~	~~$23.13~~

Times/week collected	1	2	3	4	5	6	7
2 cubic yards	$28.79	$28.38	$28.25	$28.17	$28.12	$26.91	$26.88
3 cubic yards	$26.96	$26.67	$26.57	$26.53	$26.51	$26.50	$26.49
4 cubic yards	$25.80	$25.73	$25.71	$25.70	$25.68	$25.65	$25.51
5 cubic yards	$25.31	$25.26	$25.23	$25.22	$25.22	$25.21	$25.09
6 cubic yards	$24.98	$24.93	$24.91	$24.89	$24.89	$24.87	$24.64
8 cubic yards	$24.64	$24.54	$24.48	$24.47	$24.47	$24.47	$24.46

TABLE C. MULTI-FAMILY – UNCOMPACTED

~~Times/week collected~~	~~1~~	~~2~~	~~3~~	4	~~5~~	~~6~~	~~7~~
~~1 cubic yard~~	~~$17.93~~	~~$15.53~~	~~$14.73~~	~~$14.33~~	~~$14.09~~	~~$13.93~~	~~$13.81~~
~~2 cubic yards~~	~~$11.14~~	~~$9.89~~	~~$9.51~~	~~$9.28~~	~~$9.16~~	~~$9.06~~	~~$9.01~~
~~3 cubic yards~~	~~$8.99~~	~~$8.08~~	~~$7.79~~	~~$7.63~~	~~$7.54~~	~~$7.46~~	~~$7.44~~
~~4 cubic yards~~	~~$7.84~~	~~$7.14~~	~~$6.91~~	~~$6.79~~	~~$6.69~~	~~$6.65~~	~~$6.63~~
~~5 cubic yards~~	~~$7.17~~	~~$6.61~~	~~$6.41~~	~~$6.30~~	~~$6.23~~	~~$6.19~~	~~$6.18~~
~~6 cubic yards~~	~~$6.71~~	~~$6.21~~	~~$6.05~~	~~$5.96~~	~~$5.93~~	~~$5.87~~	~~$5.85~~
~~8 cubic yards~~	~~$6.16~~	~~$5.72~~	~~$5.60~~	~~$5.53~~	~~$5.49~~	~~$5.46~~	~~$5.45~~
~~10 cubic yards~~	~~$5.87~~	~~$5.46~~	~~$5.32~~	~~$5.25~~	~~$5.20~~	~~$5.18~~	~~$5.17~~

Times/week collected	1	2	3	4	5	6	7
1 cubic yard	$18.96	$16.42	$15.58	$15.15	$14.90	$14.73	$14.60
2 cubic yards	$11.78	$10.46	$10.06	$9.81	$9.69	$9.58	$9.53
3 cubic yards	$9.51	$8.54	$8.24	$8.07	$7.97	$7.89	$7.87
4 cubic yards	$8.29	$7.55	$7.31	$7.18	$7.07	$7.03	$7.01
5 cubic yards	$7.58	$6.99	$6.78	$6.66	$6.59	$6.55	$6.54
6 cubic yards	$7.10	$6.57	$6.40	$6.30	$6.27	$6.21	$6.19
8 cubic yards	$6.51	$6.05	$5.92	$5.85	$5.81	$5.77	$5.76
10 cubic yards	$6.21	$5.77	$5.63	$5.55	$5.50	$5.48	$5.47

TABLE D. MULTI-FAMILY - COMPACTED

~~Times/week collected~~	~~1~~	~~2~~	~~3~~	4	~~5~~	~~6~~	~~7~~
~~2 cubic yards~~	~~$18.91~~	~~$18.54~~	~~$18.39~~	~~$18.33~~	~~$18.28~~	~~$18.24~~	~~$18.21~~
~~3 cubic yards~~	~~$17.19~~	~~$16.92~~	~~$16.81~~	~~$16.77~~	~~$16.74~~	~~$16.73~~	~~$16.72~~
~~4 cubic yards~~	~~$16.27~~	~~$16.12~~	~~$16.04~~	~~$16.02~~	~~$15.99~~	~~$15.96~~	~~$15.94~~
~~5 cubic yards~~	~~$15.79~~	~~$15.64~~	~~$15.57~~	~~$15.54~~	~~$15.53~~	~~$15.53~~	~~$15.52~~
~~6 cubic yards~~	~~$15.44~~	~~$15.30~~	~~$15.25~~	~~$15.24~~	~~$15.23~~	~~$15.23~~	~~$15.21~~
~~8 cubic yards~~	~~$14.99~~	~~$14.90~~	~~$14.87~~	~~$14.85~~	~~$14.82~~	~~$14.82~~	~~$14.81~~

Times/week collected	1	2	3	4	5	6	7
2 cubic yards	$20.00	$19.61	$19.45	$19.38	$19.33	$19.29	$19.26
3 cubic yards	$18.18	$17.89	$17.78	$17.73	$17.70	$17.69	$17.68
4 cubic yards	$17.21	$17.05	$16.96	$16.94	$16.91	$16.88	$16.86
5 cubic yards	$16.70	$16.54	$16.47	$16.43	$16.42	$16.42	$16.41
6 cubic yards	$16.33	$16.18	$16.13	$16.12	$16.11	$16.11	$16.08
8 cubic yards	$15.85	$15.76	$15.73	$15.70	$15.67	$15.67	$15.66

TABLE E. CARDBOARD

~~Times/week collected~~	~~1~~	~~2~~	~~3~~	~~4~~	~~5~~	~~6~~	~~7~~
~~2 cubic yards~~	~~$4.97~~	~~$4.97~~	~~$4.97~~	~~$4.97~~	~~$4.97~~	~~$4.97~~	~~$4.97~~
~~3 cubic yards~~	~~$4.40~~	~~$4.40~~	~~$4.40~~	~~$4.40~~	~~$4.40~~	~~$4.40~~	~~$4.40~~
~~4 cubic yards~~	~~$4.13~~	~~$4.13~~	~~$4.13~~	~~$4.13~~	~~$4.13~~	~~$4.13~~	~~$4.13~~
~~6 cubic yards~~	~~$2.75~~	~~$2.75~~	~~$2.75~~	~~$2.75~~	~~$2.75~~	~~$2.75~~	~~$2.75~~
~~8 cubic yards~~	~~$2.05~~	~~$2.05~~	~~$2.05~~	~~$2.05~~	~~$2.05~~	~~$2.05~~	~~$2.05~~

Times/week collected	1	2	3	4	5	6	7
2 cubic yards	$5.26	$5.26	$5.26	$5.26	$5.26	$5.26	$5.26
3 cubic yards	$4.65	$4.65	$4.65	$4.65	$4.65	$4.65	$4.65
4 cubic yards	$4.37	$4.37	$4.37	$4.37	$4.37	$4.37	$4.37
6 cubic yards	$2.91	$2.91	$2.91	$2.91	$2.91	$2.91	$2.91
8 cubic yards	$2.17	$2.17	$2.17	$2.17	$2.17	$2.17	$2.17

d. There is a one-time placement fee of $13.53 ~~$12.79~~ for each temporary bulk container.

(6) *Special service charges for private collection.* For nonresidential collection, the special service charge for a privately collected roll off container is $2.19 ~~$2.07~~ per cubic yard capacity times the compaction ratio.

For existing nonautomated multifamily back door, door to door apartment private collection, the monthly special service charge for private collections is $2.19 ~~$2.07~~ per

cubic yard capacity times the compaction ratio times the frequency of pickup per month, plus an annual monitoring fee of $6.82 ~~$6.45~~ per unit. The monitoring fee is to be paid annually in advance.

a. The special service charge for all other multifamily units privately collected will be $6.82 ~~$6.45~~ per unit per month (condominium, apartment, mobile home park, etc.).

b. All existing nonautomated multifamily apartment back door collection, door to door by the owner, shall be allowed to continue for so long as it remains impractical for the City to provide such service.

(b) *Special services.* All materials accumulated and/or declared of a special nature by the POD will be collected on a time and material basis as determined by the POD, except those services and charges as follows:

Special collections, per cubic yard with one cubic yard minimum .... $23.97 ~~$22.67~~

Dead animal pickup, per animal .... $15.02 ~~$14.20~~

Lot clearing, per lot plus actual cost of clearing lot .... $88.01 ~~$83.22~~

Surcharge per truck load of seafood (will be prorated where more than one customer contributes seafood to the truckload) .... $135.39 ~~$128.03~~

(c) *Deposit required.* Deposits for sanitation services in subsection (a) of this section shall be collected and held in accordance with the policies and procedures in section 27-3.

(d) *Deposit amounts, sanitation.* The sanitation service deposits shall be in the following amounts:

(1) *Curbside or alley service.*

a. Single-family residential .... $60.46 ~~$57.18~~.

b. Multifamily residential, per living unit .... $60.46 ~~$57.18~~.

(2) *Commercial and special residential service.* Two times the estimated monthly charge for the type of service to be provided.

(3) *Deposits for service outside the limits of the City.* Subject to a 25 percent increase.

(e) *Water service.* All sanitation charges will apply for a water service in active status. A flat sanitation standby charge will apply for a water service in standby status. Sanitation charges will only be waived when water service has been discontinued.

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 section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION FOUR. The rates and fees established by this ordinance shall be utilized in calculating customers' bills beginning on October 1, 2024.

SECTION FIVE. COMPLIANCE WITH § 166.041(4), FLORIDA STATUTES. This ordinance is related to revenue sources necessary to fund the budget. Therefore, a business impact estimate was not required and was not prepared for this ordinance.

SECTION SIX. 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 which case it shall become effective immediately upon a successful vote to override the veto.

LEGAL: ADMINISTRATION:

00758867

ORDINANCE NO. _____

AN ORDINANCE RELATING TO UTILITY RATES; AMENDING SECTION 27-405, SUBSECTIONS (b)(1) AND (b)(2) OF THE ST. PETERSBURG CITY CODE; AMENDING THE STORMWATER UTILITY FEE; AMENDING THE TIERED RATE STRUCTURE FEES FOR SINGLE FAMILY RESIDENTIAL PARCELS; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING AN EXPLANATION OF WORDS STRUCK THROUGH AND UNDERLINED; ESTABLISHING A DATE TO BEGIN CALCULATING NEW RATES FOR BILLING PURPOSES; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN:

SECTION 1. Subsections 27-405(b)(1) and 27-405(b)(2) of the St. Petersburg City Code are hereby amended to read as follows:

Sec. 27-405. Stormwater management system utility fee.

(b) *Scheduled rates.* The following uniform schedule of utility rates for services and facilities of the stormwater system is hereby established:

(1) A monthly stormwater system utility fee of $~~15.82~~ 19.78 per month is established as the rate for each SFU.

(2) Each SFRP is grouped into the following categories for purposes of calculating stormwater charges based upon their measured impervious area:

Tier	*Impervious Area*	*Fee*
Tier 1	Less than 1,600 square feet	$~~7.95~~ 9.94
Tier 2	1,601 square feet – 3,200 square feet	$~~15.82~~ 19.78
Tier 3	3,201 square feet – 4,800 square feet	$~~24.85~~ 31.06
Tier 4	More than 4,801 square feet	$~~37.07~~ 46.34

SECTION 2. 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 3. 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 4. That the rates established by this ordinance shall be utilized in calculating customers' bills beginning on October 1, 2024.

SECTION 5. COMPLIANCE WITH § 166.041(4), FLORIDA STATUTES. This ordinance is related to revenue sources necessary to fund the budget. Therefore, a business impact estimate was not required and was not prepared for this ordinance.

SECTION 6. In the event that this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall take effect immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

LEGAL: ADMINISTRATION:

Citylaw/00758794

Claude D. Tankersley

ORDINANCE NO. _____

AN ORDINANCE RELATING TO UTILITY RATES AND CHARGES; AMENDING CHAPTER 27, SUBSECTIONS 27-3 (g), 27-4, 27-6 (a), 27-6 (d), 27-109 (b), 27-109 (d), 27-113 (b), 27-141 (a), 27-141 (b), 27-142 (a), 27-143 (a), 27-143 (b), 27-144, 27-146 (b), 27-146 (d), 27-177 (a), 27-177 (d), 27-250 (a), 27-283 (a), 27-284 (a), 27-284 (d), 27-334 (d) (8), 27-335 (d) AND 27-337 OF THE ST. PETERSBURG CITY CODE; AMENDING REQUIREMENTS FOR CUSTOMER DEPOSITS; AMENDING LIABILITY FOR CERTAIN CHARGES; AMENDING METHOD OF DETERMINING ADJUSTMENT TO ACCOUNTS; AMENDING CHARGES FOR POTABLE WATER CONNECTION; AMENDING BASE AND VOLUME CHARGES FOR WATER SERVICE; AMENDING VARIOUS SERVICE CHARGES; AMENDING WHOLESALE WATER SERVICE CHARGES FOR THE CITY OF GULFPORT; AMENDING THE DEFINITION OF COMBINATION FIRE SERVICE; AMENDING BASE AND VOLUME CHARGES FOR IRRIGATION ONLY ACCOUNTS; AMENDING BASE CHARGES FOR COMMERCIAL WATER ONLY ACCOUNTS; AMENDING RATES AND CHARGES FOR RECLAIMED WATER SERVICE; AMENDING SEWER CAPACITY FEE; AMENDING RETAIL AND WHOLESALE WASTEWATER SERVICE CHARGES; AMENDING PROVISIONS OF THE GREASE MANAGEMENT PROGRAM; AMENDING GREASE DISCHARGE PERMIT FEES; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING AN EXPLANATION OF WORDS STRUCK THROUGH AND UNDERLINED; ESTABLISHING A DATE TO BEGIN CALCULATING NEW CHARGES FOR BILLING PURPOSES; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. Subsection 27-3 (g) of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 27-3. Customer deposits.

(g) *Deposit classifications.* Deposits shall be held according to account classifications and required deposit amounts as follows:

(1) For all ~~single-family residential and those multifamily residential and commercial~~ accounts requiring a deposit of less than ~~$750.00~~ $400.00, after a customer has had continuous active or standby service for a period of 24 months, the City shall credit the deposit and any accrued interest to the customer's account, provided the customer has not, in the preceding 12 months:

a. Made more than two payments that were received after the due date;

b. Paid with a check refused by a bank;

c. Been turned off for nonpayment;

d. Tampered with the meter; or

e. Used service in a fraudulent or unauthorized manner.

(2) For all ~~multifamily residential and commercial~~ accounts requiring a deposit of ~~$750.00~~ $400.00 or more, deposits shall be held for the life of the account.

SECTION 2. Section 27-4 of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 27-4. Liability for charges; liens.

(a) Except as otherwise provided by law, on all premises the owner shall be held liable and responsible for charges for all water supplied thereto, irrespective of whether the premises are occupied by the owner or a tenant. Failure to pay such charges when billed shall constitute grounds to terminate services to those premises.

(b) An owner with a rental unit shall be responsible for paying any rates, fees, and charges accrued for any unauthorized service supplied, metered or unmetered, to the rental unit effective the date tenant utility services are discontinued, either voluntarily or involuntarily, until a prospective tenant contracts for service. Upon any discontinuance of service, voluntarily or involuntarily, by any tenant or occupant other than the owner, the utility billing reverts back to the owner as the account holder. The account will remain inactive until or unless the owner or a prospective tenant contracts for service or until there is unauthorized consumption at the premises.

(c) When utility services are found on for a premises that does not have approved utility service established by the City and unauthorized water consumption occurs, a utility account shall be activated in the name of the owner as reflected in the records of the Pinellas County Property Appraiser for any unauthorized water consumption and utility service. The City shall be responsible to look no further than the Pinellas County Property Appraiser's Office

for property owner information. The account shall be billed the applicable deposits, and the owner will be charged for all unauthorized water consumption and utility service.

(d) If tampering or an illegal connection occurs after utility services are discontinued, voluntarily or involuntarily, including when a lock is cut after a meter has been locked off by the City, the owner shall be held liable for such tampering and/or illegal connection charges and the owner will be charged for all unauthorized water consumption and utility service. For a rental unit, if tampering or an illegal connection occurs after tenant utility services are discontinued, voluntarily or involuntarily, including when a lock is cut after a meter has been locked off by the City, the owner of the rental unit shall be held liable for such tampering and/or illegal connection charges and the owner will be charged for all unauthorized water consumption and utility service.

(e)~~(b)~~ The City shall have as security for the collection of any charges for water, sewer, sanitation and/or reclaimed water service supplied to any building or to any premises, lot, piece or parcel of land, a lien upon such building and upon any premises, lot, piece or parcel of land upon which such building shall be situated or to which such utilities are supplied. Such liens shall become in full force and effect when the bill for the utilities is past due and shall remain a lien until paid in full. When recorded in the public records such lien shall be prior to and superior to all other liens except taxes and shall be on parity with the lien of such taxes. Such liens shall accrue interest at the rate of ten percent per annum from the date of recording in the public records. No discontinuance of service, nor any attempt to collect such utility bills, assessments or charges by any process shall in any way invalidate or waive the lien upon the premises. The City may proceed to foreclose such lien pursuant to the manner prescribed by law.

(f)~~(c)~~ The lien provided for herein may be recorded in the public records of the county. The amount of any lien so recorded shall include all unpaid utility charges and all costs incurred in recording the lien including but not limited to the filing fees and administrative costs incurred by the City which administrative costs shall be established by the City Council. Such costs shall have the same priority as provided for the public utility charges so recorded. Upon payment of such lien, a release or satisfaction of lien will be provided to the owner for filing or will be filed for the owner upon receipt from the owner of the filing fees charged by the county.

SECTION 3. Subsection 27-6 (a) of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 27-6. Adjustments to accounts.

(a) *Water rate adjustment.* Customers who experience an involuntary use of water due to a leak may apply for an adjustment. Voluntary uses of water such as lawn watering and pool filling, including through use of automatic sprinkler systems or swimming pool auto-fill devices, will not provide the basis for a water charge adjustment. Water charges for use in excess of the customer's three-month average prior to the occurrence of the leak, as determined from a review of account records, may be calculated at the lowest applicable rate block. In order to obtain a water charge adjustment, the customer must provide a written request seeking the adjustment and submit documentation that a leak has occurred

and has been repaired. Water charge adjustments shall be limited to a two-month period prior to repair of the leak.

SECTION 4. Subsection 27-6 (d) of the St. Petersburg City Code is hereby amended to read as follows:

(d) *Sewer volume adjustment for repaired swimming pools.* Customers who have pools and must drain the pool for structural or pipe repairs shall be entitled to a single adjustment of their sewer volume charges for the filling of the repaired swimming pool. In order to obtain a sewer charge adjustment, the customer must provide a written request seeking the adjustment and submit documentation that the pool has been repaired, establishing the date the pool was filled, and certifying that the pool was drained in compliance with City Code requirements for dechlorination and discharge of pool water. In calculating the sewer charge adjustment, the sewer volume shall be reduced either to an amount equivalent to the customer's average sewer volume for the three-month period prior to filling of the pool or to an amount reflecting a reduction by the gallonage of the pool, whichever results in lesser adjustment. No adjustments shall be made to the water charges or volume for pool fillings.

SECTION 5. Subsection 27-109 (b) of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 27-109. Charges.

(b) *Potable services.* Charges for connection to the City water system are hereby established as follows:

~~**Size of**~~ **Service Size (in inches)**	**Connection Charge**
⅝ or ¾	~~$1,219.00~~ $1,301.53
1	~~$1,457.50~~ $1,556.17
1½	~~$4,452.00~~ $4,753.40
2 or larger	Actual costs not to exceed 10% more than the written, estimated costs provided to customer prior to installation

Charges for connections in this section include costs of: Tap, meter, meter setting, dual check or double check backflow preventer, labor and other materials to complete such connection.

(1) In certain applications having a higher potential for contamination of the water system, the City may require a reduced pressure backflow preventer instead of the dual check or double check backflow preventer. For such connections, in addition to the connection charges referenced above, an estimated additional charge will be required to pay for the increased costs for specialized equipment. Upon completion of

installation, the actual charges for the connection will be determined, and a refund or additional charge made.

(2) Water service connection charges do not include water main extensions which may be required to extend the water system to the customer's property.

(3) Payment for water services larger than those listed in the above table and for water main extensions shall be made in advance and based upon estimated cost. Upon completion of the installation, actual charges for the connection will be determined and a refund or additional charge made.

SECTION 6. Subsection 27-109 (d) of the St. Petersburg City Code is hereby amended to read as follows:

(d) *Meter relocation.* All meter relocations on the same property will be done at actual cost. A minimum of ~~$318.00~~ $339.53 will be charged for all meter relocations. Any cost exceeding this minimum charge will be billed to the customer.

SECTION 7. Subsection 27-113 (b) of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 27-113. Portable meters.

(b) *Charges*. Charges for water and reclaimed water utilizing portable meters shall be billed on a monthly basis. The monthly base charge shall be billed according to the base charge for a three-inch potable water meter set forth in section 27-141. The monthly base charge shall be prorated based on the number of days a portable meter is in use, if a portable meter is returned to the City prior to the end of a given month. Consumption recorded for portable water meters shall be billed at the established rate per 1,000 gallons of flow at the first 5,600 gallons rate as set forth in section 27-141. Consumption recorded for portable reclaimed water meters shall be billed at the established rate set forth in section 27-177. In addition, a ~~$47.70~~ $50.93 service charge shall be applied to the initial monthly bill. The City shall consider the portable meter in use on the date such portable meter is connected to the water or reclaimed water system, until the meter is returned to the City in good working condition. The City reserves the right to require the return of the portable meter at any time. Repairs or replacement to damaged meters, equipment and or attachments shall be billed at actual cost. If a meter is not returned within 15 calendar days of the request by the City, a replacement fee for actual cost of replacements shall be charged to the customer.

SECTION 8. Subsection 27-141 (a) of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 27-141. Established; amount; service categories defined; surcharge.

(a) *Monthly use rate.* City water customers will be charged monthly base and volume charges as set forth in the following subsections:

(1) *Base charges.* The base charges, determined by meter size, are listed in the following table:

Meter Size **(in inches)**	**Base Charge**
⅝ or ¾	~~$14.95~~ $10.35
1	~~$37.78~~ $18.23
1½	~~$74.75~~ $45.82
2	~~$119.60~~ $56.33
3	~~$239.20~~ $135.15
4	~~$373.75~~ $266.53
6	~~$747.50~~ $529.27
8	~~$1,196.00~~ $923.39
10	~~$1,719.25~~ $1,448.88
12	~~$3,214.25~~ $1,744.47

(2) *Volume charges.* Volume charges, determined by gallons used, are listed in the following tables:

a. For single-family dwelling customers, ~~$2.61~~ $2.64 for each 1,000 gallons consumed as cost of water from Tampa Bay Water and an inverted rate as follows:

Volume Charges
Single-Family Dwelling Customer
Rates Per 1,000 Gallons
by Gallonage Increments

First ~~5,600~~ 3,500	~~$2.79~~ $3.79
Next ~~2,400~~ 3,500	~~$4.16~~ $5.94
Next ~~7,000~~ 3,500	~~$6.62~~ $14.51
~~Next 5,000~~ Over 10,500	~~$9.57~~ $23.09
~~Over 20,000~~	~~$21.76~~

b. For multifamily dwelling customers, ~~$2.61~~ $2.64 for each 1,000 gallons consumed as cost of water from Tampa Bay Water and an inverted rate as follows:

Volume Charges

Multifamily Dwelling Customer
Rates Per 1,000 Gallons
Total Volume Divided by Number
of Dwelling Units Served by Meter

First ~~5,600~~ 3,500 per unit	~~$2.79~~ $3.79
Next ~~2,400~~ 3,500 per unit	~~$4.16~~ $5.94
Next ~~7,000~~ 3,500 per unit	~~$6.62~~ $14.51
Over ~~15,000~~ 10,500 per unit	~~$9.57~~ $23.09

c. For commercial customers, ~~$2.61~~ $2.64 for each 1,000 gallons consumed as cost of water from Tampa Bay Water and an inverted rate as follows:

Volume Charges
Commercial Customer
Rates Per 1,000 Gallons
Gallonage Based on Monthly
Average per
Commercial Customer

Up to the average	~~$2.79~~ $3.79
Average to ~~1.4~~ 2.0 times the average	~~$4.77~~ $5.94
~~1.4~~ 2.0 to ~~1.8~~ 3.0 times the average	~~$6.62~~ $14.51
Over ~~1.8~~ 3.0 times the average	~~$8.25~~ $23.09

A monthly average of a 12-month period will be calculated per commercial customer for each fiscal year beginning October 1. The 12-month period utilized will be October through September of the preceding fiscal year and will be updated annually. For new commercial customers without consumption history, the lowest block rate will be utilized until a 12-month period between October and September is completed.

A commercial customer who experiences changed business conditions which would necessitate a revised calculation of the monthly average, may request a water use evaluation by the City. The City may calculate a new average based on that evaluation. After receiving notice of the results of the evaluation, the customer may appeal these results to the Utility Billing Review Committee within 14 days by filing notice of appeal with the City Clerk.

SECTION 9. Subsection 27-141 (b) of the St. Petersburg City Code is hereby amended to read as follows:

(b) *Utility water service charges rate.*

(1) Change account status from active to standby ~~$10.60~~ $11.32

(2) Utility lien recording and releasing fee ~~$37.10~~ $39.61

(3) Turn-on or turn-off service ~~$26.50~~ $28.29

(4) Charges in subsections (b)(3) and (8) of this section nonbusiness hours add ~~$21.20~~ $22.64

(5) Reread meter (customer request) ~~$21.20~~ $22.64

(6) New account activation charge ~~$31.80~~ $33.95

Plus deposit as required pursuant to section 27-3;

(7) Lock-off charge for nonpayment ~~$26.50~~ $28.29

(8) Turn-on charge after nonpayment ~~$26.50~~ $28.29

(9) Reinstallation of meter on existing service ~~$344.50~~ $367.82

Plus deposit as required pursuant to section 27-3;

(10) Tampering with a water service, pursuant to section 27-82(c), plus estimated water bill ~~$106.00~~ $113.18

(11) Unauthorized use of fire hydrant, plus estimated water bill $500.00

(12) Notification of service termination ~~$4.24~~ $4.53

(13) Re-inspection fee due to inaccessible meter ~~$53.00~~ $56.59

(14) Notification of past due account ~~$4.24~~ $4.53

(15) Special tests for change meters, large meters, and fire flow tests ~~$137.80~~ $147.13

SECTION 10. Subsection 27-142 (a) of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 27-142. Wholesale water customers.

(a) Wholesale water service shall be provided to the City of Gulfport at a uniform volume rate of ~~$6,190.00~~ $6,545.00 per million gallons effective October 1, ~~2023~~ 2024. Charges and surcharges shall be added to the uniform volume rate in accordance with the terms of the City of Gulfport's wholesale water service agreement with the City of St. Petersburg, including, but not limited to, a 25 percent outside the City surcharge.

SECTION 11. Subsection 27-143 (a) of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 27-143. Fire service.

(a) *Definitions* The following words, terms and phrases shall have the meanings described in this section, except when context clearly indicates a different meaning:

Combination fire service means a one metered service through an analog meter with dual registers, high and low, that serves as both fire service and water service. ~~The meter may have dual registers, high and low, or one register for capturing flow.~~

Dedicated fire service means nonmetered water service provided by a detector check meter for fire service only.

Fire service charge means the service charge for readiness to serve private fire protection systems within the City's water service area, whether such services are dedicated fire service or combination fire service.

SECTION 12. Subsection 27-143 (b) of the St. Petersburg City Code is hereby amended to read as follows:

(b) *Monthly use rate.* City water service area customers who have either dedicated or combination fire service will be charged a monthly base charge and volume charge as set forth below in addition to the monthly charges established in section 27-141<u>and will be billed with water and sewer service billings</u>:

(1) *Base charge.* The base charges, determined by meter size are listed below:

a. *Dedicated fire service.*

Meter Size in Inches	**Base Charge**
1½	$1.90
2	$1.99
3	$4.97
4	$6.63
6	$8.70
8	$12.10
10	$18.40

b. *Combination fire service.*

Meter Size in Inches	**Base Charge**
1½	$4.03
2	$4.40
3	$16.44
4	$20.14
6	$32.35
8	$46.72
10	$71.62

(2) *Volume charge.* Volume charge shall be the prevailing retail rate for potable water established in section 27-141.

SECTION 13. Section 27-144 of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 27-144. Irrigation only accounts.

(a) *New connections*. All new connections to the water mains for irrigation only purposes shall be made by the City. The following connection charges shall apply.

New Irrigation Only Service	
Meter Size in Inches	**Connection Charges**
⅝ or ¾	~~$1,033.50~~ $1,103.47
1	~~$1,351.50~~ $1,443.00
1½	~~$4,144.60~~ $4,425.19

Charges for connections in this section include the costs of: Tap, meter, meter setting, backflow preventer as required by chapter 27, labor and other materials to complete such connection.

(1) Water service connection charges for irrigation only purposes do not include water main extensions which may be required to extend the water system to the customer's property.

(2) Payment for water services larger than those listed in the above table and for water main extensions shall be made in advance based upon an estimated cost. Upon completion of the installation, actual charges for the connection will be determined and a refund or additional charge billed to the customer. Actual costs shall not exceed ten percent more than the estimated cost.

(3) The customer shall be required to obtain an irrigation only permit, the charge shall be ~~$48.00~~ $51.25 per permit issued. All irrigation only permits shall be issued by the Reclaimed Water section of the Water Resources Department.

(b) *Existing connections.* Customers with two potable water connections; one serving domestic water use and the other serving as an irrigation only connection may request to have the customer's irrigation connection designated as an irrigation only account. Any customer wishing to convert an existing account to an irrigation only account shall be required to pay the following connection charges.

Existing Irrigation Only Service	
Meter Size in Inches	**Connection Charges**
⅝ or ¾	~~$667.80~~ $713.01

1	~~$874.50~~ $933.70

Customers requesting an existing irrigation only water service to be designated as an irrigation only account shall submit a request to the City on provided forms. Upon designation of the account as an irrigation only account, the City may take a minimum of two billing cycles for this service to be activated and irrigation only charges to be used in calculating a customer's bill. No retroactive refunds shall be given to customers for existing irrigation only water service account.

(c) *Monthly irrigation only account charges.* Customers with an irrigation only account shall not be charged fees for wastewater services for that account but shall pay a base charge based on the meter connection size, and also shall pay the Tampa Bay Water volume charge and the tiered volume rate based on water consumption as follows:

Irrigation Only Base and Volume Charges							
		Volume Rates (per 1,000 Gallons)			**Consumption Ranges (in Gallons)**		
Meter Size **(inches)**	**Base Fee[1]**	**Tier 1**	**Tier 2**	**~~Tier 3~~**	**Tier 1**	**Tier 2**	**~~Tier 3~~**
¾	~~$18.95~~ $14.62	~~$5.96~~ $14.51	~~$8.94~~ $23.09	~~$21.14~~	0-~~15,000~~ 10,500	~~15,001-20,000~~ 10,501 and over	~~>20,000~~
1	~~$41.38~~ $22.50	~~$5.96~~ $14.51	~~$8.94~~ $23.09	~~$21.14~~	0-~~37,000~~ 23,100	~~37,001-50,000~~ 23,101 and over	~~>50,000~~
1½	~~$78.75~~ $50.09	~~$5.96~~ $14.51	~~$8.94~~ $23.09	~~$21.14~~	0-~~75,000~~ 67,200	~~75,001-100,000~~ 67,201 and over	~~>100,000~~
2	~~$123.60~~ $60.60	~~$5.96~~ $14.51	~~$8.94~~ $23.09	~~$21.14~~	0-~~120,000~~ 84,000	~~120,001-160,000~~ 84,001 and over	~~>160,000~~
3	~~$243.20~~ $139.42	~~$5.96~~ $14.51	~~$8.94~~ $23.09	~~$21.14~~	0-~~240,000~~ 210,000	~~240,001-320,000~~	~~>320,000~~

						210,001 and over	
4	~~$377.75~~ $270.80	~~$5.96~~ $14.51	~~$8.94~~ $23.09	~~$21.14~~	0-~~375,000~~ 420,000	~~375,001-500,000~~ 420,001 and over	~~>500,000~~
6	~~$751.50~~ $533.54	~~$5.96~~ $14.51	~~$8.94~~ $23.09	~~$21.14~~	0- ~~750,000~~ 840,000	~~750,001-1,000,000~~ 840,001 and over	~~>1,000,000~~
8	~~$1,200.00~~ $927.66	~~$5.96~~ $14.51	~~$8.94~~ $23.09	~~$21.14~~	0-~~1,200,000~~ 1,470,000	~~1,200,001-1,600,000~~ 1,470,001 and over	~~>1,600,000~~
10	~~$1,723.25~~ $1,453.15	~~$5.96~~ $14.51	~~$8.94~~ $23.09	~~$21.14~~	0-~~1,750,000~~ 2,310,000	~~1,750,001-2,300,000~~ 2,310,001 and over	~~>2,300,000~~
12	~~$3,218.25~~ $1,748.74	~~$5.96~~ $14.51	~~$8.94~~ $23.09	~~$21.14~~	0-~~3,225,000~~ 2,782,500	~~3,225,001-4,300,000~~ 2,782,501 and over	~~>4,300,000~~
Tampa Bay Water: ~~$2.61~~ $2.64 per 1,000 Gallons							

*Base charge includes annual inspection fee divided by 12

(d) A surcharge of 25 percent shall be added to all charges established in this section for irrigation only service outside the City.

SECTION 14. Subsection 27-146 (b) of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 27-146. Commercial water only account.

(b) *Application for commercial water only account.* Each commercial customer requesting a commercial water only account shall submit an application form provided by the City along with a nonrefundable application fee in the amount of ~~$106.00~~ $113.18. Each commercial customer shall provide documentation demonstrating that the metered water for such

account will not enter the City's wastewater system. The following information shall be submitted with each application:

(1) Name, mailing address, email address, phone number, name of representative for contact purposes and the commercial customer's existing City Utility Account Number, if applicable.

(2) A drawing or schematic of the commercial customer's property, building and premises showing the existing and proposed plumbing with the proposed and/or existing meter locations(s) and the wastewater discharge points clearly identified. In addition, the drawing shall identify the location of any cooling towers and any other systems or equipment using potable water.

(3) Executed consent form granting the City the right to conduct unplanned inspections of the commercial customer's property and premises at any time during business operations, including the right of City inspector's to temporarily shut off water to any water service provided by the City to the commercial customer in order to determine if any unauthorized connections have been made. The commercial customer shall also agree to cooperate with any reasonable requests during the inspection, including any request by the City to operate private valves to ensure no cross connection exists.

Upon receipt of a completed application, the City will review the information provided, conduct an inspection and approve or deny the request for a commercial water only account. The inspection will be scheduled to confirm that water delivered through the meter for a commercial water only account is not returned to the wastewater system. A commercial customer who fails to pass the required inspection shall be required to pay a fee of ~~$48.00~~ $51.25 for each subsequent inspection required. The City may reject any application that is missing one or more items of information or documentation that is required in order to complete the application. A commercial customer whose application for a commercial water only account is denied may re-file the application upon the inclusion of the information or documentation previously determined by the City to be deficient.

Upon approval of the application for commercial water only account, the City will make the necessary connection to the water system in accordance with the City's routine practices, policies and regulations. No credit for wastewater charges shall be made for any water services provided prior to the connection being made for a commercial water only account. The City shall conduct an inspection of the property and premises for each commercial water only account at least once annually.

SECTION 15. Subsection 27-146 (d) of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 27-146. Commercial water only account.

(d) *Monthly charges.* Commercial customers with a commercial water only account shall not be charged fees for wastewater services for that account; however, the commercial customer shall pay a base charge based on the meter connection size and volume charges based on water consumption as follows:

(1) *Base charges.* The base charges, determined by meter size, are listed in the following table:

Meter Size (in inches)	**Base Charge**
⅝ or ¾	~~$18.95~~ $14.62
1	~~$41.38~~ $22.50
1½	~~$78.75~~ $50.09
2	~~$123.60~~ $60.60
3	~~$243.20~~ $139.42
4	~~$377.75~~ $270.80
6	~~$751.50~~ $533.54
8	~~$1,200.00~~ $927.66
10	~~$1,723.25~~ $1,453.15
12	~~$3,218.25~~ $1,748.74

*Base charge includes annual inspection fee divided by 12

(2) *Volume charges*. The volume charges shall be the same volume charges as set forth in section 27-141(a)(2) for commercial customers.

SECTION 16. Subsection 27-177 (a) of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 27-177. Rates.

(a) A rate shall be charged to the customers of the reclaimed water system in accordance with the following schedule:

(1) For nonmetered service for tracts of one acre in size or smaller, the monthly charge shall be ~~$34.06~~ $38.49.

(2) For nonmetered service for larger tracts an additional monthly charge of ~~$19.52~~ $22.06 per each additional acre, or portion thereof in excess of one acre, shall be added to the fee of ~~be $34.06~~ $38.49 per month.

(3) For customers on metered service, the charge shall be ~~$0.95~~ $1.07 per 1,000 gallons per month, but in no case shall the charge be less than ~~$34.06~~ $38.49 per month.

(4) A surcharge of 25 percent will be added for service outside the City.

(5) The customer shall be required to obtain a reclaimed water permit, the charge shall be $~~47.70~~ $51.25 per permit issued. This fee will cover the initial inspection fee and turn-

on fee. All reclaimed water permits shall be issued by the Reclaimed Water section of the Water Resources Department.

(6) For turn-on of an established service which will include a reinspection, the customer shall be required to pay a fee of ~~$95.40~~ $102.50.

SECTION 17. Subsection 27-177 (d) of the St. Petersburg City Code is hereby amended to read as follows:

(d) All connections to the reclaimed water system shall be approved by the POD. The total connection charge will consist of the tapping fee for the reclaimed water service and the fee for installing a backflow prevention device on each potable water service serving the same tract.

(1) All reclaimed water connections smaller than two inches and involving potable water services smaller than two inches will be charged an average, actual cost as determined annually by the POD. Payment of reclaimed water connection charges will be paid in advance at the time service is requested.

(2) All other reclaimed water connections will be charged actual costs as determined by the POD. An estimate of the actual cost will be paid in advance for those connections involving a reclaimed service or backflow prevention device two inches and larger. Upon completion of the installation, actual charges not to exceed the estimated costs by more than ten percent will be determined, and a refund or additional charge made.

(3) A surcharge of 25 percent shall be added to the above connection charges for service outside the City.

(4) The hose connection assemblies shall consist of one hose connection, one lock box and key, and 50 feet of color coded hose with a special cam lock connection.

(5) The charge for the hose connection assembly as described herein will be ~~$221.00~~ $235.96 for 50 feet or ~~$301.00~~ $321.38 for 100 feet per assembly plus a ~~$47.70~~ $51.25 inspection fee.

(6) All repairs and replacement materials for the assembly shall meet all City standard specifications as contained in the reclaimed water policies and procedures.

(7) Materials shall be available at the current rate charged by the City's warehouse or authorized City vendors.

SECTION 18. Subsection 27-250 (a) of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 27-250. Sewer capacity fee.

(a) For all new buildings and structures, the applicant for a building permit shall, prior to the issuance of the certificate of occupancy, pay a sewer capacity fee as provided herein. For buildings and structures which are renovated or to which additions are added, the applicant

shall, at the time of application for issuance of a building permit, pay a sewer capacity fee as provided herein. The sewer capacity fee to be charged ~~are~~ is as follows:

(1) *New residential units.* Single-family, apartment, condominium, mobile home, hotel or motel, ~~$393.75~~ $600.00 per water closet.

(2) *New and renovated commercial structures.* Commercial structures, ~~$393.75~~ $600.00 per water closet, excluding restaurants, theaters, carwashes, laundries and other commercial enterprises making more than a normal demand on the sewer system, all of which shall be treated under the industrial category.

(3) *New and renovated industrial structures.* Shall be determined based on the number of gallons to be used and the demand on system.

(4) *Service outside the City.* A surcharge of 25 percent will be added to capacity fees for service outside the City.

SECTION 19. Subsection 27-283 (a) of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 27-283. Wastewater service charge.

(a) *Established, amount.* There is hereby established and imposed upon the owners and/or occupants of all premises which are connected to the sewer system a charge, to be designated "wastewater service charge," which charge shall be based upon the amount of water used on the premises except for that amount of water used for irrigation only accounts as established pursuant to section 27-144, as shown by the following schedule:

(1) A base charge per month based upon meter size in accordance with the following table:

Meter Size (inches)	**Base Charge**
⅝ or ¾	~~$24.94~~ $26.49
1	~~$62.35~~ $53.74
1½	~~$124.70~~ $149.12
2	~~$199.52~~ $185.46
3	~~$399.04~~ $457.99
4	~~$623.50~~ $912.20
6	~~$1,247.00~~ $1,820.62
8	~~$1,995.20~~ $3,183.25
10	~~$2,868.10~~ $5,000.09
12	~~$5,362.10~~ $6,022.07

(2) In addition to the base charge, there shall be a charge of ~~$9.57~~ $10.21 for each 1,000 gallons of potable water registered on the water meter.

(3) Rates charged to customers outside the City in accordance with subsections (1) and (2) of this section shall have added to the rate a surcharge of 25 percent of the total wastewater charge.

(4) The base charge and any volume charge will apply on all active services; the base charge will apply to all service in standby status; only when a service has been removed will the base charge not be in effect.

SECTION 20. Subsection 27-284 (a) of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 27-284. Wholesale wastewater customers.

(a) Wholesale wastewater service shall be provided to the City of Gulfport; the City of South Pasadena; Bear Creek Sanitary Sewer District, Pinellas County; Ft. Desoto, Pinellas County; the City of Treasure Island; and Sunshine Water Services at a uniform volume rate of ~~$5,863.00~~ $6,531.00 per million gallons for wholesale wastewater service effective October 1, ~~2023~~ 2024, based upon metered wastewater flows.

SECTION 21. Subsection 27-284 (d) of the St. Petersburg City Code is hereby amended to read as follows:

(d) Wholesale wastewater service shall be provided to the City of St. Pete Beach at an estimated rate including a uniform operation and maintenance volume rate of ~~$3,142.00~~ $3,349.00 per million gallons and a monthly capital charge of ~~$118,915.00~~ $108,323.00 for wholesale wastewater service effective October 1, ~~2023~~ 2024. At the end of each fiscal year, actual rates for the fiscal year will be determined in accordance with the terms of the agreement for wholesale wastewater service between the City of St. Petersburg and the City of St. Pete Beach.

SECTION 22. Subsection 27-334 (d) (8) of the St. Petersburg City Code related to quarterly reporting requirements for food service facilities related to grease interceptor cleaning is hereby deleted in its entirety.

SECTION 23. Subsection 27-335 (d) of the St. Petersburg City Code is hereby amended to read as follows:

(d) *Pre-permit inspection procedure.*

(1) *Individual food service facility.* Once a completed application form has been received, the food service facility will be inspected prior to the issuance of the GDP. During the pre-permit inspection, the information contained in the application form will be verified, the average daily potable water use will be calculated and the permit fee determined, and the grease interceptor or trap will be inspected. If all information is verified and the grease interceptor or trap is in proper working condition, a GDP will be issued together with a copy of the City's information document entitled Fats, Oil,

and Grease Best Management Practices Manual. If the grease interceptor or trap requires any maintenance or repairs, or incorrect information has been given, the GMP Official shall provide a written notice to correct any deficiencies, including a required time schedule for repairs to be effected prior to a second pre-permit inspection. Second pre-permit inspections shall be performed after a minimum of 30 calendar days have elapsed to allow for corrective action by the food service facility to occur. If the facility is not in compliance at the second pre-permit inspection, charges and re-inspection fees will be levied for future inspections.

An application for a permit shall be granted with conditions or denied within 60 days after the date of the last pre-permit inspection in which the applicant's facility is in compliance.

SECTION 24. Section 27-337 of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 27-337. Fees.

These fees are separate and distinct from all other fees chargeable by the City. All fees shall become immediately due and owing to the City upon receipt of invoices for rendition of services or expenditure by the City and shall become delinquent if not fully paid within 30 days after receipt. Any delinquent amount shall be subject to a late charge of 15 percent. Fees are as follows:

(1) *Grease discharge permit fees.* Grease discharge permit (GDP) fees shall be determined according to the computed average daily water usage by the food handling area, including sanitary wastewater, of the food service facility based on at least six months accumulated data from the potable water meters. Fees shall be charged annually throughout the duration of the three-year permit and shall be as follows:

0 gallons to 100 gallons per day, per year …..~~$100.00~~ $106.77

101 gallons to 1,000 gallons per day, per year …..~~$200.00~~ $213.54

1,001 gallons to 10,000 gallons per day, per year …..~~$300.00~~ $320.31

Greater than 10,001 gallons per day, per year …..~~$400.00~~ $427.08

In cases where more than 20 percent of potable water is used for purposes other than in the food handling area, at the pre-permit inspection, the GMP Official shall estimate the food handling area, including sanitary wastewater, water usage based on best professional judgment by taking at least, but not limited to, the following criteria into consideration:

Size of food handling area and number of employees;

Number of meals served per day (if applicable);

Number of seats or beds (if applicable);

Utensils used in food preparation and service;

Types of washing up processes;

Number of sinks, garbage disposals, dishwashers, floor drains, restrooms, etc.;

Total monthly potable water use for at least the previous six-month period; and

Other uses of water within the facility.

In the case of a new facility, best professional judgment shall be applied by the GMP Official to determine the projected average daily water usage by the food handling area using the criteria in this section without the water meter data.

(2) *Variance fee.* A food service facility applying for a variance from the monthly pumping requirements shall submit an application fee of ~~$275.00~~ $293.62 with the application. An application for variance will not be considered until the fee has been submitted.

(3) *Pre-permit inspection fees.* The charge for the initial pre-permit inspection and the second inspection shall be included as part of the permit application fee. A fee of ~~$250.00~~ $266.93 shall be charged to a food service facility if a third pre-permit inspection is required due to the food service facility's failure to correct deficiencies. If a fourth or more inspections are required, a fee of ~~$500.00~~ $533.85 shall be charged to the food service facility to recover the cost for each inspection. Such fee shall be in addition to any enforcement actions.

(4) *Food service facility ~~I~~inspection and re-inspection fees.* There shall be no charge for periodic inspections conducted by GMP Officials on food service facilities with current GDPs. If a grease interceptor or trap has to be re-inspected because of deficiencies found during the previous inspection by the GMP Official, and all of the deficiencies have been corrected, there shall be no charge for the re-inspection. If all of the deficiencies have not been corrected, a first re-inspection fee of ~~$150.00~~ $160.16 shall be charged to the food service facility. If a second re-inspection is required, a second re-inspection fee of ~~$250.00~~ $266.93 shall be charged to the food service facility if all of the deficiencies have still not been corrected. If a third or more re-inspections are required a re-inspection fee of ~~$500.00~~ $533.85 for each successive re-inspection shall be charged to the food service facility in addition to other enforcement actions if all of the deficiencies have still not been corrected.

(5) *Demand monitoring fees.* Fees for any demand monitoring, sampling, and analysis of wastewater discharges deemed necessary for the protection of the WRF shall be charged to the food service facility in the amount established in section 27-308(i).

(6) *Late reporting fee.* ~~Permitted food service facilities~~ Grease Haulers are required to submit ~~quarterly~~ reports to the City after each pump out. Reports submitted more than ~~30~~ 5 days after ~~the end of~~ each ~~quarterly period~~ pump-out shall be subject to a late fee of ~~$50.00~~ $53.39.

(7) *Grease hauler permit fee.* Each GHP application shall be accompanied by an application fee of ~~$200.00~~ $213.54 for an initial application together with a ~~$50.00~~

$53.39 vehicle fee for each vehicle included on the application form. Renewal fees shall be the same as initial application fees.

(8) *Administrative order fee.* A fee of ~~$50.00~~ $53.39 shall be charged to any food service facility requesting an administrative order pursuant to section 27-335(h).

SECTION 25. 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 26. 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 27. All fees and charges established by this ordinance shall go into effect on October 1, ~~2023~~ 2024. The rates and charges established by this ordinance shall be utilized in calculating customers' bills beginning on November 1, ~~2023~~ 2024 for water consumed during the preceding month.

SECTION 28. 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 29. In the event that this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall take effect immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

LEGAL:

City Attorney (designee)

ADMINISTRATION:

Claude D. Tankersley

REVISED 8-12-24

The following page(s) contain the backup material for Agenda Item: Ordinance 591-H, an Ordinance of the City of St. Petersburg, Florida amending Chapter 22, Division 6, of the St. Petersburg City Code relating to the 1984 Supplemental Police Officers Retirement System by amending Section 22-280(e) by providing a minimum service requirement for Section 185 Nonservice-Connected Disability Benefits Applications; providing for severability; and providing an effective date.
Please scroll down to view the backup material.



J-2

St. Petersburg City Council Agenda Item
Meeting of September 5, 2024

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

Subject: An ordinance amending Division 6 of Section 22, St. Petersburg City Code, concerning the 1984 Supplemental Police Officer's Retirement Plan ('Plan') to effect changes made in the collective bargaining agreement between the City and the Police Benevolent Association ("PBA") by providing a minimum service requirement for Section 185 non-service connected disability applications.

Action Being Requested: The City operates a pension plan for police officers. The Plan was created by Ordinance and it is necessary to modify the City Code when major changes are implemented. The modifications for which approval is being sought at this time require changes to Division Six, the 1984 Supplemental Police Officer's Retirement Plan.

Summary: During 2022 Police Pension Board trustees directed pension administration staff to survey comparable municipalities' Section 185 non-service connected disability application requirements. The 1984 Supplemental Police Officer's Retirement Plan ('Plan') does not currently require employees to have completed a minimum number of years of service before they become eligible for non-service connected disability retirement. Pension staff surveyed the City of Tampa, City of Clearwater, Pinellas County Sheriff's Office and Hillsborough County Sheriff's Office. The City of Tampa Firefighter's and Police Officer's Pension Fund as well as the City of Clearwater Employees' Pension Plan require a minimum of 10 years of creditable service to become eligible for non-service connected disability applications. The Pinellas County Sheriff's Office and the Hillsborough County Sheriff's Office require a minimum of 8 years of creditable service for non-service connected disability applications. In 2024, the Police Benevolent Association ("PBA") members voted to implement a minimum of 7 years of creditable service requirement for Section 185 non-service connected disability applications in order to protect 1984 Supplemental Police Officer's Retirement Plan ('Plan'). The 7-year requirement mirrors the requirement also required by the City's Employees Retirement System pension plan.

Overall, the pension board initiated this request to close a potential gap in best practices for non-service connected disability requirements.

Cost: There is no fiscal impact associated with this change.

Recommendations:

Recommended City Council Action:

Approve Ordinance at Public Hearing on September 5, 2024.

Attachments:

(1) Proposed Ordinance

Approvals:

Thomas Greene
Administration

7/23/24
Date

E Makofske
Budget

7/22/2024
Date

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA AMENDING CHAPTER 22, DIVISION 6, OF THE ST. PETERSBURG CITY CODE RELATING TO THE 1984 SUPPLEMENTAL POLICE OFFICER'S RETIREMENT SYSTEM BY AMENDING SECTION 22-280(e) BY PROVIDING A MINIMUM SERVICE REQUIREMENT FOR SECTION 185 NONSERVICE-CONNECTED DISABILITY BENEFITS APPLICATIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST PETERSBURG DOES ORDAIN:

SECTION ONE. Section 22-280(e) of the St. Petersburg City Code is hereby amended to read as follows:

(e) *Eligibility for nonservice-connected disability benefits.* Upon the written application of a member in service, a member's legal guardian or of the head of the member's department, any member <u>having seven or more years of creditable service</u> who shall have become permanently disabled when the disability was unconnected with the performance of such member's duty as a police officer and not caused by the member's own willful intent, may be retired by the board on a nonservice-connected disability retirement income. The board-appointed physician or other physicians designated by the board shall certify to the board that the member is mentally or physically totally incapacitated from rendering useful and efficient service as a police officer, that such incapacity is likely to be permanent and that the member should be retired.

(1) A police officer will not be entitled to receive any disability retirement income if the disability is a result of:

a. Excessive and habitual use by the police officer of drugs, intoxicants or narcotics;

b. Injury or disease sustained by the police officer while willfully and illegally participating in fights, riots, civil insurrections or while committing a crime;

c. Injury or disease sustained by the police officer while serving in any armed forces;

d. Injury or disease sustained by the police officer after employment has terminated;

e. Injury or disease sustained by the police officer while working for anyone other than the City and arising out of such employment.

SECTION TWO. The minimum service requirement imposed by this ordinance shall apply to all current employees and all new hires beginning on the effective date of this ordinance.

SECTION THREE. Coding: As used in this ordinance, language appearing in struck-through type is language to be deleted from the City Code, and <u>underlined</u> 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 FOUR. 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 FIVE. 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 SIX. 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

Christopher M. Guella

REVISED

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

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

> AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA AMENDING CHAPTER 22, DIVISION 6, OF THE ST. PETERSBURG CITY CODE RELATING TO THE 1984 SUPPLEMENTAL POLICE OFFICER'S RETIREMENT SYSTEM BY AMENDING SECTION 22-280(e) BY PROVIDING A MINIMUM SERVICE REQUIREMENT FOR SECTION 185 NONSERVICE-CONNECTED DISABILITY BENEFITS APPLICATIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Based on a review of that proposed ordinance:

☐ The City has determined that the statutory exemption(s) identified below apply to the proposed ordinance, and no Business Impact Estimate has been prepared.

☐ The City has determined that the statutory exemption(s) identified below apply to the proposed ordinance. The City is, nevertheless, providing the Business Impact Estimate below as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance.

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

EXEMPTIONS

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

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

- ☐ Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
- ☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- ☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

BUSINESS IMPACT ESTIMATE

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

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

An ordinance amending Division 6 of Section 22, St. Petersburg City Code, concerning the 1984 Supplemental Police Officer's Retirement Plan ('Plan') to effect changes made in the collective bargaining agreement between the City and the Police Benevolent Association ("PBA") by providing a minimum 7-year service requirement before a member may apply for a nonservice-connected disability retirement.

In 2024, the Police Benevolent Association ("PBA") members voted in favor of a minimum 7 year creditable service requirement for F.S. Chapter 185 nonservice-connected disability applications with the goal of protecting the Plan and its members. The 7-year requirement for receipt of nonservice-

connected disability applications mirrors the requirement of the City's Employees Retirement System pension plan and will bring the City in line with the creditable service requirements of similar local plans such as Clearwater and Tampa.

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

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

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

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

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

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

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

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

0

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

N/A

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

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

> AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA AMENDING CHAPTER 22, DIVISION 6, OF THE ST. PETERSBURG CITY CODE RELATING TO THE 1984 SUPPLEMENTAL POLICE OFFICER'S RETIREMENT SYSTEM BY AMENDING SECTION 22-280(e) BY PROVIDING A MINIMUM SERVICE REQUIREMENT FOR SECTION 185 NONSERVICE-CONNECTED DISABILITY BENEFITS APPLICATIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Based on a review of that proposed ordinance:

☐ The City has determined that the statutory exemption(s) identified below apply to the proposed ordinance, and no Business Impact Estimate has been prepared.

☐ The City has determined that the statutory exemption(s) identified below apply to the proposed ordinance. The City is, nevertheless, providing the Business Impact Estimate below as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance.

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

EXEMPTIONS

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

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

- ☐ Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
- ☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- ☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

BUSINESS IMPACT ESTIMATE

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

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

An ordinance amending Division 6 of Section 22, St. Petersburg City Code, concerning the 1984 Supplemental Police Officer's Retirement Plan ('Plan') to effect changes made in the collective bargaining agreement between the City and the Police Benevolent Association ("PBA") by providing a minimum service requirement for Section 185 non-service connected disability applications.

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

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

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

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

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

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

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

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

0

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

N/A

The following page(s) contain the backup material for Agenda Item: Ordinance 577-H of the City of St. Petersburg, Florida amending its Comprehensive Plan; amending Chapter 1 General Introduction Data and Analysis; amending Chapter 3, Future Land Use Element, pertaining to commercial corridors and SunRunner corridor/station areas; providing for severability; and providing an effective date. (City File LGCP 2023-01)
Please scroll down to view the backup material.



J-3

ST. PETERSBURG CITY COUNCIL

Meeting of September 5, 2024

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

SUBJECT: Proposed text amendments to the Comprehensive Plan for the purpose of implementing the SunRunner Rising Development Study and supporting the creation of the TEC-local Overlay and associated Land Development Regulations. Additionally, the amendments address the City's commercial corridors by increasing the allowed density and intensity. (**City File: LGCP-23-01**)

ORDINANCE 577-H, amending the Comprehensive Plan, Chapter 1 General Introduction data and analysis to update population data; amending Chapter 3 Future Land Use Element pertaining to commercial corridors and SunRunner corridor station areas.

RECOMMENDATION:

Administration: City staff recommends APPROVAL.

Public Input: Staff has received 38 emails of support.

Community Planning & Preservation Commission (CPPC): On November 7, 2023, the CPPC held a public hearing regarding the Comprehensive Plan text amendment and made a finding of internal consistency with the City's Comprehensive Plan and voted 6 to 0 to recommend APPROVAL.

Previous City Council Action: On June 1, 2024, City Council conducted the first reading and first public hearing regarding this matter and voted unanimously to transmit the item to the State Department of Commerce for review and comment and set the second reading and adoption public hearings for September 5, 2024.

Recommended City Council Action:

1) CONDUCT the second reading and second public hearing of the attached proposed ordinances; AND
2) APPROVE the proposed ordinance.

Attachments: Ordinance, CPPC Staff Report and Minutes

ORDINANCE 577-H

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA AMENDING ITS COMPREHENSIVE PLAN; AMENDING CHAPTER 1 GENERAL INTRODUCTION DATA AND ANALYSIS; AMENDING CHAPTER 3, FUTURE LAND USE ELEMENT, PERTAINING TO COMMERCIAL CORRIDORS AND SUNRUNNER CORRIDOR / STATION AREAS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 163, Florida Statutes, established the Community Planning Act; and

WHEREAS, consistent with the requirements of the Community Planning Act, the City of St. Petersburg has adopted a Comprehensive Plan to establish goals, objectives and policies to guide the development and redevelopment of the City; and

WHEREAS, the City Administration has initiated text amendments to the Comprehensive Plan pertaining to commercial corridors and SunRunner corridor/station areas; and

WHEREAS, the Community Planning & Preservation Commission of the City has reviewed the proposed amendments to the Comprehensive Plan at a public hearing on November 7, 2023, and has recommended Approval; and

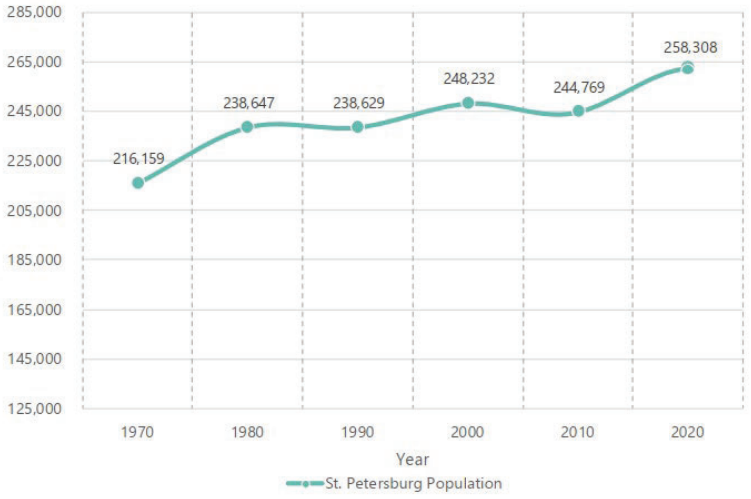
WHEREAS, the City Council, after taking into consideration the recommendations of the Community Planning & Preservation Commission and the City Administration, and the comments received during the public hearing conducted on this matter, finds that the proposed amendments to the Comprehensive Plan are appropriate; now, therefore

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

SECTION ONE. Chapter 1, Section 1.8, "Population Forecasts" of the St. Petersburg Comprehensive Plan is hereby deleted in its entirety and is replaced with a new Section 1.8 "Population Changes and Projected Growth" to read as follows:

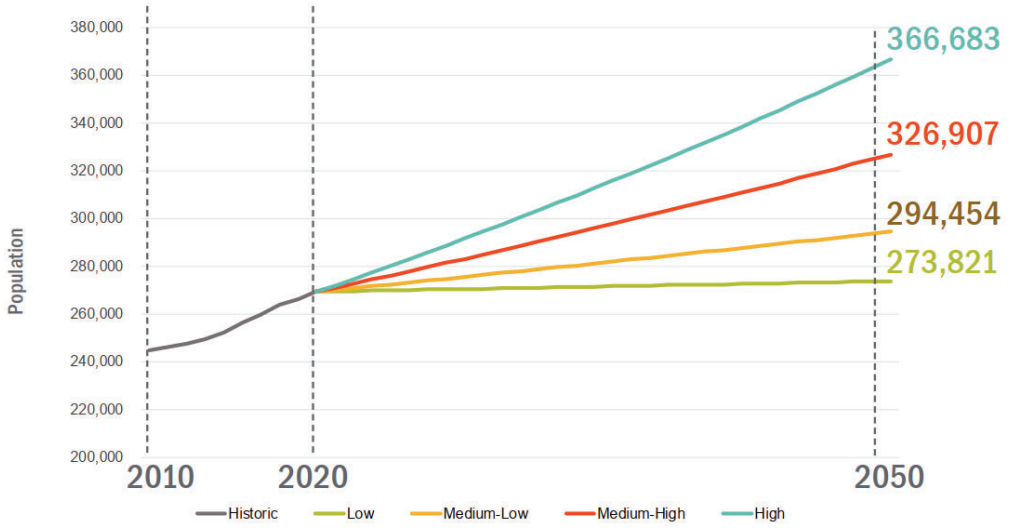
Population Changes and Projected Growth:
St. Petersburg's rate of population growth has varied in the last two decades. In recent years, the city has experienced an annualized growth rate of approximately 1%. There were slightly more than 258,000 city residents reported in the 2020 U.S. Census and American Community Survey. The below graph shows the historic population growth for the past fifty years. The overall population has grown by approximately 42,000 residents, which represents a 19% population increase since the 1970 U.S. Census.

Historic Population Growth



Based on past trends, the growth projection for St. Petersburg is in a range between 0.6% and 1.0% of new residents per year. Therefore by 2050, it is anticipated that the city could have between 327,000 and 367,000 residents. This reflects an overall potential increase of 68,000 to 108,000 residents or 2,266 to 3,600 additional residents per year. The below graph shows the range of population projections from low (source: Southwest Florida Water Management District), medium-low (source: Forward Pinellas, the Pinellas County Metropolitan Planning Organization), medium-high (source: StPete2050 and Landwise Advisors), and high (University of Florida Bureau of Economic and Business Research).

Population Projections



SECTION TWO. Chapter 3, Future Land Use Element, Section 3.2, ISSUE: Conceptual Land Use Pattern, of the St. Petersburg Comprehensive Plan is hereby amended to read as follows:

The conceptual land use pattern in this Future Land Use Element is based on the 1974 Conceptual Plan, the 1977 and 1983 Land Use Plans, ~~and~~ the 2006 future land use map amendments which were developed in conjunction with the Land Development Regulation rewrite ~~for St. Petersburg~~ and the St.Pete2050 Plan. Those Plans outlined the overall structure and form of urban development in St. Petersburg including the key conceptual component: concentration of intense development in activity centers.

SECTION THREE. Policy LU2.1, of the St. Petersburg Comprehensive Plan is hereby amended to read as follows:

LU2.1 To facilitate compact urban development the City shall adopt the following activity centers as part of this Land Use Plan:

1. Gateway	~~4. Central Plaza~~ SunRunner BRT	~~7~~. 6. Innovation District
2. Intown	~~5. Central Avenue Corridor~~	
3. Tyrone	~~6~~. 5. Skyway Marina District	

SECTION FOUR. Policy LU3.1, of the St. Petersburg Comprehensive Plan is hereby amended to read as follows:

The Future Land Use Element contains the following categories:
A. Residential Categories [unchanged]
B. Commercial and Mixed Use Categories [unchanged]

1. [unchanged]
2. [unchanged]
3. [unchanged]

C. Industrial Category

1. **Industrial Limited (IL)** - Allowing a mixture of light industrial, industrial park, office park uses with a floor area ratio up to 0.65. Transient Accommodation Uses shall not exceed 40 units per acre. Alternative uses, floor area ratio and density may be allowed when associated with a Target Employment Center (TEC) Overlay. A buffer shall be provided between land designated Industrial Limited and adjoining residential classifications. Retail and Personal/Office Service Support uses alone or when added to existing contiguous like uses which exceed or will exceed three (3) acres shall require a land use plan amendment, which shall include such use and all contiguous like uses. Public/ Semi-Public (except public educational facilities which are not subject to this threshold), Ancillary Non-Residential, Commercial Recreation, Commercial/Business Service or Transient Accommodation uses, alone or when added to existing contiguous like uses which exceed or will exceed five (5) acres shall require a land use plan amendment, which shall include such use and all contiguous like uses. The three (3) and five (5) acre thresholds shall not apply for planned industrial/mixed use projects which comprise not less than 100 acres. Planned industrial mixed/use projects may include Public/Semi-Public, Ancillary Non-Residential, Retail, Personal/Office Service,

Transient Accommodation, Residential and Commercial Recreation uses subject to the following:

a. For projects, 100 acres or more in size, the Public/Semi-Public, Ancillary Non-Residential, Retail, Personal/Office Service, Transient Accommodation and Commercial Recreation uses shall not exceed ten (10) acres;

b. A planned industrial/mixed use project that does not include residential uses shall be subject to a master site plan which provides for unified control of the entire project;

c. The Public/Semi-Public, Ancillary Non-Residential, Retail, Personal/Office Service, Transient Accommodation and Commercial Recreation uses shall be integral to, oriented within and function as part of the mixed use project as distinct from free-standing, unrelated out-parcel type uses or strip commercial development.

2. **Industrial General (IG)** - Allowing a mixture of light or heavy industrial and industrial park uses with a floor area ratio up to 0.75. Alternative uses, floor area ratio and density may be allowed when associated with a Target Employment Center (TEC) Overlay. A buffer shall be provided between land designated Industrial General and adjoining plan classification other than Industrial or Transportation/Utility. Public/Semi-Public or Ancillary Non-Residential Uses, alone or when added to existing contiguous like uses which exceed or will exceed five (5) acres shall require a land use plan amendment which shall include such use and all contiguous like uses. Office, Retail Uses, Commercial Recreation, Commercial/Business Service and Personal/Office Service, shall be allowed as accessory uses within the structure to which it is accessory and shall not exceed 25% of the floor area of the principal use to which it is accessory. An outdoor performing arts venue shall be a Commercial Recreation use with no acreage limitation and shall not be required to be accessory to any other use.

D. Public/Semi-Public Categories [unchanged]

E. Special Designations

1. – 4. [unchanged]

5. **Community Redevelopment District (CRD)** - It is the purpose of this category to provide for the unique and specific needs of those community and neighborhood areas that are planned for redevelopment and revitalization. Application of this district shall require that a Special Area Plan be adopted by City Council and approved by the Countywide Planning Authority (CPA). A brief description of the purpose and intent of the area plan, that includes the intended mix of land uses and densities or intensities of uses, and any consideration or protection of historical/archeological resources shall be referenced in the Future Land Use Element at the time the CRD designation is applied to the redevelopment area. Accessory dwelling units are permitted and may be excluded from the residential density calculation when accessory to a single-family dwelling unit, in accordance with the Land Development Regulations (LDRs).

The following are the adopted CRD areas in St. Petersburg and are hereby referenced as follows:

a. – b. [unchanged]

c. The Grand Central District. In accordance with the ~~adopted~~ ~~Central Avenue Tomorrow Plan and the Central Avenue Revitalization Plan~~ SunRunner Rising Development Study and the Grand Central Master Plan, the City's *vision* for this area is an urban ~~village~~ development pattern occurring within a pedestrian and transit supportive environment that includes a compatible mix of residential, office and commercial uses. There are significant historical features that are recommended for enhancement and protection, through design guidelines, reconstruction of the traditional streetscape and preservation of historic structures. The highest densities and intensities are intended for the ~~Village Core~~ Central Avenue corridor and around the SunRunner Urban stations ~~area~~ transitioning to lower densities and intensities adjacent to single family residential neighborhoods. Increasing the amount of residential uses in this area is key to successful plan implementation.

~~Range of maximum~~ Residential densities: ~~40 to 60~~ a maximum of 150 units per acre
~~Range of maximum~~ Nonresidential intensities: ~~1.5 to 2.5~~ a maximum of 5.0 F.A.R

6. – 7. [unchanged]

~~8. Transit Oriented Development (TOD) Overlay – The TOD Future Land Use Map Overlay shall be applied to premium transit stations. The specific station types and density/intensity ranges are set forth in Table 1, City of St. Petersburg, Premium Transit Station Area Typologies, in accordance with Policy LU28.3.~~

~~9.~~8. **Target Employment Center (TEC) Overlay** - Overlaying the future land use designations of those areas, not less than 100 acres in size, that are now developed or appropriate to be developed in a concentrated and cohesive pattern to facilitate employment uses of countywide significance. Permitted uses and density/intensity standards shall be as per the underlying future land use categories, with a 100 percent intensity bonus for manufacturing, office and research/development uses.

a. SunRunner TEC-local at the 22nd Street Station– Located over Industrial Traditional (IT) zoned land located south of 1st Avenue South, east of 24th Street, and north and west of Interstate 275, where alternative permitted uses and density/intensity standards may be established in accordance with the SunRunner Rising Development Study/Special Area Plan through adoption of Land Development Regulations specifying standards related to density, intensity, height, urban form, and public realm. The LDRs will provide provisions to incentivize and retain small-scale manufacturers and artisan uses and address continued need for industrial and warehouse space. Target Employment uses are required to be

developed concurrently with or before all other non-Target Employment Uses. The established boundary is reflected as a zoning overlay.

F. Planned Redevelopment Categories

1. Planned Redevelopment – Residential (R) [unchanged]

2. **Planned Redevelopment – Mixed Use (MU)** - Allowing mixed use retail, office, service and medium density residential uses not to exceed a floor area ratio of 1.25 and a net residential density of 24 dwelling units per acre~~;~~. However, when located outside of the Coastal High Hazard Area, a floor area ratio of up to 2.5 to 4.0 and a net residential density of 45 to 60 dwelling units per acre may be allowed subject to the maximum allowance of the Multimodal Corridor Subcategory, and only when abutting a major street as depicted on the Future Major Streets Map (Map 20), Missing Middle Housing at a maximum density of 30 dwelling units per net acre is permitted, in accordance with the Land Development Regulations (LDRs) and special area plan. Accessory dwelling units are permitted and may be excluded from the residential density calculation, in accordance with the LDRs. Higher densities and intensities are acceptable within activity centers but not exceeding a floor-area-ratio or a net residential density as established in the redevelopment plan or special area plan. Residential equivalent uses are not to exceed 3 beds per dwelling unit and transient accommodation uses shall not exceed 45 units per acre. An ancillary non-residential use which exceeds three (3) acres, a transportation/utility use which exceeds three (3) acres, or an institutional use (except public educational facilities which are not subject to this threshold) which exceeds five (5) acres, whether alone or when added to existing contiguous like use(s), shall require a Future Land Use Map amendment that shall include such use and all contiguous like uses. Research/Development, Commercial Recreation, and Light Manufacturing/ Assembly (Class A) uses shall be allowed in this plan category only on the basis of and pursuant to local government standards which address, as a minimum, the following criteria in relationship to the nature of the proposed use: neighboring uses and the character of the commercial area in which it is to be located; noise, solid waste and air quality emission standards; hours of operation; traffic generation; and parking, loading, storage and service provisions.

3. **Planned Redevelopment – Commercial (C)** - Allowing the full range of commercial and mixed uses including retail, office, service and high density residential uses not to exceed a floor area ratio of 1.25 and a net residential density of 55 dwelling units per acre; however, when located outside of the Coastal High Hazard Area, a floor area ratio up to 2.5 to 4.0 and a net residential density of up to 60 dwelling units per acre may be allowed subject to the maximum allowance of the Multimodal Corridor Subcategory in accordance with the Land Development Regulations (LDRs) and special area plan. Higher densities and intensities are acceptable within activity centers but not exceeding a floor area ratio or a net residential density as established in the redevelopment plan or special area plan. Residential equivalent uses are not to exceed 3 beds per dwelling unit and transient accommodation uses shall not exceed 55 units per acre. Institutional and transportation/utility uses, alone or when added to existing contiguous like uses, which exceeds or will exceed five (5) acres shall require a Future Land Use Map amendment that

shall include such use and all contiguous like uses. Research/Development and Light Manufacturing/Assembly (Class A) uses shall be allowed in this plan category only after the nature of the proposed use has been determined and the following criteria are considered: neighboring uses and the character of the commercial area in which it is to be located; noise, solid waste, hazardous waste and air quality emission standards; hours of operation; traffic generation; and parking, loading, storage and service provisions.

G. Table Showing Countywide Plan Map Categories and Corresponding Future Land Use Map Categories [unchanged]

SECTION FIVE. Objective LU19, of the St. Petersburg Comprehensive Plan is hereby amended to read as follows:

To provide a transportation system that is integrated with the Future Land Use Plan, the City shall implement the goals, objectives and policies of the Transportation Element. In addition, the SunRunner Rising Development Study was accepted by City Council on April 4, 2022, and is adopted by reference as the SunRunner Rising Special Area Plan associated with the Transit Oriented Development (TOD) near and around SunRunner station areas and along the Central Avenue corridor necessary to support the continued success of this valuable community resource. The Study was a joint effort between the City of St. Petersburg, Pinellas Suncoast Transit Authority (PSTA), and Forward Pinellas intended to assist the cities of St. Petersburg, South Pasadena, and St. Pete Beach by providing community-supported land use strategies, equitable economic development plans and programs, and a county-wide framework for TOD in Pinellas County.

SECTION SIX. Chapter 3, Future Land Use Element, ISSUE: Transit Oriented Development (TOD), including Objectives LU27 and LU28 of the St. Petersburg Comprehensive Plan is hereby deleted in its entirety.

SECTION SEVEN. COMPLIANCE WITH § 166.041(4), FLORIDA STATUTES. This ordinance is enacted to implement Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits. Therefore, a business impact estimate was not required and was not prepared for this ordinance.

SECTION EIGHT. Coding. As used in this ordinance, language appearing in struck-through type is language to be deleted from the City's Comprehensive Plan ~~Code~~, and underlined language is language to be added to the City's Comprehensive Plan, in the section, subsection, or other location where indicated. Language in the City's Comprehensive Plan not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise.

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

SECTION TEN. 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 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.

/s/:
City Attorney (Designee)

Staff Report to the St. Petersburg Community Planning & Preservation Commission
Prepared by the Planning & Development Services Department

For Public Hearing on Tuesday, November 7, 2023
at 2:00 p.m. in the City Council Chambers, City Hall,
175 Fifth Street North, St. Petersburg, Florida.

City File: LGCP 2023-01

Commercial Corridors and SunRunner Corridor/Station Areas

This is a City-initiated application requesting that the Community Planning and Preservation Commission ("CPPC"), in its capacity as the Local Planning Agency ("LPA"), make a finding of consistency with the Comprehensive Plan and recommend to City Council **APPROVAL** of the following text amendments to the Comprehensive Plan and the SunRunner Rising Special Area Plan.

APPLICANT INFORMATION

APPLICANT:
City of St. Petersburg
175 5th Street North
St. Petersburg, Florida 33712

STAFF CONTACT:
Britton Wilson, AICP
Planner II, Urban Planning & Historic Preservation
Planning and Development Services Department
One – 4th Street North
St. Petersburg, Florida 33711
Britton.Wilson@stpete.org
727-551-3542

Derek Kilborn, Manager
Urban Planning and Historic Preservation Division
Planning and Development Services Department
Derek.Kilborn@stpete.org
(727) 893-7872

INTRODUCTION

The City of St. Petersburg is initiating amendments to the Comprehensive Plan text to support forthcoming changes to the Land Development Regulations (LDRs) and the Official Zoning Map in order to implement the SunRunner Rising Development Study, which focuses on best practices for Transit Oriented Development (TOD) near and around SunRunner station areas. The Study was a joint effort between the City of St. Petersburg, Pinellas Suncoast Transit Authority (PSTA), and Forward Pinellas intended to assist the cities of

St. Petersburg, South Pasadena, and St. Pete Beach by providing community-supported land use strategies, equitable economic development plans and programs, and a county-wide framework for TOD in Pinellas County. Portions of the SunRunner Rising Development Study are repurposed to create the Special Area Plan required by the Countywide Rules to create a new subset of the Target Employment Center (TEC) Overlay: the SunRunner TEC-local at the 22nd Street Station.

The project is also addressing the City's Commercial Corridors by increasing in the allowed density and intensity in the land use categories of Community Redevelopment District (CRD) pertaining to the Grand Central District, Planned Redevelopment – Mixed Use (PR-MU), and Planned Redevelopment – Commercial (PR-C) Future Land Use designations that correspond to the commercial corridor zoning districts of Corridor Commercial Suburban (CCS), Corridor Commercial Traditional (CCT) and Retail Center (RC). Additionally, the Activity Center (AC) overlay categories of Central Plaza and Central Avenue Corridor are proposed for streamlining by merging them into one AC category titled SunRunner BRT Activity Center. Increases in density and intensity are proposed along the corridors with the intent of revitalizing the corridors by expanding employment and housing opportunities such as workforce housing, ensuring a brighter future for all.

BACKGROUND

In 2017, the city began a series of housing initiatives that extended from a community-wide discussion relating to housing affordability. This city-initiated application proposes further amendments to the Comprehensive Plan to support forthcoming changes to the Land Development Regulations (LDRs) and the Official Zoning Map and represents the convergence of several different housing initiatives that have included many aspects of, and factors influencing, housing affordability.

In 2019, the city approved Comprehensive Plan text amendments to allow for "missing middle housing" to be included in specific residential and mixed-use land use categories. This effort was effectuated in the Land Development Regulations (LDRs) by allowing application of the new Neighborhood Traditional Mixed Residential -1 (NTM-1) zoning district on parcels meeting the required locational criteria. An itemized timeline summary of the implemented housing initiatives within the neighborhood and residential corridor zoning districts is as follows:

2019 Increased the workforce housing density bonus.
Reduced ADU minimum lot size resulting in an additional 9,600 qualifying parcels.
Removed the minimum unit size requirement for a multifamily dwelling unit.
Reduced the required minimum parking for multifamily developments.
The new NTM-1 zoning category was adopted into code.

2020 Standards adopted for multifamily development in the Coastal High Hazard Area.
Adopted requirement to notice existing tenants of intent to develop.

2022 Increased the allowed ADU maximum unit size.
Reduced the required parking for ADUs located near transit routes.
Expanded use of ADUs into the NT-3 zoning district, adding 3,495 qualifying parcels.
Expanded use of ADUs into NS zoning district, adding 10,971 qualifying parcels.

2023 Amended the Official Zoning Map for 2,895 parcels to NTM-1.

The amendments proposed in this Comprehensive Plan text amendment package furthers this housing initiative by now focusing on the land use designations related to the commercial corridors and the SunRunner corridor/station areas. When located outside of the Coastal High Hazard Area (CHHA), the amendment proposes to increase density and intensity in the Community Redevelopment District (CRD) pertaining to the Grand Central District, Planned Redevelopment – Mixed Use (PR-MU), and Planned Redevelopment – Commercial (PR-C) land use designations to support targeted changes around the station areas and along the commercial corridors city wide. Expansion of the density and intensity is proposed for the PR-MU land use designation to match the allowed density and intensity of the Multimodal Corridors (MMC) in the Countywide Rules as these corridors are supported by and designed to facilitate transit and are particularly appropriate for

creating transit connections between Activity Centers. Additionally, the Activity Center (AC) overlay categories of Central Plaza and Central Avenue Corridor are proposed for streamlining by merging them into one AC category titled SunRunner BRT Activity Center, which also serves as a replacement of the TOD AC Overlay and related policies identified in the text of the Comprehensive Plan but never applied to the Future Land Use Map.

Additionally, a new subcategory under the Target employment Center (TEC) Overlay is proposed to include a new SunRunner TEC-local designation in conformance with the recent update to the Target Employment and Industrial Land Study (TEILS) and subsequent Countywide Plan text amendments that support a TEC-Local category when supported by a locally adopted Special Area Plan. Portions of the SunRunner Rising Development Study are included in this agenda package for acceptance by Council as the Special Area Plan supporting the proposed SunRunner TEC-local at the 22nd Street Station.

Since the initial series of public engagement meetings, City staff has worked with related stakeholders, including the Pinellas Realtors Organization (PRO), St. Petersburg Area Chamber of Commerce, Downtown Developers Council, Downtown Partnership, Bay Area Apartment Association, Council of Neighborhood Associations (CONA) and individual neighborhoods, multiple community workshops and charettes, Forward Pinellas (countywide land planning agency), City's Housing Land Use and Transportation Committee (HLUT), and the City's Affordable Housing Advisory Committee (AHAC) and the city hosted two well attended charettes for the urban station areas. The concepts outlined in this proposal extend from input received during these discussions.

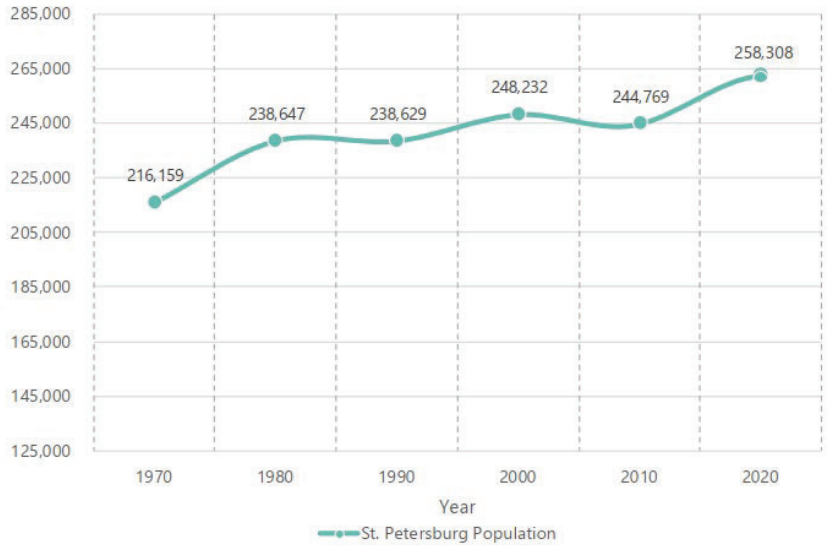
REQUEST

Substantive amendments to the Land Use Element are shown as follows in strike through/underline format. The updated population data in Chapter 1 is considered data and analysis and not adopted policy language, therefore is not shown in strike through/underline format. The entirety of the edits can be found as an attachment to this report.

Chapter 1, General Introduction [all new text pertaining to data and analysis]
1.8 Population Forecasts

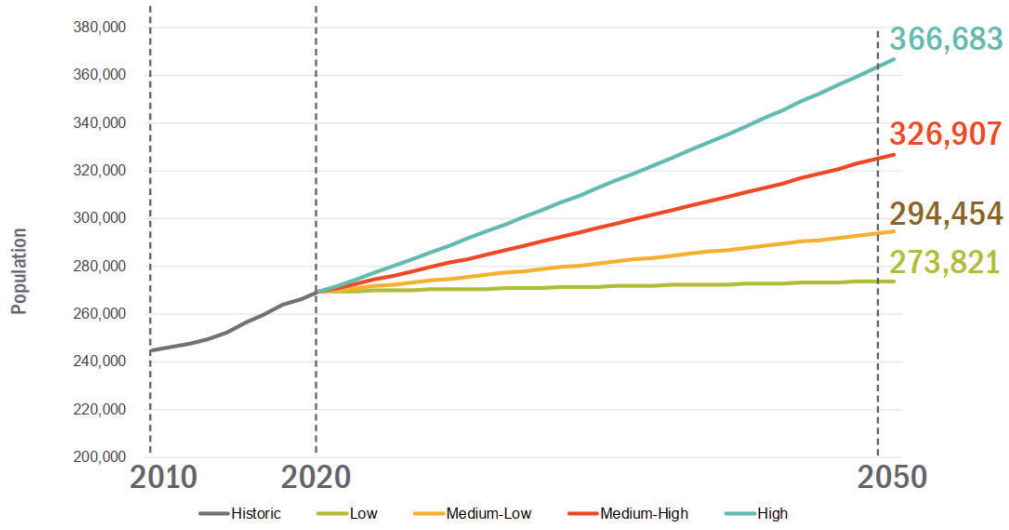
Population Changes and Projected Growth:
St. Petersburg's rate of population growth has varied in the last two decades. In recent years, the city has experienced an annualized growth rate of approximately 1%. There were slightly more than 258,000 city residents reported in the 2020 U.S. Census and American Community Survey. The below graph shows the historic population growth for the past fifty years. The overall population has grown by approximately 42,000 residents, which represents a 19% population increase since the 1970 U.S. Census.

Historic Population Growth



Based on past trends, the growth projection for St. Petersburg is in a range between 0.6% and 1.0% of new residents per year. Therefore by 2050, it is anticipated that the city could have between 327,000 and 367,000 residents. This reflects an overall potential increase of 68,000 to 108,000 residents or 2,266 to 3,600 additional residents per year. The below graph shows the range of population projections from low (source: Southwest Florida Water Management District), medium-low (source: Forward Pinellas, the Pinellas County Metropolitan Planning Organization), medium-high (source: StPete2050 and Landwise Advisors), and high (University of Florida Bureau of Economic and Business Research).

Population Projections



Chapter 3, Future Land Use Element

ISSUE: Conceptual Land Use Pattern

The conceptual land use pattern in this Future Land Use Element is based on the 1974 Conceptual Plan, the 1977 and 1983 Land Use Plans, ~~and~~ the 2006 future land use map amendments which were developed in conjunction with the Land Development Regulation rewrite ~~for St. Petersburg~~ and the St.Pete2050 Plan. Those

Plans outlined the overall structure and form of urban development in St. Petersburg including the key conceptual component: concentration of intense development in activity centers.

OBJECTIVE LU2:
The Future Land Use Element shall facilitate a compact urban development pattern that provides opportunities to more efficiently use and develop infrastructure, land and other resources and services by concentrating more intensive growth in activity centers and other appropriate areas.

Policies:
LU2.1 To facilitate compact urban development the City shall adopt the following activity centers as part of this Land Use Plan:

1. Gateway	~~4. Central Plaza~~ SunRunner BRT	~~7~~. 6. Innovation District
2. Intown	~~5. Central Avenue Corridor~~	
3. Tyrone	~~6~~. 5. Skyway Marina District	

LU3.1 The Future Land Use Element contains the following categories:
A. Residential Categories [unchanged]
B. Commercial and Mixed Use Categories [unchanged]
C. Industrial Category

1. **Industrial Limited (IL)** - Allowing a mixture of light industrial, industrial park, office park uses with a floor area ratio up to 0.65. Transient Accommodation Uses shall not exceed 40 units per acre. Alternative uses, floor area ratio and density may be allowed when associated with a Target Employment Center (TEC) Overlay. A buffer shall be provided between land designated Industrial Limited and adjoining residential classifications. Retail and Personal/Office Service Support uses alone or when added to existing contiguous like uses which exceed or will exceed three (3) acres shall require a land use plan amendment, which shall include such use and all contiguous like uses. Public/ Semi-Public (except public educational facilities which are not subject to this threshold), Ancillary Non-Residential, Commercial Recreation, Commercial/Business Service or Transient Accommodation uses, alone or when added to existing contiguous like uses which exceed or will exceed five (5) acres shall require a land use plan amendment, which shall include such use and all contiguous like uses. The three (3) and five (5) acre thresholds shall not apply for planned industrial/mixed use projects which comprise not less than 100 acres. Planned industrial mixed/use projects may include Public/Semi-Public, Ancillary Non-Residential, Retail, Personal/Office Service, Transient Accommodation, Residential and Commercial Recreation uses subject to the following:

    a. For projects, 100 acres or more in size, the Public/Semi-Public, Ancillary Non-Residential, Retail, Personal/Office Service, Transient Accommodation and Commercial Recreation uses shall not exceed ten (10) acres;

    b. A planned industrial/mixed use project that does not include residential uses shall be subject to a master site plan which provides for unified control of the entire project;

    c. The Public/Semi-Public, Ancillary Non-Residential, Retail, Personal/Office Service, Transient Accommodation and Commercial Recreation uses shall be integral to, oriented within and function as part of the mixed use project as distinct from free-standing, unrelated out-parcel type uses or strip commercial development.

2. **Industrial General (IG)** - Allowing a mixture of light or heavy industrial and industrial park uses with a floor area ratio up to 0.75. Alternative uses, floor area ratio and density may be allowed when associated with a Target Employment Center (TEC) Overlay. A buffer shall be provided between land designated Industrial General and adjoining plan classification other than Industrial or Transportation/Utility. Public/Semi-Public or Ancillary Non-Residential Uses, alone or when added to existing contiguous like uses which exceed or will exceed five (5) acres shall require a land use plan amendment which shall include such use and all contiguous like uses. Office, Retail Uses, Commercial Recreation, Commercial/Business Service and Personal/Office Service, shall be allowed as accessory uses within the structure to which it is accessory and shall not exceed 25% of the floor area of the principal use to which it is accessory. An outdoor performing arts venue shall be a Commercial Recreation use with no acreage limitation and shall not be required to be accessory to any other use.

D. Public/Semi-Public Categories [unchanged]

E. Special Designations

1. – 4. [unchanged]

5. **Community Redevelopment District (CRD)** - It is the purpose of this category to provide for the unique and specific needs of those community and neighborhood areas that are planned for redevelopment and revitalization. Application of this district shall require that a Special Area Plan be adopted by City Council and approved by the Countywide Planning Authority (CPA). A brief description of the purpose and intent of the area plan, that includes the intended mix of land uses and densities or intensities of uses, and any consideration or protection of historical/archeological resources shall be referenced in the Future Land Use Element at the time the CRD designation is applied to the redevelopment area. Accessory dwelling units are permitted and may be excluded from the residential density calculation when accessory to a single-family dwelling unit, in accordance with the Land Development Regulations (LDRs).

   The following are the adopted CRD areas in St. Petersburg and are hereby referenced as follows:

   c. The Grand Central District. In accordance with the ~~adopted Central Avenue Tomorrow Plan and the Central Avenue Revitalization Plan~~ Sunrunner Rising Development Study and the Grand Central Master Plan, the City's *vision* for this area is an urban ~~village~~ development pattern occurring within a pedestrian and transit supportive environment that includes a compatible mix of residential, office and commercial uses. There are significant historical features that are recommended for enhancement and protection, through design guidelines, reconstruction of the traditional streetscape and preservation of historic structures. The highest densities and intensities are intended for the ~~Village Core~~ Central Avenue corridor and around the Sunrunner Urban stations ~~area~~ transitioning to lower densities and intensities adjacent to single family residential neighborhoods.

   ~~Range of maximum~~ Residential densities: ~~40 to 60~~ a maximum of 150 units per acre
   ~~Range of maximum~~ Nonresidential intensities: ~~1.5 to 2.5~~ a maximum of 5.0 F.A.R

6. – 7. [unchanged]

8. ~~Transit Oriented Development (TOD) Overlay – The TOD Future Land Use Map Overlay shall be applied to premium transit stations. The specific station types and density/intensity ranges~~

~~are set forth in Table 1, City of St. Petersburg, Premium Transit Station Area Typologies, in accordance with Policy LU28.3.~~ Reserved

9. **Target Employment Center (TEC) Overlay** - Overlaying the future land use designations of those areas, not less than 100 acres in size, that are now developed or appropriate to be developed in a concentrated and cohesive pattern to facilitate employment uses of countywide significance. Permitted uses and density/intensity standards shall be as per the underlying future land use categories, with a 100 percent intensity bonus for manufacturing, office and research/development uses.

   a. SunRunner TEC-local at the 22nd Street Station– Located over Industrial Traditional (IT) zoned land located south of 1st Avenue South, east of 24th Street, and north and west of Interstate 275, where alternative permitted uses and density/intensity standards may be established in accordance with the SunRunner Rising Development Study/Special Area Plan through adoption of Land Development Regulations specifying standards related to density, intensity, height, urban form, and public realm. The LDRs will provide provisions to incentivize and retain small-scale manufacturers and artisan uses and address continued need for industrial and warehouse space. Target Employment uses are required to be developed concurrently with or before all other non-Target Employment Uses. The established boundary is reflected as a zoning overlay.

F. Planned Redevelopment Categories

1. [unchanged]

2. **Planned Redevelopment – Mixed Use (MU) -** Allowing mixed use retail, office, service and medium density residential uses not to exceed a floor area ratio of 1.25 and a net residential density of 24 dwelling units per acre~~;~~. However, when located outside of the Coastal High Hazard Area, a floor area ratio of up to 2.5 to 4.0 and a net residential density of 45 to 60 dwelling units per acre may be allowed subject to the maximum allowance of the Multimodal Corridor Subcategory and only when abutting a major street as depicted on the Future Major Streets Map (Map 20), Missing Middle Housing at a maximum density of 30 dwelling units per net acre is permitted, in accordance with the Land Development Regulations (LDRs) and special area plan. Accessory dwelling units are permitted and may be excluded from the residential density calculation, in accordance with the LDRs. Higher densities and intensities are acceptable within activity centers but not exceeding a floor-area-ratio or a net residential density as established in the redevelopment plan or special area plan. Residential equivalent uses are not to exceed 3 beds per dwelling unit and transient accommodation uses shall not exceed 45 units per acre. An ancillary non-residential use which exceeds three (3) acres, a transportation/utility use which exceeds three (3) acres, or an institutional use (except public educational facilities which are not subject to this threshold) which exceeds five (5) acres, whether alone or when added to existing contiguous like use(s), shall require a Future Land Use Map amendment that shall include such use and all contiguous like uses. Research/Development, Commercial Recreation, and Light Manufacturing/ Assembly (Class A) uses shall be allowed in this plan category only on the basis of and pursuant to local government standards which address, as a minimum, the following criteria in relationship to the nature of the proposed use: neighboring uses and the character of the commercial area in which it is to be located; noise, solid waste and air quality emission standards; hours of operation; traffic generation; and parking, loading, storage and service provisions.

3. **Planned Redevelopment – Commercial (C)** - Allowing the full range of commercial and mixed uses including retail, office, service and high density residential uses not to exceed a floor area ratio of 1.25 and a net residential density of 55 dwelling units per acre; however, when located outside of the Coastal High Hazard Area, a floor area ratio up to 2.5 to 4.0 and a net residential density of up to 60 dwelling units per acre may be allowed subject to the maximum allowance of the Multimodal Corridor Subcategory in accordance with the Land Development Regulations (LDRs) and special area plan. Higher densities and intensities are acceptable within activity centers but not exceeding a floor area ratio or a net residential density as established in the redevelopment plan or special area plan. Residential equivalent uses are not to exceed 3 beds per dwelling unit and transient accommodation uses shall not exceed 55 units per acre. Institutional and transportation/utility uses, alone or when added to existing contiguous like uses, which exceeds or will exceed five (5) acres shall require a Future Land Use Map amendment that shall include such use and all contiguous like uses. Research/Development and Light Manufacturing/Assembly (Class A) uses shall be allowed in this plan category only after the nature of the proposed use has been determined and the following criteria are considered: neighboring uses and the character of the commercial area in which it is to be located; noise, solid waste, hazardous waste and air quality emission standards; hours of operation; traffic generation; and parking, loading, storage and service provisions.

OBJECTIVE LU19:
To provide a transportation system that is integrated with the Future Land Use Plan, the City shall implement the goals, objectives and policies of the Transportation Element. In addition, the SunRunner Rising Development Study was accepted by City Council on April 4, 2022, and is adopted by reference as the SunRunner Rising Special Area Plan associated with the Transit Oriented Development (TOD) near and around SunRunner station areas and along the Central Avenue corridor necessary to support the continued success of this valuable community resource. The Study was a joint effort between the City of St. Petersburg, Pinellas Suncoast Transit Authority (PSTA), and Forward Pinellas intended to assist the cities of St. Petersburg, South Pasadena, and St. Pete Beach by providing community-supported land use strategies, equitable economic development plans and programs, and a county-wide framework for TOD in Pinellas County.

INTERNAL CONSISTENCY with the COMPREHENSIVE PLAN

This set of Comprehensive Plan text amendments support and further the Housing Element's goal to…*facilitate the provision of decent, safe, sanitary, healthy and affordable housing in suitable neighborhoods at affordable costs to meet the needs of the present and future residents of the city, while preserving and enhancing the community's physical and social fabric, and cultural diversity, and while protecting the interests of special needs groups, and extremely low, very low, low, and moderate-income households.*

The proposed text amendments are applicable to the following Comprehensive Plan policies:

- *Policy LU 2.5: The Land Use Plan shall make the maximum use of available public facilities and minimize the need for new facilities by directing new development to infill and redevelopment locations where excess capacity is available.*
- *Policy LU3.11: More dense residential uses (more than 7.5 units per acre) may be located along (1) passenger rail lines and designated major streets or (2) in close proximity to activity centers where compatible.*
- *Policy LU 3.26: Land development regulations shall provide performance standards that ensure compatibility with surrounding uses.*

- *Policy LU 3.4: The Land Use Plan shall provide for compatible land use transition through an orderly land use arrangement, proper buffering, and the use of physical and natural separators.*
- *Policy LU 3.5: The tax base will be maintained and improved by encouraging the appropriate use of properties based on their locational characteristics and the goals, objectives and policies within this Comprehensive Plan.*
- *Policy LU 3.6: Land use planning decisions shall weigh heavily the established character of predominately developed areas where changes of use or intensity of development are contemplated.*
- *Policy LU3.15: The Land Use Plan shall provide housing opportunity for a variety of households of various age, sex, race and income by providing a diversity of zoning categories with a range of densities and lot requirements.*
- *Policy LU 20.2: The Future Land Use Element of the St. Petersburg Comprehensive Plan shall be consistent with the Countywide Future Land Use Plan, including the categories, rules, policies, and procedures thereof.*
- *OBJECTIVE LU21: The City shall, on an ongoing basis, review and consider for adoption, amendments to existing or new innovative land development regulations that can provide additional incentives for the achievement of Comprehensive Plan Objectives.*
- *Policy LU 21.1: The City shall continue to utilize its innovative development regulations and staff shall continue to examine new innovative techniques by working with the private sector, neighborhood groups, special interest groups and by monitoring regulatory innovations to identify potential solutions to development issues that provide incentives for the achievement of the goals, objectives and policies of the Comprehensive Plan.*
- *Policy LU 23.1: The City's development review policies and procedures shall continue to integrate land use and transportation planning so that land development patterns support mobility choices and reduced trip lengths.*
- *Policy H1.3: Review ordinances, codes, regulations and the permitting process for the purpose of eliminating excessive and overlapping requirements and resolving conflicting requirements and amending or adding other requirements in order to increase private sector participation in meeting housing needs, while continuing to insure the health, welfare and safety of the residents.*
- *Policy H13.5: The City's LDRs shall continue to support mixed-income housing in or near employment centers and recognize the positive fiscal impacts in transit-accessible, high density locations.*
- *Policy H13.6: The City shall encourage higher density development in its Planned Redevelopment future land use map categories through implementation of the LDRs. This type of development will help reduce GHGs and minimize carbon footprints.*
- *Policy T1.6: The City shall support high-density mixed-use developments and redevelopments in and adjacent to Activity Centers, redevelopment areas and locations that are supported by mass transit to reduce the number and length of automobile trips and encourage transit usage, bicycling and walking.*
- *Policy CM10B: The City shall direct population concentrations away from known or predicted coastal high hazard areas consistent with the goals, objectives, and policies of the Future Land Use Element.*

LAND USE IMPACT ANALYSIS

Potential facility impacts anticipated by the proposed density changes to the Community Redevelopment District (CRD) pertaining to the Grand Central District, Planned Redevelopment – Mixed Use (PR-MU), and Planned Redevelopment – Commercial (PR-C) Future Land Use designations are identified below based on the adopted Level of Service (LOS) standard. The LOS analysis concludes that the City maintains a substantial excess capacity for potable water, sanitary sewer, solid waste, drainage and recreation to support the proposed density increase. Upon application for site plan review, or development permits, a full concurrency review will be completed to determine whether or not the proposed development may proceed. The property owner must comply with all laws and ordinances in effect at the time development permits are requested.

Population Analysis

Potential density increases for the CRD, PR-MU and PR-C land use designations resulting from the proposed changes is calculated below and further broken down into High (100%), Medium (75%) and Low (50%) percentages. With a current functional population of **285,991** the proposed amendments represent the ability for the city to accommodate a potential population percentage increase of 19% at a high estimate, 15% increase at a medium estimate and 10% increase at a low estimate.

Population Analysis							
Future Land Use Category	**Existing Density**	**Proposed Density***	**Change**	**Potential Acres**	**Unit Estimate**	**Occupancy Rate**	**Potential Population**
CRD*	60	150	90	44	3,960	1.5	5,940
PR-C*	55	60	5	467	2,335	1.5	3,503
PR-MU*	24	45	21	488	10,248	1.5	15,372
Premium	30	60	30	98	2,940	1.5	4,410
Primary	30	55	25	299	7,475	1.5	11,213
Secondary	30	50	20	275	5,500	1.5	8,250
Supporting	30	45	15	320	4,800	1.5	7,200
						Totals 100%	**55,887**
						75%	**41,915**
*only when outside of the CHHA and abutting a major street						**50%**	**27,944**

St. Petersburg is currently growing at a medium rate according to the University of Florida Bureau of Economic and Business Research and based on this growth, it is projected that by 2050 the City's population will be between 327,000 and 367,000 residents representing an increased range of 48,000 to 90,000 new residents. Assuming 1.5 residents per multifamily residential unit, the projected population growth will create an annual housing unit demand of 1,231 to 2,307 additional units per year.

Potable Water

Under the existing inter-local agreement with Tampa Bay Water (TBW), the region's local governments are required to project and submit, on or before February 1st of each year the anticipated water demand for the following year. TBW is contractually obligated to meet the City's and other member government's water supply needs. The City's adopted LOS standard is 125 gallons per capita per day (gpcd), while the actual current usage equates to approximately 74 gpcd. The City's overall potable water demand is approximately 28 million gallons per day (mgd), while the systemwide capacity is 68 mgd. With only

41% of capacity systemwide currently being used, there is excess water capacity to serve the amendment areas.

Sanitary Sewer

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

The City owns and operates almost 900 miles of gravity sanitary sewer, and 82 lift stations to transfer wastewater to three Water Reclamation Facilities (WRFs). The Northeast, Southwest and Northwest WRFs provide the required wastewater treatment to meet regulatory requirements and produce reclaimed water for the City's reclaimed water distribution systems. The City's average annual daily flow (AADF) rate of all three reclamation facilities for calendar year (CY) 2022 is 34.21 mgd. The aggregate sanitary sewer system's permitted treatment capacity is 56.0 mgd, resulting in an estimate unused available capacity of 21.79 mgd. Therefor, 39% of the City's existing wastewater facilities have the capacity necessary to accommodate the additional average annual daily flows from the proposed density and population increase and each facility has the capability to expand their permitted capacity if needed to accommodate future growth.

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

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

Drainage

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

The City's existing Stormwater Management Master Plan (SWMP) contains detailed information on the 26 basins that comprise the stormwater management area. An update to the plan is currently underway with the assistance of cooperative funding from SWFWMD. The City's commitment to upgrading the capacity of stormwater management systems is demonstrated by continued implementation of the SWMP, the Stormwater Utility Fee and capital improvement budgeting for

needed improvements. The City is in the final phase of the Master Plan of which a draft final report is expected before the end of calendar year 2023.

The City continues to demonstrate its commitment to funding stormwater drainage system improvements. In 2017, the Stormwater Utility Fee approved by Council was a flat fee of $10.00 per month for each single-family residential parcel. In FY 2019 the fee was increased to $11.00 per month. Recognizing the impact of parcel and building size on stormwater drainage, the City approved a tiered rate system in FY 2020 at the rates of $4.99, $9.93, $15.59 and $23.27 for tiers 1, 2, 3 and 4 respectively. The new tiered rates included a 9.09% overall rate increase which was recommended in the FY 2020 Revenue Sufficiency Analysis. Subsequent fiscal year rate increases of 10.07% in FY21, 16.01% in FY22, 15.00% in FY23, and 8.50% in FY24 were adopted resulting in rates of $7.95, $15.82, $24.85, and $37.07 across tiers 1, 2, 3 and 4, respectively.

Solid Waste

Solid waste collection is the responsibility of the City, while solid waste disposal is the responsibility of Pinellas County. The City and the County have the same designated LOS of 1.3 tons per person per year. The County currently receives and disposes of municipal solid waste generated throughout Pinellas County. All solid waste disposed of at Pinellas County Solid Waste is recycled, combusted or buried at the Bridgeway Acres sanitary landfill. The City and County's commitment to recycling and waste reduction programs, and the continued participation of residents and businesses in these programs, have assisted in keeping down the actual demand for solid waste disposal, which continues to extend the life span of Bridgeway Acres Sanitary Landfill. The landfill is expected to remain in use for approximately 80 years, based on current design (grading) and disposal rates. Thus, there is excess solid waste capacity to support the proposed density increase.

Mobility

The statutory provisions for transportation concurrency were rescinded in 2011. In the absence of state-mandated transportation concurrency, the City continues to monitor the LOS for motor vehicles on major roadways and the availability of transit service for site impact review and transportation planning purposes. The majority of City roadways are operating at a low level of congestion and within the previously adopted LOS standard of "D" or better. The City continues to work with the Pinellas Suncoast Transit Authority (PSTA) to provide additional transit service in support of City growth as demonstrated with the successful implementation of SunRunner Bus Rapid Transit (BRT) service.

Recreation

The City has adopted a LOS standard of 9 acres of useable recreation and open space per 1,000 population. However, the City enjoys an estimated 26.4 acres per 1,000 permanent and seasonal residents. With a LOS approximately three times the adopted standard, there is excess capacity to support the proposed density increase.

PUBLIC NOTICE

Public hearing notice was published in the Tampa Bay Times on October 25, 2023, in accordance with Florida Statutes, Section 163.3174(1).

PUBLIC HEARING PROCESS

The proposed ordinance associated with the Comprehensive Plan text amendment requires one (1) public hearing before the Community Planning & Preservation Commission (CPPC) and two (2) City Council public hearings. The amendment will also be transmitted for expedited state, regional and county review. Forward Pinellas will review the Comprehensive Plan text amendment for consistency with the Countywide Rules in tandem with the associated amendments to the Land Development Regulations. Public hearings before the

Forward Pinellas and Countywide Planning Authority boards will be required due to the amendments pertaining to the Activity Center Overlay.

RECOMMENDATION

Staff recommends that the Community Planning and Preservation Commission, in its capacity as the Local Planning Agency, make a finding of consistency with the Comprehensive Plan and recommend to City Council **APPROVAL** of the Comprehensive Plan text amendments described herein.

REPORT PREPARED BY:

Britton Wilson *10/31/2023*

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

REPORT APPROVED BY:



10/31/2023

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

ATTACHMENTS

1. Draft Ordinance containing proposed Comprehensive Plan text amendments
2. Commercial Corridors and SunRunner Corridor/Station Areas Map
3. SunRunner Rising Special Area Plan
4. Public Comments

ORDINANCE 5XX-H

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA AMENDING ITS COMPREHENSIVE PLAN; AMENDING CHAPTER 1 GENERAL INTRODUCTION DATA AND ANALYSIS; AMENDING CHAPTER 3, FUTURE LAND USE ELEMENT, PERTAINING TO COMMERCIAL CORRIDORS AND SUNRUNNER CORRIDOR / STATION AREAS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 163, Florida Statutes, established the Community Planning Act; and

WHEREAS, consistent with the requirements of the Community Planning Act, the City of St. Petersburg has adopted a Comprehensive Plan to establish goals, objectives and policies to guide the development and redevelopment of the City; and

WHEREAS, the City Administration has initiated text amendments to the Comprehensive Plan pertaining to commercial corridors and SunRunner corridor/station areas; and

WHEREAS, the Community Planning & Preservation Commission of the City has reviewed the proposed amendments to the Comprehensive Plan at a public hearing on November 7, 2023, and has recommended _____; and

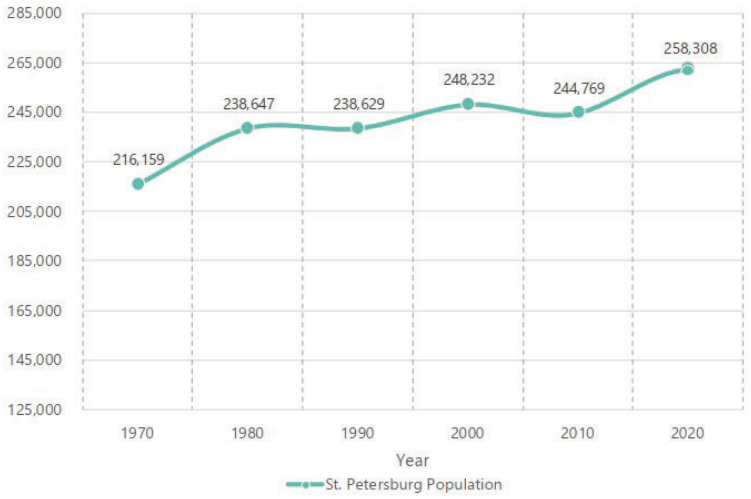
WHEREAS, the City Council, after taking into consideration the recommendations of the Community Planning & Preservation Commission and the City Administration, and the comments received during the public hearing conducted on this matter, finds that the proposed amendments to the Comprehensive Plan are appropriate; now, therefore

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

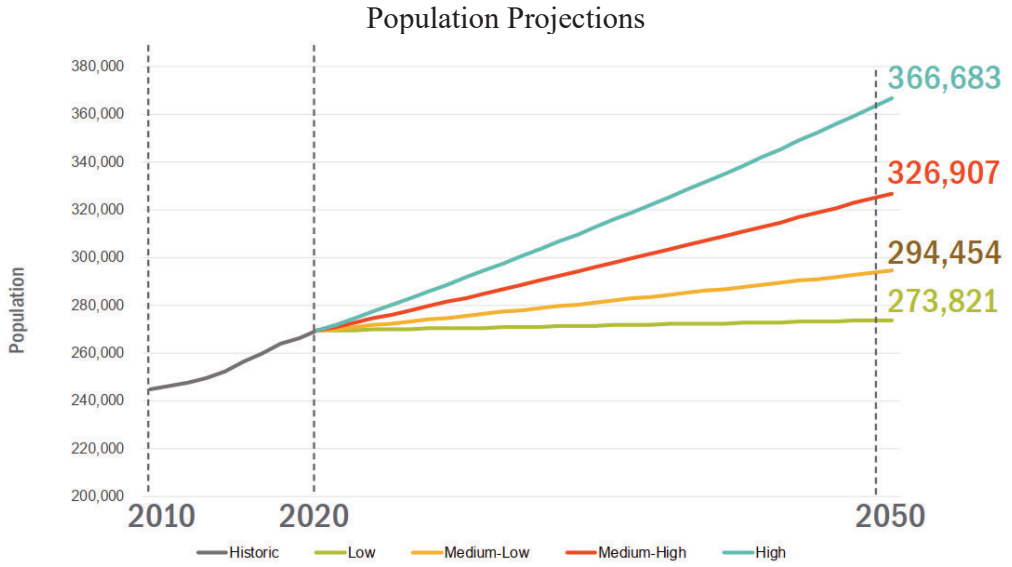
Section 1. Chapter 1, General Introduction pertaining to data and analysis of the St. Petersburg Comprehensive Plan is hereby deleted and replaced to read as follows:

Population Changes and Projected Growth:
St. Petersburg's rate of population growth has varied in the last two decades. In recent years, the city has experienced an annualized growth rate of approximately 1%. There were slightly more than 258,000 city residents reported in the 2020 U.S. Census and American Community Survey. The below graph shows the historic population growth for the past fifty years. The overall population has grown by approximately 42,000 residents, which represents a 19% population increase since the 1970 U.S. Census.

Historic Population Growth



Based on past trends, the growth projection for St. Petersburg is in a range between 0.6% and 1.0% of new residents per year. Therefore by 2050, it is anticipated that the city could have between 327,000 and 367,000 residents. This reflects an overall potential increase of 68,000 to 108,000 residents or 2,266 to 3,600 additional residents per year. The below graph shows the range of population projections from low (source: Southwest Florida Water Management District), medium-low (source: Forward Pinellas, the Pinellas County Metropolitan Planning Organization), medium-high (source: StPete2050 and Landwise Advisors), and high (University of Florida Bureau of Economic and Business Research).



Section 2. Chapter 3, Future Land Use Element, ISSUE: Conceptual Land Use Pattern, of the St. Petersburg Comprehensive Plan is hereby amended to read as follows:

The conceptual land use pattern in this Future Land Use Element is based on the 1974 Conceptual Plan, the 1977 and 1983 Land Use Plans, ~~and~~ the 2006 future land use map amendments which were

developed in conjunction with the Land Development Regulation rewrite ~~for St. Petersburg~~ and the St.Pete2050 Plan. Those Plans outlined the overall structure and form of urban development in St. Petersburg including the key conceptual component: concentration of intense development in activity centers.

Section 3. Policy LU2.1, of the St. Petersburg Comprehensive Plan is hereby amended to read as follows:

LU2.1 To facilitate compact urban development the City shall adopt the following activity centers as part of this Land Use Plan:

1. Gateway	~~4. Central Plaza~~ SunRunner BRT	~~7~~. 6. Innovation District
2. Intown	~~5. Central Avenue Corridor~~	
3. Tyrone	~~6~~. 5. Skyway Marina District	

Section 3. Policy LU3.1, of the St. Petersburg Comprehensive Plan is hereby amended to read as follows:

The Future Land Use Element contains the following categories:
A. Residential Categories [unchanged]
B. Commercial and Mixed Use Categories [unchanged]

1. Residential/Office General (R/OG) - Allowing mixed use office, office park, research and development, and medium density residential up to a floor area ratio of 0.5 and a net residential density of 15 dwelling units per acre. When located within an activity center the net maximum residential density may increase to 30 units/acre and the maximum floor area ratio to 1.0. Personal/office service uses are not to exceed 5,000 square feet in floor area; and no combination of such uses in any single multi-tenant building or, in the alternative, any group of buildings that are integral to and function as part of a unified project, shall exceed ten (10) percent of the total area of said buildings. Residential equivalent uses are not to exceed 3 beds per dwelling unit. Accessory dwelling units are permitted and may be excluded from the residential density calculation when accessory to a single-family dwelling unit, in accordance with the Land Development Regulations (LDRs). An ancillary non-residential use which exceeds three (3) acres, a transportation/utility use which exceeds three (3) acres, or an institutional use (except public educational facilities which are not subject to this threshold) which exceeds five (5) acres, whether alone or when added to existing contiguous like use(s), shall require a Future Land Use map amendment that shall include such use and all contiguous like uses.

2. [unchanged]
3. [unchanged]

C. Industrial Category

1. **Industrial Limited (IL)** - Allowing a mixture of light industrial, industrial park, office park uses with a floor area ratio up to 0.65. Transient Accommodation Uses shall not exceed 40

units per acre. Alternative uses, floor area ratio and density may be allowed when associated with a Target Employment Center (TEC) Overlay. A buffer shall be provided between land designated Industrial Limited and adjoining residential classifications. Retail and Personal/Office Service Support uses alone or when added to existing contiguous like uses which exceed or will exceed three (3) acres shall require a land use plan amendment, which shall include such use and all contiguous like uses. Public/ Semi-Public (except public educational facilities which are not subject to this threshold), Ancillary Non-Residential, Commercial Recreation, Commercial/Business Service or Transient Accommodation uses, alone or when added to existing contiguous like uses which exceed or will exceed five (5) acres shall require a land use plan amendment, which shall include such use and all contiguous like uses. The three (3) and five (5) acre thresholds shall not apply for planned industrial/mixed use projects which comprise not less than 100 acres. Planned industrial mixed/use projects may include Public/Semi-Public, Ancillary Non-Residential, Retail, Personal/Office Service, Transient Accommodation, Residential and Commercial Recreation uses subject to the following:

a. For projects, 100 acres or more in size, the Public/Semi-Public, Ancillary Non-Residential, Retail, Personal/Office Service, Transient Accommodation and Commercial Recreation uses shall not exceed ten (10) acres;

b. A planned industrial/mixed use project that does not include residential uses shall be subject to a master site plan which provides for unified control of the entire project;

c. The Public/Semi-Public, Ancillary Non-Residential, Retail, Personal/Office Service, Transient Accommodation and Commercial Recreation uses shall be integral to, oriented within and function as part of the mixed use project as distinct from free-standing, unrelated out-parcel type uses or strip commercial development.

2. **Industrial General (IG)** - Allowing a mixture of light or heavy industrial and industrial park uses with a floor area ratio up to 0.75. Alternative uses, floor area ratio and density may be allowed when associated with a Target Employment Center (TEC) Overlay. A buffer shall be provided between land designated Industrial General and adjoining plan classification other than Industrial or Transportation/Utility. Public/Semi-Public or Ancillary Non-Residential Uses, alone or when added to existing contiguous like uses which exceed or will exceed five (5) acres shall require a land use plan amendment which shall include such use and all contiguous like uses. Office, Retail Uses, Commercial Recreation, Commercial/Business Service and Personal/Office Service, shall be allowed as accessory uses within the structure to which it is accessory and shall not exceed 25% of the floor area of the principal use to which it is accessory. An outdoor performing arts venue shall be a Commercial Recreation use with no acreage limitation and shall not be required to be accessory to any other use.

D. Public/Semi-Public Categories [unchanged]

E. Special Designations

1. – 4. [unchanged]

5. **Community Redevelopment District (CRD)** - It is the purpose of this category to provide for the unique and specific needs of those community and neighborhood areas that are planned for redevelopment and revitalization. Application of this district shall require that a Special Area Plan be adopted by City Council and approved by the Countywide Planning Authority (CPA). A brief description of the purpose and intent of the area plan, that includes the intended mix of land uses and densities or intensities of uses, and any consideration or protection of historical/archeological resources shall be referenced in the Future Land Use Element at the time the CRD designation is applied to the redevelopment area. Accessory dwelling units are permitted and may be excluded from the residential density calculation when accessory to a single-family dwelling unit, in accordance with the Land Development Regulations (LDRs).
The following are the adopted CRD areas in St. Petersburg and are hereby referenced as follows:

c. The Grand Central District. In accordance with the ~~adopted~~ ~~Central Avenue Tomorrow Plan and the Central Avenue Revitalization Plan~~ Sunrunner Rising Development Study and the Grand Central Master Plan, the City's *vision* for this area is an urban ~~village~~ development pattern occurring within a pedestrian and transit supportive environment that includes a compatible mix of residential, office and commercial uses. There are significant historical features that are recommended for enhancement and protection, through design guidelines, reconstruction of the traditional streetscape and preservation of historic structures. The highest densities and intensities are intended for the ~~Village Core~~ Central Avenue corridor and around the Sunrunner Urban stations ~~area~~ transitioning to lower densities and intensities adjacent to single family residential neighborhoods.

~~Range of maximum~~ Residential densities: ~~40 to 60~~ a maximum of 150 units per acre
~~Range of maximum~~ Nonresidential intensities: ~~1.5 to 2.5~~ a maximum of 5.0 F.A.R

6. – 7. [unchanged]

8. ~~Transit Oriented Development (TOD) Overlay – The TOD Future Land Use Map Overlay shall be applied to premium transit stations. The specific station types and density/intensity ranges are set forth in Table 1, City of St. Petersburg, Premium Transit Station Area Typologies, in accordance with Policy LU28.3.~~ Reserved

9. **Target Employment Center (TEC) Overlay** - Overlaying the future land use designations of those areas, not less than 100 acres in size, that are now developed or appropriate to be developed in a concentrated and cohesive pattern to facilitate employment uses of countywide significance. Permitted uses and density/intensity standards shall be as per the underlying future land use categories, with a 100 percent intensity bonus for manufacturing, office and research/development uses.

a. SunRunner TEC-local at the 22nd Street Station– Located over Industrial Traditional (IT) zoned land located south of 1st Avenue South, east of 24th Street, and north and west of Interstate 275, where alternative permitted uses and density/intensity standards may be established in accordance with the SunRunner Rising Development Study/Special Area Plan through adoption of Land Development Regulations specifying standards related to density, intensity, height, urban form, and public realm. The LDRs will provide provisions to incentivize and retain small-scale manufacturers and artisan uses and address continued need for industrial and warehouse space. Target Employment uses are required to be developed concurrently with or before all other non-Target Employment Uses. The established boundary is reflected as a zoning overlay.

F. Planned Redevelopment Categories

1. Planned Redevelopment – Residential (R) [unchanged]

2. **Planned Redevelopment – Mixed Use (MU)** - Allowing mixed use retail, office, service and medium density residential uses not to exceed a floor area ratio of 1.25 and a net residential density of 24 dwelling units per acre~~;~~. However, when located outside of the Coastal High Hazard Area, a floor area ratio of up to 2.5 to 4.0 and a net residential density of 45 to 60 dwelling units per acre may be allowed subject to the maximum allowance of the Multimodal Corridor Subcategory and only when abutting a major street as depicted on the Future Major Streets Map (Map 20), Missing Middle Housing at a maximum density of 30 dwelling units per net acre is permitted, in accordance with the Land Development Regulations (LDRs) and special area plan. Accessory dwelling units are permitted and may be excluded from the residential density calculation, in accordance with the LDRs. Higher densities and intensities are acceptable within activity centers but not exceeding a floor-area-ratio or a net residential density as established in the redevelopment plan or special area plan. Residential equivalent uses are not to exceed 3 beds per dwelling unit and transient accommodation uses shall not exceed 45 units per acre. An ancillary non-residential use which exceeds three (3) acres, a transportation/utility use which exceeds three (3) acres, or an institutional use (except public educational facilities which are not subject to this threshold) which exceeds five (5) acres, whether alone or when added to existing contiguous like use(s), shall require a Future Land Use Map amendment that shall include such use and all contiguous like uses. Research/Development, Commercial Recreation, and Light Manufacturing/ Assembly (Class A) uses shall be allowed in this plan category only on the basis of and pursuant to local government standards which address, as a minimum, the following criteria in relationship to the nature of the proposed use: neighboring uses and the character of the commercial area in which it is to be located; noise, solid waste and air quality emission standards; hours of operation; traffic generation; and parking, loading, storage and service provisions.

3. **Planned Redevelopment – Commercial (C)** - Allowing the full range of commercial and mixed uses including retail, office, service and high density residential uses not to exceed a floor area ratio of 1.25 and a net residential density of 55 dwelling units per acre;

however, when located outside of the Coastal High Hazard Area, a floor area ratio up to 2.5 to 4.0 and a net residential density of up to 60 dwelling units per acre may be allowed subject to the maximum allowance of the Multimodal Corridor Subcategory in accordance with the Land Development Regulations (LDRs) and special area plan. Higher densities and intensities are acceptable within activity centers but not exceeding a floor area ratio or a net residential density as established in the redevelopment plan or special area plan. Residential equivalent uses are not to exceed 3 beds per dwelling unit and transient accommodation uses shall not exceed 55 units per acre. Institutional and transportation/utility uses, alone or when added to existing contiguous like uses, which exceeds or will exceed five (5) acres shall require a Future Land Use Map amendment that shall include such use and all contiguous like uses. Research/Development and Light Manufacturing/Assembly (Class A) uses shall be allowed in this plan category only after the nature of the proposed use has been determined and the following criteria are considered: neighboring uses and the character of the commercial area in which it is to be located; noise, solid waste, hazardous waste and air quality emission standards; hours of operation; traffic generation; and parking, loading, storage and service provisions.

G. Table Showing Countywide Plan Map Categories and Corresponding Future Land Use Map Categories [unchanged]

Section 3. Objective LU19, of the St. Petersburg Comprehensive Plan is hereby amended to read as follows:

To provide a transportation system that is integrated with the Future Land Use Plan, the City shall implement the goals, objectives and policies of the Transportation Element. In addition, the SunRunner Rising Development Study was accepted by City Council on April 4, 2022, and is adopted by reference as the SunRunner Rising Special Area Plan associated with the Transit Oriented Development (TOD) near and around SunRunner station areas and along the Central Avenue corridor necessary to support the continued success of this valuable community resource. The Study was a joint effort between the City of St. Petersburg, Pinellas Suncoast Transit Authority (PSTA), and Forward Pinellas intended to assist the cities of St. Petersburg, South Pasadena, and St. Pete Beach by providing community-supported land use strategies, equitable economic development plans and programs, and a county-wide framework for TOD in Pinellas County.

Section 3. ISSUE: Transit Oriented Development (TOD), of the St. Petersburg Comprehensive Plan is hereby deleted:

~~**ISSUE: Transit Oriented Development (TOD)**~~

~~Transit Oriented Developments (TODs) are moderate to high density, mixed-use, walkable developments designed to maximize access to public transportation. A transit-oriented development neighborhood typically has a center with a train station, trolley stop, or bus station surrounded by relatively high-density development with progressively lower-density development spreading outward from the center, typically within 1/2 mile of the stop or station, a distance most pedestrians are willing to walk. A TOD often incorporates features to encourage transit ridership, such as interconnected street networks, bicycle and pedestrian facilities, and street-oriented site~~

design. This form of development optimizes use of the transit network and maximizes pedestrian accessibility. Successful TOD provides a mix of land uses and densities that create a convenient, interesting and vibrant community.

TODs are often planned as single station areas or development sites. However in creating effective TOD policies and guidelines, it is important to plan for TOD within the context of the existing or future transit system as a whole. Depending upon the transit technology anticipated (e.g. premium bus, bus rapid transit, light rail, or commuter rail), the density and mixture of uses may vary from station area to station area. The development patterns may also vary in response to transit station area spacing. For example, if a high frequency light rail system is being planned with multiple stops located every one mile along a single corridor, the mixture of uses and development intensity may vary from station to station along that corridor. This type of system would lend itself to planning for transit corridors or transit districts. If a TOD is instead being planned along a commuter rail line with stations located five to ten miles apart, the development patterns within the one-half mile radius of each station area are likely to be the focus.

Benefits of Transit Oriented Development

The benefits of TOD go beyond maximizing transit ridership potential. TODs by design are pedestrian friendly, less land consumptive and more accessible due to the proximity of multiple uses and the accommodation of multiples modes of transportation. Multiple destinations are often located within close proximity to one another, thereby adding convenience and providing time and cost savings. Higher density/intensity developments may also provide more housing choices and support housing affordability. Businesses located in TODs can optimize the use of land and building space while at the same time increasing accessibility to their clients and workforce, thereby resulting in more efficient operating costs.

Moderate to high density mixed use developments create opportunities to live, work and shop in close proximity and ultimately promote greater transportation choices. TODs create strong jobs-to-housing balances, decrease dependence on single occupant auto trips and reduce parking requirements, all resulting in reductions to area-wide vehicle miles traveled (VMT) and supporting energy conservation. Public transit, combined with reduced private automobile usage, reduces the consumption of fossil fuels and the potential emission of greenhouse gases. The increased convenience, accessibility, and available amenities resulting from the close proximity of multiple diverse uses reduce travel cost and time for residents and employees. Access to transit and other modes of transportation results in increased mobility, especially for the transportation disadvantaged population, and reduced household costs for auto ownership and operation. Transit provides access to a larger employment pool, resulting in higher productivity for businesses. Decreased dependence on private automobiles reduces parking requirements and enhances development opportunities.

GOAL:

Create well-designed, transit oriented development to allow residents, visitors and tourists to travel to a variety of places without using a personal vehicle, to provide direction for developing and

redeveloping properties around transit stations in a way that makes it convenient for people to use transit, and to incorporate the land use and economic development criteria outlined in the Federal Transit Administration (FTA) New Starts Planning and Development Process.

OBJECTIVE LU27:

To plan for and accommodate transit oriented development (TOD) around transit stations that are part of a premium transit system as established in the Pinellas County Metropolitan Planning Organization's (MPO) Long-Range Transportation Plan. Transit stations will be located along the route (or routes) identified at the conclusion of the Pinellas Alternatives Analysis, with the specific station locations determined through a multi-agency joint planning process as part of the Pinellas Alternatives Analysis and Bay Crossing Alternatives Analysis, and other similar transit planning activities.

Policies:

LU27.1 The City will actively participate in the preparation of all Alternative Analysis projects in Pinellas County, and other similar transit planning activities, including coordinating and cooperating with federal, state, regional and local agencies such as the Pinellas County MPO, Pinellas Suncoast Transit Authority (PSTA), Florida Department of Transportation (FDOT), Tampa Bay Area Regional Transportation Authority (TBARTA) and local jurisdictions, to ensure that the analysis of costs, benefits and impacts of the identified transportation alternative(s) results in a project that is eligible for FTA New Starts funding.

LU27.2 In order for TOD to achieve its full potential to create well-designed, livable mixed-use urban communities, improve the City's economic well-being, and contribute to energy conservation by establishing energy efficient land use patterns, the following principles will guide the planning, design, and development of TOD:

Coordination, Economic Development and Implementation

1) Plan for TOD in accordance with the requirements of the Federal Transit Administration New Starts planning and development process and evaluation criteria.

2) Recognize that each station area around a premium transit station is different and that each station area is located within its own unique context and serves a defined purpose in the context of the transit corridor and the regional transit system.

3) Strive to make TOD realistic, economically viable and valuable by conducting a location-based market analysis for development projections to identify land use mix and density/intensity of uses.

4) Consider Pinellas County's and the City's target industries when planning for station areas and their surrounding area of influence and create strategies for attracting those employers.

5) Introduce creative parking strategies within TODs, account for the actual costs of parking, and reduce, as possible, the space required for parking.

6) Identify possible implementation strategies for TOD, which may include regulatory requirements, incentives, funding, public-private partnerships, joint/shared facilities, environmental remediation and property aggregation.

7) Establish a method for preparing Station Area Plans, coordinated by government agencies which engage multiple stakeholders, especially the public.

   a) Station Area Plans should be based on existing conditions, neighborhood context, station area types, redevelopment vision, concept plan, market research and development projections.

   b) Station Area Plans should use an appropriate mix of zoning requirements, urban design standards, pedestrian and bicycle access plans, public infrastructure improvements, signage plan, public realm and open space plans, parking accommodations and implementation plans.

8) Recognize the need for jurisdictions to work together toward common goals and commit to mutually beneficial partnerships.

9) Consider the land use impacts of transit routes and station locations throughout all steps in the transit planning process.

Land Use

1) Create walkable, moderate to high density, mixed use developments located within approximately ½ mile of public transit stops or stations to support transit ridership.

2) Provide greater flexibility for mixing uses and achieving a higher density/intensity of development.

3) Promote a variety of housing types for a wide range of ages and incomes within station areas.

4) Identify, and implement as reasonably possible, station area types that address transit technology, community character, density/intensity and mix of land uses, housing mix, and building heights.

5) Provide active uses such as retail and office on the ground floor of buildings, including parking garages.

6) Promote uses that serve the daily needs of residents, commuters and visitors.

~~Mobility~~

~~1) Make pedestrian and other alternative modes of transportation, including, but not limited to, bicycle transportation, bus transit, and rail transit, the focus of the TOD development strategy without excluding automobiles.~~

~~2) Create continuous, direct, safe, and convenient transit and pedestrian linkages, including walkways between principal entrances of buildings and to adjacent lots.~~

~~3) Provide park and ride lots where appropriate.~~

~~4) Accommodate local and regional multimodal connections for multiple types of transportation, including, but not limited to, trains, buses, bicycles, cars, ships, boats, aircraft and taxicabs, and alternative modes of transportation.~~

~~5) Consider the trade-offs between mobility needs (e.g. frequency, speed) and the desire for economic development with regard to the location and number of stations.~~

~~Community Design~~

~~1. Use urban design to create a sense of place and to enhance the community identity of station areas and to make them attractive, safe, accessible and convenient places.~~

~~2. Create active places and livable communities that promote a sense of belonging and ownership.~~

~~3) Include engaging, high quality public spaces and amenities that function as organizing features and gathering places for the neighborhood.~~

~~4) Provide for appropriate transitions in densities, intensities and building heights between TOD and surrounding lower density development (e.g. single-family neighborhoods).~~

~~5) Incorporate sustainable technologies, where technologically and economically feasible, in station design and operations, such as in lighting, signage, audio/visual, cooling, waste management and stormwater systems.~~

~~6) Develop graphic wayfinding systems within station areas to assist visitors and tourists with navigation.~~

~~7) Make safety, with the emphasis on pedestrian, bicycle and Americans with Disabilities Act (ADA) access, a key focus of the TOD development strategy.~~

8) Design should appreciate and respond to the challenges of the Florida climate through building orientation and design and through design features and amenities that protect the pedestrian from rain and sun.

Community Quality and Health

1) Implement TOD development strategies as a means to improve air quality and contribute to improved health benefits through reduction of vehicular air pollution emissions and increased pedestrian and cycling opportunities.

2) Implement TOD development strategies to promote energy efficient land use patterns, to reduce greenhouse gas emissions, and to preserve or improve energy conservation features, such as an existing mature tree canopy and native landscaping.

OBJECTIVE LU28:

To apply the TOD Future Land Use Map Overlay to premium transit station locations.

Policies:

LU28.1 Within two years of the completion of the Pinellas Alternatives Analysis, the TOD Future Land Use Map Overlay will be applied to premium transit stations. An amendment to the Future Land Use Map will be processed by the City to formally identify the station locations and apply the development potential for that station type pursuant to Table 1, City of St. Petersburg, Premium Transit Station Area Typologies.

LU28.2 The TOD Future Land Use Map Overlay will permit transit-oriented development within a ½ mile radius, measured from the center of the transit station platform.

LU28.3 The specific station types and density/intensity ranges for the TOD Future Land Use Map Overlay will be as listed in Table 1, titled City of St. Petersburg, Premium Transit Station Area Typologies.

Table 1
City of St. Petersburg
Premium Transit Station Area Typologies

Station Type	**Density**	**FAR**	**Building Height**	**Transit System Functions**	**Land Use Function**
Downtown Urban Core	CBD: Range: 2.0 to 8.0 (floor area ratio), except as provided	CBD: Range: 2.0 to 8.0, except as provided for in the land	Governed by FAA Height Limits and the f.a.r.	Intermodal facility/transit hub. Major regional inter-regional destination with high quality local	Major employment center; retail, residential and office uses; mid-to-high-rise office and

	~~for in the land development regulations~~	~~development regulations~~		~~transit feeder connections.~~	~~condominium buildings; cultural, civic and entertainment opportunities~~
~~Regional Center~~	~~40 to 60 du/ac~~	~~Range: 2.5 to 5.0~~	~~4 to 20 stories~~	~~Regional destination. Linked with high quality local transit feeder connections and served by Park-n-Ride facilities.~~	~~Moderate to high density/intensity mix of residential and commercial uses; regional employment center~~
~~Community Center~~	~~15 to 40 du/ac~~	~~Range: 1.5 to 3.0~~	~~2 to 8 stories~~	~~Local transit feeder system with walk-up stations, limited park & ride.~~	~~Subregional or local center of mixed-use activity (Main Street); mix of low-to-mid-rise multifamily residential.~~
~~Neighbor-hood Center~~	~~10 to 20 du/ac~~	~~Range: 0.5 to 1.5~~	~~1 to 5 stories~~	~~Local transit feeder system with walk-up stops with limited park & ride.~~	~~Residential; neighborhood retail and office services; low rise residential.~~
~~Park & Ride~~	~~5 to 15 du/ac~~	~~Range: 0.5 to 1.0~~	~~1 to 3 stories~~	~~Capture station for in-bound commuters. Large Park & Ride with local and express bus connections.~~	~~Residential; mix of office and retail uses to serve daily needs~~

~~LU28.4 No increase in the maximum permitted density on the Future Land Use Map shall be allowed for any portion of a TOD Overlay area located within the Coastal High Hazard Area (CHHA).~~

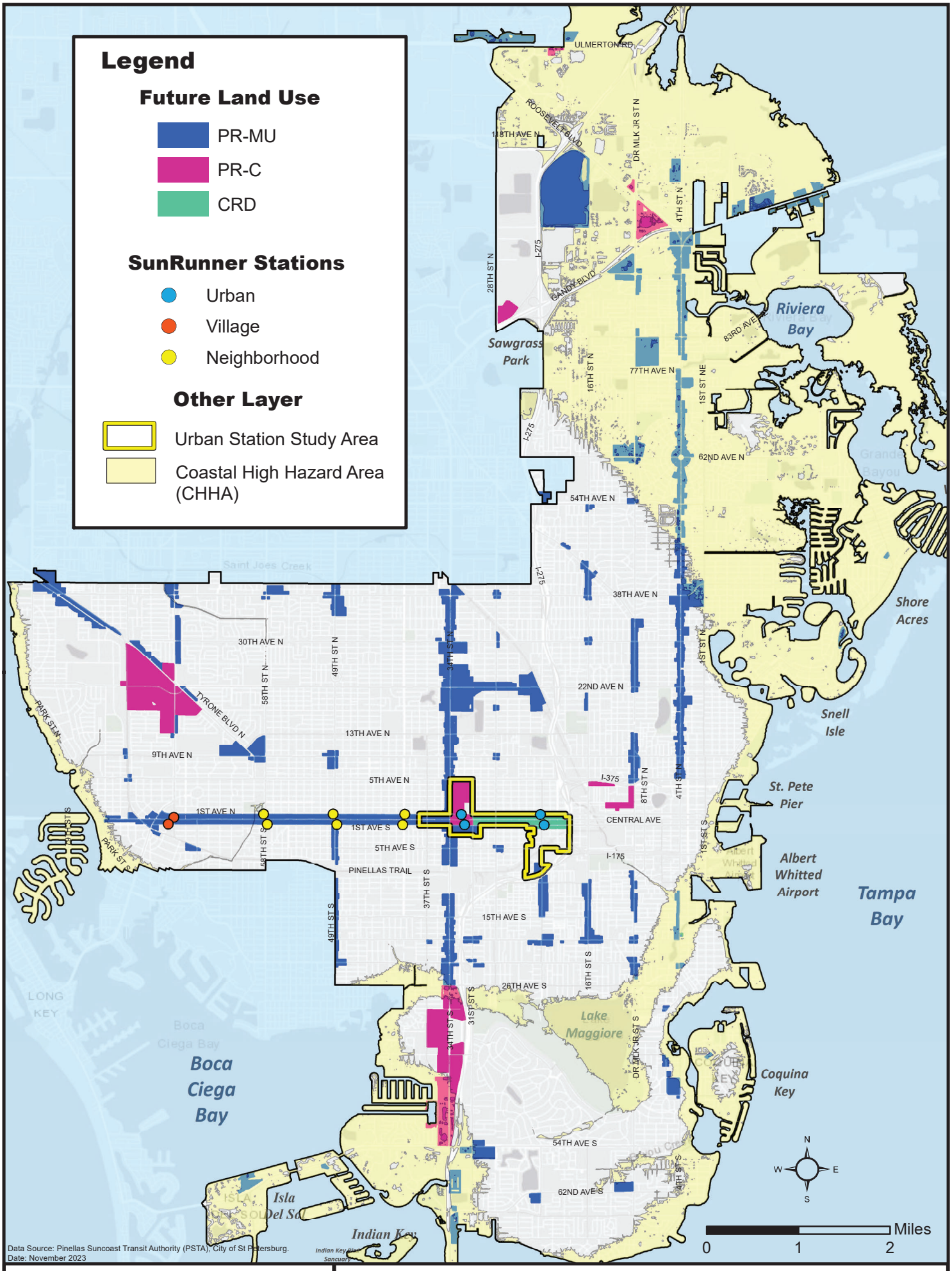
Section 4. COMPLIANCE WITH § 166.041(4), FLORIDA STATUTES. This ordinance is enacted to implement Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits. Therefore, a business impact estimate was not required and was not prepared for this ordinance.

Section 5. 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.

Section 6. Severability. The provisions of this ordinance shall be deemed severable. If any provision of this ordinance is determined to be unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provisions of this ordinance.

Section 7. Effective Date. In the event this Ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth 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.

*/s/:*_____
City Attorney (Designee)



Data Source: Pinellas Suncoast Transit Authority (PSTA), City of St Petersburg.
Date: November 2023

Planning and Development Services
City of St. Petersburg

Commercial Corridors and SunRunner Corridor/Station Areas

Draft: SunRunner Rising Special Area Plan

Forward Pinellas Tier II Countywide Plan Map Amendment for TEC-Local Area

Table of Contents

OVERVIEW 4

SECTION 1: EXISTING CONDITIONS 4

- Area History and Context 4
- Urban Form 5
- Public Realm 6
- Existing Land Uses and Open Space 7
- Zoning 7
- Area Mobility Networks 8
- Demographic, Housing, and Jobs Profile 8
- Equity Assessment 8
  - Vulnerability to Displacement 9
  - Access to Opportunity 9
  - Jobs and Housing Diversity 10
  - Transit Dependency 10
- Infrastructure Assessment 11
  - Existing Utility Infrastructure 11
  - Roadway and Bike/Ped Crashes 12
  - Roadway Level of Service 12
- Opportunities, Constraints, and Focus Areas 13
  - Opportunities 13
  - Constraints 13

SECTION 2: AREA FRAMEWORK 14

- Area Goals 14
- Guiding Principles and Themes 14
  - Warehouse Arts District and Deuces Live Action (WADA) Plan 14
  - South St. Petersburg Community Redevelopment Plan 17
  - Target Employment and Industrial Land Study Update 17

SECTION 3: FRAMEWORK ANALYSIS AND DISTRICT MASTER PLAN 19

- Urban Form 19
- Public Realm 19
- Connectivity 19
- Diversity and Equity 19

Employment Capacity and Economic Development 20
SECTION 4: VISION MAP 21
SECTION 5: SUPPORTING DOCUMENTATION 22
Community Involvement 22
Community Design Charettes 22
Community Led Engagement 22
Resiliency 22
Buildout Analysis 23
Utility Constraints 23
Local Implementing Regulations 24
Transportation Analysis 24

List of Figures

Figure 1: SunRunner Rising Special Area Plan Map 5
Figure 2: SAP Area Mobility Map 6
Figure 3: Excerpt from SunRunner Rising Development Study - Vulnerability to Displacement 9
Figure 4: Excerpt from SunRunner Rising Development Study – Transit Dependency 11
Figure 5: WADA Plan Area Map 16
Figure 6: Excerpt from TEILS Update – Proposed and Existing Target Employment Centers and Proposed Land Use Typologies Map 18
Figure 7: 22nd Street Station Area Vision Map 21

List of Tables

Table 1: Existing Utility Infrastructure 12
Table 2: Average Daily Demands 12
Table 3: Current Utility Demands 12
Table 4: High-Level Buildout Calculation 23
Table 5: Utilities Analysis 23
Table 6: Estimated Net Utility Demands 24
Table 7: Transportation Analysis Metrics 24

OVERVIEW

The purpose of this document is to provide the Local Special Area Plan (SAP) requirements for applying the Target Employment Center (TEC) – Local Subcategory, pursuant to Section 6.5.4.4.1 of the Countywide Rules. The TEC-Local Subcategory was developed as part of the 2023 *Target Employment and Industrial Lands Study (TEILS) Update*, which resulted in updates to the Countywide Rules in August 2023.

Portions of the *SunRunner Rising Development Study (2022)*, which was accepted by City Council on April 4, 2022, are repurposed in this document to create the SAP required by the Countywide Rules to apply a TEC-Local subcategory to a portion of the existing TEC Overlay in the 22nd Street SunRunner station area.

The *SunRunner Rising Development Study* is adopted by reference as the *SunRunner Rising SAP* associated with the transit-oriented development (TOD) near and around SunRunner station areas and along the Central Avenue corridor necessary to support the continued success of the SunRunner Bus Rapid Transit (BRT) system. The Study was a joint effort between the City of St. Petersburg, Pinellas Suncoast Transit Authority (PSTA), and Forward Pinellas intended to assist the cities of St. Petersburg, South Pasadena, and St. Pete Beach by providing community-supported land use strategies, equitable economic development plans and programs, and a county-wide framework for TOD in Pinellas County.

SECTION 1: EXISTING CONDITIONS

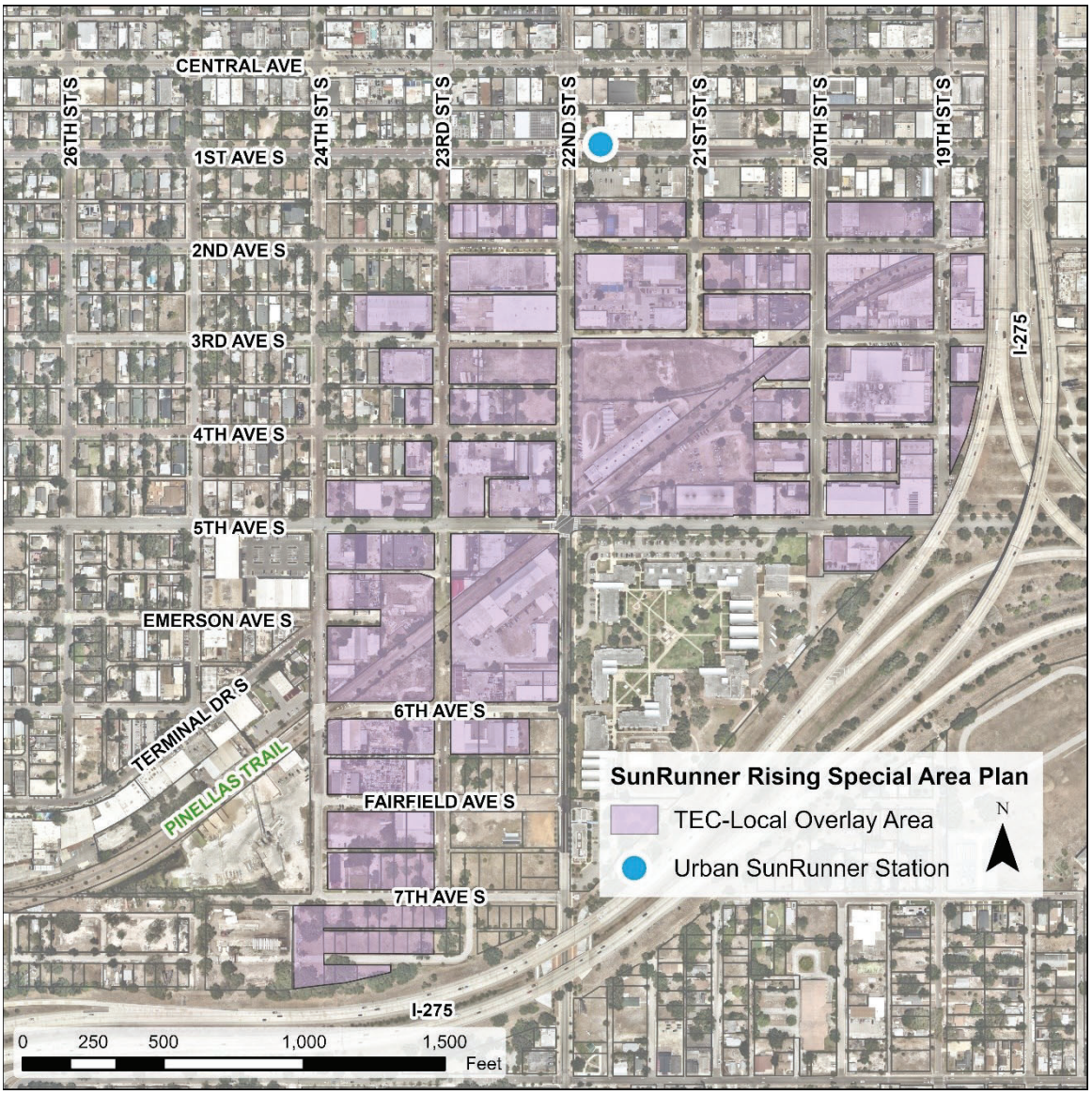
Area History and Context

This SAP is a subset of the adopted *SunRunner Rising Development Study* and focuses on the Industrial Traditional (IT) zoned area south of the 22nd Street Urban SunRunner Stations as shown in **Figure 1.** The SAP area is in the South St. Pete Community Redevelopment Area (CRA) and includes portions of the Warehouse Arts District and Deuces Live Districts. It is bisected by the Pinellas Trail and is adjacent to the Grand Central District and Historic Gas Plant District Redevelopment, as well as the Palmetto Park, Melrose-Mercy, and Jordan Park neighborhoods.

The Warehouse Arts District was once a primarily industrial area with ideal access to a previously existing rail line which has been converted to the Pinellas Trail. This area is now also home to emerging and established artists who use the large warehouses within the district to create large-scale art. The Deuces Live District was a thriving African-American community before the construction of Interstate 275 and has its Main Street designation along 22nd Street S from the I-275 overpass to 15th Avenue S. Currently, the district has locally-owned restaurants and art galleries that embrace the African-American history and culture of the area. The SAP area sits at the intersection of these two districts and thus seeks to incorporate recommendations from the *Warehouse Arts District – Deuces Live Action Plan* (2018) into the goals, objectives, and vision of this planning effort.

The SAP area is just south of the Grand Central District, which is known for its local businesses, shops, restaurants, breweries, and proximity to the Pinellas Trail. To the east of the SAP area across I-275 is the Historic Gas Plant District Redevelopment site, with the goal of bringing equitable and impactful development to benefit the entire City of St. Petersburg.

Figure 1: SunRunner Rising Special Area Plan Map



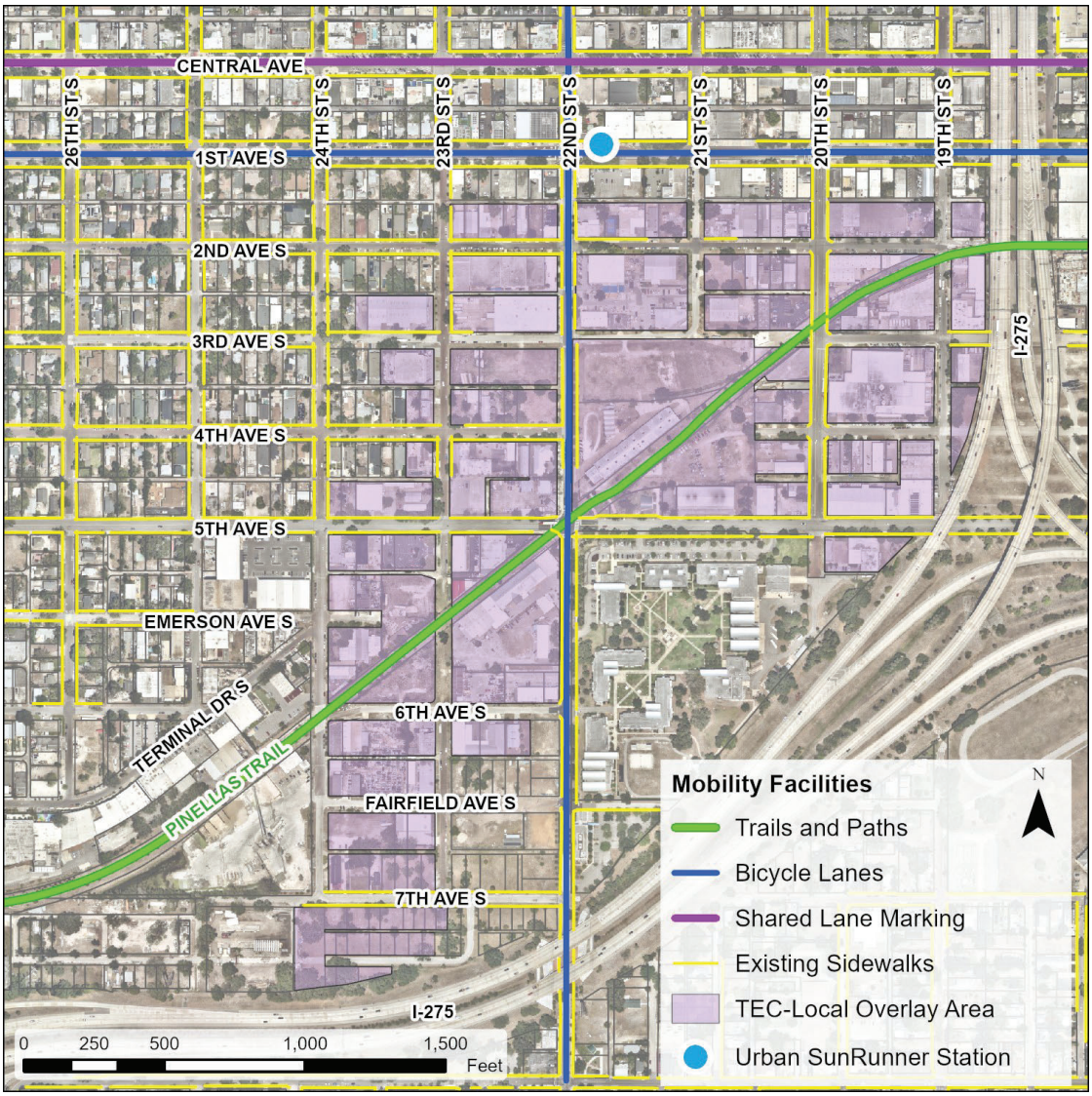
Urban Form

The SAP area is comprised of some smaller blocks as well as large blocks occupied by industrial uses, which tend to have larger building footprints. The area is bisected by the Pinellas Trail, which is disconnected from the street grid in some places (particularly between 20th Street and 22nd Street) and has little interaction with adjacent parcels. Many buildings have their back to the trail, do not provide pedestrian connections from the property to the trail, and have fences on the property line between the building and trail right-of-way. The area includes a range of warehouse and industrial building types. Existing building heights in the area range between 1 and 3 stories.

Public Realm

There are several gaps in the sidewalk network and some of the existing sidewalks need improvement. Sidewalk gaps are observed along the west side of 23rd Street S, 21st Street S, 19th Street S, 2nd Avenue S east of 22nd Street, 3rd Avenue S east of 24th Street, and the entirety of the area south of 5th Avenue S. Several of the existing industrial uses have large driveways that create gaps in the existing sidewalk network. There are minimal bicycle facilities in the area, with only 22nd Street S having dedicated bicycle lanes. A map of the existing mobility network is provided below in **Figure 2**. There is a strong public art presence with buildings having murals on what were previously blank or unmaintained side or rear walls. Sculptures, banners, and signage are placed around the area as well.

Figure 2: SAP Area Mobility Map



Existing Land Uses and Open Space

The SAP area contains industrial uses and is home to several artist galleries and workspaces. Parcels are typically less than 0.5 acres. Industrial uses such as garages/workshops, light manufacturing, general warehouses, and open storage facilities comprise 46% of parcels in the area and 59% of total acreage. The second largest existing land use category is vacant land, which makes up 40% of parcels and 28% of total acreage in the area. The SAP area also has 7 residential parcels, 7 commercial parcels including a medical office and restaurant, and 3 institutional uses including a local church and the Morean Arts Center.

Zoning

The area is currently zoned Industrial Traditional (IT), with an underlying future land use of Industrial General (IG) and Target Employment Center (TEC) Overlay, and Countywide Plan Map designation of Industrial.

The IT district has a maximum nonresidential intensity (FAR) of 0.75. Per Section 16.20.100 of the City's Land Development Code, there is a 100% intensity bonus allowed for manufacturing, office, and laboratories and research and development uses on parcels designated as Target Employment Center (TEC) Overlay on the future land use map, meaning properties could achieve up to a 1.5 FAR in the SAP area if those specific uses are provided. The maximum impervious surface ratio (ISR) is 0.95 and the minimum lot width is 60 feet. It should be noted that based on a parcel analysis of the SAP area, the typical lot width is 40 to 50 feet.

Building envelope standards are differentiated based on whether a property abuts a nonindustrial zoned property or a major street, as follows:

	Lot abutting a nonindustrial zoned property or abutting a major street	**Lot abutting industrial zoned property only and not abutting a major street**
Maximum Building Height	35 feet	50 feet
Building Setbacks – Yard adjacent to street	10 feet	0 feet
Building Setbacks – Interior Yards	20 feet	0 feet

The IT district also requires industrial properties shield from view of non-industrial properties or major streets through the use of buffers. The buffer and landscaping requirements vary based on the type of fence used to create the buffer. Generally, buffer widths range between 10 to 20 feet and a combination of trees and shrubs is required for landscaping within the buffer.

Permitted uses in the area are predominantly industrial, including manufacturing, outdoor storage, warehouses, and laboratories for research and development. Non-industrial permitted uses within the SAP area are very limited but include breweries, microbreweries, veterinary offices and kennels, studios, and mixed-use buildings with a mixture of permitted and accessory uses.

Adjacent zoning districts to the SAP area include Commercial Corridor Traditional (CCT-1 and CCT-2), Neighborhood Traditional (NT-2), Center Institutional (IC), and Downtown Center (DC-2). The area is also in proximity to the Central Avenue Corridor Activity Center and Intown Activity Center. Comprehensive Plan and LDR updates for the Central Avenue Corridor Activity Center and Commercial Corridor zoning districts (including Commercial Corridor Suburban [CCS] and CCT district) are being handled concurrently with this Special Area Plan. Increases in density and intensity are proposed along the Commercial Corridors with the intent of revitalizing the corridors by expanding employment and housing opportunities such as workforce housing.

Area Mobility Networks

To enhance pedestrian safety in the area, improved crossings with push button activation signals and higher visibility crosswalks are recommended throughout the SAP area, as identified in the City of St. Petersburg Complete Streets Implementation Plan.

North of the SAP area, there are existing bike lanes on the 1st Avenues which were improved to include buffers and green pavement markings during construction of the bus and turn lanes and stations for the SunRunner BRT. Also identified in the Complete Streets plan are additional bike network recommendations including neighborhood greenways and shared lanes in the area. These improvements would provide safe bike network connections between the 1st Avenues and the Pinellas Trail which bisects the SAP area.

The City has partnered with Lime to offer a shared bike service throughout Downtown St. Petersburg. This program helps stimulate economic growth for downtown and the surrounding areas. The City has also partnered with VEO to provide e-scooters to residents and visitors which also enhances mobility for downtown and the surrounding areas.

The South St. Pete CRA Mobility Plan is currently in progress to identify multimodal improvements that will enhance the area's mobility and connectivity. Multimodal improvements include enhancing pedestrian facilities, bicycle facilities, and streetscaping.

Demographic, Housing, and Jobs Profile

The surrounding area of the SAP has a significant minority population (40%), which is higher than the Pinellas County average. The area's rich African-American history can be felt today and has helped guide planned improvements.

There are minimal residents in the SAP area, 9 in total with 3 total housing units according to the 2017-2021 American Community Survey Estimate. There are 46 businesses that employ over 300 employees based on 2023 ESRI Business Analyst information.

Based on the data provided in the Forward Pinellas 2050 Long Range Transportation Plan (LRTP), as of 2020, Traffic Analysis Zones (TAZs) that encompass the SAP and surrounding areas include a population of 809 residents, 409 dwelling units and 1,784 jobs.

Equity Assessment

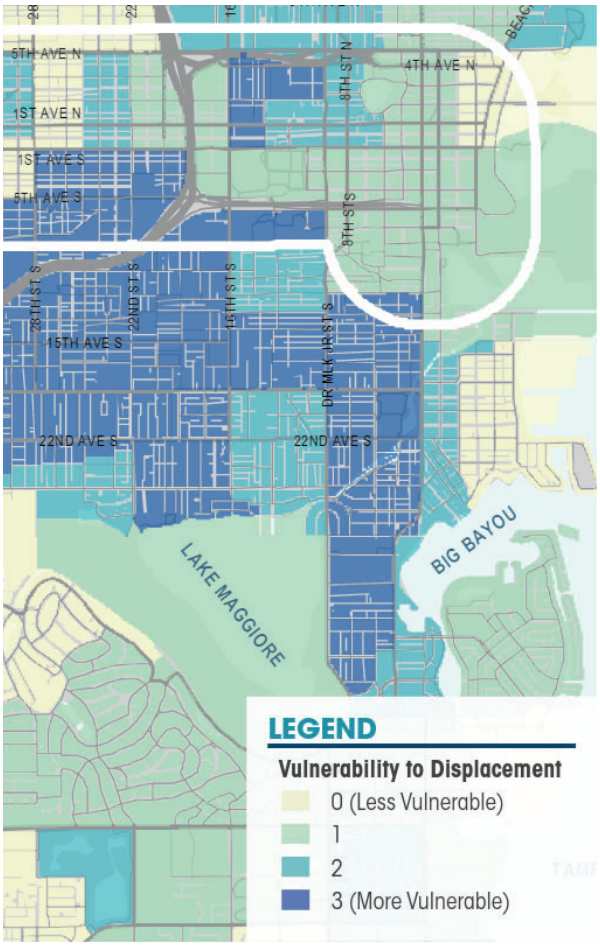
The following section is a subset of the Equity Assessment that was provided in the *SunRunner Rising Development Study*. The data from the *SunRunner Rising Development Study* has been tailored for this SAP.

Vulnerability to Displacement

Vulnerability of Displacement measures the risk of any given area being "gentrified" as investment occurs in response to the public transit improvement. After premium transit systems are in place, over time, spending behaviors and property values respond to market preferences in locations near transit stations, reportedly increasing residential land and home prices over time.

The SAP area is more vulnerable to displacement in comparison to other areas of the SunRunner Corridor and the City. **Figure 3** displays areas in St. Petersburg that are vulnerable to displacement from less vulnerable to more vulnerable.

Figure 3: Excerpt from SunRunner Rising Development Study - Vulnerability to Displacement



Access to Opportunity

Access to opportunity reflects the goal for all communities to have equitable access to a high quality of life. It is based on the principle that every resident—regardless of income, race, ethnicity, age, or ability—can live in a community of their choice with access to basic services and amenities. Areas with low access to opportunity lack key components of a complete neighborhood and can exhibit low quality of life outcomes—including life expectancy, educational attainment, and income level—compared to the County. Unfortunately, many areas with low access to opportunity are also areas where many residents are people of color. This pattern illustrates the need to improve equity across neighborhoods and to remove barriers to opportunity that negatively impact many communities of color.

The SAP area currently provides less access to opportunity for its residents.

Jobs and Housing Diversity

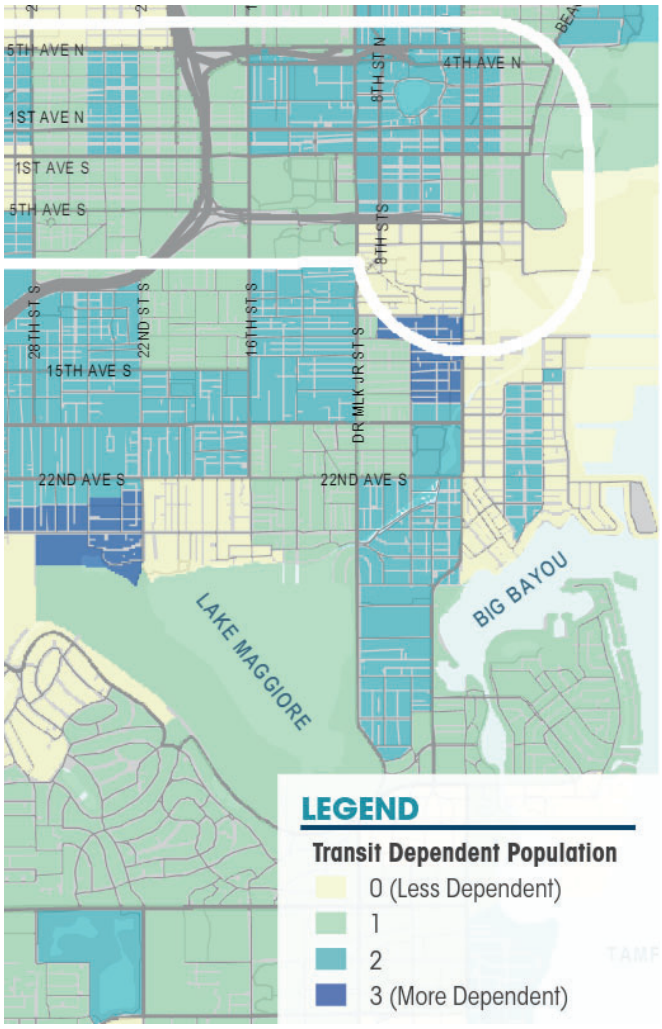
Jobs and housing diversity are important in creating a community of complete neighborhoods with equitable access to quality employment options and housing choices that accommodate households of different ages, sizes, and incomes. A diverse range of housing options—including different prices, sizes, types, and a mix of rental and for-sale—is key to encouraging complete neighborhoods where families and households of all types and incomes can choose to live. Housing diversity includes single-unit homes, as well as units of different types and sizes that can complement the existing single-unit pattern of an area. Similarly, access to a range of quality jobs enables people of different incomes and education levels to find employment and wealth-building opportunities.

Transit Dependency

Transit-dependent populations are those who because of physical or mental disability, income status, or age are unable to transport themselves. Many of these people have very few mobility options to meet their basic travel needs and, as members of the transportation-disadvantaged population, they face chronic problems that reduce their quality of life and productivity. These residents have heightened sensitivity to any changes in transit service yet have the most to gain from improvements to transit service in their community.

The population in the SAP area has less dependence on transit compared to other parts of the City, however, 22nd Street leads to areas further south that are more dependent on transit as shown in **Figure 4**.

Figure 4: Excerpt from SunRunner Rising Development Study – Transit Dependency



Infrastructure Assessment

The following section covers the existing infrastructure for the special area including utilities and roadway infrastructure. Included is the existing impact on the utility network, existing safety conditions, and existing roadway level of service (LOS).

Existing Utility Infrastructure

The SAP area is within the City of St. Peterburg's service area for potable water and sanitary sewer service. These facilities were evaluated to identify the potential increase in capacity based on the proposed buildout densities and intensities.

The current infrastructure demands were evaluated using the equivalent residential unit (ERU) method, which standardizes potable water and sanitary sewer demands by quantifying all land uses within the SAP area as they relate to the demand from a residential unit. The ERUs for the current density/intensities of the SAP area are shown in **Table 1**.

Table 1: Existing Utility Infrastructure

Land Use	Current Density/Intensity	Current ERUs
Residential	15 units	15
Non-Residential (1)	800,000 SF	240

1. 0.3 ERUs were assumed for every 1,000 square feet of non-residential land use

According to the City of St. Petersburg's Comprehensive Plan, the LOS for average daily potable water and sanitary sewer capacity are 125 gallons per capita per day (gpcd) and 161 gpcd respectively for this station area. These average daily flow values were used along with household data from the US Census to calculate the average daily demands shown in **Table 2**.

Table 2: Average Daily Demands

Infrastructure	Potable Water	Sanitary Sewer (2)
LOS Standard	125 gpcd	161 gpcd
Average Persons per Residence (1)		2.26
Average Demand Per Residential Unit	283 GPD	364 GPD

1. Persons per household, 2017-2021 according to the United States Census Bureau QuickFacts for St. Petersburg, Florida
2. Sanitary sewer LOS based on the Southwest Water Reclamation Facility Service Area

Potable water and sanitary sewer average flow rates were applied to the number of ERUs within the station area to calculate the total demands. Based on the average demands per residential unit, **Table 3** shows current potable water and sanitary sewer demands for the SAP area.

Table 3: Current Utility Demands

	Current Demand (GPD)
Potable Water	72,038
Sanitary Sewer	92,784

Roadway and Bike/Ped Crashes

For the years 2018 to 2022, 81 crashes occurred within the SAP area. Over 16 crashes occurred on average per year for the five years. Within the 5 years, no crashes resulting in a fatality occurred, 1 crash resulted in a serious injury, 7 crashes resulted in non-incapacitating injuries, and 19 crashes resulted in possible injuries. 2 bicycle crashes and 1 pedestrian crash occurred during the same 5-year period.

The most common crash types in the area were angle (28%), rear end (24%), and hit fixed object (19%). The three locations where most crashes occurred were at 5th Avenue S and 22nd Street S, 5th Avenue S and 20th Street S, and 5th Avenue S and 24th Street S.

Roadway Level of Service

Based on readily available data from the Forward Pinellas LOS Database, the surrounding facilities have an LOS of C and D and have capacity to handle an increase in trips associated with the development potential of the SAP. Roadways in the SAP area that are not in the LOS Database include 20th Street S, 22nd Street S, 23rd Street S, 24th Street S, 2nd Avenue S, 3rd Avenue S, 4th Avenue S, 5th Avenue S, 6th

Avenue S, Fairfield Avenue S, 7th Avenue S, and 8th Avenue S. The City monitors levels of service on 5th Avenue S and 22nd Street S because the are collector roads on the City's Future Major Streets map. Both roadway facilities operated at acceptable levels of service based on the most recent analysis.

Opportunities, Constraints, and Focus Areas

The opportunities, constraints, and focus areas have been analyzed to better understand the existing condition of the SAP area and what is needed to support the goals of the SAP.

Opportunities

- Potential for redevelopment of vacant buildings and lots with a more flexible mix of permitted uses to address the evolving needs of target industry employers in alignment with the *TEILS Update* objectives
- Targeted Employment Center (TEC) Overlay allows for a 100% intensity bonus for manufacturing, office, and research and development uses
- Proximity to the Pinellas Trail can spur trail-oriented development, enhanced landscaping, and design to activate the trail and create new connections to the surrounding neighborhoods
- Network of low-speed neighborhood streets can have a stronger emphasis on multimodal uses, such as neighborhood greenways
- Presence of local artists, makers, and other creative industry entrepreneurs contributes to the distinctive character of the area, setting it apart from other districts in the City
- Placemaking elements associated with the established Warehouse Arts District and Deuces Live area can be further encouraged to contribute to an identifiable sense of place and community character
- Potential to increase density/intensity and building height as an incentive for providing employment uses, affordable housing and different housing types, flex spaces, public amenities, mobility improvements/trail connection, and other community benefits
- Prioritize improvements from the South St. Pete CRA Mobility Plan

Constraints

- Existing industrial uses occupy large lots that occupy entire blocks that break up the street grid pattern
- Existing permitted uses are limited: residential uses are not permitted by-right and most commercial uses are only permitted as an accessory use
- Sidewalk gaps along 2nd Avenue S east of 22nd Street, 3rd Avenue S east of 24th Street, 21st Street, 19th Street, and in the area south of 5th Avenue S
- Many industrial uses have large driveways that disrupt the sidewalk network
- Limited green space, parks, and public gathering spaces

SECTION 2: AREA FRAMEWORK

The Area Framework section references the goals of the SAP as derived from the *SunRunner Rising Development Study* along with existing plans that support the area goals and proposed development within the special area.

Area Goals

The goal of the SAP is to provide the framework for allowing greater flexibility and mix of uses in the SAP area, protect and retain artisan and small manufacturing land uses, improve the public realm, and support transit-oriented development (TOD) as described in the *SunRunner Rising Development Study*.

Recommendations for the SAP are tailored to the area and provide a flexible framework that can be adjusted and modified as development gains momentum. Strategies and recommendations for the *SunRunner Rising Development Study* center around developing TOD supportive policy that includes flexibility to address changing market conditions, providing a diversity of housing and economic opportunities through equitable development strategies, preserving neighborhood character and creating neighborhood transitions, and enhancing the area's mobility and accessibility.

Guiding Principles and Themes

The following section references existing plans and studies that align with the goal of the SAP and the goals and recommendations established by the *SunRunner Rising Development Study* that impact the SAP area.

Warehouse Arts District and Deuces Live Action (WADA) Plan

The Warehouse Arts District and Deuces Live Action (WADA) Plan was approved in October 2018. The planning area boundary follows I-275, along the Pinellas Trail, and through residential, commercial, and industrial areas as shown in the map below. The goals of the Plan focus on pedestrian experiences such as providing a more walkable environment to the development of public and private spaces to support different event types.

The 22nd St S corridor is within both the WADA Plan and the *SunRunner Rising Development Study* Included below are the goals of the WADA Plan which are consistent with the *SunRunner Rising Development Study*.

- Complete Walkable Infrastructure
    - Infill sidewalks, crosswalks, lighting, street trees, and other basic infrastructure for a safe, contiguous walking environment
- Make 22nd Street S and 5th Avenue S Livable Streets
    - Invest in the two connecting corridors as places for dedicated bike facilities, more generous pedestrian walks, branded crosswalks, street trees, on-street parking, and lighting
- Feature the Trail
    - Enhance the appearance of the corridor with art, trees, and lighting, and leverage the potential relationships of businesses along the trail with front doors and active patio spaces that can be accessed from the trail
- Create Active Parks and Pop-up Spaces

    - Develop signature park spaces in both WADA and Deuces that leverage key intersection locations and proximity to local businesses for dedicated small festival and community event space
- Express Art, Industry, & Culture Through Design
    - Incorporate and encourage interesting and unique expressions of art in the design of gateways, parks, and street infrastructure
- Guide the Development of Successful Urban Spaces
    - Design both public and private activity areas that can be used in many types of ways, supporting diverse event types, and fostering an interface between public space and private business activity

Figure 5: WADA Plan Area Map



South St. Petersburg Community Redevelopment Plan

The SAP area lies within the South St. Petersburg Community Redevelopment Area (CRA). The proposed amendments specified in this document will address issues that were identified during the creation of the South St. Petersburg CRA Plan such as poor transit access, linking people with jobs and transit, lack of new construction, and poor walkability. The following strategies of the South St. Petersburg CRA align with the goals, framework, and recommendations of the *SunRunner Rising Development Study*:

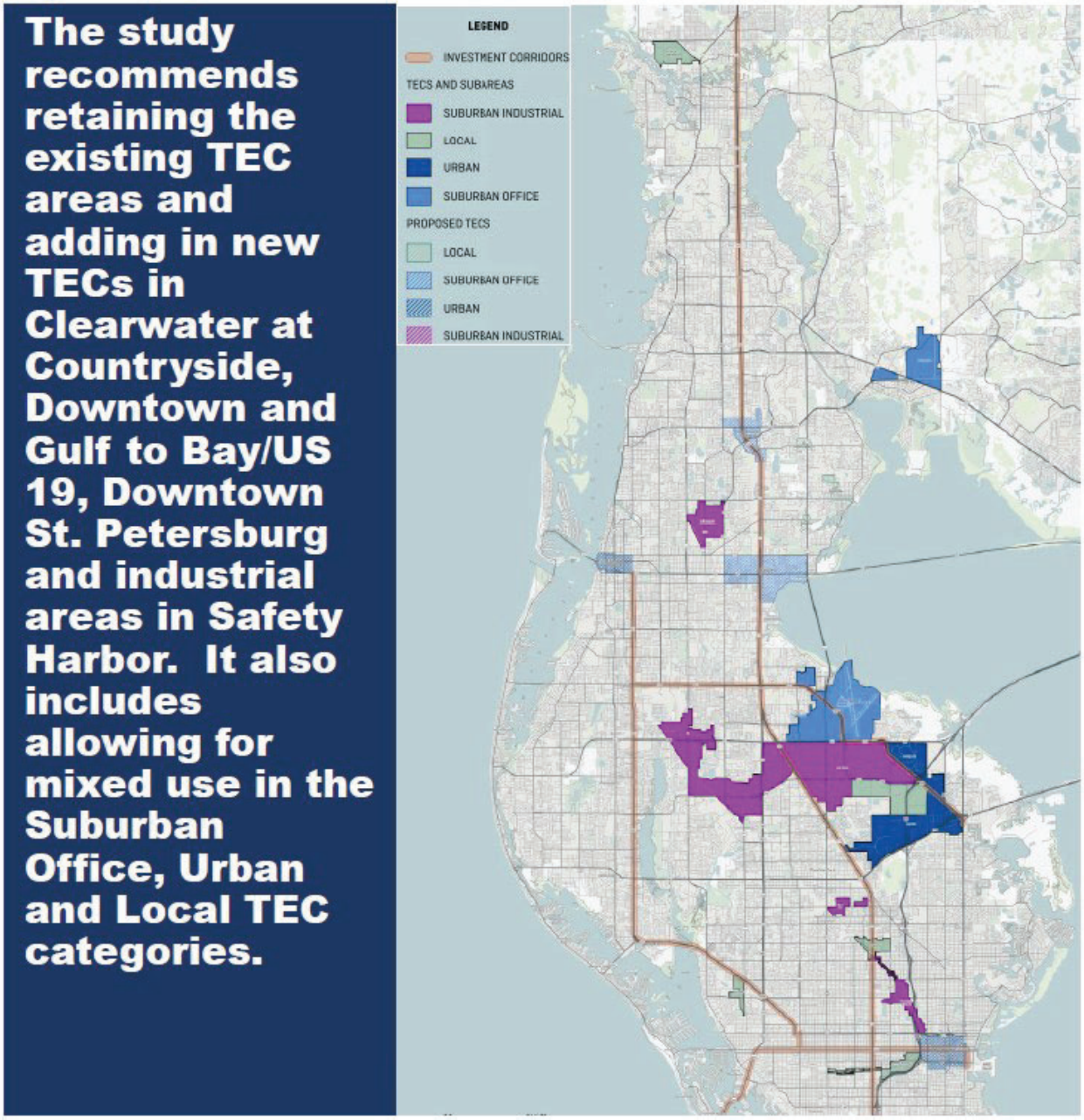
- Multimodal Functionality and Pedestrian Scaled Design
    - Improve pedestrian circulation and safety along the major corridors with streetscape elements
    - Encourage shared parking between adjacent uses
    - Use site design techniques, lighting and sound attenuation, landscaping, fencing, and other means to provide adequate buffers and protections from surrounding residential properties
- Housing and Neighborhood Revitalization
    - More aggressive code enforcement
    - Create financial incentives for the rehabilitation of rental and owner-occupied housing
    - Reinvigorate neighborhood associations

Target Employment and Industrial Land Study Update

The Target Employment and Industrial Land Study (TEILS) Update focuses on the Countywide strategy to provide greater flexibility and a mix of uses on the County's Target Employment lands while still maintaining a healthy economy that attracts Target Industry clusters and high-wage employment opportunities to Pinellas County. Traditionally, TECs provided a narrow set of permitted uses, but the TEILS Update highlights the evolving needs of target industry employers and how they are increasingly seeking Class A office space in vibrant, amenity-rich, mixed-use environments. The study further defines various land use contexts for TECs and gives the Warehouse District a "Local" designation.

The TEC-Local category is described as an area with smaller-scale manufacturers and artisan use with industrial and warehouse space needs that would also allow for flex space and mixed-use development. A map of the proposed and existing TECs and proposed land use typologies is shown below in **Figure 6**.

Figure 6: Excerpt from TEILS Update – Proposed and Existing Target Employment Centers and Proposed Land Use Typologies Map



SECTION 3: FRAMEWORK ANALYSIS AND DISTRICT MASTER PLAN

Urban Form

The City is modifying Land Development Regulations (LDR) that specify standards related to density, intensity, height, urban form, and public realm to the SAP area. The LDR updates will provide provisions to incentivize and retail small-scale manufacturers and artisan uses and address the continued need for industrial and warehouse space. Increased densities should maintain form and design standards.

Public Realm

The proposed public realm improvements were identified through the existing conditions analysis of the *SunRunner Rising Development Study*, stakeholder and community engagement of the *SunRunner Rising Development Study*, and the St. Petersburg Complete Street Implementation Plan. Below is a list of potential public realm recommendations to be reviewed further:

- Establish bicycle and pedestrian connections from the station area to surrounding neighborhoods and the Pinellas Trail
- Utilize extra roadway and parking spaces for permanent parklets
- Implement a wayfinding system for SunRunner stations and station amenities
- Seek opportunities for shared parking structures
- Provide long-term bicycle parking/storage at or near the SunRunner stations
- Reduction in required minimum parking and set parking maximums
- Incentivize shared parking or a district parking location

Connectivity

It is recommended that a mobility study be completed to investigate ways to connect attractions and neighborhoods to the south to the SunRunner corridor. It is also recommended the City examine surrounding transit connections and potential improvements and additional or modified transit routes. Opportunities should be explored for shared streets and curbless streets. The City is currently working with PSTA on the South St. Pete CRA Mobility Plan to identify additional recommendations for greater connectivity in the area with the intent of prioritizing projects.

There are several other ongoing projects in the area related to connectivity. Part of the SAP area is included in the 22nd Street S Corridor Improvements Project which was part of the Joint Action Plan in October 2018 through the City of St. Petersburg. This project includes creating a “festival” type space for community events and streetscape improvements like bicycle lanes and on-street parking. Construction is tentative to begin in 2025.

The City is currently working towards implementation and the project is on the Forward Pinellas Transportation Improvement Program (TIP) (FY 2023/24 – 2027/28) as a roadway improvement project currently underway with a tentative construction complete date of 2028. The limits of this project area on 22nd Street N from 5th Avenue S to 1st Avenue N.

Diversity and Equity

The large number of industrial uses within the area is not TOD supportive uses. It is recommended there be a mix and flexibility of uses and a focus on retaining space for artists, creatives, and small-scale manufacturers along with greater allowances for residential uses within the SAP area. A diversity in land

uses may result in increased employment opportunities for the area's residents which currently has low access to opportunities and low job diversity.

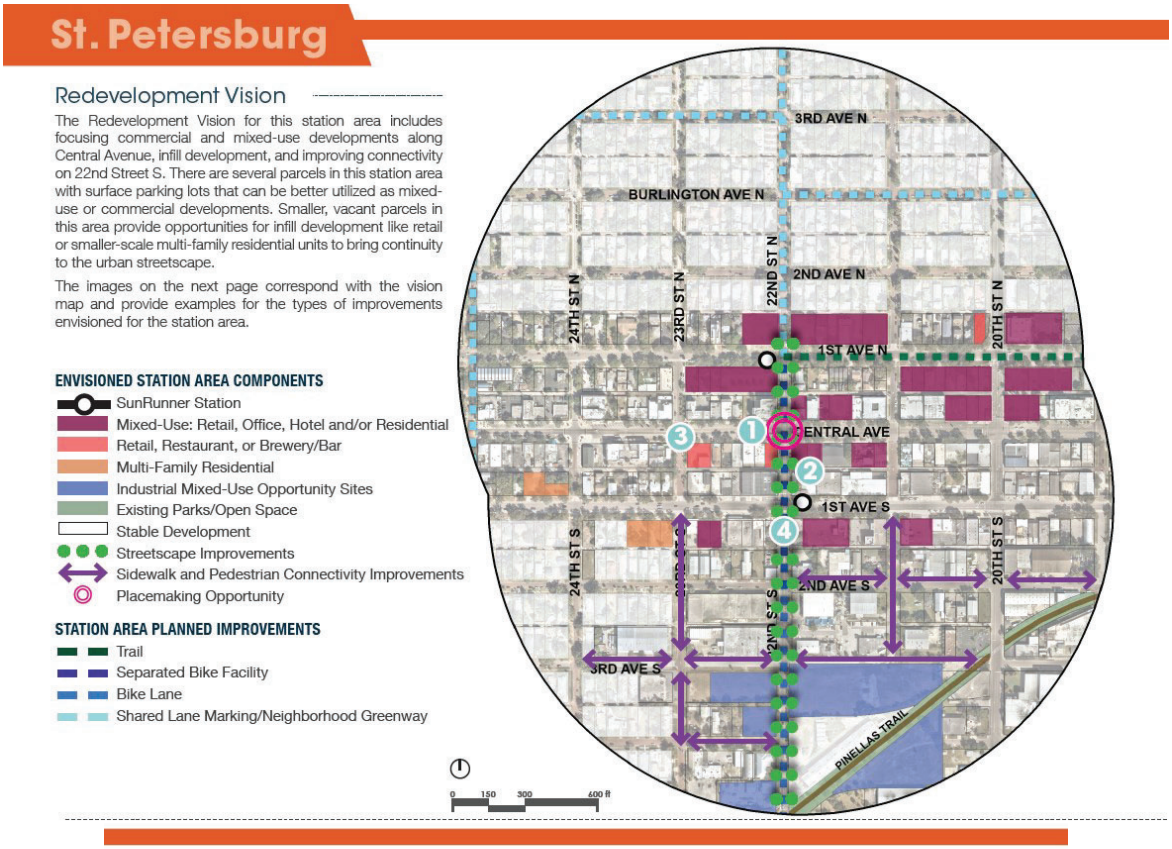
Employment Capacity and Economic Development

Based on calculations from the 2050 Long Range Transportation Plan, utilizing TAZs that include the SAP and surrounding areas, it is projected that the number of jobs in the area increase by 75% or from 1,784 jobs to 3,120 jobs. This is coupled with a projected population increase within the area. With potential changes to the LDRs that would allow for residential flexibility, in addition to the flexibility of other non-residential uses, the projected employment and population increase may be higher over time.

SECTION 4: VISION MAP

The below vision map is a subset of the information found in the *SunRunner Rising Development Study* and depicts land uses and transportation improvements that would support TOD development around the 22nd Street Station Area. The recommendations of greater flexibility in uses and transportation improvements were applied to visioning associated with the SAP.

Figure 7: 22nd Street Station Area Vision Map





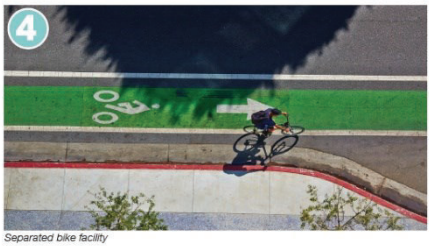
Intersection mural that speaks to the history and character of the station area



Mixed-use buildings along Central Avenue with ground floor retail and residential units above



Local, small-scale businesses like shops, breweries, and eateries



Separated bike facility

SECTION 5: SUPPORTING DOCUMENTATION

Community Involvement

City staff has worked with related stakeholders, including the Pinellas Realtors Organization (PRO), St. Petersburg Area Chamber of Commerce, Downtown Developers Council, Downtown Partnership, Bay Area Apartment Association, Council of Neighborhood Associations (CONA), individual neighborhoods, multiple community workshops and charettes, Forward Pinellas (countywide land planning agency), City's Housing Land Use and Transportation Committee (HLUT), and the City's Affordable Housing Advisory Committee (AHAC). City staff has also engaged in conversations with local artists who have not been as heavily involved in the SAP public engagement efforts to gain a better understanding of the needs of the artisan community.

Community Design Charettes

The Community Design Charettes for the Proposed Changes for Commercial and two urban SunRunner Corridor Station Areas were held on June 21, 2023, and June 28, 2023, at the St. Petersburg College Midtown Center. Approximately 40 community members were in attendance during each session. Participants were asked to complete activities to express their ideas on future development and redevelopment within the urban station areas. Participants were asked their preference on building heights within the study area and the types of uses they would prefer to see permitted by right and not permitted. A running presentation describing the study area, updates on recommendations from the *SunRunner Rising Development Study*, and a schedule of upcoming meetings was provided. The material presented and the exercises were the same for both sessions. The community design charette activities are listed below:

- Activity 1 - Live/Work/Play Map
- Activity 2 - Building Heights Map
- Activity 3 - Corridor Districts and Industrial Traditional District Uses
- Activity 4 - Comment Cards

Overall, the most common comment was the request for more flexibility within the zoning districts while maintaining the character of the neighborhood. Opinions ranged on the location of taller buildings but the consensus was support for greater density and greater intensity throughout the zoning districts.

Community Led Engagement

Several community led engagement efforts have taken place in the area recently. The Palmetto Park Neighborhood Association, which is west of the SAP area has held discussions on the upcoming changes to the SAP area and created a survey to gain additional feedback from the neighborhood. Community engagement led by members of the development community and artist community has occurred over the last several years. Recommendations have been provided to City staff with changes to the land use mix, allowable flexibility in uses and activities, and increases to the densities and intensities in the area, particularly along 22nd Street.

Resiliency

The area is not within the Coastal High Hazard Area (CHHA). Non-flood related resiliency considerations will be addressed as part of the Land Development Regulations zoning overlay.

Buildout Analysis

The buildout analysis compares current residential units and non-residential intensity (square footage) with potential buildout densities and intensities in **Table 4**. Buildout can be difficult to define based on market factors and the fact that it is common for land to not develop based on the full amount of entitlements.

For this analysis, a cautious approach was taken to include maximum ranges of densities and intensities from the *SunRunner Rising Development Study* which align with the Forward Pinellas Activity Center for a Major Center of 90 dwelling units per acre/3.0 floor area ratio on the low end and 150 dwelling units per acre and 5.0 floor area ratio on the high end. This level of density and intensity maximums have not been approved. In addition to a percentage of the entitlements, development propensity factors were weighted based on the current land and building conditions on each property. These factors include vacancy, parking lots, land-to-building value, and building age.

The purpose is to display the possible buildout impact in the long term (which could change based on market potential), not the actual numbers. In general, the comparison shows a large increase in residential units and square footage with the adoption of the SAP densities and intensities.

Table 4: High-Level Buildout Calculation

	Current	Potential Buildout
Residential (Units)	15 units	1,800 to 3,500
Non-Residential (SF)	700,000 to 800,000 SF	1.3 million to 1.8 million

Utility Constraints

The below utilities analysis (**Table 5**) was based on conceptual flows calculated from the City's LOS standards for potable water and sanitary sewer based on the Comprehensive Plan and current and projected buildout densities and intensities. Additional analysis is required to identify specific infrastructure improvements necessary to accommodate the projected capacity demands as outlined in this analysis.

Table 5: Utilities Analysis

Land Use	Current	Potential Buildout	Current ERUs	Buildout ERUs – Low	Buildout ERUs – High
Residential	15 units	2,000 units	15	1,800	3,500
Non-Residential (1)	800,000 SF	1,500,000 SF	240	390	540
		Total	255	2,190	4,050

1. 0.3 ERUs were assumed for every 1,000 square feet of non-residential land use

Potable water and sanitary sewer average flow rates were applied to the number of ERUs within the station area to calculate the total demands. Based on the average demands per residential unit, **Table 6** shows the estimated net potable water and sanitary sewer demands for the SAP area.

Table 6: Estimated Net Utility Demands

	Current Demand (GPD)	Low Buildout Demand (GPD)[1]	High Buildout Demand (GPD)[2]	Percent Increase in Demand	
Potable Water	72,038	576,300	1,115,875	800%[1]	1,549%[2]
Sanitary Sewer	92,784	742,274	1,437,247		

1. Persons per household, 2017-2021 according to the United States Census Bureau QuickFacts for St. Petersburg, Florida
2. Sanitary sewer LOS based on the Southwest Water Reclamation Facility Service Area

Local Implementing Regulations

Updates need to be made to the City's Comprehensive Plan, Land Development Regulations, and Zoning requirements in conjunction with SAP development to ensure the vision and framework of the SAP is implementable upon adoption.

The City is creating a TEC-Local Overlay to address allowing flexibility that meets the goals discussed to address the existing conditions described in this document and the District Framework. The tentative schedule was identified earlier in this document.

Transportation Analysis

The following table (**Table 7**) details existing metrics and metrics associated with the proposed development as a result of the approval of the SAP. Trips per Day and Average Daily Trips for the SAP Area have been rounded for ease of reference.

Table 7: Transportation Analysis Metrics

	Proposed Impacts
Development Potential Acres	54.63
Trips per Acre	246.00
Trips per Day	15,000.00
Average Daily Trips for the SAP Area	54,000.00

DRAFT – 8.3.2023

SunRunner Transit Oriented Zoning Recommendations

Statement of Principles:

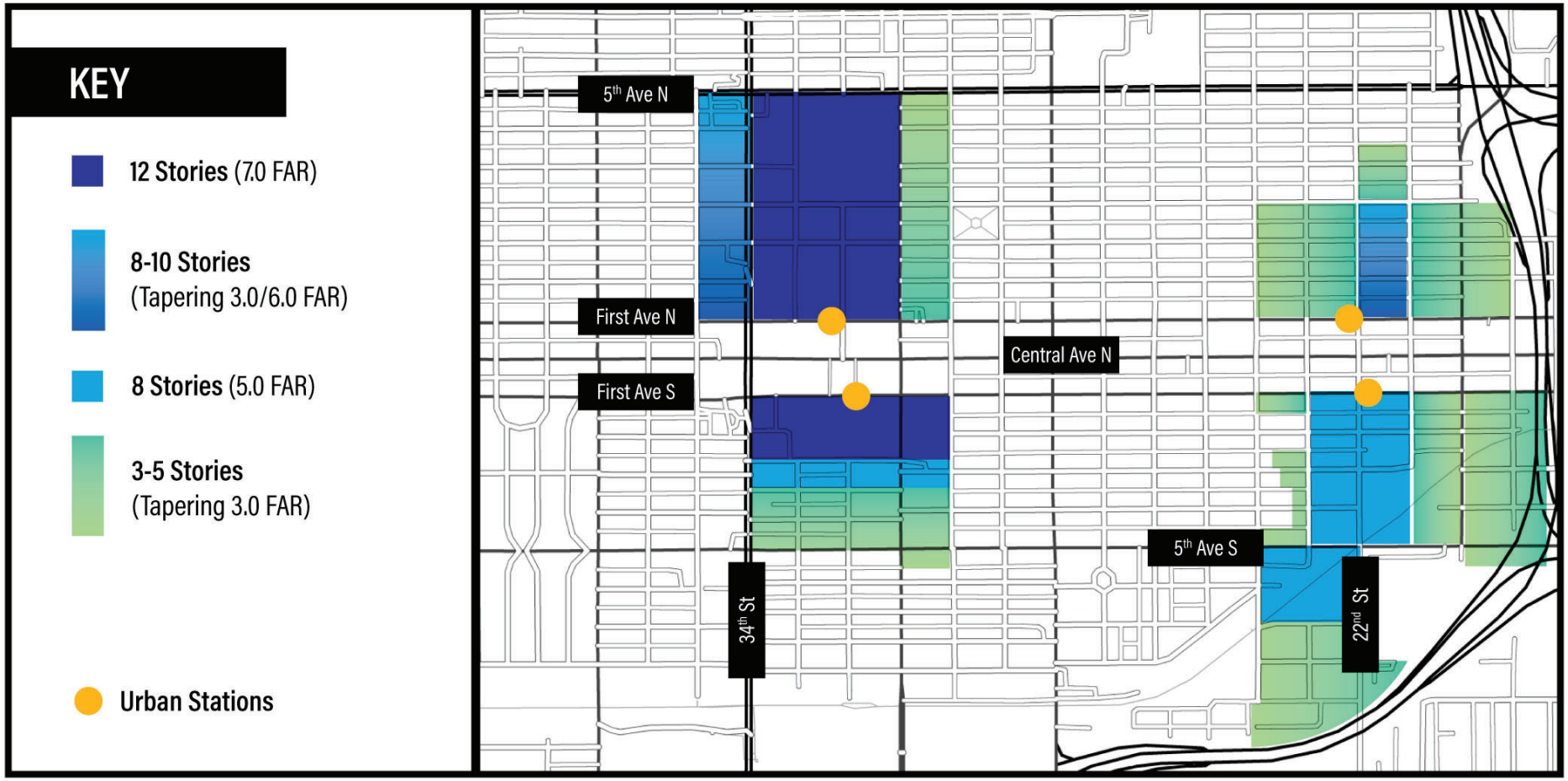
1. Housing affordability is one of the most pressing issues facing St. Petersburg. As a city on a peninsula, we have very little vacant land. We have no choice but to allow for denser zoning to create attainable options for working families. Subsidies can play a role in affordability but only if zoning allows for more homes.

2. Housing and transportation are intertwined. Our workforce is increasingly forced to commute from outside the city to find attainable housing for their families, creating both cost and time burdens. Transit Oriented Development enabled by the SunRunner is a chance to create more opportunities for attainable living and working along our vibrant corridors.

3. Our neighborhoods' unique sense of place is an essential part of St. Petersburg's identity and should be respected as much as possible. Thoughtful upzoning can protect neighborhood character while allowing for more housing to be built. The most intense development should be considered along corridors, and in areas that are currently zoned commercial and industrial, with scaled down density moving into neighborhoods. Workforce housing should be encouraged and supported through additional height or intensity bonuses.

4. The ground level of new developments should create an activated pedestrian experience. Where appropriate, zoning should allow for light manufacturing uses for local artists and artisans. New developments should have appropriate shops that serve those neighborhoods' needs.

22nd St and 32nd St SunRunner TOD Recommendations



From: Andy Charles
To: Britton N. Wilson
Subject: SunRunner BRT TOD - public comment submission
Date: Wednesday, July 12, 2023 2:46:14 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

We are writing to express enthusiastic support for transit-oriented zoning reforms near the 22nd Street and 32nd Street SunRunner stops. As residents of the affected area, we encourage the City to:
(1) allow mixed-use multifamily buildings that are up to four stories high throughout the study area, with both business and residential uses allowed
(2) expand the study area to include all parcels that are located within a quarter mile of these SunRunner stops, including parcels that are currently restricted to single-family use and those in historic districts (of note is the lack of any consideration of the north side of the 22nd St SunRunner stop in the current study area – the Kenwood neighborhood should be included)
(3) eliminate minimum parking requirements in the study area
This is a historic opportunity for the City to encourage sensible transit-oriented development in our community, to add affordable housing options and to encourage a walkable mix of business, arts and residences.
Respectfully,
Andy Charles and Danice Street
2517 4th Ave S

From: Brandon Fallin
To: Britton N. Wilson
Subject: Make St. Pete a Walkable City
Date: Monday, July 24, 2023 12:31:11 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To whom it may concern,

I am writing to express enthusiastic support for transit-oriented zoning reforms near the 22nd Street and 32nd Street SunRunner stations. I encourage the City to:

(1) allow mixed-use multifamily buildings that are up to four stories high throughout the study area;
(2) expand the study area to include all parcels that are located within a quarter mile of these SunRunner stations, including parcels that are currently restricted to single-family use and those in historic districts; and
(3) eliminate minimum parking requirements in the study area.

This is a historic opportunity for the City to encourage sensible transit-oriented development in our community, to add missing middle housing options, and to encourage a walkable mix of business, arts, and residences.

Best,
Brandon Fallin
A Concerned Pinellas County Resident

From: Brendan Myers
To: Britton N. Wilson
Subject: Sunrunner BRT TOD Inquiry
Date: Friday, July 21, 2023 5:33:13 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am writing to express enthusiastic support for transit-oriented zoning reforms near the 22nd Street and 32nd Street SunRunner stations. I encourage the City to: (1) allow mixed-use multifamily buildings that are up to four stories high throughout the study area; (2) expand the study area to include all parcels that are located within a quarter mile of these SunRunner stations, including parcels that are currently restricted to single-family use and those in historic districts; and (3) eliminate minimum parking requirements in the study area. This is a historic opportunity for the City to encourage sensible transit-oriented development in our community, to add missing middle housing options, and to encourage a walkable mix of business, arts, and residences.

Brendan Myers - 4410 23rd Ave N, St. Petersburg, FL 33713

From:	Daniel Rodriguez
To:	Britton N. Wilson
Cc:	Dan Rodriguez
Subject:	SunRunner BRT TOD Inquiry
Date:	Wednesday, July 12, 2023 3:21:10 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Britton,

My wife Lisa and I are writing to express support for transit-oriented zoning reforms near the 22nd Street and 32nd Street SunRunner stops. As residents of the affected area, we encourage the City to:

(1) allow mixed-use multifamily buildings that are up to three stories high throughout the study area;

(2) expand the study area to include all parcels that are located within a quarter mile of these SunRunner stops, including parcels that are currently restricted to single-family use and those in historic districts; and

(3) eliminate minimum parking requirements in the study area."

We chose St. Pete back in 2014 for the great vibe, proximity to water, and most notably, the city's walk and bike ability. We believe these changes are necessary to make St. Pete even better!

Thank you for your time and attention,

Dan & Lisa Rodriguez
2715 2nd Ave S
St. Petersburg, FL 33712
813-727-5051

From: Dave Zornow
To: Britton N. Wilson
Subject: SunRunner BRT TOD Inquiry
Date: Monday, June 26, 2023 11:23:45 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi! I'm out of town and can't attend the Sunrunner charrette rezoning meeting, but I wanted to share these comments.

TOD is great — and just what St Pete needs to solve it's "missing middle" housing problems.
The sunrunner experiment feels like it has been wildly successful — kudos to PSTA, Pinellas and St Pete transportation officials who made this happen.

Who knew that if you offered St Pete area residents a bus rapid transit option that was reliable and low cost that they would use it in droves! I guess they know. Again, kudos!

Re: rezoning, because there is now a BRT solution that is walking distance from these parcels, it makes since to remove the minimum parking requirements. Granted it's an experiment — but it's an approach that has worked in other cities. The argument for minimum parking requirements is that you need a car to get anywhere conveniently. Sunrunner makes carfree (or fewer cars) TOD practical. And it will encourage more developers to build the affordable housing that St Pete desparately needs.

Thanks and best of luck!

-dave zornow
555 3rd St N Apt 10
St Petersburg 33701

From: David Johnson
To: Britton N. Wilson
Subject: SunRunner BRT TOD Inquiry
Date: Friday, July 21, 2023 2:40:19 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am writing to express enthusiastic support for transit-oriented zoning reforms near the 22nd Street and 32nd Street SunRunner stations. I encourage the City to: (1) allow mixed-use multifamily buildings that are up to four stories high throughout the study area; (2) expand the study area to include all parcels that are located within a quarter mile of these SunRunner stations, including parcels that are currently restricted to single-family use and those in historic districts; and (3) eliminate minimum parking requirements in the study area. This is a historic opportunity for the City to encourage sensible transit-oriented development in our community, to add missing middle housing options, and to encourage a walkable mix of business, arts, and residences.

David Johnson
2541 12th Ave S

From: Dennis Boyer
To: Britton N. Wilson
Subject: Re: SunRunner BRT TOD Inquiry
Date: Sunday, February 5, 2023 11:57:41 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Great thank you for the response.

Not sure where to send this suggestion from younger out of town beach and downtown party goer females:

“selfie and full length mirrors at each stop so they can do a last minute check before getting on so that it doesn’t feel like a bus”

:)

cell (727)900-9821

> On Feb 2, 2023, at 9:37 AM, Britton N. Wilson <Britton.Wilson@stpete.org> wrote:
>
> Hi Dennis thank you for your comments!
> I agree with all of your points and I do know that PSTA is looking at extending the 15 min frequency possibly to midnight (currently ending at 8PM) and seriously exploring how to keep it free. If they could keep it free for at least those under 18 it will help install a culture of transit ridership in the next generation.
> Thanks again!
> Britton Wilson, AICP
> Planner II
> Urban Planning and Historic Preservation Division
> Planning and Development Services Department
> City of St. Petersburg
> 727.551.3542
> Britton.Wilson@stpete.org
>
> **From:** DENNIS BOYER <LelandB01@msn.com> **On Behalf Of** DENNIS BOYER
> **Sent:** Wednesday, February 1, 2023 8:19 AM
> **To:** Britton N. Wilson <Britton.Wilson@stpete.org>
> **Subject:** SunRunner BRT TOD Inquiry
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> I live on the SunRunner route and I love it. I use it almost daily. I hope that they consider expanding it to operate 24 hours to accommodate service workers who have

to work until closing.
I hope that they also consider making it a “zero fare” service due to it’s popularity and frequency, like Washington DC and Kansas City have done with similar services.
Sent from Mail for Windows

From: Gabriel Tinnaro
To: Britton N. Wilson
Subject: SunRunner BRT TOD Inquiry
Date: Saturday, July 22, 2023 4:59:15 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon!

I just wanted to voice my support for transit-oritented development, including mixed use multi family development near the sun runner stops. Please help encourage in whatever ways we can multi modal transit - buses, bikes, walking. We desperately need to be able to have better choices for getting around the city.

Thank you for your time.

Gabriel Tinnaro
761 22nd Ave N
St. Petersburg, Florida 33704

From: jaden torres
To: Britton N. Wilson
Subject: SunRunner BRT TOD Inquiry
Date: Friday, July 21, 2023 3:33:18 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am writing to express enthusiastic support for transit-oriented zoning reforms near the 22nd Street and 32nd Street SunRunner stations. I encourage the City to: (1) allow mixed-use multifamily buildings that are up to four stories high throughout the study area; (2) expand the study area to include all parcels that are located within a quarter mile of these SunRunner stations, including parcels that are currently restricted to single-family use and those in historic districts; and (3) eliminate minimum parking requirements in the study area. This is a historic opportunity for the City to encourage sensible transit-oriented development in our community, to add missing middle housing options, and to encourage a walkable mix of business, arts, and residences.

Sent from my iPhone

From: Jessica Frantz
To: Britton N. Wilson
Subject: SunRunner BRT TOD Inquiry
Date: Monday, July 24, 2023 4:13:09 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

My name is Jessica Frantz and I live at 5748 5th St S in St. Petersburg, FL. I am writing to express enthusiastic support for transit-oriented zoning reforms near the 22nd Street and 32nd Street SunRunner stations. I encourage the City to: (1) allow mixed-use multifamily buildings that are up to four stories high throughout the study area; (2) expand the study area to include all parcels that are located within a quarter mile of these SunRunner stations, including parcels that are currently restricted to single-family use and those in historic districts; and (3) eliminate minimum parking requirements in the study area. This is a historic opportunity for the City to encourage sensible transit-oriented development in our community, to add missing middle housing options, and to encourage a walkable mix of business, arts, and residences.

Thank you for your time and consideration!

Jessica S. Frantz, Psy.D.
jsfrantz89@gmail.com
(330) 727-1842

From: J. Matthew Chenoweth
To: Britton N. Wilson
Subject: SunRunner BRT TOD Inquiry
Date: Friday, July 21, 2023 3:30:08 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

I am writing to express enthusiastic support for transit-oriented zoning reforms near the 22nd Street and 32nd Street SunRunner stations. I encourage the City to: (1) allow mixed-use multifamily buildings that are up to four stories high throughout the study area; (2) expand the study area to include all parcels that are located within a quarter mile of these SunRunner stations, including parcels that are currently restricted to single-family use and those in historic districts; and (3) eliminate minimum parking requirements in the study area. This is a historic opportunity for the City to encourage sensible transit-oriented development in our community, to add missing middle housing options, and to encourage a walkable mix of business, arts, and residences.

Best,
John Chenoweth
626 3rd Ave S.
St. Petersburg, FL 33701

Virus-free.www.avg.com

From: jonathan sagil
To: Britton N. Wilson
Subject: SunRunner BRT TOD Inquiry
Date: Wednesday, October 11, 2023 3:16:59 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

I am writing to express enthusiastic support for transit-oriented zoning reforms near the 22nd Street and 32nd Street SunRunner stations. I encourage the City to: (1) allow mixed-use multifamily buildings that are up to four stories high throughout the study area; (2) expand the study area to include all parcels that are located within a quarter mile of these SunRunner stations, including parcels that are currently restricted to single-family use and those in historic districts; and (3) eliminate minimum parking requirements in the study area. This is a historic opportunity for the City to encourage sensible transit-oriented development in our community, to add missing middle housing options, and to encourage a walkable mix of business, arts, and residences."

Be sure to include your name and address in the email. Hit send. Then encourage your friends to do the same. Thank you!

-jon sagil

From: Mack Feldman
To: Britton N. Wilson
Subject: SunRunner BRT TOD Inquiry
Date: Friday, June 23, 2023 2:54:10 PM
Attachments: image001.png

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Britton,

I'm not able to attend the June 28th Sunrunner charette, so I'm writing to express my support for the application of the DC-2 zoning category within a quarter mile of the 22nd and 32nd St Station stops, including within the Kenwood neighborhood. I would support a step down from DC-2 to a lower density zoning to provide a transition. I also support reducing parking minimums above and beyond the 10% reduction already provided for in code, as well as encouraging retail along the frontages of any new construction in the TOD area.

Hope this one's more pleasant than NTM-1…!

Mack Feldman
Feldman Equities, LLC
Cell: (516) 398-0806
150 2nd Ave N, Suite 1700
St. Petersburg, FL 33701
Follow Feldman Equities on: Twitter, LinkedIn, Facebook

Machine generated alternative text: F FELDMAN EQUITIES

The statements in this email have been prepared solely for informational purposes. Any projections contained herein representing estimates are based on assumptions considered reasonable under the circumstances, and any information regarding performance assessments, are subject to material change. No representations or warranties, expressed or implied, are made that actual results will conform to any such estimates or conditions. This document is provided subject to errors, omissions and changes in the information and is subject to modification and withdrawal without notice. Interested parties should make their own investigations and projections, and draw their own conclusions, without reliance upon the materials contained herein.

From: Marlin Moore
To: Britton N. Wilson
Subject: SunRunner BRT TOD Inquiry
Date: Tuesday, July 25, 2023 1:33:40 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am writing to express enthusiastic support for transit-oriented zoning reforms near the 22nd Street and 32nd Street SunRunner stations. I encourage the City to: (1) allow mixed-use multifamily buildings that are up to four stories high throughout the study area; (2) expand the study area to include all parcels that are located within a quarter mile of these SunRunner stations, including parcels that are currently restricted to single-family use and those in historic districts; and (3) eliminate minimum parking requirements in the study area. This is a historic opportunity for the City to encourage sensible transit-oriented development in our community, to add missing middle housing options, and to encourage a walkable mix of business, arts, and residences.

Marlin Moore
3625 26th St N, St. Petersburg, FL 33713
Marlin Moore <marlinmo@gmail.com>

THIS COMMUNICATION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY
TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVATE,
PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE.

From: Britton N. Wilson
To: "maxolivermccann@gmail.com"
Subject: SunRunner BRT TOD
Date: Monday, March 27, 2023 11:19:10 AM

Hi Max –
Staff is still ironing out the implementation schedule for the SunRunner BRT TOD. Once it is approved it will be posted at the below project web page.
https://www.stpete.org/residents/current_projects/planning_projects/sunrunner_brt_tod.php
Let me know if you need anything further.
Thank you for your interest in the project!

Britton Wilson, AICP
Planner II
Urban Planning and Historic Preservation Division
Planning and Development Services Department
City of St. Petersburg
727.551.3542
Britton.Wilson@stpete.org

From: Nicholas Meza
To: Britton N. Wilson
Subject: SunRunner BRT TOD Inquiry
Date: Sunday, July 23, 2023 7:00:08 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am writing to express enthusiastic support for transit-oriented zoning reforms near the 22nd Street and 32nd Street SunRunner stations. I encourage the City to: (1) allow mixed-use multifamily buildings that are up to four stories high throughout the study area; (2) expand the study area to include all parcels that are located within a quarter mile of these SunRunner stations, including parcels that are currently restricted to single-family use and those in historic districts; and (3) eliminate minimum parking requirements in the study area. This is a historic opportunity for the City to encourage sensible transit-oriented development in our community, to add missing middle housing options, and to encourage a walkable mix of business, arts, and residences.

Nick Meza
455 26th Ave N, St. Petersburg, FL 33704
727-698-7056

From: Ryan Sheets
To: Britton N. Wilson
Subject: Comment re: PROPOSED CHANGES TO COMMERCIAL & SUNRUNNER CORRIDOR STATION AREAS
Date: Saturday, July 22, 2023 2:27:26 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am writing to express enthusiastic support for transit-oriented zoning reforms near the 22nd Street and 32nd Street SunRunner stations. I encourage the City to: (1) allow mixed-use multifamily buildings that are up to four stories high throughout the study area; (2) expand the study area to include all parcels that are located within a quarter mile of these SunRunner stations, including parcels that are currently restricted to single-family use and those in historic districts; and (3) eliminate minimum parking requirements in the study area. This is a historic opportunity for the City to encourage sensible transit-oriented development in our community, to add missing middle housing options, and to encourage a walkable mix of business, arts, and residences.

Ryan Sheets
3730 18th Ave N

From: Samira Lazar
To: Britton N. Wilson
Subject: SunRunner
Date: Friday, July 21, 2023 4:39:03 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am writing to express enthusiastic support for transit-oriented zoning reforms near the 22nd Street and 32nd Street SunRunner stations. I encourage the City to:

(1) allow mixed-use multifamily buildings that are up to four stories high throughout the study area;
(2) expand the study area to include all parcels that are located within a quarter mile of these SunRunner stations, including parcels that are currently restricted to single-family use and those in historic districts; and
(3) eliminate minimum parking requirements in the study area.

This is a historic opportunity for the City to encourage sensible transit-oriented development in our community, to add missing middle housing options, and to encourage a walkable mix of business, arts, and residences.

Thank you!

Samira Lazar

From: Sean Mann
To: Britton N. Wilson
Subject: SunRunner BRT TOD Inquiry
Date: Friday, July 21, 2023 5:20:29 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am writing to express enthusiastic support for transit-oriented zoning reforms near the 22nd Street and 32nd Street SunRunner stations. I encourage the City to: (1) allow mixed-use multifamily buildings that are up to four stories high throughout the study area; (2) expand the study area to include all parcels that are located within a quarter mile of these SunRunner stations, including parcels that are currently restricted to single-family use and those in historic districts; and (3) eliminate minimum parking requirements in the study area. This is a historic opportunity for the City to encourage sensible transit-oriented development in our community, to add missing middle housing options, and to encourage a walkable mix of business, arts, and residences.

Additionally the concrete at the right hand turn on 1st Ave S and 4th St S is terrible and should be removed. It makes it impossible to turn into the rightmost lane which makes a right on red extremely hazardous. Especially with the construction obstructing the view.

Thank you.

Sean Mann
821 52nd Ave S, St. Petersburg, FL 33705

From: Sydney Williams
To: Britton N. Wilson
Subject: SunRunner BRT TOD Inquiry
Date: Friday, July 21, 2023 2:03:26 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello, my name is Sydney

I am a Saint Pete resident who lives at 5 Ave N and 58th Street.

I am writing to express enthusiastic support for transit-oriented zoning reforms near the 22nd Street and 32nd Street SunRunner stations. I encourage the City to: (1) allow mixed-use multifamily buildings that are up to four stories high throughout the study area; (2) expand the study area to include all parcels that are located within a quarter mile of these SunRunner stations, including parcels that are currently restricted to single-family use and those in historic districts; and (3) eliminate minimum parking requirements in the study area. This is a historic opportunity for the City to encourage sensible transit-oriented development in our community, to add missing middle housing options, and to encourage a walkable mix of business, arts, and residences.

I look forward to improved public transportation for all of Saint Pete.

CITY OF ST. PETERSBURG
COMMUNITY PLANNING & PRESERVATION COMMISSION
PUBLIC HEARING

Council Chambers, City Hall
175 – 5th Street North
St. Petersburg, Florida 33701

November 7, 2023
Tuesday
2:00 P.M.

MEETING MINUTES

Present:	Lisa Wannemacher, Chair Robert "Bob" Jeffrey, Vice-Chair Cassie Gardner Joseph Magnello Shannon Nelson Abel Carrasco Will Michaels, Alternate
Commissioners Absent:	Ashley Marbet Manita Moultrie Joseph Magnello, Alternate
Staff Present:	Elizabeth Abernethy, Planning and Development Services Director Brejesh Prayman, Engineering Director Derek Kilborn, Manager, Urban Planning and Historic Preservation Britton, Wilson, Planner II Kelly Perkins, Historic Preservationist II Cynthia Kochanek, Historic Preservationist II Braydon Evans, Planner II Andrew Jurewicz, Planner II Chelsea Freemen, Planner I Heather Judd, Assistant City Attorney Iris Winn, Clerk, Planning and Development Services Dep

The public hearing was called to order at 2:00 p.m., a quorum was present.

I. OPENING REMARKS OF CHAIR

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE AND SWEARING IN OF WITNESSES

IV. PUBLIC COMMENTS

V. LEGISLATIVE

1. **City File: LGCP-2023-01 SunRunner Rising Development Study**

   City Staff: Britton Wilson | Britton.Wilson@stpete.org

Request:

City-initiated application to modify the Comprehensive Plan for the purpose of implementing legislative requirements of Chapter 163, Part II, Florida Statutes, related to the annual update of the Capital Improvements Element (CIE) for fiscal years 2024 to 2028 (City File: LGCP-CIE-2023).

City Staff Presentation (3:30):

Britton Wilson gave a presentation based on the Staff Report.

Discussion held prior to Executive Session (6:20):

Commissioner Michaels (6:22): I had a few here that relate to sanitary sewer and stormwater. The level of service information there. One is just a question about a figure here on page six, under *Sanitary Sewer.* There's a chart there on Sewer Flow Rates and it states that it is based on the 1990 census rather than the 2022 functional estimate and the total, the 1990 total is 343,000 people, but the 2022 estimate is 285,000. I'm wondering what the reason is for the difference there.

Britton Wilson (7:12): At the time the improvements were made for the sewer facilities, that was the best available number. And actually, our demand for water and sewer rates have gone down, because our water uses have gone down, and so I believe that that number is still applicable.

Commissioner Michaels (7:30): Okay, so again, we are talking about functional population here and one place, the functional population is identified as 285,000 and in the other, it's identified as 343,000. There's a disconnect here.

Britton Wilson (7:49): Where do you see the 345,000?

Commissioner Michaels (7:50): At the bottom of the second column on page six.

Britton Wilson (8:00): Oh, so the sanitary sewer goes outside of the City boundaries.

Commissioner Michaels (8:03): Okay. I knew there was an answer. Thank you.

Britton Wilson (8:07): Yes, we also give water to the beaches and to Lealman, and so we have to include those population numbers as well.

Commissioner Michaels (8:13): Okay. Thank you. I appreciate that. Some comments and questions about the Stormwater LOS, again on page four and at the top of page five, there's a discussion of the level of service standard for drainage and three elements are listed there. One is water management district approval of new development and redevelopment, the second one is a requirement that new and upgraded stormwater management systems meet the expected to be

replaced, ten-year, one hour standard. The current standard is still a ten-year, one hour storm. I believe 3.2 inches of rain in an hour. The third is an element which reads, "Due to the back log of municipal stormwater drainage system improvements and the time required to implement improvements, *existing conditions are adopted as the level of service."* And that last phrase there is in italics. Just to confirm my understanding here, the actual level of service is this third element here, the existing conditions, is that correct? Maybe it's a Legal question.

Britton Wilson (9:22): I interpret it as that the existing development is not going to be expected to meet the current level of service standard. This is only applied to new development.

Commissioner Michaels (9:36): My understanding of that third element is that at the time this was adopted, that we had a stormwater plan, which included a number of capital projects. And because of the costs, they could not all be implemented at one time. They were going to be implemented over a future period of time. Because of that, again that was…these projects are needed in order to meet that standard that we refer to, the ten-year, one hour standard. Because of that, this language, the "*existing conditions are adopted as the level of service".*

Britton Wilson (10:19): Commissioner Michaels, I am not qualified to speak to the stormwater. I am not an engineer, so we have with us today, the Director of Stormwater, Mr. Brejesh.

Commissioner Michaels (10:33): Thank you.

Brejesh Prayman (10:36): Good day, just to clarify, Brejesh Prayman, Engineering and Capital Improvements Director. A pleasure being here with you all. As you can tell, I've worked with some of you all individually and it is a pleasure to actually be here speaking towards it. If I may, as I was walking in, there was a little time delay between the televised to being in here, so if you don't mind, if I can ask for clarification on the question?

Commissioner Wannemacher (11:03): Commissioner Michaels, could you just maybe repeat the question?

Commissioner Michaels (11:08): Alright, again the question is what is the basis of the third element that is stated in the Staff report here, with respect to level of service standards for stormwater? And that element makes reference to "…*existing conditions are adopted as the level of service."* Again, I'm trying to confirm my understanding of this. My understanding of it is that at the time this was adopted, and it's apparently still the situation, we have a number of capital projects that are needed in order to meet that ten-year storm design standard. Because those projects are still on the works or have not been started yet, what we're asked to do is to approve this capital plan on the basis of this language, "*…existing conditions are adopted as the level of service."*

Brejesh Prayman (12:07): The statement is that the existing level of service should be adopted and that's consistent, even with the regulatory requirements from SWFWMD. Meaning, as a stormwater masterplan has been developed, it outlines floodplains. Stormwater floodplains that exist within the City. Now, the City's Comprehensive Plan says, "maintain the existing level of service", so you don't adversely impact. That's what the City's Comprehensive Plan states. By

approving it, you're still consistent with the Comprehensive Plan. The other element (*inaudible)* on the permitting regulations side, the regulation is going to be enforced that you do not cause adverse impacts to the floodplains, meaning if you are building or you are developing within a floodplain, regardless of any other stormwater project that is still programmed, we will be improving the floodplain, we just are not improving development that results in a degradation or negative impact to the floodplain. Everything is still consistent.

Commissioner Michaels (13:16): Alright, let me carry it one step further here. We have the draft stormwater masterplan. I understand it has not yet been approved, but I expect that it's going to be approved shortly. Once that is approved, will this level of service standard continue? Will we continue to have the language that the existing conditions are adopted as the level of service?

Brajesh Prayman (13:46): Yes, there will still be consistence.

Commissioner Michaels (13:48): Still be there.

Brejesh Prayman (11:48): Yeah. It will still apply, there will be no change to that.

Commissioner Michaels (13:50): Okay.

Brajesh Prayman (13:51): Again, you don't want to negatively impact the stormwater floodplain.

Commissioner Michaels (13:59): Okay. Also, we've got your new plan which has different design storm standards. We've got now a 10-year, 24-hour standard at 25-year, 24-hour standard and a 100-year, 24-hour standard. These are all different from the current standard. The question is will the capital projects that are included in this plan, will they meet these new standards, these new design storm standards as well as the previous design storm standards?

Brejesh Prayman (14:41): If I may take a step back and give you a good explanation on this. Instructional design by example. While you design for the intent of what that structure is, as an example, a bridge, you run strength one, strength two, strength three, service one, service two, service three, which is multiple different variations of your live load, your dead load, your wind load. Based on that you design for the most critical. Based on that site condition, taking that basis and that thought and applying it to that site. On a stormwater site now, that system may be designed, comparing Derek and I, my steps are not anywhere close to his footsteps in length. I may not be able to keep up with him. Apply it to stormwater system, that system, that neighborhood may be designed or may operate more efficiently with a (*inaudible)* free as opposed to inundation over a longer period of time. It is what is more critical on the design scenario in that specific. Context appropriate design.

Commissioner Michaels (15:50): Alright, another question is – is there a study underway to look at the cumulative effect of development projects over the past several years in terms of its impact upon potential flooding in the City?

Brajesh Prayman (16:10): One of the good elements as far as the stormwater model itself is we'll be able to tag how much flow is coming in. The big important element is that you are not adversely

impacting the floodplain. We will also be able to tie-in into the (inaudible) stormwater system. Essentially, similar to the wastewater, understanding how much our point loading is at each development point. Along a block, along a mainline, if we have two or three developments coming on, we will now be able to understand how much that inundation is at different periods and routinely, we will go through an update cycle in our masterplan, adding all those development impacts. One of the process improvements that we are working with our Building Department on is Stormwater Data Utility form. That we will essentially be able to capture the pre and the post stormwater impacts to our system for that development. Yes, we are in-line with that thinking about how much we are building and how it's impacting our system. But the key element, no adverse impact.

Commissioner Michaels (17:24): Alright, and another question is that the stormwater masterplan does not address hurricane surge. My understanding is that there is another study underway, hurricane surge vulnerability study, we need to plan. Can you update us on where we are with that?

Brejesh Prayman (17:46): There's a City-wide seawall vulnerability and no matter what, we can't design for surge. We can't. At some point, if this is the seawall here, sea levels above it and properties next door, we can't be pumping the ocean all day. We'll never reduce that flood level until the surge goes down. We can design for a system based on sea-level rise behind that wall as far as how water is discharging, but once water surge level comes over that wall, we can't design for that, we can't, in all practicality, The City's moving forward with a seawall vulnerability study that is actually funded through a FEMA mid-fund grant. We are very close to finalizing the terms of that grant with FEMA right now. Once we finalize that, we'll be moving forward…that is going to do. We've done the stormwater model, now we have the City broken out into over 12,000 basins. Within each one of those basins, we have profiles so we can understand the interaction, how water flows across each one of those basins. Then we'll now have the elevations of seawalls around it and also the conditions. What that will help us to understand is that as water rises or surge occurs, how does that come in and at what direction? And does it really come in from one specific area and how does that trickle across these basins? Because now we have that much depth and data so we can understand how the tributaries effect flow across the City. We have stormwater basins, micro basins that are within six inches, base, and boundary elevation differences. Even if we have a low seawall in one neighborhood, that can flood an entire another neighborhood because of how its come around. That's how it all gets tied together, that gives us a strategic plan now to really look at how we're raising our walls to assess our risks.

Commissioner Michaels (19:58): So, then the focus of this study to address stormwater surge from hurricanes is limited to revamping the seawalls in the City, is that correct?

Brajesh Prayman (20:17): It will lead…the vulnerability study will lead to helping us prioritize our seawater placement as well as, by example, a wall that may not be structurally in need of replacement, may need to be raised earlier because of sea level projections as opposed to a wall that may be structurally in need of repair or replacement, we'll still have to move forward with that, but it gives us that idea of, where's our risk? Both on the structural, but on the neighborhood side as well.

Commissioner Michaels (20:50): Alright and with respect to the potential cost of implementing the revamping of the seawalls throughout the City, is any of that reflected in this capital budget before us today?

Brejesh Prayman (21:08): When you say capital budget before you today?

Commissioner Michaels (21:12): Right.

Brajesh Prayman (21:14): Is there a budget here?

Britton Wilson (21:16): The first year is the budget.

Brejesh Prayman (21:23): That City-wide vulnerability study will give us better prioritization of a City-wide planning. Right now, we are at a point, and we don't know what we don't know. But the vulnerability study will give us an idea of what extent and help us prioritize what the elements are. We have a budget right now of what we are moving forward on replacement and repair on seawalls, but a vulnerability study will really open that up and give us a better understanding. The private side seawall is a larger number compared to the public side seawall.

Commissioner Michaels (22:08): How will the private side be addressed? Is that going to be addressed with public support or is that entirely going to be left to the private parties?

Brejesh Prayman (22:15): That is something we'll continue to have to dive deep into, because again, it's the City-wide vulnerability. While the study that will perform will focus on the private side, it will continue that path forward. It's incremental steps to a path that we have to find.

Commissioner Michaels (22:35): Alright, those are my questions. Thank you.

Commissioner Wannemacher (22:38): Thank you very much for your very thorough review of the stormwater issues, Commissioner Michaels. I very much appreciate it and thank you very much, it was very interesting. Thank you for being here.

Brejesh Prayman (22:50): Always a pleasure. Thank you all.

Commissioner Wannemacher (22:53): Before we do that, I forgot to ask for approval of last month's meeting notes. So, why don't…should we finish this agenda item and then…?

Assistant City Attorney Heather Judd (23:06): Let's finish that and then we can do our two legislative items and then before we go to reports and the workshop, we'll just do approval of the meeting minutes at the end.

Commissioner Wannemacher (23:14): Okay. Thank you very much. Okay. Commissioner Jeffrey.

Commissioner Jeffrey (23:20): I just had a clarification for Ms. Wilson. You said that we don't look at roadways anymore other than pedestrian and bicycle. Can you give me a little background on that?

Britton Wilson (23:34): Yes, Commissioner, Madam Chair, Commissioner Jeffries. The strict interpretation of concurrency for roadways was rescinded in 2011 by the Legislature. That said, we still do look at and monitor our various mobility facilities.

Commissioner Jeffrey (23:52): I was actually impressed. I've always felt St. Pete traffic flowed very well compared to going outside in Pinellas County. I'm really surprised that we had such limited roadway level of service, that's great.

Commissioner Wannemacher (24:09): Anybody else have questions for Ms. Wilson?

Commissioner Wannemacher (24:15): I do have a question and then we will open it up for public comment. I don't have any cards, but I'll ask. Given…this is kind of going back just a little bit, but given that this is a five-year plan, a kind of five-year look ahead…I know we look at it every year, but were there any changes made to funding or project-related funding for Parks, Recreation open space – as a result of the pandemic? Did…I mean, Parks and open space became such an important part of our City and our well-being, and I just wondered if there was any shifting of funds or maybe projects that were moved forward. If you could just comment on that.

Britton Wilson (25:06): Yes, Madam Chair. No, there hasn't been any new acreage that's been added to the Parks facilities, however, we are operating well above our level service standard, which is nine acres per one-thousand persons. We have approximately, in the City, we have about twenty-one acres per person.

Commissioner Wannemacher (25:28): Okay. Very good. Thank you. Anyone else? Okay. Is there anybody from the public that wishes to speak on this item. I don't have any cards. Seeing none, we'll close that and go into Executive Session. Any other comments or questions for City Staff? Seeing none, I will take a motion, please.

Public Comment (25:30):

None.

Executive Session (25:46):

None.

Motion (25:58):Commissioner Jeffrey moved approval of the Community Planning and Preservation Commission acting in the capacity as the Local Planning Agency make a finding of consistency with the Comprehensive Plan and recommending to City Council approval of the annual update of the Comprehensive Plan's Capital Improvement Element for Fiscal Years 2024-2028.

(26:23) Commissioner Michaels, Second.

Roll Call (26:26)

YES – 6 – Wannemacher, Jeffrey, Gardner, Nelson, Carrasco, Michaels.
NO – 0 – None.

Motion passed unanimously.

2. **City File: CITY FILE: LGCP 2023-01-Commercial Corridors and SunRunner Corridor/Station Areas**

   City Staff: Britton Wilson | Britton.Wilson@stpete.org

Request (26:53):

Request for a finding of consistency with the Comprehensive Plan and a recommendation of approval to City Council, for amendments pertaining to population projections, the commercial corridors, the SunRunner corridor/station areas and creating the SunRunner Rising Special Area Plan (City File: LGCP-2023-01).

City Staff Presentation (27:43):

Britton Wilson gave a presentation based on the Staff Report.

Discussion held prior to Executive Session (34:39):

Commissioner Wannemacher (34:39): Thank you very much. Does anyone have any questions for Ms. Wilson?

Commissioner Michaels (34:47): Just a question. A lot of information and material here to digest. I'm looking at the ordinance on page eleven, where you have all these strikeouts. Okay. One of the sections is on Community Design and we are striking out "Use Urban design to create a sense of place and to enhance the community identify of station areas and to make them attractive, safe, accessible and convenient places." The next one is "Create active places and livable communities that promote a sense of belonging and ownership." I'm sure we want to keep those values going forward to this new proposal and I just want to be assured that they're in there. I could see where those kinds of things were addressed.

Britton Wilson (35:43): Yes, Madam Chair and Commissioner Michaels. This section was removed and replaced with the SunRunner Rising Development Study that goes into great detail about the points that you referenced about community and neighborhood character and community design.

Commissioner Michaels (36:05): Those values are carried forward to the new proposal is what you're saying?

Britton Wilson (36:10): That's correct.

Commissioner Michaels (36:11): Okay. Thank you.

Commissioner Wannemacher (36:14): Anyone else at this time? I do have three cards for public comments. Ms. Katie Cole, please.

Public Comment (36:21):

Katie Cole, 600 Cleveland Street, Suite 800, spoke in
Joseph Furst, 400 23rd Street South, spoke in
Gina Foti, 2643 5th Avenue South, spoke in

Executive Session (46:38):

Commissioner Wannemacher (46:40): Does anybody have any additional questions or comments for City Staff or on the subject?

Commissioner Michaels (46:48): I'd like to hear from City Staff responding to the various points brought up by the speakers, a plan of action, restrictions, inclusion, the City versus the County plan and, so forth.

Commissioner Wannemacher (47:01): Ms. Wilson, do you want to begin, please?

Britton Wilson (47:02): Sure, Madam Chair, Commissioner Michaels. The allowed uses in the urban forum and all the details that will be brought in the Land Development Regulations will be submitted to Forward Pinellas at the same time as the Special Area Plan. They will go concurrently, kind of as a package and they will be reviewed together. But, unfortunately here, we have two different boards. As you know, your board looks at the Comprehensive Plan section, but the Development Review Commission will be looking at the LDR section, so it's bifurcated a little bit.

Derek Kilborn (47:45): I can add a little bit.

Commissioner Wannemacher (47:46): Mr. Kilborn.

Derek Kilborn (47:47): I think that one of the questions and concerns is the list of land uses that can be considered in this industrial category. Before we get to the commercial, I do want to point out to the commission that there is an option today under the existing rules to develop a 100% multi-family residential project. Under State Senate Bill 102, the Local Act, there is an option to develop 100% multi-family in an industrial-zoned area. That option allows you to develop up to the maximum density permitted City-wide, which in the case of the City of St. Petersburg, would be 82-units per acre and the maximum allowable height for that development could be up to the maximum height allowed within one mile of that subject property. Now, the condition under that state statute is that 40% of the provided multi-family units is required to be provided as an affordable workforce unit at 120% of Area Median Income or below, so there is a multi-family residential option that exists today. The work that we are doing is to consider the expansion of uses beyond manufacturing and employment office that might allow for some introduction of complimentary commercial uses such as the potential for retail storefront or a restaurant that completes more of a complimentary set of uses there to create an activated district, particularly along 22nd Street. As you work through the list of option here, when you start at the County-wide rules, the language for the target Employment Center overlay requires that some of those uses be provided concurrently with what other non-target Employment Center uses might be built on the

site. When we go from the County-wide rules which talk about that and we move into the Comprehensive Plan language that you're considering today, our sentence says the same thing, "To mirror the County-wide rules, target employment uses are required to be developed concurrently with or before all other non-targeted employment uses." The real substance of this comes after, when we get into the Land Development Regulation portion where we will actually itemize by line item the specific uses that will be allowed in the District. Right now, what you're looking at is simply the foundation that is required in the Comprehensive Plan to allow consideration of these other uses. Now, what is used to create the LDR language? Well, in order for the LDR language to work and be found consistent with the Comprehensive Plan, we have to show that it is consistent with the SunRunner Rising Study, which is doubling here as the Special Area Plan for the changes that are being considered. When we take these Comprehensive Plan amendments, they go with the Special Area Plan description that's included in the packet, we append our LDR text, which is going to come later, after this, and together those things are presented to the County for the County's final review and finding of consistency with their County-wide rules. The combination of uses is a discussion that will come later under the LDR portion. I think here there has been some question of whether mixed-use is required to be provided in every project or could something be built, as for example, 100% multi-family residential. Our contention is that the developments here have to be mixed-use and that they are providing some target employment or commercial use in addition to whatever use might otherwise not be allowed in this category today. I'm sorry, I think that closing kind of, probably confused you a little bit.

Commissioner Wannemacher (52:47): Question…when will the DRC be taking up the new LDR changes associated with this Comp Plan and this…?

Derek Kilborn (53:00): What's the date on that? The DRC schedule is tentative right now. I can get that date for you, but it's still a few months out. We have to finalize what the LDR package is going to look like.

Commissioner Wannemacher (53:15): Will the stakeholders, specifically, the Warehouse Arts District stakeholders receive some kind of a draft of that agenda item or those revisions in sufficient time so that they can adequately review it?

Derek Kilborn (53:42): Yes.

Commissioner Wannemacher (53:43): Okay.

Derek Kilborn (53:44): Right now, everything is tentative.

Commissioner Wannemacher (53:45): Okay.

Derek Kilborn (53:46): Right now, according to our website, we are tentatively looking at January 3rd as the DRC hearing on the LDR Text Amendments.

Commissioner Wannemacher (53:47): Okay.

Derek Kilborn (53:49): Typically, what we do is…for that of course, we know the issues that are of concern and were expressed here today are more substantively addressed through the LDR's, so we haven't been as proactive with this Comp Plan piece on integrating stakeholders in this step of the process. We have received valuable input from the individuals you heard from today. We will continue to review their materials in the context of this larger consideration. This is a City-wide effort, and we want to make sure the changes that are incorporated in this area are perceived to be in the best interest of the community and not just specifically delineated or drawn from a particular plan that has maybe presented to us in some of these preliminary steps.

Commissioner Wannemacher (54:49): Okay. Well, that would be important. I mean, we only had three speakers today and they were all representing the Warehouse Arts District. It sounds like it will be over the holidays, so that makes it a little challenging, but it will be important that that communication lines remain open and that the stakeholders are heard.

Derek Kilborn (55:12): I think one thing that I've learned through this process over the last few years, and so I only offer this as a comment of clarification. You did hear from several individuals today, but what I have always perceived to be the Warehouse Arts District as a collective, I have been careful to not draw conclusions about the organization collectively, which is distinct from individuals who are speaking at different meetings or workshops that we've hosted. I'm not saying that the individuals today don't represent the majority interest of the Warehouse Arts District, just suggesting that we be careful about characterizing it that way without an official representation from the entity itself.

Commissioner Wannemacher (56:02): Noted. Thank you. Does anybody have any comments, questions? Yes, Commissioner Jeffrey.

Commissioner Jeffrey (56:09): I always get nervous when I see planning documents draw a big round circle on something and stamp it down and go 'here, do this'. I want to commend Staff for actively for putting together a very unusually shaped pattern that protects the historic districts that are there and recognizes the areas where land is available for development. There was push from one group to go up into 22nd Street North. For the record, I think it's important to know that that area has densities of average of 24-units an acre and some parcels as high as 60-units an acre of smaller apartments that are affordable housing and I think it's very important that we recognize when those things exist and protect them. Anyways, kudos for coming up with something that addressed many of the needs and recognizing areas that want the development. Thank you.

Commissioner Nelson (57:15): I had a comment.

Commissioner Wannemacher (57:16): Yes. Commissioner Marbet.

Commissioner Nelson (57:17): Nelson.

Commissioner Wannemacher (57:19): Oh, sorry, sorry. Nelson, sorry.

Commissioner Nelson (57:23): Just in general, I don't really think that necessarily applies to any one item, it was just more so reviewing everything from my perspective and my professional

experience is we are talking about an industrial area. We are talking about putting families in an industrial area and I deal a lot in environmental due diligence where I am actively researching impacts of certain land uses around other land uses and how that can either positively or negatively affect a property. After looking at the SunRunner Study and how it had that shaded map indicating areas of vulnerable populations and it was very heavily a vulnerable population that is susceptible to displacement. We're advocating it kind of seems like for a residential uses alongside of industrial uses and I just wanted my professional experience to be known, that that can be harmful to human health, and it is a bit concerning. I just wanted to point that out and that also kind of what you said to about hearing…what you were saying about not feeling like you were being communicated as a stakeholder. I think just making sure that everything is communicated effectively to people in that district, because it does seem like there's very few residences and I think that just making sure that they are getting everyone's input, so everyone does have an equal platform to represent their opinions. It is a little bit concerning about something being around the holidays. I know it's tight with travel and family and stuff like that, so those are just a couple of my comments and concerns.

Commissioner Wannemacher (58:58): Thank you Commissioner Nelson. Any other comments? I do just have a question. I assume that there is a masterplan for the SunRunner that maybe identifies an extension of the route or potentially new routes or new stop locations. How might this plan…what would be the effect of any new routes or extensions of…or of the SunRunner be on this plan?

Britton Wilson (59:39): Any extensions would require a very in-depth planning process.

Commissioner Wannemacher (59:43): Okay.

Britton Wilson (59:45): There could be extensions from 34th Street, from US-Alternate 19.

Commissioner Wannemacher (59:52): Nothing is just automatically implemented because a new stop is located at a certain intersection and then all of a sudden, the bubble that allows additional upzoning doesn't automatically happen. It all still has to go through planning and review and approval. Just wanted to confirm that.

Derek Kilborn (1:00:17): I initially had a different answer for your question.

Commissioner Wannemacher (1:00:19): Oh.

Derek Kilborn (1:00:20): He did it that way, I'll give you both and work backwards.

Commissioner Wannemacher (1:00:22): Okay.

Derek Kilborn (1:00:23): I think what I hear you saying is that if a new station area is added that was not part of the original SunRunner Rising Study…

Commissioner Wannemacher (1:00:31): Right.

Derek Kilborn (1:00:32): Does that automatically change how we look at the land use and zoning around and the answer is 'no'. If a new station is added, and there's interest in changing the land use and zoning around that station area, it's going to have to go back through this process. We would have to make changes to the Special Area Plan language and then we would have to make amendments on potentially the Future Land Use Map and zoning map and we may have to make text amendments to the Comprehensive Plan and LDR's based on whatever's being proposed. Regarding feeders, there has not been any discussion about a BRT feeder projecting off of this line. There has been some preliminary discussion about a BRT being considered for 34th Street, but our focus here when it comes to the target Employment Center area, I think reinforces some of our thinking about the need to connect Central Avenue to the Deuces, which is below the interstate and is there a way to…I think everybody agrees, is there a way to make that a more active purposeful connection in what is right now has big gaps of either vacant land or industrial warehouse. That's why I think, you see this support for introducing other uses that can help activate the 22nd Street frontage and close the gap that currently exists between the Deuces and Central. In terms of a formal feeder related to the Bus Rapid Transit System, there hasn't been discussion about doing that in that 22nd Street corridor.

Commissioner Wannemacher (1:02:26): Another comment. I noticed in the SAP Area Mobility Map that there are several parcels or areas that do not have sidewalks…pedestrian sidewalks or potentially the don't have safe bicycle lanes. Will there be an effort to increase the pedestrian mobility and the safe bicycle lanes in this area alongside this plan?

Derek Kilborn (1:03:04): The short answer is 'yes'.

Commissioner Wannemacher (1:03:04): Okay.

Derek Kilborn (1:03:05): The details behind that is I'm not sure. What I mean by that is I know that the Warehouse Arts District has been previously evaluated for mobility improvements. There has been what we've heard through the different stakeholder meetings a want for things to move a little quicker in terms of the improvements being implemented. My understanding is the needs have been identified but the execution has been slow. Those will continue to be considered and through our different budgeting and different departments, attempts will be made to complete those connections based on where the gaps exist and what development is coming forward there might be opportunities for us to address that through the LDR Design Standards, similar to how we handle streetscapes in the Downtown Center zoning category. In some sections, that can be handled through the LDR Design Standards.

Commissioner Wannemacher (1:04:12): We need to make it safe for pedestrians to get to the SunRunner from all locations within this zone. I think that should a priority and I think it should be something that can potentially fall to the developers and not just be burdened by the City. Okay. Any other comments? Yes, Commissioner Carrasco.

Commissioner Carrasco (1:04:41): This is for my personal edification on this. Clarification on what constitutes stakeholders here. Is this individual and or entities that own real property within this district or is this just any interested party?

Derek Kilborn (1:04:57): Anybody who will listen and provide feedback to our office. We have approached this in different ways. We tried to make sure that we are hearing from what would be defined as different stakeholder groups. I already mentioned to you in this discussion how I went into this years ago thinking about the Warehouse Arts District and where I am right now. I thought that the Warehouse Arts District as an entity was a cohesive unit representing the individual interests of the property owners and artists, but I have heard different conflicting opinions about what should be happening here and what is the future direction for that area. I tried to be a little more purposeful in identifying different groups and maybe approaching them in different ways, whether that's identifying somebody in a comment on social media to an article and then reaching out to them privately and getting feedback that way. We've definitely been trying to get information from people who don't normally attend, what we would call classic stakeholder feedback sessions, whether that's an information workshop or a survey. Sometimes people are uncomfortable responding in those forums, so we tried some different approaches.

Commissioner Nelson (1:06:25): I have a question and a comment on that. I think since we are talking about heavily commercial area, I mean, these are people with jobs, people with 9-5 responsibilities. Perhaps coming up with something that's a little bit out of pocket might help. You know, it's not necessarily…if these are…if we are talking about stakeholders, like you said, you know, it's just not people that reside and work within that. I do think that it maybe needs to be a little bit out of the box, you can get more feedback. Because if people are working 9-5 and they can't show up to a 2 o'clock meeting on a Tuesday or whenever the LDR is.

Derek Kilborn (1:07:03): Right.

Commissioner Nelson (1:07:04): That's just my comment.

Commissioner Wannemacher (1:07:05): Thank you. Anymore comment, questions? Okay. Seeing none, we will close the Executive Session and ask for a motion, please.

Motion (1:07:28): ***Commissioner Jeffrey moved approval of the Community Planning and Preservation Commission in its capacity as the Local Planning Agency make a finding of consistency with the Comprehensive Plan and recommend to City Council approval of the Comprehensive Plan Text Amendments described within the Staff report.***

(1:07:48) Commissioner Michaels, second.

Roll Call (1:07:53)

YES – 6 – Wannemacher, Jeffrey, Gardner, Nelson, Carrasco, Michaels.
NO – 0 – None.

Motion passed unanimously.

VI. MINUTES (Approval of October 10, 2023 Minutes)

The minutes from the October 10, 2023, meeting were approved unanimously

VII. UPDATES AND ANNOUNCEMENTS

VIII. ADJOURN at 1:10 P.M.

IX. WORKSHOP: Fences Within Local Historic District

Workshop regarding fences within local historic districts. Discussion will include general background, recent past precedents for fence approvals by the CPPC, and new discussion about the design and procedures for fence approvals within legal front and street side yards.

STAFF CONTACT: Derek Kilborn | Derek.Kilborn@stpete.org

The following page(s) contain the backup material for Agenda Item: Ordinance 583-H amending the St. Petersburg City Code creating a new Section 16.30.050 Sunrunner Target Employment Center – Local Overlay; providing for definitions, including local overlay specific uses; providing standards for Development and Design in the overlay district; providing for severability; and providing for an effective date. (LDR 2024-03)
Please scroll down to view the backup material.



J-4

ST. PETERSBURG CITY COUNCIL

Meeting of September 5, 2024

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

SUBJECT: City File LDR 2024-03: Proposed text amendments to the Land Development Regulations for the purpose of establishing regulations for the SunRunner TEC-Local Overlay at the 22nd Street South station.

Ordinance 583-H amending the St. Petersburg City Code creating a new Section 16.30.050 SunRunner Target Employment Center – Local Overlay; providing for definitions, including local overlay specific uses; providing standards for Development and Design in the overlay district; providing for severability; and providing for an effective date.

RECOMMENDATION:

Administration: City staff recommends APPROVAL.

Public Input: The June 6, 2024, staff report included a 316-page binder of miscellaneous reports and support letters organized by a property owner in the subject area and generally supporting the comprehensive proposal. The binder was provided to the Development Review Commission on January 10, 2024, and similarly linked in the City Council staff report on June 6, 2024. An additional 10 letters of support were included representing one neighborhood association, one business association, and several individuals and arts-affiliated organizations. Following publication of the original staff report online, but prior to the June 6, 2024, City Council public hearing, approximately 45 emails were sent to City Staff and City Council advocating for the elimination of minimum parking requirements. In response, City Staff met with an organizer of this email campaign and the President of the Palmetto Park Neighborhood Association to discuss further. On August 21, 2024, the Mayor's Bicycle Pedestrian Advisory Committee met and provided feedback on the proposed parking standards, see attached.

Development Review Commission: On May 1, 2024, the DRC held a public hearing regarding the proposed text amendments to the Land Development Regulations and made a finding of consistency with the City's Comprehensive Plan and voted 7-to-0 to recommend APPROVAL.

Development Review Commission discussion included the following:

- ***Definitions***. Commission Members asked several questions clarifying definitions in proposed Section 16.30.050.
- ***Target Employment Uses Required***. Commission Members asked several questions regarding proposed Section 16.30.050.4.1.A *Target Employment Uses Required* and Section 16.30.050.4.1.B *Qualified Target Employment Uses*.

This exchange included detailed questions about the required space for qualified target employment uses and whether the required space needs to be reserved or activated prior to issuing a Certificate of Occupancy for any non-target employment uses. The required gross floor area for target employment uses is required to be completed but is not required to be activated with leased tenants.

The discussion also focused on proposed Section 16.30.050.4.1.B.15. At the time of the DRC public hearing, the proposed text stated that "Any use permitted as a principal use in the Industrial Traditional (IT) zoning district" shall be considered a target employment use. DRC members pointed out that certain permitted, principal uses might not be employment generating, such as structured parking and self-storage. In response to DRC concerns for a narrower interpretation, City Staff has subsequently amended this section to explicitly list qualified uses under the existing IT zoning district.

- ***Maximum Development Potential: Floor Area Ratio (FAR)***. Proposed Section 16.30.050.5 identifies the maximum intensity allowed as 1.5 FAR with additional bonuses up to a maximum 5.0 FAR. If the proposed development includes residential dwelling units, the first 1.0 bonus FAR (between 1.5-2.5) shall be related to workforce housing. For any FAR bonus above 3.5, the next 0.5 bonus FAR (between 3.5-4.0) shall be related to industrial and creative uses and affordable commercial space program. One stakeholder requested that the base FAR be elevated to 2.0 FAR and DRC members considered other alternatives. No changes were made prior to the first City Council public hearing on June 6, 2024; however, City Council further discussed the FAR issue and an updated alternative is outlined below.

Previous City Council Action: On June 6, 2024, City Council conducted the first reading and first public hearing regarding this matter and voted unanimously to set the second reading and adoption public hearing for September 5, 2024.

Several topics were discussed at this first public hearing. In response, City Staff has prepared an amended ordinance using strike-through/underline to highlight the changes made since June 6, 2024:

- ***Floor Area Ratio Calculation.*** Text was added to clarify how the floor area is to be calculated for purposes of the required TEC employment space.
- ***Base Floor Area Ratio Increased.*** Administration is supporting an increase in base FAR from 1.5 to 2.0 with the addition of a Workforce Housing Bonus requirement for smaller residential projects over 20 residential units but less than 2.0 FAR. This will address concerns about the reduction of workforce housing resulting from increasing the base FAR and reflects the current priorities for addressing housing affordability with all LDR text amendments. The bonus provision allows for an increase of market rate units with the inclusion of workforce housing units, at a ratio of 4 market rate units for every 1 workforce housing unit. For example, a 100-unit project would provide 20 workforce housing units or 20%. A 60-unit project would provide 10 workforce housing units or 16.6%.
- ***Temporary Uses.*** As a result of the discussion on temporary, interim uses, City Staff expanded the applicability and hours of operation for Vending, Roadside Markets. This use is allowed with an annual permit and no hard cap on the duration of time. Expansion for the allowance of mobile food trucks and special events similarly are allowed through special event permits that are not subject to the 6-month-12-month limit for other types of temporary uses such as temporary parking lots.

Forward Pinellas (Pinellas County): On July 10, 2024, Forward Pinellas unanimously recommended approval of application no. "Case CW 24-13 St. Petersburg" following a presentation by Forward Pinellas staff. The recommended Countywide Plan Map Amendment would establish the SunRunner

Target Employment Center – Local Overlay, which is supported by the associated Special Area Plan (Ordinance 577-H, LGCP 2024-01) and LDR text amendments included here (Ordinance 583-H, LDR 2024-03).

Countywide Planning Authority (Pinellas County): On August 13, 2024, the Countywide Planning Authority (CPA) unanimously approved application no. "Case CW 24-13 St. Petersburg" without presentation or discussion. The CPA action officially approved a Countywide Plan Map Amendment establishing the SunRunner Target Employment Center – Local Overlay, which is supported by the associated Special Area Plan (Ordinance 577-H, LGCP 2024-01) and LDR text amendments included here (Ordinance 583-H, LDR 2024-03).

Recommended City Council Action:

1) CONDUCT second reading and second public hearing of the attached proposed ordinance; and
2) APPROVE the proposed ordinance

Attachments:

1) Ordinance 583-H clean version and strike-through/underline version; 2) DRC Staff Report; 3) Public Comments; and 4) Transportation and Parking Management Department correspondence regarding Mayors Bicycle Pedestrian Advisory Committee

ORDINANCE NO. 583-H

AN ORDINANCE AMENDING THE CITY CODE CREATING A NEW SECTION 16.30.050 – SUNRUNNER TARGET EMPLOYMENT CENTER – LOCAL OVERLAY; PROVIDING FOR DEFINITIONS, INCLUDING LOCAL OVERLAY SPECIFIC USES; PROVIDING STANDARDS FOR DEVELOPMENT AND DESIGN IN THE OVERLAY DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN:

SECTION ONE. A new Section 16.30.050 SunRunner Target Employment Center - Local Overlay is hereby created to read as follows:

SECTION 16.30.050. SUNRUNNER TARGET EMPLOYMENT CENTER LOCAL OVERLAY

16.30.050.1. - Applicability.

This section applies to any property within the SunRunner Target Employment Center Local Overlay (SunRunner TEC-Local Overlay) as depicted as a zoning overlay on the Official Zoning Map. The following regulations provide an alternative development option within the overlay district. A property owner may opt to develop under these standards or may utilize the development standards in the underlying Industrial Traditional (IT) district in Section 16.20.100.

16.30.050.2. – Introduction to the SunRunner TEC-Local Overlay.

The SunRunner TEC-Local Overlay is established as a subcategory of the existing Target Employment Center (TEC) Overlay designated on the Future Land Use Map. The standards and requirements of the SunRunner TEC-Local Overlay are established in accordance with the SunRunner Rising Development Study and SunRunner Rising Special Area Plan.

The purpose of the SunRunner TEC-Local Overlay is to allow and encourage a variety of uses and building typologies that support and attract target employment users in the creative industries. The overlay district allows alternative permitted uses, density, intensity, and development standards than what is typically permitted in the industrial zoning districts to encourage transit-oriented development in the SunRunner 22nd Street station area by allowing non-

industrial uses to develop alongside small-scale fabrication, makers, and arts spaces when performance measures are met.

The SunRunner TEC-Local Overlay is located over Industrial Traditional (IT) zoned land south of 1st Avenue South, east of 24th Street South, and north and west of Interstate 275. The overlay district is south of the SunRunner Bus Rapid Transit (BRT) 22nd Street South Station and SunRunner BRT Activity Center, and north and east of established, predominantly single-family neighborhoods. This area is characterized by small-scale manufacturers and artisan users with industrial and warehouse needs. The overlay district functions as a place where people go to patronize and experience unique local businesses known for on-site production with a creative orientation.

The overlay district establishes provisions to incentivize and retain a mix of spaces for target employment users involved in small-scale manufacturing, artisanal production, brewing and distilling, design services, artist studios, creative incubators, and other light industrial, arts-related activities that are compatible with residential and commercial areas. This area also provides opportunities for target industry-supporting retail, office, research and educational activity, as well as opportunities for residential development that is provided concurrently with or after target employment uses.

Development standards in the SunRunner TEC-Local Overlay:

- Reinforce the creative industrial character of the area;
- Establish guidelines to retain and protect small-scale industrial uses;
- Encourage urban form design components and public realm improvements that promote walkability to support public transportation, use of the Pinellas Trail, and other multi-modal transportation alternatives.

16.30.050.3. – Use Descriptions.

For the purpose of this section, the following terms and definitions apply:

Artisanal production. The onsite production of hand-fabricated or hand-manufactured parts and custom or craft consumer goods based on the skill and knowledge of the artisan and the use of hand tools or small-scale, light mechanical equipment. The artisanal production category includes apparel manufacturing, cabinetry, furniture making, glass working, jewelry making, metal working, pottery, sculpture, personal care products, wood working, and their substantial equivalents. Showrooms and the ancillary sales of goods produced on-site or customarily found in association with the type of business are permitted.

Arts Education. Establishments that provide general or specialized education, instruction, or training in the arts and creative enterprises to individuals or groups.

Arts-Related Sales and Services. Establishments selling, leasing, or renting finished artwork, supplies used to support artisanal production work, musical instruments, multi-media, publications, or other hand-fabricated goods produced as a result of the skill and knowledge of an artist or artisan to the general public, businesses, or institutions.

Artist Retreat. Establishments providing transient accommodation units in relationship with a museum, gallery, art production facility, art exhibition, or other creative enterprise facility that

are available to artists, apprentices, or students of an arts education program more than three times in any consecutive 365-day period, each for a term less than 30 days. Artist retreat uses shall provide designated space for creative work, arts education, or art exhibition, such as a studio or art gallery. Artist retreat transient accommodation units shall only be available to registered participants of the retreat's activities.

Craft Food and Beverage Production. Establishments engaged in on-site, small-scale production of hand-crafted, specialty food and beverage products. Typical examples include bakeries, breweries, chocolatiers, coffee roasters, confectioneries, and distilleries. Tasting rooms and the ancillary sale of products produced on-site or customarily found in association with the type of business are permitted, not to exceed 50% of gross floor area.

Creative Incubators. Establishments providing multiple individuals, organizations, or small firms access to collaborative or shared workplace facilities and business or administrative services, education, mentoring, and networking related to work in the arts and creative enterprises. These establishments typically offer access to low-cost studio spaces, business/administrative services, and specialized equipment to support the creative endeavor.

Laboratories and Research and Development. In addition to the definition provided for this use in section 16.10.020.1 – Matrix: Use Permissions and Parking Requirements Matrix and Zoning Matrix, in the SunRunner TEC Local Overlay district this use may also include the following establishments:

(1) Arts Lab or Research Facility. An establishment used for the experimentation and exploration of new techniques and technologies involved in the creative enterprises, including but not limited to artificial intelligence, digital media, interactive installations or exhibits including virtual reality, multimedia projects, music composition or production, sound design, and fashion.

(2) Test Kitchen. An establishment where professionals involved in the food and beverage industry explore and refine innovative techniques related to the culinary arts. Such use provides multiple cooking stations designed for researching, developing, and testing new recipes, cooking methods, or flavor combinations. Such use may include a tasting room, where the general public samples the facility's products, as an ancillary use not to exceed 50% of gross floor area.

Office, Business Incubator. Establishments providing multiple start-ups and other small firms with access to collaborative or shared workplace facilities including office space, event space, and conference rooms; prototyping space, electronics labs, or machine shops with equipment; and business or administrative services, education, and networking.

Office, Co-Working. Establishments providing multiple individuals or small firms access to collaborative or shared workplace facilities including, but not limited to, office suites, for-rent 'hot desks', dedicated workstations, meeting rooms, conference rooms, event space, resource libraries, and business or administrative support services.

Office, Design Services. Establishments that provide design services to individuals, groups, or businesses including architectural design, fashion design, graphic design, interior design, industrial design, landscape architecture, product development, software development, urban design, and their substantial equivalents.

Target employment use. Within the SunRunner TEC-Local Overlay district, target employment uses shall mean those employment-generating uses related to small-scale manufacturing, fabrication, and assembly, research and development, design services, artist studios, and other light industrial or creative enterprises, as identified in section 16.30.050.4.1.B.

16.30.050.4. - Use Standards.

16.30.050.4.1. – Permitted Uses.

A. *Target employment uses required.*

1. All sites shall incorporate one or more target employment uses provided under section 16.30.050.4.1.B, such that the total minimum combined floor area of all target employment uses on the site is equal to or greater than 30-percent of lot area or 40-percent of the first floor area, whichever is less. Where there are multiple buildings on a site, the 40-percent applies to the first floor of all buildings. For sites with one-story building(s) only, the total minimum combined floor area of all target employment uses on the site shall be 30-percent of total gross floor area of all buildings on the site. For purposes of calculating the required floor area of target employment uses, the area of the first floor shall include the total gross floor area of all buildings on a site, including ground-floor level area associated with stair and elevator towers, enclosed common areas, and enclosed or partially enclosed vehicular use areas. The required TEC-square footage may be provided in any of the buildings, as long as the total equates to the required minimum.
2. Any floor area that is not used for target employment uses may be used for one or more of the non-target employment uses.
3. *Target employment uses required to be provided concurrently*. No Certificate of Occupancy shall be issued for any non-target employment use on a site until the required gross floor area for target employment uses is completed.

B. *Target employment uses*. A building or site shall include one or more of the following uses to satisfy the target employment use requirement of this subsection. Any additional use allowed as a target employment use in the SunRunner TEC-Local overlay district as determined by the POD shall be primarily related to small-scale production, the arts or other creative enterprises and shall be consistent with the intent and purpose of the SunRunner TEC-Local overlay.

1. Artisanal Production;
2. Arts Education;
3. Arts-Related Sales and Services;
4. Artist Retreat;
5. Craft Food and Beverage Production;
6. Creative Incubator;
7. Laboratories and Research and Development, Arts Lab or Research Facility;

8. Laboratories and Research and Development, Test Kitchen;
9. Museum;
10. Office, Business Incubator;
11. Office, Co-Working;
12. Office, Design Services;
13. Office, General;
14. Performing Arts Venue (500 seats or less);
15. The following uses which are permitted as a principal use in the Industrial Traditional (IT) zoning district:
    a. Brewery
    b. Catering Service/Food Service Contractor
    c. Commercial Garden and Greenhouse
    d. Construction Establishment
    e. Government Building and Use
    f. Laboratories and Research and Development
    g. Manufacturing – Light, Assembly and Processing
    h. Manufacturing – Heavy
    i. Motor Vehicle Service and Repair
    j. Nursery
    k. Office, Temporary Labor (Day Labor)
    l. Office, Veterinary
    m. Publishing and Printing
    n. Recycling Center
    o. School, All Others
    p. Service, Fleet Based
    q. Studio
    r. Warehouse
    s. Wholesale Establishments

16.30.050.4.2. – TOD Supportive Uses.

The SunRunner TEC-Local Overlay permits alternative uses than what is traditionally allowed in the industrial traditional zoning district to encourage transit-oriented development in the SunRunner 22nd Street station area. The City is committed to preserving and protecting the existing creative industrial character of the SunRunner TEC-Local Overlay while also recognizing

the opportunity for additional non-target employment uses to develop in appropriate locations to create a vibrant, mixed-use environment supported by multimodal transportation options.

A. The following alternative TOD supportive, non-target employment uses are allowed in the SunRunner TEC Local Overlay district when the target employment use requirements provided under section 16.30.050.4.1 are satisfied. Refer to section 16.10.020.1 – Matrix: Use Permissions and Parking Requirements Matrix and Zoning Matrix for use definitions.

1. *Accessory, Dwelling Unit*. May be permitted only on lots with an existing detached single-family house;
2. *Accessory Artist in Residence*. May be permitted in excess of 10% of gross floor area, not to exceed 50% of gross floor area, and allowed to contain more than one dwelling space on lots with an existing target employment use or in new developments when a target employment use occupies at least 50% of gross floor area;
3. Dwelling, Live/Work;
4. Dwelling, Multifamily. May be permitted up to 20 dwelling units an environmental report of the surrounding industrial uses and potential future industrial uses, including any mitigation measures needed to address the health and safety of future residents due to proximity to such uses, such as but not limited to a Noise Impact Assessment and an Air Quality Analysis is provided. Additional units may be permitted with a Workforce Housing Bonus in accordance with the City's workforce housing program.
   a. For projects with an intensity of less than 2.0 FAR, the bonus shall be a Workforce Housing Density bonus consisting of 4 market rate units for every 1 Workforce Housing Unit provided.
   b. For projects of 2.0 FAR or greater, a Workforce Housing Intensity Bonus shall be provided in accordance with Section 16.30.050.5.1.
5. Bed and Breakfast;
6. Hotel;
7. Restaurant and Bar, Brewpub;
8. Restaurant and Bar, Indoor;
9. Restaurant and Bar, Accessory Outdoor Area;
10. Restaurant and Bar, Indoor and Outdoor;
11. Retail Sales and Service;
12. Service Establishment;
13. Service, Personal;
14. Commercial Recreation, Outdoor;
15. Health Club;
16. Performing Arts Venue (Indoor and Outdoor)

16.030.50.4.3. – Parking Requirements.

A. Target employment uses are exempt from the minimum number of parking spaces required.

B. TOD supportive uses shall provide the minimum number of parking spaces required for the use pursuant to section 16.10.020.1 – Matrix: Use Permissions and Parking Requirements Matrix and Zoning Matrix, Downtown, except as noted in the following:

1. Where an individual nonresidential space facing 22nd Street South or the Pinellas Trail is equal to or less than 30 feet in width and measures 3,000 square feet or less in gross floor area, there shall be no required parking. A qualified individual nonresidential space shall be located on the ground floor, adjoining the pedestrian sidewalk, and include a storefront entrance; and

2. Where an existing building or portion thereof is converted to a TOD supportive use, the required parking may be reduced by up to 5 parking spaces.

C. Where a property, in whole or part, is located within ¼-mile of the SunRunner 22nd Street South station or the Pinellas Trail right-of-way, the minimum number of parking spaces required may be reduced by 25 percent. This 25 percent reduction may be combined with other parking reductions allowed under section 16.40.090.3.2 – Minimum number spaces required, except that it shall not be combined with the reduction allowed for proximity to high-frequency transit routes.

D. Developments shall comply with the minimum bicycle parking requirements established in section 16.40.090.4. All developments with frontage along the Pinellas Trail shall provide a minimum of 2 short-term bicycle parking spaces, or 1 per 5,000 square feet of ground-level gross floor area, whichever is greater, regardless of use.

16.30.050.5 - Maximum Development Potential.

Achieving maximum development potential will depend upon market forces, such as minimum desirable unit size, and development standards, such as minimum lot size, parking requirements, height restrictions, floor area ratios, maximum building and impervious surface ratios, and building setbacks.

TABLE 16.30.050.5.a: Maximum Intensity	
Intensity	
Intensity, Minimum: Target Employment Uses	30-percent of lot area or 40-percent of the first floor area, whichever is less[1]
Intensity, Maximum: Base	2.0 FAR
Intensity, Maximum: With Bonuses[2]	5.0 FAR
Maximum impervious surface	0.95
Additional Notes:	

[1] Target Employment Uses shall be provided before or concurrently with all other uses at a minimum intensity of 30% of the lot area or 40% of the first floor area, whichever is less. Where there are multiple buildings on a property, the 40% applies to the first floor of all buildings. For sites with one-story building(s) only, the total minimum combined floor area of all target employment uses on the site shall be 30 percent of total floor area of all buildings on the site. Refer to section 16.30.050.4.1.A.1 for standards regarding calculation of first floor area.
[2]See section 16.30.050.5.1 for FAR bonus requirements.

16.30.050.5.1. - Bonuses to FAR Calculations in the SunRunner TEC Local Overlay District.

Projects within the SunRunner TEC Local Overlay district may qualify for an additional intensity bonus. These bonuses are specifically written to provide support for TEC-Local uses and the SunRunner BRT. Projects receiving FAR bonuses shall not exceed the maximum intensity allowed for the site. To qualify for bonuses: a project shall comply with all minimum use requirements of the SunRunner TEC-Local Overlay district.

If the proposed development includes residential dwelling units, the first 1.0 bonus FAR shall be selected from a. Workforce Housing, as shown in Table 16.30.050.5.1. For any FAR bonus above 3.5, the first 0.5 bonus FAR shall be selected from b. 1-3 or c.1-2, as shown in Table 16.30.050.5.1. Thereafter, any bonus or combination of bonuses is allowed.

Once a project has been determined to qualify for bonuses by the POD, the development may utilize any combination of the bonus provisions listed in this subsection to attain the desired additional development rights, except as otherwise limited by these regulations.

TABLE 16.30.050.5.1: Bonuses to FAR calculations in the SunRunner TEC Local Overlay District	
FAR Bonuses	
a. Workforce Housing	**Minimum Bonus Increment is 0.1 FAR**
1) For each additional 1.0 FAR or fraction of the bonus FAR requested, five percent of the total number of housing units shall be provided, on site, as workforce housing units. Units associated with this bonus shall meet all requirements of the City's workforce housing program.	Not limited
2) Provide financial support to the City's housing capital improvements projects (HCIP) trust fund or its successor fund equal to one half of one percent or more of the total construction cost per each 0.5 of FAR bonus.	Not limited
b. Land Uses	**Minimum Bonus Increment is 0.5 FAR**
1) Provision of target employment uses above the required minimum percent.	0.5 FAR for every additional 5% above the

	required minimum percent
2) Provision of industrial or artisanal production space with 16-foot floor-to-ceiling clearance and load bearing floors, serviced directly by appropriate loading access (such as double wide doors, ramps, freight elevators), ventilation, and other characteristics necessary for future use consistent with industrial and maker spaces.	0.5 FAR per 5,000 square feet
3) Provide affordable commercial space in accordance with City Affordable Commercial Space Program to fulfill at least 50% of the target employment use requirement. Must rent for current calendar year district average for 10 years, with 5% max increase per year.	0.5 FAR per 5,000 square feet
c. Streetscape Design, Street Frontage, and Pinellas Trail Frontage	**Minimum Bonus Increment is 0.5 FAR**
1) Provision of small storefront spaces along 22nd Street South with tenant improvements for immediate occupancy by target employment uses. Qualified small storefront spaces shall not exceed a maximum width of 30 feet and be incorporated into a minimum 50% of the linear building frontage.	0.5 FAR per 5,000 square feet
2) Provision of leasable shared workspace, flex space, or micro-retail spaces (less than 200 square feet) with tenant improvements for immediate occupancy by target employment uses.	0.5 FAR per 5,000 square feet
3) Provision of pedestrian-oriented uses adjacent and connected to the Pinellas Trail, such as retail, restaurants, bars. Pedestrian-oriented uses shall be provided within 30 feet of the trail right-of-way and shall be incorporated into a minimum of 65% of linear building frontage and shall have at least 30% transparency at ground level.	0.5 FAR per 5,000 square feet
4) Provide financial support to the City's streetscape improvement program equal to one-half of one-percent or more of the total construction cost per each 0.5 FAR bonus	0.5 FAR, not to exceed 1.0 FAR
5) Site improvements in accordance with the 2018 Warehouse Arts District Deuces Live Joint Action Plan, including but not limited to trail corners (private and public spaces designed with electrical connections, pedestrian lighting, and other elements to ensure the space is equipped for "pop-up" uses), resting areas, plazas featuring sculptures or other interactive artistic displays, reserved spaces for floor graphics and wall murals, bike share stations, etc. where the cost of such improvements can be demonstrated to be equal to one-half of	0.5 FAR

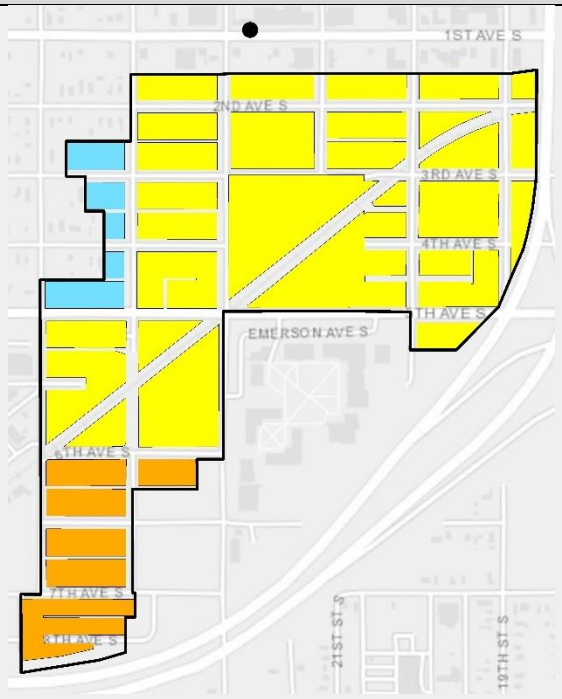
one-percent or more of the total construction cost per each 0.5 FAR bonus.	
6) Provision of publicly accessible space that is adjoining the 22nd Street South corridor.	0.5 FAR per 5,000 square feet

16.30.050.6. - Building Envelope: Maximum Height and Building Setbacks.

The height restrictions do not correlate directly to the zoning districts. They are designed to concentrate heights around the 22nd Street South SunRunner BRT station and then transition toward existing maximum building heights in the surrounding neighborhoods.

TABLE 16.30.050.6.a: Maximum Building Height

Building Height [1]



Area	Maximum Height [1]
	86-feet [2]
	56-feet [2]
	35-feet

[1] Refer to technical standards regarding measurement of building height and height encroachments.

[2] An additional height of 10-feet is allowed for nonresidential spaces that do not exceed 25 percent of the total rooftop area.

TABLE 16.30.050.6.b: Minimum Building Setbacks	
Building Setbacks [1]	
Yard Adjacent to Streets	0-feet or 15-feet from the curb, whichever is greater
Yard Adjacent to Streets, abutting NT Zoning	10-feet
Yards Abutting the Pinellas Trail	0-feet
Interior Yards	0-feet
Interior Yards, Abutting NT Zoning	20-feet
[1] Refer to technical standards regarding measurement of building setbacks and setback encroachments.	

16.30.050.7. - Building Design.

The following design criteria allow the property owner and design professional to choose their preferred architectural style, building form, scale and massing, while creating a framework for good urban design practices which create a positive experience for the pedestrian.

16.30.050.7.1. - Buildings and Site Design, Generally.

A. *Site layout and orientation*. The City is committed to creating and preserving a network of linkages for pedestrians. Consequently, pedestrian and vehicle connections between public rights-of-way and private property are subject to a hierarchy of transportation, which begins with the pedestrian.

B. *Building and parking layout and orientation*.

1. *All development in the SunRunner TEC-Local Overlay:*

    a. Buildings shall be located adjacent to streets to improve access and shall provide walkway connections to bus stops and public sidewalks.

    b. The principal structure shall be oriented toward the primary street. A building on a corner property may be oriented to the secondary street so long as all street façades are articulated as primary façades. Buildings at the corner of two intersecting streets are encouraged to highlight and articulate the corner of the building.

    c. Building entrances shall face and be visible from adjacent primary streets and shall be directly accessible from the sidewalk adjacent to such street.

    d. All mechanical equipment and utility functions (e.g. electrical conduits, meters, HVAC equipment) shall be located behind the front façade line of the principal structure. Mechanical equipment that is visible from the primary street shall be screened with a material that is compatible with the architecture of the principal structure or plant material.

e. Surface parking lots which are visible from a street (not including alleys) shall provide a solid knee wall not less than 36 inches high.

f. No development shall be designed to prohibit or obstruct the ability for future vehicle, bicycle, and pedestrian access and connectivity to adjacent lots, including through the use of new public or private streets, except where the POD determines that such design is impractical due to topographic or other site-specific constraints.

2. Development with frontage along 22nd Street South:

a. Buildings shall create a presence on the street. This means that a minimum of 60 percent of the principal structure's linear frontage, per street face, shall be on the building setback line.

b. Developments with frontage along 22nd Street shall include appropriate nonresidential, pedestrian-oriented uses. These uses shall include, but not be limited to, arts-related sales and services, artisanal and craft food and beverage production with showrooms and tasting rooms, restaurants and bars, target employment office uses, studios, and museums. Such pedestrian-oriented uses shall be incorporated into no less than 60 percent of the linear building frontage abutting 22nd Street South. Each of the foregoing pedestrian-oriented uses shall have a minimum average depth of 40 feet.

c. Surface parking, ancillary equipment, loading and service operations shall be placed to the rear or internal to the property and shall not be visible from streets (not including alleys).

d. Parking structures are encouraged to be internal to the site and include architectural features related to the principal structure and shall meet the general development standards for parking structures.

e. Detention and retention ponds and drainage ditches shall be located behind the principal building to the rear of the property. Detention and retention ponds and drainage ditches shall comply with the design standards set forth in the drainage and surface water management section.

C. *Building Fenestration*

1. *Development with frontage along 22nd Street South, 2nd Avenue South, and 3rd Avenue South,*

a. Buildings shall be equally detailed on all façades visible from a street (not including alleys).

b. Ground level façades along 22nd Street South shall have at least 50 percent transparency at the ground level. All façades for ground level residential use and all faces for floors above ground level and second floor for non-residential uses shall have at least 30 percent total fenestration. At least two-thirds of this requirement shall be transparent (i.e., window glass).

c. Ground level façades along 2nd Avenue South and 3rd Avenue South shall have at least 30 percent transparency at the ground level. All façades for ground level

residential use and all faces for floors above ground level and second floor for non-residential uses shall have at least 10 percent total fenestration. At least two-thirds of this requirement shall be transparent (i.e., window glass).

d. A zero-lot line building or buildings that have interior façades or portions thereof that cannot provide glazing due to building and fire code regulations are exempt from providing fenestration on any exempt portion of the building. Portions of these façades which are not exempt shall have fenestration and architectural detailing consistent with the design style of the building which shall comprise at least 20 percent of the façade. Permanent, durable architectural features such as shutters, tile mosaics, medallions, Trompe L-oeil, or other items are acceptable.

e. No floor of any street façade shall have a blank area greater than 36 feet in width and the height of the floor. All other façades shall include fenestration and other architectural features.

f. Window fenestration on the street façades shall be organized in a rational pattern.

D. *Screening and Landscaping.*

1. All developments shall conform to the IT zoning district requirements stated in section 16.20.100.6.

E. *Pedestrian circulation.*

1. *Sidewalks required*. Existing public sidewalks shall be repaired to City standards. Where no public sidewalk exists, a public sidewalk shall be constructed in accordance with the requirements of the subdivision section.

2. Where multiple entry features or multiple buildings exist within the same development, each entry feature and building shall be connected by an internal sidewalk system that is clearly delineated from the vehicular pavement. The internal sidewalk system shall connect to any public sidewalk that abuts the property.

3. Cross easements which connect the internal pedestrian system are encouraged between abutting property owners.

4. Pedestrian circulation routes are encouraged to be emphasized with special design features that establish them as areas where pedestrians are physically separated from the flow of vehicular traffic. Techniques shall include one or more of the following:
   a. Arcades, porticos, or other shade structures;
   b. Bollards;
   c. Seat walls or benches;
   d. Landscape planters.

5. Sites larger than five acres shall be divided into smaller units through the use of pedestrian walkways, private drives, and other vehicular circulation routes.

16.030.50.7.2. – Building and Site Design along the Pinellas Trail.

The Pinellas Trail represents a unique opportunity to cultivate a vibrant, multimodal environment that blends one of the region's greatest recreational assets with the distinct communities that interface with the trail. The city recognizes the symbiotic relationship that can exist between the trail and local businesses and finds that special consideration towards building design and orientation along the Pinellas Trail is necessary to activate trail frontages, maintain a safe, pedestrian-oriented environment for trail users, and stimulate local economic development for businesses that locate along the Pinellas Trail.

The following design criteria allows the property owner and design professional to choose their preferred architectural style, building form, scale and massing, while creating a framework for good urban design practices which create a positive experience for users of the Pinellas Trail. For purposed of this section, the Pinellas Trail shall be referred to as "the trail."

A. Properties with frontage along the Pinellas Trail shall treat the trail as a street frontage in addition to any street-facing frontages and meet the following requirements:

    1. A minimum of one entrance shall be directly accessible from the trail via a walkway with a minimum width of five feet. All pedestrian improvements shall be ADA accessible and provided alongside adequate lighting.

    2. Off-street parking areas, outdoor storage, and loading areas shall not be located between any building and the trail. Building mechanical and accessory features may be located between the building and the trail but shall be screened with plant or fence materials. Screening with plant or fence materials shall be required if the equipment is otherwise visible from any public right-of-way.

    3. No groundfloor of any trail-facing façade shall have a blank area greater than 36 feet in width and the height of the floor. Blank walls may be limited through use of murals, fenestration, and/or architectural features.

    4. Fencing must be decorative and follow all standards of the commercial zoning districts. No chainlink, barbed wire or electric fencing may be used abutting the Pinellas Trail.

16.30.050.8. - Special Events.

A. Special events related to target employment uses and creative enterprises, such as live performances, pop-up markets, temporary art exhibits, are permitted in the SunRunner TEC-Local Overlay district upon receipt of a completed temporary use permit application in accordance with the criteria for temporary uses and procedures identified in the Applications and Procedures section.

B. Special events may include mobile food trucks allowed by a City-issued permit in accordance with the criteria for mobile food trucks and procedures identified in section 16.30.050.9 and section 16.50.440.

C. *Standards*.

    1. Conditions shall be imposed to reasonably mitigate any adverse impacts resulting from noise, lighting, vehicular traffic, vehicular parking, pedestrian traffic, solid waste

collection, and other such matters and effects as may be expected from the occurrence of such special events.

2. Special events occurring on a site for a duration of more than three hours shall demonstrate that restroom facilities are available on-site or off-site.

3. Special events shall comply with the Noise Ordinance in Chapter 11.

16.30.050.9 - Vending.

This subsection allows flexibility to the standards established for mobile food trucks and roadside vending to recognize the diverse activities and unique needs associated with creative entrepreneurial endeavors in the SunRunner TEC-Local Overlay. Unless otherwise expressly stated below, the standards and procedures identified in section 16.50.440 – Vending, mobile food trucks and section 16.50.460 – Vending, roadside market shall apply.

A. *Vending, mobile food trucks*. Alternative standards for the vending of products from a class I mobile food truck on private property within the SunRunner TEC-Local Overlay are provided as follows:

1. *Vacant properties.* The operation of a class I mobile food truck on vacant and undeveloped private property shall be allowed in the SunRunner TEC-Local Overlay with the written permission of the property owner.

2. *Frequency*. Except as may be allowed as part of a City-issued permit (as defined in section 16.50.440), mobile food trucks are permitted on each property, a maximum of no more than five days per calendar week. Mobile food trucks that are present on the same property more than two days per week and/or park overnight shall:

   a. Not be located in parking spaces required by the other uses on the property unless the number of spaces exceeds the minimum amount required for other uses on the property. The utilization of an off-street parking space for the operation of a food truck must not cause the site to become deficient in required off-street parking; and

   b. Provide a site map for location and/or placement of food truck(s) on the subject property.

   c. Demonstrate that restroom facilities are available on-site or off-site.

3. *Hours of operation.* Class I mobile food trucks shall be allowed to operate after 7:00 a.m. and before 9:00 p.m. in the SunRunner TEC-Local Overlay unless allowed by a City-issued permit (as defined herein).

   a. *Extended hours*. At locations where mobile food trucks are allowed to operate, an owner may request to extend the hours of operation from 9:00 p.m. until 1:00 a.m. The request for extended hours shall be reviewed by the POD, subject to the criteria contained in the applications and procedures section.

4. *Food truck special events*. An owner may request as part of a food truck special event application that the food truck special event take place over a period of more than seven days. The request for a food truck special event for a duration longer than seven days

shall be reviewed by the POD, subject to the criteria contained in the applications and procedures section.

B. *Vending, roadside markets.* Alternative standards for roadside vending markets within the SunRunner TEC-Local Overlay are provided as follows:

1. In addition to food, roadside vending markets may sell hand-fabricated material goods produced by a target employment use operating within the SunRunner TEC-Local Overlay.

2. Roadside vending markets are allowable throughout the SunRunner TEC-Local Overlay and shall be allowed to operate after 7:00 a.m. and before 9:00 p.m. provided all other conditions of operation stated in section 16.50.460 are met.

a. *Extended hours*. At locations where mobile food trucks are allowed to operate, an owner may request to extend the hours of operation from 9:00 p.m. until 1:00 a.m. The request for extended hours shall be reviewed by the POD, subject to the criteria contained in the applications and procedures section.

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

SECTION FOUR. *Effective Date*. In the event this Ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth 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.

SECTION FIVE. COMPLIANCE WITH § 166.041(4), FLORIDA STATUTES. This ordinance is enacted to implement Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits. Therefore, a business impact estimate was not required and was not prepared for this ordinance.

LEGAL:



8-22-24

DEPARTMENT:

/s/ Elizabeth Abernethy

ORDINANCE NO. 583-H

An ordinance amending the city code creating a new section 16.30.050 – SunRunner Target Employment Center – Local Overlay; providing for definitions, including local overlay specific uses; providing standards for development and design in the overlay district; providing for severability; and providing an effective date.

The City of St. Petersburg does ordain:

SECTION ONE. Section 16.30.050 pertaining to SunRunner Target Employment Center Overlay is hereby created as follows:

SECTION 16.30.050. SUNRUNNER TARGET EMPLOYMENT CENTER LOCAL OVERLAY

16.30.050.1. - Applicability.

This section applies to any property within the SunRunner Target Employment Center Local Overlay (SunRunner TEC-Local Overlay) as depicted as a zoning overlay on the Official Zoning Map. The following regulations provide an alternative development option within the overlay district. A property owner may opt to develop under these standards or may utilize the development standards in the underlying Industrial Traditional (IT) district in Section 16.20.100.

16.30.050.2. – Introduction to the SunRunner TEC-Local Overlay.

The SunRunner TEC-Local Overlay is established as a subcategory of the existing Target Employment Center (TEC) Overlay designated on the Future Land Use Map. The standards and requirements of the SunRunner TEC-Local Overlay are established in accordance with the SunRunner Rising Development Study and SunRunner Rising Special Area Plan.

The purpose of the SunRunner TEC-Local Overlay is to allow and encourage a variety of uses and building typologies that support and attract target employment users in the creative industries. The overlay district allows alternative permitted uses, density, intensity, and development standards than what is typically permitted in the industrial zoning districts to encourage transit-oriented development in the SunRunner 22nd Street station area by allowing non-industrial uses to develop alongside small-scale fabrication, makers, and arts spaces when performance measures are met.

The SunRunner TEC-Local Overlay is located over Industrial Traditional (IT) zoned land south of 1st Avenue South, east of 24th Street South, and north and west of Interstate 275. The overlay district is south of the SunRunner Bus Rapid Transit (BRT) 22nd Street South Station and SunRunner BRT Activity Center, and north and east of established, predominantly single-family neighborhoods. This area is characterized by small-scale manufacturers and artisan users with industrial and warehouse needs. The overlay district functions as a place where people go to patronize and experience unique local businesses known for on-site production with a creative orientation.

The overlay district establishes provisions to incentivize and retain a mix of spaces for target employment users involved in small-scale manufacturing, artisanal production, brewing and distilling, design services, artist studios, creative incubators, and other light industrial, arts-related activities that are compatible with residential and commercial areas. This area also provides opportunities for target

industry-supporting retail, office, research and educational activity, as well as opportunities for residential development that is provided concurrently with or after target employment uses.

Development standards in the SunRunner TEC-Local Overlay:

- Reinforce the creative industrial character of the area;
- Establish guidelines to retain and protect small-scale industrial uses;
- Encourage urban form design components and public realm improvements that promote walkability to support public transportation, use of the Pinellas Trail, and other multi-modal transportation alternatives.

16.30.050.3. – <u>Use Descriptions</u>.

For the purpose of this section, the following terms and definitions apply:

Artisanal production. The onsite production of hand-fabricated or hand-manufactured parts and custom or craft consumer goods based on the skill and knowledge of the artisan and the use of hand tools or small-scale, light mechanical equipment. The artisanal production category includes apparel manufacturing, cabinetry, furniture making, glass working, jewelry making, metal working, pottery, sculpture, personal care products, wood working, and their substantial equivalents. Showrooms and the ancillary sales of goods produced on-site or customarily found in association with the type of business are permitted.

Arts Education. Establishments that provide general or specialized education, instruction, or training in the arts and creative enterprises to individuals or groups.

Arts-Related Sales and Services. Establishments selling, leasing, or renting finished artwork, supplies used to support artisanal production work, musical instruments, multi-media, publications, or other hand-fabricated goods produced as a result of the skill and knowledge of an artist or artisan to the general public, businesses, or institutions.

Artist Retreat. Establishments providing transient accommodation units in relationship with a museum, gallery, art production facility, art exhibition, or other creative enterprise facility that are available to artists, apprentices, or students of an arts education program more than three times in any consecutive 365-day period, each for a term less than 30 days. Artist retreat uses shall provide designated space for creative work, arts education, or art exhibition, such as a studio or art gallery. Artist retreat transient accommodation units shall only be available to registered participants of the retreat's activities.

Craft Food and Beverage Production. Establishments engaged in on-site, small-scale production of hand-crafted, specialty food and beverage products. Typical examples include bakeries, breweries, chocolatiers, coffee roasters, confectioneries, and distilleries. Tasting rooms and the ancillary sale of products produced on-site or customarily found in association with the type of business are permitted, not to exceed 50% of gross floor area.

Creative Incubators. Establishments providing multiple individuals, organizations, or small firms access to collaborative or shared workplace facilities and business or administrative services, education, mentoring, and networking related to work in the arts and creative enterprises. These establishments typically offer access to low-cost studio spaces, business/administrative services, and specialized equipment to support the creative endeavor.

Laboratories and Research and Development. In addition to the definition provided for this use in section 16.10.020.1 – Matrix: Use Permissions and Parking Requirements Matrix and Zoning Matrix, in the SunRunner TEC Local Overlay district this use may also include the following establishments:

(1) Arts Lab or Research Facility. An establishment used for the experimentation and exploration of new techniques and technologies involved in the creative enterprises, including but not limited to artificial intelligence, digital media, interactive installations or exhibits including virtual reality, multimedia projects, music composition or production, sound design, and fashion.

(2) Test Kitchen. An establishment where professionals involved in the food and beverage industry explore and refine innovative techniques related to the culinary arts. Such use provides multiple cooking stations designed for researching, developing, and testing new recipes, cooking methods, or flavor combinations. Such use may include a tasting room, where the general public samples the facility's products, as an ancillary use not to exceed 50% of gross floor area.

Office, Business Incubator. Establishments providing multiple start-ups and other small firms with access to collaborative or shared workplace facilities including office space, event space, and conference rooms; prototyping space, electronics labs, or machine shops with equipment; and business or administrative services, education, and networking.

Office, Co-Working. Establishments providing multiple individuals or small firms access to collaborative or shared workplace facilities including, but not limited to, office suites, for-rent 'hot desks', dedicated workstations, meeting rooms, conference rooms, event space, resource libraries, and business or administrative support services.

Office, Design Services. Establishments that provide design services to individuals, groups, or businesses including architectural design, fashion design, graphic design, interior design, industrial design, landscape architecture, product development, software development, urban design, and their substantial equivalents.

Target employment use. Within the SunRunner TEC-Local Overlay district, target employment uses shall mean those employment-generating uses related to small-scale manufacturing, fabrication, and assembly, research and development, design services, artist studios, and other light industrial or creative enterprises, as identified in section 16.30.050.4.1.B.

16.30.050.4. - Use Standards.

16.30.050.4.1. – Permitted Uses.

A. *Target employment uses required.*

1. All sites shall incorporate one or more target employment uses provided under section 16.30.050.4.1.B, such that the total minimum combined floor area of all target employment uses on the site is equal to or greater than 30-percent of lot area or 40-percent of the first floor area, whichever is less. Where there are multiple buildings on a site, the 40-percent applies to the first floor of all buildings. For sites with one-story building(s) only, the total minimum combined floor area of all target employment uses on the site shall be 30-percent of total gross floor area of all buildings on the site. For purposes of calculating the required floor area of target employment uses, the area of the first floor shall include the total gross floor area of all buildings on a site, including ground-floor level area associated with stair and elevator towers, enclosed common areas, and enclosed or partially enclosed vehicular use areas. The required TEC-square footage may be provided in any of the buildings, as long as the total equates to the required minimum.

2. Any floor area that is not used for target employment uses may be used for one or more of the non-target employment uses.

3. *Target employment uses required to be provided concurrently*. No Certificate of Occupancy shall be issued for any non-target employment use on a site until the required gross floor area for target employment uses is completed.

B. *Target employment uses*. A building or site shall include one or more of the following uses to satisfy the target employment use requirement of this subsection. Any additional use allowed as a target employment use in the SunRunner TEC-Local overlay district as determined by the POD shall be primarily related to small-scale production, the arts or other creative enterprises and shall be consistent with the intent and purpose of the SunRunner TEC-Local overlay.

1. Artisanal Production;
2. Arts Education;
3. Arts-Related Sales and Services;
4. Artist Retreat;
5. Craft Food and Beverage Production;
6. Creative Incubator;
7. Laboratories and Research and Development, Arts Lab or Research Facility;
8. Laboratories and Research and Development, Test Kitchen;
9. Museum;
10. Office, Business Incubator;
11. Office, Co-Working;
12. Office, Design Services;
13. Office, General;
14. Performing Arts Venue (500 seats or less);
15. The following uses which are permitted as a principal use in the Industrial Traditional (IT) zoning district:
    a. Brewery
    b. Catering Service/Food Service Contractor
    c. Commercial Garden and Greenhouse
    d. Construction Establishment
    e. Government Building and Use
    f. Laboratories and Research and Development
    g. Manufacturing – Light, Assembly and Processing
    h. Manufacturing – Heavy
    i. Motor Vehicle Service and Repair
    j. Nursery

k. Office, Temporary Labor (Day Labor)

l. Office, Veterinary

m. Publishing and Printing

n. Recycling Center

o. School, All Others

p. Service, Fleet Based

q. Studio

r. Warehouse

s. Wholesale Establishments

16.30.050.4.2. – TOD Supportive Uses.

The SunRunner TEC-Local Overlay permits alternative uses than what is traditionally allowed in the industrial traditional zoning district to encourage transit-oriented development in the SunRunner 22nd Street station area. The City is committed to preserving and protecting the existing creative industrial character of the SunRunner TEC-Local Overlay while also recognizing the opportunity for additional non-target employment uses to develop in appropriate locations to create a vibrant, mixed-use environment supported by multimodal transportation options.

A. The following alternative TOD supportive, non-target employment uses are allowed in the SunRunner TEC Local Overlay district when the target employment use requirements provided under section 16.30.050.4.1 are satisfied. Refer to section 16.10.020.1 – Matrix: Use Permissions and Parking Requirements Matrix and Zoning Matrix for use definitions.

1. *Accessory, Dwelling Unit*. May be permitted only on lots with an existing detached single-family house;

2. *Accessory Artist in Residence*. May be permitted in excess of 10% of gross floor area, not to exceed 50% of gross floor area, and allowed to contain more than one dwelling space on lots with an existing target employment use or in new developments when a target employment use occupies at least 50% of gross floor area;

3. Dwelling, Live/Work;

5. Bed and Breakfast;

6. Hotel;

7. Restaurant and Bar, Brewpub;

8. Restaurant and Bar, Indoor;

9. Restaurant and Bar, Accessory Outdoor Area;

10. Restaurant and Bar, Indoor and Outdoor;

11. Retail Sales and Service;

12. Service Establishment;

13. Service, Personal;

14. Commercial Recreation, Outdoor;

15. Health Club;

16. Performing Arts Venue (Indoor and Outdoor)

16.030.50.4.3. – Parking Requirements.

A. Target employment uses are exempt from the minimum number of parking spaces required.

B. TOD supportive uses shall provide the minimum number of parking spaces required for the use pursuant to section 16.10.020.1 – Matrix: Use Permissions and Parking Requirements Matrix and Zoning Matrix, Downtown, except as noted in the following:

1. Where an individual nonresidential space facing 22nd Street South or the Pinellas Trail is equal to or less than 30 feet in width and measures 3,000 square feet or less in gross floor area, there shall be no required parking. A qualified individual nonresidential space shall be located on the ground floor, adjoining the pedestrian sidewalk, and include a storefront entrance; and

2. Where an existing building or portion thereof is converted to a TOD supportive use, the required parking may be reduced by up to 5 parking spaces.

C. Where a property, in whole or part, is located within ¼-mile of the SunRunner 22nd Street South station or the Pinellas Trail right-of-way, the minimum number of parking spaces required may be reduced by 25 percent. This 25 percent reduction may be combined with other parking reductions allowed under section 16.40.090.3.2 – Minimum number spaces required, except that it shall not be combined with the reduction allowed for proximity to high-frequency transit routes.

D. Developments shall comply with the minimum bicycle parking requirements established in section 16.40.090.4. All developments with frontage along the Pinellas Trail shall provide a minimum of 2 short-term bicycle parking spaces, or 1 per 5,000 square feet of ground-level gross floor area, whichever is greater, regardless of use.

16.30.050.5 - Maximum Development Potential.

Achieving maximum development potential will depend upon market forces, such as minimum desirable unit size, and development standards, such as minimum lot size, parking requirements, height restrictions, floor area ratios, maximum building and impervious surface ratios, and building setbacks.

TABLE 16.30.050.5.a: Maximum Intensity	
Intensity	
Intensity, Minimum: Target Employment Uses	30-percent of lot area or 40-percent of the first floor area, whichever is less[1]
Intensity, Maximum: Base	~~1.5~~2.0 FAR
Intensity, Maximum: With Bonuses[2]	5.0 FAR
Maximum impervious surface	0.95
Additional Notes:	

[1] Target Employment Uses shall be provided before or concurrently with all other uses at a minimum intensity of 30% of the lot area or 40% of the first floor area, whichever is less. Where there are multiple buildings on a property, the 40% applies to the first floor of all buildings. For sites with one-story building(s) only, the total minimum combined floor area of all target employment uses on the site shall be 30 percent of total floor area of all buildings on the site. Refer to section 16.30.050.4.1.A.1 for standards regarding calculation of first floor area.
[2] See section 16.30.050.5.1 for FAR bonus requirements.

16.30.050.5.1. - Bonuses to FAR Calculations in the SunRunner TEC Local Overlay District.

Projects within the SunRunner TEC Local Overlay district may qualify for an additional intensity bonus. These bonuses are specifically written to provide support for TEC-Local uses and the SunRunner BRT. Projects receiving FAR bonuses shall not exceed the maximum intensity allowed for the site. To qualify for bonuses: a project shall comply with all minimum use requirements of the SunRunner TEC-Local Overlay district.

If the proposed development includes residential dwelling units, the first 1.0 bonus FAR shall be selected from a. Workforce Housing, as shown in Table 16.30.050.5.1. For any FAR bonus above 3.5, the first 0.5 bonus FAR shall be selected from b. 1-3 or c.1-2, as shown in Table 16.30.050.5.1. Thereafter, any bonus or combination of bonuses is allowed.

Once a project has been determined to qualify for bonuses by the POD, the development may utilize any combination of the bonus provisions listed in this subsection to attain the desired additional development rights, except as otherwise limited by these regulations.

TABLE 16.30.050.5.1: Bonuses to FAR calculations in the SunRunner TEC Local Overlay District	
FAR Bonuses	
a. Workforce Housing	**Minimum Bonus Increment is 0.1 FAR**
1) For each additional 1.0 FAR or fraction of the bonus FAR requested, five percent of the total number of housing units shall be provided, on site, as workforce housing units. Units associated with this bonus shall meet all requirements of the City's workforce housing program.	Not limited
2) Provide financial support to the City's housing capital improvements projects (HCIP) trust fund or its successor fund equal to one half of one percent or more of the total construction cost per each 0.5 of FAR bonus.	Not limited
b. Land Uses	**Minimum Bonus Increment is 0.5 FAR**
1) Provision of target employment uses above the required minimum percent.	0.5 FAR for every additional 5% above the required minimum percent
2) Provision of industrial or artisanal production space with 16-foot floor-to-ceiling clearance and load bearing floors, serviced directly by appropriate loading access (such as double wide doors, ramps, freight elevators), ventilation, and other characteristics necessary for future use consistent with industrial and maker spaces.	0.5 FAR per 5,000 square feet
3) Provide affordable commercial space in accordance with City Affordable Commercial Space Program to fulfill at least 50% of the target employment use requirement. Must rent for current calendar year district average for 10 years, with 5% max increase per year.	0.5 FAR per 5,000 square feet

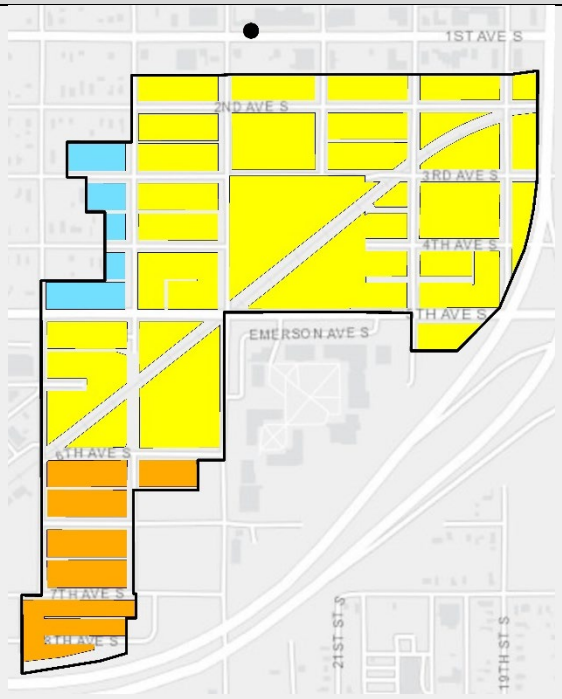
c. Streetscape Design, Street Frontage, and Pinellas Trail Frontage	Minimum Bonus Increment is 0.5 FAR
1) Provision of small storefront spaces along 22nd Street South with tenant improvements for immediate occupancy by target employment uses. Qualified small storefront spaces shall not exceed a maximum width of 30 feet and be incorporated into a minimum 50% of the linear building frontage.	0.5 FAR per 5,000 square feet
2) Provision of leasable shared workspace, flex space, or micro-retail spaces (less than 200 square feet) with tenant improvements for immediate occupancy by target employment uses.	0.5 FAR per 5,000 square feet
3) Provision of pedestrian-oriented uses adjacent and connected to the Pinellas Trail, such as retail, restaurants, bars. Pedestrian-oriented uses shall be provided within 30 feet of the trail right-of-way and shall be incorporated into a minimum of 65% of linear building frontage and shall have at least 30% transparency at ground level.	0.5 FAR per 5,000 square feet
4) Provide financial support to the City's streetscape improvement program equal to one-half of one-percent or more of the total construction cost per each 0.5 FAR bonus	0.5 FAR, not to exceed 1.0 FAR
5) Site improvements in accordance with the 2018 Warehouse Arts District Deuces Live Joint Action Plan, including but not limited to trail corners (private and public spaces designed with electrical connections, pedestrian lighting, and other elements to ensure the space is equipped for "pop-up" uses), resting areas, plazas featuring sculptures or other interactive artistic displays, reserved spaces for floor graphics and wall murals, bike share stations, etc. where the cost of such improvements can be demonstrated to be equal to one-half of one-percent or more of the total construction cost per each 0.5 FAR bonus.	0.5 FAR
6) Provision of publicly accessible space that is adjoining the 22nd Street South corridor.	0.5 FAR per 5,000 square feet
~~7) Incorporate pedestrian-oriented uses and elements along the Pinellas Trail, such as retail, restaurants, and bars.~~	~~0.5 FAR for every additional 5% of lot area~~

16.30.050.6. - Building Envelope: Maximum Height and Building Setbacks.

The height restrictions do not correlate directly to the zoning districts. They are designed to concentrate heights around the 22nd Street South SunRunner BRT station and then transition toward existing maximum building heights in the surrounding neighborhoods.

TABLE 16.30.050.6.a: Maximum Building Height

Building Height [1]



Area	Maximum Height [1]
	86-feet [2]
	56-feet [2]
	35-feet

[1] Refer to technical standards regarding measurement of building height and height encroachments.
[2] An additional height of 10-feet is allowed for nonresidential spaces that do not exceed 25 percent of the total rooftop area.

TABLE 16.30.050.6.b: Minimum Building Setbacks

Building Setbacks [1]	
Yard Adjacent to Streets	0-feet or 15-feet from the curb, whichever is greater
Yard Adjacent to Streets, abutting NT Zoning	10-feet
Yards Abutting the Pinellas Trail	0-feet
Interior Yards	0-feet
Interior Yards, Abutting NT Zoning	20-feet

[1] Refer to technical standards regarding measurement of building setbacks and setback encroachments.

16.30.050.7. - Building Design.

The following design criteria allow the property owner and design professional to choose their preferred architectural style, building form, scale and massing, while creating a framework for good urban design practices which create a positive experience for the pedestrian.

16.30.050.7.1. - Buildings and Site Design, Generally.

A. *Site layout and orientation*. The City is committed to creating and preserving a network of linkages for pedestrians. Consequently, pedestrian and vehicle connections between public rights-of-way and private property are subject to a hierarchy of transportation, which begins with the pedestrian.

B. *Building and parking layout and orientation*.

1. *All development in the SunRunner TEC-Local Overlay:*

    a. Buildings shall be located adjacent to streets to improve access and shall provide walkway connections to bus stops and public sidewalks.

    b. The principal structure shall be oriented toward the primary street. A building on a corner property may be oriented to the secondary street so long as all street façades are articulated as primary façades. Buildings at the corner of two intersecting streets are encouraged to highlight and articulate the corner of the building.

    c. Building entrances shall face and be visible from adjacent primary streets and shall be directly accessible from the sidewalk adjacent to such street.

    d. All mechanical equipment and utility functions (e.g. electrical conduits, meters, HVAC equipment) shall be located behind the front façade line of the principal structure. Mechanical equipment that is visible from the primary street shall be screened with a material that is compatible with the architecture of the principal structure or plant material.

    e. Surface parking lots which are visible from a street (not including alleys) shall provide a solid knee wall not less than 36 inches high.

    f. No development shall be designed to prohibit or obstruct the ability for future vehicle, bicycle, and pedestrian access and connectivity to adjacent lots, including through the use of new public or private streets, except where the POD determines that such design is impractical due to topographic or other site-specific constraints.

2. *Development with frontage along 22nd Street South:*

    a. Buildings shall create a presence on the street. This means that a minimum of 60 percent of the principal structure's linear frontage, per street face, shall be on the building setback line.

    b. Developments with frontage along 22nd Street shall include appropriate nonresidential, pedestrian-oriented uses. These uses shall include, but not be limited to, arts-related sales and services, artisanal and craft food and beverage production with showrooms and tasting rooms, restaurants and bars, target employment office uses, studios, and museums. Such pedestrian-oriented uses shall be incorporated into no less than 60 percent of the linear building frontage abutting 22nd Street South. Each of the foregoing pedestrian-oriented uses shall have a minimum average depth of 40 feet.

    c. Surface parking, ancillary equipment, loading and service operations shall be placed to the rear or internal to the property and shall not be visible from streets (not including alleys).

    d. Parking structures are encouraged to be internal to the site and include architectural features related to the principal structure and shall meet the general development standards for parking structures.

    e. Detention and retention ponds and drainage ditches shall be located behind the principal building to the rear of the property. Detention and retention ponds and drainage ditches

shall comply with the design standards set forth in the drainage and surface water management section.

C. *Building Fenestration*

1. *Development with frontage along 22nd Street South, 2nd Avenue South, and 3rd Avenue South,*

   a. Buildings shall be equally detailed on all façades visible from a street (not including alleys).

   b. Ground level façades along 22nd Street South shall have at least 50 percent transparency at the ground level. All façades for ground level residential use and all faces for floors above ground level and second floor for non-residential uses shall have at least 30 percent total fenestration. At least two-thirds of this requirement shall be transparent (i.e., window glass).

   c. Ground level façades along 2nd Avenue South and 3rd Avenue South shall have at least 30 percent transparency at the ground level. All façades for ground level residential use and all faces for floors above ground level and second floor for non-residential uses shall have at least 10 percent total fenestration. At least two-thirds of this requirement shall be transparent (i.e., window glass).

   d. A zero-lot line building or buildings that have interior façades or portions thereof that cannot provide glazing due to building and fire code regulations are exempt from providing fenestration on any exempt portion of the building. Portions of these façades which are not exempt shall have fenestration and architectural detailing consistent with the design style of the building which shall comprise at least 20 percent of the façade. Permanent, durable architectural features such as shutters, tile mosaics, medallions, Trompe L-oeil, or other items are acceptable.

   e. No floor of any street façade shall have a blank area greater than 36 feet in width and the height of the floor. All other façades shall include fenestration and other architectural features.

   f. Window fenestration on the street façades shall be organized in a rational pattern.

D. *Screening and Landscaping.*

1. All developments shall conform to the IT zoning district requirements stated in section 16.20.100.6.

E. *Pedestrian circulation.*

1. *Sidewalks required*. Existing public sidewalks shall be repaired to City standards. Where no public sidewalk exists, a public sidewalk shall be constructed in accordance with the requirements of the subdivision section.

2. Where multiple entry features or multiple buildings exist within the same development, each entry feature and building shall be connected by an internal sidewalk system that is clearly delineated from the vehicular pavement. The internal sidewalk system shall connect to any public sidewalk that abuts the property.

3. Cross easements which connect the internal pedestrian system are encouraged between abutting property owners.

4. Pedestrian circulation routes are encouraged to be emphasized with special design features that establish them as areas where pedestrians are physically separated from the flow of vehicular traffic. Techniques shall include one or more of the following:

   a. Arcades, porticos, or other shade structures;

b. Bollards;

c. Seat walls or benches;

d. Landscape planters.

5. Sites larger than five acres shall be divided into smaller units through the use of pedestrian walkways, private drives, and other vehicular circulation routes.

16.030.50.7.2. – Building and Site Design along the Pinellas Trail.

The Pinellas Trail represents a unique opportunity to cultivate a vibrant, multimodal environment that blends one of the region's greatest recreational assets with the distinct communities that interface with the trail. The city recognizes the symbiotic relationship that can exist between the trail and local businesses and finds that special consideration towards building design and orientation along the Pinellas Trail is necessary to activate trail frontages, maintain a safe, pedestrian-oriented environment for trail users, and stimulate local economic development for businesses that locate along the Pinellas Trail.

The following design criteria allows the property owner and design professional to choose their preferred architectural style, building form, scale and massing, while creating a framework for good urban design practices which create a positive experience for users of the Pinellas Trail. For purposed of this section, the Pinellas Trail shall be referred to as "the trail."

A. Properties with frontage along the Pinellas Trail shall treat the trail as a street frontage in addition to any street-facing frontages and meet the following requirements:

1. A minimum of one entrance shall be directly accessible from the trail via a walkway with a minimum width of five feet. All pedestrian improvements shall be ADA accessible and provided alongside adequate lighting.

2. Off-street parking areas, outdoor storage, and loading areas shall not be located between any building and the trail. Building mechanical and accessory features may be located between the building and the trail but shall be screened with plant or fence materials. Screening with plant or fence materials shall be required if the equipment is otherwise visible from any public right-of-way.

3. No groundfloor of any trail-facing façade shall have a blank area greater than 36 feet in width and the height of the floor. Blank walls may be limited through use of murals, fenestration, and/or architectural features.

4. Fencing must be decorative and follow all standards of the commercial zoning districts. No chainlink, barbed wire or electric fencing may be used abutting the Pinellas Trail.

16.30.050.8. - Special Events.

A. Special events related to target employment uses and creative enterprises, such as live performances, pop-up markets, temporary art exhibits, are permitted in the SunRunner TEC-Local Overlay district upon receipt of a completed temporary use permit application in accordance with the criteria for temporary uses and procedures identified in the Applications and Procedures section.

B. Special events may include mobile food trucks allowed by a City-issued permit in accordance with the criteria for mobile food trucks and procedures identified in section 16.30.050.9 and section 16.50.440.

C. *Standards*.

1. Conditions shall be imposed to reasonably mitigate any adverse impacts resulting from noise, lighting, vehicular traffic, vehicular parking, pedestrian traffic, solid waste collection, and other such matters and effects as may be expected from the occurrence of such special events.

2. Special events occurring on a site for a duration of more than three hours shall demonstrate that restroom facilities are available on-site or off-site.

3. Special events shall comply with the Noise Ordinance in Chapter 11.

16.30.050.9 - Vending.

This subsection allows flexibility to the standards established for mobile food trucks and roadside vending to recognize the diverse activities and unique needs associated with creative entrepreneurial endeavors in the SunRunner TEC-Local Overlay. Unless otherwise expressly stated below, the standards and procedures identified in section 16.50.440 – Vending, mobile food trucks and section 16.50.460 – Vending, roadside market shall apply.

A. *Vending, mobile food trucks*. Alternative standards for the vending of products from a class I mobile food truck on private property within the SunRunner TEC-Local Overlay are provided as follows:

1. *Vacant properties.* The operation of a class I mobile food truck on vacant and undeveloped private property shall be allowed in the SunRunner TEC-Local Overlay with the written permission of the property owner.

2. *Frequency*. Except as may be allowed as part of a City-issued permit (as defined in section 16.50.440), mobile food trucks are permitted on each property, a maximum of no more than five days per calendar week. Mobile food trucks that are present on the same property more than two days per week and/or park overnight shall:

   a. Not be located in parking spaces required by the other uses on the property unless the number of spaces exceeds the minimum amount required for other uses on the property. The utilization of an off-street parking space for the operation of a food truck must not cause the site to become deficient in required off-street parking; and

   b. Provide a site map for location and/or placement of food truck(s) on the subject property.

   c. Demonstrate that restroom facilities are available on-site or off-site.

3. *Hours of operation.* Class I mobile food trucks shall be allowed to operate after 7:00 a.m. and before 9:00 p.m. in the SunRunner TEC-Local Overlay unless allowed by a City-issued permit (as defined herein).

   a. *Extended hours*. At locations where mobile food trucks are allowed to operate, an owner may request to extend the hours of operation from 9:00 p.m. until 1:00 a.m. The request for extended hours shall be reviewed by the POD, subject to the criteria contained in the applications and procedures section.

4. *Food truck special events*. An owner may request as part of a food truck special event application that the food truck special event take place over a period of more than seven days. The request for a food truck special event for a duration longer than seven days shall be reviewed by the POD, subject to the criteria contained in the applications and procedures section.

B. *Vending, roadside markets.* Alternative standards for roadside vending markets within the SunRunner TEC-Local Overlay are provided as follows:

1. In addition to food, roadside vending markets may sell hand-fabricated material goods produced by a target employment use operating within the SunRunner TEC-Local Overlay.

2. Roadside vending markets are allowable throughout the SunRunner TEC-Local Overlay and shall be allowed to operate after 7:00 a.m. and before 9:00 p.m. provided all other conditions of operation stated in section 16.50.460 are met.

   a. *Extended hours*. At locations where mobile food trucks are allowed to operate, an owner may request to extend the hours of operation from 9:00 p.m. until 1:00 a.m. The request for extended hours shall be reviewed by the POD, subject to the criteria contained in the applications and procedures section.

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

SECTION FOUR. *Effective Date*. In the event this Ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth 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.

SECTION FIVE. COMPLIANCE WITH § 166.041(4), FLORIDA STATUTES. This ordinance is enacted to implement Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits. Therefore, a business impact estimate was not required and was not prepared for this ordinance.

APPROVED AS TO FORM AND CONTENT:

_____

Legal Department

DEVELOPMENT REVIEW COMMISSION

Prepared by the Planning & Development Services Department,
Urban Planning and Historic Preservation Division

For Public Hearing on Wednesday, May 1, 2024
at 1:00 p.m. in the City Council Chambers, City Hall,
175 Fifth Street North, St. Petersburg, Florida.

City File: LDR 2024-03

Text Amendments: SunRunner Target Employment Center-Local Overlay for the 22nd Street South BRT Station

This is a City-initiated application requesting that the Development Review Commission ("DRC"), in its capacity as the Land Development Regulation Commission ("LDRC"), make a finding of consistency with the Comprehensive Plan and recommend to City Council **APPROVAL** the following text amendments to the City Code, Chapter 16, Land Development Regulations ("LDRs").

APPLICANT INFORMATION

Applicant: **City of St. Petersburg**
275 5th Street North
St. Petersburg, Florida 33701

Contact: **Derek Kilborn, Manager**
Urban Planning and Historic Preservation Division
Planning and Development Services Department
One – 4th Street North
St. Petersburg, Florida 33711
Derek.Kilborn@stpete.org
(727) 893-7872

BACKGROUND

This application for text amendment to the City of St. Petersburg's Land Development Regulations is the culmination of several overlapping efforts to synchronize land use and transportation policies within the City of St. Petersburg. Early roots of this effort date back to adoption of the Central Avenue Revitalization Plan on September 20, 2012. The purpose of the Central Avenue Revitalization Plan was to recognize the potential for,

"Central Avenue as a vibrant urban mixed-use corridor with unique and exciting districts that offer a variety of high-quality residential, business, shopping, entertainment, cultural, and mobility opportunities for residents, entrepreneurs, business owners, investors, and visitors," and prepare for the forthcoming bus rapid transit system, now commonly known as the SunRunner Bus Rapid Transit.

Results of the Central Avenue Revitalization Plan were then implemented through a series of text amendments to the Comprehensive Plan and Land Development Regulations and map amendments creating the Central Avenue Activity Center Overlay. Adopted on December 19, 2013 (LGCP 2013-01) changes included increases to the residential density, floor area ratio, and maximum building heights allowed along the Central Avenue corridor from Interstate-275 to Pasadena Avenue.

Following several years of engineering and construction, the SunRunner Bus Rapid Transit system began operation on October 21, 2022. At that time, several overlapping initiatives were in process including the SunRunner Rising Study, the Target Employment Industrial Land Study Update, and the Grand Central Master Plan. The balance of this report section titled "Background" is intended to provide a brief introduction and then demonstrate in chronological order how each step was a necessary pre-requisite for the next leading up to the proposed text amendments that are the subject of this application and the Development Review Commission (DRC). This LDR application will apply to the Sunrunner 22nd Street South Station. A second application will be brought forward immediately following this application to address the remaining Sunrunner Activity Center corridor and the commercial corridors outside of the Coastal High Hazard Area (LDR 2024-04).

SunRunner Rising Study

The SunRunner Rising Development Study establishes an integrated land use and transportation implementation strategy for transit-supportive development and infrastructure along the 10-mile corridor of the SunRunner Bus Rapid Transit (BRT) project. The study was a federally funded project through the Federal Transit Authority ("FTA")'s Transit-Oriented Development Pilot Program and was facilitated by the Pinellas Suncoast Transit Authority ("PSTA") in partnership with the City of St. Petersburg, the City of South Pasadena, and Pinellas County's Metropolitan Planning Organization, Forward Pinellas.

The study's first input sessions began in the Spring of 2020 and published in April 2022. The study provides recommendations for 10 station areas to support the SunRunner BRT investment, promote ridership, and assist St. Petersburg in providing land use strategies and equitable economic principles and recommendations that are a product of the community's vision for the station areas. Plan strategies reflect the unique character, land use conditions and community-informed vision in each of the local jurisdictions and are tailored to capture their respective development opportunities. When combined with the TEILS Update, these two studies are the most important influences on the current set of recommendations.

For More Information: SunRunner Rising Development Study

Target Employment and Industrial Land Study

Employment and industrial classified lands are important components to attracting and retaining target employers within St. Petersburg and throughout Pinellas County. For these reasons, employment and industrial related map categories were historically protected with specialized criteria in the St. Petersburg Comprehensive Plan and Countywide Plan. The relevance of these specialized criteria was reinforced in a 2008 countywide study titled "Target Employment and Industrial Land Study for the Pinellas Community". The report was prepared by the then-named Pinellas Planning Council, Countywide Planning Authority, and the Pinellas County Economic Development Department.

In recent years, noticeable changes were beginning to emerge in target employment needs. Additionally, actions by the Florida Legislature, including House Bill 1339 in 2020, Senate Bill 962 in 2021, Senate Bill 102 in 2022, and Senate Bill 328 in 2023 make it easier for employment and industrial lands to convert to residential uses if a certain minimum threshold is met for affordable housing. This pre-emption conflicted with Comprehensive Plan and Countywide Plan policies prohibiting residential and restricting other commercial uses in the Employment and Industrial categories.

These factors compelled Forward Pinellas to reassess the locational needs of target employment industries throughout Pinellas County and the existing policy framework in the Countywide Plan which seeks to preserve land for high-wage jobs. Starting in January 2022, Forward Pinellas initiated the Target Employment and Industrial Land Study Update ("TEILS Update") with the goal of identifying ways to maintain a healthy economy while balancing competing residential interests for limited employment land. The TEILS Update would help inform changes to the Countywide Plan, and by extension, local changes to the St. Petersburg Comprehensive Plan.

During the evaluation period, Forward Pinellas hosted a listening session at the St. Petersburg College Midtown Campus with the Warehouse Arts District and Deuces Live on April 27, 2022. Discussion focused on the lack of traditional manufacturing, existing non-conventional uses, potential for conventional residential and commercial uses that could supplement the existing employment and industrial uses, and the potential for improved walkability and pedestrian infrastructure. The TEILS Update was published on January 11, 2023.

As a result of the TEILS Update, the Countywide Plan was amended away from a one-size-fits-all approach and toward a more diverse mix of land uses on employment and industrial lands. The amended countywide approach now recognizes four (4) new Target Employment Center ("TEC") subcategories, including the Target Employment Center-Local ("TEC-Local") subcategory referenced hereafter.

TEC-Local is suited for areas of the county that house smaller-scale manufacturers and artisan users with industrial and warehouse space needs, such as the Warehouse Arts District. Through the Countywide Plan, local governments are now permitted to mix land uses, in conjunction with local sub-area planning efforts. The proposed LDR amendment will address the following Countywide Plan requirement for TEC uses to be development concurrently, with a minimum of 30% of the lot area or 40% of the first floor, see Table 16.30.050.5:

> **2.3.3.14 Category/Symbol – Target Employment Center (TEC).**
>
> Subcategories – The Target Employment Center category includes four subcategories, enumerated in Table 2-2 below. All incentives associated with Target Employment subcategories listed in Table 2-2 below are dependent upon *Target Employment uses being developed concurrently with or before all other non-Target Employment uses*, through a commitment from the applicant such as a development agreement, or other binding action by the local government.

The new TEC-Local option synchronized perfectly with parallel conversations regarding the Central Avenue Activity Center, recommended updates through the SunRunner Rising Study, and station area planning at the 22nd Street South station.

For More Information: 2008 Target Employment Industrial Land Study
2023 Target Employment Industrial Land Study

Comprehensive Plan Text Amendment (CPPC Application No. LGCP 2023-01)

On November 7, 2023, the Community Planning and Preservation Commission ("CPPC") held a public hearing regarding city-initiated text amendments to the City of St. Petersburg's Comprehensive Plan that focused on land use designations related to the commercial corridors and the SunRunner corridor/station areas. A subcategory under the Target Employment Center ("TEC") Overlay was proposed to include the new SunRunner TEC-Local Overlay designation in conformance with the recent update to the countywide TEILS study and subsequent Countywide Plan text amendments that support a TEC-Local category when supported by a locally adopted Special Area Plan.

The City's intent to apply the SunRunner TEC-Local Overlay within a larger TEC Overlay is consistent with the following proposed Comprehensive Plan policy language (new language shown in underline) scheduled for adoption and to be presented concurrently at a public hearing before City Council. Proposed policy LU3.1 states:

9. Target Employment Center (TEC) Overlay - Overlaying the future land use designations of those areas, not less than 100 acres in size, that are now developed or appropriate to be developed in a concentrated and cohesive pattern to facilitate employment uses of countywide significance. Permitted uses and density/intensity standards shall be as per the underlying future land use categories, with a 100 percent intensity bonus for manufacturing, office and research/development uses.

    a. SunRunner TEC-local at the 22nd Street Station – Located over Industrial Traditional (IT) zoned land located south of 1st Avenue South, east of 24th Street, and north and west of Interstate 275, where alternative permitted uses and density/intensity standards may be established in accordance with the SunRunner Rising Development Study/Special Area Plan through adoption of Land Development Regulations specifying standards related to density, intensity, height, urban form, and public realm. The LDRs will provide provisions to incentivize and retain small-scale manufacturers and artisan uses and address continued need for industrial and warehouse space. Target Employment uses are required to be developed concurrently with or before all other non-Target Employment Uses. The established boundary is reflected as a zoning overlay.

Adoption of Special Area Plan (Part of CPPC Application No. LGCP 2023-01)

The Comprehensive Plan text amendment quoted above includes requirements for a SunRunner Rising Special Area Plan ("SAP") and adoption of land development regulations specifying standards related to density, intensity, height, urban form, and public realm. The CPPC is authorized to approve the SAP along with any associated map amendment, which is further described in the background section of this report.

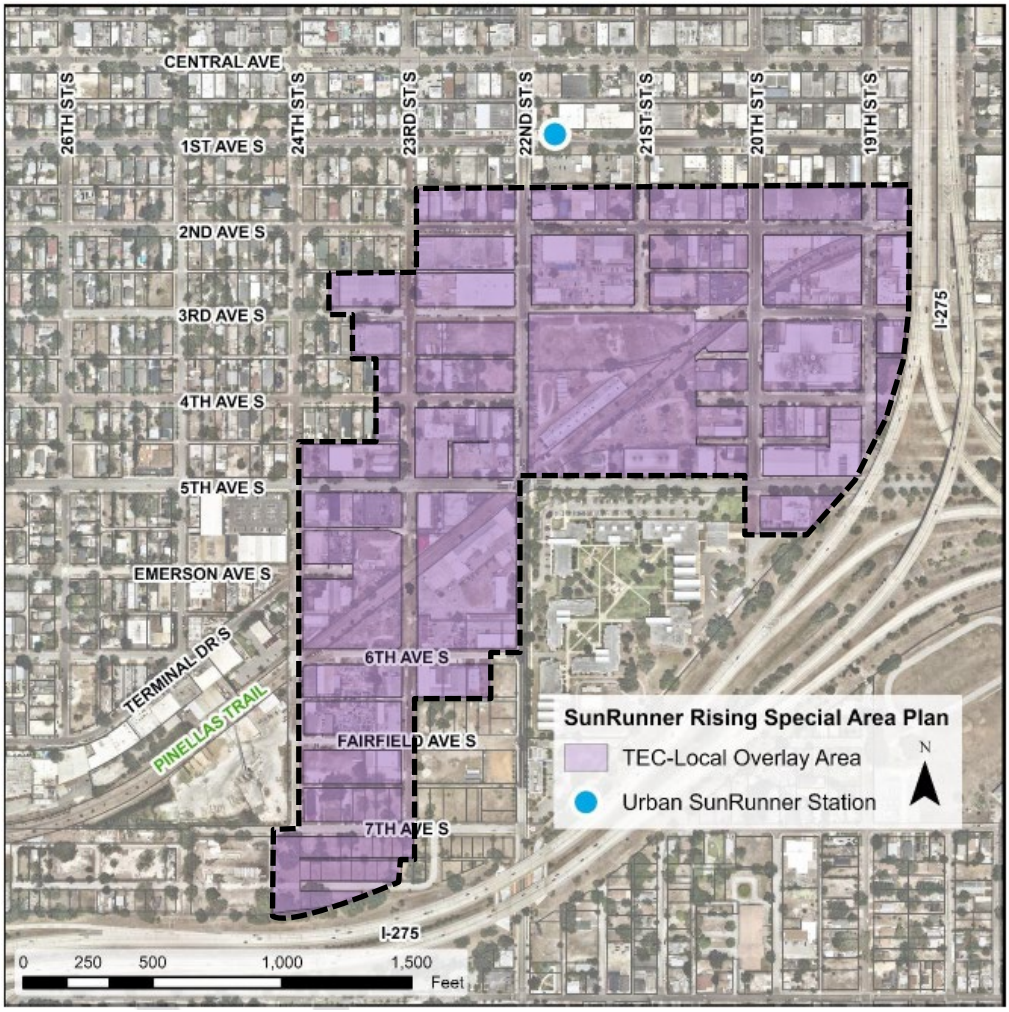
The SunRunner Rising Development Study ("Study"), which was accepted by City Council on April 4, 2022, is adopted by reference as the SunRunner Rising Special Area Plan ("SAP") associated with the transit-oriented development ("TOD") near and around SunRunner station areas and along the Central Avenue corridor necessary to support the continued success of the SunRunner Bus Rapid Transit ("BRT") system. The Study was a joint effort between the City of St. Petersburg, Pinellas Suncoast Transit Authority ("PSTA"), and Forward Pinellas intended to assist the cities of St. Petersburg, South Pasadena, and St. Pete Beach by providing community-supported land use strategies, equitable economic development plans and programs, and a county-wide framework for TOD in Pinellas County.

Portions of the Study are being repurposed as part of CPPC Application No. LGCP 2023-01 to create a Special Area Plan required by the Countywide Rules to apply a TEC-Local subcategory to a portion of the existing TEC Overlay in the 22nd Street SunRunner station area. The Special Area Plan adopted with this CPPC application will satisfy the SAP requirements for applying the TEC-Local subcategory, pursuant to Section 6.5.4.4.1 of the Countywide Rules.

Map Amendment (CPPC Application No. FLUM-67)

The Comprehensive Plan text amendments described above will enable an associated future land use and zoning map amendment also being reviewed by the CPPC as Application No. FLUM-67. The proposed map amendment will assign the SunRunner TEC-Local Overlay to a subject area generally located south of 1st Avenue South, east of 24th Street, and north and west of Interstate 275, as depicted on the following map:

Figure 1: SunRunner Rising Special Area Plan Map



REQUEST

Land Development Regulations Text Amendment (Application No. LDR 2024-03)

SunRunner Target Employment Center-Local Overlay

Pursuant to the proposed Comprehensive Plan language establishing the SunRunner TEC-Local Overlay at the 22nd Street Station, this text amendment application creates the corresponding Land Development Regulations described in the Comprehensive Plan through a new City Code Section 16.30.050 titled "Sunrunner Target Employment Center Local Overlay."

For Proposed Code Language: See Attachment A

RELEVANT CONSIDERATIONS ON AMENDMENTS TO THE FUTURE LAND USE MAP

The Urban Planning & Historic Preservation Division staff reviewed this application in the context of the following criteria excerpted from the City Code *Section 16.70.040.1.1 Amendments to the Comprehensive Plan and Land Development Regulations*, the review and decision shall be guided by the following factors:

Consistency and Compatibility (with Comprehensive Plan)

Pursuant to Section 16.80.020.1 of the City Code of Ordinances, the DRC, acting as the LDRC, is responsible for reviewing and making a recommendation to the City Council on all proposed amendments to the LDRs. The following objectives and policies from the City's Comprehensive Plan are applicable to the attached proposal:

Land Use Element:

- V1.1 Development decisions and strategies shall integrate the guiding principles found in the Vision Element with sound planning principles followed in the formal planning process.
    - Includes reference to, "increased flexibility for quality economic development" within industrial corridors.
- LU2.4 The City may permit an increase in land use intensity or density outside of activity centers where available infrastructure exists and surrounding uses are compatible.
- LU2.5 The Land Use Plan shall make the maximum use of available public facilities and minimize the need for new facilities by directing new development to infill and redevelopment locations where excess capacity is available.
- LU3.1 The Future Land Use Element contains the following categories (see description for Comprehensive Plan text amendment (LGCP 2024-01) above.
- LU3.4 The Land Use Plan shall provide for compatible land use transition through an orderly land use arrangement, proper buffering, and the use of physical and natural separators.
- LU3.5 The tax base will be maintained and improved by encouraging the appropriate use of properties based on their locational characteristics and the goals, objectives and policies within this Comprehensive Plan.
- LU3.6 Land use planning decisions shall weigh heavily the established character of predominately developed areas where changes of use or intensity of development are contemplated.
- LU3.8 The City shall protect existing and future residential uses from incompatible uses, noise, traffic and other intrusions that detract from the long-term desirability of an area through appropriate land development regulations.
- LU3.11 More dense residential uses (more than 7.5 units per acre) may be located along (1) passenger rail lines and designated major streets or (2) in close proximity to activity centers where compatible.
- LU3.14 The conversion of single family structures into multifamily units shall be in accordance with the LDRs, however, any associated variances will be discouraged.
- LU3.15 The Land Use Plan shall provide housing opportunity for a variety of households of various age, sex, race and income by providing a diversity of zoning categories with a range of densities and lot requirements.
- OBJECTIVE LU11: The City of St. Petersburg shall identify and address the needs of specific areas of the City that are deteriorated, blighted, underutilized, threatened or generally inconsistent with the community's character including but not limited to: 1. Neighborhoods 2. Redevelopment Areas 3.

Potential Redevelopment Areas 4. Annexation Areas 5. The Gateway 6. The Waterfront 7. Corridors 8. Brownfields 9. Urban Infill and Redevelopment Areas

- LU11.2 The need for redevelopment should be assessed based on the following factors; 1) building conditions, 2) socio/economic characteristics, 3) land to improvement value ratios, 4) non-conforming uses and 5) potential for private investment.
- OBJECTIVE LU21: The City shall, on an ongoing basis, review and consider for adoption, amendments to existing or new innovative land development regulations that can provide additional incentives for the achievement of Comprehensive Plan Objectives.
- LU21.1 The City shall continue to utilize its innovative development regulations and staff shall continue to examine new innovative techniques by working with the private sector, neighborhood groups, special interest groups and by monitoring regulatory innovations to identify potential solutions to development issues that provide incentives for the achievement of the goals, objectives and policies of the Comprehensive Plan.
- LU22.1 The City shall continue to pursue strategies which reduce GHG emissions and vehicle miles traveled.
- LU23.1 The City's development review policies and procedures shall continue to integrate land use and transportation planning so that land development patterns support mobility choices and reduced trip lengths.
- LU23.2 The City's development review policies and procedures shall acknowledge the GHG emission reduction impacts of higher density development and the negative impacts of sprawling, low-density development.
- LU23.3 The City's LDRs shall continue to support greater development intensity within the Corridor and Center zoning districts, particularly where located along fixed transit lines and around transit stops and stations.
- LU26.1 The City shall, on an ongoing basis, examine existing adaptive reuse standards and revise or eliminate land-use provisions that act as regulatory barriers to the continued use of existing infrastructure and historic buildings.
- LU27.2 In order for TOD to achieve its full potential to create well-designed, livable mixed-use urban communities, improve the City's economic well-being, and contribute to energy conservation by establishing energy efficient land use patterns, the following principles will guide the planning, design, and development of TOD: Coordination, Economic Development and Implementation.
- H1.3 Review ordinances, codes, regulations and the permitting process for the purpose of eliminating excessive and overlapping requirements and resolving conflicting requirements and amending or adding other requirements in order to increase private sector participation in meeting housing needs, while continuing to insure the health, welfare and safety of the residents.
- OBJECTIVE H3B: The City shall provide affordable housing incentives (such as revised Land Development Regulations and expedited permitting processing) to developers of affordable housing for the extremely low, very low and low income groups (see Policy H1.7).
- H3.6 The City shall support and participate in the Low Income Housing Network to assess, on a regular basis, extremely low, very low, low, and moderate income housing needs and recommend programs that should be instituted to facilitate and implement the City's Housing Goals, Objectives and Policies.
- H3.8 All residential districts designated by the land use plan and zoning map shall permit development of affordable housing for extremely low, very low, low, and moderate income households, preferably in developments containing units affordable to a range of income groups.

- H13.5 The City's LDRs shall continue to support mixed-income housing in or near employment centers and recognize the positive fiscal impacts in transit-accessible, high density locations.
- H13.7 The City shall provide housing density bonuses for workforce housing as outlined in the LDRs.

STAKEHOLDER MEETINGS AND WORKSHOPS

Prior to bringing these text amendments forward, City Staff hosted two (2) design charettes and two (2) workshops with the Development Review Commission:

- 2023, June 21st and 28th: Urban Station Design Charettes

  On June 21 and June 28, 2023, City staff and Kimley-Horn (planning consultants) hosted two (2) urban station design charettes with community stakeholders at the SPC Midtown Campus, 1048 22nd Street South. Themes from the stakeholder feedback included:

  - Favorable reaction on increased maximum heights.
  - Requests to expand the Study Area west and south.
  - Requests for greater flexibility within each district.
  - Desire for more residential housing options.
  - Comments on historic disinvestment in area south of Central Avenue.
  - Nonconforming uses that were favored: Brewery, Drug Store/Pharmacy, Commercial Recreation, Outdoor, Outdoor Performing Arts Venue, Outdoor Sales, and Commercial Garden and Greenhouse.

  City staff believes this proposal is responsive to the stakeholder themes.

- 2024, January 10: DRC Workshop

  On January 10, 2024, City staff hosted a workshop with the DRC, presented a first draft of the TEC, Local overlay, and received member comments. The staff presentation included a review of existing development options, a brief history of the 2008 and 2022 Target Employment and Industrial Lands Study ("TEILS"), and a detailed outline of key subject areas for discussion. These subject areas are now grouped in the draft City Code Section 16.30.050. The DRC provided constructive feedback that is reflected in the list of updates below and incorporated into the proposed final draft.

- 2024, March 6: DRC Workshop

  On March 6, 2024, City staff hosted a workshop with the DRC, presented numerous updates to the proposal, and received additional member comments. The staff presentation included a review of existing development options, a brief history of the 2008 and 2022 Target Employment and Industrial Lands Study ("TEILS"), and a list of updates incorporating DRC feedback from the January workshop, including:

  - Target employment use requirement recalibrated based on land area and area of the first floor.
  - Amend TOD supportive uses to remove size restrictions on hotel and health club land uses.
  - Clarify distinction between physical occupancy and requirement for a Certificate of Occupancy.
  - Base FAR allowance reduced and maximum bonus FAR unchanged.
  - Building heights confirmed to a maximum 8-stories with transition to surrounding neighborhoods.
  - Minimum parking confirmed with reductions for BRT, small storefronts, and TOD supportive uses.
  - More permissive mobile food truck and roadside vending standards.
  - Approximately 10 letters of support from stakeholders in the subject area.

PUBLIC HEARING PROCESS

The ordinance associated with the LDR text amendments requires one (1) public hearing by the Development Review Commission and one (1) public hearing by the City Council.

RECOMMENDATION

Staff recommends that the Development Review Commission, in its capacity as the Land Development Regulation Commission, make a finding of consistency with the Comprehensive Plan and recommend to City Council **APPROVAL** of the City Code, Chapter 16 LDR text amendments described herein.

Attachments:

Attachment A: Proposed Section 16.30.050. SunRunner Target Employment Center Local Overlay at 22nd Street South and Strike-through/underline of Section 16.20.100. Industrial District ("IT")

Attachment B: Public Comments

HOUSING AFFORDABILITY IMPACT STATEMENT

City of St. Petersburg
Housing Affordability Impact Statement

Each year, the City of St. Petersburg receives approximately $2 million in State Housing Initiative Partnership (SHIP) funds for its affordable housing programs. To receive these funds, the City is required to maintain an ongoing process for review of local policies, ordinances, resolutions, and plan provisions that *increase the cost of housing construction, or of housing redevelopment,* and to establish a tracking system to estimate the cumulative cost per housing unit from these actions for the period July 1– June 30 annually. This form should be attached to all policies, ordinances, resolutions, and plan provisions which increase housing costs, and a copy of the completed form should be provided to the City's Housing and Community Development Department.

I. **Initiating Department:** Planning & Development Services Development

II. **Policy, Procedure, Regulation, or Comprehensive Plan Amendment Under Consideration for adoption by Ordinance or Resolution:**
See attached proposed amendments to Chapter 16, City Code of Ordinances (LDR 2024-03)

III. **Impact Analysis:**

A. Will the proposed policy, procedure, regulation, or plan amendment, (being adopted by ordinance or resolution) increase the cost of housing development? (i.e. more landscaping, larger lot sizes, increase fees, require more infrastructure costs up front, etc.)

No X (No further explanation required.)

B. Will the proposed policy, procedure, regulation, plan amendment, etc. increase the time needed for housing development approvals?

No X (No further explanation required)

IV: Certification

It is important that new local laws which could counteract or negate local, state and federal reforms and incentives created for the housing construction industry receive due consideration. If the adoption of the proposed regulation is imperative to protect the public health, safety and welfare, and therefore its public purpose outweighs the need to continue the community's ability to provide affordable housing, please explain below:

X The proposed regulation, policy, procedure, or comprehensive plan amendment will **not** result in an increase to the cost of housing development or redevelopment in the City of St. Petersburg and no further action is required.(Please attach this Impact Statement to City Council Material, and provide a copy to Housing and Community Development department.)

_____ _____

Manager, Urban Planning and Historic Preservation Division (signature) Date

Copies to: City Clerk
Joshua A. Johnson, Director, Housing and Community Development

ATTACHMENT A

Proposed Section 16.30.050. SunRunner Target Employment Center Local Overlay at 22nd Street South

Strike-through/underline of Section 16.20.100. Industrial District ("IT")

SECTION 16.30.050. SUNRUNNER TARGET EMPLOYMENT CENTER LOCAL OVERLAY

FINAL DRAFT UPDATED APRIL 17, 2024

16.30.050.1. - Applicability.

This section applies to any property within the SunRunner Target Employment Center Local Overlay District (SunRunner TEC-Local Overlay) as depicted as a zoning overlay on the Official Zoning Map. The following regulations provide an alternative development option within the overlay district. A property owner may opt to develop under these standards or may utilize the development standards in the underlying Industrial Traditional (IT) district in Section 16.20.100.

16.30.050.2. – Introduction to the SunRunner TEC-Local Overlay District.

The SunRunner TEC-Local Overlay is established as a subcategory of the existing Target Employment Center (TEC) Overlay designated on the Future Land Use Map. The standards and requirements of the SunRunner TEC-Local Overlay are established in accordance with the SunRunner Rising Development Study and SunRunner Rising Special Area Plan.

The purpose of the SunRunner TEC-Local Overlay is to allow and encourage a variety of uses and building typologies that support and attract target employment users in the creative industries. The overlay district allows alternative permitted uses, density, intensity, and development standards than what is typically permitted in the industrial zoning districts to encourage transit-oriented development in the SunRunner 22nd Street station area by allowing non-industrial uses to develop alongside small-scale fabrication, makers, and arts spaces when performance measures are met.

The SunRunner TEC-Local Overlay is located over Industrial Traditional (IT) zoned land south of 1st Avenue South, east of 24th Street South, and north and west of Interstate 275. The overlay district is south of the SunRunner Bus Rapid Transit (BRT) 22nd Street South Station and SunRunner BRT Activity Center, and north and east of established, predominantly single-family neighborhoods. This area is characterized by small-scale manufacturers and artisan users with industrial and warehouse needs. The overlay district functions as a place where people go to patronize and experience unique local businesses known for on-site production with a creative orientation.

The overlay district establishes provisions to incentivize and retain a mix of spaces for target employment users involved in small-scale manufacturing, artisanal production, brewing and distilling, design services, artist studios, creative incubators, and other light industrial, arts-related activities that are compatible with residential and commercial areas. This area also provides opportunities for target industry-supporting retail, office, research and educational activity, as well as opportunities for residential development that is provided concurrently with or after target employment uses.

Development standards in the SunRunner TEC-Local Overlay:

- Reinforce the creative industrial character of the area;
- Establish guidelines to retain and protect small-scale industrial uses;
- Encourage urban form design components and public realm improvements that promote walkability to support public transportation, use of the Pinellas Trail, and other multi-modal transportation alternatives.

16.30.050.3. - Definitions.

For the purpose of this section, the following terms and definitions apply:

Artisanal production. The onsite production of hand-fabricated or hand-manufactured parts and custom or craft consumer goods based on the skill and knowledge of the artisan and the use of hand tools or small-scale, light

mechanical equipment. The artisanal production category includes apparel manufacturing, cabinetry, furniture making, glass working, jewelry making, metal working, pottery, sculpture, personal care products, wood working, and their substantial equivalents. Showrooms and the ancillary sales of goods produced on-site or customarily found in association with the type of business are permitted.

Arts Education. Establishments that provide general or specialized education, instruction, or training in the arts and creative enterprises to individuals or groups.

Arts-Related Sales and Services. Establishments selling, leasing, or renting finished artwork, supplies used to support artisanal production work, musical instruments, multi-media, publications, or other hand-fabricated goods produced as a result of the skill and knowledge of an artist or artisan to the general public, businesses, or institutions.

Artist Retreat. Establishments providing transient accommodation units in relationship with a museum, gallery, art production facility, art exhibition, or other creative enterprise facility that are available to artists, apprentices, or students of an arts education program more than three times in any consecutive 365-day period, each for a term less than 90 days. Artist retreat uses shall provide designated space for creative work, arts education, or art exhibition, such as a studio or art gallery. Artist retreat transient accommodation units shall only be available to registered participants of the retreat's activities.

Craft Food and Beverage Production. Establishments engaged in on-site, small-scale production of hand-crafted, specialty food and beverage products. Typical examples include bakeries, breweries, chocolatiers, coffee roasters, confectioneries, and distilleries. Tasting rooms and the ancillary sale of products produced on-site or customarily found in association with the type of business are permitted, not to exceed 50% of gross floor area.

Creative Incubators. Establishments providing multiple individuals, organizations, or small firms access to collaborative or shared workplace facilities and business or administrative services, education, mentoring, and networking related to work in the arts and creative enterprises. These establishments typically offer access to low-cost studio spaces, business/administrative services, and specialized equipment to support the creative endeavor.

Laboratories and Research and Development. In addition to the definition provided for this use in section 16.10.020.1 – Matrix: Use Permissions and Parking Requirements Matrix and Zoning Matrix, in the SunRunner TEC Local Overlay district this use may also include the following establishments:

(1) Arts Lab or Research Facility. An establishment used for the experimentation and exploration of new techniques and technologies involved in the creative enterprises, including but not limited to artificial intelligence, digital media, interactive installations or exhibits including virtual reality, multimedia projects, music composition or production, sound design, and fashion.

(2) Test Kitchen. An establishment where professionals involved in the food and beverage industry explore and refine innovative techniques related to the culinary arts. Such use provides multiple cooking stations designed for researching, developing, and testing new recipes, cooking methods, or flavor combinations. Such use may include a tasting room, where the general public samples the facility's products, as an ancillary use not to exceed 50% of gross floor area.

Office, Business Incubator. Establishments providing multiple start-ups and other small firms with access to collaborative or shared workplace facilities including office space, event space, and conference rooms; prototyping space, electronics labs, or machine shops with equipment; and business or administrative services, education, and networking.

Office, Co-Working. Establishments providing multiple individuals or small firms access to collaborative or shared workplace facilities including, but not limited to, office suites, for-rent 'hot desks', dedicated workstations, meeting rooms, conference rooms, event space, resource libraries, and business or administrative support services.

Office, Design Services. Establishments that provide design services to individuals, groups, or businesses including architectural design, fashion design, graphic design, interior design, industrial design, landscape architecture, product development, software development, urban design, and their substantial equivalents.

Target employment use. Within the SunRunner TEC-Local Overlay district, target employment uses shall mean those uses permitted as principal uses in the industrial traditional (IT) zoning district, as established in section 16.10.020.1 Matrix: Use Permissions and Parking Requirements Matrix and Zoning Matrix, as well as those uses related to small-scale manufacturing, fabrication, and assembly, research and development, design services, artist studios, and other light industrial or creative enterprises, as identified in section 16.30.050.4.1.B.

16.30.050.4. - Use Standards.

16.30.050.4.1. – Permitted Uses.

A. *Target employment uses required.*

1. All sites shall incorporate one or more target employment uses provided under section 16.30.050.4.1.B, such that the total minimum combined floor area of all target employment uses on the site is equal to or greater than 30-percent of lot area or 40-percent of the first floor, whichever is less. Where there are multiple buildings on a property, the 40-percent applies to the first floor of all buildings. For sites with one-story building(s) only, the total minimum combined floor area of all target employment uses on the site shall be 30-percent of total floor area of all buildings on the site. The required TEC-square footage may be provided in any of the buildings, as long as the total equates to the required minimum.
2. Any floor area that is not used for target employment uses may be used for one or more of the non-target employment uses provided under section 16.30.050.4.2.
3. *Target employment uses required to be provided concurrently*. No Certificate of Occupancy shall be issued for any non-target employment use on a site until the required gross floor area for target employment uses is completed.

B. *Qualifying target employment uses*. A building or site shall include one or more of the following uses to satisfy the target employment use requirement of this subsection. Any additional use allowed as a target employment use in the SunRunner TEC-Local overlay district as determined by the POD shall be primarily related to small-scale production, the arts or other creative enterprises and shall be consistent with the intent and purpose of the SunRunner TEC-Local overlay.

1. Artisanal Production;
2. Arts Education;
3. Arts-Related Sales and Services;
4. Artist Retreat;
5. Craft Food and Beverage Production;
6. Creative Incubator;
7. Laboratories and Research and Development, Arts Lab or Research Facility;
8. Laboratories and Research and Development, Test Kitchen;
9. Museum;
10. Office, Business Incubator;
11. Office, Co-Working;
12. Office, Design Services;
13. Office, General;
14. Performing Arts Venue (500 seats or less);

15. Any use permitted as a principal use in the industrial traditional (IT) zoning district.

16.30.050.4.2. – TOD Supportive Uses.

The SunRunner TEC-Local Overlay permits alternative uses than what is traditionally allowed in the industrial traditional zoning district to encourage transit-oriented development in the SunRunner 22nd Street station area. The City is committed to preserving and protecting the existing creative industrial character of the SunRunner TEC-Local Overlay while also recognizing the opportunity for additional non-target employment uses to develop in appropriate locations to create a vibrant, mixed-use environment supported by multimodal transportation options.

A. The following alternative TOD supportive, non-target employment uses are allowed in the SunRunner TEC Local Overlay district when the target employment use requirements provided under section 16.30.050.4.1 are satisfied. Refer to section 16.10.020.1 – Matrix: Use Permissions and Parking Requirements Matrix and Zoning Matrix for use definitions.

1. *Accessory, Dwelling Unit*. May be permitted only on lots with an existing detached single-family house;
2. *Accessory Artist in Residence*. May be permitted in excess of 10% of gross floor area, not to exceed 50% of gross floor area, and allowed to contain more than one dwelling space on lots with an existing target employment use or in new developments when a target employment use occupies at least 50% of gross floor area;
3. Dwelling, Live/Work;
4. Dwelling, Multifamily;
5. Bed and Breakfast;
6. Hotel;
7. Restaurant and Bar, Brewpub;
8. Restaurant and Bar, Indoor;
9. Restaurant and Bar, Accessory Outdoor Area;
10. Restaurant and Bar, Indoor and Outdoor;
11. Retail Sales and Service;
12. Service Establishment;
13. Service, Personal;
14. Commercial Recreation, Outdoor;
15. Health Club;
16. Performing Arts Venue (Indoor and Outdoor)

16.030.50.4.3. – Parking Requirements.

A. Target employment uses are exempt from the minimum number of parking spaces required.

B. TOD supportive uses shall provide the minimum number of parking spaces required for the use pursuant to section 16.10.020.1 – Matrix: Use Permissions and Parking Requirements Matrix and Zoning Matrix, Downtown, except as noted in the following:

1. Where an individual nonresidential space facing 22nd Street South or the Pinellas Trail is equal to or less than 30 feet in width and measures 3,000 square feet or less in gross floor area, there shall be no required parking. Any qualified individual nonresidential space shall be located on the ground floor, adjoining the pedestrian sidewalk, and include a storefront entrance.

DRAFT

2. Where an existing building or portion thereof is converted to a TOD supportive use, the required parking may be reduced by up to 5 parking spaces.

C. Where a property, in whole or part, is located within ¼-mile of the SunRunner 22nd Street South station or the Pinellas Trail right-of-way, the minimum number of parking spaces required may be reduced by 25 percent. High-frequency transit routes located on the Interstate 275 do not qualify for this adjustment. This 25 percent reduction may be combined with other parking reductions allowed under section 16.40.090.3.2 – Minimum number spaces required, except that it shall not be combined with the reduction allowed for proximity to high-frequency transit routes.

D. Developments shall comply with the minimum bicycle parking requirements established in section 16.40.090.4. All developments with frontage along the Pinellas Trail shall provide a minimum of 2 short-term bicycle parking spaces, or 1 per 5,000 square feet of ground-level gross floor area, whichever is greater, regardless of use.

16.30.050.5 - Maximum Development Potential.

Achieving maximum development potential will depend upon market forces, such as minimum desirable unit size, and development standards, such as minimum lot size, parking requirements, height restrictions, floor area ratios, maximum building and impervious surface ratios, and building setbacks.

TABLE 16.30.050.5.a: Maximum Intensity	
Intensity	
Intensity, Minimum: Target Employment Uses	30-percent of lot area or 40-percent of the first floor, whichever is less[1]
Intensity, Maximum: Base	1.5 FAR
Intensity, Maximum: With Bonuses[2]	5.0 FAR
Maximum impervious surface	0.95
Additional Notes:	
[1]Target Employment Uses shall be provided before or concurrently with all other uses at a minimum intensity of 30% of the lot area or 40% of the first floor, whichever is less. Where there are multiple buildings on a property, the 40% applies to the first floor of all buildings. For sites with one-story building(s) only, the total minimum combined floor area of all target employment uses on the site shall be 30 percent of total floor area of all buildings on the site.	
[2]See section 16.30.050.5.1 for FAR bonus requirements.	

16.30.050.5.1. - Bonuses to FAR Calculations in the SunRunner TEC Local Overlay District.

Projects within the SunRunner TEC Local Overlay district may qualify for an additional intensity bonus. These bonuses are specifically written to provide support for TEC-Local uses and the Sunrunner BRT. Projects receiving FAR bonuses shall not exceed the maximum intensity allowed for the site. To qualify for bonuses: a project shall comply with all minimum use requirements of the SunRunner TEC-Local Overlay district.

If the proposed development includes residential dwelling units, the first 1.0 bonus FAR shall be selected from a. Workforce Housing. For any FAR bonus above 3.5, the first 0.5 bonus FAR shall be selected from b. 1-3 or C.1-2, as shown in Table 16.30.050.5.1. Thereafter, any bonus or combination of bonuses is allowed.

Once a project has been determined to qualify for bonuses by the POD, the development may utilize any combination of the bonus provisions listed in this subsection to attain the desired additional development rights, except as otherwise limited by these regulations.

TABLE 16.30.050.5.1: Bonuses to FAR calculations in the SunRunner TEC Local Overlay District	
FAR Bonuses	
a. Workforce Housing	**Minimum Bonus Increment is 0.1 FAR**
1) For each additional 1.0 FAR or fraction of the bonus FAR requested, five percent of the total number of housing units shall be provided, on site, as workforce housing units. Units associated with this bonus shall meet all requirements of the City's workforce housing program.	Not limited
2) Provide financial support to the City's housing capital improvements projects (HCIP) trust fund or its successor fund equal to one half of one percent or more of the total construction cost per each 0.5 of FAR bonus.	Not limited
b. Land Uses	**Minimum Bonus Increment is 0.5 FAR**
1) Provision of target employment uses above the required minimum percent	0.5 FAR for every additional 5% above the required minimum percent
2) Provision of industrial or artisanal production space with 16-foot floor-to-ceiling clearance and load bearing floors, serviced directly by appropriate loading access (such as double wide doors, ramps, freight elevators), ventilation, and other characteristics necessary for future use consistent with industrial and maker spaces.	0.5 FAR per 5,000 square feet
3) Provide affordable commercial space in accordance with City Affordable Commercial space program to fulfill at least 50% of the target employment use requirement. Must rent for current calendar year district average for 10 years, with 5% max increase per year.	0.5 FAR per 5,000 square feet
c. Streetscape Design, Street Frontage, and Pinellas Trail Frontage	**Minimum Bonus Increment is 0.5 FAR**
1) Provision of small storefront spaces along 22nd Street South with tenant improvements for immediate occupancy by target employment uses. Qualified small storefront spaces shall not exceed a maximum width of 30 feet and be incorporated into a minimum 50% of the linear building frontage.	0.5 FAR per 5,000 square feet
2) Provision of leasable shared workspace, flex space, or micro-retail spaces (less than 200 square feet) with tenant improvements for immediate occupancy by target employment uses.	0.5 FAR per 5,000 square feet
3) Provision of pedestrian-oriented uses adjacent and connected to the Pinellas Trail. Pedestrian-oriented uses shall be provided within 30 feet of the trail right-of-way and shall be incorporated into a minimum of 65% of linear building frontage and shall have at least 30% transparency at ground level.	0.5 FAR per 5,000 square feet
4) Provide financial support to the City's streetscape improvement program equal to one-half of one-percent or more of the total construction cost per each 0.5 FAR bonus	0.5 FAR, not to exceed 1.0 FAR

DRAFT

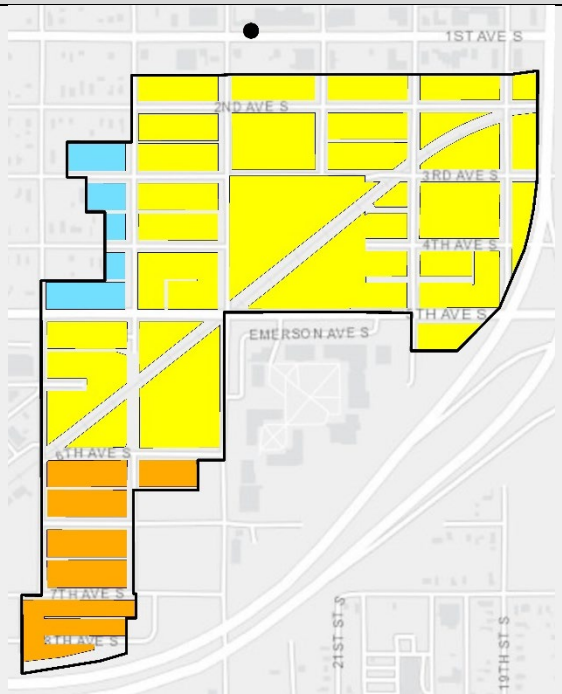
5) Site improvements in accordance with the 2018 Warehouse Arts District Deuces Live Joint Action Plan, including but not limited to trail corners (private and public spaces designed with electrical connections, pedestrian lighting, and other elements to ensure the space is equipped for "pop-up" uses), resting areas, plazas featuring sculptures or other interactive artistic displays, reserved spaces for floor graphics and wall murals, bike share stations, etc. where the cost of such improvements can be demonstrated to be equal to one-half of one-percent or more of the total construction cost per each 0.5 FAR bonus.	0.5 FAR
d. Open Space	
1) Provision of publicly accessible space that is adjoining the 22nd Street South corridor.	0.5 FAR per 5,000 square feet
2) Incorporate pedestrian-oriented uses and elements along the Pinellas Trail, such as retail, restaurants, and bars.	0.5 FAR for every additional 5% of lot area

16.30.050.6. - Building Envelope: Maximum Height and Building Setbacks.

The height restrictions do not correlate directly to the zoning districts. They are designed to concentrate heights around the 22nd Street South SunRunner BRT station and then transition toward existing maximum building heights in the surrounding neighborhoods.

TABLE 16.30.050.6.a: Maximum Building Height

Building Height [1]



Area	Maximum Height [1]
	86-feet [2]
	56-feet [2]
	35-feet

[1] Refer to technical standards regarding measurement of building height and height encroachments.
[2] An additional height of 10-feet is allowed for nonresidential spaces that do not exceed 25 percent of the total rooftop area.

TABLE 16.30.050.6.b: Minimum Building Setbacks	
Building Setbacks [1]	
Yard Adjacent to Streets	0-feet or 15-feet from the curb, whichever is greater
Yard Adjacent to Streets, abutting NT Zoning	10-feet
Yards Abutting the Pinellas Trail	0-feet
Interior Yards	0-feet
Interior Yards, Abutting NT Zoning	20-feet
[1] Refer to technical standards regarding measurement of building setbacks and setback encroachments.	

16.30.050.7. - Building Design.

The following design criteria allow the property owner and design professional to choose their preferred architectural style, building form, scale and massing, while creating a framework for good urban design practices which create a positive experience for the pedestrian.

16.30.050.7.1. - Buildings and Site Design, Generally.

Site layout and orientation. The City is committed to creating and preserving a network of linkages for pedestrians. Consequently, pedestrian and vehicle connections between public rights-of-way and private property are subject to a hierarchy of transportation, which begins with the pedestrian.

Building and parking layout and orientation.

All development in the SunRunner TEC-Local Overlay district:

1. Buildings shall be located adjacent to streets to improve access and shall provide walkway connections to bus stops and public sidewalks.
2. The principal structure shall be oriented toward the primary street. A building on a corner property may be oriented to the secondary street so long as all street façades are articulated as primary façades. Buildings at the corner of two intersecting streets are encouraged to highlight and articulate the corner of the building.
3. Building entrances shall face and be visible from adjacent primary streets and shall be directly accessible from the sidewalk adjacent to such street.
4. For proposed Buildings containing residential uses, provide an environmental report of of the surrounding industrial uses and potential future industrial uses, including any mitigation measures needed to address the health and safety of future residents due to proximity to such uses, such as but not limited to a Noise Impact Assessment and an Air Quality Analysis.
5. All mechanical equipment and utility functions (e.g. electrical conduits, meters, HVAC equipment) shall be located behind the front façade line of the principal structure. Mechanical equipment that is visible from the primary street shall be screened with a material that is compatible with the architecture of the principal structure or plant material.
6. Surface parking lots which are visible from a street (not including alleys) shall provide a solid knee wall not less than 36 inches high.
7. No development shall be designed to prohibit or obstruct the ability for future vehicle, bicycle, and pedestrian access and connectivity to adjacent lots, including through the use of new public or private

streets, except where the POD determines that such is impractical due to topographic or other site-specific constraints.

Development with frontage along 22nd Street South:

1. Buildings shall create a presence on the street. This means that a minimum of 60 percent of the principal structure's linear frontage, per street face, shall be on the building setback line.

2. Developments with frontage along 22nd Street shall include appropriate nonresidential, pedestrian-oriented uses. These uses shall include, but not be limited to, arts-related sales and services, artisanal and craft food and beverage production with showrooms and tasting rooms, restaurants and bars, target employment office uses, studios, and museums. Such pedestrian-oriented uses shall be incorporated into no less than 60 percent of the linear building frontage abutting 22nd Street South. Each of the foregoing pedestrian-oriented uses shall have a minimum average depth of 40 feet.

3. Surface parking, ancillary equipment, loading and service operations shall be placed to the rear or internal to the property and shall not be visible from streets (not including alleys).

4. Parking structures are encouraged to be internal to the site and include architectural features related to the principal structure and shall meet the general development standards for parking structures.

5. Detention and retention ponds and drainage ditches shall be located behind the principal building to the rear of the property. Detention and retention ponds and drainage ditches shall comply with the design standards set forth in the drainage and surface water management section.

Development along 22nd Street South, 2nd Avenue South, and 3rd Avenue South,

1. Buildings shall be equally detailed on all façades visible from a street (not including alleys).

2. Ground level façades along 22nd Street South shall have at least 50 percent transparency at the ground level. All façades for ground level residential use and all faces for floors above ground level and second floor for non-residential uses shall have at least 30 percent total fenestration. At least two-thirds of this requirement shall be transparent (i.e., window glass).

3. Ground level façades along 2nd Avenue South and 3rd Avenue South shall have at least 30 percent transparency at the ground level. All façades for ground level residential use and all faces for floors above ground level and second floor for non-residential uses shall have at least 10 percent total fenestration. At least two-thirds of this requirement shall be transparent (i.e., window glass).

4. A zero-lot line building or buildings that have interior façades or portions thereof that cannot provide glazing due to building and fire code regulations are exempt from providing fenestration on any exempt portion of the building. Portions of these façades which are not exempt shall have fenestration and architectural detailing consistent with the design style of the building which shall comprise at least 20 percent of the façade. Permanent, durable architectural features such as shutters, tile mosaics, medallions, Trompe L-oeil, or other items are acceptable.

5. No floor of any street façade shall have a blank area greater than 36 feet in width and the height of the floor. All other façades shall include fenestration and other architectural features.

6. Window fenestration on the street façades shall be organized in a rational pattern.

Screening and Landscaping.

1. All developments shall conform to the IT zoning district requirements stated in section 16.20.100.6.

Pedestrian circulation.

1. *Sidewalks required*. Existing public sidewalks shall be repaired to City standards. Where no public sidewalk exists, a public sidewalk shall be constructed in accordance with the requirements of the subdivision section.

2. Where multiple entry features or multiple buildings exist within the same development, each entry feature and building shall be connected by an internal sidewalk system that is clearly delineated from the vehicular pavement. The internal sidewalk system shall connect to any public sidewalk that abuts the property.

3. Cross easements which connect the internal pedestrian system are encouraged between abutting property owners.

4. Pedestrian circulation routes are encouraged to be emphasized with special design features that establish them as areas where pedestrians are physically separated from the flow of vehicular traffic. Techniques shall include one or more of the following:

   (a) Arcades, porticos, or other shade structures;

   (b) Bollards;

   (c) Seat walls or benches;

   (d) Landscape planters.

5. Sites larger than five acres shall be divided into smaller units through the use of pedestrian walkways, private drives, and other vehicular circulation routes.

16.030.50.7.2. – Building and Site Design along the Pinellas Trail.

The Pinellas Trail represents a unique opportunity to cultivate a vibrant, multimodal environment that blends one of the region's greatest recreational assets with the distinct communities that interface with the trail. The city recognizes the symbiotic relationship that can exist between the trail and local businesses and finds that special consideration towards building design and orientation along the Pinellas Trail is necessary to activate trail frontages, maintain a safe, pedestrian-oriented environment for trail users, and stimulate local economic development for businesses that locate along the Pinellas Trail.

The following design criteria allows the property owner and design professional to choose their preferred architectural style, building form, scale and massing, while creating a framework for good urban design practices which create a positive experience for users of the Pinellas Trail. For purposed of this section, the Pinellas Trail shall be referred to as "the trail."

A. Properties with frontage along the Pinellas Trail shall treat the trail as a street frontage in addition to any street-facing frontages and meet the following requirements:

   1. A minimum of one entrance shall be directly accessible from the trail via a walkway with a minimum width of five feet. All pedestrian improvements shall be ADA accessible and provided alongside adequate lighting.

   2. Off-street parking areas, outdoor storage, and loading areas shall not be located between any building and the trail. building mechanical and accessory features may be located between the building and the trail but shall be screened with plant or fence materials. Screening with plant or fence materials shall be required if the equipment is otherwise visible from any public right-of-way.

   3. No groundfloor of any trail-facing façade shall have a blank area greater than 40 feet in width and the height of the floor. Blank walls may be limited through use of murals, fenestration, and/or architectural features.

   4. Fencing must be decorative and follow all standards of the commercial zoning districts. No chainlink, barbed wire or electric fencing may be used abutting the Pinellas Trail.

16.30.050.8. - Special Events.

A. Special events related to target employment uses and creative enterprises, such as live performances, pop-up markets, temporary art exhibits, are permitted in the SunRunner TEC-Local Overlay district upon receipt of a

completed temporary use permit application in accordance with the criteria for temporary uses and procedures identified in the Applications and Procedures section.

B. Special events may include mobile food trucks allowed by a City-issued permit in accordance with the criteria for mobile food trucks and procedures identified in section 16.30.050.4.5 and section 16.50.440.

C. *Standards*.

1. Conditions shall be imposed to reasonably mitigate any adverse impacts resulting from noise, lighting, vehicular traffic, vehicular parking, pedestrian traffic, solid waste collection, and other such matters and effects as may be expected from the occurrence of such special events.

2. Special events occurring on a site for a duration of more than three hours shall demonstrate that restroom facilities are available on-site or off-site.

3. Special events shall comply with the Noise Ordinance in Chapter 11.

16.30.050.9 - Vending.

This subsection allows flexibility to the standards established for mobile food trucks and roadside vending to recognize the diverse activities and unique needs associated with creative entrepreneurial endeavors in the SunRunner TEC-Local Overlay. Unless otherwise expressly stated, the standards and procedures identified in section 16.50.440 – Vending, mobile food trucks and section 16.50.460 – Vending, roadside market shall apply.

A. *Vending, mobile food trucks*. Alternative standards for the vending of products from a class I mobile food truck on private property within the SunRunner TEC-Local Overlay are provided as follows:

1. *Vacant properties.* The operation of a class I mobile food truck on vacant and undeveloped private property shall be allowed in the SunRunner TEC-Local Overlay.

2. *Frequency*. Except as may be allowed as part of a City-issued permit (as defined in section 16.50.440), mobile food trucks are permitted on each property, a maximum of no more than five days per calendar week. Mobile food trucks that are present on the same property more than two days per week and/or park overnight shall:

a. Not be located in parking spaces required by the other uses on the property unless the number of spaces exceeds the minimum amount required for other uses on the property. The utilization of an off-street parking space for the operation of a food truck must not cause the site to become deficient in required off-street parking; and

b. Provide a site map for location and/or placement of food truck(s) on the subject property.

c. Demonstrate that restroom facilities are available on-site or off-site.

3. *Hours of operation.* Class I mobile food trucks shall be allowed to operate after 7:00 a.m. and before 9:00 p.m. in the SunRunner TEC-Local Overlay unless allowed by a City-issued permit (as defined herein).

a. *Extended hours*. At locations where mobile food trucks are allowed to operate, an owner may request to extend the hours of operation from 9:00 p.m. until 1:00 a.m. The request for extended hours shall be reviewed by the POD, subject to the criteria contained in the applications and procedures section.

4. *Food truck special events*. An owner may request as part of a food truck special event application that the food truck special event take place over a period of more than seven days. The request for a food truck special event for a duration longer than seven days shall be reviewed by the POD, subject to the criteria contained in the applications and procedures section.

B. *Vending, roadside markets.* Alternative standards for roadside vending markets within the SunRunner TEC-Local Overlay are provided as follows:

1. In addition to food, roadside vending markets may sell hand-fabricated material goods produced by a target employment use operating within the SunRunner TEC-Local Overlay.

2. Roadside vending markets are allowable throughout the SunRunner TEC-Local Overlay provided all other conditions of operation stated in section 16.50.460 are met.

16.20.100. INDUSTRIAL TRADITIONAL DISTRICT ("IT")

16.20.100.2. Purpose and intent.

The purpose of the IT district regulations is to permit rehabilitation, improvement and redevelopment in a manner that is consistent with the character of the neighborhood and respects adjacent residential uses. Properties located in the SunRunner Target Employment Center Local Overlay may opt to develop in accordance with the Overlay regulations as an alternative to compliance with this section, see 16.30.050. Traditional industrial areas consist of external areas which border residential or other uses, where buffering may be an issue, and internal areas which border only other industrial uses. Necessary buffering and transition differs between these two. This section:

(1) Creates buffers and transitional zones between industrial corridors and abutting neighborhoods;

(2) Provides standards and incentives for design including site planning, architectural design, signage and lighting; and

(3) Establishes guidelines to shield storage areas, walls and fences to provide a better visual environment.

Flexibility is provided to encourage high quality economic development.

ATTACHMENT B

Community Design Charette: Proposed Changes

Letters from Individual Stakeholders

Hearing Binder Submitted to DRC on January 10, 2024

SPECIAL NOTE:

The hearing binder includes 316 pages of miscellaneous reports and support letters organized by Joe Furst, Place Projects. Although previously provided to the Development Review Commission on January 10, 2024, the binder is included here by link for your information and reference. The Table of Contents immediately follows the links:

ShareDrive Link: LDR 2024-03 Attachment B, Hearing Binder.pdf

Short URL: https://bit.ly/4dfm97d

QR Code:



January 10, 2024

Development Review Commission Hearing Binder

Table of Contents

1. DRC Letter 1/5/2024
2. WADA/Deuces Joint Action Plan
3. Place Projects//GAI - Land Use Strategy
4. Place Projects//GAI - Neighborhood Workshop Invite
5. Place Projects - 22nd Street Corridor I-Mix Website
6. Place Projects - I-MIX Presentation for Community Boards/Groups
7. Place Projects//GAI - I-MIX and Vision 2050 - Comparison Guide
8. Place Projects//GAI - I-MIX, Comparable Districts Nationally
9. Place Projects//GAI - I-MIX, TOD Overlay Community Workshop Materials
10. I-MIX, TOD Overlay Community Workshop Photos
11. Place Projects//GAI - Atlanta Beltline Case Study
12. Place Projects - Atlanta Beltline Project Details
13. Place Projects' Code Concepts Presentation
14. Place Projects' Proposed Code
15. Support Letters

COMMUNITY DESIGN CHARETTE: PROPOSED CHANGES FOR COMMERCIAL AND SUNRUNNER CORRIDOR STATION AREAS OF 22ND AND 32ND ST LOCATION

Summary

The Community Design Charettes for the Proposed Changes For Commercial and SunRunner Corridor Station Areas were held on June 21, 2023 and June 28, 2023 at the St. Petersburg College Midtown Center. Approximately 40 community members were in attendance during each session. Participants were asked to complete activities to express their ideas on future development and redevelopment within the station areas. Participants were asked their preference on building heights within the study area and the types of uses they would prefer to see permitted by right and not permitted. A running presentation describing the study area, updates on recommendations from the SunRunner Rising study, and a schedule of upcoming meetings was provided. The material presented and the exercises were the same for both sessions. The community design charette activities are listed below:

- Activity 1 - Live/Work/Play Map
- Activity 2 - Building Heights Map
- Activity 3 - Corridor Districts and Industrial Traditional District Uses
- Activity 4 - Comment Cards

Overall, the most common comment was the request for more flexibility within the zoning districts while maintaining the character of the neighborhood. Opinions ranged on the location of taller buildings but the general consensus was support for greater density and greater intensity throughout the zoning districts.



June 21, 2023 Design Charette



June 28, 2023 Design Charette

> ***If I receive the same uses as my neighbors I will be willing to invest more in my community.***

> ***Let's maximize use of the SunRunner and put more multi-family in this area...***

> ***I don't mind what the uses are as long as we don't lose the character of the neighborhood.***

COMMUNITY DESIGN CHARETTE: PROPOSED CHANGES FOR COMMERCIAL AND SUNRUNNER CORRIDOR STATION AREAS OF 22ND AND 32ND ST LOCATION

Activity 1 - Live/Work/Play Map

Workshop participants were asked to place a sticker where they live, where they work, and where they like to spend leisurely time on a map of the study area.

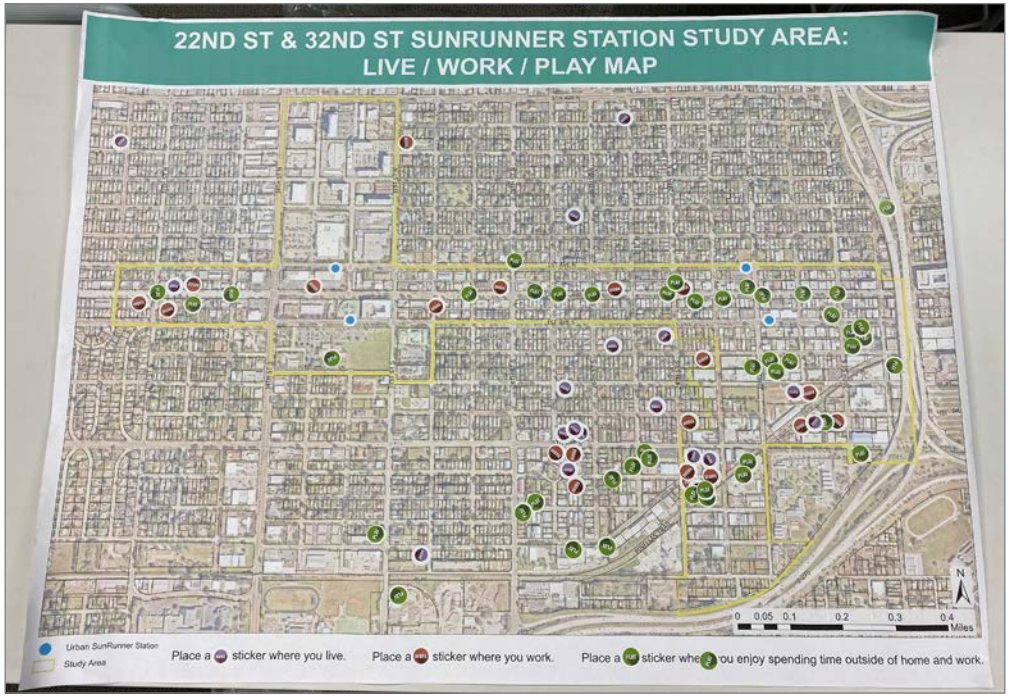
Most work south of Central Avenue and east of 28th Street S both within the station areas and less than five blocks outside of the station areas. Leisurely activities are enjoyed throughout the study area.

Below were the stickers used for this activity and an example of the study area map.









Live/Work/Play Map from June 28, 2023 Design Charette



Live/Work/Play Map from June 21, 2023 Design Charette

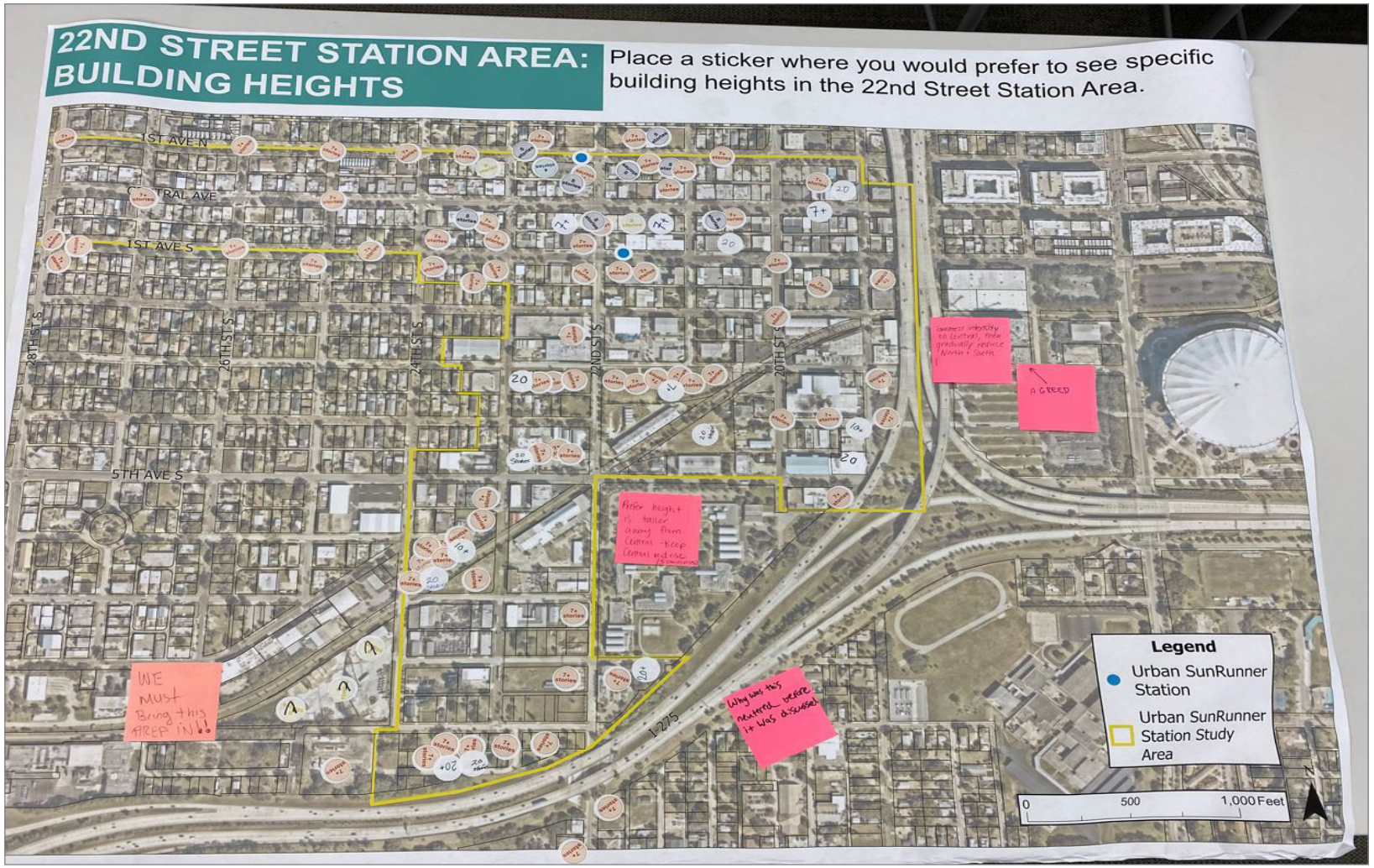


Live/Work/Play Map from June 28, 2023 Design Charette

Activity 2 - Building Heights Map

Workshop participants were provided stickers indicating heights they would prefer to see near the station areas. These stickers were to be placed on maps for the 22nd Street Station Area and the 32nd Street Station Area. Height stickers ranged from 3 floors to 7 plus floors and a blank sticker for heights that were not provided.

Comments received mentioned support for greater heights but the location of taller buildings did not reach a consensus. Some comments were for greater heights along Central Avenue and gradually decreasing on 1st Avenue N and 1st Avenue S. Other comments mentioned maintaining the current heights on Central Avenue and gradually increasing on 1st Avenue N and 1st Avenue S.



22nd Street Station Area Map from June 21, 2023 Design Charette

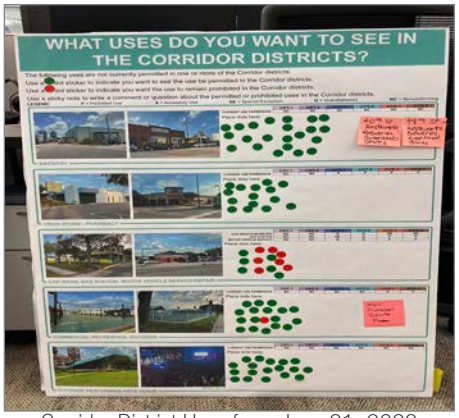
COMMUNITY DESIGN CHARETTE: PROPOSED CHANGES FOR COMMERCIAL AND SUNRUNNER CORRIDOR STATION AREAS OF 22ND AND 32ND ST LOCATION

Activity 3 - Corridor Districts and Industrial Traditional District Uses

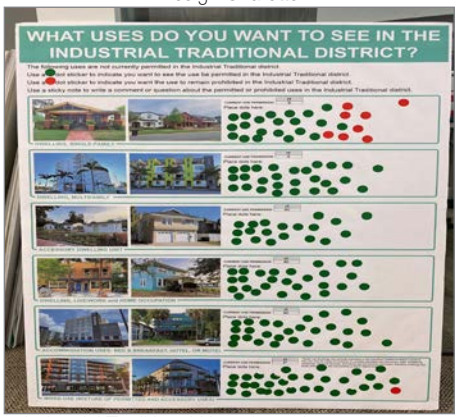
A list of uses and accompanying pictures that are not currently permitted by right within the Corridor Districts and Industrial Traditional District were made displayed to gain community input. Two sets of non-permited uses were displayed on large boards: one set for the Corridor Districts and one set for the Industrial District. Charette participants were asked to place a green sticker next to uses they would like to see permitted within the applicable districts and a red sticker next to uses that should remain prohibited within the applicable zoning districts.

Within the **Corridor Districts**: uses such as breweries, commercial gardens and greenhouses, commercial recreation, outdoor, drug stores/pharmacies, and outdoor performing arts venues were preferred, while auto-centric uses, outdoor storage, and surface parking as a principal use were not preferred.

Within the **Industrial Traditional District**: uses such as accessory dwelling units, live/work dwellings, multi-family dwellings, accommodation uses, health clubs, indoor performing arts venues, child care facilities, and mixed-use buildings were preferred, while gas stations were the only use not preferred.



Corridor District Uses from June 21, 2023 Design Charette



Industrial Traditional Uses from June 28, 2023 Design Charette



Uses Exercise from June 28, 2023 Charette

Activity 3 - Corridor Districts and Industrial Traditional District Uses Results

The below tables display the preference results for proposed permitted uses from both charettes. A list of each use for both the Corridor Districts and Industrial Traditional District is provided with the number of green stickers for uses the community would like to see permitted and red stickers for uses the community feels should remain prohibited. The table is arranged in order of uses with the most green stickers to uses with the most red stickers.

Corridor Districts Proposed Permitted Uses

Use(s)	Green Stickers	Red Stickers
Brewery	**53**	1
Commercial Recreation, Outdoor	**44**	3
Outdoor Performing Arts Venue	**42**	5
Commercial Garden and Greenhouse	**39**	1
Drug Store/Pharmacy	**35**	4
Outdoor Sales (Not Garden Related)	**25**	15
Car Wash, Gas Station, Motor Vehicle Service/Repair	14	**24**
Outdoor Storage	10	**25**
Self/Mini Warehouse Storage	8	**36**
Surface Parking - Principal Use	13	**37**

Industrial Traditional District Proposed Permitted Uses

Use(s)	Green Stickers	Red Stickers
Indoor Performing Arts Venue	**49**	1
Accommodation Uses: Bed & Breakfast, Hotel or Motel	**48**	0
Dwelling, Live/Work and Home Occupation	**46**	0
Dwelling, Multifamily	**42**	0
Health Club (Gym)	**40**	1
Mixed Use (Mixture of Permitted and Accessory Uses)	**31**	1
Dwelling, Single Family	**30**	11
Accessory Dwelling Unit	**30**	0
Restaurant and Bar	**28**	0
Meeting Hall and Other Community Assembly Facility	**27**	0
Cafe, Neighborhood Scale	**26**	0
Retail Neighborhood Scale	**25**	0
Service Establishment and Service, Personal	**23**	0
Office, General and Office, Medical	**22**	1
Child Care Facility	**21**	0
Retail Sales and Services	**20**	0
Bank Without Drive-Thru	**14**	8
Gas Station	9	**25**

Activity 4 - Comment Cards

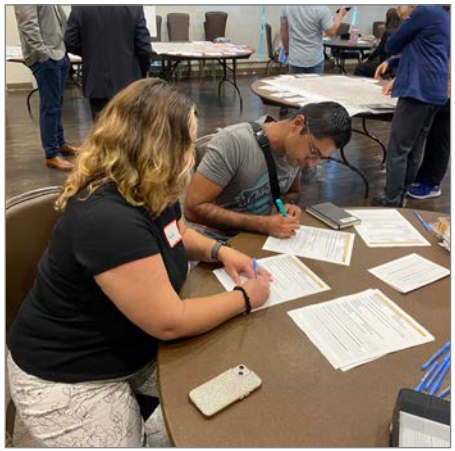
Comment cards were made available for participants to describe how they would prefer the Station Areas developed in terms of uses and heights. 47 comment cards were completed. The questions focused on understanding different perspectives on preferences from residents both homeowners and renters, property owners, small business owners, and artists. Each group was represented during the charettes and in the comment card responses.

Based on the completed comment cards, five common themes were identified below:

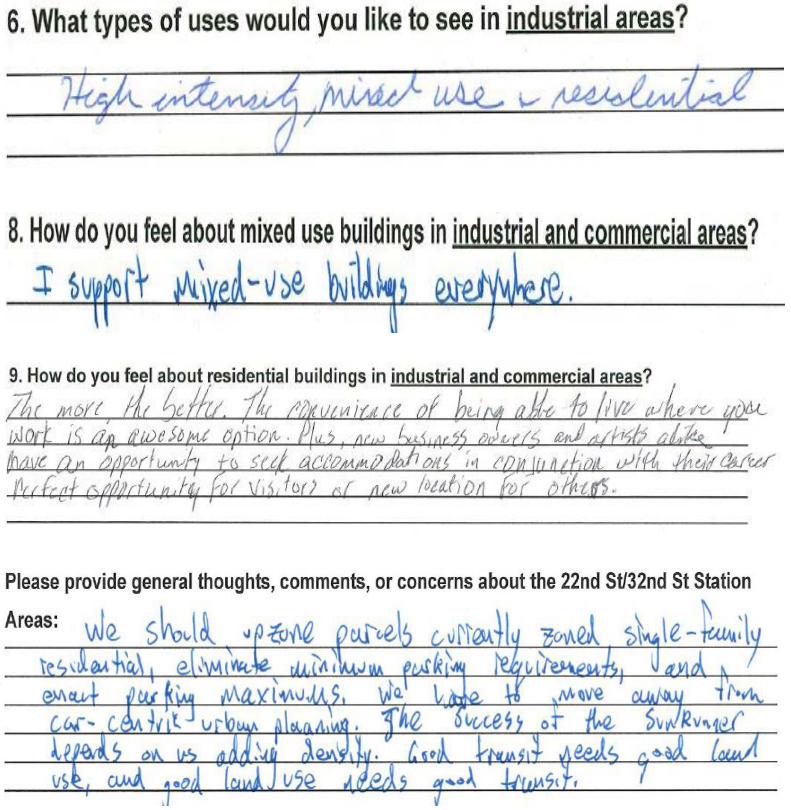
- Support for mixed-use buildings with retail on the ground floor and residential on above floors
- Support for greater density and intensity the zoning districts within the study area
- Support for more housing options including affordable housing
- Desire to allow more uses/flexibility to use property for a variety of uses

Next Steps Based on Feedback Received:

- Determine appropriate height requirements for zoning districts and station areas
- Determine what changes occur to the permitted uses in the station areas
- Draft design standards to include form and mobility considerations



Comment Card Exercise from June 21, 2023 Design Charette



6. What types of uses would you like to see in industrial areas?

High intensity, mixed use + residential

8. How do you feel about mixed use buildings in industrial and commercial areas?

I support mixed-use buildings everywhere.

9. How do you feel about residential buildings in industrial and commercial areas?

The more, the better. The convenience of being able to live where your work is an awesome option. Plus, new business owners and artists alike have an opportunity to seek accommodations in conjunction with their career. Perfect opportunity for visitors or new location for others.

Please provide general thoughts, comments, or concerns about the 22nd St/32nd St Station Areas: We should upzone parcels currently zoned single-family residential, eliminate minimum parking requirements, and enact parking maximums. We have to move away from car-centric urban planning. The success of the SunRunner depends on us adding density. Good transit needs good land use, and good land use needs good transit.

Responses from Comment Card Exercise



Comment Card Exercise from June 28, 2023 Design Charette

Appendix A - Sign-In Sheets

Appendix B - Activity 1 - Live/Work/Play Maps

Appendix C - Activity 2 - Building Heights Maps

Appendix D - Activity 3 - Corridor Districts and Industrial Traditional District Use Boards

Appendix E - Activity 4 - Comment Cards

Appendix F - Presentation

Appendix G - Meeting Notice

2861 RE Management, Inc.
2861 34th Street South
Saint Petersburg, FL 33711
(727) 580-4584

February 22, 2024

To whom it may concern:

I write this letter as an affected property owner along the 22nd Street Corridor, with an address of 2861 34th St S. I am in general support of the forthcoming SunRunner Station Area Plan, **with the exception of the currently proposed transition of height from 8 to 5 stories at 3rd Avenue S**. Since acquiring our buildings, we've been tirelessly working to create new opportunities for growth but have been limited by the overly restrictive zoning code. The proposed changes allow a series of new uses to the district, while preserving and advancing artist and artisan uses. The code is a perfect balance to create a creative live, work, play district. We could not be more excited about the growth and opportunities the proposed zoning changes will bring to the area.

Reducing height from 8 to 5 stories along the corridor will greatly limit the opportunity for economic development and create an unnecessary divide.

We urge the various City and County boards to hear our voices and ensure consistency with the plan.

Thank you for your consideration,

Richard D Wilkes

To whom it may concern:

I write this letter as an affected property owner and owner of 3 Daughters Brewing on the 22nd Street S Corridor with an address of 222 22nd Street S. I am in general support of the forthcoming SunRunner Station Area Plan, **except for the currently proposed transition of height from 8 to 5 stories at 3rd Avenue S**. Since opening 3 Daughters, we've been tirelessly working to create new opportunities for growth. The surrounding area has been limited by an overly restrictive zoning code. The proposed changes allow a series of new uses to the district, while preserving and advancing artist and artisan uses. The code is a perfect balance to create a creative live, work, play district. We could not be more excited about the growth and opportunities the proposed zoning changes will bring to the area.

Reducing height from 8 to 5 stories within the district will limit the opportunity for economic development and create an unnecessary divide.

We urge the various City and County boards to hear our voices and ensure consistency of height and opportunity with the plan.

Thank you for your consideration.

Mike Harting
CEO -3 Daughters Brewing

Jorge and Suzanne Alvarez
1241 Fairway Circle South
Saint , Petersburg , Florida
33705

To whom it may concern:

I write this letter as an affected property owner along the 22nd Street Corridor, with an address of 150 22nd Street South. I am in general support of the forthcoming SunRunner Station Area Plan, **with the exception of the currently proposed transition of height from 8 to 5 stories at 3rd Avenue S**. Since acquiring our buildings, we've been tirelessly working to create new opportunities for growth, but have been limited by the overly restrictive zoning code. The proposed changes allow a series of new uses to the district, while preserving and advancing artist and artisan uses. The code is a perfect balance to create a creative live, work, play district. We could not be more excited about the growth and opportunities the proposed zoning changes will bring to the area.

Reducing height from 8 to 5 stories along the corridor will greatly limit the opportunity for economic development and create an unnecessary divide. We urge the various City and County boards to hear our voices and ensure consistency with the plan.

Thank you for your consideration,

Jorge and Suzanne Alvarez

JSA, LLC

February 20, 2024

RE: SunRunner Station Area Plan//22nd Street South

To whom it may concern:

I write this letter on behalf of the Deuces Live in general support of the forthcoming SunRunner Station Area Plan, **with the exception of the currently proposed transition of height from 8 to 5 stories at 3rd Avenue S**. The proposed zoning changes will bring much needed economic development to the 22nd Street S Corridor north of the Deuces Main Street and bring traffic and exposure to our neighborhood.

Reducing height from 8 to 5 stories will greatly limit the opportunity for the economic development we need and create a "cut off' of development opportunities at an arbitrary point on the corridor, once again limiting the Deuces growth.

We urge the various City and County boards to ensure consistency in the opportunities for growth and allow the 8 stories of development potential to come to the southern end of the SunRunner Overlay to the 275 Overpass.

Further, upon the successful completion of the SunRunner Station Area Plan, our organization would like to seek City support to help us calibrate the zoning South of the 275 overpass to accomplish our own goals of growth and advancement. Our history and legacy warrant a thoughtful framework.

Thank you for your consideration,

Latorra Bowles

Latorra M. Bowles, Executive Director
The Deuces Live, Inc.
833 22nd Street South
St. Petersburg, Florida 33712
Direct: 727-433-8237 that's 727-4DEUCES - **Cell**: 727-273-4294
Email: deuceslivestpetemainstreet@gmail.com
www.deuceslive.org

DUNCAN McCLELLAN GALLERY DMG SCHOOL PROJECT

2342 Emerson Avenue South
St. Petersburg, FL 33712

March 5, 2024

To Whom It May Concern:

I write this letter as a property owner and owner/operator of Duncan McClellan Gallery and Director of DMG School Project, 2342 Emerson Avenue, in the Warehouse Arts District of St. Petersburg, Florida.

I moved my business from Tampa to St. Petersburg and helped form the Warehouse Arts District with aspirations of making this area a vibrant part of the City. We, the artist community, have taken this district as far as we can. The time is now to take the district to the next level and give us additional opportunities needed to activate and continue its growth.

As such, I am in general support of the forthcoming SunRunner Station Area Plan, **with the exception of the currently proposed transition of height from 8 to 5 stories at 3rd Avenue S.** We should have the same height opportunity at our location further south and west in the district. We were instrumental in the creation of the district and, in the sense of fairness, should be included fully in the opportunities to expand my operations.

Since opening DM Glass/Duncan McClellan Gallery, we've been tirelessly working to create new opportunities for growth. The surrounding area has been limited by an overly restrictive zoning code. The proposed changes allow a series of new uses to the district, **while preserving and advancing artist and artisan uses**. The code is a perfect balance to create a creative live, work, play district. We are very excited about the growth and opportunities the proposed zoning changes will bring to the area.

Reducing height from 8 to 5 stories within the district would limit the opportunity for economic development and create an unnecessary divide.

We urge the various City and County boards to hear what we are asking, to ensure consistent height and opportunity with the plan.

Thank you for your consideration.

Duncan McClellan
Duncan McClellan Gallery
813-760-6600 cell
duncan@dmglass.com
2342 Emerson Avenue So.
St. Petersburg, FL. 33712
www.Dmglass.com

More than a Gallery…...

morean artscenter
ST. PETERSBURG, FLORIDA

To whom it may concern:

I write this letter on behalf of the Morean Arts Center and the Morean Center for Clay in general support of the forthcoming SunRunner Station Area Plan, **with the exception of the currently proposed transition of height from 8 to 5 stories at 3rd Avenue S.** Representing the artist community for over 100 years and operating the Morean Center for Clay since 2009, we understand the needs of the local creative community and could not be more excited about the growth and opportunities the proposed zoning changes will bring to the area.

The proposed changes will provide opportunities for housing, commercial uses and a complete live, work, play neighborhood. These changes are necessary for the creative community to reach its full potential.

Reducing height from 8 to 5 stories will greatly limit the opportunity for economic development and limit our opportunities at the Morean Center for Clay which is further south down the corridor at 5th Avenue S.

We urge the various City and County boards to hear our voices and ensure consistency with the plan.

Thank you for your consideration,

Roger F. Ross, Jr

719 Central Avenue
St. Petersburg, Florida 33701
Tel 727.822.7872
Fax 727.821.0516
www.MoreanArtsCenter.org

PALMETTO PARK
NEIGHBORHOOD ASSOCIATON

February 23, 2024

Dear St Petersburg City Council,

I write on behalf of the Palmetto Park Neighborhood Association in regards to the City of St. Petersburg's draft of the SunRunner Target Employment Center Local Overlay zoning code, released on February 9, 2024. In the draft code, the City has proposed that 3rd Avenue South serve as a delimiting line, where buildings along 22nd Street South would be allowed to be 86 feet tall if they are north of 3rd Avenue South and 56 feet tall if they are south of 3rd Avenue South.

Please note that, pursuant to a procedurally valid vote held during our February 2024 general meeting, the members of the Palmetto Park Neighborhood Association present at the meeting who participated in the vote unanimously decided to support extending the above-described demarcation line to 8th Avenue South, which is the southernmost boundary of the Palmetto Park Neighborhood Association, thereby allowing additional parcels to be zoned for an allowable height of 86 feet.

Sincerely,

Lindsay Wulff

Lindsay Wulff
Palmetto Park Neighborhood
Assocation President

palmettoparkna@gmail.com

RWTV, LLC
2232 2nd Ave South
Saint Petersburg, FL 33711

February 22, 2024

To whom it may concern:

I write this letter as an affected property owner along the 22nd Street Corridor, with an address of 2232 2nd Ave S. I am in general support of the forthcoming SunRunner Station Area Plan, **with the exception of the currently proposed transition of height from 8 to 5 stories at 3rd Avenue S**. Since acquiring our buildings, we've been tirelessly working to create new opportunities for growth but have been limited by the overly restrictive zoning code. The proposed changes allow a series of new uses to the district, while preserving and advancing artist and artisan uses. The code is a perfect balance to create a creative live, work, play district. We could not be more excited about the growth and opportunities the proposed zoning changes will bring to the area.

Reducing height from 8 to 5 stories along the corridor will greatly limit the opportunity for economic development and create an unnecessary divide.

We urge the various City and County boards to hear our voices and ensure consistency with the plan.

Thank you for your consideration,

Richard D Wilkes

Trisland Holdings, Inc.
2151 Central Ave
Saint Petersburg, FL 33713

February 22, 2024

To whom it may concern:

I write this letter as an affected property owner along the 22nd Street Corridor, with an address of 2151 Central Ave. I am in general support of the forthcoming SunRunner Station Area Plan, **with the exception of the currently proposed transition of height from 8 to 5 stories at 3rd Avenue S**. Since acquiring our buildings, we've been tirelessly working to create new opportunities for growth but have been limited by the overly restrictive zoning code. The proposed changes allow a series of new uses to the district, while preserving and advancing artist and artisan uses. The code is a perfect balance to create a creative live, work, play district. We could not be more excited about the growth and opportunities the proposed zoning changes will bring to the area.

Reducing height from 8 to 5 stories along the corridor will greatly limit the opportunity for economic development and create an unnecessary divide.

We urge the various City and County boards to hear our voices and ensure consistency with the plan.

Thank you for your consideration,

Warehouse Arts District Association
515 22nd Street South
St. Petersburg, FL 33712
info@whereartismade.com
http://www.whereartismade.com
727-826-7211

To whom it may concern:

I write this letter on behalf of the Warehouse Arts District Association in general support of the forthcoming SunRunner Station Area Plan, **with the exception of the currently proposed transition of height from 8 to 5 stories at 3rd Avenue S**. Representing the artist community in the Warehouse Arts District since 2012, we understand the needs of the local creative community and could not be more excited about the growth and opportunities the proposed zoning changes will bring to the area.

The proposed changes will provide opportunities for housing, commercial uses and a complete live, work, play neighborhood. These changes are necessary for the creative community to reach its full potential.

Reducing height from 8 to 5 stories will greatly limit the opportunity for economic development and limit our opportunities at the Arts Exchange which is further south down the corridor between 5th and 6th Avenue S and fronting 22nd St.

We urge the various City and County boards to hear our voices and ensure consistency with the plan.

Thank you for your consideration,
Mark Aeling
Board President
Warehouse Arts District Association

Board Members:

Mark Aeling
Reuben Pressman
Nancy Cohen
Jesse Javens
Joeseph Furst
Robert Kapusta
Ronald Schlosser
Veatrice Farrell
Jim Kammerud
Scott Neil
Teresa Sullivan
Nina Mahmoudi
Scott Pickens
Wendy Snyder
Barclay Harless

PUBLIC COMMENTS

Hearing Binder Submitted to DRC on January 10, 2024
and City Council on June 6, 2024

Emails Regarding Parking Minimums

ShareDrive Link: LDR 2024-03 SunRunner TEC, Local Overlay

Short URL: http://bit.ly/4dy4nfk

QR Code:

SPECIAL NOTE:

The binder includes 316 pages of miscellaneous reports and support letters organized by Joe Furst, Place Projects. Although previously provided to the Development Review Commission on January 10, 2024, and City Council on June 6, 2024, the binder is included here by link for your information and reference. The Table of Contents immediately follows the links:



January 10, 2024

Development Review Commission Hearing Binder

Table of Contents

1. DRC Letter 1/5/2024
2. WADA/Deuces Joint Action Plan
3. Place Projects//GAI - Land Use Strategy
4. Place Projects//GAI - Neighborhood Workshop Invite
5. Place Projects - 22nd Street Corridor I-Mix Website
6. Place Projects - I-MIX Presentation for Community Boards/Groups
7. Place Projects//GAI - I-MIX and Vision 2050 - Comparison Guide
8. Place Projects//GAI - I-MIX, Comparable Districts Nationally
9. Place Projects//GAI - I-MIX, TOD Overlay Community Workshop Materials
10. I-MIX, TOD Overlay Community Workshop Photos
11. Place Projects//GAI - Atlanta Beltline Case Study
12. Place Projects - Atlanta Beltline Project Details
13. Place Projects' Code Concepts Presentation
14. Place Projects' Proposed Code
15. Support Letters

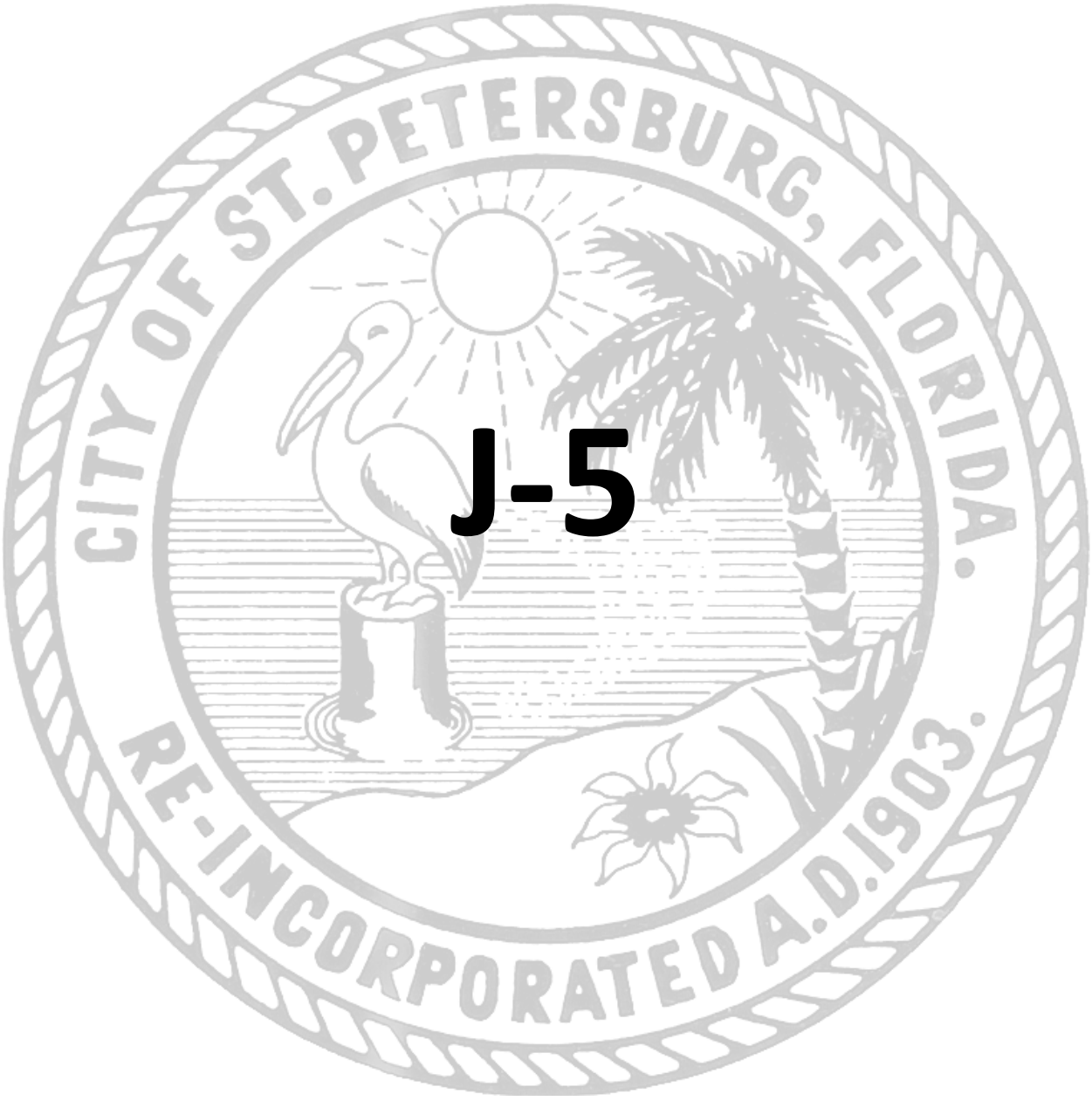
From:	Cheryl N. Stacks
To:	Elizabeth Abernethy
Cc:	Derek Kilborn; Evan Mory; Alaina M. Grundy
Subject:	Mayor"s Bicycle Pedestrian Advisory Committee - consideration offered for proposed changes to Commercial Corridors & SunRunner Corridor Station Areas
Date:	Wednesday, August 21, 2024 4:57:39 PM

Good afternoon. At this morning's Mayor's Bicycle Pedestrian Advisory Committee meeting, in response to a request made during public comment offered at both their July and August meetings, the Committee requested that consideration for the language they approved, and provided below, is included as a part of the overall consideration associated with the upcoming City Council Second Reading/Public Hearing for the proposed changes to Commercial Corridors and SunRunner Corridor Station Areas that's anticipated on September 5, 2024. Please let me know if you have any questions or need anything further to have this incorporated as a part of the supporting materials. Thank you.

The Mayor's Bicycle Pedestrian Advisory Committee supports strong consideration for removing or reducing parking mandates from the SunRunner Target Employment Center and Commercial Corridor zoning areas. We appreciate the benefits it could provide for people who may not have access to cars, and would encourage additional active transportation use.

Best,
Cheryl N. Stacks, P.E., PTOE, AICP
Transportation Manager
City of St. Petersburg
727-892-5328
cheryl.stacks@stpete.org

The following page(s) contain the backup material for Agenda Item: City-initiated amendments to the Comprehensive Plan Future Land Use map and Official Zoning map to apply the SunRunner Target Employment Center (TEC) Local Overlay at the 22nd Street South SunRunner Bus Station (Quasi-Judicial)
Please scroll down to view the backup material.



J-5

ST. PETERSBURG CITY COUNCIL

Meeting of September 5, 2024

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

SUBJECT: **City File FLUM-67:** City-initiated amendments to the Comprehensive Plan Future Land Use map and Official Zoning maps to apply the SunRunner Target Employment Center (TEC) – Local Overlay at the 22nd Street South bus station.

(a) ORDINANCE 759-L, amending the Future Land Use Map of the Comprehensive Plan for the City of St. Petersburg, Florida by changing the Future Land Use Map designation for a 58-acre site generally located at the 22nd Street South SunRunner bus station, south of 1st Avenue South, east of 24th Street South and north and west of Interstate 275, to establish the SunRunner Target Employment Center – Local Overlay; providing for repeal of conflicting ordinances and provisions thereof; and providing an effective date.

(b) Ordinance 791-Z, amending the Official Zoning Map of the City of St. Petersburg, Florida, by changing the zoning of a 58-acre site generally located at the 22nd Street South SunRunner bus station, south of 1st Avenue South, east of 24th Street South and north and west of Interstate 275, to establish the SunRunner Target Employment Center – Local Overlay; providing for repeal of conflicting ordinances and provisions thereof; and providing an effective date.

RECOMMENDATION:

Administration: City staff recommends APPROVAL.

Public Input: Staff has received three phone calls requesting clarification.

Community Planning & Preservation Commission (CPPC): On May 14, 2024, the CPPC held a public hearing regarding this matter and voted 6 to 0 to recommend APPROVAL.

Previous City Council Action: On June 1, 2024, City Council conducted the first reading and first public hearing regarding this matter and voted unanimously to transmit the item to the State Department of Commerce for review and comment and set the second reading and adoption public hearings for September 5, 2024.

Recommended City Council Action:

1) CONDUCT the second reading and second public hearing of the attached proposed ordinances; AND
2) APPROVE the proposed ordinances.

Attachments: Ordinances, CPPC Staff Report and Minutes

ORDINANCE NO. 759-L

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN FOR THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE FUTURE LAND USE MAP DESIGNATION FOR A 58-ACRE SITE GENERALLY LOCATED AT THE 22ND STREET SOUTH SUNRUNNER BUS STATION, SOUTH OF 1ST AVENUE SOUTH, EAST OF 24TH STREET SOUTH, AND NORTH AND WEST OF INTERSTATE 275, TO ESTABLISH THE SUNRUNNER TARGET EMPLOYMENT CENTER – LOCAL OVERLAY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 163, Florida Statutes, established the Community Planning Act; and

WHEREAS, the City of St. Petersburg Comprehensive Plan and Future Land Use Map are required by law to be consistent with the Countywide Comprehensive Plan and Future Land Use Map and the Pinellas Planning Council, Forward Pinellas, is authorized to develop rules to implement the Countywide Future Land Use Map; and

WHEREAS, the St. Petersburg City Council has considered and approved the proposed St. Petersburg land use amendment provided herein as being consistent with the Countywide Future Land Use Map; now, therefore

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. Pursuant to the provisions of the Community Planning Act, as amended, and pursuant to all applicable provisions of law, the Future Land Use Map of the City of St. Petersburg Comprehensive Plan is amended by placing the hereinafter described property in the land use category as follows:

Property

The map with parcel identification numbers and addresses are provided in Exhibit "A."

Land Use Category

From: Industrial General (IG) with Target Employment Center (TEC) Overlay
To: Industrial Traditional with SunRunner Target Employment Center (TEC) – Local Overlay

SECTION 2. All ordinances or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 3. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon approval of the required Land Use Plan change by the Pinellas County Board of County Commissioners (acting in their capacity as the Countywide Planning Authority) and upon issuance of a final order determining this amendment to be in compliance by the Department of Economic Opportunity (DEO) or until the Administration Commission issues a final order

determining this amendment to be in compliance, pursuant to Section 163.3187, F.S. 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 as set forth above.

APPROVED AS TO FORM AND SUBSTANCE: FLUM-67
(Land Use)

Derek Kilborn 05-24-24

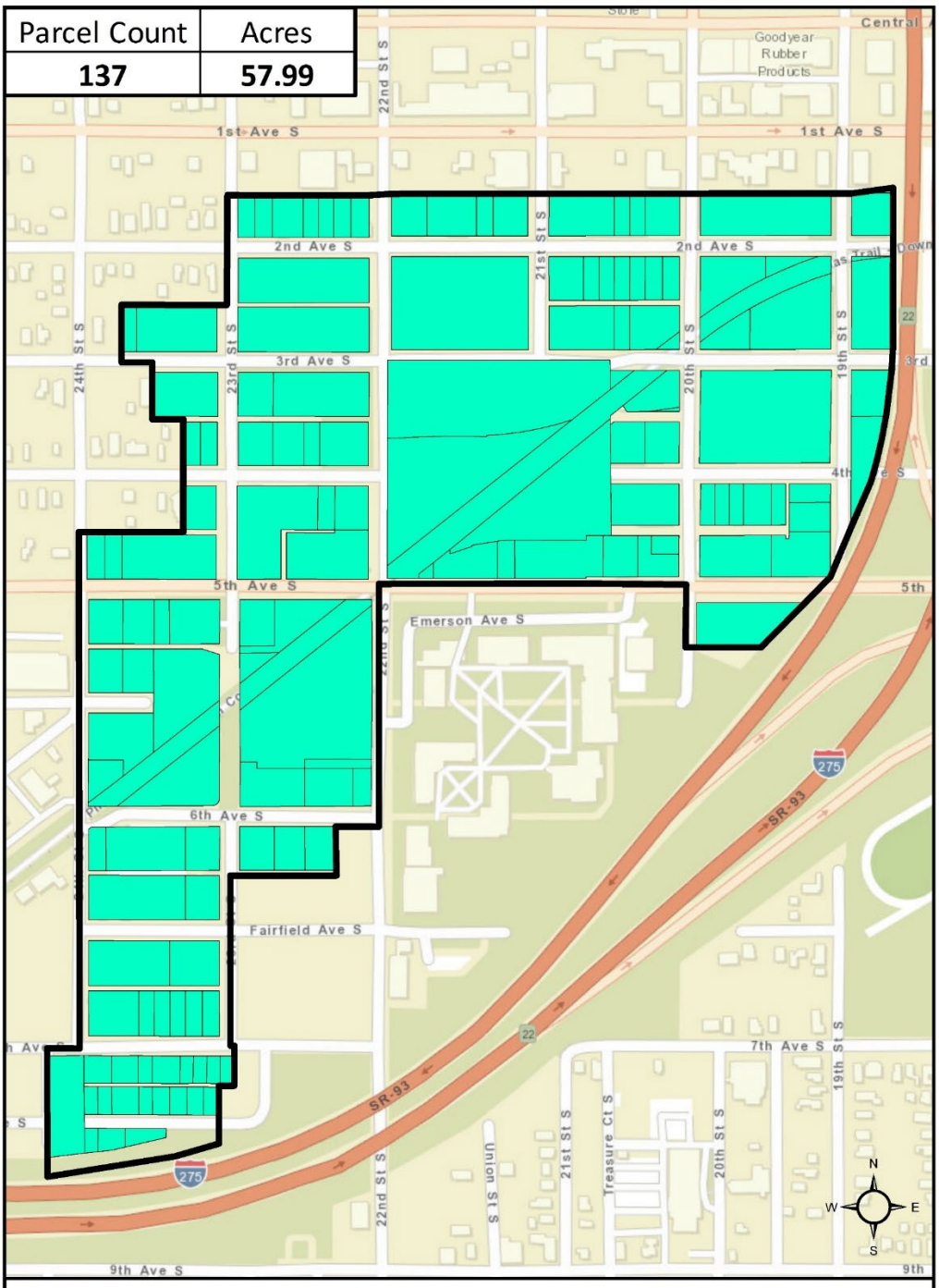
PLANNING & DEVELOPMENT SERVICES DEPARTMENT DATE



5-24-24

ASSISTANT CITY ATTORNEY DATE

ATTACHMENT A



SunRunner Target Employment Center, Local Overlay

PARCEL ID	ACRES	SPLIT	SITE ADDRESS
233116783900290100	0.13	PORTION OF THE PARCEL WITHIN THE BOUNDARY	0 3RD AVE S
263116728820000190	0.08	PORTION OF THE PARCEL WITHIN THE BOUNDARY	2321 8TH AVE S
243116000003200100	2.15	TRAIL NE SPLIT	0 2ND AVE S
233116000004300110	1.20	TRAIL SW SPLIT	0 24TH ST S

PARCEL ID	ACRES	SITE ADDRESS
233116784090010010	1.10	400 23RD ST S
233116386280060080	0.15	600 24TH ST S
233116386280050150	0.15	2311 7TH AVE S
233116783900250100	0.14	2255 2ND AVE S
243116847080110070	0.29	0 2ND AVE S
243116441910080140	0.13	2027 2ND AVE S
243116183780000260	0.15	401 19TH ST S
243116183780000340	0.11	1942 4TH AVE S
243116441910110030	0.13	2016 2ND AVE S
243116297180210070	0.34	128 19TH ST S
243116439920000010	0.73	1960 5TH AVE S
243116183780000140	0.05	0 3RD AVE S
263116728820000160	0.09	2341 8TH AVE S
243116847080110090	0.55	230 21ST ST S
263116728820000100	0.07	0 7TH AVE S
233116386280050160	0.15	0 7TH AVE S
243116847080110060	0.13	2040 2ND AVE S
243116183780000450	0.10	417 20TH ST S
233116386280050130	0.14	0 7TH AVE S
243116847080080090	0.54	2027 2ND AVE S
243116183780000310	0.11	0 4TH AVE S
233116386280030030	0.26	2226 6TH AVE S
233116386280080050	0.27	2336 5TH AVE S
233116783900300010	1.13	2200 2ND AVE S
243116441910080130	0.13	2027 2ND AVE S
263116728820000120	0.07	0 7TH AVE S
233116386280050010	0.43	645 23RD ST S
233116386280080070	0.29	500 24TH ST S
243116000003200600	0.37	2165 5TH AVE S
243116591480000140	0.29	0 2ND AVE S
243116591480000110	0.41	2133 2ND AVE S
233116783900250150	0.14	0 2ND AVE S
233116838440000010	2.70	515 22ND ST S
233116783900290120	0.70	2301 3RD AVE S
243116183780000131	0.01	0 20TH ST S
233116783900320150	0.14	2311 4TH AVE S
243116183780000320	0.23	1926 4TH AVE S
233116783900250090	0.14	2259 2ND AVE S
233116783900320010	0.56	323 23RD ST S
243116441910110010	0.15	0 20TH ST S

233116783900350110	0.81	2335 5TH AVE S
243116183780000470	0.58	1921 5TH AVE S
243116000003200500	0.03	0 3RD AVE S
243116885530010010	0.66	2135 5TH AVE S
243116441910120050	0.51	1942 2ND AVE S
233116386280060030	1.50	600 24TH ST S
243116441910110140	0.38	0 3RD AVE S
243116441910120100	0.24	1975 3RD AVE S
263116728820000680	0.07	0 8TH AVE S
263116218240010020	0.74	0 7TH AVE S
233116386280080010	0.43	0 5TH AVE S
243116846900000010	0.50	1911 5TH AVE S
243116183780000180	0.28	2001 4TH AVE S
233116386280030050	0.26	2242 6TH AVE S
243116591480000130	0.14	2121 2ND AVE S
233116386280050140	0.14	2321 7TH AVE S
263116728820000720	0.07	2357 8TH AVE S
233116386280080090	0.29	0 24TH ST S
263116728820000130	0.15	2342 7TH AVE S
243116441910110130	0.13	2025 3RD AVE S
243116300070010010	2.47	222 22ND ST S
263116728820000090	0.08	2308 7TH AVE S
263116728820000420	0.11	0 8TH AVE S
233116783900250160	0.15	131 22ND ST S
243116000003200410	2.12	420 22ND ST S
243116297180260050	0.34	1830 3RD AVE S
243116441910120030	0.10	1930 2ND AVE S
233116386280010020	0.44	2232 5TH AVE S
233116783900320160	0.14	365 23RD ST S
243116183780000350	0.11	0 4TH AVE S
233116783900310130	0.13	2225 4TH AVE S
233116386280010090	0.12	516 23RD ST S
233116784090010011	0.15	2220 4TH AVE S
263116728820000760	0.15	2378 7TH AVE S
243116441910080150	0.28	199 20TH ST S
233116280260000010	0.98	2338 EMERSON AVE S
233116783900360010	0.29	405 22ND ST S
233116783900250140	0.13	2221 2ND AVE S
233116783900350090	0.15	0 5TH AVE S
233116000070010010	0.76	2221 5TH AVE S
233116386280020130	0.35	2209 6TH AVE S
233116386280010070	0.31	2260 5TH AVE S
243116916730000010	1.79	0 4TH AVE S
243116183780000120	0.29	301 20TH ST S
243116441910120010	0.94	1955 3RD AVE S
233116386280060150	0.29	625 23RD ST S
233116386280080040	0.13	0 5TH AVE S

243116847080110050	0.13	2032 2ND AVE S
233116783900300090	1.14	2233 3RD AVE S
233116386280030070	0.29	2262 6TH AVE S
233116783900310110	0.26	2245 4TH AVE S
263116728820000470	0.06	2376 8TH AVE S
263116728820000110	0.07	0 7TH AVE S
243116183780000370	0.54	415 20TH ST S
233116386280020090	0.50	2263 6TH AVE S
243116000003201000	0.13	0 5TH AVE S
243116000003200200	2.95	2100 3RD AVE S
233116386280050040	1.15	2361 7TH AVE S
233116783900350010	0.28	2300 4TH AVE S
243116183780000360	0.12	0 4TH AVE S
233116783900310010	0.81	0 3RD AVE S
263116728820000690	0.07	0 8TH AVE S
233116783900250130	0.13	0 2ND AVE S
233116783900350100	0.15	2355 5TH AVE S
233116386280070050	0.62	2342 EMERSON AVE S
263116728820000740	0.14	0 7TH AVE S
233116386280020131	0.11	0 22ND ST S
233116386280020160	0.14	593 22ND ST S
243116183780000270	0.23	411 19TH ST S
233116386280060010	0.29	615 23RD ST S
233116783900250110	0.26	2241 2ND AVE S
243116297180220050	0.72	230 19TH ST S
233116386280080110	0.26	2343 EMERSON AVE S
243116183780000150	0.27	2025 4TH AVE S
263116728820000150	0.09	0 8TH AVE S
263116728820000730	0.07	0 7TH AVE S
243116441910070090	1.08	125 19TH ST S
263116728820000450	0.11	0 8TH AVE S
243116441910110040	0.13	2016 2ND AVE S
243116591480000080	0.29	150 22ND ST S
243116263890010010	2.35	1927 4TH AVE S
233116783900310140	0.41	0 4TH AVE S
263116728820000700	0.15	2365 8TH AVE S
233116783900310070	0.30	0 3RD AVE S
233116386280070090	0.20	550 24TH ST S
233116386280050120	0.14	2335 7TH AVE S
233116783900310090	0.29	0 4TH AVE S
233116261720000010	0.79	0 6TH AVE S
243116441910110020	0.15	2006 2ND AVE S
263116728820000180	0.09	2331 8TH AVE S
243116924180040010	0.44	0 19TH ST S
243116183780000440	0.23	0 5TH AVE S
243116885530010020	0.28	2031 5TH AVE S

ORDINANCE NO. 791-Z

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ST. PETERSBURG, FLORIDA, BY CHANGING THE ZONING OF FOR A 58-ACRE SITE GENERALLY LOCATED AT THE 22ND STREET SOUTH SUNRUNNER BUS STATION, SOUTH OF 1ST AVENUE SOUTH, EAST OF 24TH STREET SOUTH, AND NORTH AND WEST OF INTERSTATE 275, TO ESTABLISH THE SUNRUNNER TARGET EMPLOYMENT CENTER – LOCAL OVERLAY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The Official Zoning Map of the City of St. Petersburg is amended by placing the hereinafter described property in a Zoning District as follows:

Property

The map with parcel identification numbers and addresses are provided in Exhibit "A."

Zoning District

From: Industrial Traditional with Target Employment Center (TEC) Overlay

To: Industrial Traditional with SunRunner Target Employment Center (TEC) – Local Overlay

SECTION 2. All ordinances or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 3. This ordinance shall become effective upon the date the ordinance adopting the required amendment to the City of St. Petersburg Comprehensive Plan's Future Land Use Map becomes effective (Ordinance 759-L).

APPROVED AS TO FORM AND SUBSTANCE: FLUM-67 (Zoning)

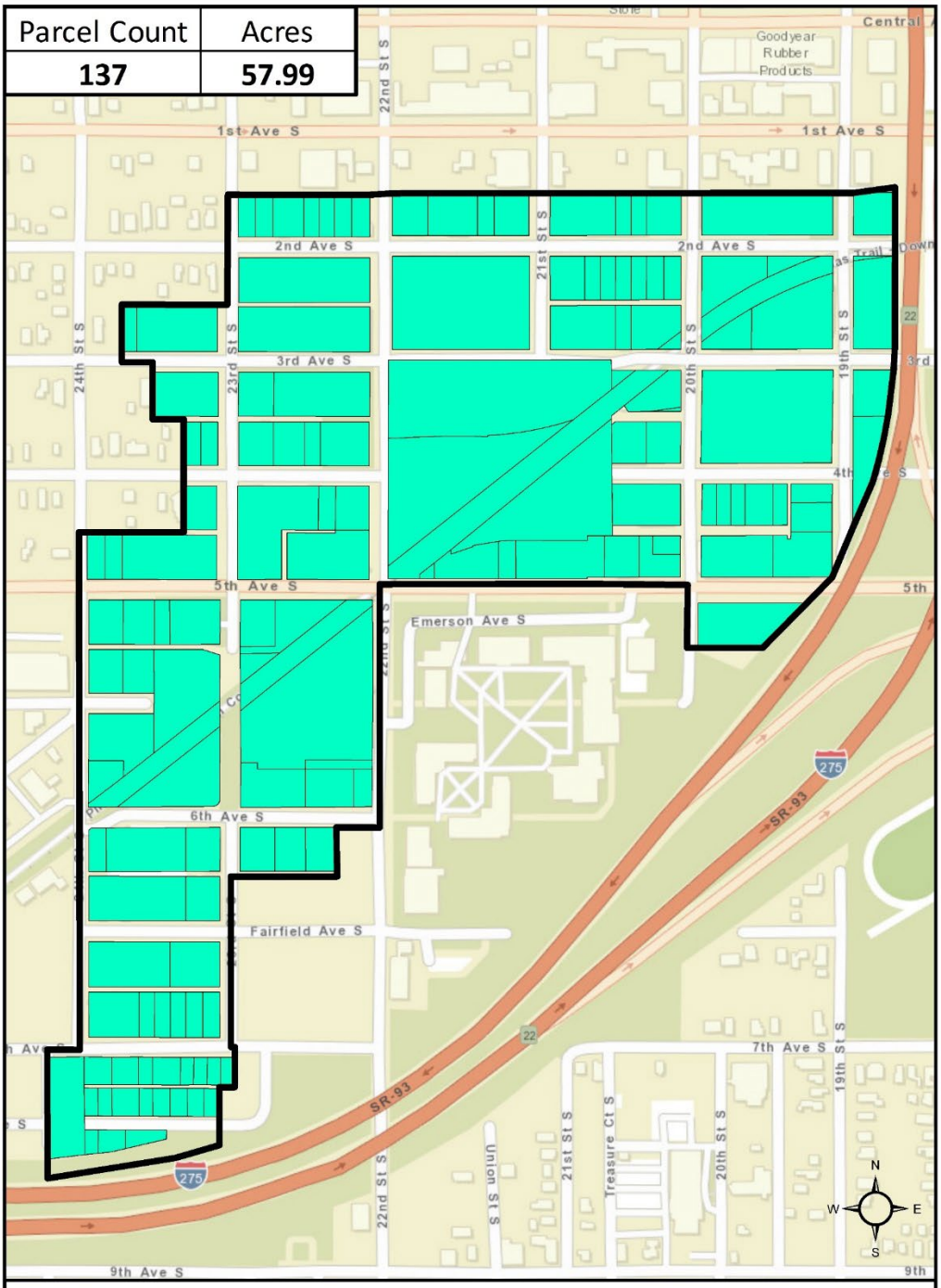
Derek Kilborn 05-24-24

PLANNING & DEVELOPMENT SERVICES DEPARTMENT DATE

5-24-24

ASSISTANT CITY ATTORNEY DATE

ATTACHMENT A



SunRunner Target Employment Center, Local Overlay

PARCEL ID	ACRES	SPLIT	SITE ADDRESS
233116783900290100	0.13	PORTION OF THE PARCEL WITHIN THE BOUNDARY	0 3RD AVE S
263116728820000190	0.08	PORTION OF THE PARCEL WITHIN THE BOUNDARY	2321 8TH AVE S
243116000003200100	2.15	TRAIL NE SPLIT	0 2ND AVE S
233116000004300110	1.20	TRAIL SW SPLIT	0 24TH ST S

PARCEL ID	ACRES	SITE ADDRESS
233116784090010010	1.10	400 23RD ST S
233116386280060080	0.15	600 24TH ST S
233116386280050150	0.15	2311 7TH AVE S
233116783900250100	0.14	2255 2ND AVE S
243116847080110070	0.29	0 2ND AVE S
243116441910080140	0.13	2027 2ND AVE S
243116183780000260	0.15	401 19TH ST S
243116183780000340	0.11	1942 4TH AVE S
243116441910110030	0.13	2016 2ND AVE S
243116297180210070	0.34	128 19TH ST S
243116439920000010	0.73	1960 5TH AVE S
243116183780000140	0.05	0 3RD AVE S
263116728820000160	0.09	2341 8TH AVE S
243116847080110090	0.55	230 21ST ST S
263116728820000100	0.07	0 7TH AVE S
233116386280050160	0.15	0 7TH AVE S
243116847080110060	0.13	2040 2ND AVE S
243116183780000450	0.10	417 20TH ST S
233116386280050130	0.14	0 7TH AVE S
243116847080080090	0.54	2027 2ND AVE S
243116183780000310	0.11	0 4TH AVE S
233116386280030030	0.26	2226 6TH AVE S
233116386280080050	0.27	2336 5TH AVE S
233116783900300010	1.13	2200 2ND AVE S
243116441910080130	0.13	2027 2ND AVE S
263116728820000120	0.07	0 7TH AVE S
233116386280050010	0.43	645 23RD ST S
233116386280080070	0.29	500 24TH ST S
243116000003200600	0.37	2165 5TH AVE S
243116591480000140	0.29	0 2ND AVE S
243116591480000110	0.41	2133 2ND AVE S
233116783900250150	0.14	0 2ND AVE S
233116838440000010	2.70	515 22ND ST S
233116783900290120	0.70	2301 3RD AVE S
243116183780000131	0.01	0 20TH ST S
233116783900320150	0.14	2311 4TH AVE S

243116183780000320	0.23	1926 4TH AVE S
233116783900250090	0.14	2259 2ND AVE S
233116783900320010	0.56	323 23RD ST S
243116441910110010	0.15	0 20TH ST S
233116783900350110	0.81	2335 5TH AVE S
243116183780000470	0.58	1921 5TH AVE S
243116000003200500	0.03	0 3RD AVE S
243116885530010010	0.66	2135 5TH AVE S
243116441910120050	0.51	1942 2ND AVE S
233116386280060030	1.50	600 24TH ST S
243116441910110140	0.38	0 3RD AVE S
243116441910120100	0.24	1975 3RD AVE S
263116728820000680	0.07	0 8TH AVE S
263116218240010020	0.74	0 7TH AVE S
233116386280080010	0.43	0 5TH AVE S
243116846900000010	0.50	1911 5TH AVE S
243116183780000180	0.28	2001 4TH AVE S
233116386280030050	0.26	2242 6TH AVE S
243116591480000130	0.14	2121 2ND AVE S
233116386280050140	0.14	2321 7TH AVE S
263116728820000720	0.07	2357 8TH AVE S
233116386280080090	0.29	0 24TH ST S
263116728820000130	0.15	2342 7TH AVE S
243116441910110130	0.13	2025 3RD AVE S
243116300070010010	2.47	222 22ND ST S
263116728820000090	0.08	2308 7TH AVE S
263116728820000420	0.11	0 8TH AVE S
233116783900250160	0.15	131 22ND ST S
243116000003200410	2.12	420 22ND ST S
243116297180260050	0.34	1830 3RD AVE S
243116441910120030	0.10	1930 2ND AVE S
233116386280010020	0.44	2232 5TH AVE S
233116783900320160	0.14	365 23RD ST S
243116183780000350	0.11	0 4TH AVE S
233116783900310130	0.13	2225 4TH AVE S
233116386280010090	0.12	516 23RD ST S
233116784090010011	0.15	2220 4TH AVE S
263116728820000760	0.15	2378 7TH AVE S
243116441910080150	0.28	199 20TH ST S
233116280260000010	0.98	2338 EMERSON AVE S
233116783900360010	0.29	405 22ND ST S
233116783900250140	0.13	2221 2ND AVE S
233116783900350090	0.15	0 5TH AVE S

233116000070010010	0.76	2221 5TH AVE S
233116386280020130	0.35	2209 6TH AVE S
233116386280010070	0.31	2260 5TH AVE S
243116916730000010	1.79	0 4TH AVE S
243116183780000120	0.29	301 20TH ST S
243116441910120010	0.94	1955 3RD AVE S
233116386280060150	0.29	625 23RD ST S
233116386280080040	0.13	0 5TH AVE S
243116847080110050	0.13	2032 2ND AVE S
233116783900300090	1.14	2233 3RD AVE S
233116386280030070	0.29	2262 6TH AVE S
233116783900310110	0.26	2245 4TH AVE S
263116728820000470	0.06	2376 8TH AVE S
263116728820000110	0.07	0 7TH AVE S
243116183780000370	0.54	415 20TH ST S
233116386280020090	0.50	2263 6TH AVE S
243116000003201000	0.13	0 5TH AVE S
243116000003200200	2.95	2100 3RD AVE S
233116386280050040	1.15	2361 7TH AVE S
233116783900350010	0.28	2300 4TH AVE S
243116183780000360	0.12	0 4TH AVE S
233116783900310010	0.81	0 3RD AVE S
263116728820000690	0.07	0 8TH AVE S
233116783900250130	0.13	0 2ND AVE S
233116783900350100	0.15	2355 5TH AVE S
233116386280070050	0.62	2342 EMERSON AVE S
263116728820000740	0.14	0 7TH AVE S
233116386280020131	0.11	0 22ND ST S
233116386280020160	0.14	593 22ND ST S
243116183780000270	0.23	411 19TH ST S
233116386280060010	0.29	615 23RD ST S
233116783900250110	0.26	2241 2ND AVE S
243116297180220050	0.72	230 19TH ST S
233116386280080110	0.26	2343 EMERSON AVE S
243116183780000150	0.27	2025 4TH AVE S
263116728820000150	0.09	0 8TH AVE S
263116728820000730	0.07	0 7TH AVE S
243116441910070090	1.08	125 19TH ST S
263116728820000450	0.11	0 8TH AVE S
243116441910110040	0.13	2016 2ND AVE S
243116591480000080	0.29	150 22ND ST S
243116263890010010	2.35	1927 4TH AVE S
233116783900310140	0.41	0 4TH AVE S

263116728820000700	0.15	2365 8TH AVE S
233116783900310070	0.30	0 3RD AVE S
233116386280070090	0.20	550 24TH ST S
233116386280050120	0.14	2335 7TH AVE S
233116783900310090	0.29	0 4TH AVE S
233116261720000010	0.79	0 6TH AVE S
243116441910110020	0.15	2006 2ND AVE S
263116728820000180	0.09	2331 8TH AVE S
243116924180040010	0.44	0 19TH ST S
243116183780000440	0.23	0 5TH AVE S
243116885530010020	0.28	2031 5TH AVE S

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

For Public Hearing and Executive Action on Tuesday, May 14, 2024
at 2:00 p.m. in City Council Chambers, City Hall
175 5th St North, St. Petersburg, FL 33701

According to Planning and Development Services Department records, Community Planning & Preservation Commission member Robert Jeffery has a direct or indirect ownership interest in real property located within 1,000 linear feet of real property contained within the application (measured by a straight line between the nearest points on the property lines). All other possible conflicts should be declared upon announcement of the item.

City File: FLUM-67

SunRunner TEC-Local Overlay at the 22nd Street South Station

This is a city-initiated application requesting the Community Planning and Preservation Commission ("CPPC"), in its capacity as the Local Planning Agency ("LPA"), make a finding of consistency with the Comprehensive Plan and recommend to City Council **APPROVAL** of the following Future Land Use Map amendment and concurrent amendment to the Official Zoning Map to apply the SunRunner Target Employment Center (TEC) – local Overlay at the 22nd Street South Station.

APPLICANT INFORMATION

APPLICANT/AGENT: **City of St. Petersburg**
175 5th Street North
St. Petersburg, Florida 33701

CITY STAFF: **Britton Wilson**
Urban Planning and Historic Preservation Division
Planning and Development Services Department
One 4th Street North
St. Petersburg, Florida 33731
Britton.Wilson@stpete.org
(727) 551-3542

Derek Kilborn, Manager
Urban Planning and Historic Preservation Division
Planning and Development Services Department
Derek.Kilborn@stpete.org
(727) 893-7872

BACKGROUND

On November 7, 2023, the Community Planning and Preservation Commission held a public hearing regarding city-initiated text amendments to the Comprehensive Plan that focused on the land use designations related to the commercial corridors and the SunRunner corridor/station areas. A new subcategory under the Target Employment Center (TEC) Overlay was proposed to include a new SunRunner TEC-local Overlay designation in conformance with the recent update to the Target Employment and Industrial Land Study (TEILS) and subsequent Countywide Plan text amendments that support a TEC-local category when supported by a locally adopted Special Area Plan. Portions of the SunRunner Rising Development Study are included in this agenda package for acceptance by Council as the Special Area Plan supporting the proposed SunRunner TEC-local at the 22nd Street South Station. The purpose of the proposed amendments is to implement this new SunRunner TEC-local Overlay that was created in partnership with related stakeholders along with public input from two well attended charettes. The following sections provide further details on the required pre-requisite steps to implement the subject Overlay.

SunRunner Rising Study

The SunRunner Rising Development Study establishes an integrated land use and transportation implementation strategy for transit-supportive development and infrastructure along the 10-mile corridor of the SunRunner Bus Rapid Transit (BRT) project. The study was a federally funded project through the Federal Transit Authority ("FTA")'s Transit-Oriented Development Pilot Program and was facilitated by the Pinellas Suncoast Transit Authority ("PSTA") in partnership with the City of St. Petersburg, the City of South Pasadena, and Pinellas County's Metropolitan Planning Organization, Forward Pinellas.

The study's first input sessions began in the Spring of 2020 and published in April 2022. The study provides recommendations for 10 station areas to support the SunRunner BRT investment, promote ridership, and assist St. Petersburg in providing land use strategies and equitable economic principles and recommendations that are a product of the community's vision for the station areas. Plan strategies reflect the unique character, land use conditions and community-informed vision in each of the local jurisdictions and are tailored to capture their respective development opportunities. When combined with the TEILS Update, these two studies are the most important influences on the current set of recommendations.

For More Information: SunRunner Rising Development Study

Target Employment and Industrial Land Study

Employment and industrial classified lands are important components to attracting and retaining target employers within St. Petersburg and throughout Pinellas County. For these reasons, employment and industrial related map categories were historically protected with specialized criteria in the St. Petersburg Comprehensive Plan and Countywide Plan. The relevance of these specialized criteria was reinforced in a 2008 countywide study titled "Target Employment and Industrial Land Study for the Pinellas Community". The report was prepared by the then-named Pinellas Planning Council, Countywide Planning Authority, and the Pinellas County Economic Development Department.

In recent years, noticeable changes were beginning to emerge in target employment needs. Additionally, actions by the Florida Legislature, including House Bill 1339 in 2020, Senate Bill 962 in 2021, SB 102 in 2023 and SB 328 om 2024 make it easier for employment and industrial lands to convert to residential uses if a certain minimum threshold is met for affordable housing. This pre-emption conflicted with Comprehensive Plan and Countywide Plan policies prohibiting residential and restricting other commercial uses in the Employment and Industrial categories.

These factors compelled Forward Pinellas to reassess the locational needs of target employment industries throughout Pinellas County and the existing policy framework in the Countywide Plan which seeks to preserve land for high-wage jobs. Starting in January 2022, Forward Pinellas initiated the Target Employment and Industrial Land Study Update ("TEILS Update") with the goal of identifying ways to maintain a healthy economy while balancing competing residential interests for limited employment land. The TEILS Update would help inform changes to the Countywide Plan, and by extension, local changes to the St. Petersburg Comprehensive Plan.

During the evaluation period, Forward Pinellas hosted a listening session at the St. Petersburg College Midtown Campus with the Warehouse Arts District and Deuces Live on April 27, 2022. Discussion focused on the lack of traditional manufacturing, existing non-conventional uses, potential for conventional residential and commercial uses that could supplement the existing employment and industrial uses, and the potential for improved walkability and pedestrian infrastructure. The TEILS Update was published on January 11, 2023.

As a result of the TEILS Update, the Countywide Plan was amended away from a one-size-fits-all approach and toward a more diverse mix of land uses on employment and industrial lands. The amended countywide approach now recognizes four (4) new Target Employment Center ("TEC") subcategories, including the Target Employment Center-Local ("TEC-Local") subcategory referenced hereafter.

TEC-Local is suited for areas of the county that house smaller-scale manufacturers and artisan users with industrial and warehouse space needs, such as the Warehouse Arts District. Through the Countywide Plan, local governments are now permitted to mix land uses, in conjunction with local sub-area planning efforts.

The new TEC-Local option synchronized perfectly with parallel conversations regarding the Central Avenue Activity Center, recommended updates through the SunRunner Rising Study, and station area planning at the 22nd Street South station.

For More Information: 2008 Target Employment Industrial Land Study
2023 Target Employment Industrial Land Study

Comprehensive Plan Text Amendment (CPPC Application No. LGCP 2023-01)

As previously noted, the Community Planning and Preservation Commission ("CPPC") held a public hearing on November 7, 2023 for the text amendments related to the commercial corridors and the SunRunner corridor/station areas. A subcategory under the Target Employment Center ("TEC") Overlay was proposed to include the new SunRunner TEC-Local Overlay designation in conformance with the recent update to the countywide TEILS study and subsequent Countywide Plan text amendments that support a TEC-Local category when supported by a locally adopted Special Area Plan.

The City's intent to apply the SunRunner TEC-Local Overlay within a larger TEC Overlay is consistent with the following proposed Comprehensive Plan policy language (new language shown in underline) scheduled for adoption and to be presented concurrently at a public hearing before City Council. Proposed policy LU3.1 states:

9. Target Employment Center (TEC) Overlay - Overlaying the future land use designations of those areas, not less than 10 acres in size, that are now developed or appropriate to be developed in a concentrated and cohesive pattern to facilitate employment uses of countywide significance. Permitted uses and density/intensity standards shall be as per the underlying future land use categories, with a 100 percent intensity bonus for manufacturing, office and research/development uses.

    a. SunRunner TEC-local at the 22nd Street Station – Located over Industrial Traditional (IT) zoned land located south of 1st Avenue South, east of 24th Street, and north and west of Interstate 275, where alternative permitted uses and density/intensity standards may be established in accordance

with the SunRunner Rising Development Study/Special Area Plan through adoption of Land Development Regulations specifying standards related to density, intensity, height, urban form, and public realm. The LDRs will provide provisions to incentivize and retain small-scale manufacturers and artisan uses and address continued need for industrial and warehouse space. Target Employment uses are required to be developed concurrently with or before all other non-Target Employment Uses. The established boundary is reflected as a zoning overlay.

Adoption of Special Area Plan (Part of CPPC Application No. LGCP 2023-01)

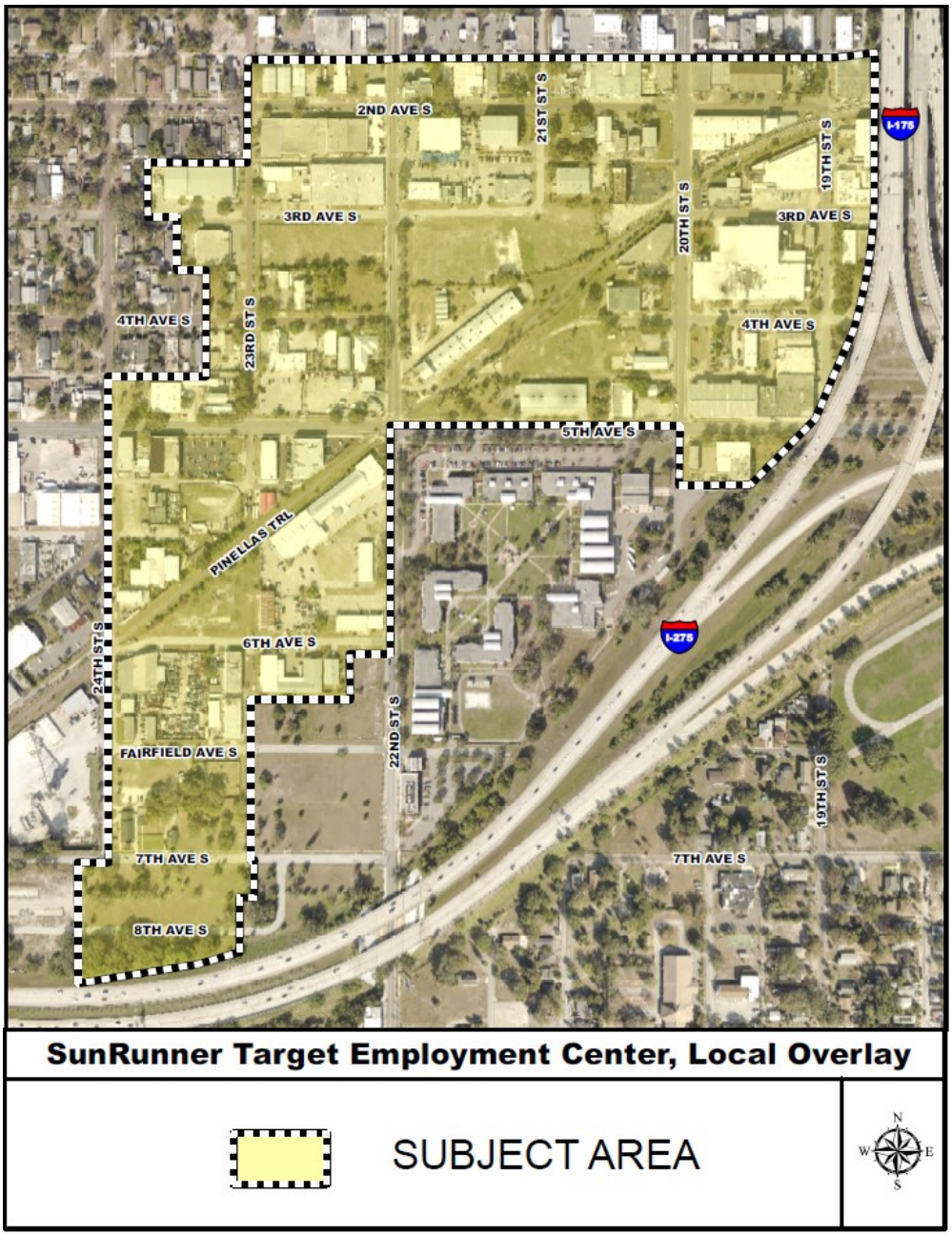
The Comprehensive Plan text amendment quoted above includes requirements for a SunRunner Rising Special Area Plan ("SAP") and adoption of land development regulations specifying standards related to density, intensity, height, urban form, and public realm. The CPPC is authorized to approve the SAP along with any associated map amendment, which is further described in the background section of this report.

The SunRunner Rising Development Study ("Study"), which was accepted by City Council on April 4, 2022, is adopted by reference as the SunRunner Rising Special Area Plan ("SAP") associated with the transit-oriented development ("TOD") near and around SunRunner station areas and along the Central Avenue corridor necessary to support the continued success of the SunRunner Bus Rapid Transit ("BRT") system. The Study was a joint effort between the City of St. Petersburg, Pinellas Suncoast Transit Authority ("PSTA"), and Forward Pinellas intended to assist the cities of St. Petersburg, South Pasadena, and St. Pete Beach by providing community-supported land use strategies, equitable economic development plans and programs, and a county-wide framework for TOD in Pinellas County.

Portions of the Study are being repurposed as part of CPPC Application No. LGCP 2023-01 to create a Special Area Plan required by the Countywide Rules to apply a TEC-Local subcategory to a portion of the existing TEC Overlay in the 22nd Street South SunRunner station area. The Special Area Plan adopted with this CPPC application will satisfy the SAP requirements for applying the TEC-Local subcategory, pursuant to Section 6.5.4.4.1 of the Countywide Rules.

REQUEST

The City of St. Petersburg is requesting an amendment to the Future Land Use Map and the Official Zoning Map to apply the SunRunner Target Employment Center (TEC) – local Overlay at the 22nd Street South Station area for the purpose of encouraging transit-oriented development near the SunRunner 22nd Steet South station. The SunRunner TEC-local Overlay applies to a 58-acre area, located within an existing larger TEC overlay area, at the 22nd Street South Station, which is defined in the draft Comprehensive Plan text amendment as being located south of 1st Avenue South, east of 24th Street South, and north and west of Interstate 275, where alternative permitted uses and density/intensity standards may be established in accordance with the SunRunner Rising Development Study/Special Area Plan through adoption of Land Development Regulations specifying standards related to density, intensity, height, urban form, and public realm. The established boundary is reflected as a land use and zoning overlay. This overlay will create new opportunities for target employment-supporting retail, office, research, and educational activity, as well as opportunities for residential development. The LDRs will provide provisions to incentivize and retain small-scale manufacturers and artisan uses and address continued need for industrial and warehouse space. Target Employment uses are required to be developed concurrently with or before all other non-Target Employment Uses. The LDR text amendment to create the new overlay will be considered before the Development Review Commission on May 1, 2024 (LDR 2024-03) and will be heard concurrently with this application before City Council scheduled for first public hearing on June 6, 2024.



The proposed LDRs associated with the proposed overlay will encourage the provision of workforce housing in accordance with the City's housing goals. The proposed LDRs work towards this goal with the requirement that any new development proposing a multifamily use that wants to use the FAR bonuses to achieve more than 1.5 FAR must get the first 1.0 FAR bonus from the provision of workforce housing units equal to at least 5% of total housing units and affordable to households earning 120 percent AMI or less.

In addition to the area's proximity to the SunRunner 22nd Street South station, approximately 0.6 miles of the Pinellas Trail intersects with the proposed SunRunner TEC-local Overlay district. The proposed LDRs for the SunRunner TEC-local Overlay district will include standards for new developments with frontage along the trail that work towards the vision for trail-oriented development laid out by the WADA-Deuces Live Action Plan. Trail-oriented standards from the proposed LDRs include the requirement that building entrances be accessible from the Trail and that surface parking lots, loading, and storage areas not be located between the building and trail frontage to create a more active trail corridor. New developments with frontage along the Trail are further encouraged to activate the Trail and provide a mix of uses adjacent to the Trail through FAR

bonuses. New developments may receive a FAR bonus for incorporating pedestrian-oriented uses and frontage design elements to activate the Trail, as well as providing improvements in accordance with the WADA-Deuces Live Action Plan, such as pop-up trail corners, shaded rest areas, and bike parking areas.

CONSISTENCY AND COMPATIBILITY

The primary criteria associated with this city-initiated application are consistency and compatibility of the requested designation with the established surrounding land use and zoning patterns, and the provision of adequate public services and facilities.

The City's intent to apply the SunRunner Target Employment Center (TEC) – local Overlay within a larger TEC Overlay is consistent with the following proposed Comprehensive Plan policy language (new language shown in underline) scheduled for adoption this fall and to be presented concurrently at a public hearing before City Council:

Policy LU3.1 The Future Land Use Element contains the following categories:

9. Target Employment Center (TEC) Overlay - Overlaying the future land use designations of those areas, not less than 10 acres in size, that are now developed or appropriate to be developed in a concentrated and cohesive pattern to facilitate employment uses of countywide significance. Permitted uses and density/intensity standards shall be as per the underlying future land use categories, with a 100 percent intensity bonus for manufacturing, office and research/development uses.

b. SunRunner TEC-local at the 22nd Street Station– Located over Industrial Traditional (IT) zoned land located south of 1st Avenue South, east of 24th Street, and north and west of Interstate 275, where alternative permitted uses and density/intensity standards may be established in accordance with the SunRunner Rising Development Study/Special Area Plan through adoption of Land Development Regulations specifying standards related to density, intensity, height, urban form, and public realm. The LDRs will provide provisions to incentivize and retain small-scale manufacturers and artisan uses and address continued need for industrial and warehouse space. Target Employment uses are required to be developed concurrently with or before all other non-Target Employment Uses. The established boundary is reflected as a zoning overlay.

RELEVANT CONSIDERATIONS ON AMENDMENTS TO THE FUTURE LAND USE MAP

The Urban Planning & Historic Preservation Division staff reviewed this application in the context of the following criteria excerpted from the City Code *Section 16.70.040.1.1 Amendments to the Comprehensive Plan and Land Development Regulations*, the review and decision shall be guided by the following factors:

1. **Compliance of the proposed use with the goals, objectives, policies, and guidelines of the Comprehensive Plan.**

   The following staff analysis is provided to address compliance with the following policies and objectives from the Comprehensive Plan:

   LU 2.5 *The Land Use Plan shall make the maximum use of available public facilities and minimize the need for new facilities by directing new development to infill and redevelopment locations where excess capacity is available.*

The subject amendment is supporting redevelopment of a site that is served by public facilities with excess capacity available. There is excess roadway capacity, as well as water and sewer capacity to accommodate the proposed increase in potential density and intensity.

LU3.4 *The Land Use Plan shall provide for compatible land use transition through an orderly land use arrangement, proper buffering, and the use of physical and natural separators.*

The application of the SunRunner TEC-local overlay is to allow and encourage a variety of uses and building typologies that support and attract target employment users in the creative industries and support the SunRunner BRT. The overlay district allows alternative permitted uses, density, intensity, and development standards than what is normally allowed in the existing industrial zoning category to encourage transit-oriented development in the SunRunner 22nd Street South station area. This overlay will create new opportunities for target employment-supporting retail, office, research, and educational activity, as well as opportunities for BRT supportive uses such as retail, restaurant, entertainment, hotel and residential development that are provided concurrently with or after target employment uses thereby creating a compatible and more orderly land use transition from downtown to the east and residential uses to the west of the 58-acre industrial area.

LU3.6 *Land use planning decisions shall weigh heavily on the established character of predominately developed areas where changes of use or intensity of development are contemplated.*

The proposed 58-acre SunRunner TEC-local overlay is in the South St. Pete Community Redevelopment Area (CRA) and includes portions of the Warehouse Arts District. It is bisected by the Pinellas Trail and is adjacent to the Grand Central District and Historic Gas Plant District Redevelopment, as well as the Palmetto Park, Melrose-Mercy, and Jordan Park neighborhoods. The purpose of the SunRunner TEC-local Overlay is to support the established surrounding area by allowing and encouraging a variety of uses and building typologies that support and attract target employment users in the creative industries and support the BRT. This overlay will create new opportunities for target employment-supporting retail, office, research, and educational activity, as well as opportunities for residential development that are provided concurrently with or after target employment uses.

LU3.7 *Land use planning decisions shall include a review to determine whether existing Land Use Plan boundaries are logically drawn in relation to existing conditions and expected future conditions.*

The proposed land use boundary would be logically drawn in relation to existing and expected future conditions as it is contained within the larger existing TEC Overlay boundary.

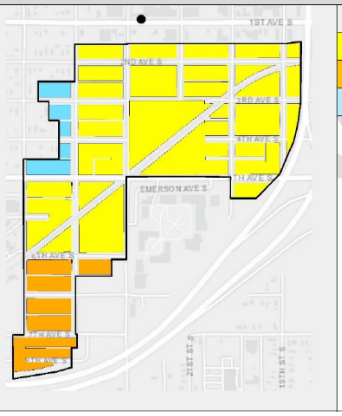
LU3.8 *The City shall protect existing and future residential uses from incompatible uses, noise, traffic, and other intrusions that detract from the long-term desirability of an area through appropriate land development regulations.*

The proposed SunRunner TEC-local Overlay will be a voluntary option enabled through the adoption of Land Development Regulations (LDRs) and corresponding zoning overlay that future developments may choose to opt into to receive additional intensity, building height, and flexibility in permitted uses after meeting target employment requirements and design standards beyond what is permitted/required of the Industrial Traditional (IT) zoning district. The northwest section of the overlay that is near single-family residential housing is not eligible for increases in height and will remain 35-feet

thereby protecting the scale of the development from encroaching into the neighborhood as shown in the below graphic.

TABLE 16.30.050.6.a: Maximum Building Height

Building Height [1]



Area	Maximum Height [1]
	86-feet [2]
	56-feet [2]
	35-feet

[1] Refer to technical standards regarding measurement of building height and height encroachments.
[2] An additional height of 10-feet is allowed for nonresidential spaces that do not exceed 25 percent of the total rooftop area.

LU3.11 *More dense residential uses (more than 7.5 units per acre) may be located along (1) passenger rail lines and designated major streets or (2) in close proximity to activity centers where compatible.*

The purpose of the SunRunner TEC-local Overlay is to encourage transit-oriented development in the SunRunner 22nd Street South station area. This overlay will create new opportunities for target employment-supporting retail, office, research, and educational activity, as well as opportunities for supporting the BRT with retail, restaurants, hotel and residential development that are provided concurrently with or after target employment uses.

LU5.3 *The Concurrency Management System shall continue to be implemented to ensure proposed development to be considered for approval shall be in conformance with existing and planned support facilities and that such facilities and services be available, at the adopted level of service standards, concurrent with the impacts of development.*

LOS impact analysis concludes that the proposed amendments will not have a significant impact on the City's adopted LOS standards for public services and facilities including potable water, sanitary sewer, solid waste, traffic, mass transit, recreation, and stormwater management.

LU19.3 *The land use pattern shall contribute to minimizing travel requirements and anticipate and support increased usage of mass transit systems.*

The purpose of the SunRunner TEC-local Overlay is to encourage transit-oriented development in the SunRunner 22nd Street South station area. This overlay will create new opportunities for target employment-supporting retail, office, research, and educational activity, as well as opportunities for restaurants, retail, entertainment, hotel and residential development that will support increased usage of mass transit.

LU20.2 *The Future Land Use Element of the St. Petersburg Comprehensive Plan shall be consistent with the Countywide Future Land Use Plan, including the categories, rules, policies, and procedures thereof.*

The proposed amendments to the City's Future Land Use Map will require amendments to the Future Land Use map of Countywide Rules.

LU23.1 *The City's development review policies and procedures shall continue to integrate land use and transportation planning so that land development patterns support mobility choices and reduced trip lengths.*

See above response to LU19.3. Additionally, the subject property's close proximity to commercial will ensure that future residents will have safe and convenient access to employment and needed goods and services resulting in reduced automobile trip lengths.

H3.12 *The City will provide density bonuses to developers of affordable housing through the implementation of the Workforce Housing Density/Intensity Bonus Ordinance.*

The proposed LDRs associated with the proposed overlay will also encourage the provision of workforce housing in accordance with the City's housing goals. The proposed LDRs work towards this goal with the requirement that any new development proposing a multifamily use utilizing the FAR bonuses to achieve more than 1.5 FAR must get the first 1.0 FAR bonus from the provision of workforce housing units equal to at least 5% of total housing units and affordable to households earning 120 percent AMI or less or a payment in-lieu.

PR1.1 *The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.*

Application of the proposed overlay will be a voluntary option enabled through the adoption of Land Development Regulations (LDRs) and corresponding zoning overlay that future developments may choose to opt into to receive additional intensity, building height, and flexibility in permitted uses after meeting target employment requirements and design standards beyond what is permitted/required of the Industrial Traditional (IT) zoning district. The property owner will continue to control their interests.

PR1.2 *The right of a property owner to use, maintain, develop, and improve his or her property for personal use or the use of any other person, subject to state law and local ordinances.*

The City of St. Petersburg has initiated the subject land use amendment, however, as stated above, the overlay is voluntary and property owner will be able to continue to use, maintain, develop, and improve his or her property for personal use in accordance with the existing IT Zoning.

PR1.3 *The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.*

The proposed amendments do not alter the property owner's right to privacy or their ability to exclude others from the property to protect the owner's possessions and property.

PR1.4 *The right of a property owner to dispose of his or her property through sale or gift.*

The proposed amendments do not alter the property owners right to dispose of their property through sale or gift.

T15.4 *The City shall review and support appropriate strategies developed by the Pinellas County MPO to expand the Pinellas Trail and provide new community trails that connect St. Petersburg to other communities in Pinellas County. The City shall support*

strategies that increase the accessibility of these facilities to a greater number of people and increase the connectivity of these facilities to parks, shopping centers, major employers and schools.

In addition to the area's proximity to the SunRunner 22nd Street South station, approximately 0.6 miles of the Pinellas Trail intersects with the proposed SunRunner TEC-local Overlay district. The proposed LDRs for the SunRunner TEC-local Overlay district will include standards for new developments with frontage along the trail that work towards the vision for trail-oriented development laid out by the WADA-Deuces Live Action Plan. Trail-oriented standards from the proposed LDRs include the requirement that building entrances be accessible from the Trail and that surface parking lots, loading, and storage areas not be located between the building and trail frontage to create a more active trail corridor. New developments with frontage along the Trail are further encouraged to activate the Trail and provide a mix of uses adjacent to the Trail through FAR bonuses. New developments may receive a FAR bonus for incorporating pedestrian-oriented uses and frontage design elements to activate the Trail, as well as providing improvements in accordance with the WADA-Deuces Live Action Plan (such as pop-up trail corners, shaded rest areas, and bike parking areas).

2. Whether the proposed amendment would adversely affect environmentally sensitive lands or properties which are documented as habitat for listed species as defined by the Conservation Element of the Comprehensive Plan.

The proposed amendment would not adversely affect any environmentally sensitive land or properties which are documented as habitat for listed species as defined by the conservation element of the Comprehensive Plan as the subject site has a Future Land Use designation of Industrial General (IG) and is zoned Industrial Traditional (IT).

3. Whether the proposed changes would alter the population density pattern and thereby adversely affect residential dwelling units.

The proposed amendment will allow for the potential for new market rate and work force housing, which will positively affect the availability of residential dwelling units.

4. Impact of the proposed amendment upon the adopted level of service (LOS) for public services and facilities including: water, sewer, sanitation, recreation and stormwater management. The POD may require the applicant to prepare and present with the application whatever studies are necessary to determine what effects the amendment will have on the LOS.

The following LOS impact analysis concludes that the proposed FLUM amendment will not have a significant impact on the City's adopted LOS standards for public services and facilities including potable water, sanitary sewer, solid waste, traffic, mass transit, recreation, and stormwater management. Upon application for site plan review, or development permits, a concurrency review will be completed to determine whether the proposed development may proceed. All redevelopment must comply with all laws and ordinances in effect at the time development permits are requested. The SAP containing in-depth facilities impact analysis is included as Attachment 2.

Potable Water

Under the existing inter-local agreement with Tampa Bay Water (TBW), the region's local governments are required to project and submit, on or before February 1st of each year the anticipated water demand for the following year. TBW is contractually obligated to meet the City's and other member government's water supply needs. The City's adopted LOS standard is 125 gallons per capita per day (gpcd), while the actual current usage equates to approximately 74 gpcd. The City's

overall potable water demand is approximately 28 million gallons per day (mgd), while the systemwide capacity is 68 mgd. With only 41% of capacity systemwide currently being used, there is excess water capacity to serve the amendment areas.

Sanitary Sewer

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

The City owns and operates almost 900 miles of gravity sanitary sewer, and 82 lift stations to transfer wastewater to three Water Reclamation Facilities (WRFs). The Northeast, Southwest and Northwest WRFs provide the required wastewater treatment to meet regulatory requirements and produce reclaimed water for the City's reclaimed water distribution systems. The City's average annual daily flow (AADF) rate of all three reclamation facilities for calendar year (CY) 2022 is 34.21 mgd. The aggregate sanitary sewer system's permitted treatment capacity is 56.0 mgd, resulting in an estimate unused available capacity of 21.79 mgd. Therefor, 39% of the City's existing wastewater facilities have the capacity necessary to accommodate the additional average annual daily flows from the proposed density and population increase and each facility has the capability to expand their permitted capacity if needed to accommodate future growth.

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

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

Drainage

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

The City's Stormwater Management Master Plan (SWMP) contains detailed information on the 26 basins that comprise the stormwater management area. The City's commitment to upgrading the capacity of stormwater management systems is demonstrated by continued

implementation of the SWMP, the Stormwater Utility Fee and capital improvement budgeting for needed improvements. An update to the plan has been completed with the assistance of cooperative funding from SWFWMD.

The City's updated Stormwater Management Master Plan is consistent with the SWFWMD guidelines, it is enhanced as it takes into consideration sea level rise to identify projects to maintain LOS and enhance water quality. The City's Stormwater Design Standards are being updated to incorporate Low Impact Design (LID) to reduce stormwater runoff and increase water quality. Likewise, the City recently updated its' impervious service mapping throughout the City and will be working towards a credit-based stormwater rate system for commercial and residential properties who implement LID and rain harvesting elements. Examples of such credits may be underground stormwater vaults, pervious pavements, greywater systems, and vegetative swales.

Solid Waste

Solid waste collection is the responsibility of the City, while solid waste disposal is the responsibility of Pinellas County. The City and the County have the same designated LOS of 1.3 tons per person per year. The County currently receives and disposes of municipal solid waste generated throughout Pinellas County. All solid waste disposed of at Pinellas County Solid Waste is recycled, combusted or buried at the Bridgeway Acres sanitary landfill. The City and County's commitment to recycling and waste reduction programs, and the continued participation of residents and businesses in these programs, have assisted in keeping down the actual demand for solid waste disposal, which continues to extend the life span of Bridgeway Acres Sanitary Landfill. The landfill is expected to remain in use for approximately 80 years, based on current design (grading) and disposal rates. Thus, there is excess solid waste capacity to support the proposed density increase.

Mobility

The statutory provisions for transportation concurrency were rescinded in 2011. In the absence of state-mandated transportation concurrency, the City continues to monitor the LOS for motor vehicles on major roadways and the availability of transit service for site impact review and transportation planning purposes. The majority of City roadways are operating at a low level of congestion and within the previously adopted LOS standard of "D" or better. The City continues to work with the Pinellas Suncoast Transit Authority (PSTA) to provide additional transit service in support of City growth as demonstrated with the successful implementation of SunRunner Bus Rapid Transit (BRT) service.

Recreation

The City has adopted a LOS standard of 9 acres of useable recreation and open space per 1,000 population. However, the City enjoys an estimated 26.4 acres per 1,000 permanent and seasonal residents. With a LOS approximately three times the adopted standard, there is excess capacity to support the proposed density increase.

5. Appropriate and adequate land area sufficient for the use and reasonably anticipated operations and expansions;

The 58-acre land area of the SunRunner TEC-local at the 22nd Street South Station is a subset of the larger existing TEC Overlay and is therefore both appropriate and adequate for supporting the provisions of the Special Area Plan.

6. **The amount and availability of vacant land or land suitable for redevelopment for similar uses in the City or on contiguous properties;**

The City has a limited availability of consolidated lots such as the subject property that can help the community address the growing need for housing and target employment uses. Its close proximity to downtown, the Pinellas Trail, and the Central Avenue Activity Center, establishes the subject property as suitable for the proposed SunRunner TEC-local Overlay.

7. **Whether the proposed change is consistent with the established land use pattern of the areas in reasonable proximity;**

As stated above in Policy LU3.4, the application of the SunRunner TEC-Local Overlay is to allow and encourage a variety of uses and building typologies that support and attract target employment users in the creative industries. The overlay district allows alternative permitted uses, density, intensity, and development standards than what is normally allowed in the existing industrial zoning category to encourage transit-oriented development in the SunRunner 22nd Street South station area. This overlay will create new opportunities for target employment-supporting retail, office, research, and educational activity, as well as opportunities for BRT supportive uses such as retail, restaurants, entertainment, hotels and residential development that are provided concurrently with or after target employment uses thereby creating a compatible and more orderly land use transition from downtown to the east and residential uses to the west of the 58-acre industrial area.

8. **Whether the existing district boundaries are logically drawn in relation to existing conditions on the property proposed for change;**

The existing TEC overlay boundary is logically drawn to follow the existing IT zoning district and will continue to be so with the proposed TEC-local Overlay boundary.

9. **If the proposed amendment involves a change from residential to a nonresidential use or mixed use, whether more nonresidential land is needed in the proposed location to provide services or employment to residents of the City;**

The proposed amendment involves the application of TEC-local Overlay boundary over industrial zoned land that currently does not allow for residential, retail, restaurant hotel uses, that will support the BRT.

10. **Whether the subject property is within the 100-year floodplain, hurricane evacuation level zone A or Coastal High Hazard Area as identified in the coastal management element of the Comprehensive Plan;**

The subject property is not within the 100-year flood plain, hurricane evacuation level zone A or the Coastal High Hazard Area.

11. **Other pertinent facts.**

The Community Planning and Preservation Commission and City Council may bring up other pertinent information as necessary.

CONSISTENCY WITH THE COUNTYWIDE PLAN:

Proposed amendments to local future land use plans and land development regulations are required to be consistent with the Countywide Plan Map and the criteria and standards set forth in the Countywide Rules. The proposed SunRunner TEC-local Overlay will also require an amendment to the Countywide Map to replace the existing TEC Overlay with the SunRunner TEC-local Overlay.

PUBLIC NOTICE and COMMENTS

Public Notice

The applicant has met the minimum notification requirements prescribed by City Code Chapter 16.

- April 12, 2024: Public notification letters were sent by direct mail to neighboring property owners within 300-linear feet of the subject property and the following business and neighborhood associations: Grand Central, The Deuces, Warehouse Arts District Association, Wildwood Heights Neighborhood Association, Downtown Neighborhood Association, Palmetto Park Neighborhood Association, Melrose Mercy Neighborhood Association. In addition to the standard information, this notification included web links to review the then-pending staff reports, and a link to the current planning projects webpage for more information.

Public Comments

To date, staff has not received any public comments responding to the direct mail notices, only a few phone calls requesting clarification of the amendment's purpose.

PUBLIC HEARING PROCESS

The proposed ordinance associated with the Future Land Use Map amendment is considered a large-scale amendment and therefore requires one (1) public hearing with the Community Planning & Preservation Commission (CPPC) and two (2) public hearings before City Council. As previously noted, the concurrent LDR amendment will be heard before the Development Review Commission (DRC) and during the City Council hearings.

SUMMARY

The staff analysis is to determine whether the proposed Amendments are consistent with the policies of the Comprehensive Plan. Based on the analysis contained in this report, City staff supports the proposed Future Land Use Map amendment and associated Special Area Plan at the subject location to be consistent with the Comprehensive Plan.

RECOMMENDATION

Staff recommends that the Community Planning and Preservation Commission (CPPC), in its capacity as the Local Planning Agency, make a finding of consistency with the Comprehensive Plan and recommend to City Council **APPROVAL** of the Comprehensive Plan Future Land Use Map amendment described herein.

REPORT PREPARED BY:

Britton Wilson 5/6/24

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

REPORT APPROVED BY:



5/7/24

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

ATTACHMENTS

1. Map Series
2. SunRunner Rising Special Area Plan (SAP)

ATTACHMENT NO. 1

Map Series



AERIAL

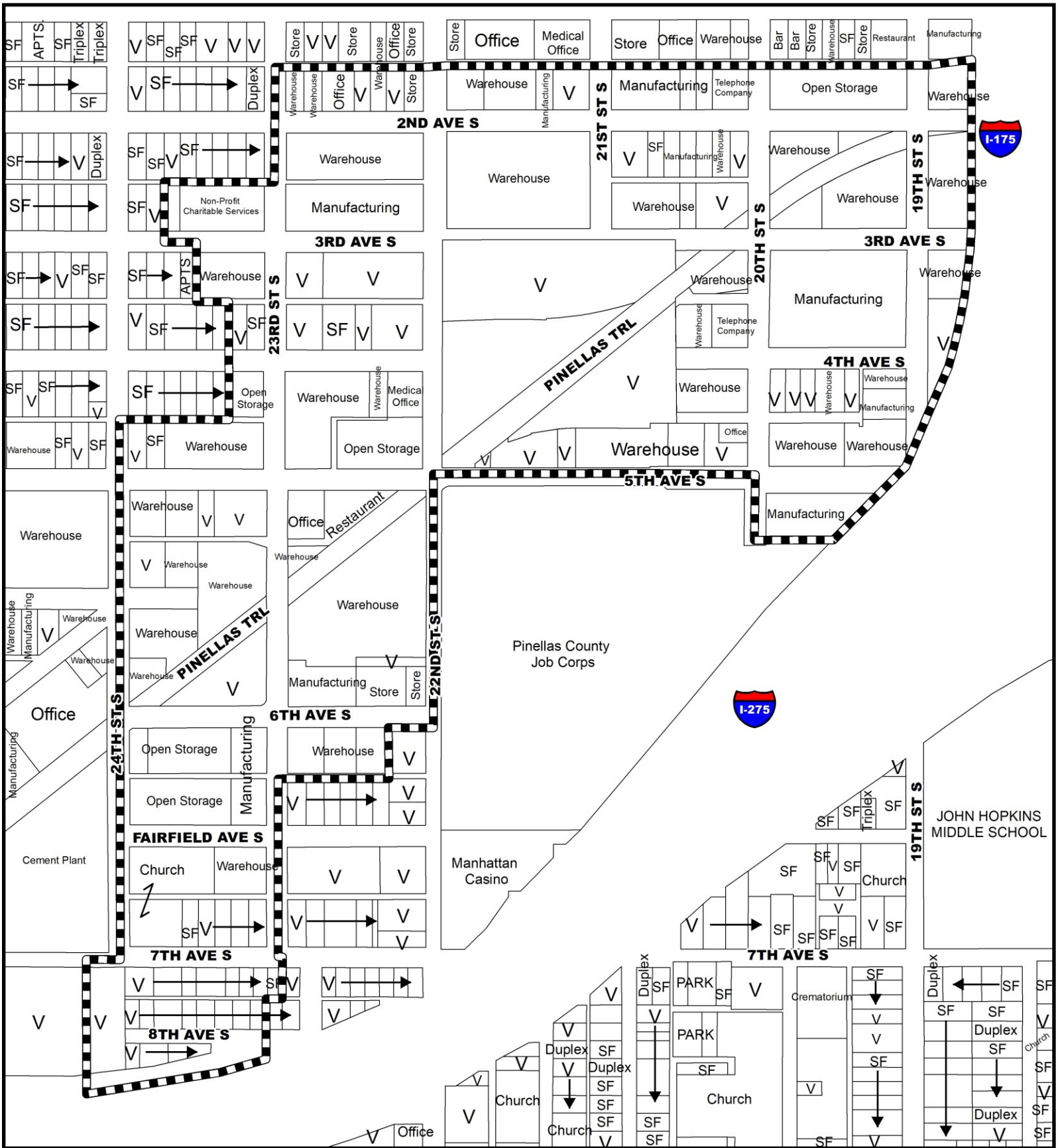
CITY FILE

FLUM-67

SCALE: 1 " = 350 '

SUBJECT AREA

N
W E
S



EXISTING USES

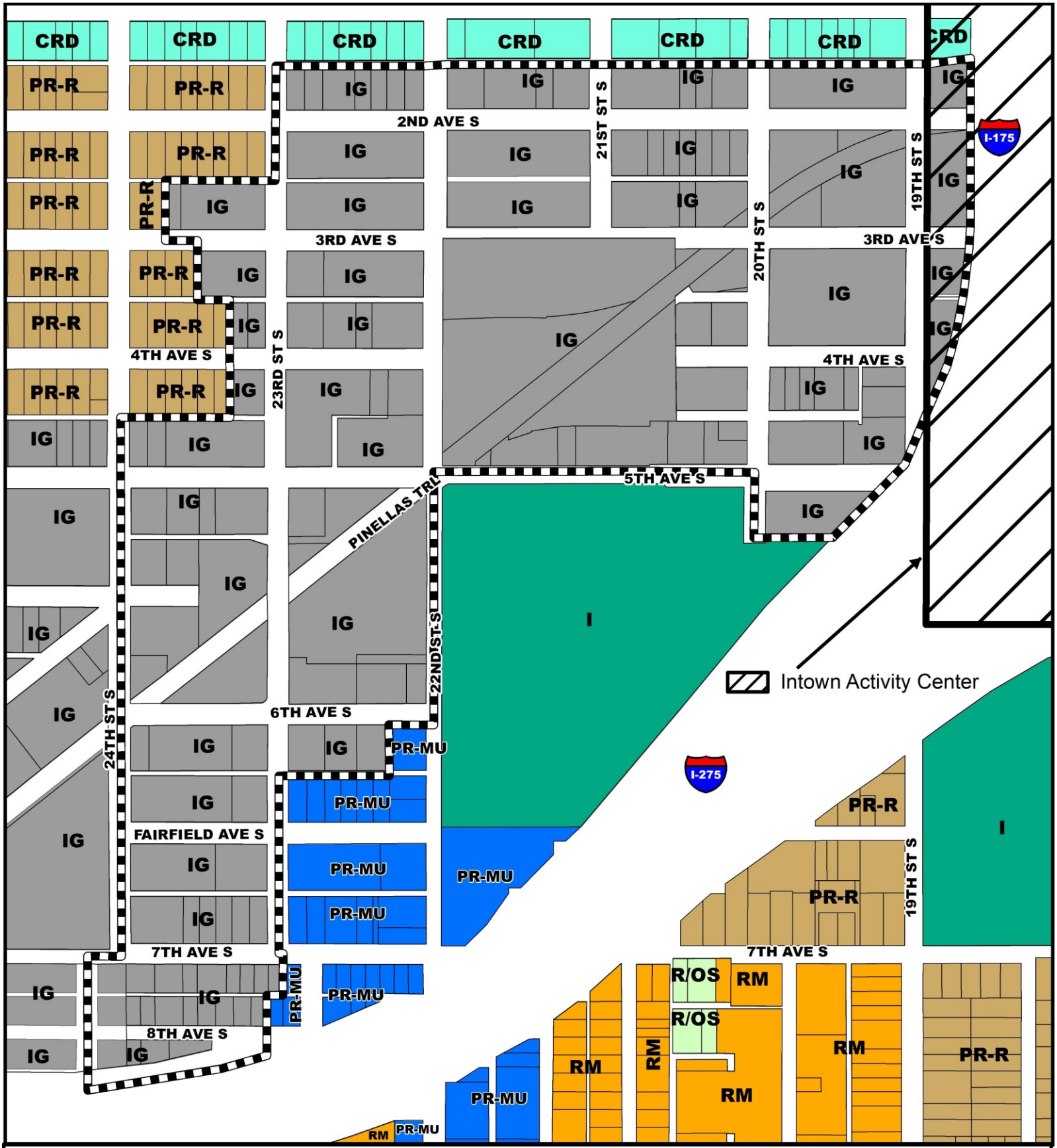
CITY FILE

FLUM-67

SCALE: 1 " = 350 '

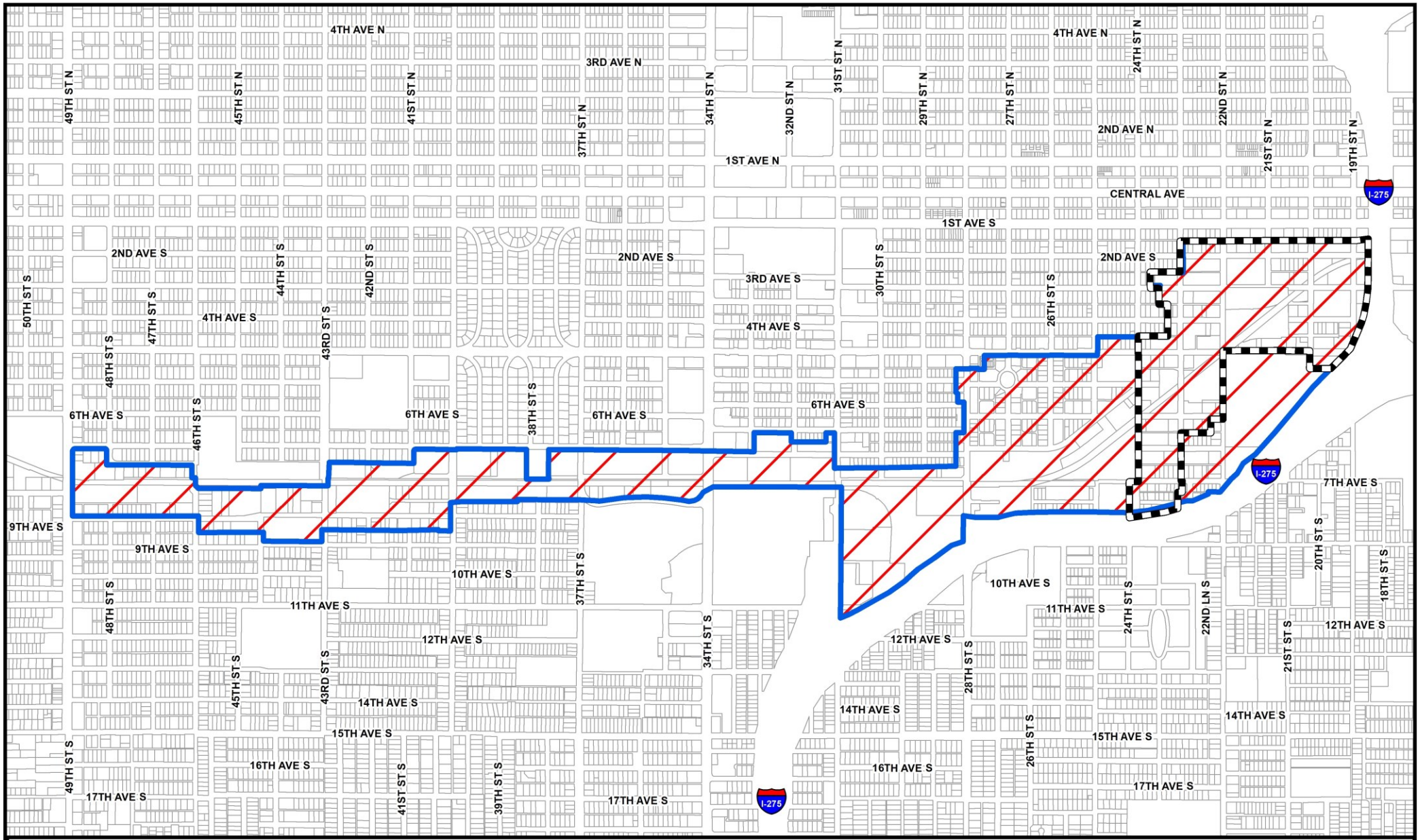
SUBJECT AREA

N
W E
S



FUTURE LAND USE

CITY FILE	From: Target Employment Center (TEC) Overlay	To: Target Employment Center (TEC) – Local Overlay
FLUM-67	SUBJECT AREA	
SCALE: 1 " = 350 '		



Target Employment Center (TEC) Overlay with the Proposed Target Employment Center (TEC) – Local Overlay

CITY FILE

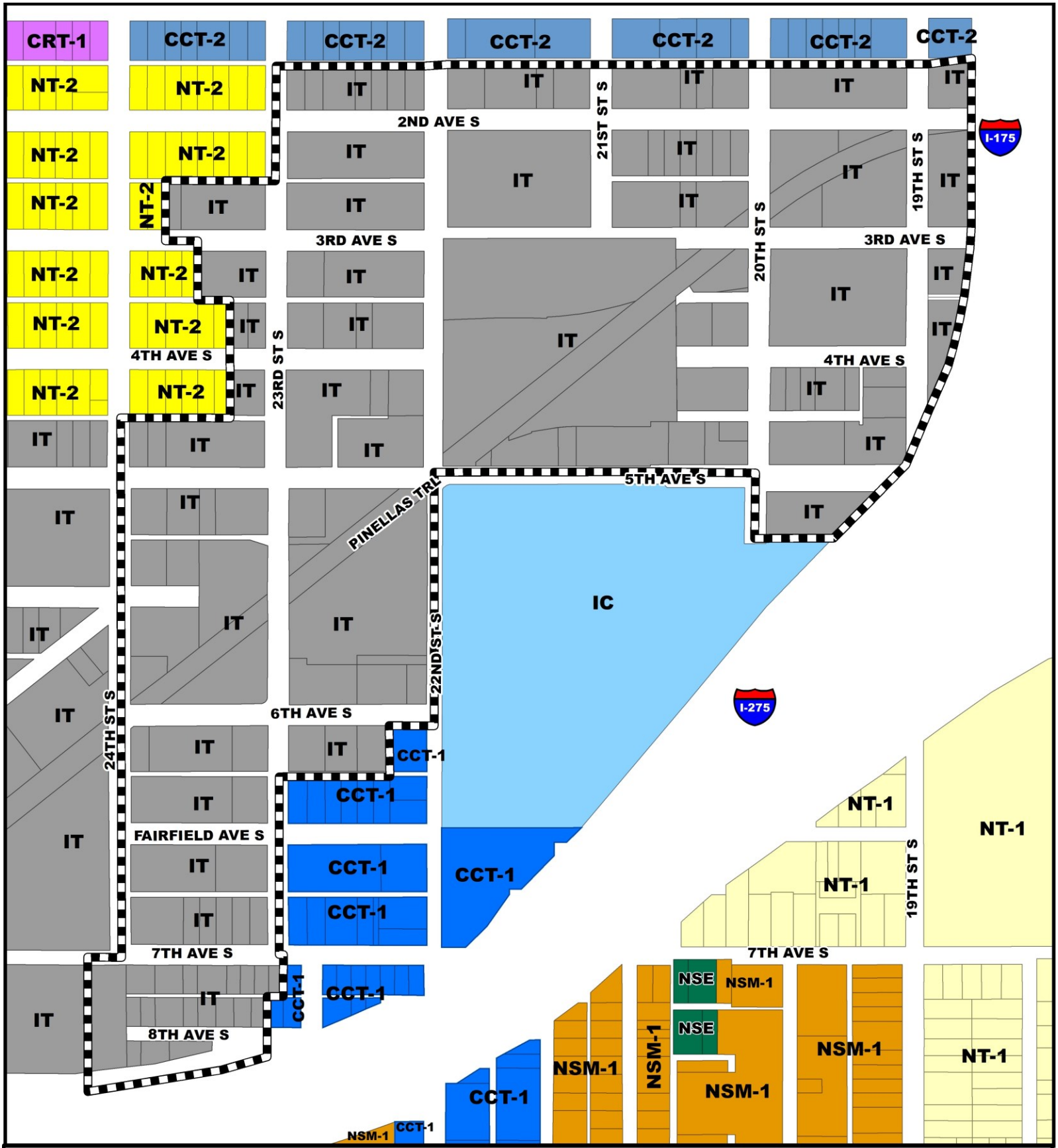
FLUM-67

SCALE: 1 " = 1,330 '

SUBJECT AREA

TEC OVERLAY

N
W
E
S



EXISTING ZONING

CITY FILE		
FLUM-67	SUBJECT AREA	N W E S
SCALE: 1 " = 350 '		

ATTACHMENT NO. 2

SunRunner Rising Special Area Plan (SAP)

Draft: SunRunner Rising Special Area Plan

Forward Pinellas Tier II Countywide Plan Map Amendment for TEC-Local Area

Table of Contents

OVERVIEW 5

SECTION 1: EXISTING CONDITIONS 5

- Area History and Context 5
- Urban Form 6
- Public Realm 7
- Existing Land Uses and Open Space 8
- Zoning 8
- Area Mobility Networks 9
- Demographic, Housing, and Jobs Profile 9
- Equity Assessment 10
  - Vulnerability to Displacement 10
  - Access to Opportunity 10
  - Jobs and Housing Diversity 11
  - Transit Dependency 11
- Infrastructure Assessment 12
  - Existing Utility Infrastructure 12
  - Roadway and Bike/Ped Crashes 13
  - Roadway Level of Service 13
  - Current Average Daily Trips 14
- Opportunities, Constraints, and Focus Areas 14
  - Opportunities 14
  - Constraints 15

SECTION 2: AREA FRAMEWORK 16

- Area Goals 16
- Guiding Principles and Themes 16
  - Warehouse Arts District and Deuces Live Action (WADA) Plan 16
  - South St. Petersburg Community Redevelopment Plan 19
  - Target Employment and Industrial Land Study Update 19

SECTION 3: FRAMEWORK ANALYSIS AND DISTRICT MASTER PLAN 21

- Urban Form 21
- Public Realm 21
- Connectivity 21

DRAFT

Diversity and Equity 21
Employment Capacity and Economic Development 22
SECTION 4: VISION MAP 23
SECTION 5: ACTION PLAN 24
Implementation Framework 24
SECTION 6: SUPPORTING DOCUMENTATION 25
Community Involvement 25
Community Design Charettes 25
Community Led Engagement 25
Resiliency 25
Buildout Analysis 26
Utility Constraints 26
Local Implementing Regulations 27
Transportation Analysis 27

List of Figures

Figure 1: SunRunner Rising Special Area Plan Map 6
Figure 2: SAP Area Mobility Map 7
Figure 3: Excerpt from SunRunner Rising Development Study - Vulnerability to Displacement 10
Figure 4: Excerpt from SunRunner Rising Development Study – Transit Dependency 12
Figure 5: WADA Plan Area Map 18
Figure 6: Excerpt from TEILS Update – Proposed and Existing Target Employment Centers and Proposed Land Use Typologies Map 20
Figure 7: 22nd Street Station Area Vision Map 23

List of Tables

Table 1: Existing Utility Infrastructure 13
Table 2: Average Daily Demands 13
Table 3: Current Utility Demands 13
Table 4: Level of Service Standards 14
Table 5: Current Average Daily Trips - Current Land Use Category per the Forward Pinellas Countywide Plan Map 14
Table 6: Population and Buildout Analysis under Proposed Maximum Base 1.5 FAR 26
Table 7: Utilities Analysis 27

DRAFT

Table 8: Estimated Net Utility Demands 27
Table 9: Daily Trips - Proposed Land Use Categories with Assumptions 28
Table 10: Level of Service Standards with Net New Trips 28

DRAFT

OVERVIEW

The purpose of this document is to provide the Local Special Area Plan (SAP) requirements for applying the Target Employment Center (TEC) – Local Subcategory, pursuant to Section 6.5.4.4.1 of the Countywide Rules. The TEC-Local Subcategory was developed as part of the 2023 *Target Employment and Industrial Lands Study (TEILS) Update*, which resulted in updates to the Countywide Rules in August 2023.

Portions of the *SunRunner Rising Development Study (2022)*, which was accepted by City Council on April 4, 2022, are repurposed in this document to create the SAP required by the Countywide Rules to apply a TEC-Local subcategory to a portion of the existing TEC Overlay in the 22nd Street SunRunner station area.

The *SunRunner Rising Development Study* is adopted by reference as the *SunRunner Rising SAP* associated with the transit-oriented development (TOD) near and around SunRunner station areas and along the Central Avenue corridor necessary to support the continued success of the SunRunner Bus Rapid Transit (BRT) system. The Study was a joint effort between the City of St. Petersburg, Pinellas Suncoast Transit Authority (PSTA), and Forward Pinellas intended to assist the cities of St. Petersburg, South Pasadena, and St. Pete Beach by providing community-supported land use strategies, equitable economic development plans and programs, and a county-wide framework for TOD in Pinellas County.

SECTION 1: EXISTING CONDITIONS

Area History and Context

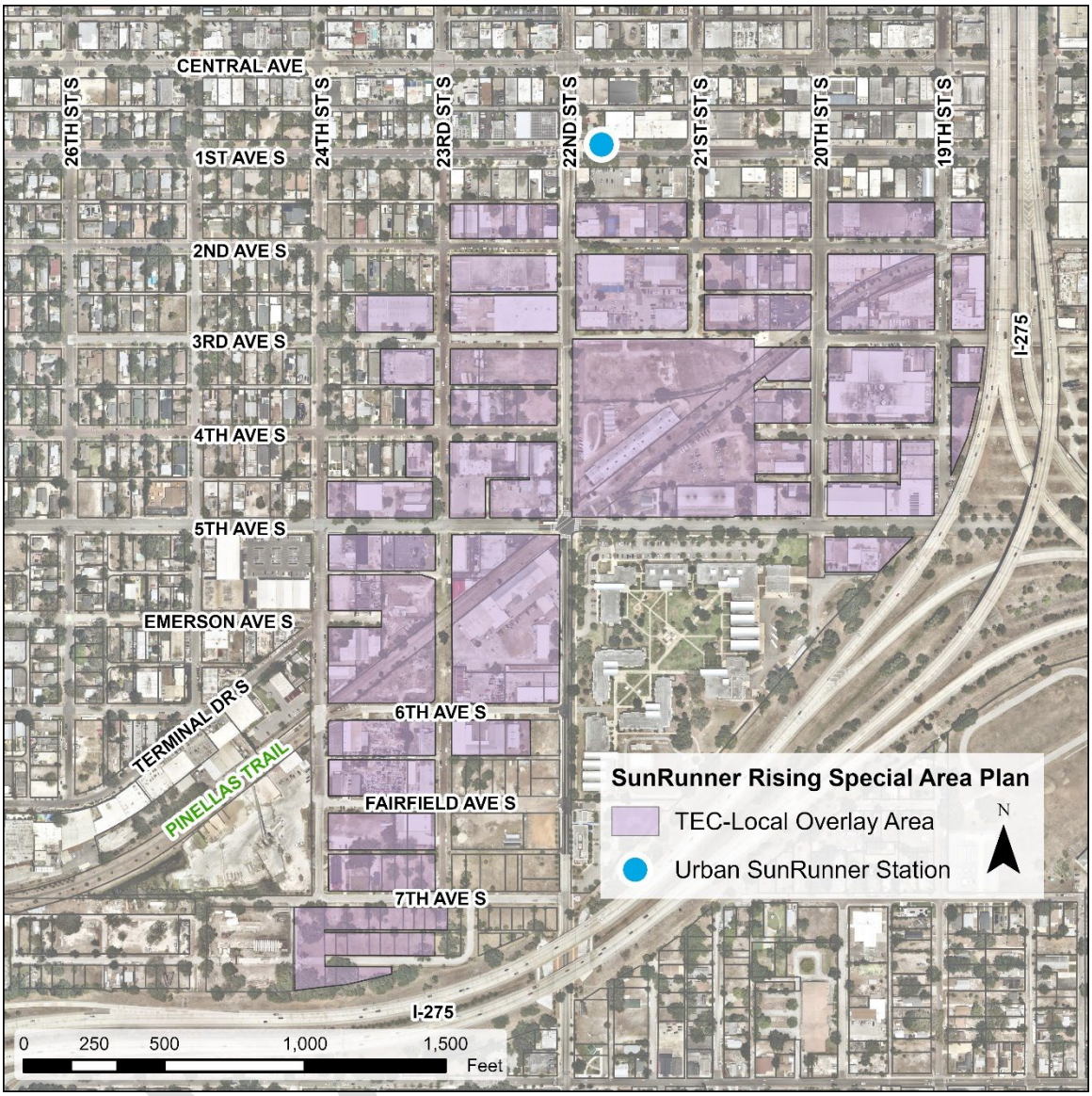
This SAP is a subset of the adopted *SunRunner Rising Development Study* and focuses on the Industrial Traditional (IT) zoned area south of the 22nd Street Urban SunRunner Stations as shown in **Figure 1.** The SAP area is in the South St. Pete Community Redevelopment Area (CRA) and includes portions of the Warehouse Arts District and Deuces Live Districts. It is bisected by the Pinellas Trail and is adjacent to the Grand Central District and Historic Gas Plant District Redevelopment, as well as the Palmetto Park, Melrose-Mercy, and Jordan Park neighborhoods.

The Warehouse Arts District was once a primarily industrial area with ideal access to a previously existing rail line which has been converted to the Pinellas Trail. This area is now also home to emerging and established artists who use the large warehouses within the district to create large-scale art. The Deuces Live District was a thriving African-American community before the construction of Interstate 275 and has its Main Street designation along 22nd Street S from the I-275 overpass to 15th Avenue S. Currently, the district has locally-owned restaurants and art galleries that embrace the African-American history and culture of the area. The SAP area sits at the intersection of these two districts and thus seeks to incorporate recommendations from the *Warehouse Arts District – Deuces Live Action Plan* (2018) into the goals, objectives, and vision of this planning effort.

The SAP area is just south of the Grand Central District, which is known for its local businesses, shops, restaurants, breweries, and proximity to the Pinellas Trail. To the east of the SAP area across I-275 is the Historic Gas Plant District Redevelopment site, with the goal of bringing equitable and impactful development to benefit the entire City of St. Petersburg.

DRAFT

Figure 1: SunRunner Rising Special Area Plan Map



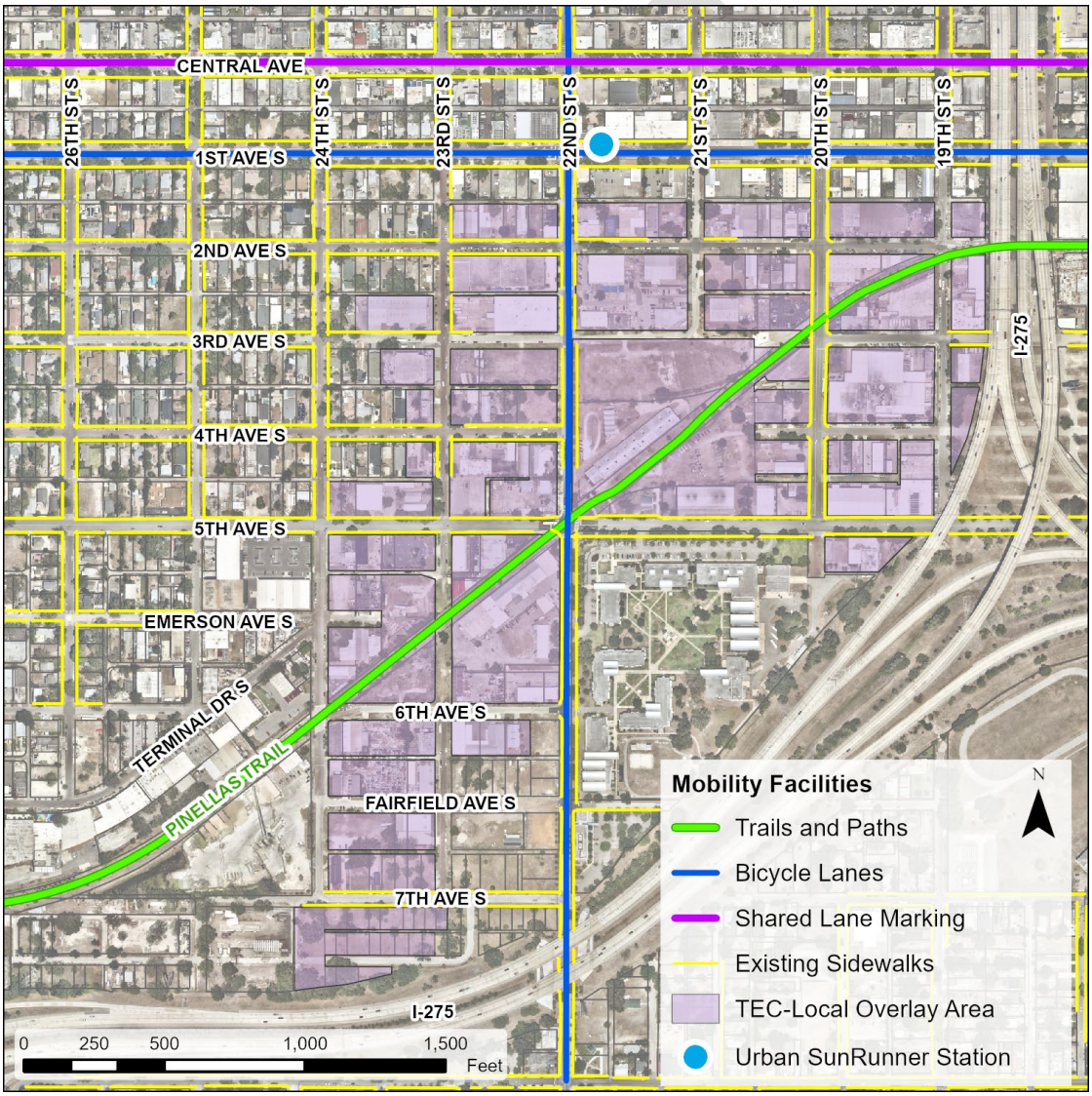
Urban Form

The SAP area is comprised of some smaller blocks as well as large blocks occupied by industrial uses, which tend to have larger building footprints. The area is bisected by the Pinellas Trail, which is disconnected from the street grid in some places (particularly between 20th Street S and 22nd Street S) and has little interaction with adjacent parcels. Many buildings have their back to the trail, do not provide pedestrian connections from the property to the trail, and have fences on the property line between the building and trail right-of-way. The area includes a range of warehouse and industrial building types. Existing building heights in the area range between 1 and 3 stories.

Public Realm

There are several gaps in the sidewalk network and some of the existing sidewalks need improvement. Sidewalk gaps are observed along the west side of 23rd Street S, 21st Street S, 19th Street S, 2nd Avenue S east of 22nd Street S, 3rd Avenue S east of 24th Street S, and the entirety of the area south of 5th Avenue S. Several of the existing industrial uses have large driveways that create gaps in the existing sidewalk network. There are minimal bicycle facilities in the area, with only 22nd Street S having dedicated bicycle lanes. A map of the existing mobility network is provided below in **Figure 2**. There is a strong public art presence with buildings having murals on what were previously blank or unmaintained side or rear walls. Sculptures, banners, and signage are placed around the area as well.

Figure 2: SAP Area Mobility Map



Existing Land Uses and Open Space

The SAP area contains industrial uses and is home to several artist galleries and workspaces. Parcels are typically less than 0.5 acres. Industrial uses such as garages/workshops, light manufacturing, general warehouses, and open storage facilities comprise 46% of parcels in the area and 59% of total acreage. The second largest existing land use category is vacant land, which makes up 40% of parcels and 28% of total acreage in the area. The SAP area also has 7 residential parcels, 7 commercial parcels including a medical office and restaurant, and 3 institutional uses including a local church and the Morean Arts Center.

Zoning

The area is currently zoned Industrial Traditional (IT), with an underlying future land use of Industrial General (IG) and Target Employment Center (TEC) Overlay, and Countywide Plan Map designation of Industrial.

The IT district has a maximum nonresidential intensity (FAR) of 0.75. Per Section 16.20.100 of the City's Land Development Code, there is a 100% intensity bonus allowed for manufacturing, office, and laboratories and research and development uses on parcels designated as Target Employment Center (TEC) Overlay on the future land use map, meaning properties could achieve up to a 1.5 FAR in the SAP area if those specific uses are provided. The maximum impervious surface ratio (ISR) is 0.95 and the minimum lot width is 60 feet. It should be noted that based on a parcel analysis of the SAP area, the typical lot width is 40 to 50 feet.

Building envelope standards are differentiated based on whether a property abuts a nonindustrial zoned property or a major street, as follows:

	Lot abutting a nonindustrial zoned property or abutting a major street	**Lot abutting industrial zoned property only and not abutting a major street**
Maximum Building Height	35 feet	50 feet
Building Setbacks – Yard adjacent to street	10 feet	0 feet
Building Setbacks – Interior Yards	20 feet	0 feet

The IT district also requires industrial properties shield from view of non-industrial properties or major streets through the use of buffers. The buffer and landscaping requirements vary based on the type of fence used to create the buffer. Generally, buffer widths range between 10 to 20 feet and a combination of trees and shrubs is required for landscaping within the buffer.

Permitted uses in the area are predominantly industrial, including manufacturing, outdoor storage, warehouses, and laboratories for research and development. Non-industrial permitted uses within the SAP area are very limited but include breweries, microbreweries, veterinary offices and kennels, studios, and mixed-use buildings with a mixture of permitted and accessory uses.

DRAFT

Adjacent zoning districts to the SAP area include Commercial Corridor Traditional (CCT-1 and CCT-2), Neighborhood Traditional (NT-2), Center Institutional (IC), and Downtown Center (DC-2). The area is also in proximity to the Central Avenue Corridor Activity Center and Intown Activity Center. Comprehensive Plan and LDR updates for the Central Avenue Corridor Activity Center and Commercial Corridor zoning districts (including Commercial Corridor Suburban [CCS] and CCT district) are being handled concurrently with this Special Area Plan. Increases in density and intensity are proposed along the Commercial Corridors with the intent of revitalizing the corridors by expanding employment and housing opportunities such as workforce housing.

Area Mobility Networks

To enhance pedestrian safety in the area, improved crossings with push button activation signals and higher visibility crosswalks are recommended throughout the SAP area, as identified in the City of St. Petersburg Complete Streets Implementation Plan.

North of the SAP area, there are existing bike lanes on the 1st Avenues which were improved to include buffers and green pavement markings during construction of the dedicated bus lanes and stations for the SunRunner BRT. Also identified in the Complete Streets plan are additional bike network recommendations including neighborhood greenways and shared lanes in the area. These improvements would provide safe bike network connections between the 1st Avenues and the Pinellas Trail which bisects the SAP area.

The City has partnered with Lime to offer a shared bike service throughout Downtown St. Petersburg. This program helps stimulate economic growth for downtown and the surrounding areas. The City has also partnered with VEO to provide e-scooters to residents and visitors which also enhances mobility for the entire City.

The Grand Central Station, just west of the SAP area, serves 15 routes. Two of these routes, Route 79 and the Central Avenue Trolley provide connection into the SAP area. In addition, the SunRunner BRT provides service on the 1St Avenues. There is currently a gap in transit service on 22nd Street.

The South St. Pete CRA Mobility Plan is currently in progress to identify multimodal improvements that will enhance the area's mobility and connectivity. Multimodal improvements include enhancing pedestrian facilities, bicycle facilities, and streetscaping.

Demographic, Housing, and Jobs Profile

The surrounding area of the SAP has a significant minority population (40%), which is higher than the Pinellas County average. The area's rich African-American history can be felt today and has helped guide planned improvements.

There are minimal residents in the SAP area, 9 in total with 3 total housing units according to the 2017-2021 American Community Survey Estimate. There are 46 businesses that employ over 300 employees based on 2023 ESRI Business Analyst information.

Based on the data provided in the Forward Pinellas 2050 Long Range Transportation Plan (LRTP), as of 2020, Traffic Analysis Zones (TAZs) that encompass the SAP and surrounding areas include a population of 809 residents, 409 dwelling units and 1,784 jobs.

DRAFT

Equity Assessment

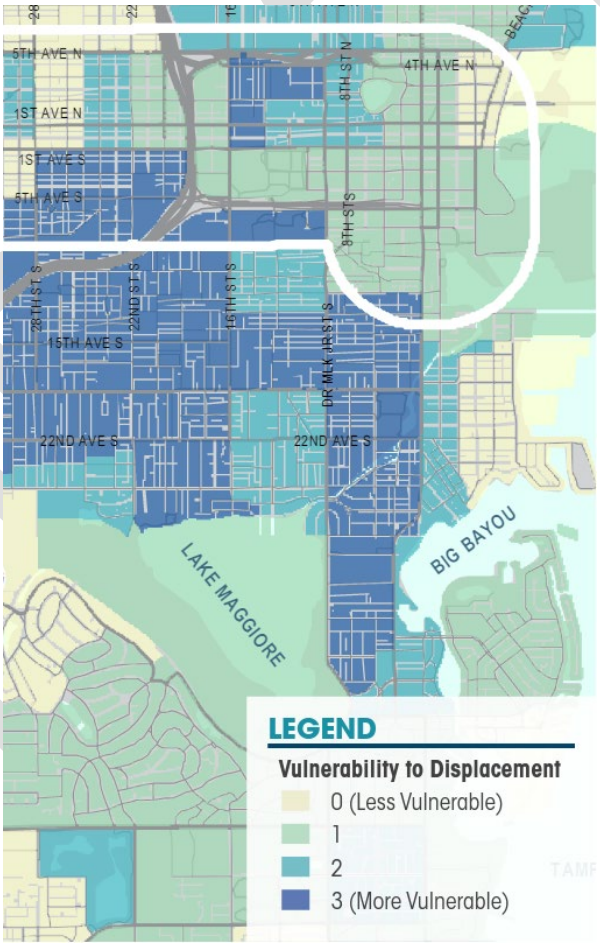
The following section is a subset of the Equity Assessment that was provided in the *SunRunner Rising Development Study*. The data from the *SunRunner Rising Development Study* has been tailored for this SAP.

Vulnerability to Displacement

Vulnerability of Displacement measures the risk of any given area being "gentrified" as investment occurs in response to the public transit improvement. After premium transit systems are in place, over time, spending behaviors and property values respond to market preferences in locations near transit stations, reportedly increasing residential land and home prices over time.

The SAP area is more vulnerable to displacement in comparison to other areas of the SunRunner Corridor and the City. **Figure 3** displays areas in St. Petersburg that are vulnerable to displacement from less vulnerable to more vulnerable.

Figure 3: Excerpt from SunRunner Rising Development Study - Vulnerability to Displacement



Access to Opportunity

Access to opportunity reflects the goal for all communities to have equitable access to a high quality of life. It is based on the principle that every resident—regardless of income, race, ethnicity, age, or ability—can live in a community of their choice with access to basic services and amenities. Areas with

low access to opportunity lack key components of a complete neighborhood and can exhibit low quality of life outcomes—including life expectancy, educational attainment, and income level—compared to the County. Unfortunately, many areas with low access to opportunity are also areas where many residents are people of color. This pattern illustrates the need to improve equity across neighborhoods and to remove barriers to opportunity that negatively impact many communities of color.

The SAP area currently provides less access to opportunity for its residents.

Jobs and Housing Diversity

Jobs and housing diversity are important in creating a community of complete neighborhoods with equitable access to quality employment options and housing choices that accommodate households of different ages, sizes, and incomes. A diverse range of housing options—including different prices, sizes, types, and a mix of rental and for-sale—is key to encouraging complete neighborhoods where families and households of all types and incomes can choose to live. Housing diversity includes single-unit homes, as well as units of different types and sizes that can complement the existing single-unit pattern of an area. Similarly, access to a range of quality jobs enables people of different incomes and education levels to find employment and wealth-building opportunities.

The SAP area provides less diverse jobs and housing in comparison to other areas of the SunRunner Corridor and the City.

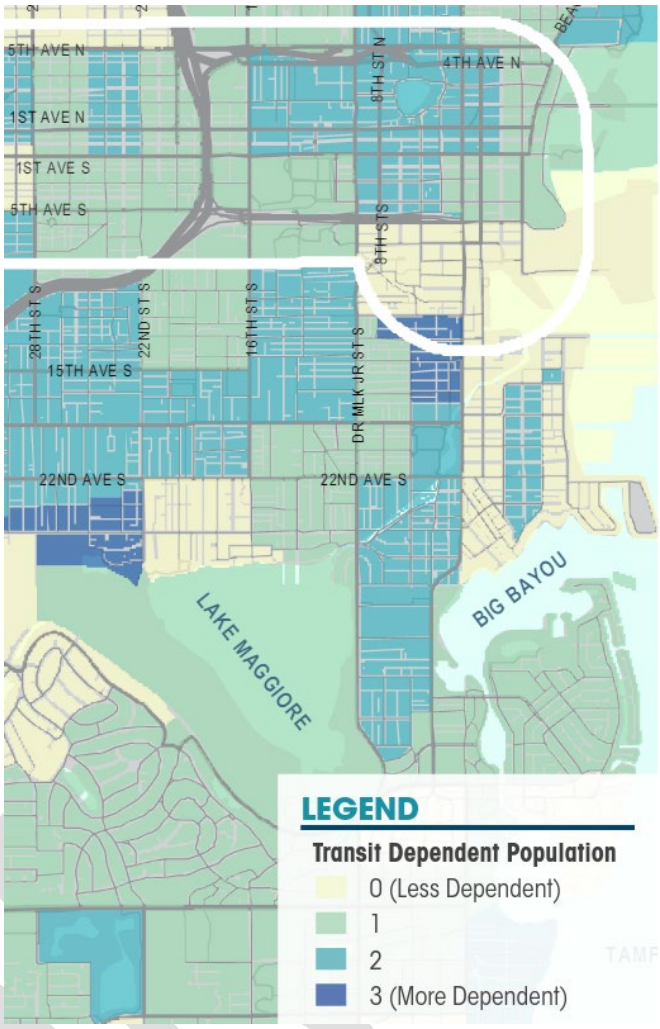
Transit Dependency

Transit-dependent populations are those who are too young or old to drive or have limited access to a personal vehicle. Many of these people have very few mobility options to meet their basic travel needs and, as members of the transportation-disadvantaged population, they face chronic problems that reduce their quality of life and productivity. These residents have heightened sensitivity to any changes in transit service yet have the most to gain from improvements to transit service in their community.

The population in the SAP area has less dependence on transit compared to other parts of the City, however, 22nd Street leads to areas further south that are more dependent on transit as shown in **Figure 4**.

DRAFT

Figure 4: Excerpt from SunRunner Rising Development Study – Transit Dependency



Infrastructure Assessment

The following section covers the existing infrastructure for the special area including utilities and roadway infrastructure. Included is the existing impact on the utility network, existing safety conditions, and existing roadway level of service (LOS).

Existing Utility Infrastructure

The SAP area is within the City of St. Peterburg's service area for potable water and sanitary sewer service. These facilities were evaluated to identify the potential increase in capacity based on the proposed buildout densities and intensities.

The current infrastructure demands were evaluated using the equivalent residential unit (ERU) method, which standardizes potable water and sanitary sewer demands by quantifying all land uses within the SAP area as they relate to the demand from a residential unit. The ERUs for the current density/intensities of the SAP area are shown in **Table 1**.

Table 1: Existing Utility Infrastructure

Land Use	Current Density/Intensity	Current ERUs
Residential	15 units	15
Non-Residential (1)	800,000 SF	240

1. 0.3 ERUs were assumed for every 1,000 square feet of non-residential land use

According to the City of St. Petersburg's Comprehensive Plan, the LOS for average daily potable water and sanitary sewer capacity are 125 gallons per capita per day (gpcd) and 161 gpcd respectively for this station area. These average daily flow values were used along with household data from the US Census to calculate the average daily demands shown in **Table 2**.

Table 2: Average Daily Demands

Infrastructure	Potable Water	Sanitary Sewer (2)
LOS Standard	125 gpcd	161 gpcd
Average Persons per Residence (1)		2.26
Average Demand Per Residential Unit	283 GPD	364 GPD

1. Persons per household, 2017-2021 according to the United States Census Bureau QuickFacts for St. Petersburg, Florida
2. Sanitary sewer LOS based on the Southwest Water Reclamation Facility Service Area

Potable water and sanitary sewer average flow rates were applied to the number of ERUs within the station area to calculate the total demands. Based on the average demands per residential unit, **Table 3** shows current potable water and sanitary sewer demands for the SAP area.

Table 3: Current Utility Demands

	Current Demand (GPD)
Potable Water	72,038
Sanitary Sewer	92,784

Roadway and Bike/Ped Crashes

For the years 2018 to 2022, 81 crashes occurred within the SAP area. Over 16 crashes occurred on average per year for the five years. Within the 5 years, no crashes resulting in a fatality occurred, 1 crash resulted in a serious injury, 7 crashes resulted in non-incapacitating injuries, and 20 crashes resulted in possible injuries. 2 bicycle crashes and 1 pedestrian crash occurred during the same 5-year period.

The most common crash types in the area were angle (28%), rear end (24%), and hit fixed object (19%). The three locations where most crashes occurred were at 5th Avenue S and 22nd Street S, 5th Avenue S and 20th Street S, and 5th Avenue S and 24th Street S.

Roadway Level of Service

Based on available data from the 2022 Forward Pinellas LOS Database, roadway facilities that intersect with the TEC local area include 1st Ave South and 20th Street North. The Level of Service (LOS) standard for these roadways is LOS D or better. As shown in **Table 4**, the roadways operate at LOS C (20th St N) and LOS D (1st Ave S).

DRAFT

Table 4: Level of Service Standards

Roadway	2022 AADT	Peak Hour Volume	Peak Hour Capacity	V/C	LOS
10 - 1ST AVE S: (34TH ST S -to- 16TH ST S)	11,500	1,092	1,543	0.708	D
134 - 20TH ST N: (1ST AVE N -to- 5TH AVE N)	4,000	209	1,470	0.142	C

Current Average Daily Trips

The average daily trips for the subject site (57.98 acres) is approximately 14,263 trips based on the traffic generation characteristics in Section 2.3.3.10 of the Forward Pinellas Countywide Rules. The trips per acre of 246 was derived from Section 2.3.3.10 under Trip Generation Characteristics for the Industrial category which the SAP area is designated as. **Table 5** summarizes the average daily trips for the current land uses.

Table 5: Current Average Daily Trips - Current Land Use Category per the Forward Pinellas Countywide Plan Map

Development Potential Acres	57.98
Trips per Day per Acre (Industrial)	246
Trips per Day	14,263

Opportunities, Constraints, and Focus Areas

The opportunities, constraints, and focus areas have been analyzed to better understand the existing condition of the SAP area and what is needed to support the goals of the SAP.

Opportunities

- Potential for redevelopment of vacant buildings and lots with a more flexible mix of permitted uses to address the evolving needs of target industry employers in alignment with the *TEILS Update* objectives
- Targeted Employment Center (TEC) Overlay allows for a 100% intensity bonus for manufacturing, office, and research and development uses
- Proximity to the Pinellas Trail can spur trail-oriented development, enhanced landscaping, and design to activate the trail and create new connections to the surrounding neighborhoods
- Network of low-speed neighborhood streets can have a stronger emphasis on multimodal uses, such as neighborhood greenways
- Presence of local artists, makers, and other creative industry entrepreneurs contributes to the distinctive character of the area, setting it apart from other districts in the City
- Placemaking elements associated with the established Warehouse Arts District and Deuces Live area can be further encouraged to contribute to an identifiable sense of place and community character

DRAFT

- Potential to increase density/intensity and building height as an incentive for providing employment uses, affordable housing and different housing types, flex spaces, public amenities, mobility improvements/trail connection, and other community benefits
- Prioritize improvements from the South St. Pete CRA Mobility Plan

Constraints

- Existing industrial uses occupy large lots that occupy entire blocks that break up the street grid pattern
- Existing permitted uses are limited: residential uses are not permitted by-right and most commercial uses are only permitted as an accessory use
- Sidewalk gaps along 2nd Avenue S east of 22nd Street, 3rd Avenue S east of 24th Street, 21st Street, 19th Street, and in the area south of 5th Avenue S
- Many industrial uses have large driveways that disrupt the sidewalk network
- Adjacent to historic district which limits development potential
- Limited green space, parks, and public gathering space

DRAFT

SECTION 2: AREA FRAMEWORK

The Area Framework section references the goals of the SAP as derived from the *SunRunner Rising Development Study* along with existing plans that support the area goals and proposed development within the special area.

Area Goals

The goal of the SAP is to provide the framework for allowing greater flexibility and mix of uses in the SAP area, protect and retain artisan and small manufacturing land uses, improve the public realm, and support transit-oriented development (TOD) as described in the *SunRunner Rising Development Study*.

Recommendations for the SAP are tailored to the area and provide a flexible framework that can be adjusted and modified as development gains momentum. Strategies and recommendations for the *SunRunner Rising Development Study* center around developing TOD supportive policy that includes flexibility to address changing market conditions, providing a diversity of housing and economic opportunities through equitable development strategies, preserving neighborhood character and creating neighborhood transitions, and enhancing the area's mobility and accessibility.

Guiding Principles and Themes

The following section references existing plans and studies that align with the goal of the SAP and the goals and recommendations established by the *SunRunner Rising Development Study* that impact the SAP area.

Warehouse Arts District and Deuces Live Action (WADA) Plan

The Warehouse Arts District and Deuces Live Action (WADA) Plan was approved in October 2018. The planning area boundary follows I-275, along the Pinellas Trail, and through residential, commercial, and industrial areas as shown in the map below. The goals of the Plan focus on pedestrian experiences such as providing a more walkable environment to the development of public and private spaces to support different event types.

The 22nd St S corridor is within both the WADA Plan and the *SunRunner Rising Development Study* Included below are the goals of the WADA Plan which are consistent with the *SunRunner Rising Development Study*.

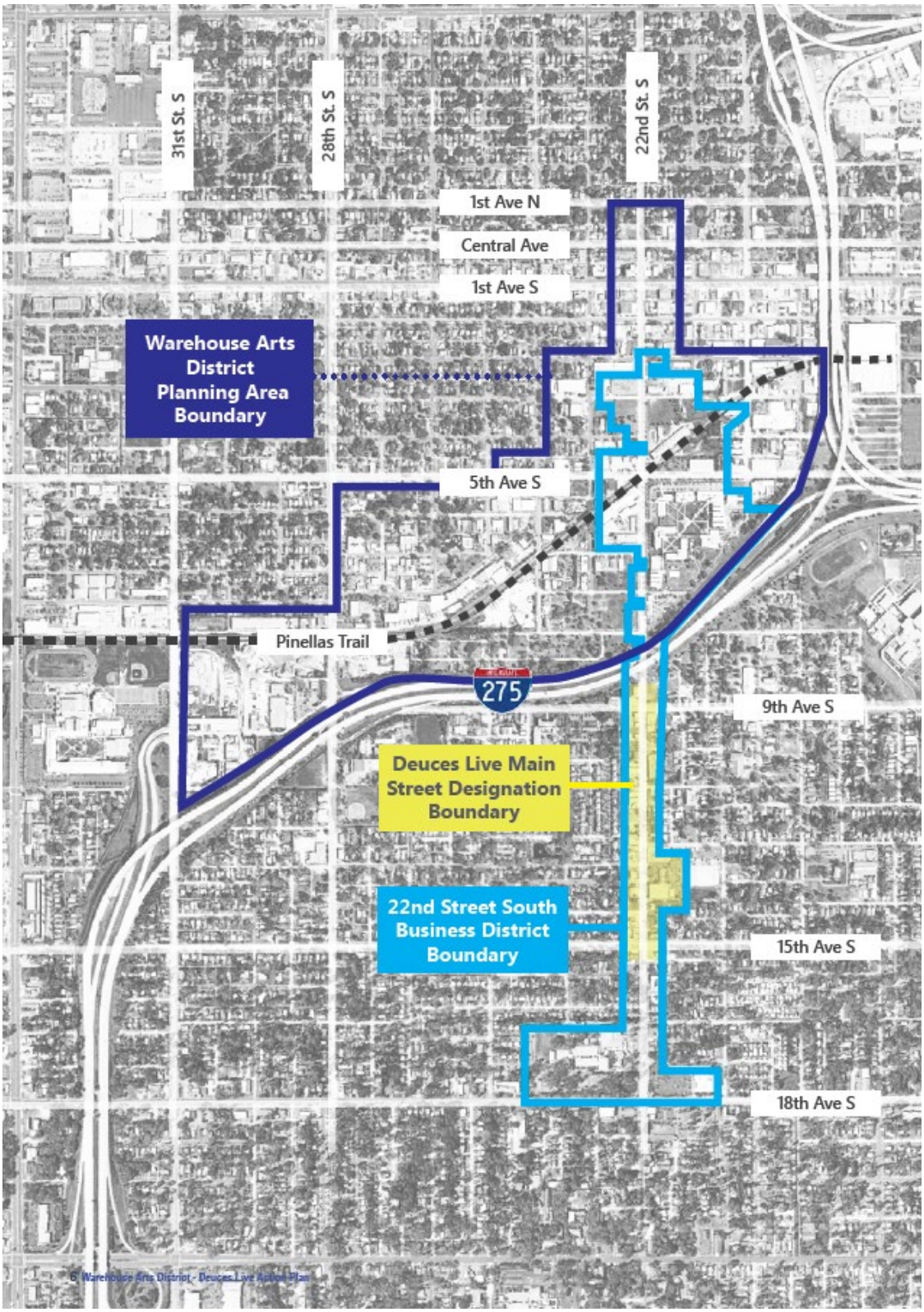
- Complete Walkable Infrastructure
    - Infill sidewalks, crosswalks, lighting, street trees, and other basic infrastructure for a safe, contiguous walking environment
- Make 22nd Street S and 5th Avenue S Livable Streets
    - Invest in the two connecting corridors as places for dedicated bike facilities, more generous pedestrian walks, branded crosswalks, street trees, on-street parking, and lighting
- Feature the Trail
    - Enhance the appearance of the corridor with art, trees, and lighting, and leverage the potential relationships of businesses along the trail with front doors and active patio spaces that can be accessed from the trail
- Create Active Parks and Pop-up Spaces

DRAFT

    - Develop signature park spaces in both WADA and Deuces that leverage key intersection locations and proximity to local businesses for dedicated small festival and community event space
- Express Art, Industry, & Culture Through Design
    - Incorporate and encourage interesting and unique expressions of art in the design of gateways, parks, and street infrastructure
- Guide the Development of Successful Urban Spaces
    - Design both public and private activity areas that can be used in many types of ways, supporting diverse event types, and fostering an interface between public space and private business activity

DRAFT

Figure 5: WADA Plan Area Map



South St. Petersburg Community Redevelopment Plan

The SAP area lies within the South St. Petersburg Community Redevelopment Area (CRA). The proposed amendments specified in this document will address issues that were identified during the creation of the South St. Petersburg CRA Plan such as poor transit access, linking people with jobs and transit, lack of new construction, and poor walkability. The following strategies of the South St. Petersburg CRA align with the goals, framework, and recommendations of the *SunRunner Rising Development Study*:

- Multimodal Functionality and Pedestrian Scaled Design
    - Improve pedestrian circulation and safety along the major corridors with streetscape elements
    - Encourage shared parking between adjacent uses
    - Use site design techniques, lighting and sound attenuation, landscaping, fencing, and other means to provide adequate buffers and protections from surrounding residential properties
- Housing and Neighborhood Revitalization
    - More aggressive code enforcement
    - Create financial incentives for the rehabilitation of rental and owner-occupied housing
    - Reinvigorate neighborhood associations

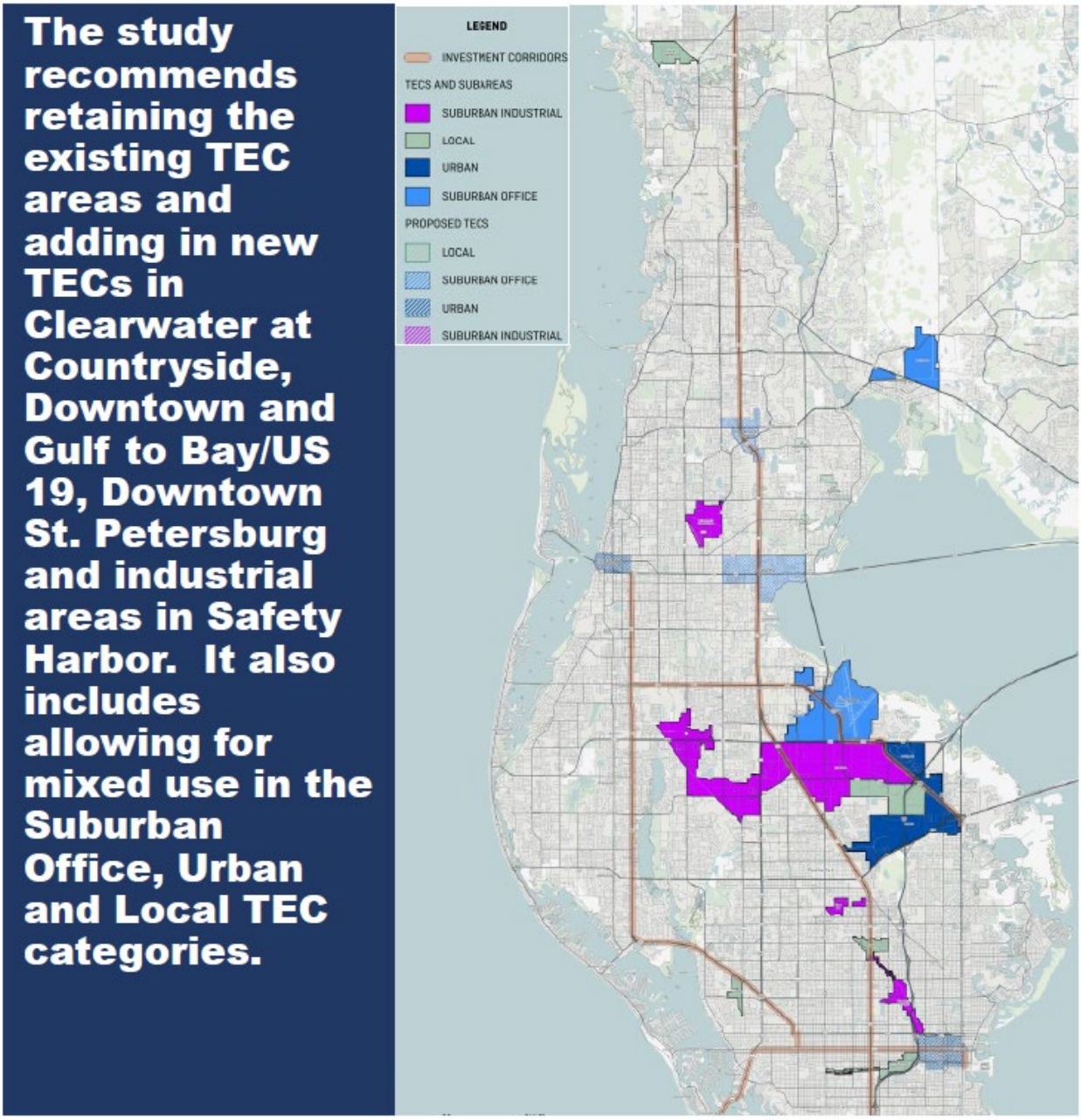
Target Employment and Industrial Land Study Update

The Target Employment and Industrial Land Study (TEILS) Update focuses on the Countywide strategy to provide greater flexibility and a mix of uses on the County's Target Employment lands while still maintaining a healthy economy that attracts Target Industry clusters and high-wage employment opportunities to Pinellas County. Traditionally, TECs provided a narrow set of permitted uses, but the TEILS Update highlights the evolving needs of target industry employers and how they are increasingly seeking Class A office space in vibrant, amenity-rich, mixed-use environments. The study further defines various land use contexts for TECs and gives the Warehouse District a "Local" designation.

The TEC-Local category is described as an area with smaller-scale manufacturers and artisan use with industrial and warehouse space needs that would also allow for flex space and mixed-use development. A map of the proposed and existing TECs and proposed land use typologies is shown below in **Figure 6**.

DRAFT

Figure 6: Excerpt from TEILS Update – Proposed and Existing Target Employment Centers and Proposed Land Use Typologies Map



SECTION 3: FRAMEWORK ANALYSIS AND DISTRICT MASTER PLAN

Urban Form

The City is modifying Land Development Regulations (LDR) that specify standards related to density, intensity, height, urban form, and public realm to the SAP area. The LDR updates will provide provisions to incentivize and retail small-scale manufacturers and artisan uses and address the continued need for industrial and warehouse space. Increased densities should maintain form and design standards.

Public Realm

The proposed public realm improvements were identified through the existing conditions analysis of the *SunRunner Rising Development Study*, stakeholder and community engagement of the *SunRunner Rising Development Study*, and the St. Petersburg Complete Street Implementation Plan. Below is a list of potential public realm recommendations to be reviewed further:

- Establish bicycle and pedestrian connections from the station area to surrounding neighborhoods and the Pinellas Trail
- Utilize extra roadway and parking spaces for permanent parklets
- Implement a wayfinding system for SunRunner stations and station amenities
- Seek opportunities for shared parking structures
- Provide long-term bicycle parking/storage at or near the SunRunner stations
- Reduction in required minimum parking and set parking maximums
- Incentivize shared parking or a district parking location

Connectivity

It is recommended that a mobility study be completed to investigate ways to connect attractions and neighborhoods to the south to the SunRunner corridor. It is also recommended the City examine surrounding transit connections and potential improvements and additional or modified transit routes. Opportunities should be explored for shared streets and curbless streets. The City is currently working with PSTA on the South St. Pete CRA Mobility Plan to identify additional recommendations for greater connectivity in the area with the intent of prioritizing projects.

There are several other ongoing projects in the area related to connectivity. Part of the SAP area is included in the 22nd Street S Corridor Improvements Project which was part of the Joint Action Plan in October 2018 through the City of St. Petersburg. This project includes creating a “festival” type space for community events and streetscape improvements like bicycle lanes and on-street parking. Construction is tentative to begin in 2025.

The City is currently working towards implementation and the project is on the Forward Pinellas Transportation Improvement Program (TIP) (FY 2023/24 – 2027/28) as a roadway improvement project currently underway with a tentative construction complete date of 2028. The limits of this project area on 22nd Street N from 5th Avenue S to 1st Avenue N.

Diversity and Equity

The large number of industrial uses within the area is not TOD supportive uses. It is recommended there be a mix and flexibility of uses and a focus on retaining space for artists, creatives, and small-scale manufacturers along with greater allowances for residential uses within the SAP area. A diversity in land

DRAFT

uses may result in increased employment opportunities for the area's residents which currently has low access to opportunities and low job diversity.

Employment Capacity and Economic Development

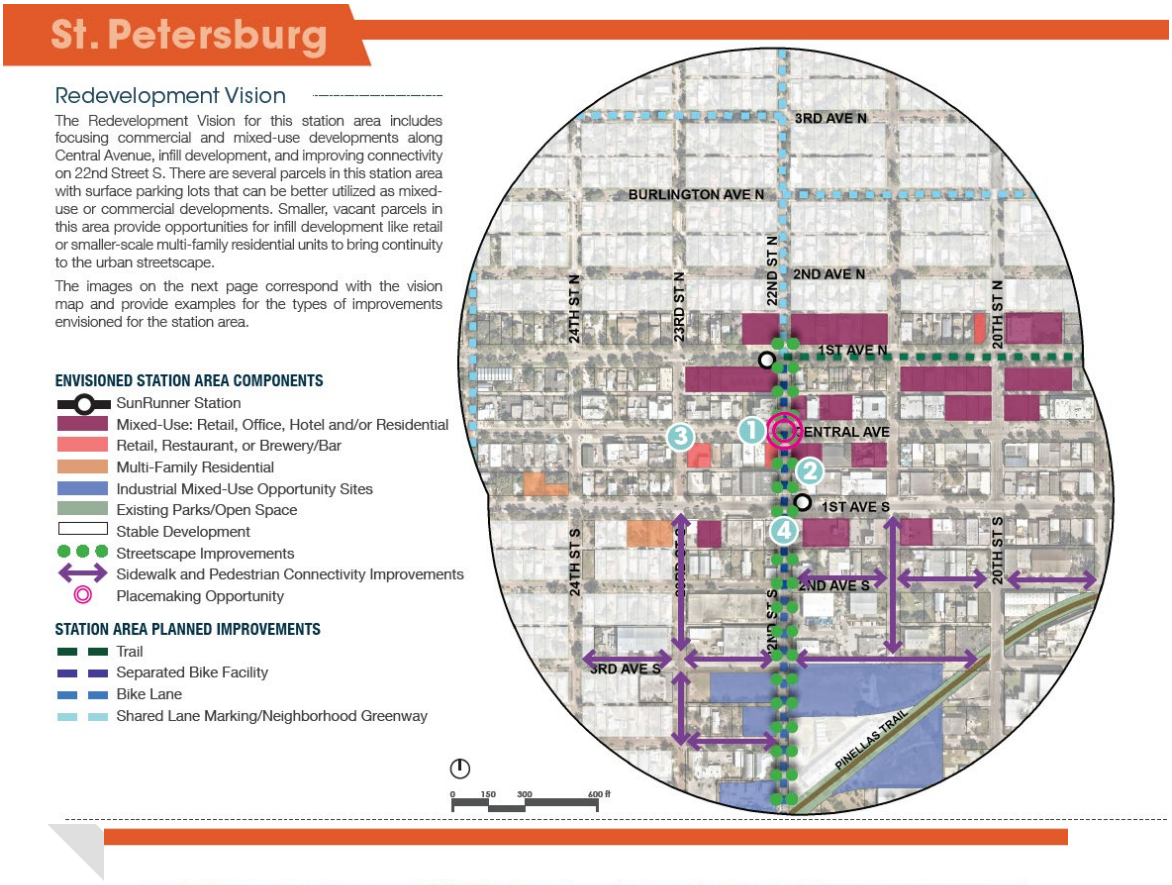
Based on calculations from the 2050 Long Range Transportation Plan, utilizing TAZs that include the SAP and surrounding areas, it is projected that the number of jobs in the area increase by 75% or from 1,784 jobs to 3,120 jobs. This is coupled with a projected population increase within the area of 56% and housing unit increase of 52%. With potential changes to the LDRs that would allow for residential flexibility, in addition to the flexibility of other non-residential uses, the projected employment and population increase may be higher over time.

DRAFT

SECTION 4: VISION MAP

The below vision map is a subset of the information found in the *SunRunner Rising Development Study* and depicts land uses and transportation improvements that would support TOD development around the 22nd Street Station Area. The recommendations of greater flexibility in uses and transportation improvements were applied to visioning associated with the SAP.

Figure 7: 22nd Street Station Area Vision Map

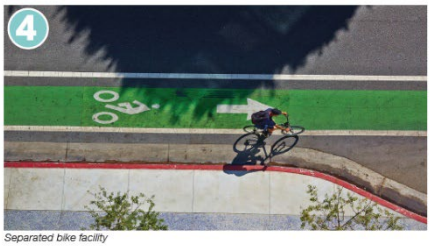



Intersection mural that speaks to the history and character of the station area


Mixed-use buildings along Central Avenue with ground floor retail and residential units above



Local, small-scale businesses like shops, breweries, and eateries


Separated bike facility

SECTION 5: ACTION PLAN

Implementation Framework

The following list of action steps provides a high-level tentative road map for implementing the SAP. It includes the potential time frames for updates to city policies and regulations to support the SAP vision and framework outlined in this document and past plans identified. The time frame associated with each of the below action steps is an estimate and is subject to change based on guidance provided at Local Planning Agency and City Council meetings.

Schedule for Comprehensive Plan Text Changes and TEC-local Amendments

Upcoming Meetings	
March 12, 2024, at 2 p.m. (tentative)	CPPC Public Hearing – Zoning Map Amendment for Sunrunner TEC-local Overlay @ 22nd Street S. Station
April 2024 (tentative)	City Council 1st Public Hearing/Transmittal: Comprehensive Plan text changes; LDR text changes for Commercial Corridors and Sunrunner TEC-local Overlay @ 22nd Street S. Station; and Zoning Map Amendment Sunrunner TEC-local Overlay @ 22nd Street S. Station
May 2024 (tentative)	Forward Pinellas Public Hearing for review and recommendation to the Countywide Planning Board of the Comprehensive Plan text changes with the LDR text changes
June 2024 (tentative)	Countywide Planning Board Public Hearing for the Comprehensive Plan text changes with the LDR text changes
June/July 2024 (tentative)	City Council Second Reading/Public Hearing Comprehensive Plan text changes; LDR text changes for Commercial Corridors and Sunrunner TEC-local Overlay @ 22nd Street S. Station; and Zoning Map Amendment Sunrunner TEC-local Overlay @ 22nd Street S. Station
Past Meetings	
March 6, 2024	DRC Public Hearing – LDR text changes for Commercial corridors and Sunrunner TEC-local Overlay @ 22nd Street S. Station
November 7, 2023	CPPC Public Hearing – Comprehensive Plan text changes; Workshop Zoning Map Amendment for Sunrunner TEC-local Overlay @ 22nd Street S. Station
September 14, 2023	City Council Workshop @ Housing, Land Use, and Transportation Committee – Comprehensive Plan text changes, LDR text changes, Zoning Map Amendments
June 21 & June 28, 2023	SunRunner Urban Station Design Charettes, SPC Midtown Campus, Jamerson Community Room 141, 1300 22nd St. S. Both events covered the same content.

DRAFT

SECTION 6: SUPPORTING DOCUMENTATION

Community Involvement

City staff has worked with related stakeholders, including the Pinellas Realtors Organization (PRO), St. Petersburg Area Chamber of Commerce, Downtown Developers Council, Downtown Partnership, Bay Area Apartment Association, Council of Neighborhood Associations (CONA), individual neighborhoods, multiple community workshops and charettes, Forward Pinellas (countywide land planning agency), City's Housing Land Use and Transportation Committee (HLUT), and the City's Affordable Housing Advisory Committee (AHAC). City staff has also engaged in conversations with local artists who have not been as heavily involved in the SAP public engagement efforts to gain a better understanding of the needs of the artisan community.

Community Design Charettes

The Community Design Charettes for the Proposed Changes For Commercial and SunRunner Corridor Station Areas were held on June 21, 2023, and June 28, 2023, at the St. Petersburg College Midtown Center. Approximately 40 community members were in attendance during each session. Participants were asked to complete activities to express their ideas on future development and redevelopment within the station areas. Participants were asked their preference on building heights within the study area and the types of uses they would prefer to see permitted by right and not permitted. A running presentation describing the study area, updates on recommendations from the *SunRunner Rising Development Study*, and a schedule of upcoming meetings was provided. The material presented and the exercises were the same for both sessions. The community design charette activities are listed below:

- Activity 1 - Live/Work/Play Map
- Activity 2 - Building Heights Map
- Activity 3 - Corridor Districts and Industrial Traditional District Uses
- Activity 4 - Comment Cards

Overall, the most common comment was the request for more flexibility within the zoning districts while maintaining the character of the neighborhood. Opinions ranged on the location of taller buildings but the consensus was support for greater density and greater intensity throughout the zoning districts.

Community Led Engagement

Several community led engagement efforts have taken place in the area recently. The Palmetto Park Neighborhood Association, which is west of the SAP area has held discussions on the upcoming changes to the SAP area and created a survey to gain additional feedback from the neighborhood. Community engagement led by members of the development community and artist community has occurred over the last several years. Recommendations have been provided to City staff with changes to the land use mix, allowable flexibility in uses and activities, and increases to the densities and intensities in the area, particularly along 22nd Street.

Resiliency

The area is not within the Coastal High Hazard Area (CHHA). No additional considerations should be made at this time as part of this SAP.

DRAFT

Buildout Analysis

A build-out analysis was conducted to determine the potential acreage that could be redeveloped with residential uses alongside target employment uses. The build-out analysis considered building age, land to building value, building area to land area, and vacant land to determine the redevelopment potential of each parcel in the area. A redevelopment assumption factor was applied to the total acres that could be redeveloped to arrive at a high (80%), medium (50%), and low (30%) build-out scenario (**Table 6**). A potential population estimate was then calculated for each build-out scenario.

The proposed changes take a FAR-only approach and require that target employment uses must be provided concurrently with any other development. Therefore, the potential population increase resulting from the ability to develop multi-family residential alongside target employment uses is a function of the amount of building square footage that could be occupied by residential units after dedicating area for target employment uses. Potential population under the high, medium, and low scenario used the following assumptions:

- The potential acres that could be redeveloped would include maximum base FAR of 1.5 as well as potential bonuses up to a FAR of 5.0.
- Target employment uses will occupy potential new building area at an amount equal to 30% of net lot area.
- The remaining building area will be dedicated to residential uses.
- The residential unit estimate for the remaining building area is equal to the potential residential building area divided by the average multi-family residential unit size (1,000 square feet).
    - The average multi-family residential unit size of 1,000 square feet was calculated by taking the average of heated building square footage divided by the number of residential units for multi-family developments built in the last 10 years near Downtown St. Petersburg using data sourced from the Pinellas County Property Appraiser.
- The occupancy rate is 1.5 persons per multi-family dwelling unit. Potential population is equal to the total unit estimate multiplied by the occupancy rate.

Table 6: Population and Buildout Analysis under Proposed Maximum Base 1.5 FAR

Proposed - Max Base FAR							
1.5 FAR	Dev. Percent Assumption	Potential Acres	Potential Total Sq Ft of New Development *(Potential Acres * FAR)*	Potential Sq Ft of Residential *(Total SF of new development - Required SF of TEC use)*	Units	Occupancy Rate	Potential Population
Low	30%	13.34	871,358.1	697,086.5	697	1.50	1,046
Med	50%	22.23	1,452,263.6	1,161,810.9	1,161	1.50	1,742
High	80%	35.56	2,323,621.7	1,858,897.4	1,858	1.50	2,787

Utility Constraints

A conservative approach was taken to determine utility constraints within the SAP area. The below utilities analysis (**Table 7**) was based on conceptual flows calculated from the City's LOS standards for potable water and sanitary sewer based on the Comprehensive Plan and current and projected buildout

densities and intensities. Additional analysis is required to identify specific infrastructure improvements necessary to accommodate the projected capacity demands as outlined in this analysis.

Table 7: Utilities Analysis

Land Use	Current	Potential Buildout	Current ERUs	Buildout ERUs – Low	Buildout ERUs – High
Residential	15 units	2,000 units	15	1,800	3,500
Non-Residential (1)	800,000 SF	1,500,000 SF	240	390	540
		Total	255	2,190	4,050

1. 0.3 ERUs were assumed for every 1,000 square feet of non-residential land use

Potable water and sanitary sewer average flow rates were applied to the number of ERUs within the station area to calculate the total demands. Based on the average demands per residential unit, **Table 8** shows the estimated net potable water and sanitary sewer demands for the SAP area.

Table 8: Estimated Net Utility Demands

	Current Demand (GPD)	Low Buildout Demand (GPD)[1]	High Buildout Demand (GPD)[2]	Percent Increase in Demand	
Potable Water	72,038	576,300	1,115,875	800%[1]	1,549%[2]
Sanitary Sewer	92,784	742,274	1,437,247		

1. Persons per household, 2017-2021 according to the United States Census Bureau QuickFacts for St. Petersburg, Florida
2. Sanitary sewer LOS based on the Southwest Water Reclamation Facility Service Area

Local Implementing Regulations

Updates need to be made to the City's Comprehensive Plan, Land Development Regulations, and Zoning requirements in conjunction with SAP development to ensure the vision and framework of the SAP is implementable upon adoption.

The City is creating a TEC-Local Overlay to address allowing flexibility that meets the goals discussed to address the existing conditions described in this document and the District Framework. The tentative schedule was identified earlier in this document.

Transportation Analysis

The following table (**Table 9**) details transportation metrics associated with the proposed development as a result of the approval of the SAP. The following assumptions were made to calculate a new net trips value reflective of the anticipated increase in trips due to the proposed increase in allowable development:

Square Footage Factor – The percentage increase in square footage for allowable development from the current development standards to the proposed TEC-Local development standards for the subject area was calculated to better forecast trips per day within the area. The proposed development standard of a maximum base 1.5 FAR for areas with medium development potential (Table 8) was used to provide a more conservative estimate of development that could occur in the area over time.

DRAFT

50% Reduction Factor – This factor was used in alignment with the requirements set forth by Forward Pinellas. Internal capture rates were assumed to be included in this reduction factor.

5% Mode Split Reduction Factor – Due to the proximity of the SAP area to the Pinellas Trail and the 22nd Street SunRunner station, a 5% mode split reduction factor was applied. This percentage is consistent with the percentage of people commuting to work by modes of transportation other than a car for St. Petersburg based on the 2022 American Community Survey 5-year estimates.

The potential projected trips per day for the SAP area including the above-mentioned assumptions is 27,020 trips.

Table 9: Daily Trips - Proposed Land Use Categories with Assumptions

Development Potential Acres	57.98
Trips per Day per Acre (Industrial)	246
Square Footage Percent Increase (Projected Development – Medium Condition)	399%
Trips per Day with 50% Reduction Factor and 5% Mode Split Reduction Factor	27,020

The net new daily trips for the SAP area is 12,757 trips and is based on the estimated distribution on the adjacent road network. To provide a conservative estimate, 15% of the net new trips are assumed to travel on 1st Avenue South and 6% of the net new trips are assumed to travel on 20th Street North, as shown in **Table 10**. The net new daily trips were adjusted using a peak hour factor of 9.5%, consistent with the peak hour volumes provided by Forward Pinellas, and added to the existing peak hour volume. As shown in **Table 10**, the roadways operate at an acceptable LOS D or better.

Table 10: Level of Service Standards with Net New Trips

Roadway	2022 AADT	Net New Daily Trips	Peak Hour Future Volume	Peak Hour Capacity	V/C	LOS
10 - 1ST AVE S: (34TH ST S -to- 16TH ST S)	11,500	1,913	1,274	1,543	0.826	D
134 - 20TH ST N: (1ST AVE N -to- 5TH AVE N)	4,000	765	282	1,470	0.192	C

DRAFT

CITY OF ST. PETERSBURG
COMMUNITY PLANNING & PRESERVATION COMMISSION
PUBLIC HEARING

Council Chambers, City Hall **May 14, 2024**
175 – 5th Street North **Tuesday**
St. Petersburg, Florida 33701 **2:00 P.M.**

MEETING MINUTES

Present:	Lisa Wannemacher, Chair Robert "Bob" Jeffrey, Vice-Chair Ashley Marbet Shannon Nelson Cassie Gardner *(left meeting at 4:00 p.m.)* Manita Moultrie *(left meeting at 5:20 p.m.)* Will Michaels, Alternate Joseph Magnello, Alternate
Commissioners Absent:	Abel Carrasco
Staff Present:	James Corbett, City Development Administrator Elizabeth Abernethy, Director of Planning & Development Services Department Derek Kilborn, Manager, Urban Planning & Historic Preservation Division Brejesh Prayman, Engineering Director Evan Mory, Transportation and Parking Management Director Thomas Whalen, Transportation Planning Coordinator Britton Wilson, Planner II Braydon Evans, Planner II Andrew Jurewicz, Planner II Kelly Perkins, Historic Preservationist II Cindy Kochanek, Historic Preservationist II Heather Judd, Assistant City Attorney Michael Dema, Assistant City Attorney Sarah Lucker, Assistant City Attorney Iris Winn, Clerk Katherine Connell, Administrative Assistant

The public hearing was called to order at 2:00 p.m., a quorum was present.

I. OPENING REMARKS OF CHAIR

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE AND SWEARING IN OF WITNESSES

IV. MINUTES (Approval of April 9, 2024, Minutes)

The minutes from the April 9, 2024, meeting were approved unanimously.

V. PUBLIC COMMENTS

No public comments were made during this portion of the meeting.

VI. QUASI-JUDICIAL HEARING

4. City File: FLUM-67 City Staff: Britton Wilson | 727-551-3542

Request (2:49:39): City-initiated request for an amendment to the Future Land Use Map and Official Zoning Map to apply the SunRunner Target Employment Center (TEC) – local Overlay to a 58-acre area located to the south of the 22nd Street South SunRunner BRT Station.

City Staff Presentation (2:50:31):

Britton Wilson gave a PowerPoint presentation based on the Staff Report.

Discussion held prior to Executive Session (2:54:53):

Madam Chair Wannemacher: Thank you. Any questions for Ms. Britton…Ms. Wilson? Questions? I have a question. Is there anything that is going to be done to encourage…what kind of mobility pathways will link, you know, the southern part of that overlay back up to the SunRunner? I know we've got the Pinellas County Trail running diagonally through that overlay. Is there anything else in terms of bicycle paths or expanded sidewalks or ensuring that there are sidewalks running north and south? Question. Okay, yes.

Derek Kilborn: Of course there's the Warehouse Arts District Action Plan that was previously developed and approved that talked in part about connectivity through the district. As these changes move forward, both the city and the Warehouse Arts District Association will be better positioned to act on some of the recommendations in that action plan. Second, there is a companion application regarding Land Development Regulations and in that section, there are additional design standards intended to enhance connectivity along the 22nd Street corridor. Any proposed development that is taking place on that corridor will have to design to an elevated sense of requirements that just reinforce the streetscape pedestrian nature there both in design of storefronts and kind of sidewalk space and connection. It's being addressed through Land Development Regulations, Design Standards and through the action plan itself, but there isn't to my knowledge, a specific, let's say…a transit plan. You know, on this date, a transit connection will be added so there isn't a defined schedule, but there are things in here to try to reinforce that connectivity.

Madam Chair Wannemacher: Let's go to the public hearing first. I apologize. I do have a card here. Joe Furst, please. State your name, your address, and that you have been sworn in, please. Yeah, over here.

Public Comment (2:48:50):

1. Joe Furst, 423rd Street South, spoke in favor of the proposal.
2. Tom Black, 415 24th Street South, spoke in opposition to the proposal.

Cross Examination (2:53:29):

City Staff, Britton Wilson, waived.

Rebuttal/Closing Remarks (2:53:33):

City Staff, Britton Wilson, waived.

Derek Kilborn stated that there are multiple applications that are moving forward as it relates to this larger initiative. One of them is an LDR Text Amendment that went to the Development Review Commission and as part of that package, the Development Review Commission received a very large binder of background and backup information that has been provided to the city from different stakeholders over several years' time. The Palmetto Park Neighborhood Association, I don't profess to speak for them, but they have been an active participant in the process. They have hosted at least one neighborhood association meeting that we attended and presented to. Also, in response to the LDR package, they did provide some letter of support for the discussion that was happening and then they provided some specific recommendations related to the actual southern boundary of the proposed district and the way that building heights would be addressed. The Palmetto Park Neighborhood Association has been an active partner in the discussions that have taken place over these few years and that is reflected more in the support material for the LDR package. You don't not have a letter, a direct letter of support from the neighborhood association in response to this specific application. I do…just want to be clear about that.

Madam Chair Wannemacher asked that the map be shown again to see where the Palmetto Park Neighborhood is on one of the maps.

Britton Wilson stated that it is generally to the west of the proposed overlay and showed the backup map for the heights. Ms. Wilson stated that in response to participation with the Palmetto Park Neighborhood, the western side of the overlay has heights restricted to only 35-feet, because to the west is single-family homes. Ms. Wilson added that to maintain some compatibility, the height is restricted there as opposed to 86-feet near the 22nd Street corridor.

Commissioner Nelson asked, in reference to the zoning map, if there was a reason why the Deuces Townhouse project by the city isn't included in that.

Derek Kilborn stated that it's the existing zoning and Future Land Use Map category and in this case the Target Employment Center Overlay is sitting on top of industrial zoned land because that carveout is currently zoned CCT (Corridor Commercial Traditional) and was not included in this particular proposal, but that is a very legitimate question. If that area was still zoned Industrial Traditional, it most certainly would have been included here, but it comes down to the existing zoning and Land Use not being industrial.

Motion: Commissioner Marbet moved approval of recommendation that the Community Planning and Preservation Commission in its capacity as the Local Planning Agency make a finding of consistency with the Comprehensive Plan and recommend to City Council approval of the Comprehensive Plan Future Land Map Amendment described in the city staff report, to include the change to the Official Zoning Map.

Commissioner Nelson, Second.

Madam Chair Wannemacher thanked Mr. Blatt for coming out and sitting through the long meeting. She encouraged him to continue to stay involved and to work with the community, neighborhood associations, the planners, developers, and builders.

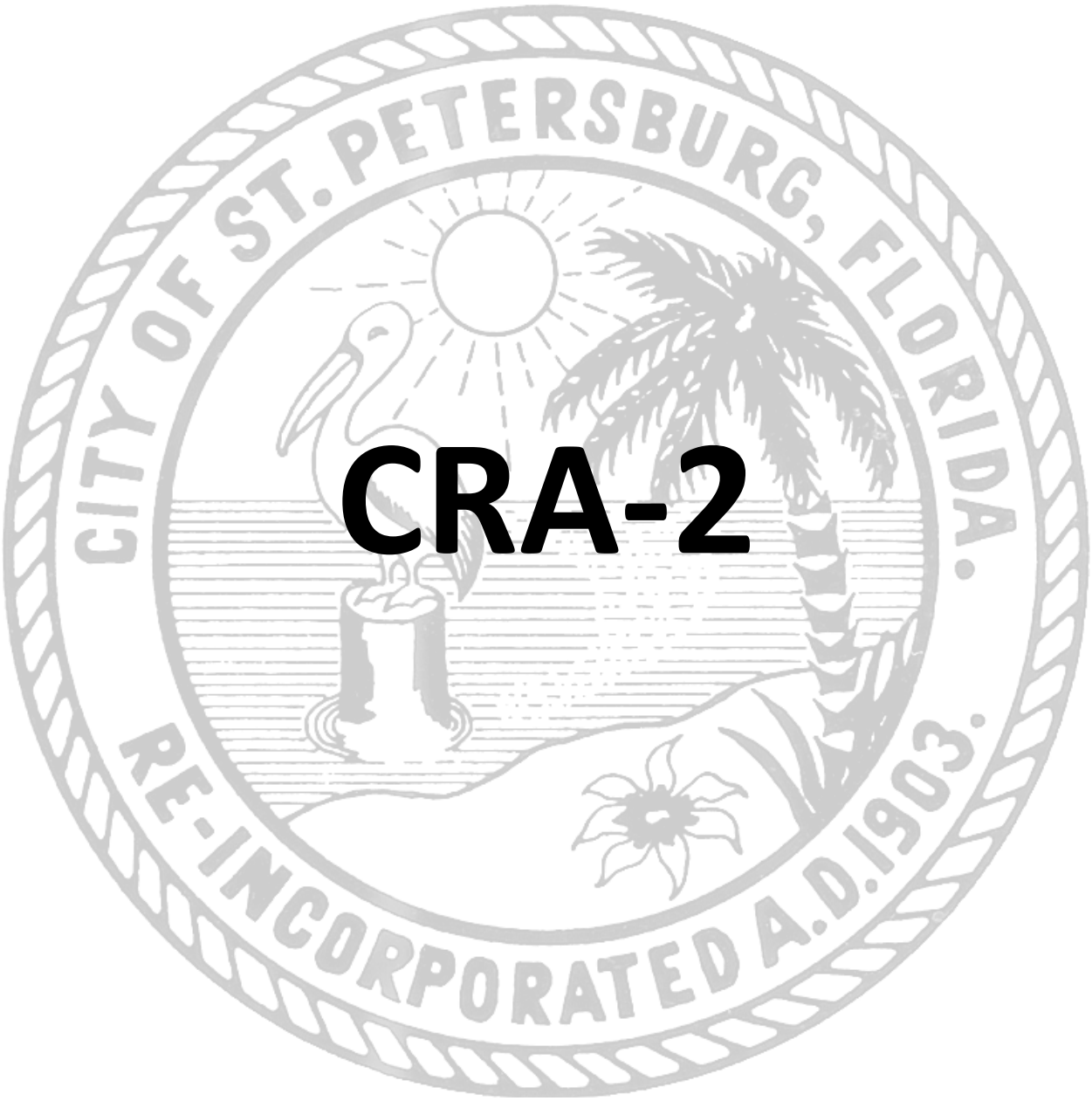
YES – 6 – **Wannemacher, Marbet, Moultrie, Nelson, Michaels, Magnello.**
NO – 0 – **None.**

Motion approved by a unanimous vote of the Commission.

VII. UPDATES AND ANNOUNCEMENTS

VIII. ADJOURNMENT at 7:07 P.M.

The following page(s) contain the backup material for Agenda Item: Approval of a Resolution finding 1) that the disposition of Lot 3, Block 1, WEBB CITY REPLAT, together with the southerly one-half of the vacated 2nd Avenue South right-of-way, vacated pursuant to Ordinance No. 480-V, located at approximately 298 Dr. Martin Luther King Jr. Street South, St. Petersburg, by an Agreement for Sale and Purchase for a price of $10,000,000.00, to TLP RE MF III-IV Saint Petersburg I Owner, LLC, a Delaware limited liability company ("Disposition"), is consistent with the Intown Redevelopment Plan; 2) recommending approval of the Disposition to the City Council of the City of St. Petersburg, Florida; and providing an effective date.
Please scroll down to view the backup material.



CRA-2

REVISED

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF ST. PETERSBURG

Meeting of September 5, 2024

SUBJECT

Approval of a Resolution finding that the disposition of Lot 3, Block 1, WEBB CITY REPLAT, together with the southerly one-half of the vacated 2nd Avenue South right-of-way, vacated pursuant to Ordinance No. 480-V, located at approximately 298 Dr. Martin Luther King Jr. Street South, St. Petersburg, by an Agreement for Sale and Purchase for a price of $10,000,000.00, to TLP RE MF III-IV Saint Petersburg I Owner, LLC, a Delaware limited liability company ("Disposition"), is consistent with the Intown Redevelopment Plan; 2) recommending approval of the Disposition to the City Council of the City of St. Petersburg, Florida; and providing an effective date.

BACKGROUND

The subject property is located within the Intown Redevelopment Plan Area ("Plan Area"). The Intown Redevelopment Plan ("IRP") was adopted on March 18, 1982 by City Council's approval of Ordinance No. 557-F to address blight and slum conditions, consistent with Section 163.362 FS. The IRP provides mechanisms and programs for coordinating and facilitating public and private improvements to encourage revitalization. The IRP covers over 309 acres, excluding rights-of-way.

The Community Redevelopment Agency ("Agency") was established to implement the IRP. To achieve the goals of the redevelopment plan and to combat slum and blight, the CRA is tasked with the following: acquisition of property, demolition, rehabilitation, relocation of effected occupants, construction of public improvements, sale of property, administration, establishing design guidelines and management of property.

The objectives of the IRP include encouraging and reinforcing development, the development of integrated transportation systems and ensuring that (re)development reinforces and maintains historic, cultural and aesthetic integrity.

Under the IRP, and to the extent permitted by law, the Agency is authorized to dispose of real property in accordance with Florida Statute Chapter 163 and in compliance with the CRA Plan. Should any real property be owned, leased or otherwise come under the control of the City of St. Petersburg ("City"), the City's administrative staff will conduct supervision and management, and the City shall enter into contracts, leases or management agreements as necessary to ensure the preservation and maintenance of any such real property to ensure the greatest return feasible to the Agency.

PRESENT SITUATION

In April 1981, the City of St. Petersburg ("City") acquired property located at approximately 298 Dr. Martin Luther King Jr. Street South, St. Petersburg ("Property"), On September 20, 1984, City Council approved Vacation Ordinance No. 480-V, vacating a portion of the 2nd Avenue South right-of-way between 8th Street South and Dr. Martin Luther King Jr. Street South ("Vacation"), of which Vacation immediately abuts the Property to the north. As a condition of the Vacation, portions of the vacated right-of-way segments, the Property, and the City-owned property located on the north side of the Vacation were re-platted, defined as Lots 1 thru 3, Block 1, WEBB CITY REPLAT.

Pursuant to the IRP, on June 14, 1985, City Council approved Resolution No. 85-409, authorizing the City to enter into a development agreement with Morris Developments,

Inc, a Texas corporation, ("Morris"), dated January 31, 1986 ("Morris Agreement"), as subsequently amended, for the conveyance and redevelopment of City-owned property within the Plan Area, of which the Property is a part of.

In 1986, the City and Peninsula Motor Club, Inc., a Florida corporation ("Peninsula"), had a mutual desire to ensure that Peninsula secured a location within the downtown St. Petersburg area to serve as Peninsula's Pinellas County base of operations. Subsequently, Peninsula identified the property located at 800 - 2nd Avenue South, St. Petersburg, to serve as their new location, subject to Peninsula securing parking spaces within the Plan Area.

On March 12, 1987, City Council approved Resolution No. 87-222, authorizing a second amendment to the Morris Agreement to allow Morris to enter into a lease agreement with Peninsula, dated May 21, 1987 ("Parking Lease"), as subsequently assigned, to accommodate Peninsula's parking needs.

In March 1991, the Morris Agreement automatically terminated due to Morris's failure to meet the terms and conditions of the agreement. As a result of the termination, the City, as the fee simple owner of the Property, became the lessor of the Parking Lease, which includes the following terms and conditions:

- 99-year Lease term, commencing on October 1, 1987 and expiring on September 30, 2086.
- Tenant to pay rent in the current amount of $21,068.40 annually, payable in equal monthly installments of $1,755.70, plus applicable sales tax. The rent is subject to adjustment every five (5) years in accordance with the percentage change of the Consumer Price Index.
- Tenant is responsible for all maintenance and repairs associated with the premises.
- The City is responsible for paying annual property taxes, with the most recent tax bill for 2023 paid in the amount of $56,426.69.

In November 2022, TLP RE MF III-IV Saint Petersburg I Owner, LLC, a Delaware limited liability company ("TLP") acquired the property at 800 – 2nd Avenue South ("TLP Property") from United Insurance Holdings Corp, which was the prior tenant under the Parking Lease. Upon the conveyance of the TLP Property, the Parking Lease was assigned to TLP, with TLP assuming all responsibilities as the tenant.

In March 2023, the City received an unsolicited offer from Third Lake Partners, an affiliated entity of TLP, to acquire the Property. In response to the unsolicited offer from TLP and in accordance with the CRA guidelines for the disposition of City property within a CRA, the City advertised a 30-day notice of its intent to sell the Property and invite alternative proposals due to the Property being located within the Plan Area. Upon the expiration of the 30-day notice on May 31, 2023, the City received one (1) alternative proposal from Alexander Goshen.

In May 2023, the City obtained two (2) appraisals to determine the market value of the Property, resulting in Wesley Sanders, MAI, Entreken and Associates, determining the market value of the Property to be $17,940,000 for the unencumbered fee simple interest, and $16,385,000 for the leased fee simple interest. Dick Tobias, MAI, Tobias Realty Advisors determined the market value of the Property to be $17,965,000 for the unencumbered fee simple interest and $15,000,000 for the leased fee interest.

Subsequently, the City and TLP negotiated the terms and conditions of an Agreement for Sale and Purchase ("Purchase Agreement") for the Property, more particularly described as follows:

Description:	Lot 3, Block 1, WEBB CITY REPLAT, according to the map or plat thereof, recorded at Plat Book 90, Page 74, in the Public Records of Pinellas County, Florida. Together with the southerly one-half of the vacated 2nd Avenue South right-of-way, vacated pursuant to Ordinance No. 480-V, recorded on O.R. Book 5858, Page 2064, of the public records of Pinellas County, Florida.
Pinellas County I.D. No.:	A portion of 19/31/17/95365/001/0010
Property Size:	±1.50 Acres
Zoning:	DC-1 Downtown Center

The Purchase Agreement includes the following terms and conditions:

- Sale Price: $10,000,000.00
- Escrow Deposit: TLP shall deposit $100,000 as an escrow deposit within five (5) days from the effective date of the Purchase Agreement.
- Due Diligence: TLP shall have up to ninety (90) days from the effective date of the Purchase Agreement to perform surveys, inspections and studies on the Property.
- Closing Date: The closing and conveyance of the Property shall occur within thirty (30) days from the expiration of the due diligence period.
- Costs to TLP: TLP shall be responsible for paying the documentary stamp taxes on the deed, title commitment, title insurance, survey, closing fees and recording of the deed.
- Costs to City: The City shall be responsible for recording fees and other charges, if any, for recording corrective instruments.

Due to the vacated 2nd Avenue South right-of-way anticipated to be a main thoroughfare into the Historic Gas Plant Development, as a condition of the sale and conveyance of the Property, TLP shall grant an easement to the City for public ingress and egress on, over and across the south half of the vacated portion of 2nd Avenue South (a) abutting the north side of the Property and (b) abutting the north side of the adjacent TLP Property, ("Easement Agreement") (collectively "Second Avenue Parcel"). The Easement Agreement shall allow the City to make improvements to the right-of-way until such time as the Second Avenue Parcel is dedicated as a public right-of-way.

At the time of or prior to the sale and conveyance of the Property, the City shall record a restrictive covenant ("Restrictive Covenant") on the Property requiring the following: (a) TLP to construct a mixed-use development on the Property, which may include but shall not be limited to residential, office, retail, and hotel uses ("Project"); (b) TLP shall commence construction on the Property within five (5) years after the Restrictive Covenant is recorded; (c) TLP shall pay liquidated damages in the amount of Four Thousand One Hundred Sixty-six dollars and Sixty-seven cents ($4,166.67) for each month of delay in the commencement of construction of the Project; and (d) upon the commencement of construction of the Project, TLP shall dedicate a public right-of-way on, over, and across the entire Second Avenue Parcel, unless the Mayor and TLP otherwise agree in writing before commencement of construction of the Project to substitute an easement in lieu of the granting of a portion of the public right-of-way.

The sale and conveyance of the Property to TLP at the proposed purchase price was determined to be fair value by the City, due to several factors which include the following: (a) the obligation of the City or City's successors in ownership to provide ninety (90) ground level parking spaces on the Property to TLP or TLP's successors in ownership of the TLP Property until the expiration of the Parking Lease in September 30, 2086; (b) the terms and conditions of the Parking Lease impact the options for vertical development of the Property by requiring the parking spaces to be provided at ground level; (c) the property tax liability incurred by the City or any successor in fee simple ownership of the Property exceeds the rental income; (d) TLP is granting an Easement Agreement in favor of the City for the Second Avenue Parcel, of which approximately half of the Second Avenue Parcel is currently owned in fee simple by TLP; and (e) TLP is required to dedicate the Second Avenue Parcel as a public right-of-way upon the commencement of construction of their Project, to ensure the 2nd Avenue South can be utilized as a main thoroughfare into the Historic Gas Plant development.

SUMMARY

The transaction described in this report is consistent with the IRP objectives of the CRA as it provides the opportunity to utilize an otherwise underutilized property for the purpose of redevelopment.

RECOMMENDATION

CRA Staff recommends that The Community Redevelopment Agency of the City of St. Petersburg, Florida adopt the attached Resolution finding 1) that the disposition of Lot 3, Block 1, WEBB CITY REPLAT, together with the southerly one-half of the vacated 2nd Avenue South right-of-way, vacated pursuant to Ordinance No. 480-V, located at approximately 298 Dr. Martin Luther King Jr. Street South, St. Petersburg, by an Agreement for Sale and Purchase for a price of $10,000,000.00, to TLP RE MF III-IV Saint Petersburg I Owner, LLC, a Delaware limited liability company ("Disposition"), 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; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Revenues in the amount of $10,000,000 are to be received from TLP RE MF III-IV Saint Petersburg I Owner, LLC and deposited into the General Fund (0001). These revenues will be used to repay the short-term loan from the Economic Stability Fund (0008) to the General Fund (0001) for the Deuces T/H & Comm Development Project and fund future housing capital improvement

projects. Funding will be available for these uses after the approval of transfers in the amount of $5,980,000 from the unappropriated balance of the General Fund (0001) to the Economic Stability Fund (0008) to repay the short-term loan for the Deuces T/H & Comm Development Project and in the amount of $4,020,000 from the unappropriated balance of the General Fund (0001) to the Housing Capital Improvement Fund (3000) for affordable housing capital projects.

ATTACHMENT: Resolution

CRA RESOLUTION NO. 2024 -___

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ST. PETERSBURG, FLORIDA FINDING THAT THE DISPOSITION OF LOT 3, BLOCK 1, WEBB CITY REPLAT, TOGETHER WITH THE SOUTHERLY ONE-HALF OF THE VACATED 2ND AVENUE SOUTH RIGHT-OF-WAY, VACATED PURSUANT TO ORDINANCE NO. 480-V, LOCATED AT APPROXIMATELY 298 DR. MARTIN LUTHER KING JR. STREET SOUTH, ST. PETERSBURG, BY AN AGREEMENT FOR SALE AND PURCHASE FOR A PURCHASE PRICE OF $10,000,000.00, TO TLP RE MF III-IV SAINT PETERSBURG I OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("DISPOSITION"), IS CONSISTENT WITH THE INTOWN REDEVELOPMENT PLAN; RECOMMENDING APPROVAL OF THE DISPOSITION TO THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City-owned property located at approximately 298 Dr. Martin Luther King Jr. Street South, St. Petersburg ("Property") is located within the Intown Redevelopment Area; and

WHEREAS, the Intown Redevelopment Plan ("IRP") was adopted in March of 1982 to address blight and slum conditions, consistent with Chapter 163, Florida Statues; and

WHEREAS, the Community Redevelopment Agency of St. Petersburg, Florida ("Agency") was established to implement the IRP, to achieve the goals of such plan and to combat slum and blight; and

WHEREAS, the Agency is authorized to dispose of real property in accordance with Chapter 163, Florida Statutes and in compliance with the IRP; and

WHEREAS, in March, 2023, the City of St. Petersburg, Florida (“City”) received an unsolicited offer from Third Lake Partners, an affiliated entity of TLP RE MF III-VI Saint Petersburg I Owner, LLC (“TLP”), to acquire the Property; and

WHEREAS, in response to the unsolicited offer, the City advertised a 30-day notice to the public of the City's intent to dispose of the Property in accordance with the requirements of section 163.380, Florida Statutes; and

WHEREAS, the City received one alternative proposal in response to the 30-day notice; and

WHEREAS, the Mayor, after considering the unsolicited offer and the alternative proposal received in response to the 30-day notice, selected the offer from TLP and proceeded to negotiate with TLP; and

WHEREAS, the City and TLP have negotiated an Agreement for Sale and Purchase and Restrictive Covenant; and

WHEREAS, sale and conveyance of the Property to TLP at the proposed purchase price was determined to be fair value by the City Administration; and

WHEREAS, the transaction described in this report is consistent with Florida Statues, Chapter 163, Part III, insofar as it is intended that this disposition is authorized by statute, and the IRP Plan objectives of the Intown Redevelopment Area as it provides the opportunity to utilize an otherwise underutilized property for the purpose of redevelopment; and

WHEREAS, the Agency recommends approval of this Resolution.

NOW THEREFORE, BE IT RESOLVED by the Community Redevelopment Agency of the City of St. Petersburg, Florida ("Agency"), that the Agency finds that the disposition of Lot 3, Block 1, WEBB CITY REPLAT, together with the southerly one-half of the vacated 2nd Avenue South right-of-way, vacated pursuant to Ordinance No. 480-V, located at approximately 298 Dr. Martin Luther King Jr. Street South, St. Petersburg, by an Agreement for Sale and Purchase for a purchase price of $10,000,000.00, to TLP RE MF III-IV Saint Petersburg I Owner, LLC, a Delaware limited liability company ("Disposition"), is consistent with the Intown Redevelopment Plan.

BE IT FURTHER RESOLVED that the Agency recommends approval of the Disposition to the City Council of the City of St. Petersburg, Florida.

This Resolution becomes effective immediately upon its adoption.

Legal:

City Attorney (Designee) 00764113

City Development Administration:

James Corbett, Administrator

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF ST. PETERSBURG

Meeting of September 5, 2024

SUBJECT

Approval of a Resolution finding 1) that the disposition of Lot 3, Block 1, WEBB CITY REPLAT, together with the southerly one-half of the vacated 2nd Avenue South right-of-way, vacated pursuant to Ordinance No. 480-V, located at approximately 298 Dr. Martin Luther King Jr. Street South, St. Petersburg, by an Agreement for Sale and Purchase for a price of $10,000,000.00, to TLP RE MF III-IV Saint Petersburg I Owner, LLC, a Delaware limited liability company ("Disposition"), is consistent with the Intown Redevelopment Plan; 2) recommending approval of the Disposition to the City Council of the City of St. Petersburg, Florida; and providing an effective date.

BACKGROUND

The subject property is located within the Intown Redevelopment Plan Area ("Plan Area"). The Intown Redevelopment Plan ("IRP") was adopted on March 18, 1982 by City Council's approval of Ordinance No. 557-F to address blight and slum conditions, consistent with Section 163.362 FS. The IRP provides mechanisms and programs for coordinating and facilitating public and private improvements to encourage revitalization. The IRP covers over 309 acres, excluding rights-of-way.

The Community Redevelopment Agency ("Agency") was established to implement the IRP. To achieve the goals of the redevelopment plan and to combat slum and blight, the CRA is tasked with the following: acquisition of property, demolition, rehabilitation, relocation of effected occupants, construction of public improvements, sale of property, administration, establishing design guidelines and management of property.

The objectives of the IRP include encouraging and reinforcing development, the development of integrated transportation systems and ensuring that (re)development reinforces and maintains historic, cultural and aesthetic integrity.

Under the IRP, and to the extent permitted by law, the Agency is authorized to dispose of real property in accordance with Florida Statute Chapter 163 and in compliance with the CRA Plan. Should any real property be owned, leased or otherwise come under the control of the City of St. Petersburg ("City"), the City's administrative staff will conduct supervision and management, and the City shall enter into contracts, leases or management agreements as necessary to ensure the preservation and maintenance of any such real property to ensure the greatest return feasible to the Agency.

PRESENT SITUATION

In April 1981, the City of St. Petersburg ("City") acquired property located at approximately 298 Dr. Martin Luther King Jr. Street South, St. Petersburg ("Property"), On September 20, 1984, City Council approved Vacation Ordinance No. 480-V, vacating a portion of the 2nd Avenue South right-of-way between 8th Street South and Dr. Martin Luther King Jr. Street South ("Vacation"), of which Vacation immediately abuts the Property to the north. As a condition of the Vacation, portions of the vacated right-of-way segments, the Property, and the City-owned property located on the north side of the Vacation were re-platted, defined as Lots 1 thru 3, Block 1, WEBB CITY REPLAT.

Pursuant to the IRP, on June 14, 1985, City Council approved Resolution No. 85-409, authorizing the City to enter into a development agreement with Morris Developments,

Inc, a Texas corporation, ("Morris"), dated January 31, 1986 ("Morris Agreement"), as subsequently amended, for the conveyance and redevelopment of City-owned property within the Plan Area, of which the Property is a part of.

In 1986, the City and Peninsula Motor Club, Inc., a Florida corporation ("Peninsula"), had a mutual desire to ensure that Peninsula secured a location within the downtown St. Petersburg area to serve as Peninsula's Pinellas County base of operations. Subsequently, Peninsula identified the property located at 800 - 2nd Avenue South, St. Petersburg, to serve as their new location, subject to Peninsula securing parking spaces within the Plan Area.

On March 12, 1987, City Council approved Resolution No. 87-222, authorizing a second amendment to the Morris Agreement to allow Morris to enter into a lease agreement with Peninsula, dated May 21, 1987 ("Parking Lease"), as subsequently assigned, to accommodate Peninsula's parking needs.

In March 1991, the Morris Agreement automatically terminated due to Morris's failure to meet the terms and conditions of the agreement. As a result of the termination, the City, as the fee simple owner of the Property, became the lessor of the Parking Lease, which includes the following terms and conditions:

- 99-year Lease term, commencing on October 1, 1987 and expiring on September 30, 2086.
- Tenant to pay rent in the current amount of $21,068.40 annually, payable in equal monthly installments of $1,755.70, plus applicable sales tax. The rent is subject to adjustment every five (5) years in accordance with the percentage change of the Consumer Price Index.
- Tenant is responsible for all maintenance and repairs associated with the premises.
- The City is responsible for paying annual property taxes, with the most recent tax bill for 2023 paid in the amount of $56,426.69.

In November 2022, TLP RE MF III-IV Saint Petersburg I Owner, LLC, a Delaware limited liability company ("TLP") acquired the property at 800 – 2nd Avenue South ("TLP Property") from United Insurance Holdings Corp, which was the prior tenant under the Parking Lease. Upon the conveyance of the TLP Property, the Parking Lease was assigned to TLP, with TLP assuming all responsibilities as the tenant.

In March 2023, the City received an unsolicited offer from Third Lake Partners, an affiliated entity of TLP, to acquire the Property. In response to the unsolicited offer from TLP and in accordance with the CRA guidelines for the disposition of City property within a CRA, the City advertised a 30-day notice of its intent to sell the Property and invite alternative proposals due to the Property being located within the Plan Area. Upon the expiration of the 30-day notice on May 31, 2023, the City received one (1) alternative proposal from Alexander Goshen.

In May 2023, the City obtained two (2) appraisals to determine the market value of the Property, resulting in Wesley Sanders, MAI, Entreken and Associates, determining the market value of the Property to be $17,940,000 for the unencumbered fee simple interest, and $16,385,000 for the leased fee simple interest. Dick Tobias, MAI, Tobias Realty Advisors determined the market value of the Property to be $17,965,000 for the unencumbered fee simple interest and $15,000,000 for the leased fee interest.

Subsequently, the City and TLP negotiated the terms and conditions of an Agreement for Sale and Purchase ("Purchase Agreement") for the Property, more particularly described as follows:

Description:	Lot 3, Block 1, WEBB CITY REPLAT, according to the map or plat thereof, recorded at Plat Book 90, Page 74, in the Public Records of Pinellas County, Florida. Together with the southerly one-half of the vacated 2nd Avenue South right-of-way, vacated pursuant to Ordinance No. 480-V, recorded on O.R. Book 5858, Page 2064, of the public records of Pinellas County, Florida.
Pinellas County I.D. No.:	A portion of 19/31/17/95365/001/0010
Property Size:	±1.50 Acres
Zoning:	DC-1 Downtown Center

The Purchase Agreement includes the following terms and conditions:

- Sale Price: $10,000,000.00
- Escrow Deposit: TLP shall deposit $100,000 as an escrow deposit within five (5) days from the effective date of the Purchase Agreement.
- Due Diligence: TLP shall have up to ninety (90) days from the effective date of the Purchase Agreement to perform surveys, inspections and studies on the Property.
- Closing Date: The closing and conveyance of the Property shall occur within thirty (30) days from the expiration of the due diligence period.
- Costs to TLP: TLP shall be responsible for paying the documentary stamp taxes on the deed, title commitment, title insurance, survey, closing fees and recording of the deed.
- Costs to City: The City shall be responsible for recording fees and other charges, if any, for recording corrective instruments.

Due to the vacated 2nd Avenue South right-of-way anticipated to be a main thoroughfare into the Historic Gas Plant Development, as a condition of the sale and conveyance of the Property, TLP shall grant an easement to the City for public ingress and egress on, over and across the south half of the vacated portion of 2nd Avenue South (a) abutting the north side of the Property and (b) abutting the north side of the adjacent TLP Property, ("Easement Agreement") (collectively "Second Avenue Parcel"). The Easement Agreement shall allow the City to make improvements to the right-of-way until such time as the Second Avenue Parcel is dedicated as a public right-of-way.

At the time of or prior to the sale and conveyance of the Property, the City shall record a restrictive covenant ("Restrictive Covenant") on the Property requiring the following: (a) TLP to construct a mixed-use development on the Property, which may include but shall not be limited to residential, office, retail, and hotel uses ("Project"); (b) TLP shall commence construction on the Property within five (5) years after the Restrictive Covenant is recorded; (c) TLP shall pay liquidated damages in the amount of Four Thousand One Hundred Sixty-six dollars and Sixty-seven cents ($4,166.67) for each month of delay in the commencement of construction of the Project; and (d) upon the commencement of construction of the Project, TLP shall dedicate a public right-of-way on, over, and across the entire Second Avenue Parcel, unless the Mayor and TLP otherwise agree in writing before commencement of construction of the Project to substitute an easement in lieu of the granting of a portion of the public right-of-way.

The sale and conveyance of the Property to TLP at the proposed purchase price was determined to be fair value by the City, due to several factors which include the following: (a) the obligation of the City or City's successors in ownership to provide ninety (90) ground level parking spaces on the Property to TLP or TLP's successors in ownership of the TLP Property until the expiration of the Parking Lease in September 30, 2086; (b) the terms and conditions of the Parking Lease impact the options for vertical development of the Property by requiring the parking spaces to be provided at ground level; (c) the property tax liability incurred by the City or any successor in fee simple ownership of the Property exceeds the rental income; (d) TLP is granting an Easement Agreement in favor of the City for the Second Avenue Parcel, of which approximately half of the Second Avenue Parcel is currently owned in fee simple by TLP; and (e) TLP is required to dedicate the Second Avenue Parcel as a public right-of-way upon the commencement of construction of their Project, to ensure the 2nd Avenue South can be utilized as a main thoroughfare into the Historic Gas Plant development.

SUMMARY

The transaction described in this report is consistent with the IRP objectives of the CRA as it provides the opportunity to utilize an otherwise underutilized property for the purpose of redevelopment.

RECOMMENDATION

CRA Staff recommends that The Community Redevelopment Agency of the City of St. Petersburg, Florida adopt the attached Resolution finding 1) that the disposition of Lot 3, Block 1, WEBB CITY REPLAT, together with the southerly one-half of the vacated 2nd Avenue South right-of-way, vacated pursuant to Ordinance No. 480-V, located at approximately 298 Dr. Martin Luther King Jr. Street South, St. Petersburg, by an Agreement for Sale and Purchase for a price of $10,000,000.00, to TLP RE MF III-IV Saint Petersburg I Owner, LLC, a Delaware limited liability company ("Disposition"), 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; and providing an effective date.

ATTACHMENT: Resolution

CRA RESOLUTION NO. 2024 -___

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ST. PETERSBURG, FLORIDA FINDING THAT THE DISPOSITION OF LOT 3, BLOCK 1, WEBB CITY REPLAT, TOGETHER WITH THE SOUTHERLY ONE-HALF OF THE VACATED 2ND AVENUE SOUTH RIGHT-OF-WAY, VACATED PURSUANT TO ORDINANCE NO. 480-V, LOCATED AT APPROXIMATELY 298 DR. MARTIN LUTHER KING JR. STREET SOUTH, ST. PETERSBURG, BY AN AGREEMENT FOR SALE AND PURCHASE FOR A PURCHASE PRICE OF $10,000,000.00, TO TLP RE MF III-IV SAINT PETERSBURG I OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("DISPOSITION"), IS CONSISTENT WITH THE INTOWN REDEVELOPMENT PLAN; RECOMMENDING APPROVAL OF THE DISPOSITION TO THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City-owned property located at approximately 298 Dr. Martin Luther King Jr. Street South, St. Petersburg ("Property") is located within the Intown Redevelopment Area; and

WHEREAS, the Intown Redevelopment Plan ("IRP") was adopted in March of 1982 to address blight and slum conditions, consistent with Chapter 163, Florida Statues; and

WHEREAS, the Community Redevelopment Agency of St. Petersburg, Florida ("Agency") was established to implement the IRP, to achieve the goals of such plan and to combat slum and blight; and

WHEREAS, the Agency is authorized to dispose of real property in accordance with Chapter 163, Florida Statutes and in compliance with the IRP; and

WHEREAS, in March, 2023, the City of St. Petersburg, Florida (“City”) received an unsolicited offer from Third Lake Partners, an affiliated entity of TLP RE MF III-VI Saint Petersburg I Owner, LLC (“TLP”), to acquire the Property; and

WHEREAS, in response to the unsolicited offer, the City advertised a 30-day notice to the public of the City's intent to dispose of the Property in accordance with the requirements of section 163.380, Florida Statutes; and

WHEREAS, the City received one alternative proposal in response to the 30-day notice; and

WHEREAS, the Mayor, after considering the unsolicited offer and the alternative proposal received in response to the 30-day notice, selected the offer from TLP and proceeded to negotiate with TLP; and

WHEREAS, the City and TLP have negotiated an Agreement for Sale and Purchase and Restrictive Covenant; and

WHEREAS, sale and conveyance of the Property to TLP at the proposed purchase price was determined to be fair value by the City Administration; and

WHEREAS, the transaction described in this report is consistent with Florida Statues, Chapter 163, Part III, insofar as it is intended that this disposition is authorized by statute, and the IRP Plan objectives of the Intown Redevelopment Area as it provides the opportunity to utilize an otherwise underutilized property for the purpose of redevelopment; and

WHEREAS, the Agency recommends approval of this Resolution.

NOW THEREFORE, BE IT RESOLVED by the Community Redevelopment Agency of the City of St. Petersburg, Florida ("Agency"), that the Agency 1) finds that the disposition of Lot 3, Block 1, WEBB CITY REPLAT, together with the southerly one-half of the vacated 2nd Avenue South right-of-way, vacated pursuant to Ordinance No. 480-V, located at approximately 298 Dr. Martin Luther King Jr. Street South, St. Petersburg, by an Agreement for Sale and Purchase for a purchase price of $10,000,000.00, to TLP RE MF III-IV Saint Petersburg I Owner, LLC, a Delaware limited liability company ("Disposition"), is consistent with the Intown Redevelopment Plan.

BE IT FURTHER RESOLVED that the Agency recommends approval of the Disposition to the City Council of the City of St. Petersburg, Florida.

This Resolution becomes effective immediately upon its adoption.

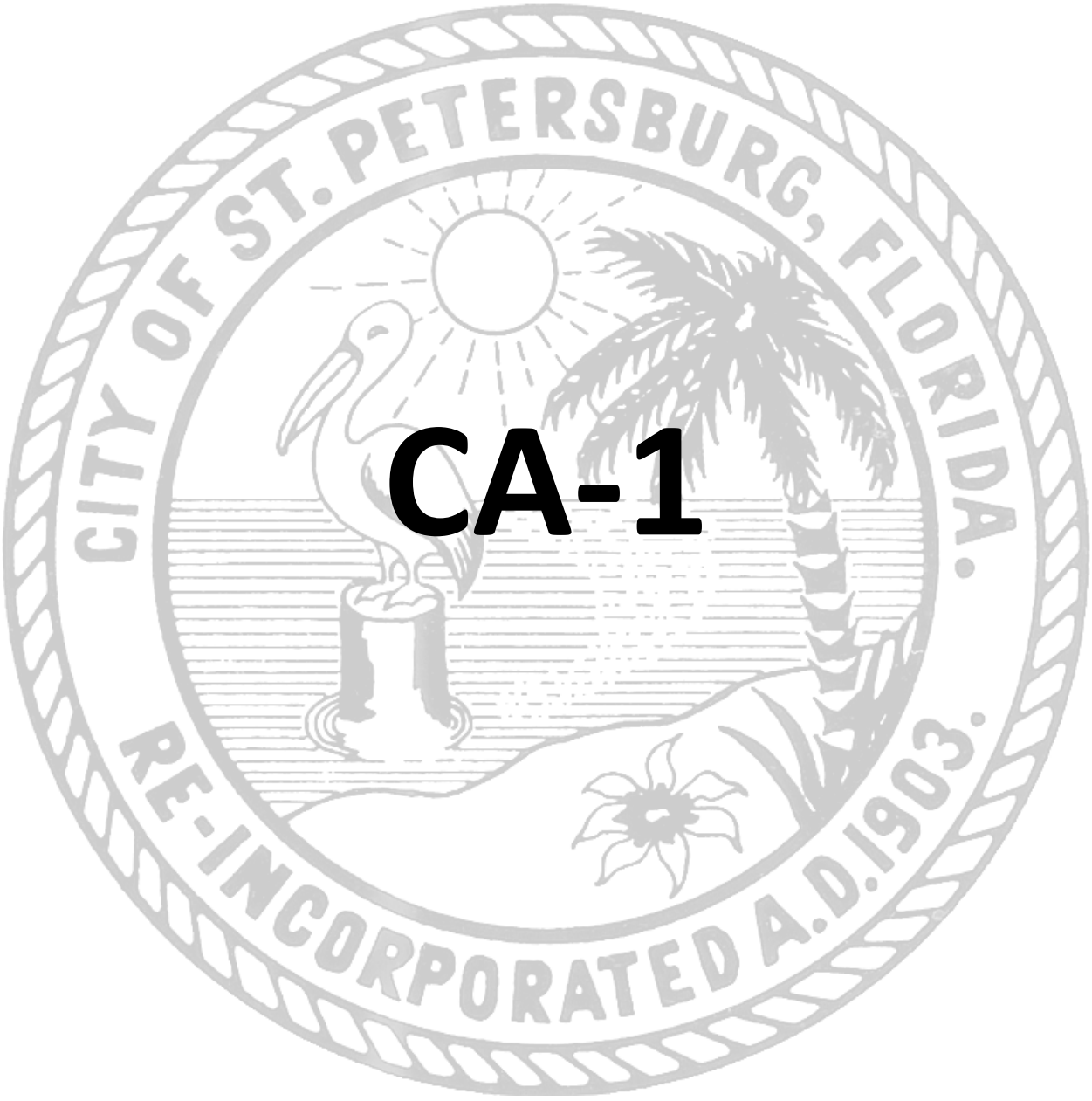
Legal:

City Attorney (Designee) 00763156

City Development Administration:

James Corbett, Administrator

The following page(s) contain the backup material for Agenda Item: Accepting a bid from Mansfield Oil Company of Gainesville Inc. and Petroleum Traders Corporation Inc., to purchase fuel, for the Fleet Management Department, in the amount of $24,000,000.
Please scroll down to view the backup material.



CA-1

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of September 5, 2024

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

Subject: Accepting a bid from Mansfield Oil Company of Gainesville Inc. and Petroleum Traders Corporation Inc., to purchase fuel, for the Fleet Management Department, in the amount of $24,000,000.

Explanation: On April 25, 2024, the City of St. Petersburg joined Hillsborough Area Regional Transit (HART) in a joint bid for fuel transport. The Joint Bid resulted in eight bids for fuel transport for the City of St Peterburg. The other entities in the joint bid included Pinellas Suncoast Transit Authority, Hillsborough County Board of County Commissioners, Pinellas County Board of County Commissioners, and Lakeland Area Mass Transit District. The bids were opened on May 17, 2024.

The vendors will deliver 87 octane unleaded gasoline and ultra-low sulfur diesel No. 2 fuel in transport loads (7,500 gallons or more) to the Fleet Management Department. Fleet Management stores, dispenses, and tracks fuel use for the City's 3,300 vehicles.

The bid pricing is based on a fixed delivery price per gallon. The diesel fuel being delivered will be priced using NYMEX (Heating Oil No. 2) pricing index the day the order is delivered, and unleaded gasoline via Oil Price Information Service (OPIS) daily pricing on the day it is delivered. The OPIS price per gallon is based on the Port of Tampa Gross Contract price (10:00 a.m. feed) published the day the order is delivered. The fuel delivery fee is a fixed rate per gallon delivered and includes applicable taxes.

The Procurement Department, in cooperation with the Fleet Management Department, recommends approval:

Mansfield Oil Company of Gainesville Inc. (Gainesville, GA) ……. $12,000,000
(Diesel, Five years @ 2,400,000 a year)

Petroleum Traders Corporation (Ft. Wayne, IN) ……. $12,000,000
(Gas, Five years @ 2,400,000 a year)

The vendors have met the specifications, terms, and conditions of HART Bid No. IFB-50207, dated April 25, 2024. This purchase is made in accordance with Section 2-198 (a) of the Procurement Code, which authorizes the POD to solicit bids or proposals on behalf of other government entities or may participate with other government entities in a cooperative joint bid process. A blanket purchase agreement will be issued to the vendors and will be binding only for actual product received. This agreement will be effective through September 30, 2029, with no renewals.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Fleet Management Fund (5001), Fleet Department, Fleet Mechanical Costs Division (8002527).

Attachments: Resolution

RESOLUTION NO. 2024-_____

A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF A FIVE-YEAR AGREEMENT TO MANSFIELD OIL COMPANY OF GAINESVILLE INC. FOR THE PURCHASE AND TRANSPORT OF DIESEL FUEL AND ACCEPTING THE BID AND APPROVING THE AWARD OF A FIVE-YEAR AGREEMENT TO PETROLEUM TRADERS CORPORATION INC. FOR THE PURCHASE AND TRANSPORT OF UNLEADED GASOLINE, IN THE TOTAL COMBINED AMOUNT OF $24,000,000 FOR BOTH AGREEMENTS THROUGH SEPTEMBER 30, 2029, UTILIZING HART BID NO. IFB-50207; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg ("City") desires to purchase fuel (diesel and unleaded gasoline) for the Fleet Management Department; and

WHEREAS, Section 2-219 (a) of the St. Petersburg City Code authorizes the City to participate with other governmental entities in a cooperative joint bidding process; and

WHEREAS, Mansfield Oil Company of Gainesville Inc. (diesel fuel) and Petroleum Traders Corporation Inc. (unleaded gasoline) have met the specifications, terms and conditions of Hart Bid No. IFB-50207; and

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the bid is accepted and the award of a five-year agreement to Mansfield Oil Company of Gainesville Inc. for the purchase and transport of diesel fuel is approved, and the bid is accepted and the award of a five-year agreement to Petroleum Traders Corporation Inc. for the purchase and transport of unleaded gasoline is approved, in the total combined amount of $24,000,000 for both agreements through September 30, 2029, utilizing Hart Bid No. IFB-50207.

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:

Sharon Muchmaricy

00763170

DEPARTMENT:

Randall W Johnston

Approvals - gcc
Report • Printed on August 8, 2024

Approved

Consent Approval: Fuel Transport Diesel Unleaded September 5 2024

Hi,

Attached is the consent item for the new fuel contracts for the Fleet Department. Please review and approve so this can go to council for approval on September 5th. .

Thank you,

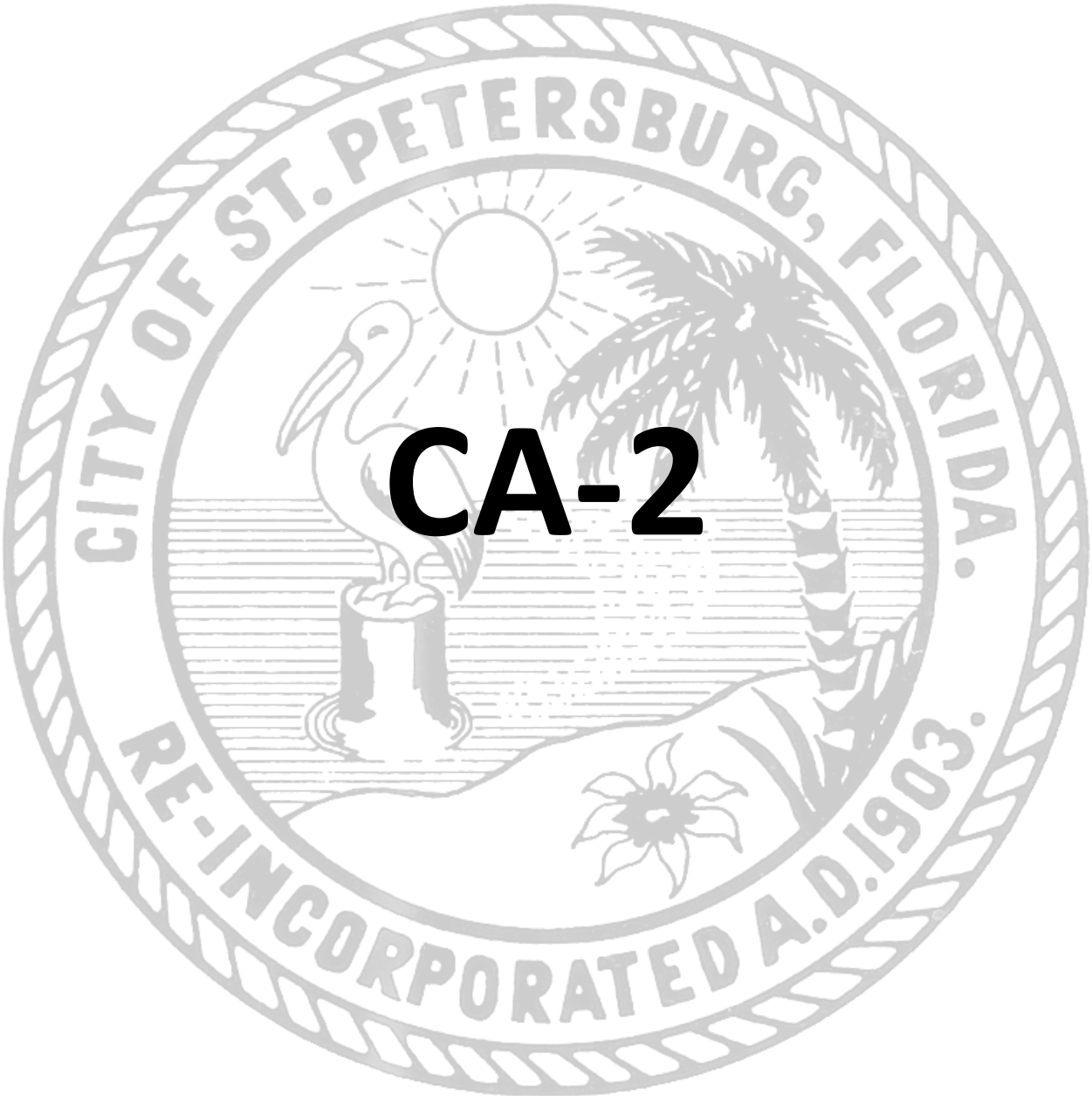
Attachments

Consent Agenda
https://stpete1.sharepoint.com/:f:/s/

Final status: Approved

CT	Step 4: Approved by Claude Tankersley	8/8/2024 12:51:06 PM
RJ	Step 3: Approved by Randall Johnston	8/8/2024 10:25:17 AM
SS	Step 2: Approved by Stephanie N. Swinson	8/6/2024 2:02:37 PM
MW	Step 1: Approved by Margaret B. Wahl	8/6/2024 8:32:16 AM
AW	Requested by Adam E. Williams	8/5/2024 4:47:44 PM

The following page(s) contain the backup material for Agenda Item: Approving award of a contract to Tyler Technologies Inc, for replacement of the Naviline Enterprise Resource Planning software, to be used Citywide, for a five-year contract amount and contingency not to exceed $13,140,694. Please scroll down to view the backup material.



CA-2

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of September 5, 2024

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

Subject: Approving award of a contract to Tyler Technologies Inc, for replacement of the Naviline Enterprise Resource Planning software, to be used Citywide, for a five-year contract amount and contingency not to exceed $13,140,694.

Explanation: The existing Central Square Naviline Enterprise Resource Planning system has been in place at the city for over 35 years and performs a variety of key business functions for the city, including:

- Permits and Land Management
- Code Enforcement
- Work Orders
- Utility Billing
- Citizen Portal
- Community Development
- Interface with our existing Oracle Financial and Oracle Work and Asset Cloud Services

Due to multiple sales of the parent company (Central Square) in recent years, Naviline has been slow to release functionality needed to support the City staff and citizens. Accordingly, pursuant to City Code section 2-193, the Procurement and Supply Management Department issued RFP No. 8310, 2 on April 8, 2022, to solicit a replacement for the existing Naviline system. The proposals were opened on June 7, 2022. The Procurement & Supply Management department received the following five proposals:

#	Offeror	Amount
1	Itineris NA, Inc	$5,078,865
2	Origin Consulting LLC	2,522,022
3	RedMark Technologies LLC	7,143,116
4	Tyler Technologies Inc	12,378,712
5	Visionary Integration Professionals LLC	11,062,690

Evaluations of the proposals were conducted by the following staff:

Donald Tyre, Building Official Manager
Lesley Ward, Systems Development Manager
Tammy Jerome, Billing and Collections Director
Wille Joseph, Sanitation Director
James Corbett, City Development Administrator

John Baker, Special Projects Manager, as Technical Advisor
Elizabeth Abernethy, Planning and Development Director, as Technical Advisor
Muslim Gadiwalla, Chief Information Officer, as Technical Advisor

The proposal was evaluated based on the following weighted criteria:

- Demonstration of a thorough understanding of the purpose, scope, and deliverables of the project and identified potential issues
- Organizational capacity and experience with implementing systems for those that are similar in size and complexity to the city
- Ability to satisfy RFP requirements
- Management Plan for the project
- Implementation Cost
- Annual Support Cost
- Financial Stability

On June 28, 2022, the proposals were evaluated solely on the evaluation criteria established in the RFP. The evaluation committee discussed each vendor's proposal and decided on a shortlist. The shortlisted vendors were as follows:

1. Itineras NA, Inc.
2. Tyler Technologies, Inc.
3. Visionary Integration Professionals LLC.

During July 17-19, 2022, the three firms were invited to make oral presentations and demonstrate the software functionality in a test environment. The evaluation committee considered the presentations and demonstrations of the selected vendors, and on October 3, 2022, a Best and Final Offer was requested.

When the Best and Final Offers were requested, the scope of Itineris was reduced to only providing a solution for Utility Billing. Visionary Integrated Professionals scope was also reduced to only providing a solution for their Accela platform, which included the citizens portal and codes compliance module. This reduction in scope required the two vendors to work together to ensure their solutions integrated with each other without compromise to functionality. Tyler Technologies was requested to ensure their product would also integrate with the others. Tyler Technologies declined to integrate the module with the others as their solution covered all the requirements. The Best and Final cost breakdown is as follows:

Offerors	**Software Support (5 Year)**	**Implementation Services**	**Total Amount**
Itineris NA, Inc.	$2,130,865	$2,948,000	$5,078,865
Tyler Technologies Inc.	$6,748,832	$5,629,868	$12,378,712
Visionary Integrated Solutions	$6,326,450	$4,736,240	$11,062,690

Best and Final Offers were received on October 19, 2022, and the evaluation committee met on November 2, 2022, to discuss Best and Final Offers. The firms were scored, and Tyler Technologies, Inc., the highest ranked firm, was recommended for award.

Accordingly, following negotiation of the proposed agreement attached to this memorandum, the Procurement and Supply Management Department, in cooperation with the Department of Technology Services, recommends for award: Tyler Technologies Inc. (Plano, TX), for the final contract amounts and contingency shown below.

	Implementation Services	Implementation Travel	Software Usage and Support	Total
Year 1	3,249,922	357,500	698,158	4,305,580
Year 2	1,829,958	192,500	1,396,309	3,418,767
Year 3			1,551,455	1,551,455
Year 4			1,551,455	1,551,455
Year 5			1,551,455	1,551,455
Contract Total	**5,079,880**	**550,000**	**6,748,832**	**12,378,712**
15% Contingency	761,982			761,982
Total with Contingency				**13,140,694**

Tyler Technologies Inc., has met the requirements of RFP No. 8310,1, dated June 7, 2022. If approved, a blanket purchase agreement will be issued following contract execution for the 5-year term and will be binding only for actual services rendered.

In addition to the contract costs described above, there is approximately $23,000 in hardware that will be purchased separately from this agreement to support the Tyler Cashiering module. Additionally, Credit transaction fees for eChecks and credit cards are also estimated to increase $120,000 annually with Tyler Payments over the City's current vendor. Services will be paid via a per transaction fee of $.75 for eChecks and $.20 plus .30% basis points for credit cards plus the standard interchange fees charged by Visa, Mastercard, Discover and American Express. Total annual expenditures will vary based upon the number of transactions made by the City's customers.

Cost/Funding/Assessment Information: Funds have been previously appropriated for the Implementation Services and the first year of Software Support ($8,628,000) in the Building Permit Special Revenue Fund (1151), Planning and Development Services Department Construction Service and Permitting Division (370-1553); Technology and Infrastructure Fund (5019), Department of Technology Services Department, System Development Division (850-2557); and Billing and Collections Fund (5201), Billing and Collections Department, Utility Billing and Adjustments Division (350-1965). Funding for the additional years of Software Support in the contract will be provided for in future budgets subject to City Council approval.

Attachments: Technical Evaluation
Proposed Agreement
Resolution

Technical Evaluation
RFP 8310, 1: Replacement Software for Naviline system

Evaluated Vendors

1. Itineris NA, Inc
2. Origin Consulting LLC
3. RedMark Technologies
4. Tyler Technologies Inc
5. Visionary Integration Professionals

Evaluation Criteria

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

Demonstration of a thorough understanding of the purpose, scope and deliverables of the project and identified potential issues	10 possible points
Organizational capacity and experience with implementing systems for those that are similar in size and complexity to the city	15 possible points
Ability to satisfy RFP Requirements	25 possible points
Management Plan for the project	20 possible points
Implementation Cost	13 possible points
Annual Support Cost	7 possible points
Financial Stability	10 possible points

Tabulation of Scores

The evaluation committee scored the firms for the five firms based on a possible total of 100 points were as follows:

Company	Score	Rank
Visionary Integration Professionals	76.53	1
Tyler Technologies Inc	73.64	2
Itineris NA Inc	64.31	3
Origin Consulting LLC	43.63	4
RedMark Technologies	42.04	5

The top three vendors were invited back to make presentations and demonstrate their software in a test environment. After demonstrations the vendors were evaluated and scored based on the following criteria:

Demonstration of a thorough understanding of the purpose, scope and deliverables of the project and identified potential issues	25 possible points
Clearly explained the software/product	25 possible points
Demonstrated how the product will interact with our current system (Oracle)	15 possible points

Demonstrate how their product will be an improvement over Naviline	15 possible points
Answered all questions and clarifications	20 possible points

The evaluation committee scores of the firms' presentations, based on a possible total of 100 points, were as follows:

Company	**Score**	**Rank**
Tyler Technologies Inc	85.55	1
Itineris NA Inc	80.20	2
Visionary Integration Professionals	73.20	3

Final aggregate scores of proposals and presentations were as follows:

Company	**Score**	**Rank**
Tyler Technologies Inc	79.60	1
Visionary Integration Professionals	74.87	2
Itineris NA LLC	72.26	3

Tyler Technologies Inc has met the requirements for RFP 8310, 1, and were determined to be the most advantageous to the City, taking into consideration the evaluation criteria set forth in the RFP.

AGREEMENT FOR CLOUD-ENABLED SYSTEM IMPLEMENTATION, USAGE, AND SUPPORT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND TYLER TECHNOLOGIES

THIS AGREEMENT ("**Agreement**") is made and entered into on the ___ day of _____, 20__, ("**Effective Date**") by and between Tyler Technologies Inc., a Delaware corporation, ("**Contractor**" or **"Tyler"**) and the City of St. Petersburg, a Florida municipal corporation, ("**City**") (collectively, "**Parties**," individually, "**Party**").

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. The defined terms set forth below are used in this Agreement, and unless context indicates otherwise, any reference to a defined term in the singular includes the plural and vice versa.

A. "**City Data**" or "Data" means any information, data, or other content that is (i) uploaded, submitted, posted, transferred, transmitted, or otherwise provided or made available by or on behalf of the City to or through the System or (ii) collected, downloaded, or otherwise received by the Contractor pursuant to this Agreement or at the written request or instruction of the City. Any output, copy, reproduction, improvement, modification, adaptation, translation, or use of City Data is also deemed to be City Data.

B. **"Contractor Software"** means Software that is Contractor's proprietary software, including any integrations, custom modifications, and/or other related interfaces.

C. "**Contractor Standard Document**" means a document promulgated by the Contractor for its users, generally (rather than specifically for the City or this transaction), as that document may be amended or superseded from time-to-time in accordance with section 4. When used in a Contractor Standard Document, terms such as "**we**," "**us**," and "**our**" mean the Contractor, and terms such as "**you**" and "**your**" mean the City.

D. "**Defect**" means a failure of the Software to substantially conform to the then-current Support Documentation, which may be amended from time-to-time in accordance with subsection 5(G). Additionally, during the Initial Usage Term, Defect also means a failure of the Software to conform to the functional descriptions set forth

in the RFP Evaluation Matrix, except as may be superseded in accordance with subsection 5(H).

E. "**Documentation**" means any Support Documentation, as defined below.

F. "**Embedded Software**" means Software that is developed by a third party but made available to the City through this Agreement as an embedded component of Contractor Software. This term includes only the embedded third-party software particularly identified in Appendix F and does not include any non-embedded software that is identified or labeled in the Investment Summary as "third party software" or that is provided to the City by Contractor through a separate agreement.

G. "**Hardware**" means any tangible physical component that is purchased by the City pursuant to section 11 to be connected to the Contractor Software and used locally. Hardware does not include any hardware used for the provision of Hosting Services.

H. "**Fee**" means the Implementation Fee, each Usage Fee, and any Transaction Fee unless context clearly indicates otherwise.

I. "**Hosted Data**" means any City Data that is processed, stored, or otherwise handled by the Software or Hosting Services.

J. "**Hosting and Support SOW**" means, collectively, the documents attached to this Agreement as Appendix D.

K. "**Hosting Service**" means any hosting, management, operation, data storage, or other service provided by the Contractor that allows the City to access and use the Software, as more particularly described in the Hosting and Support SOW.

L. "**Implementation Fee**" means the non-recurring fee paid by the City during the Implementation Term, as more particularly described in section 6.

M. "**Implementation Fee Schedule**" means the milestone-based schedule for payment of the Implementation Fee attached to this Agreement as Appendix A-2.

N. "**Implementation Service**" means any service of the Contractor that is required to complete installation and configuration of the System by the Contractor and training of City users in accordance with this Agreement, and as set forth in the Investment Summary and as more particularly described in the Implementation SOW.

O. "**Implementation SOW**" means, collectively, the documents attached to this Agreement as Appendix C.

P. "**Intellectual Property**" means any copyright, patent right, trademark, trade secret, or other form of intellectual property, regardless of jurisdiction, along with any application, registration, or renewal for any of the foregoing, regardless of jurisdiction.

Q. **"Investment Summary"** means the document attached to this Agreement as Appendix A-1. The Investment Summary is not a Contractor Standard Document.

R. "**Invoicing and Payment Policy**" means the document attached to this Agreement as Appendix A-4. The Invoicing and Payment Policy is not a Contractor Standard Document.

S. "**Licensed Deliverable**" means any Software or Support Documentation provided by the Contractor pursuant to this Agreement that the City will use pursuant to a Usage Right.

T. "**Non-System Element**" means any City-owned or -controlled hardware, software, firmware, system, computer network, or other element, regardless of manufacturer, that is not a part of the System but that is connected to the System at any time.

U. "**RFP Evaluation Matrix**" means the document consisting of Contractor's responses to the City's RFP Evaluation Matrix attached as Appendix B-1.

V. **"SaaS Fees"** means any Usage Fee.

W. **"SaaS Services"** means a combination of Hosting Services and Support Services.

X. **"Scope of Work"** or **"Statement of Work"** each refer, collectively, to the System Specification, Implementation SOW, and the Hosting and Support SOW.

Y. "**Service**" means an Implementation Service, Support Service, or Hosting Service unless context clearly indicates otherwise.

Z. "**Software**" means any software identified in the Investment Summary that the City is authorized to use through this Agreement. This definition excludes any non-embedded software that is identified or labeled in the Investment Summary as "third-party software" or that is provided to the City by Contractor through a separate agreement.

AA. "**Support Documentation**" means any documentation related to the System, whether in printed or electronic form, provided by the Contractor pursuant to this Agreement, including but not limited to documentation describing the specifications and expected operation of the System. Support Documentation is a Contractor Standard Document.

BB. "**Support Service**" means any service for support of the System provided by the Contractor pursuant to this Agreement following completion of all Implementation Services, as more particularly described in the Hosting and Support SOW.

CC. "**System**" means the combination of Software and Hosting Services that, functioning together, make up the cloud-based system implemented and supported by the Contractor pursuant to this Agreement.

DD. "**System Specifications**" means, collectively, the documents attached to this Agreement as Appendix B.

EE. "**Transaction Fee**" means any per-transaction fee paid by the City during a Usage Term, as more particularly described in section 8.

FF. "**Travel Expenses**" means certain expenses for travel purposes incurred by the Contractor and reimbursed by the City in accordance with section 9.

GG. **"Tyler Software"** means Contractor Software.

HH. "**Update**" means any error correction, patch, update, revision, fix, upgrade, new release, or other change to Software implemented at any time following the City's initial acceptance of the Software receiving that Update.

II. "**Usage Fee**" is the recurring fee paid by the City during a Term, as more particularly described in section 7.

JJ. "**Usage Right**" means any license, sublicense, or other right pursuant to which the City may access or use Intellectual Property pursuant to this Agreement. A Usage Right may apply to the Intellectual Property of the Contractor or the Intellectual Property of a third party (e.g., a code library used in Contractor Software that was licensed to the Contractor by a third-party and then sublicensed by the Contractor to the City), and any reference in this Agreement to the "grant" or "granting" of a Usage Right is intended to encompass whatever grant, transfer, sublicense, assignment, or other action is legally necessary or appropriate to provide the City with the right to use the applicable Intellectual Property in the manner described in this Agreement.

2. Term.

A. As defined in this Section 2, this Agreement will have an Implementation Term, an Initial Usage Term, and, if extended in accordance with Section 2(D), one or more Renewal Usage Terms.

B. The "**Implementation Term**" will commence on the first day of the month immediately following the month in which the Effective Date falls (e.g., if the Effective Date is February 17, the Implementation Term begins March 1) and end upon the date on which the City completes acceptance of all Implementation Services.

C. The "**Initial Usage Term**" will begin immediately following the conclusion of the Implementation Term and will end five years from the date on which the Implementation Term begins, unless terminated as provided elsewhere in this Agreement.

D. Following the Initial Usage Term, this Agreement may be extended for an indefinite number of successive renewal terms of one year each (each a "**Renewal Usage Term**") if each such extension is mutually agreed upon by both Parties in writing. Such mutual written agreement may be effectuated by Contractor's submission of an invoice for the Usage Fees for a Renewal Usage Term and the City's payment of that invoice.

E. At the start of the Initial Usage Term and any Renewal Usage Term, the Agreement will continue on the same terms that were in effect at the conclusion of the immediately preceding Term unless the Parties agree in writing to amend the terms of the Agreement.

F. Unless context indicates otherwise, (i) the word "**Term**" applies equally to the Implementation Term, the Initial Usage Term, and any Renewal Usage Term and (ii) the phrase "**Usage Term**" applies equally to the Initial Usage Term and any Renewal Usage Term.

3. Agreement Components.

A. The components of the Agreement are this document (including its appendices) and the following documents, which are made a part hereof by reference (collectively, "**Other Documents**"):

(i) Contractor's Best & Final offer, dated October 19, 2022 ("**Document 1**").

(ii) Contractor's response No. 12868 to the City's solicitation documents ("**Document 2**").

(iii) RFP 8310, 2: Replacement Software for Naviline System ("**Document 3**").

B. In the event of an inconsistency or conflict between or among the components of this Agreement, the following order of precedence shall govern: (i) this document, excluding all appendices; (ii) any appendix that is not a Contractor Standard Document; (iii) any appendix that is a Contractor Standard Document; and (iv) the Other Documents. In the event of an inconsistency or conflict between or among the Other Documents, the order of precedence shall be the order the documents are listed above (e.g. Document 1 shall govern over Document 2, Document 2 shall govern over Document 3, etc.).

C. Notwithstanding subsection B, in the event of inconsistency or conflict with respect to any provision of Appendix E (including those incorporated by reference and as may be amended from time-to-time), the applicable provision of Appendix E controls with respect to the applicable Tyler Software (but not any other aspect of the Software).

D. Notwithstanding subsection B, in the event of inconsistency or conflict with respect to any provision of Appendix F (including those incorporated by reference and as may be amended from time-to-time), the applicable provision of Appendix F controls with respect to the applicable Embedded Software (but not any other aspect of the Software).

4. Contractor Standard Documents. The Contractor may, with reasonable notice to the City, update any Contractor Standard Document incorporated into this Agreement.

5. Scope of Work. In accordance with this Agreement, the Contractor shall implement, provide access to, and support the System in accordance with the following:

A. As more particularly described in Section 13, the Contractor is granting to the City every Usage Right needed for the City to use each Licensed Deliverable in accordance with this Agreement.

B. During the Implementation Term, as appropriate, and at all times during each Usage Term, the Contractor shall perform or ensure the performance of all Hosting Services necessary to provide the City with access to the Software in accordance with this Agreement, including (i) the security, redundancy, and availability requirements described in Sections 14–16 and (ii) the Hosting and Support SOW.

C. During the Implementation Term, the Contractor shall perform all Implementation Services necessary to provide the City with the System, which must meet the System Specifications.

D. During the Implementation Term, the Contractor shall complete all Implementation Services in accordance with any schedule or deadline set forth in the Implementation SOW. Any such schedule or deadline for Implementation Services will not be adjusted automatically due to any cure period provided by Section 29 and may be adjusted only through the Contract Adjustment process in Section 51. If any delay in the schedule is primarily (i.e., greater than 50%) attributable to the Contractor and the City incurs additional costs due to that delay (including internal costs of maintaining a system being replaced by the System), the Parties shall negotiate a Contract Adjustment to compensate the City for some or all of those additional costs. This Contract Adjustment may not reduce the Usage Fee; otherwise, the Parties may determine the appropriate adjustment, including reduction of the Implementation Fee or the addition of new Services.

E. The City acknowledges that the implementation of the System is a cooperative process requiring the time and resources of City personnel. The City agrees to use all reasonable efforts to cooperate with and assist Contractor as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with Contractor to schedule the implementation-related services outlined in this Agreement. Contractor will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by City personnel to provide such cooperation and assistance (either through action or omission).

F. Upon the City's acceptance of the entire System in accordance with Section 12, all initial Implementation Services will be deemed complete.

G. The City acknowledges that future functionality may be updated, modified, or otherwise enhanced during Contractor's performance of the Agreement, and the governing functional descriptions for such future functionality will be set forth in Contractor's then-current Support Documentation.

H. During the Initial Usage Term, if a new release of the Contractor Software removes functionality that was originally licensed to the City as of the Effective Date, Contractor will provide alternative means for performing the same function, at no additional cost to the City beyond payment of the Usage Fee.

6. Implementation Fee.

A. Generally, the Implementation Fee covers all Implementation Services.

B. Specifically, the Implementation Fee includes any item identified on the Investment Summary as being paid on a one-time basis, including all items identified as "Professional Services."

C. The Implementation Fee does not include any item identified as "optional" on the Investment Summary unless it has been added to the Scope of Work through the Contract Adjustment process set forth in section 51.

D. The Implementation Fee does not include any Travel Expenses, which may be incurred in accordance with section 9, below.

E. The Implementation Fee shall not exceed $5,079,880.00.

F. The Implementation Fee shall be invoiced and paid in accordance with the Invoicing and Payment Policy, subject to the dispute-resolution procedures in section 10.

7. Usage Fee.

A. Generally, the Usage Fee covers all of the following: (i) any term-limited Usage Right for a Licensed Deliverable used by the City during that Term; (ii) the Hosting Services provided to the City during that Term; and (iii) the Support Services provided to the City during that Term.

B. Specifically, the Usage Fee includes any item identified on the Investment Summary as being paid on a recurring or annual basis, including any "Tyler SaaS and Related Services" and any "Tyler Annual Services."

C. The Usage Fee includes the data storage capacity specified in the Investment Summary. Usage in excess of that capacity may be purchased by the City as needed, in accordance with the following:

(i) During the Initial Usage Term, the rate for additional capacity may not exceed the rates provided in the Investment Summary. Thereafter, additional capacity will be provided at Contractor's then-current rates.

(ii) If the addition of capacity does not align with the billing cycle for the Usage Fee (quarterly or annual, as appliable), Contractor shall invoice the City for the additional capacity on a prorated basis for the remainder of the current

billing cycle and then, for each subsequent billing cycle, the cost of the additional capacity will be automatically included in the Usage Fee.

D. The Usage Fee is based on the assumption that the City's usage of the "Notify" service will not exceed the included messages and minutes capacity that is specified in the Investment Summary. Usage in excess of that capacity will be handled in accordance with the following:

(i) Notify will not restrict use of messages and/or minutes that exceed the allotted messages and minutes as set forth in the Investment Summary. Contractor reserves the right to invoice the City for documented overages occurring during the annual term.

(ii) Documented overages during the Initial Usage term will be billed at rates not to exceed those shown in the Investment Summary. Thereafter, documented overages will be billed at Contractor's then-current rates.

(iii) At the end of each annual billing cycle for the Usage Fee, any unused messages or minutes remaining expire.

(iv) At the start of each annual billing cycle for the Usage Fee, the allotted messages and minutes reset to the amounts provided in the Investment Summary, even if overage messages or minutes were purchased during the preceding annual billing cycle.

E. During the Implementation Term and the Initial Usage Term, collectively, the Usage Fee shall not exceed $6,748,829.25 unless increased pursuant to the provisions of this section with respect to data storage capacity and the "Notify" service.

F. For the first three Renewal Usage Terms, the "Tyler SaaS and Related Services" component of the Usage Fee will not increase more than 5% on an annualized basis.

G. The line items on the Investment Summary for "Hosted Report Management" and "Standard Technical Support" are baseline options that will be $0 for any Renewal Usage Term. The City acknowledges that modifying either of these options (e.g., switching to "24/7 Technical Support") will require a Contract Adjustment that may increase the Usage Fee.

H. The Usage Fee shall be invoiced and paid in accordance with the Invoicing and Payment Policy, subject to the dispute-resolution procedures in section 10, below. As shown in the document attached to this Agreement as Appendix A-3 (the "**Usage**

Fee Schedule"), for the first two years of the Term, the Usage Fee has been discounted from the annual amount shown in the Investment Summary.

8. Transaction Fees.

A. Transaction Fees include any item identified on the Investment Summary on a per-transaction basis in the "Payments" section that will be paid by the City to Contractor. Transaction Fees do not include any merchant fee that will be paid by the City to a third party on a per-transaction basis (e.g., a merchant fee collected by a credit card processor).

B. During the Initial Usage Term, Transaction Fees will be charged at the rates shown in the "Payments" section of the Investment Summary as long as a Contract Adjustment does not change the method utilized for Payments (e.g., from pass-through to absorbed). At the time of any such Contract Adjustment (including one that switches back to the original payment method) and at the start of each Renewal Term, Transaction Fees may be changed to reflect Contractor's then-current rates.

C. Transaction Fees shall be invoiced and paid in accordance with the Invoicing and Payment Policy, subject to the dispute-resolution procedures in section 10, below.

9. Travel Expenses. Contractor may seek and obtain reimbursement for a Travel Expense only in accordance with the following:

A. Contractor will notify the City no fewer than 10 business days prior to planned travel with the description of resources, activities planned, and a good faith cost estimate for the Travel Expenses that is consistent with the Business Travel Policy, unless it is mutually determined by the Parties that travel is required within a timeframe such that it is not practical to give 10 business days' notice. In all such cases, Contractor will notify the City in accordance with this section as soon as reasonably practicable.

B. During the Implementation Term, the City is responsible for cumulative Travel Expenses only up to $550,000, and the Contractor is responsible for all Travel Expenses above that amount.

C. The City shall have no obligation to reimburse Contractor (i) for any Travel Expense above the threshold set by the preceding subsection or (ii) for any Travel Expense for which the Contractor has failed to substantially follow the procedural requirements set forth in this section. Otherwise, each Travel Expense shall be

invoiced and paid in accordance with the Invoicing and Payment Policy, subject to the dispute-resolution procedures in section 10, below.

10. Fees and Expenses, Generally.

A. Generally speaking, the City shall pay the Contractor for its performance of this Agreement only as explicitly set forth in this Agreement, and all Fees, Travel Expenses, payments, or other amounts set forth in this Agreement are in U.S. Dollars unless otherwise indicated.

B. Any not-to-exceed amount explicitly stated in this Agreement is based on the scope of the project reflected in the then-current Scope of Work. Contractor will bill the City the actual fees incurred based on the in-scope services provided to the City, up to the maximum amounts set forth in the Investment Summary. This not to exceed commitment is contingent on the City's timely meeting of the City's obligations under this Agreement.

C. Except as specifically provided by this Agreement with respect to Travel Expenses: (i) the Contractor shall, at its own expense, furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish all Services and (ii) the City shall not reimburse the Contractor for any out-of-pocket expenses unless specifically provided for in this Agreement .

D. If the Agreement authorizes a Fee to be increased in conjunction with the exercise of a presently existing contractual right (e.g., increasing the Usage Fee to provide additional data storage capacity pursuant to section 7(C)), the City may effectuate that increase through the issuance of a City Form pursuant to section 41(C). Otherwise, a Fee may be increased only through a Contract Adjustment pursuant to section 51 (including an increase in the Implementation Fee to cover additional Implementation Services).

E. For each Renewal Usage Term, Contractor may increase the Fees without a Contract Adjustment in accordance with the following:

(i) During the 180-day period preceding a potential Renewal Usage Term, upon request by the City, the Contractor shall provide the City with the Fees for that upcoming Renewal Usage Term. Those Fees will be a firm offer to renew for that Renewal Usage Term that will be held open for the City to accept through the date on which that Renewal Usage Term would start. The Parties acknowledge that, to the extent consideration is required to

support such a firm offer, such consideration was provided through the original Agreement and through agreement to any subsequent Renewal Usage Term.

(ii) If the Agreement limits the increase of any Fee for a potential Renewal Usage Term (including section 7.F, above), Contractor shall comply with that limit in proposing that Fee. Otherwise, Contractor's Fee will be no more than Contractor's then-current rate for that Fee.

F. The Contractor shall invoice the City in accordance with procedures set forth in the Invoicing and Payment Policy. If the City determines that an invoice does not conform to any requirement of the Invoicing and Payment Policy or that any Software or Service covered by that invoice does not conform to any warranty or other requirement of this Agreement, the following provisions apply:

(i) The City may dispute an invoice by providing Contractor with written notice within 45 days of the City's receipt of the applicable invoice. The written notice must contain reasonable detail of the issues in dispute.

(ii) Following receipt of such a notice, Contractor shall respond to City with either a justification of the invoice, a revised invoice, or a proposal addressing the issues presented in the City's notice. If applicable, in conjunction with that response, Contractor shall work with the City to develop a mutually agreeable action plan that outlines reasonable steps to be taken by each Party to resolve any issues presented in the City's notice.

(iii) The City may withhold payment of the amount(s) actually in dispute, and only those amounts, until Contractor completes all action items outlined in the plan. If Contractor is unable to complete the action items outlined in the action plan because of the City's failure to complete the items agreed to be done by the City, then the City shall remit full payment of the invoice.

(iv) Contractor may suspend delivery of all SaaS Services, if the City fails to pay an invoice not disputed as described above within 15 days of Contractor's notice of intent to do so. Otherwise, Contractor shall not, in connection with an invoice dispute, terminate, suspend, impair, degrade, or otherwise limit any Service or right provided to the City pursuant to the Agreement.

11. Hardware. If City uses any Hardware in conjunction with the Contractor Software, the following terms apply:

A. All Hardware will be purchased either (i) through Tyler by an amendment to this Agreement or (ii) through separate contractual arrangements between City and either Tyler or a third party. With respect to Hardware purchased through Tyler, the City acknowledges (i) that Tyler will not be the manufacturer of that Hardware; (ii) that Tyler does not warrant or guarantee the performance of that Hardware; and (iii) that Tyler will pass through, from the manufacturer, any applicable license (or equivalent usage right) and any applicable warranty.

B. The City acknowledges that Tyler does not manufacture any Hardware and that all Hardware will be warranted by a third party except to the limited extent that Tyler accepts responsibility for the compatibility of Hardware in this section.

C. Tyler shall offer for sale to the City each type of Hardware listed on the Investment Summary, although the specific models may change from time-to-time at Tyler's sole discretion. During the first 24 months of the Term, the price charged by Tyler for such Hardware must not exceed the price for Hardware of that type that is shown in the Investment Summary.

D. Tyler currently requires that Hardware used for reading credit cards be purchased through Tyler, rather than from a third party. Otherwise, Tyler shall provide the City, upon request, with a list of Hardware that is compatible with the Contractor Software (each, a "**Hardware List**") so that the City may attempt to purchase that Hardware from a third party.

E. If any Hardware purchased from Tyler or purchased in reliance on a Hardware List proves to be incompatible with the Contractor Software, Tyler shall use reasonable efforts to promptly resolve that incompatibility.

12. Acceptance; Updates.

A. During the Implementation Term, acceptance of the Implementation Services and Software will occur (i) on a per-milestone basis in accordance with the Implementation Fee Schedule and (ii) upon written approval of the City through the process set forth in the Implementation SOW.

B. If reasonable, the Contractor shall notify the City of any major Update to the Contractor Software at least 15 days in advance of making such Update. Otherwise, the Contractor shall notify the City of any such major Update to the Contractor

Software as soon as possible and in no event more than 15 days after making such an Update. After any Update has been rolled out in accordance with this Section 12, that Update is deemed part of the Contractor Software, and included within the scope of the applicable Usage Right granted pursuant to Section 13.

13. Usage Rights and Intellectual Property.

A. The Contractor hereby grants to the City, to be exercised by any officer, employee, agent, elected or appointed official, or volunteer of the City, the non-exclusive, non-assignable, limited right to take any of the following actions, alone or in combination, in the course of any lawful business or function of the City without the payment of any royalty or fee other than as explicitly stated in the Agreement and without geographic limitation, subject only to those limitations imposed by law or explicitly stated in this Agreement:

(i) The City may access and use the Hosting Services and Software during the Term.

(ii) The City may allow access and use by a contractor, subcontractor, or other third party during the Term subject to the conditions in subsection E.

(iii) The City may use Support Documentation in perpetuity. Following the Term, the City's right to use Support Documentation is for the limited purpose of making use of data exported from the System for archival and related purposes.

(iv) The City may take any other action with respect to a Licensed Deliverable that is authorized by this Agreement.

B. Each Usage Right granted by Contractor pursuant to this section is royalty-free and paid for in full through the City's payment of Fees under this Agreement.

C. The City's use of the Software includes the rights to use certain related Tyler platforms during the Term as follows:

(i) The City may use Tyler's Payments platform in accordance with the terms of use in the document attached as Appendix E-1, which is not considered a Contractor Standard Document.

(ii) The City may use Data & Insights data platform in accordance with the terms of use in the document attached as Appendix E-2, which is not considered a Contractor Standard Document.

D. The Contractor has identified in Appendix F any Licensed Deliverable that is incorporated into the Software and will be used by the City during the Term pursuant to a Usage Right granted to Contractor by a third-party (e.g., a code library used in Contractor Software that was licensed to the Contractor by a third-party and then sublicensed by the Contractor to the City) (each a "**Third-Party Usage Right**"). The Contractor has also disclosed in Appendix F the applicable terms of any such Third-Party Usage Right, and those terms are incorporated into this Agreement directly or by reference.

E. The City acknowledges (i) that certain Third-Party Usage Rights allow the applicable third party to modify those Third-Party Usage Rights without permission of the Contractor or the City and (ii) that such a modification is effective without written amendment of this Agreement. Contractor acknowledges (i) that such modification may result in a Defect and (ii) that Contract would be obligated to resolve that Defect in accordance with this Agreement.

F. The City may grant Usage Rights for any Licensed Deliverable to any contractor, subcontractor, or other third party to the extent necessary for the City to use the System during the Term in accordance with this Agreement. Any such use by, or disclosure to, said third parties is strictly subject to the terms and conditions of this Agreement, including the following terms:

(i) To the extent that disclosure of the Software or Support Documentation is necessary to facilitate integration between any third party software and the Software, the City will provide notice to Contractor of the City's intent to disclose the Software or Support Documentation and Contractor shall have a right to require any such third party to sign a nondisclosure agreement ("NDA") with Contractor in the event an NDA is reasonably required for Contractor to protect its intellectual property rights in the Software and Support Documentation.

(ii) The foregoing NDA requirement does not apply when the City provides access to an API or to Support Documentation explaining the use of an API.

(iii) The City shall be liable for any failure of any third party to which the City provides access to the Software or Support Documentation to abide by all applicable terms and conditions of this Agreement.

G. The owner of any Licensed Deliverable, whether the Contractor or a third party, retains exclusive ownership of all Intellectual Property contained in that Licensed Deliverable unless otherwise provided for in this Agreement or a document that

explicitly transfers ownership of that Licensed Deliverable in whole or in part to the City.

H. The City retains ownership of (i) any City Data; (ii) any data, document, or other information created by the City using the System; and (iii) unless conceived, invented, created, or provided by Contractor, any work flow, business process, training material, report, or other information conceived, invented, created, or acquired by the City independently of any Service.

I. The following subsections of this section 13 survive termination of the Agreement: A(iii), F, G, and H.

14. Security of Software and Hosting Services.

A. **Security, Generally.** As part of the Hosting Services, the Contractor shall comply with the following provisions in a manner that meets or exceeds applicable industry practices and standards:

(i) The Contractor shall maintain and enforce an information security program with respect to the Software and Hosting Services (including safety and physical and technical security policies and procedures).

(ii) The Contractor shall provide technical and organizational safeguards against accidental, unlawful, or unauthorized access to or use, destruction, loss, alteration, disclosure, transfer, commingling, or processing of Hosted Data processed by or stored in the Software or Hosting Service.

(iii) Contractor provides secure Hosted Data transmission paths between each of the City's workstations and Contractor's servers. Contractor's data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Contractor's data centers must be signed in and accompanied by authorized personnel. Entry attempts to Contractor's data center are regularly audited by internal staff and external auditors to ensure no unauthorized access. The Contractor shall secure and defend all locations, equipment, systems and other materials, and facilities employed in connection with the provision of Hosting Services against any "hacker" and other person or entity who may seek, without authorization, to disrupt, damage, modify, access, or otherwise use the Hosting Services, the Software, or any information processed by or stored in the Software. The City will be hosted on shared hardware in a Contractor data center or in a third-party data

center. In either event, databases containing the Hosted Data will be dedicated to the City and inaccessible to Contractor's other customers.

(iv) The Contractor shall monitor the Software and Hosting Services for any potential area where security could be breached.

(v) The Contractor shall not transfer any City Data to any third party or allow any third party to access any City Data except as needed to perform Contractor's obligations under this Agreement.

B. **Credit Card Security Standards:** If the System processes credit card information, the following provisions apply:

(i) Contractor shall be responsible for the security of cardholder data that it possesses, including functions relating to storing, processing, and transmitting of the cardholder data, and Contractor affirms that, as of the Effective Date, Contractor complies with applicable requirements to be considered PCI DSS compliant and has performed the necessary steps to validate compliance with the PCI DSS.

(ii) Contractor shall supply the current status of its PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in Contractor's status, Contractor shall comply with applicable notice requirements.

C. **Security Issues.** In the event that the Contractor confirms any security breach or unauthorized access to the City Data stored or maintained by the Contractor in the Software in connection with the provision of Hosting Services (collectively, a "**Security Issue**"), the following provisions apply:

(i) The Contractor shall report the Security Issue to the City and may delay that report only to the extent authorized by law or necessary to determine the general nature of the Security Issue and develop recommendations for the City to prevent or mitigate the Security Issue. The Contractor shall not delay this report for purposes of performing the actions required under subsection (ii).

(ii) The Contractor shall remediate the Security Issue in a timely manner and deliver to the City a root cause assessment and future incident mitigation

plan with regard to the Security Issue that sets out an executive summary regarding the Contractor's investigation of the Security Issue.

(iii) If, before completion of the actions required under sub-subsection (ii), the Contractor identifies information that would assist the City in mitigating or otherwise responding to the Security Issue, the Contractor shall provide that information to the City as soon as reasonably possible unless prohibited by law from doing so.

(iv) The Contractor shall not send notice of any Security Issue to any regulatory authority, consumer, or other person or entity for or on behalf of the City unless such notice is required by applicable law or expressly requested in writing by the City to do so and Contractor has agreed. But if notice is required by applicable law; the Security Issue is caused, in whole or in part, by Contractor's negligence, recklessness, or intentionally wrongful act or omission; and the City requests that the Contactor send any such notice, the Contractor shall prepare and send each such notice at its sole expense following review and approval of the notice and distribution list by the City.

D. If the Security Issue is caused, in whole or in part, by any act or omission of the Contractor that is negligent, reckless, or intentionally wrongful, the Contractor shall reimburse the City for the actual, reasonable cost or expense incurred by the City in providing notice of the Security Issue in a manner consistent with applicable law.

E. **Access to Local Software or Non-System Elements.** With respect to the Contractor's access to Local Software or a Non-System Element through the Software or the Hosting Services, the following provisions apply:

(i) The Contractor may access Local Software or a Non-System Element only (i) with the prior written authorization of the City, (ii) through the City's security gateways and firewalls; and (iii) in compliance with the mutually agreed to security policies. The City may modify or revoke the authorization described in this Section 14(D) at any time and for any reason. The City acknowledges that revoking the Contractor's access to any Local Software or Non-System Element may result in the Contractor's inability to provide Support Services. The City also acknowledges that requiring Contractor to use the City's security policies may cause a delay in Contractor's ability to provide Support Services.

(ii) The Contractor shall not perform any Hosting Services in a manner that knowingly exposes any Local Software or any Non-System Element to a security breach or unauthorized access.

F. **Security Audits.** Contractor's SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. Contractor has attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as the City is timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), Contractor will provide the City with a summary of Contractor's compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which the City makes a written request, Contractor will provide that same information. If Contractor's SaaS Services are provided using a 3rd party data center, Contractor will provide available compliance reports for that data center.

G. **Regulatory and Compliance Audits.** Any authorized representative of any regulatory agency, taxing authority, or private entity that functions in a quasi-regulatory manner that has jurisdiction over the City in connection with its regulatory functions (each, a "**Regulator**") shall, upon request, have the same audit rights as those set forth in Section 9(D)(ii), provided that no condition or restriction stated in Section 9(DF)(ii) applies to any Regulator to the extent it is contrary to applicable Law. The Contractor shall cooperate with any individual conducting such an audit and timely comply with any legal and regulatory directives and reasonable recommendations that result from such an audit to the extent the directives and or recommendations are required under applicable law.

15. Redundancy, Data Backup, and Disaster Recovery of Software and Hosting Services. The Contractor shall, in accordance with the provisions of this Section 15, maintain disaster-avoidance procedures designed to safeguard the Hosted Data, the capability of the Software, and the availability of the Hosting Services. The force majeure provisions of Section 45 do not limit Contractor's obligations under this Section 15.

A. **Primary Hosting Facility.** The Contractor shall ensure that the primary data center from which the Hosting Services are provided is located in the contiguous United States.

B. **Redundant Hosting and Connectivity.** Contractor shall ensure that any data center used to fulfill its RPO and RTO commitments under this Section 15 are located in the contiguous United States.

C. **Data Storage and Backup.** Contractor will make backups of Hosted Data sufficient to meet Contractor's RPO and RTO commitments. Unless otherwise explicitly stated in this Agreement, the Contractor shall not count any such backup of Hosted Data in allotting or calculating any data storage actually used or permitted to be used by City or any associated Fee.

D. **Disaster Recovery / Business Continuity.**

(i) The Contractor shall maintain a business continuity and disaster-recovery plan for the Hosting Services (the "**BCDR Plan**").

(ii) Contractor conducts annual penetration testing of either the production network and/or web application to be performed. Contractor will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. Contractor will provide the City with a written or electronic record of the actions taken by Contractor in the event that any unauthorized access to the City's database(s) is detected as a result of Contractor's security protocols. Contractor will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at the City's written request. The City may not attempt to bypass or subvert security restrictions in the Hosting Services or environments related to the Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of Contractor's network and systems (hosted or otherwise) is prohibited without the prior written approval of Contractor's IT Security Officer.

(iii) Contractor's data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Software in the event of a disaster or component failure. In the event of a data center failure, Contractor reserves the right to employ Contractor's BCDR Plan for resumption of the SaaS Services. In that event, Contractor commits to a Recovery Point Objective ("**RPO**") of 1 hour and a Recovery Time Objective ("**RTO**") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of the Hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which the City's access to the Software must be restored.

(iv) Contractor tests its BCDR Plan on an annual basis. Contractor's standard test is not client-specific. Should the City request a client-specific disaster recovery test, Contractor will work with the City to schedule and execute such a test on a mutually agreeable schedule. At the City's written request, Contractor will provide test results to the City within a commercially reasonable timeframe after receipt of the request.

(v) Contractor will be responsible for importing back-up and verifying that the City can log-in. The City will be responsible for running reports and testing critical processes to verify the returned Hosted Data.

E. **Data Export.**

(i) If the City requests a comprehensive export of all Hosted Data, the Contractor shall provide such export in an industry-standard or other mutually agreed-upon format no more than 10 days after receiving such request unless it has been less than 30 days since the City's last such request, in which case, Contractor may delay response until the end of that 30-day period. Contractor shall make that export available through a secure FTP server or through another mutually agreeable method.

(ii) Contractor acknowledges that City requires a database dictionary and/or an entity relationship diagram, or the equivalent (collectively, the "**Data Model**") to make full use of the exported data, and City acknowledges that the Data Model represents Contractor's proprietary information. Accordingly, in conjunction with each export of Hosted Data, Contractor shall provide (or otherwise make available) the then-current Data Model on the condition that there is a mutually agreeable non-disclosure agreement between the Parties concerning the Data Model (which may be entered into on a per-export basis, as a standing agreement, or as a combination). Following receipt, the City may use a Data Model in perpetuity for archival and related purposes, subject to the terms of the applicable non-disclosure agreement.

(iii) This subsection (E) survives for 90 days following expiration or earlier termination of this Agreement.

16. Availability of Software and Hosting Services.

A. The Contractor, through its performance of the Hosting Services, shall make the Software available to the City in accordance with the service level agreement described in Appendix D-1 ("**Hosting Service Level Standards**").

B. If the Contractor fails to meet the Hosting Service Level Standards, the City may be entitled to relief credits as further explained and set forth in Appendix D-1 ("**Relief Credits**"). To the extent the Contractor monitors availability of the Hosting Services and customarily makes that information available to users, Contractor shall make that information available to the City in the manner it is made available for other users. The Parties acknowledge (i) that damages resulting from Contractor's failure to meet the Hosting Service Level Standards would not be readily ascertainable; and (ii) that the Relief Credits are a reasonable and proportionate measure of the damage that would be expected to follow from Contractor's failure to meet the Hosting Service Level Standards.

17. Third-party performance.

A. Contractor is responsible for any obligation under this Agreement that Contractor elects to subcontract to any third party or otherwise arranges for a third party to perform, including any Hosting Service.

B. Contractor represents that it currently uses AWS as the provider of Hosting Services, and Contractor shall provide the City with notice if the provider of Hosting Services changes from time-to-time.

18. Confidentiality.

A. Each party ("**Receiving Party**") shall not disclose, publish, or disseminate the Confidential Information (as defined below) of the other party ("**Disclosing Party**") to anyone other than those of such Receiving Party's employees and subcontractors with a need to know, or as may be required by legal process or applicable Laws (including but not limited to Chapter 119, Florida Statutes, and the court decisions construing the same). Each party agrees to accept the other party's Confidential Information for the sole purpose of carrying out such Receiving Party's authorized activities under this Agreement. Each party agrees not to make copies of the other party's Confidential Information except to the extent permitted pursuant to this Agreement and required to perform any service pursuant to this Agreement. Except to the extent required to perform any service pursuant to this Agreement, each party agrees not to use the Confidential Information of the other party for its own or any third party's benefit without the prior written approval of an authorized representative of the Disclosing Party in each instance. In the event a Receiving Party is required to disclose the Disclosing Party's Confidential Information in accordance with applicable Laws or by an order of a court or governmental agency, the Receiving Party shall give written notice to the Disclosing Party to enable the Disclosing

Party to make a reasonable effort to obtain a protective order or other confidential treatment for the Confidential Information. Such notice shall be provided promptly and prior to disclosure unless otherwise required by court order or applicable Laws. Contractor acknowledges that, in the event of a public records request, the City will provide prompt notice and will otherwise perform the functions required to comply with Florida law regarding public records and court decisions construing same. Contractor shall require as a condition of any subcontract that the subcontractor expressly acknowledges and agrees to be bound by the same confidentiality requirements to which Contractor is bound by this Agreement.

B. "**Confidential Information**" means confidential and proprietary information of either party that is disclosed to the other party which, in the case of written information, is marked "confidential" or "proprietary" and which, in the case of information disclosed orally or stored electronically, is identified at the time of disclosure as confidential and proprietary and summarized and confirmed in writing as such by the Disclosing Party within thirty (30) days of the disclosure. Confidential Information shall not include information that (i) as of the Effective Date or after the Effective Date is or becomes generally available to the public through no fault or breach of the Receiving Party; (ii) the Receiving Party can demonstrate to have had rightfully in its possession prior to disclosure by the Disclosing Party; (iii) is independently developed by the Receiving Party without the use of any Confidential Information; or (iv) the Receiving Party rightfully obtains from a third party who has the right to transfer or disclose it. No representations, expressed or implied, are being made through the disclosure of Confidential Information.

C. The terms of this Section 18 survive termination of this Agreement.

19. Indemnity for the City. With respect to any Claim brought by someone other than Contractor against one or more Indemnified Parties, Contractor shall defend at its expense, pay on behalf of, hold harmless, and indemnify those Indemnified Parties against all Indemnifiable Losses in accordance with the following:

A. "**Indemnified Parties**" means the City and any City official (whether elected or appointed), officer, employee, agent, or volunteer.

B. "**Contractor Representative**" means any Contractor director, officer, employee, or agent.

C. "**Claim**" means any judicial, administrative, or arbitration action, suit, claim, demand, investigation, or proceeding (whether or not a lawsuit is filed and including

any appeal) that is alleged or claimed to arise out of or be connected to any of the following:

(i) personal injury (including death) or property damage caused, in whole or in part, by an act or omission of a Contractor Representative;

(ii) infringement or other improper use of any Intellectual Property for a Licensed Deliverable (a "**Misappropriation Claim**");

(iii) violation of PCI-DSS requirements by Contractor or any Contractor Representative;

(iv) violation of any Law by Contractor or any Contractor Representative;

(v) violation of the confidentiality provisions in section 18 by Contractor or any Contractor Representative; or

(vi) violation of Florida law regarding public records related to this Agreement, including any record designated by Contractor as Confidential Information (a "**Public Records Claim**").

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

E. To the extent determined by a court of competent jurisdiction, arbitrator, or other independent third party, Indemnifiable Losses are limited in accordance with the following:

(i) Indemnifiable Losses do not include any loss or damage to the City that is determined to be remote or speculative.

(ii) For a personal injury or property damage Claim, Indemnifiable Losses are limited to amounts determined to be attributable to acts or omissions of a Contractor Representative that are negligent, reckless, or intentionally wrongful.

(iii) For a Misappropriation Claim, Indemnifiable Losses do not include any amount determined to be attributable to the City's use of Software in contradiction of this Agreement or that would constitute willful infringement.

(iv) For a Public Records Claim, the amount of Indemnifiable Losses is subject to the limitation of liability set forth in section 22.

F. Notice and Control of Defense.

(i) If the City receives notice of a Claim, the City shall provide Contractor with timely notice of that Claim, which in no event shall be later than 20 days from when the City received notice. And if the City fails to provide Contractor with notice of that Claim in that 20-day period and Contractor provides the City with satisfactory documentation that the defense of such Claim will be materially prejudiced by that failure, Contractor will be relieved from its defense obligations under this section 19 only to the extent caused by the delay beyond that 20-day window.

(ii) Contractor will have sole control of the defense of any Claim and all negotiations for its settlement or compromise on the following conditions (i) that Contractor will pay the entire amount of that settlement or compromise and (ii) that Contractor will not, without the prior written consent of the City, enter into any settlement that imposes any obligation, restriction, or finding of fault on the City.

(iii) The City will cooperate fully with Contractor in the defense, settlement, or compromise of any such action. The City may retain its own counsel at its own expense, subject to Contractor's rights in this subsection F.

G. The provisions of this section 19 are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor and will survive the expiration or earlier termination of this Agreement with respect to any Claim arising out of or in connection with any event occurring prior to such expiration or termination.

H. Any term defined in this section 19 applies for purposes of the entire Agreement.

20. Misappropriation Claims.

A. Rather than litigate a Misappropriation Claim, Contractor may resolve that Claim through the methods provided in section 52(C) (warranty concerning Usage Rights).

B. If Contractor elects to litigate a Misappropriation Claim, the City may continue to use the allegedly infringing Licensed Deliverable during the pendency of that litigation.

C. If resolution of a Misappropriation Claim prohibits the City from using a Licensed Deliverable, Contractor shall address that prohibition through the methods provided in section 52(C) (warranty concerning Usage Rights).

D. Contractor shall perform all its obligations under this section 20 without expense to the City, and any amount incurred by the City in connection with Contractor's performance of its obligations under this section 20 is an Indemnifiable Loss subject to section 19.

21. Disclaimer. Except for the express warranties provided in this Agreement and to the maximum extent permitted by applicable law, contractor hereby disclaims all other warranties and conditions, whether express, implied, or statutory, including, but not limited to, any implied warranties, duties, or conditions of merchantability or fitness for a particular purpose. City understands and agrees that Contractor disclaims any liability for errors that relate to user error.

22. Limitation of liability. Except as otherwise expressly set forth in this Agreement, each Party's liability for damages arising out of this Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to that Party's direct damages, not to exceed (a) during the Initial Usage Term, double the total Fees paid as of the time of the claim; or (b) during any Renewal Usage Term, double the Usage Fees payable in that Renewal Usage Term. The Parties acknowledge and agree (i) that the Fee amounts set forth in this Agreement are set in reliance upon this limitation of liability and the exclusion of certain damages pursuant to section 23 and (ii) that each limitation of liability shall apply regardless of the failure of an essential purpose of any remedy. Unless expressly stated otherwise in this Agreement, the foregoing limitation of liability shall not apply to Claims that are subject to sections 19–20.

23. Exclusion of certain damages. To the maximum extent permitted by applicable law, in no event shall either Party be liable for any special, incidental, punitive, indirect, or consequential damages whatsoever, even if that Party has been advised of the possibility of such damages. The foregoing exclusion of damages shall not apply to Claims that are subject to sections 19–20.

24. Insurance.

A. During the course of performing services under this Agreement, Contractor shall carry the following types and amounts of insurance at its own expense:

(i) Commercial general liability insurance in an amount of at least $1,000,000 per occurrence, $2,000,000 aggregate. This policy must include coverage for (i) bodily injury; (ii) property damage; (iii) personal and advertising injury; (iv) products and completed operations; and (v) contractual liability under the Agreement. Such contractual liability coverage shall apply to a business contract under which Contractor assumes the tort liability of another for bodily injury or property damage to a third party provided the bodily injury or property damage is caused, in whole or in part, by Contractor or by those acting on Contractor's behalf.

(ii) Automobile liability insurance of $1,000,000 combined single limit per accident covering all owned, hired and non-owned vehicles.

(iii) Workers' Compensation insurance as required by Florida law and Employers' Liability Insurance in an amount of $100,000 each accident, $100,000 per employee, and $500,000 for all diseases.

(iv) Technology Errors & Omission insurance inclusive of Cyber liability coverage in an amount of $5,000,000 per claim and $10,000,000 in the aggregate. This policy must include coverage for (a) security and privacy liability, including privacy breach response costs, regulatory fines and penalties where insurable by law, and cyber extortion; (b) media liability, including infringement of copyright, trademark, and trade dress; and (c) errors and omissions in any Software, or Service.

B. The City shall be included as additional insured to Contractor's commercial general liability and automobile liability policies for claims caused, in whole or in part, by Contractor as respects this Agreement.

C. Contractor shall provide the City with notice of cancellation, non-renewal or reduction in Contractor's insurance coverages below the requirements set forth in this Agreement within thirty (30) days thereof.

D. Contractor shall provide the City with copies of Certificates of Insurance on a standard ACORD form including the City as additional insured where required by written contract. Upon request by the City, Contractor shall provide the City with a copy

of a Contractor insurance policy if (a) the Parties execute a non-disclosure agreement regarding that policy and (b) one or more of the following conditions has been met: (i) a claim on that policy arising out of or connected to the Agreement has been denied or (ii) a claim on that policy arising out of or connected to the Agreement is the subject of litigation.

E. All insurance required shall be provided by responsible insurers eligible in the State of Florida and rated at least A- in the then current edition of AM Best's Rating Services.

F. If any coverage is on a "Claims Made" basis, the retro date of coverage shall coincide or precede the effective date of this Agreement and continuous coverage shall be maintained or an extended period of reporting shall be exercised for a period of three (3) years from termination or expiration of this Agreement.

G. Where allowable by law, the commercial general liability and auto liability policies, and Workers' Compensation insurance, will include a waiver of subrogation on claims that arise out of or relate to this Agreement and are between Contractor and the City, except to the extent the damage or injury is caused by the City.

H. The commercial general liability and automobile liability shall be primary and non-contributory for claims caused, in whole or in part, by Contractor as respects this Agreement.

25. Notices. Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the earlier of (a) the date delivered in person; (b) on the date of affirmative acknowledgement of receipt by the recipient, if sent by electronic mail or other wire transmission; (c) 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 (d) upon the date delivered by overnight courier (signature required) to the address provided below.

CITY:

City of St. Petersburg
Procurement and Supply Management Department
P. O. Box 2842
St. Petersburg, FL 33731
Phone: 727-893-7027
Attention: Director

CONTRACTOR:

Tyler Technologies Inc
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

26. **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.

27. **Due Authority.** Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.

28. **Assignment.** This Agreement shall be binding on, and shall be for the benefit of, either the City's or Contractor's successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, the City's consent is not required for a complete assignment of the Agreement by Contractor as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of Contractor's assets. The foregoing notwithstanding, Contractor shall notify the City in writing of any such assignment as soon as Contractor is allowed to do so under applicable law.

29. **Dispute Resolution.** If either Party believes that the other Party has failed to comply with this Agreement (for purposes of this Section 29, a "**Dispute**"), resolution of that Dispute is subject to the following process:

A. The Party believing there to be a Dispute (the "**Aggrieved Party**") agrees to initiate resolution of the Dispute by providing the other Party (the "**Responding Party**") with notice of the Dispute setting forth sufficient information for the Responding Party to understand the nature of the Dispute. This notice should occur within 30 days after the Aggrieved Party first becomes aware of the circumstances giving rise to the Dispute, but failure to provide such notice within 30 days shall not constitute a waiver of any such claim.

B. The Parties shall, at their own expense, try to reasonably resolve the Dispute by cooperating, including, if requested by either Party, appointing a senior

representative to meet and engage in good faith negotiations with an appointed senior representative of the other party. Senior representatives will convene within 30 days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable rule under Florida law.

C. If another provision of this Agreement provides specific terms for resolving a Dispute, those specific terms must be applied through the Parties' attempts to resolve the Dispute pursuant to subsection B (e.g., a Dispute involving the Usage Rights warranty under subsection 52.C must be resolved through one of the methods provided in that subsection).

D. If a Dispute is not resolved within a mutually agreed timeframe (or in the absence of one, within 30 days of the initial notice by the Aggrieved Party), then either Party may, if that Party has complied with its obligations under this section 29 and substantially performed its commitments to the other Party to resolve the Dispute (as documented in an agreed-upon action plan or other writing), assert its respective rights and remedies in a court of competent jurisdiction or terminate the Agreement pursuant to section 30.D. Despite the foregoing, nothing in this section shall prevent either party from seeking immediate injunctive relief at any point during the dispute resolution procedures (including by the City, to seek restoration of full access to any Service provided to the City pursuant to the Agreement). Additionally, both parties will continue performing during a dispute unless the nature of the dispute dictates otherwise.

30. Termination.

A. In the event of termination, the City will pay Contractor for all undisputed Fees or Travel Expenses related to any Licensed Deliverable or Service the City has received, or Contractor has incurred or delivered, prior to the effective date of termination. Disputed Fees or Travel Expenses in all terminations other than the City's termination for cause must have been submitted as invoice disputes in accordance with Section 10.F.

B. If the Contractor provides the City with written and specific notice of a violation of the terms of the City's Usage Rights for any Licensed Deliverable, the City shall cure the violation no later than 30 days after receiving such notice. During that period, the Contractor shall not terminate, suspend, impair, degrade, or otherwise limit any Usage Right, Hosting Service, or Support Service. But if the City fails to

cure the violation during the cure period provided by this Section 29(B), the Contractor may terminate this Agreement and the City's Usage Right for that Licensed Deliverable.

C. The City acknowledges that continued access to the SaaS Services is contingent upon City's timely payment of Usage Fees invoiced in accordance with this Agreement. Accordingly, if the City fails to timely pay Usage Fees without invoking the invoice dispute process in Section 10.F, Contractor may discontinue the SaaS Services and deny City's access to the Software. Contractor may also terminate this Agreement if the City does not cure such failure to pay within 45 days of receiving written notice of Contractor's intent to terminate.

D. If the City believes Contractor has materially breached this Agreement, the City must invoke the Dispute resolution procedure set forth in Section 29 before terminating the Agreement pursuant to this subsection D. If, after using that procedure, the Contractor fails to cure such a material breach of this Agreement in accordance with Section 29, the City may terminate this Agreement immediately or at a later date. Additionally, the City may terminate this Agreement as provided in Florida Statutes sections 287.135 and 448.095. If the City terminates the Agreement pursuant to this section, Contractor acknowledges that the City may pursue any and all remedies available at law or in equity, subject only to limitations provided by law or expressly stated in this Agreement (including sections 22 and 23).

E. The City may terminate this Agreement at any time and for any reason upon thirty (30) days written notice to Contractor. In the event of termination by the City pursuant to this Section 29(E), the City shall: (i) pay the Contractor for any Service performed prior to termination for which the City has not already paid; (ii) pay the Contractor for any perpetual Usage Right that the City has accepted but for which the City has not already paid; (iii) pay the Contractor for any Hardware that the City has accepted but for which the City has not already paid; (iv) return to the Contractor any Hardware that the City has not accepted; and (v) pay Contractor the following early termination fees:

(i) If the termination occurs during the first year of the Agreement, 100% of the Usage Fees through the date of termination plus 25% of the Usage Fees then due for the remainder of the Initial Usage Term.

(ii) If the termination occurs during the second year of the Agreement, 100% of the Usage Fees through the date of termination plus 15% of the Usage Fees then due for the remainder of the Initial Usage Term.

(iii) If the termination occurs after the second year of the Agreement but before the end of the Initial Usage Term, 100% of the Usage Fees through the date of termination plus 10% of the Usage Fees then due for the remainder of the Initial Usage Term.

(iv) If the termination occurs after the Initial Usage Term, there is no early-termination fee.

F. If a Permitted Delay (as defined in Section 45) continues for more than 45 days, the Party that is not the Delayed Party may terminate this Agreement.

G. If the City should not appropriate or otherwise make available funds sufficient to pay the Fees due under this Agreement, the City may unilaterally terminate this Agreement upon 30 days written notice to Contractor. Upon termination pursuant to this subsection G, City will not be entitled to a refund or offset of previously paid, but unused Fees.

H. Termination of this Agreement is deemed to be a termination of the Other Documents (as defined in Section 3) and any City Form (as defined in Section 41).

31. Governing Law and Venue. This Agreement will be interpreted under Florida law. Venue for any action arising out of the Agreement brought in state court shall be in Pinellas County, St. Petersburg Division, and venue for any action arising out of the Agreement brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the courts specified in this section are an improper or inconvenient venue. Moreover, the parties consent to the personal jurisdiction of the courts specified in this section and irrevocably waive any objections to said jurisdiction.

32. Amendment. Except as otherwise explicitly set forth in this Agreement (including as provided with respect to Third-Party Usage Rights in section 13.E) no amendment or termination of this is effective without mutual written consent of the parties. Accordingly, no other contractual provision presented by the System to a user of the System, including any click-through, click wrap or browse-wrap (each, a "**Click-through Provision**"), may serve as an amendment to this Agreement, and this Agreement supersedes any Click-Through Provision with respect to the City and with respect to any person who uses the System pursuant to this Agreement.

33. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to its subject matter, and it supersedes any previous representation, proposal, or agreement as to its subject matter, whether oral or written.

34. **Compliance with Laws.** Contractor shall, in its performance of this Agreement, comply with all applicable federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "**Laws**"), including but not limited to Florida laws regarding public records. Contractor shall also comply with all applicable City policies and procedures. Contractor hereby makes all certifications required under Florida Statute section 287.135. The Fees set forth in the Investment Summary are based, in part, on the cost of compliance with applicable laws existing as of execution of the Agreement. Should laws applicable to Contractor's performance under the Agreement change post-signature, Contractor reserves the right to seek a Contract Adjustment for the additional work, time, and/or cost that may be required to comply with the new law, ordinance, or regulation.

35. **Third Party Beneficiary.** Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto. This provision does not affect the rights of third parties under any Third-Party Usage Rights set forth in Appendix F with respect to the applicable Embedded Software.

36. **No Liens.** Unless otherwise expressly stated in this Agreement, Contractor shall not suffer any liens to be filed against any City property by reason of any work, labor, services or materials performed at or furnished to City property, to Contractor, or to anyone using City property through or under Contractor. Nothing contained in this Agreement shall be construed as a consent on the part of the City to subject City property or any part thereof to any lien or liability under any Laws.

37. **City liability.** To the extent permitted under applicable law, the City accepts no liability, responsibility, or indemnity obligation for any third-party claim or damage arising out of or in connection with the Agreement or the possession or use of any deliverable provided by the Contractor pursuant to this Agreement. Nothing in the Agreement is intended to serve as a waiver of sovereign immunity by the City or acceptance by the City of any liability in excess of limits provided to the City under applicable law.

38. **No Construction against Preparer of Agreement.** This Agreement has been prepared by the City and reviewed by Contractor and its professional advisors. The City, Contractor and Contractor's professional advisors believe that this Agreement expresses their

agreement and that it should not be interpreted in favor of either the City or Contractor or against the City or Contractor merely because of their efforts in preparing it.

39. Use of Name. Subject to the requirements of Florida laws regarding public records, neither party shall use the other party's name in conjunction with any endorsement, sponsorship, or advertisement without the written consent of the named party. This does not prohibit either Party from identifying the other as part of a request for information, including a request that Contractor identify all jurisdictions using the System as part of a bid, proposal, or the equivalent.

40. Non-appropriation. Notwithstanding anything in this Agreement to the contrary, the obligation of the City as to any payment or funding required pursuant to this Agreement (including any acceleration of payment or penalty resulting from termination of the Agreement before the end of the then-current term) shall be limited to an obligation in any given year to budget, appropriate, and pay from legally available funds, after monies for essential city services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City is not prohibited from pledging any legally available non-ad-valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

41. City Consent and Action.

A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

B. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

C. The City may issue purchase orders or other written directives (each a "**City Form**"), alone or in combination, to exercise any right(s) available to it under the Agreement (e.g., purchasing more data storage capacity in accordance with section 7), and a City Form is subject to the terms of the Agreement regardless of whether that City Form expressly or precisely refers to the Agreement. A City Form may be issued in conjunction with an amendment to this Agreement (e.g., to pay

for additional Implementation Services obtained through the Contract Adjustment process), but a City Form may not, in and of itself, amend the Agreement.

D. If the City Charter is amended so that the Mayor is no longer the chief administrative official of the City, the term "Mayor" will be interpreted to apply to whatever position is designated by or pursuant to the Charter as the City's chief administrative official or equivalent.

E. For purposes of this Agreement, the City warrants that any required written permission, consent, acceptance, approval, or agreement by the City will meet the requirements of the above sections 41 A and B. Upon request by the Contractor, the City shall provide documentation of authorization required under subsections A and B, above.

42. Captions. Captions are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

43. Books and Records. Contractor shall prepare in accordance with generally accepted accounting practice and shall keep financial records related to Fees and Travel Expenses related to this Agreement (including any invoice, any document described in the Invoicing and Payment Policy, and any other records of time and expense relating directly to this Agreement). Contractor shall keep all such records for the greater of five (5) years from creation or such period as is required by applicable law. The City may audit Contractor's books and records relating directly to the Agreement once per year on one (1) week advance written notice, and at City's expense. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

44. Survival. In addition to any provision within this Agreement that explicitly provides for a right of survival, all obligations and rights of any party related to indemnification and confidentiality shall survive expiration or earlier termination of this Agreement.

45. Force Majeure. If either Party is delayed, hindered, or prevented from the performance required under this Agreement by an event beyond the reasonable control of that Party, including, without limitation, strike, lockout, labor trouble, power failure, riot, insurrection, war, act of God, public health emergency, or other similar event that could not with reasonable diligence be foreseen or prevented by that Party (each a "**Permitted Delay**"), that party (the "**Delayed Party**") is excused from performance under the Agreement for the period of time equivalent to the delay caused by that Permitted Delay if that Delayed Party requests an extension from the other party in the 10 calendar days following the date on which the Delayed Party had actual or constructive knowledge of the Permitted Delay.

46. **No Waiver.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Contractor shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

47. **Governmental Permits and Licenses.** Contractor 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 Contractor's performance of this Agreement. Upon request of the City, Contractor shall provide the City with written evidence of such permits, licenses, certifications and approvals.

48. **Successors and Assigns.** This Agreement shall inure to the benefit of and be enforceable by and against the Parties, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization.

49. **Subcontract.** Except as otherwise provided by section 17, the hiring or use of subcontractors in connection with the performance of Contractor's obligations under this Agreement shall not be permitted without the prior written approval of the City, which approval may not be unreasonably withheld by the City. Contractor shall pay all subcontractors and suppliers in accordance with any agreement between any subcontractors and suppliers and applicable law.

50. **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.

51. **Contract Adjustments.**

A. Either party may propose additions, deletions, or modifications to the Statement of Work (each, a "**Contract Adjustment**") in whatever manner such party determines to be reasonably necessary for proper compliance with this Agreement. Proposals for a Contract Adjustment shall be submitted in writing to the non-requesting party. A Contract Adjustment will be effective only if made in the form of an amendment to this Agreement made in accordance with this Agreement.

B. In the event Contractor proposes a Contract Adjustment and the City does not approve such Contract Adjustment, Contractor will, continue to perform the original Statement of Work in accordance with the terms and conditions of this Agreement.

C. A Contract Adjustment is not required for the exercise of a presently existing contractual right. For example, a Contract Adjustment would *not* be required to increase the Usage Fee to provide additional data storage capacity pursuant to section 7(C), but a Contract Adjustment *would* be required to increase the Usage Fee to add to the Scope of Work an item identified as "optional" in the Investment Summary.

D. If a Contract Adjustment is executed within 12 months of the Effective Date and adds to the Scope of Work in any additional or optional item on the Investment Summary, the pricing for that item in the Contract Adjustment will not exceed the amount shown on the Investment Summary. If no rate is provided in the Investment Summary, or those 12 months have expired, the City may purchase additional products and services at Contractor's then-current list price.

52. Warranties.

A. The Contractor warrants that the Software will perform without Defects during the term of this Agreement. If the Software does not perform as warranted, Contractor will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the SLA (as described in Appendix D-1) and the Support Call Process (as described in Appendix D-2).

B. The Contractor warrants that it will meet or exceed industry standards to keep the System free of any security vulnerability, exploit, or other malware that could adversely affect any computer used to access the System or expose any City Data to unauthorized disclosure.

C. The Contractor warrants that any Update will be consistent with Agreement sections 5(G) and (H). The Contractor warrants that, pursuant to this Agreement, the Contractor has granted to the City every Usage Right needed for the City to use every Licensed Deliverable in accordance with this Agreement. Contractor further warrants (i) that Appendix F is a complete and accurate disclosure, pursuant to Section 13(D), of any applicable terms of any Usage Rights derived from a third party and (ii) that use of the System as described in this Agreement complies with all such applicable terms. If any warranty set forth in this subsection (C) is breached,

the Contractor shall cure such breach through one or more of the following methods, to be determined by Contractor in Contractor's sole discretion:

(i) The Contractor may procure for the City the right to continue using that Licensed Deliverable.

(ii) The Contractor may ensure that that Licensed Deliverable has been modified to make it non-infringing.

(iii) The Contractor may replace that Licensed Deliverable with a functional equivalent, in which case the City will stop using the original Licensed Deliverable. If such replacement involves Embedded Software, the Parties shall, in good faith, negotiate a Contract Adjustment to amend Appendix F as needed.

D. The Contractor warrants that it shall provide each Service in a professional, workmanlike manner, consistent with industry standards. In the event Contractor provides services that do not conform to this warranty, Contractor will re-perform such services at no additional cost to the City.

E. The following warranties apply to Contractor Representatives (as defined in section 19):

(i) The Contractor warrants that each Contractor Representative assigned to implement Contractor's obligations under this Agreement will have sufficient skills and experience to perform their obligations in accordance with the services warranty provided at subsection D, above.

(ii) If the City makes a good faith determination that any Contractor Representative is endangering, threatening, or harassing any Indemnified Party (also as defined in section 19), City may immediately exclude that Contractor Representative from City property. Additionally, if City provides Contractor with notice and documentation of that issue, Contractor shall immediately replace that Contractor Representative.

(iii) Otherwise, if the City determines that any Contractor Representative is not providing services consistent with the services warranty or are otherwise negatively impacting the project, the City will notify Contractor of that deficiency and give Contractor a reasonable opportunity to correct it. In the event the deficiency persists, Contractor will replace that project member, upon written request and demonstration of good cause.

(iv) Regardless of the reason for replacement, the replacement Contractor Representative shall have reasonably sufficient experience and project knowledge to fulfill applicable obligations under the Agreement. The foregoing notwithstanding, if the replacement Contractor Representative is providing services onsite, the City shall remain liable for travel expenses incurred by Contractor Representative, to be invoiced in accordance with the Business Travel Policy.

F. The grant of any Usage Right pursuant to this Section 52, whether from the Contractor or from a third party, will be deemed incorporated into this Agreement as if it was granted pursuant to Section 13.

53. Non-Exclusive Agreement. This Agreement imposes no obligation on the City to utilize Contractor for all of the work and services of this type that may be needed during the Term. The City specifically reserves the right to concurrently contract with other companies for similar work and services if it deems such action to be in the City's best interest. Notwithstanding the foregoing, the City will not contract with any company other than Contractor to perform any of the work and services to be performed by Contractor under this Agreement. But this does not prohibit the City from contracting with another company to develop integrations with the System or for non-Contractor software that performs the same function as the Software.

54. Public Records. With respect to Florida law regarding public records (including Florida Statutes chapter 119, generally, and Florida Statutes subsections 119.0701(2)–(3), specifically):

A. Contractor shall, to the extent Florida law regarding public records is applicable to Tyler's performance pursuant to this Agreement: (i) keep and maintain public records (as defined in Florida's Public Records law) required by the City to perform the services pursuant to this Agreement; (ii) upon request from the City Clerk's Office, provide the City (at no cost to the City) with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records law or other applicable Laws; (iii) ensure that public records in Contractor's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws for the Term and after the expiration or earlier termination of this Agreement; and (iv) after the expiration or earlier termination of this Agreement, at the City's request, either transfer, at no cost, to the City all public records in Contractor's possession within ten (10) days following the City's request and/or keep and maintain any public records required

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

B. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT 727-893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.**

C. Florida law regarding public records supersedes all other terms of the Agreement and any non-disclosure agreement required by the Agreement, including any confidentiality provision that would prohibit the City from releasing any record related to the Agreement or the applicable non-disclosure agreement; provided, however, that in the event the City receives an open records or other similar applicable request, the City will give Contractor prompt notice and otherwise perform the functions required by applicable law.

D. Nothing in the Agreement allows destruction of any record that must be retained for a longer period of time pursuant to Florida law regarding public records. Accordingly, the City may retain any record related to the Agreement (including any Intellectual Property of the Contractor or any third party) as needed to comply with all applicable law, including Florida law regarding public records.

55. Taxes. The City represents that, as a Florida municipal corporation, the City is a tax-exempt entity. The City agrees to provide Contractor with a tax-exempt certificate upon Contractor's request.

56. Living Wage Requirements. Contractor agrees to be subject to and shall comply with the living wage requirements set forth in St. Petersburg City Code Chapter 2, Article V, Division 9, as those requirements may be amended from time to time, (collectively, the

"**Living Wage Requirements**"). The Living Wage Requirements are incorporated into the Contract as the Contractor's obligations under the Contract. Accordingly, Contractor shall pay its employees for any hours worked pursuant to the Contract in accordance with the Living Wage Requirements and comply with all other Living Wage Requirements. Contractor's failure to comply with the Living Wage Requirements will result in consequences for non-compliance set forth in Chapter 2, Article V of the St. Petersburg City Code.

57. Counterparts; Electronic Signature: The Agreement may be signed in any number of counterparts, each of which is deemed to be an original, and such counterparts collectively constitute a single original copy of the Agreement. Additionally, each party is authorized to sign this Agreement electronically using any method authorized by applicable law and 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each party is executing this Agreement on the date stated adjacent to that party's signature.

CITY OF ST. PETERSBURG, FLORIDA

By: _____

Name: _____

Title: _____

Date: _____

ATTEST

_____

Chandrahasa Srinivasa, City Clerk

Approved as to Content and Form

_____

City Attorney (Designee)

(SEAL)

[ADDITIONAL SIGNATURE PAGE FOLLOWS]

TYLER TECHNOLOGIES, INC.

Date: _____ By: _____

Name: _____

Title: _____

APPENDIX A
FEES

Composite Appendix A is composed of the following documents:

Appendix A-1	Investment Summary
Appendix A-2	Implementation Fee Payment Schedule
Appendix A-3	Usage Fee Payment Schedule
Appendix A-4	Invoicing and Payment Policy
Appendix A-5	Business Travel Policy

APPENDIX A-1
INVESTMENT SUMMARY

The attached Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

Quoted By:	Garth Magness
Quote Expiration:	10/31/24
Quote Name:	City of St. Petersburg-Enterprise Group-EPL and UB
Quote Description:	RFP 8310 - Tyler Combined BAFO
Saas Term	5.00

Sales Quotation For:

City of St. Petersburg
PO Box 2842
St Petersburg FL 33731-2842

Shipping Address:

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
General Ledger (Limited Use)	1	0	
Enterprise Permitting & Licensing Core Software			
Business Management Suite - Site License	1		
Community Development Suite - Site License	1		
Enterprise Permitting & Licensing Extensions			
Advanced Automation Bundle	1		
Business Management API Toolkit	1		
Civic Access - Business Management	1		
Civic Access - Community Development	1		
Community Development API Toolkit	1		
Content Management API	1		
Core Foundation Bundle	1		
Credit Card Payment API	1		
Decision Engine	1		

e-Reviews	1	
Enterprise Permitting & Licensing Cashiering API Toolkit	1	
Enterprise Permitting & Licensing Executive Insights Bundle	1	
Enterprise Permitting & Licensing IVR API Toolkit	1	
Enterprise Permitting & Licensing Mobile Site License	1	
Enterprise Service Requests (Back office only, does not include mobile app)	1	
GIS Site License	1	
Request & Enforcement Management API Toolkit	1	
Revenue Management		
Accounts Receivable	1	0
Cashiering	1	0
General Billing	1	0
Resident Access	1	0
Utility Billing CIS including Graphing Agent	1	0
Utility Billing Meter Interface	1	0
Enterprise Asset Management		
Asset Maintenance & Performance - Site License	1	0
Internal Requests License	1	0
Content Management		
Content Manager Enterprise	1	0
Content Manager Enterprise Auto Indexing and Redaction	1	0
Data Insights		
Enterprise Analytics and Reporting (Limited Use) w Executive Insights	1	0
My Civic Bundle (Citizen Engagement and Requests)	1	
Additional		
Enterprise Forms Processing Software (including Common Form Set)	1	0
IVR Gateway	1	0
Notify includes 270,000 Msgs and 9,000 Mins per year	1	0
Integrations		
API Toolkit Bundle	1	0
SnapLogic - Up to 10 Integrations	1	0
Subscription Fees		
Postal XPress (Lorton) Annual Subscription	1	0

Recurring Services		
Hosted Report Management (additional user)	1	
Professional Services		
Standard Technical Support	1	

Sub-Total:			
Less Discount:			
TOTAL		**0**	**$ 1,551,455.00**

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Business Process Consulting - Asset Maintenance	1				
Business Process Consulting - Budgeting	1				
Business Process Consulting - Enterprise Permitting and Licensing	1				
Business Process Consulting - General Billing	1				
Business Process Consulting - General Ledger	1				
Business Process Consulting - Miscellaneous Cash	1				
Business Process Consulting - Utility Billing	1				
Configuration Postal Xpress (Lorton)	1				
Content Manager Enterprise Installation	1				
Custom Report Writing - EPL	480				
Custom Report Writing - ERP	120				
Dedicated Full Time Project Manager (EAM PM - Monthly)	13				
Dedicated Full Time Project Manager (EPL PM - Monthly)	18				
Dedicated Full Time Project Manager (Utility PM - Monthly)	15				
Development Integration (per Tyler Interfaces v1.4)	1				

CONFIDENTIAL with respect to the line-item pricing.

Enterprise Forms Signature Digitization	1		
EPL Implementation Servces - Configuration Training	80		
EPL Implementation Services	4050		
EPL Implementation Services - API Consulting	80		
EPL Implementation Services - Data Conversion	160		
EPL Implementation Services - Integration Development	80		
EPL Implementation Services - Process Validation Training	40		
EPL Implementation Services - Solutions Orientation Training	80		
EPL Implementation Services - Training (Train the Trainer)	80		
ERP Implementation Services - API Consulting	320		
ERP Implementation Services - Consultant I	1784		
ERP Implementation Services - Consultant II	1784		
ERP Implementation Services - Consultant III	1784		
ERP Implementation Services - Project Lead II	1920		
ERP Implementation Services - Project Lead III	1920		
MISC Enterprise Permitting & Licensing Service	80		
Conversions – See Detailed Breakdown Below			
TOTAL		**$ 5,079,880.00**	**$ 0.00**

Payments

	Use Case	List Price	Service %	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Client Card Cost - Interchange Plus										
Enterprise ERP										
Enterprise ERP Payments	UB/Special Assessments									
Enterprise ERP Payments	UB/Special Liens									
Enterprise ERP Payments	General Billing									
Enterprise ERP Payments	Utility Billing									
Enterprise Permitting & Licensing										
Enterprise Permitting & Licensing Payments	Licenses									
Enterprise Permitting & Licensing Payments	Permits									

Enterprise Permitting & Licensing Payments	Code Enforcement
Payments - Other Fees	
Enterprise ERP	
Client eCheck Cost	
eCheck Rejects	
Credit Card Chargebacks	
Enterprise Permitting & Licensing	
Client eCheck Cost	
eCheck Rejects	
Credit Card Chargebacks	

Client Card Cost - Interchange Plus	Per card transaction with Visa, MasterCard, Discover, and American Express for all transactions on top of industry-driven rates for bank fees, card brand fees, interchange fees, dues, assessments, and other processing fees.
Client eCheck Cost	Per electronic check transaction.
Enterprise ERP Payments	IVR Cost - Additional $0.40 per transaction on top of Card and eCheck fee.
Credit Card Chargebacks	If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)
eCheck Rejects	When an eCheck transaction comes back as declined (e.g bounced check)

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 1,551,455.00
Total Tyler Services	$ 5,079,880.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 5,079,880.00**	**$ 1,551,455.00**
Contract Total	**$ 12,837,155.00**	
Estimated Travel Expenses excl in Contract Total	**$ 550,000.00**	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Accounting				
AC Standard COA	1			
Content Management				
Content Manager Enterprise - 3rd Party Content 10-20 Document Level 3	3			
Enterprise Asset Management				
AM - Closed WO History No Cost Data	1			
AM - WO History With Cost Data	1			
AM - Work Order Asset	1			
General Billing				
GB - Bills up to 5 years	2			
GB - Recurring Invoices	1			
GB Std CID	1			
Utility Billing				
Utility Billing - Backflow	1			
Utility Billing - Balance Forward AR	1			
Utility Billing - Consumption History up to 5 years	2			
Utility Billing - Flat Inventory/Containers	1			
Utility Billing - Option 2 Assessments	1			
Utility Billing - Service Orders	1			
Utility Billing - Services	1			
Utility Billing - Standard	1			

TOTAL	**$ 193,530.00**

Optional Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Capital Assets	1		
Inventory	1		
TOTAL:		**0**	**$ 96,488.00**

Optional Professional Services

Description	Quantity	Unit Price	Ext. Discount	Extended Price	Maintenance
Business Process Consulting - Capital Assets	1				
Business Process Consulting - Inventory	1				
Conversion – See Detailed Breakdown Below					
TOTAL				**$ 71,250.00**	**$ 0.00**

Optional 3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Cash Drawer	1						
Hand Held Scanner Stand	1						
Payments Lane 3000 Terminal Purchase	1						
Payments PCI Service Fee (Per Device)	1						
Printer (TM-S9000II)	1						

TOTAL	**$ 2,332.00**	**$ 180.00**

Optional Conversion Details (Prices Reflected Above)

Description	Quantity	Unit Price	Discount	Total
Capital Assets				
CA - History	1			
CA Std Master	1			
Inventory				
IN - Commodity Codes	1			
IN Std Master	1			

TOTAL	**$ 22,250.00**

Tyler Annual Discount Detail (Excludes Optional Products)

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Financial Management			
General Ledger (Limited Use)			
Enterprise Permitting & Licensing Core Software			
Business Management Suite - Site License			
Community Development Suite - Site License			
Enterprise Permitting & Licensing Extensions			
Advanced Automation Bundle			
Business Management API Toolkit			
Civic Access - Business Management			
Civic Access - Community Development			
Community Development API Toolkit			
Content Management API			
Core Foundation Bundle			
Credit Card Payment API			
Decision Engine			
e-Reviews			

Enterprise Permitting & Licensing Cashiering API Toolkit
Enterprise Permitting & Licensing Executive Insights Bundle
Enterprise Permitting & Licensing IVR API Toolkit
Enterprise Permitting & Licensing Mobile Site License
Enterprise Service Requests (Back office only, does not include mobile app)
GIS Site License
Request & Enforcement Management API Toolkit
Revenue Management
Accounts Receivable
Cashiering
General Billing
Resident Access
Utility Billing CIS including Graphing Agent
Utility Billing Meter Interface
Enterprise Asset Management
Asset Maintenance & Performance - Site License
Internal Requests License
Content Management
Content Manager Enterprise
Content Manager Enterprise Auto Indexing and Redaction
Data Insights
Enterprise Analytics and Reporting (Limited Use) w Executive Insights
My Civic Bundle (Citizen Engagement and Requests)
Additional
Enterprise Forms Processing Software (including Common Form Set)
Hosted Report Management (additional user)
IVR Gateway
Notify includes 270,000 Msgs and 9,000 Mins per year
Integrations
API Toolkit Bundle
SnapLogic - Up to 10 Integrations
Professional Services

Postal XPress (Lorton) Annual Subscription
Standard Technical Support

	TOTAL	**$ 1,919,407.00**	**$ 367,952.00**	**$ 1,551,455.00**

Comments

These comments supplement the terms of the agreement to which this Investment Summary is attached (as may be amended from time-to-time, the "Agreement").

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors. Changes to services that would increase pricing are subject to the "Contract Adjustment" process in the Agreement.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly, subject to the "Contract Adjustment" process in the Agreement.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations will be completed remotely or onsite in accordance with the "Initial Implementation SOW" that is attached to the Agreement.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 50% Client and 50% Tyler. Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Okta, and Identity Automation Rapid Identity. Any requirement by you to use an IdP not supported by Tyler will require additional costs, available upon request. Content Manager Enterprise includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of $5,000 per TB.

The SaaS fees for product that are not named users are based on 250 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories, subject to the “Contract Adjustment” process in the Agreement.

Tyler Software Product General Ledger (Limited Use) is licensed only for use with the other Tyler Software Products licensed to the client. A Client may use General Ledger (Limited Use) independent of the other Tyler Software Products licensed to the client by remitting to Tyler the then-current license and annual maintenance fees.

Content Manager Enterprise - 3rd Party Content 10-20 Document Level 3 supports from 10-20 types of documents and 1,000,000+ total documents.
General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.
Each API Toolkit or Connector comes with 8 free hours of API Development Consulting hours. Each API Bundle comes with 16 free API Development Consulting hours. The foregoing “free hours” are in addition to the API Consulting hours listed in this quote. Additional hours can be purchased beyond this standard offering.

Utility Billing CIS includes the Graphing Agent. Utility billing library includes: standard Utility bill, standard UB receipt, standard UB delinquent notice, standard door hanger and standard final utility bill.

Core Foundation Bundle includes Enterprise Forms, Hub, SSRS/Crystal, Dynamic Reports, BMP Templates and Standard IOs. Tyler resources will configure and test basic Enterprise Licensing & Permitting functionality including global settings, and preliminary user roles. Enterprise Permitting & Licensing powered by EnerGov Advanced Automation Bundle includes Intelligent Objects, Intelligent Automation Agent, Georules and Workflow Designer.

Decision Engine is a web-based application that utilizes yes/no questions to guide citizens through online applications. Tyler will ensure and troubleshoot the connection and provide application configuration training. The client is responsible to design.

iG Workforce - iG Inspect and iG Enforce provide a mobile solution for field personnel to capture inspection and code data remotely. Tyler will assist to connect IG Apps to the Enterprise Permitting & Licensing powered by EnerGov suite, and support testing. These applications are available on iOS. The client is responsible for ensuring the app(s) are downloaded and kept up to date on client utilized hardware.

Enterprise Service Requests is an application for citizens to report code complaints. Tyler resources will configure, train client personnel, and support go-live for 311 functionality utilized by Enterprise Permitting & Licensing powered by EnerGov.

Enterprise Permitting Support Services provided by Tyler are limited to installation of the API and guidance to the Client's integration development resources. Tyler does not provide integration development services for Enterprise Permitting & Licensing powered by EnerGov API/SDK toolkits. The Client (or a selected third party integrator) will perform all development work against the API/SDK.

Tyler resources will establish connection and verify data exchange between My Civic and Enterprise Permitting & Licensing powered by EnerGov for code cases.

Your payment of the annual subscription or SaaS fee for Tyler Notify will include an identified amount of messages and/or minutes annually, as stated above. Additional messages and/or minutes may be purchased from Tyler in accordance with the terms of the Agreement.

Current fees for additional rates:

-Notify Additional Block of 12,000 Messages Per Year @ $ 300.00
-Notify Additional Block of 5,000 Minutes Per Year @ $ 300.00

APPENDIX A-2
IMPLEMENTATION FEE PAYMENT SCHEDULE

Tyler Proposed Payment Schedule					
Phase	**Milestone**	**Description**		**Milestone w/o Travel**	**Weight**
1	1.1	Initiate and Plan Stage Acceptance	$	204,995.08	10.0%
1	1.2	Chart of Account Design Acceptance	$	307,492.62	15.0%
1	1.3	Assess & Define Stage Acceptance	$	358,741.39	17.5%
1	1.4	Prepare Solution Stage Acceptance	$	409,990.16	20.0%
1	1.5	Production Readiness Stage Acceptance	$	256,243.85	12.5%
1	1.6	Production Stage Acceptance + 40K Dev Services	$	347,492.62	15.0%
1	1.7	**Phase 1 Closure**	$	204,995.08	10.0%
2	2.1	Initiate and Plan Stage Acceptance	$	29,999.28	10.0%
2	2.2	Chart of Account Design Acceptance	$	44,998.92	15.0%
2	2.3	Assess & Define Stage Acceptance	$	52,498.74	17.5%
2	2.4	Prepare Solution Stage Acceptance	$	59,998.56	20.0%
2	2.5	Production Readiness Stage Acceptance	$	37,499.10	12.5%
2	2.6	Production Stage Acceptance	$	44,998.92	15.0%
2	2.7	**Phase 2 Closure**	$	29,999.28	10.0%
3	3.1	Initiate and Plan Stage Acceptance	$	199,995.20	10.0%
3	3.2	Assess & Define Stage Acceptance	$	399,990.40	20.0%
3	3.3	Prepare Solution Stage Acceptance	$	499,988.00	25.0%
3	3.4	Production Readiness Stage Acceptance	$	499,988.00	25.0%
3	3.5	Production Stage Acceptance	$	199,995.20	10.0%
3	3.6	**Phase 3 Closure**	$	199,995.20	10.0%
4	4.1	Initiate and Plan Stage Acceptance	$	64,998.44	10.0%
4	4.2	Assess & Define Stage Acceptance	$	129,996.88	20.0%
4	4.3	Prepare Solution Stage Acceptance	$	162,496.10	25.0%
4	4.4	Production Readiness Stage Acceptance	$	162,496.10	25.0%
4	4.5	Production Stage Acceptance + 40K Dev Services	$	104,998.44	10.0%
4	4.6	Phase 4 Closure	$	32,499.22	5.0%
4	4.7	**Project Closure**	$	32,499.22	5.0%
			$	**5,079,880.00**	
		Travel Expenses	**$**	**550,000.00**	

APPENDIX A-3
USAGE FEE PAYMENT SCHEDULE

Usage Fee Payment Schedule
Years 1–5

Billing Frequency	Year	Invoice Date	Usage Fee
Quarterly	1	10/01/24	$ 77,572.75
		01/01/25	$ 155,145.50
		04/01/25	$ 232,718.25
		07/01/25	$ 232,718.25
	2	10/01/25	$ 310,291.00
		01/01/26	$ 310,291.00
		04/01/26	$ 387,863.75
		07/01/26	$ 387,863.75
	3	10/01/26	$ 387,863.75
		01/01/27	$ 387,863.75
		04/01/27	$ 387,863.75
		07/01/27	$ 387,863.75
Annually	4	10/01/27	$ 1,551,455.00
	5	10/01/28	$ 1,551,455.00
Total for Years 1-5			**$ 6,748,829.25**

APPENDIX A-4
INVOICING AND PAYMENT POLICY

The City and the Contractor shall use the following procedures for invoicing and payment, subject to related provisions elsewhere in the Agreement, including section 10 and the Business Travel Policy (Appendix A-5):

1. Implementation Fees. Implementation Fees are invoiced on a per-milestone basis following acceptance of the applicable milestone in accordance with Agreement subsection 12(A).

2. Usage Fees. During the Implementation Term and the Initial Usage Term, Usage Fees for "Tyler SaaS and Related Services" will be billed in accordance with the Usage Fee Schedule, with payments shifting from quarterly to annual after the third year. For any Renewal Term occurring after the period covered by the Usage Fee Schedule, those Usage Fees will continue to be billed on an annual basis and may be increased only as provided in Agreement sections 7.F and 7.G. If any other type of Usage Fee is added through a Contract Adjustment, Contractor will invoice that Usage Fee as specified in the applicable Contract Adjustment.

3. Transaction Fees. Transaction Fees are invoiced on a quarterly basis.

4. Travel Expenses. Travel Expenses are invoiced on a monthly basis as incurred. Copies of receipts will be provided upon request; Contractor reserves the right to charge City an administrative fee depending on the extent of City's requests. Receipts for miscellaneous items less than $25 and mileage logs are not available.

5. Sufficiency of Invoice. The City is obligated to pay Fees and Travel Expenses to Contractor only if Contractor has submitted an invoice in accordance with the City's procedures for submission of such an invoice, which will be substantially similar to the following:

(a) Each invoice must be a separate file in PDF format.

(b) Each invoice must be transmitted electronically to the City through a method specified by the Customer (currently, an email to ap@stpete.org).

(c) Each invoice must contain the following information: (i) City purchase order number (or equivalent); (ii) remit-to address; (iii) detailed description, including any information expressly required by this Invoicing and Payment Policy.

6. Payment. Payment for undisputed invoices is due within 45 days of the invoice date. Contractor prefers to receive payments electronically. Contractor's electronic payment information is available by contacting AR@tylertech.com.

APPENDIX A-5
BUSINESS TRAVEL POLICY

The attached Business Travel Policy is a Contractor Standard Document that may be amended by Contractor in accordance with Agreement section 4.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

   Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

   All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

   When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

   The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

   Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

APPENDIX B
SYSTEM SPECIFICATIONS

Composite Appendix B is composed of the following documents:

Appendix B-1 Contractor's Response to RFP Evaluation Matrix

APPENDIX B-1
CONTRACTOR'S RESPONSE TO RFP EVALUATION MATRIX

The following document was submitted by the Contractor in response to the City solicitation that resulted in this Agreement. Accordingly, the System is required to meet or exceed any requirement marked "Compliant" except as may be limited by the comment accompanying that requirement; provided, however, that future functionality may be updated, modified, or otherwise enhanced as provided in Agreement sections 5(G) and (H).

The City acknowledges that Tyler asserts that the following document is confidential to the full extent allowed under Florida law regarding public records.

The RFP Matrix has been omitted from this copy of the Agreement based on the Contractor's assertion that it is confidential under Florida law regarding public records.

APPENDIX C
IMPLEMENTATION SOW

Composite Appendix C is composed of the following documents:

Appendix C-1 Initial Implementation SOW

APPENDIX C-1
INITIAL IMPLEMENTATION SOW

City of St. Petersburg, FL

SOW from Tyler Technologies, Inc.

08/17/2023

Presented to:

PO Box 2842
St. Petersburg, FL 33731

Contact:
Mohamad Mabrouk
Email: Mohamad.Mabrouk@TylerTech.com
2530 Sever Road, Suite 200, Lawrenceville, GA 30043

Table of Contents

PART 1: EXECUTIVE SUMMARY 4

1. Project Overview 4
1.1 Introduction 4
1.2 Project Goals 4
1.3 Methodology 4

PART 2: PROJECT FOUNDATION 6

2. Project Governance 6

3. Project Scope Control 7
3.1 Managing Scope and Project Change 7
3.2 Change Control 7
3.3 Change Request Management 7

4. Acceptance Process 9

5. Roles and Responsibilities 9
5.1 Tyler Roles & Responsibilities 9
5.1.1 Tyler Executive Manager 10
5.1.2 Tyler Implementation Manager 10
5.1.3 Tyler Project Manager 10
5.1.4 Tyler Implementation Consultant 11
5.1.5 Tyler Sales 11
5.1.6 Tyler Technical Services 11
5.1.7 Tyler API Services 12
5.2 City Roles & Responsibilities 12
5.2.1 City Executive Sponsor 12
5.2.2 City Steering Committee 12
5.2.3 City Project Manager 13
5.2.4 City Functional Leads 14
5.2.5 City Power Users 15
5.2.6 City End Users 15
5.2.7 City Technical Lead 15
5.2.8 City Change Management Lead 16

PART 3: PROJECT PLAN 17

6. Project Stages 17
6.1 Initiate and Plan 18
6.1.1 Initial Coordination 18
6.1.2 Project/Phase Planning 19

6.1.3 Infrastructure Planning 20
6.1.4 Stakeholder Meeting 21
6.1.5 GIS Preparation 22
6.1.6 Control Point 1: Initiate & Plan Stage Acceptance 23
6.2 Assess & Define 24
6.2.1 Solution Orientation 24
6.2.2 Current & Future State Analysis 24
6.2.3 Conversion Assessment 26
6.2.4 Intentionally left blank. 28
6.2.5 Intentionally left blank. 28
6.2.6 Control Point 2: Assess & Define Stage Acceptance 28
6.3 Prepare Solution 29
6.3.1 Initial System Deployment 29
6.3.2 Configuration 30
6.3.3 Process Refinement 31
6.3.4 Conversion Delivery 32
6.3.5 Intentionally left blank. 34
6.3.6 Intentionally left blank. 34
6.3.7 Control Point 3: Prepare Solution Stage Acceptance 34
6.4 Production Readiness 34
6.4.1 Solution Validation 35
6.4.2 Go-Live Readiness 35
6.4.3 End User Training 36
6.4.4 Control Point 4: Production Readiness Stage Acceptance 38
6.5 Production 38
6.5.1 Go-Live 38
6.5.2 Transition to Client Services 39
6.5.3 Post Go-Live Activities 40
6.5.4 Control Point 5: Production Stage Acceptance 41
6.6 Close 41
6.6.1 Phase Closeout 42
6.6.2 Project Closeout 43
6.6.3 Control Point 6: Close Stage Acceptance 44

7. Organizational Change Management 44
7.1 General Assumptions 44
7.2 Methodology 44
7.2.1 Initiate and Plan 44
7.2.2 Assess and Define 45
7.2.3 Prepare Solution 48
7.2.4 Production Readiness 52
7.2.5 Production 55
7.2.6 Close 57

8. General Assumptions 58
8.1 Project 59

8.2 Resources and Scheduling 59
8.3 Data 60
8.4 Facilities 60

9. Glossary 61

PART 4: APPENDICES 64

10. Conversion 64
10.1 Data Conversion Process for Enterprise Permitting & Licensing Enterprise Server 64
10.1.1 Overview 64
10.1.2 Modularized Design 64
10.1.3 Required Fields 64
10.1.4 Custom Fields (any fields not available in the master table for the module in question) 64
10.1.5 Gap Handling (where legacy data doesn't fit anywhere within EG_Template) 65
10.1.6 Contacts 65
10.1.7 Multiple Legacy Data Sources 65
10.1.8 Overall Architecture of Conversion 65
10.1.9 Progression of Conversion Development Process 67
10.1.10 Progression of Final Conversion Cutover Process (Go-Live) 68
10.1.11 Data Import Areas 68
10.2 Enterprise ERP Conversion Summary 70
10.2.1 Utility Billing 70

11. Additional Appendices 72
11.1 Enterprise ERP Standard 3rd Party Data Exchange & Application Programming Interfaces 72
11.1.1 Planning 72
11.1.2 Validation 76

12. ERP Payments Roles and Responsibilities 78
12.1 Tyler Roles & Responsibilities 78
12.1.1 Tyler Project Manager 78
12.1.2 Tyler Implementation Consultant 79
12.1.3 Tyler Technical Services 79
12.1.4 Tyler Systems Management Services 79
12.2 City Roles & Responsibilities 79
12.2.1 City Project Manager 80
12.2.2 City Functional Leads 81
12.2.3 City Subject Matter Experts 81
12.2.4 City End Users 82
12.2.5 City Technical Lead 82
12.2.6 City Change Management Lead 82

13. Project Timeline 87
13.1 ERP Project Timeline 87

Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies ("Tyler") is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler's end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work ("SOW") documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the City (collectively the "Project").

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Streamlining business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

1.3 Methodology

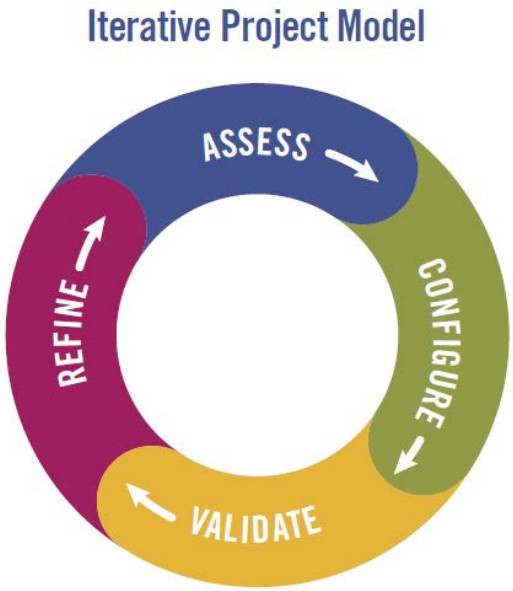
This is accomplished by the City and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler's six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City's complexity and organizational needs.



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the City and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the City and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the City's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

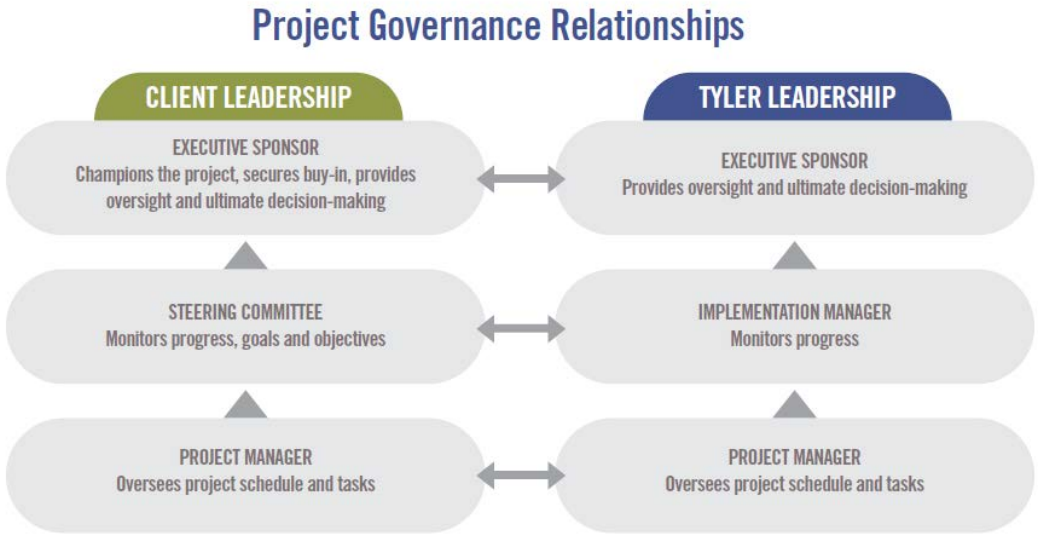
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the City collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City Steering Committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point. If City Council approval is required to resolve an issue, the City executive sponsor will coordinate the request for such approval (see section 5.2.1, below).



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the "triple constraints" or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the City; for example, the City may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the City, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The City will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the City). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each City office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining City feedback and approval on Project deliverables will be critical to the success of the Project. The City project manager will strive to gain deliverable and decision approvals from all authorized City representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each City department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The City shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City does not agree the Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the City and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the City, but are roles defined within the Project. It is common for individual resources on both the Tyler and City project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City ’s overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Coordinates and participates in the monthly Steering Committee meetings.
- Acts as the counterpart to the City ’s executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with City management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the City, the Tyler Project Manager provides regular updates to the City Steering Committee and other Tyler governance members. Tyler Project Manager’s role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the City project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.

- Collaborates with the City project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the City any items that may impact the outcomes of the Project.
- Collaborates with the City 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the City 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the City and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the City through software validation process following configuration.
- Assists during Go-Live process and provides support until the City transitions to Client Services.
- Facilitates training sessions and discussions with the City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.

- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the City.
- Loads City provided GIS data into the system.

5.1.7 Tyler API Services

- Provides training in the use of the API Toolkit.
- Provides consulting services in the use of the API Toolkit to the City, as the City builds interfaces.

5.2 City Roles & Responsibilities

City resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 City Executive Sponsor

The City executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues (within the scope of City Council approval). The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for the City.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.
- Coordinates requests for additional City Council approval.

5.2.2 City Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the City project manager and Project through participation in regular internal meetings. The City steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes within the scope of existing City Council approval impacting the following areas:
    - Cost

- Scope
- Schedule
- Project Goals
- City Policies
- Needs of other client project template

- Has the authority to request approval from City Council for changes to the areas identified above that are outside the scope of then-current approval.

5.2.3 City Project Manager

The City shall assign project manager(s) prior to the start of this project with overall responsibility and authority, within the scope of existing City Council approval, to make decisions related to Project Scope, scheduling, and task assignment. The City Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion or requests additional City Council approval to avoid Project delays. The City project manager(s) are responsible for reporting to the City steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the City project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.

- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all City resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the City project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
    - Task completion
    - Stakeholder Meeting
    - Project Management Plan development
    - Schedule development
    - Maintenance and monitoring of risk register
    - Escalation of issues
    - Communication with Tyler project team
    - Coordination of City resources
    - Attendance at scheduled sessions
    - Change management activities
    - Modification specification, demonstrations, testing and approval assistance
    - Data analysis assistance

- Decentralized end user training
- Process testing
- Solution Validation

5.2.5 City Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the City business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the City staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 City End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 City Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for City third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the City's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 City GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of City GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

5.2.7.2 City Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 City Change Management Lead

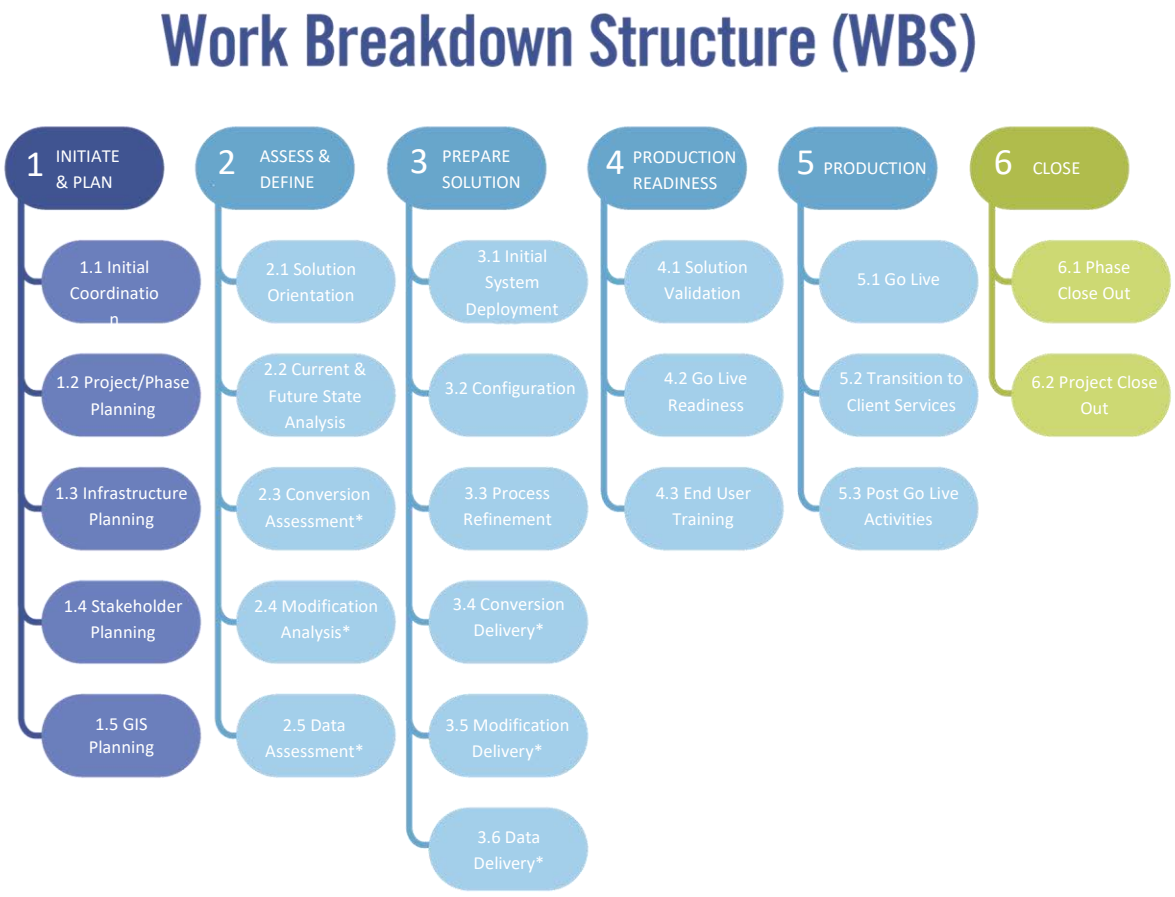
- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "Work Packages". The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a "Control Point", confirming the work performed during that stage of the Project has been accepted by the City.



Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as "Intentionally Left Blank" in Section 6 of the Statement of Work.

6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the City with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the City gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City's team. During this step, Tyler will work with the City to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify City project team.

STAGE 1	Initial Coordination																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
City project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the City		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents: Issue Log Risk Log Key Decision Log Future release log Define Escalation Process Tyler Weekly Team Status Report Monthly Project Status Report
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the City to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all City Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the City's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the City Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the City with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning	
	Tyler	City

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	City provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- City has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train the City to install License Software. The City is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure the City's infrastructure meets Tyler's application requirements.
- Ensure the City's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning	
	Tyler	City

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C
*Schedule SaaS Environment Availability		A	R				C				I						
*Schedule Hardware to be Available for Installation			I				I		A		R						C
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

*if applicable, please review the contract/investment summary for details

Inputs	Initial Infrastructure Requirements and Design Document

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements and Design Document	Delivery of Document
	Infrastructure Audit	System Passes Audit Criteria

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the City team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting	
	Tyler	City

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 GIS Preparation

GIS data is a core part of many Tyler applications. Other City offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

Objectives:

- Identify all City GIS data sources and formats.
- Tyler to understand the City's GIS needs and practices.
- Ensure the City's GIS data meets Tyler product requirements.

STAGE 1	GIS Preparation	
	Tyler	City

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Initial GIS Planning Meeting		A	R				C				C						C
Determine all GIS Data Sources			I				I		A		R						C
Provide Source GIS Data			I				I		A		R						C
Review GIS Data and Provide Feedback		A	R				C				I						C

Inputs	GIS Requirements Document

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Production Ready Map Data	Meets Tyler GIS Requirements.

Work package assumptions:

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- City is responsible for maintaining the GIS data.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the City
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City business processes. This information will be used to identify and define business processes utilized with Tyler software. The City collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on City team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the City for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The City and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The

options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The City will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the City's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	City current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- City attendees possess sufficient knowledge and authority to make future state decisions.
- The City is responsible for any documentation of current state business processes.
- The City can effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Tyler Data Migration staff will work with the City's SMEs during the Conversion Assessment phase of the project to develop a plan for migrating the City's data and documents out of their existing system(s). A variety of methods may be used to import data into the Tyler database, including Excel export/import, FTP integration, and the Tyler Technologies API's. Tyler Data Migration staff will be responsible for providing the city with an exact and complete specification document for each data set that is to be imported into the Tyler system. The city will be responsible for identifying the data from existing systems, scrubbing the data if needed, and then placing the data into file(s) that are formatted in the format specified in the specification document. A series of tests will be conducted throughout the Solution Configuration phase of the project to ensure the data can be successfully uploaded into Tyler. A full data migration will be performed prior to the solution going live.

These specifications document the requirements for integration and data migration. The specifications will be jointly developed by the City and Tyler. They will identify:

- Source to target data mapping.
- Data validation rules
- Data transformation requirements
- Security requirements
- Bulk data load processes
- Interface methods
- Exception process handling (e.g., the City will identify source, Tyler will identify target)"

A target Data Dictionary will be developed as part of the specifications. The target data dictionary should be in the same format as the source data dictionary.

#	Business Case *What data is being exchanged? Please describe the use / business case for the interface.*	Source System *(i.e., Oracle)*	Target System *(i.e., Tyler)*	Years of Data *Duration in Years*	Additional Notes
1	Building Permits	Naviline	Tyler	35	Certificate of Occupancy: Commercial (Item 255) - required retain for life of structure or 10 years whichever occurs later

2	Cash Receipts	Naviline	Tyler	10	(Item 435) - 5 fiscal years after transaction completed
3	Code Enforcement	Naviline	Tyler	35	Licenses: certificate of competency records Item(253) 3 fiscal years after the file is closed due to non-renewal and/or revocation of license
4	Contact Management	Naviline	Tyler	10	(Item 435) - 5 fiscal years after transaction completed
5	Customer Information	Naviline	Tyler	10	(Item 435) - 5 fiscal years after transaction completed
6	Land Parcel	Naviline	Tyler	35	Lien Documentation Files (Item 405) 5 fiscal years after satisfaction of lien.
7	Occupational Licensing	Naviline	Tyler	35	(Item 213) 5 fiscal years after expiration, suspension or revocation of license
8	Work Orders/Facility Management	Naviline	Tyler	10	(Item 141) 3 fiscal years
9	Utility Billing	Naviline	Tyler	10	(Item 435) - 5 fiscal years after transaction completed
10	Plan Review	Naviline	Tyler	35	Certificate of Occupancy: Commercial (Item 255) - required retain for life of structure or 10 years whichever occurs later
11	Chart of Accounts	Oracle (EBS)	Tyler	All	All will be need to ensure that billing can be properly coded to the GL.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment	
	Tyler	City

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	City Source data
	City Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	City Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.

- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the City against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The City can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on City Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on City Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System meets prescribed checklist
	Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The City collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate the City Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			

Complete City configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The City is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the City users on how to execute processes in the system to prepare them for the validation of the software. The City collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the City understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			

Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (City Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update City-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed City-specific process documentation (completed by City)	

Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the City's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the City will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and			C	C	C						A	R		C			C

reconcile to source system																		

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The City will provide a single file layout per source system as identified in the investment summary.
- The City subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the City team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the City to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the City verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the City organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	City updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the City will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the City has considered its ability to successfully Go-Live. Issues and

concerns will be discussed, and mitigation options documented. Tyler and the City will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the City

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. City users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop City specific business process documentation. City-led training labs using City specific business process documentation if created by the City can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The City is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (City-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	City signoff that training was delivered

Work package assumptions:

- The City project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the City as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City departments.
- The City will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the City will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the City to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the City and Tyler will complete work assigned to prepare for Go-Live.

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the City manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the City during Go-Live activities. The City transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- City data available in Production environment.

STAGE 5	Go-Live	
	Tyler	City

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	City confirms data is available in production environment

Work package assumptions:

- The City will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The City business processes required for Go-Live are fully documented and tested.
- The City Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the City teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition

of the City onto the Tyler Client Services team, who provides the City with assistance following Go-Live, officially transitioning the City to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the City teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer City to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities															
	Tyler								City							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The City transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the City for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the City teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	City
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the City may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the City teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to City and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	City acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.

- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have completed.

7. Organizational Change Management

7.1 General Assumptions

- The Tyler Change Management Lead will assist, coach, and monitor the City Change Management Lead and Change Management activities for Phase 1 of the project only.
- The Executive Sponsor will be engaged in Change Management activities throughout the project.
- A City Change Management Lead will be assigned to the project and will develop the expertise and capacity to execute Change Management tasks throughout all phases of the project.
- City Change Management activities will be integrated with the Project Plan and alignment reviewed and modified regularly, as needed.
- The City will identify all stakeholders impacted by the project at the start of the project.
- The City will put feedback mechanisms in place.
- The City will encourage invited staff to participate in surveys used for assessment and monitoring.
- Lessons Learned sessions will be held at the start of each Stage, beginning with Stage 3.

7.2 Methodology

The following Change Management sections follow the same implementation methodology as defined in Section 6: Project Stages. Each deliverable and acceptance criteria outlined in the Change Management section therefore becomes part of the overall Project Acceptance and Acknowledgement process for each Stage.

7.2.1 Initiate and Plan

N/A

7.2.2 Assess and Define

7.2.2.1 Organizational Change Readiness Assessment

Tyler Change Management Lead will use survey tools and interviews to gather information and data to understand the scope and organizational readiness for the planned implementation of the project.

STAGE 2	ORGANIZATIONAL CHANGE READINESS ASSESSMENT																		
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Tyler								City										
	Senior Director	Project Manager	Change Management Lead	Implementation Consultant	Data Conversion Services	Forms & Reports Services	Modification Services	Technical Support	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Lead	Power Users	Department Heads	End Users	Technical Leads	Project Toolset Coordinator	Change Management Team
Prepare Change Management Capacity Surveys for Analysis		C	R						C		C		A						
Take Surveys		A							R	R	R	R	R	R	R	R	R	R	R
Prepare and Deliver Assessment		A	R						I		I		I						I

7.2.2.2 Fundamentals Change Management Introduction

The Tyler Change Management Lead will meet and conduct presentations to the City Change Management Lead, the City Sponsor, and the City Change Management Team. The City Change Management Lead will also attend a change management fundamentals training session provided by the Tyler Change Management Lead. These presentations and the training will form the foundation and initial Change Management capacity building for the organization.

STAGE 2	FUNDAMENTALS CHANGE MANAGEMENT INTRODUCTION																		
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Tyler								City										
	Senior Director	Project Manager	Change Management Lead	Implementation Consultant	Data Conversion Services	Forms & Reports Services	Modification Services	Technical Support	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Lead	Power Users	Department Heads	End Users	Technical Leads	Project Toolset Coordinator	Change Management Team
Sponsor Meeting		A	R						R		A		I						
Change Management Lead Meeting		A	R								A		R						
Change Management Team Meeting		A	R								A		I						R

7.2.2.3 Change Management Plan Preparation

The Tyler Change Management Lead will work with the City Change Management Lead to complete the Change Management Plan and tools templates.

STAGE 2	CHANGE MANAGEMENT PLAN PREPARATION																		
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Tyler								City										
	Senior Director	Project Manager	Change Management Lead	Implementation Consultant	Data Conversion Services	Forms & Reports Services	Modification Services	Technical Support	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Lead	Power Users	Department Heads	End Users	Technical Leads	Project Toolset Coordinator	Change Management Team
Change Management Plan Preparation		A	R								A		R						I

7.2.2.4 Change Management Plan Alignment

The Tyler Change Management Lead will review the Change Management Section of the Implementation Plan with the City Change Management Lead to note any changes that have occurred which will impact the

Change Management Plan. Any changes will be captured, and the Change Management and Project Plans will be updated, with any material changes following the Project Change Control process.

STAGE 2	CHANGE MANAGEMENT PLAN ALIGNMENT																	
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Tyler								City									
	Senior Director	Project Manager	Change Management Lead	Implementation Consultant	Data Conversion Services	Forms & Reports Services	Modification Services	Technical Support	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Lead	Power Users	Department Heads	End Users	Technical Leads	Project Toolset Coordinator	Change Management Team
Review Change Management Plan		C	A	R						C	I	A		R					

7.2.2.5 Control Point 2: Assess & Define Stage Acceptance

7.2.2.5.1 Assess & Define Stage Deliverables

Organizational Change Readiness Assessment

- Objective: Determine the organizations preparedness for change activities and determine the ability of the various stakeholders impacted by the change to adopt the change and move toward the future state.
- Scope: Utilize surveys, interviews, and evaluation methodologies to gauge and score the readiness for change, risk of change, and sponsor positioning for the project.
- Acceptance criteria: Added to the control point for the project level Stage 2 acceptance.

Fundamentals Change Management Introduction

- Objective: Begin the process of developing capacity for change within the organization by helping the organization gain an understanding of Change Management concepts and the various roles utilized to assist in successful Change Management
- Scope: Provide three presentations and reference documents to different audiences; 1) Sponsor, Change Management Lead, and the Change Management Team, as an overview of their specific roles in Change Management.
- Acceptance criteria: Added to the control point for the project level Stage 2 acceptance.

Change Management Plan Preparation

- Objective: Change Management Plan with strategies, tactics, and best practices to address specific areas of Change Management based on the Organizational Change Readiness Assessment.

- Scope: Sponsor Strategy, Change Management Lead Strategy, Coach Strategy, Team Leads Strategy, Communication Strategy, Resistance Management Strategy, Lessons Learned Strategy, and Project Reinforcement Strategy. Sponsor Guide with a Sponsor Messaging Template. Procedural Change Management Guide with a Process Change Tracking Template. Resistance Management Guide with a Resistance Management Tracking Template. Recognition and Lessons Learned Guide with a Lessons Learned Review Template.
- Acceptance criteria: Added to the control point for the project level Stage 2 acceptance.

Change Management Plan Alignment

- Objective: Ensure the Change Management Plan is in alignment with the Project Plan and that activities and milestones are coordinated with project activities.
- Scope: Modify the Change Management or Project Plan, as required, any material changes follow the project change control process.
- Acceptance criteria: Added to the control point for the project level Stage 2 acceptance.

7.2.2.5.2 Assess & Define Stage Acceptance Criteria

- Sponsor Role Presentation
- Change Management Lead Role Development Presentation
- Change Management Team Coaching Presentation
- Organizational Change Readiness Assessment
- Change Management Plan
- Alignment of the Change Management Plan with the Project Plan

7.2.3 Prepare Solution

7.2.3.1 Change Management Stage Reinforcement and Lessons Learned Review from Stage 2

A Lessons Learned Review is a process used by a team to capture the lessons learned from past successes and failures or the preceding stage of the project, with the goal of improving future performance. It is a survey of the project team to examine what worked well and what Specific Actionable Recommendations can be put in place for the next Stage of the project.

STAGE 3	CHANGE MANAGEMENT STAGE REINFORCEMENT/LESSONS LEARNED																		
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Tyler								City										
	Senior Director	Project Manager	Change Management Lead	Implementation Consultant	Data Conversion Services	Forms & Reports Services	Modification Services	Technical Support	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Lead	Power Users	Department Heads	End Users	Technical Leads	Project Toolset Coordinator	Change Management Team
Recognition of Successes		I	C	I	I				R	A	C	I	C		I		I		I
Take Surveys		A										R	C				R		
Prepare and Deliver Results		A	R						I	I	I		I						I

7.2.3.2 Change Management Coach Development

Coach Development supports the current project change; but more importantly builds a capacity for change within the organization for future changes. This is a Train-the-Trainer approach whereas the Tyler Change Management Lead provides training, information, and tools for the City Change Management Lead to facilitate sessions for line Managers and Supervisors to gain an understanding of Change Management for use in the Testing and Training Stage of the project.

STAGE 3	CHANGE MANAGEMENT COACH DEVELOPMENT																		
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Tyler								City										
	Senior Director	Project Manager	Change Management Lead	Implementation Consultant	Data Conversion Services	Forms & Reports Services	Modification Services	Technical Support	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Lead	Power Users	Department Heads	End Users	Technical Leads	Project Toolset Coordinator	Change Management Team
Ensure Participation		R							R	A	R				R				
Facilitate Sessions		A	A	I							A		R						R

7.2.3.3 Stage 3 Change Management Program Monitoring Collaboration

The Tyler Change Management Lead will review the Change Management Tracking Tools with the City Change Management Lead to ensure they are up to date and coach the City Change Management Lead, Sponsor, or Change Management Team on any tactics, strategies, or best practices that can be utilized to increase the effectiveness of the Change Management Program.

STAGE 3	CHANGE MANAGEMENT PROGRAM MONITORING COLLABORATION																		
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Tyler								City										
	Senior Director	Project Manager	Change Management Lead	Implementation Consultant	Data Conversion Services	Forms & Reports Services	Modification Services	Technical Support	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Lead	Power Users	Department Heads	End Users	Technical Leads	Project Toolset Coordinator	Change Management Team
Manage Change Management Tracking Tools		A	I								A		R						
Have access to Change Management Tracking Tools		I	I	I					I	I	I		R						I

7.2.3.4 Process Change Management Rollout

The current state/future state analysis sessions will drive the information to be captured in the Process Change Tracking tool by functional area (important that Functional Module Leads/SMEs are involved). Major process changes will be captured by the City Project Team and upon completion of the Process Change Tracking tool by the Project Team, the Tyler Change Management Lead will coach and help design the process change rollout with City Change Management Lead.

STAGE 3	PROCESS CHANGE MANAGEMENT ROLLOUT																		
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Tyler								City										
	Senior Director	Project Manager	Change Management Lead	Implementation Consultant	Data Conversion Services	Forms & Reports Services	Modification Services	Technical Support	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Lead	Power Users	Department Heads	End Users	Technical Leads	Project Toolset Coordinator	Change Management Team
Develop Process Change Rollout		I	A						I	I	I		R						I
Communicate Process Changes through-out Testing and Training		R	R	R					R	R	R	R	R	R	R		R	R	R

7.2.3.5 Control Point 3: Prepare Solution Stage Acceptance

7.2.3.5.1 Build and Validate Stage Deliverables

Stage Reinforcement and Lessons Learned

- Objective: Capture the lessons learned from past successes and failures, with the goal of improving future performance with Specific Actionable Recommendations.
- Scope: Help plan and execute the Lessons Learned session.
- Acceptance Criteria: Added to the control point for the project level Stage 3 acceptance.

Change Management Coach Development

- Objective: Train and coach the City Change Management Lead and provide a template presentation for the City Change Management Lead to build Change Management capacity in the organization, inform, and train line managers and supervisors on Change Management concepts in preparation for the Testing and Training stage of the project.
- Scope: Build additional change capacity in the City Change Management and the organization for the remainder of the project and future change initiatives.
- Acceptance Criteria: Added to the control point for the project level Stage 3 acceptance.

Change Management Program Monitoring

- Objective: Ensure performance of the change activities by monitoring and coaching delivery of Change Management components.

- Scope: Tyler Change Management Lead will review the tracking tools on each visit to ensure timely updates and active monitoring is occurring. Coaching and mentoring of Best Practices of the City Change Management Lead will also occur during these visits.
- Acceptance Criteria: Added to the control point for the project level Stage 3 acceptance.

Process Change Management Rollout

- Objective: Capture significant and critical process changes and develop a plan to communicate and prepare end-users for these changes before and during end-user training.
- Scope: All significant and critical process changes brought about by the implementation of the new ERP system.
- Acceptance Criteria: Added to the control point for the project level Stage 3 acceptance.

7.2.3.5.2 Prepare Solution Stage Acceptance Criteria

- Lessons Learned Session with Specific Actionable Recommendations Captured
- Template for the Coach Presentation
- Change management Program Monitoring Collaboration Visit(s)
- Completed Process Change Tracking Tool

7.2.4 Production Readiness

7.2.4.1 Change Management Stage Reinforcement and Lessons Learned Review from Stage 3

A Lessons Learned Review is a process used by a team to capture the lessons learned from past successes and failures or the preceding stage of the project, with the goal of improving future performance. It is a survey of the project team to examine what worked well and what Specific Actionable Recommendations can be put in place for the next Stage of the project.

STAGE 4	CHANGE MANAGEMENT STAGE REINFORCEMENT/LESSONS LEARNED																		
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Tyler								City										
	Senior Director	Project Manager	Change Management Lead	Implementation Consultant	Data Conversion Services	Forms & Reports Services	Modification Services	Technical Support	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Lead	Power Users	Department Heads	End Users	Technical Leads	Project Toolset Coordinator	Change Management Team
Recognition of Successes		I	C	I	I				R	A	C	I	C		I		I		I
Take Surveys		A										R	C				R		
Prepare and Deliver Results		A	R						I	I	I		I						I

7.2.4.2 Stage 4 Change Management Program Monitoring Collaboration

The Tyler Change Management Lead will review the Change Management Tracking Tools with the City Change Management Lead to ensure they are up to date and coach the City Change Management Lead, Sponsor, or Change Management Team on any tactics, strategies, or best practices that can be utilized to increase the effectiveness of the Change Management Program.

STAGE 4	CHANGE MANAGEMENT PROGRAM MONITORING COLLABORATION																		
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Tyler								City										
	Senior Director	Project Manager	Change Management Lead	Implementation Consultant	Data Conversion Services	Forms & Reports Services	Modification Services	Technical Support	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Lead	Power Users	Department Heads	End Users	Technical Leads	Project Toolset Coordinator	Change Management Team
Manage Change Management Tracking Tools		A	I								A		R						
Have access to Change Management Tracking Tools		I	I	I					I	I	I		R						I

7.2.4.3 Change Management Go Live Plan

The Tyler Change Management Lead will work with the Client Change Management Lead, Change Management Team, and Project Team to develop and execute a plan to ensure all affected Departments are made aware of the upcoming go-live and activities following go-live. This will include communications (for example: posters, email blasts, countdown clock, Departmental briefings, etc.…), as well as capturing and funneling feedback to the Project Team for any rapid resistance management response needed, Sponsor messaging, and achievement celebrations.

STAGE 4	CHANGE MANAGEMENT GO LIVE PLAN																	
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Tyler								City									
	Senior Director	Project Manager	Change Management Lead	Implementation Consultant	Data Conversion Services	Forms & Reports Services	Modification Services	Technical Support	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Lead	Power Users	Department Heads	End Users	Technical Leads	Project Toolset Coordinator	Change Management Team
Develop Communication Elements		C	R	I					I	I	C	I	R						R
Deliver Communication Elements		C	C	I					R	A	C	I	R	I	I	I	I	I	R
Capture Feedback and Mitigate Resistance	I	C	R	R						I	A	R	R	R	R	I	I	I	R

7.2.4.4 Control Point 4: Production Readiness

Production Readiness Stage Deliverables

Stage Reinforcement and Lessons Learned

- Objective: Capture the lessons learned from past successes and failures, with the goal of improving future performance with Specific Actionable Recommendations.
- Scope: Help plan and execute the Lessons Learned session.
- Acceptance Criteria: Added to the control point for the project level Stage 4 acceptance.

Change Management Program Monitoring

- Objective: Ensure performance of the change activities by monitoring and coaching delivery of Change Management components.
- Scope: Tyler Change Management Lead will review the tracking tools on each visit to ensure timely updates and active monitoring is occurring. Coaching and mentoring of Best Practices of the City Change Management Lead will also occur during these visits.
- Acceptance Criteria: Added to the control point for the project level Stage 4 acceptance.

Change Management Go-Live Process

- Objective: Communicate the schedule of the cutover from the current system and state to the new system and future state, including new processes and mitigation of any resistance.
- Scope: All impacted users.
- Acceptance Criteria: Added to the control point for the project level Stage 4 acceptance.

Production Readiness Stage Acceptance Criteria

- Lessons Learned Session with Specific Actionable Recommendations Captured
- Change management Program Monitoring Collaboration Visit(s)
- Completed Cutover Communications

7.2.5 Production

7.2.5.1 Change Management Stage Reinforcement and Lessons Learned Review from Stage 4

A Lessons Learned Review is a process used by a team to capture the lessons learned from past successes and failures or the preceding stage of the project, with the goal of improving future performance. It is a survey of the project team to examine what worked well and what Specific Actionable Recommendations can be put in place for the next Stage of the project.

STAGE 5	CHANGE MANAGEMENT STAGE REINFORCEMENT/LESSONS LEARNED																	
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Tyler								City									
	Senior Director	Project Manager	Change Management Lead	Implementation Consultant	Data Conversion Services	Forms & Reports Services	Modification Services	Technical Support	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Lead	Power Users	Department Heads	End Users	Technical Leads	Project Toolset Coordinator	Change Management Team
Recognition of Successes		I	C	I	I				R	A	C	I	C		I		I		I
Take Surveys		A										R	C				R		
Prepare and Deliver Results		A	R						I	I	I		I						I

7.2.5.2 Stage 5: Change Management Program Reinforcement

The Tyler Change Management Lead will review the Change Management Tracking Tools with the City Change Management Lead to ensure they are up to date and coach the City Change Management Lead, Sponsor, or Change Management Team on any tactics, strategies, or best practices that can be utilized to increase the effectiveness of the Change Management Program.

STAGE 5	CHANGE MANAGEMENT PROGRAM REINFORCEMENT																		
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Tyler								City										
	Senior Director	Project Manager	Change Management Lead	Implementation Consultant	Data Conversion Services	Forms & Reports Services	Modification Services	Technical Support	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Lead	Power Users	Department Heads	End Users	Technical Leads	Project Toolset Coordinator	Change Management Team
Manage Change Management Tracking Tools		A	I								A		R						
Have access to Change Management Tracking Tools		I	I	I					I	I	I		R						I

7.2.5.3 Control Point 5: Production

Production Stage Deliverables

Stage Reinforcement and Lessons Learned

- Objective: Capture the lessons learned from past successes and failures, with the goal of improving future performance with Specific Actionable Recommendations.
- Scope: Help plan and execute the Lessons Learned session.
- Acceptance Criteria: Added to the control point for the project level Stage 5 acceptance.

Change Management Program Reinforcement

- Objective: Ensure sustained utilization, adoption, and proficiency by monitoring compliance of procedural changes and continue to build Change Management capacity within the organization.
- Scope: Tyler Change Management Lead will review the tracking tools on each visit to ensure timely updates and active monitoring is occurring. Coaching and mentoring of Best Practices of the City Change Management Lead will also occur during these visits.
- Acceptance Criteria: Added to the control point for the project level Stage 5 acceptance.

Production Stage Acceptance Criteria

- Lessons Learned Session with Specific Actionable Recommendations Captured
- Change management Program Reinforcement Visit(s)

7.2.6 Close

7.2.6.1 Change Management Stage Reinforcement and Lessons Learned Review from Stage 5

A Lessons Learned Review is a process used by a team to capture the lessons learned from past successes and failures or the preceding stage of the project, with the goal of improving future performance. It is a survey of the project team to examine what worked well and what Specific Actionable Recommendations can be put in place for the next Stage of the project.

STAGE 6	CHANGE MANAGEMENT STAGE REINFORCEMENT/LESSONS LEARNED																		
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Tyler								City										
	Senior Director	Project Manager	Change Management Lead	Implementation Consultant	Data Conversion Services	Forms & Reports Services	Modification Services	Technical Support	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Lead	Power Users	Department Heads	End Users	Technical Leads	Project Toolset Coordinator	Change Management Team
Recognition of Successes		I	C	I	I				R	A	C	I	C		I		I		I
Take Surveys		A										R	C				R		
Prepare and Deliver Results		A	R						I	I	I		I						I

7.2.6.2 Change Management Program Transition (End of Phase 1 of the Project)

The Tyler Change Management Lead transitions all monitoring and review of Change Management tracking tools from the project to the City Change Management Lead. The Tyler Change Management Lead ensures the City Change Management Lead has all the tools, presentations, and guides. City should have adequate organizational change management capacity to continue monitoring the adoption of the new system and create a Change Management Program for use in future project phases or change initiatives.

STAGE 6	CHANGE MANAGEMENT PROGRAM TRANSITION																	
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Tyler								City									
	Senior Director	Project Manager	Change Management Lead	Implementation Consultant	Data Conversion Services	Forms & Reports Services	Modification Services	Technical Support	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Lead	Power Users	Department Heads	End Users	Technical Leads	Project Toolset Coordinator	Change Management Team
Ensure City has all Change Management tools, presentations and guides.		A	R								A		R						I

7.2.6.3 Control Point 6: Close

Close Stage Deliverables

Stage Reinforcement and Lessons Learned

- Objective: Capture the lessons learned from past successes and failures, with the goal of improving future performance with Specific Actionable Recommendations.
- Scope: Help plan and execute the Lessons Learned session.
- Acceptance Criteria: Added to the control point for the project level Stage 6 acceptance.

Change Management Program Transition

- Objective: Transition execution of all Change Management tasks to the City Change Management Lead.
- Scope: Tyler Change Management Lead provides all tools, guides, and presentations from Phase 1 for the City Change Management Lead to use in subsequent project Phases or other change initiatives for the organization.
- Acceptance Criteria: Added to the control point for the project level Stage 6 acceptance.

Close Stage Acceptance Criteria

- Lessons Learned Session with Specific Actionable Recommendations Captured
- All Change Management tools, guides, and presentations

8. General Assumptions

Tyler and the City will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and

adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

8.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The City Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the City is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the City to make process changes.
- The City is responsible for defining, documenting, and implementing their policies that result from any business process changes.

8.2 Resources and Scheduling

- City resources will participate in scheduled activities as assigned in the Project Schedule.
- The City team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the City will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The City will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The City makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The City will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

8.3 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the City representatives to identify business rules before writing the conversion. The City must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The City will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The City Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

8.4 Facilities

- The City will provide dedicated space for Tyler staff to work with City resources for both on-site and remote sessions. If Phases overlap, City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The City will provide staff with a location to practice what they have learned without distraction.

9. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]

Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.

Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.

Part 4: Appendices

10. Conversion

10.1 Data Conversion Process for Enterprise Permitting & Licensing Enterprise Server

10.1.1 Overview

This document is an introduction to the SQL Server EG_Template database and how to populate it.
The Full Conversion is the same process, as the Templated. However, with the Full Conversion option, Tyler is responsible for the data import instead of the client.

10.1.2 Modularized Design

As with the Enterprise Permitting & Licensing software, the EG_Template db is sectioned into modules. Each contains one master table at the top of the chain (ex. 'permit' for the Permit module). Within each module, various child tables branch below the master table for the associated module (ex. 'permit_address', 'permit_note', etc.).

Some tables cross multiple modules. The most notable of these involve inspections and payment transactions.

The EG_Template database includes database diagrams, which indicate the tables and their relationships to each module.

10.1.3 Required Fields

In the Enterprise Permitting & Licensing software, some fields are "Required Fields," and the associated columns must be populated for records to be written to the Enterprise Permitting & Licensing db. On occasion, these required fields will not be available in the legacy source data, so a simple default value can be written to the EG_Template db to fulfill any NOT NULL constraint.

Dropdown picklist columns restrict the user from entering certain values in the Enterprise Permitting & Licensing db. Conversely, drop-down fields do not have a restriction on values written to the EG_Template db. Therefore, exact spelling or careful matching to the Enterprise Permitting & Licensing configured values is not a requirement for fields intended for Enterprise Permitting & Licensing drop-down fields. Tyler maps the values through a separate table to translate the values to the appropriate Enterprise Permitting & Licensing value during conversion and collaborates with the City to validate the resulting mappings during the development phase of the conversion.

10.1.4 Custom Fields (any fields not available in the master table for the module in question)

Most legacy systems have some attribute fields that are not specified in the corresponding master table within EG_Template. Tyler refers to these as custom fields. Within each module exists a child table for such custom fields. Since these fields are specific to the legacy system(s), the City may add columns to these tables

in EG_Template to accommodate any needed custom fields in the migration. For example, 'permit_additional_fields' is the table for extra fields relating to the 'permit' records.

10.1.5 Gap Handling (where legacy data doesn't fit anywhere within EG_Template)

On occasion, legacy systems contain special features for which Enterprise Permitting & Licensing does not account in the EG_Template db. As a result, the need may arise to develop a modified solution to address special cases.

10.1.6 Contacts

Contacts generally fall into two categories:

1. Those managed with each person/company having one contact record, kept up to date over time. With this model, there is generally no duplication of contact records (except when created by mistake).

2. Contacts where the user enters the contact attribute info on each permit, case, license, etc. With this model, there is no single master record representing the contact itself and there is likely considerable duplication of contacts.

Enterprise Permitting & Licensing stores contacts as in category 1 above. Tyler migrates contacts put into EG_Template without a master 'contact' record link (category 2 above) into custom field memo boxes to avoid duplication of contacts within the Enterprise Permitting & Licensing contact repository. For example, when populating the permit contacts, for contacts in category 1, input the record into the 'permit_contact' table. Input contacts for category 2 into the 'permit_contact_no_key' table.

10.1.7 Multiple Legacy Data Sources

When presenting multiple data sources, ensure population of EG_Template for all data sources. At the main table level, an optional column exists for the legacy data source. Tyler provides this column to easily count or research records originating from a particular legacy data source.

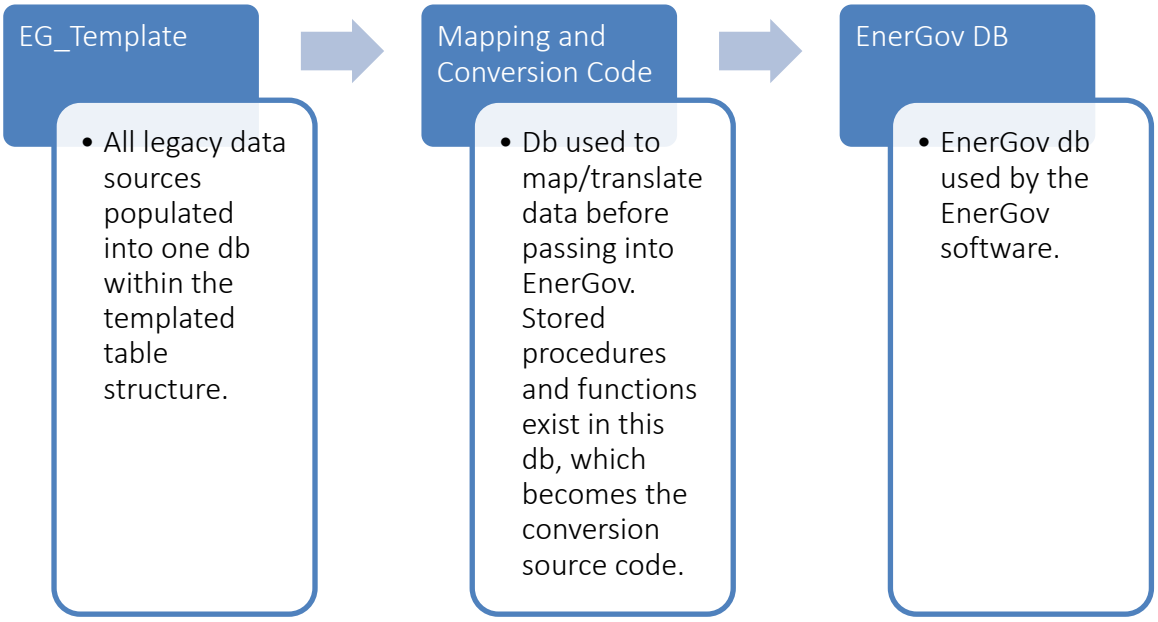
10.1.8 Overall Architecture of Conversion

There are 3 SQL Server databases involved in the conversion process.

1. EG_Template (for legacy data)

3. Enterprise Permitting & Licensing (the production Enterprise Permitting & Licensing db)

4. A database containing all conversion processes and mapping tables; maintained by Tyler's data conversion team. This db translates the data from EG_Tempate into the Enterprise Permitting & Licensing db.


EG_Template
All legacy data sources populated into one db within the templated table structure.
Mapping and Conversion Code
Db used to map/translate data before passing into EnerGov. Stored procedures and functions exist in this db, which becomes the conversion source code.
EnerGov DB
EnerGov db used by the EnerGov software.

10.1.9 Progression of Conversion Development Process

Step	Step Name	Responsible Party	Notes
1	Provide empty EG_Template database to client	Tyler	Database format will be SQL Server
2	Load legacy data into template database	City	If there are multiple legacy data sources, all should be loaded into the one template SQL database.
3	Mapping process	Tyler /City	Dependent on completed Enterprise Permitting & Licensing configuration Spreadsheets will be used to communicate mapping values. Mapping questions may arise and both parties may need to discuss these until answers are agreed upon.
4	Import-specific configuration changes to Enterprise Permitting & Licensing	Tyler	Certain fields or values may need to exist for imported records only. These usually require some minor Enterprise Permitting & Licensing configuration changes
5	Customize conversion scripts	Tyler	Minor customization can be expected for many conversions, based on special requests from client. Any special requests would also be added into the conversion scripts at this time.
6	Conversion execution	Tyler	Resulting Enterprise Permitting & Licensing database will be provided to the City team for
7	Review and either sign-off or request changes	City	City team will review the data and the interaction with it in the Enterprise Permitting & Licensing software. If it meets the client's needs, sign-off will occur. If not, certain steps above may need to be repeated until the City signs off on the conversion.

10.1.10 Progression of Final Conversion Cutover Process (Go-Live)

Step	Step Name	Responsible Party	Notes
1	Load legacy data into template database	Client	This should just be an up-to-date extract of the legacy data into the template db.
2	Conversion execution	Tyler	Resulting Enterprise Permitting & Licensing database will be provided to City team. This will be the production Enterprise Permitting & Licensing
3	Go-Live	Tyler /Client	Verification of Enterprise Permitting & Licensing db and site functionality - Data Conversion sign-off Move to production phase

10.1.11 Data Import Areas

10.1.11.1 Business Management

- Business entity (Only for Business Licensing)
- License master basic information
- License Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note Parcel and Addresses
- Reviews and Approvals – Converted to Activity
- Fees
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Holds
- Initialized Workflows
- Attachments
- Contractors
- Business Types & NAICS codes
- Payment and Fee History

10.1.11.2 Community Development: Code Cases

- Code Case master basic information
- Code Case Contacts and Properties
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity Active Fees
- Activities and Actions
- Notes
- Holds
- Initialized Workflows
- Attachments

- Violations
    - Fees
    - Payments
    - Notes
- Meetings and Hearings
- Zones
- Requests
- Payment and Fee history

10.1.11.3 Community Development: Permits

- Permit master basic information
- Permit Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity
- Inspections and Inspection Cases
- Sub-Permit Associations – Visible in workflow and attached records section
- Fees
- Meetings and Hearings
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Zones
- Holds
- Renewals
- Initialized Workflows
- Attachments
- Contractors
- Projects
- Payment and Fee History

10.1.11.4 Community Development: Plans

- Plan master basic information
- Plan Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity
- Inspections and Inspection Cases
- Fees
- Meetings and Hearings
- Bonds and Escrow
- Activities and Actions
- Conditions

- Notes
- Zones
- Holds
- Initialized Workflows
- Attachments
- Projects
- Payment and Fee history

10.2 Enterprise ERP Conversion Summary

10.2.1 Utility Billing

10.2.1.1 Utility Billing

- Account Master data including previous and current customer owner information: address info, phone, fax, SSN, FID number, account status, parcel number, location street, apartment, city, state, zip, book number, read sequence, account start and end date, EFT bank information.

10.2.1.2 Utility Billing – Services

- Current service codes, service status, type, factor, condo units, bill cycle codes, current deposits held on account including unpaid deposit amounts, winter usage, current meter(s) associated with service, meter readings (current and previous), meter usage (current and previous), and sales tax information.

10.2.1.3 Utility Billing – Assessments

- Assessments are improvement costs that are spread across to property owner.
- Utility Billing conversion option 2 (balance forward AR) must also be purchased to convert assessments.

10.2.1.4 Utility Billing – Consumption History

- History of meter readings, usage, read dates, usage days, bill amounts, bill dates, read codes.
- Up to five (5) years.

10.2.1.5 Utility Billing – Balance Forward AR

- Account balance forward information converted as total amount due. If the client's business practices require current due and past due bills this can be broken into three balance forward bills (current balance due and up to two past due balance bills). These can be converted to one balance forward charge code or separate balance forward charge codes and converted to the account/customer if the client's legacy data contains this information.
- If late penalties will be applied in Enterprise ERP after the conversion, balance forward amounts must be converted by charge code.

10.2.1.6 Utility Billing – Work Orders

- Work Orders data associated with accounts, including meter repairs, checks for leaky meters, reread a meter due to high reading.

10.2.1.7 Utility Billing – Backflow

- Account information, backflow device information, backflow type, and backflow violations.

10.2.1.8 Utility Billing – Budget Billing

- Converts information for budget average billing by account, customer, and service. Legacy data must include: calculated budget amount by service; number of periods remaining until plan renews; and budget plan balance/credit amount, broken out by service/customer; additional amortized amount by service.

11. Additional Appendices

11.1 Enterprise ERP Standard 3rd Party Data Exchange & Application Programming Interfaces

11.1.1 Planning

An Integration is a real-time or automated exchange of data between two systems. Standard Data Exchange tools are available to fulfill Integrations with external systems by allowing clients to get data in and out of the Tyler system. Data exchange tools can take the form of Imports and Exports, and Application Programming Interfaces (APIs)*. APIs may require additional licensing and may have some restrictions on use. Please refer to your licensing agreement for further information.

Imports and Exports

The City and Tyler project manager(s) will work together to define/confirm which Imports and Exports are needed (outlined bleow). Tyler will provide an Excel or ASCII file layouts for each Standard Data Exchange.

APIs*

Additional API licensing and data sharing agreements are required for integration with third-party applications. If APIs have been purchased, Tyler may provide integration assistance to understand API services and provide necessary support to complete the integration of Tyler software to the City internal applications. Tyler will not provide any hands-on development unless expressly specified in the Agreement. It is Tyler's responsibility to ensure the API services operate correctly. It is the Client's responsibility to fulfill integrations using Tyler's API services and ensure operation of the third party API services.

Tyler System Integration staff will work with the City's SMEs during the Data Assessment phase of the project to develop the functional and technical requirements for integrating Tyler Technologies Cloud with the City's systems. Whenever possible, Web Service-based Application Programming Interfaces (APIs) will be utilized to integrate with the City's existing IT infrastructure. Tyler's Web Service-based APIs should use industry-standard protocols such as XML, or JSON, via HTTPS. City staff will be responsible for documenting the API's into city systems so that Tyler staff can create the interfaces. If file based (excel, csv, text) mechanisms are used for the interface then Tyler staff will be responsible for creating all the interfaces that write data into and extract data from the Tyler system and city staff will be responsible for creating all interfaces that extract data from or write data to city systems.

Tyler working with the City's SME's will perform System Integration Testing (SIT) as part of the delivery lifecycle. As part of SIT, the delivered solution is subjected to an isolated testing environment with test versions of all systems that have integrations. The SIT provides point-to-point testing of every interface that has been developed as part of the release. The scenarios that will be run are geared to testing data boundaries, conversion, validation rules, etc. The key deliverable of the SIT is a SIT Test Result report that will highlight what test scenarios were run to completion and the results of each test case. Tyler will use the ETVX (Entry Criteria, Task, Validation, and Exit Criteria) strategy for integration testing.

#	Business Case *What data is being exchanged? Please describe the use / business case for the interface.*	Source System *(i.e., Oracle)*	Target System *(i.e., Tyler)*	Frequency *(i.e., Daily, Weekly, Real-Time)*	Data Flow *(Bi-Directional or One-Way?)*	Method *Push/Pull*	Additional Notes	Responsible *Department*
1	Chart of Accounts	Oracle (EBS)	Tyler	Daily	One Way	Manual	Not Needed - Manually add (import/export)	Finance
2	Accounts Payable	Tyler	Oracle (EBS)	Daily	One Way	Push	i.e. refund checks - (AP checks; Oracle generated)	Finance
3	Accounts Receivable	Tyler	Oracle (EBS)	Daily	One Way	Push	i.e. Cash Receipts (Customer Payments, Planning & Engineering, Building Permits, Business Licenses), Special Assessments (sub-ledger) and Code Engorcement - Currently entered into GL as an "adjusting journal entry" - Tyler UB & EPL functions	Finance
4	Meter Assets & Serial Number (See Line 15)	Oracle (WACS)	Tyler	Hourly	One Way	Push	Assignment of Meter Number after install	Water Resources
5	Service Requests, request update as well as request closure	SeeClickFix	Tyler	Hourly	Bi-Directional	Push/Pull	Lifecycle of a request, from open, update to closure.	St. Pete Service Center
6	St. Pete Stats (stat.stpete.org)	Tyler	Socrata	Daily	One Way	Push	Socrata is a Tyler product (Provide details looking to publish)	Mayors Office
7	Credit Card Processer	Tyler	Bank of America	Real-time	Bi-Directional	Push/Pull	From credit card processing to posting payments (Tyler Payments)	Billing & Collections
8	IVR Telepayment, Inspection and Inspection Results	Selectron Interactive Voice Response (IVR)	Tyler	Real-Time	Bi-Directional	Push/Pull	Interface with Tyler permit system for scheduling/canceling inspections as well as inspection results (Selectron IVR Gatweay and API)	Billing & Collections

9	Routing for Meter Reads	Tyler	Alexander's RouteManager 4.0 (ACS) (two way integration)	Real-time	Bi-Directional	Push/Pull	Handhelds to Tyler for updates (Tyler UB)	Billing & Collections
10	Land Management	Pinellas County	Tyler	Monthly	One Way	Pull	Monthly county data load via GIS (Tyler EPL)	Construction Services & Permitting
11	E-Plan Review	Avolve	Tyler	Daily	Bi-Directional	Push/Pull	Avolve Plug in Fee (replacement for existing Naviline plug in.) No Fee from Tyler.	Construction Services & Permitting
12	Employee (Tyler - User)	AD	Tyler	Daily	One Way	Pull	User Authentication (not an interface)	DoTS
13	Work Orders/Asset Management & Billing	Tyler	Oracle (WACS)	Hourly/batch based on WO type	Bi-Directional	Push/Pull	WACS will pull meter maintenance Work Orders (currently based on Work Order Type - 01, 08, 10, 13, 15, 26, 28, 29) and billing for billable services and update Meter Numbers after install and any other completion data	Water Resources
14	Document Management	Questys & NaviLine DMS Paperclip (either migration or integration)	Tyler	Real-time	Bi-Directional	Push/Pull	Quests has an Interface for Tyler. Existing documents can remain. Going forward any new documents will be stored in Tyler or use Quests API.	Billing & Collections, Codes Enforcement, Construction Services & Permitting, Occupation License, Planning & Zoning
15	Mapping	ArcGIS	Tyler	Real-time	Bi-Directional	Push/Pull	Tyler GIS Site License	DoTS
16	Notifications	Tyler	Tyler	Real-time	One Way	Push	Automatic notification program for expired permits and plan review results. As discussed the city will need 500K annual notifications to	Billing & Collections, Codes Enforcement, Construction Services & Permitting,

							be sent. (Tyler Notify included)	Occupation License, Planning & Zoning
17	Sanitation	TBD	Tyler	Hourly	Bi-Directional	Push/Pull	Customer Payments for billed work orders (Tyler no bid sanitation)	Sanitation
18	Redactions	Oracle (EBS))	Tyler	Real-time	One Way	Pull	Oracle EBS information is used to trigger redaction to prevent select information from appearing on public sites.	Billing & Collections, Codes Enforcement, Construction Services & Permitting, Occupation License, Planning & Zoning
19	Tyler - Fire Prevention Mobile	Tyler	Tyler	Hourly	Bi-Directional	Push/Pull	Tyler's Fire Prevention Mobile (FPM) is used for a wide variety of recurring fire safety inspections (Assembly, Business/Mercantile, Day Care, etc.) as well as on demand inspections related activities like consultations and responding to complaints. The department also bills for these services.	Fire Department

STAGE 2	Current & Future State Analysis - Data Exchange																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Review Standard or contracted Data Exchanges			A	R	I		I				C	C		I			C
Define or confirm needed Data Exchanges			I	C	C		C				A	C		C			R

11.1.2 Validation

Tyler provides training on Data Exchange(s) (for both Import and Export, and APIs*) and the City tests each Data Exchange.

STAGE 3	Process Refinement – Data Exchange Validation																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Train standard or contracted Data Exchange(s) processing in Tyler software			A	R	I		I				C	I		I			C
Coordinate 3rd Party Data Exchange activities			I	I	I		I				A	C		C			R
Test all Standard 3rd			I	I	I		I				A	C		R			C

party Data Exchange(s)																	

* API services, available thru Enterprise ERP OpenAPI Toolkits and Connectors, are not part of the core Enterprise ERP applications and are only applicable if included in the license agreement.

12. ERP Payments Roles and Responsibilities

The following defines the roles and responsibilities of each Payments Project resource for City and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at City, but are roles defined within the Payments project. It is common for individual resources on both the Tyler and client project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

12.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of the Payments process. Additional Tyler resources are assigned as the schedule develops and as needs arise.

12.1.1 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Payments Project, coordination of Tyler resources between departments, management of the Payments Project schedule, effective risk and issue management, and is the primary point of contact for all Payments Project related items. As requested by the client, the Tyler Project manager provides regular updates to the client Steering Committee and other Tyler governance members. Tyler Project manager's role includes responsibilities in the following areas:

12.1.1.1 Contract Management

- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by City project manager(s).
- Coordinates Change Requests, if needed, to ensure proper scope and budgetary compliance.

12.1.1.2 Planning

- Delivers Payments Project planning documents.
- Defines Payments Project tasks and resource requirements.
- Develops initial Payments Project schedule.
- Collaborates with City project manager(s) to plan and schedule Payments timelines to achieve on-time go-live.

12.1.1.3 Implementation Management

- Tightly manages scope and budget of Payments Project to ensure scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Payments Project schedule and are also in balance with scope/budget.
- Establishes risk/issue tracking/reporting process between City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to City any items that may impact the outcomes of the Payments Project.
- Collaborates with City 's project manager(s) to establish key business drivers and success indicators that will help to govern Payments Project activities and key decisions to ensure a quality outcome of the Payments Project.

- Collaborates with City 's project manager(s) to set a routine communication plan that will aide all project team members, of both City and Tyler, in understanding the goals, objectives, current status, and health of the Payments Project.

12.1.1.4 Resource Management

- Acts as liaison between project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications and activities including development, forms, installation, reports, upgrade, and billing.
- Provides direction and support to project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Payments Project schedule, task list, and go-live checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in-scope 3rd party providers to align activities with ongoing Upgrade Project tasks.

12.1.2 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Assists City with Payments test scripts development.
- Assists City with Payments validations through test scripts.
- Assists during Go-Live process.
- Facilitates training sessions and discussions with City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- Documents activities for services performed by Tyler.

12.1.3 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Supports and assists the project team with technical/environmental issues/needs.
- Schedules system upgrades and software deployments.
- Deploys Payment Portals.

12.1.4 Tyler Systems Management Services

- Manages incoming City issues via phone, email, online customer incident portal, and from Client Services.
- Provides system support including remote support for City systems, operating systems, peripheral hardware, and SQL assistance for the systems and platform directly attributable to the Tyler applications.
- Tracks issues for timely and effective resolution.
- Assists with database refreshes, LDAP synchronization, and loading releases.

12.2 City Roles & Responsibilities

City resources will be assigned prior to the start of the Payments Project. One person may be assigned to multiple Payments Project roles.

12.2.1 City Project Manager

City shall assign project manager(s) prior to the start of this Payments Project with overall responsibility and authority, within the scope of City Council approval, to make decisions related to Payments Project Scope, scheduling, and task assignment. City Project manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion or requests additional City Council approval to avoid any Payments Project delays. The client project manager(s) are responsible for reporting to client steering committee and determining appropriate escalation points.

12.2.1.1 Contract Management

- Validates contract compliance throughout the Payments Project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

12.2.1.2 Planning

- Reviews and accepts Payments Project planning documents.
- Defines Payments Project tasks and resource requirements for City project team.
- Collaborates in the development and approval of the Payments Project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule Payments Project timelines to achieve on-time go-live.

12.2.1.3 Implementation Management

- Tightly manages Payments Project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the Payments Project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the Payments Project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern Payments Project activities and key decisions to ensure a quality outcome of the Payments Project.
- Routinely communicates with both City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the Payments Project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

12.2.1.4 Resource Management

- Acts as liaison between project team and stakeholders.

- Identifies and coordinates all City resources across all modules, phases, and activities including data forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the Payments Project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams in order to ensure timely response and appropriate resolution.
- Owns the relationship with in-scope 3rd party providers and aligns activities with ongoing Payments Project tasks.
- Ensures that users have appropriate access to Tyler Payments Project toolsets such as Tyler University, Tyler Knowledgebase and SharePoint.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.
- Coordinates the creation of Payments test scripts.
- Validates the completion of Payments testing.

12.2.2 City Functional Leads

- Validates that necessary skills have been retained by end users.
- Develops Payments test scripts
- Coordinates/conducts/validates Payments testing.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to City project manager.
- Actively participates in all aspects of the Payments, including, but not limited to, the following key activities:
    - Task completion
    - Stakeholder Meeting
    - Schedule development
    - Maintenance and monitoring of risk register
    - Escalation of issues
    - Communication with Tyler project team
    - Coordination of City resources
    - Attendance at scheduled sessions
    - Change management activities
    - Decentralized end user training
    - Process testing
    - Payments Validation

12.2.3 City Subject Matter Experts

- Participate in Payments Project activities as required by the project team and project manager(s).
- Provide subject matter expertise on City business processes and requirements.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout Payments Project.
- Test all application configuration to ensure it satisfies business process requirements.

- Become application experts.
- Participate in Payments Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the Payments Project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to City staff during and after Payments.
- Participate in conversion review and validation.

12.2.4 City End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the Payments Project schedule.
- Utilize software to perform job functions at and beyond Go-live.

12.2.5 City Technical Lead

- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for City third party interfaces.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.

12.2.6 City Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the Payments Project changes.
- Identifies the impact areas resulting from Payments Project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

	Payments Project Team Responsibilities																
	Tyler								Client								
RACI MATRIX KEY: **R = Responsible** **A = Accountable** **C = Consulted** **I = Informed**	Executive Manager	Implementation Manager	Project manager	Implementation Consultant	Payment Operations	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Review Imp project request with Sales	A	A	R		R												
Hold Kick-off Meeting			R		R		A		A	A	R	I					A

Identify POC and Deliver Subscription and Sub-Merchant Agreement			I		R				I	I	I						
Agency Signs and Submits NIC Subscription Agreement and Sub-merchant Agreement			I		I				A	A	R	C					
Sub-merchant Agreement Signed by NIC and Fiserv		A	I		R				I	I	C						
Define Payment Product (TP, Enterprise Payments, Cashiering, POS Devices)			R		R					I	A	A		I			C
Define Payment Services: Number and Type of Merchant Accounts and TPE Services Needed			R		R					A	R	C			C		C
NIC provides Merchant and ACH Boarding Data Spreadsheet/Checklist of Information that the Client will need to provide			I		R						R	C			C		R
Obtain contact name, title, and e-mail address for the individual(s) responsible for completing boarding information and signing off on bank account setups for disbursements.			I		R						A						
NIC originates boarding form(s) through Infinicept tool			I		R						I						
Client completes boarding form(s) through Infinicept tool			I		I					A	R						C
Submit Sub-merchant Underwriting Package for Approval			I		R						I						I
Obtain MIDS			I		R						I						I
NIC to obtain Amex account			I		R						I						I
Fiserv to complete setup of the hierarchy			I		R						I						I
Fiserv to complete MID & TID Setup with Tokenization			I		R						I						I



Authorization testing (Amex and Fiserv)			I		R						I						I
Submit VISA registration (Service Fee, Utility Program, etc.)			I		R						I						I
Obtain Visa Registration			I		R						I						I
Obtain ACH Processor			I		R						I						I
Request and Create Bank Disbursement Profile (Prod)			I		R						I						I
Define Billing			C		R						I						I
Obtain CDB customer profile information from Customer			I		R					I	A						C
Develop Functional Requirements (if necessary) and Implementation Plan			A	I	R					I	C	I			C		C
Configuration Checklist			I		R						C						
Set Up and Configure TPE			I		R						I						I
TPE Merchant Code Set-up (UAT)			I		R						I						I
TPE Service Code Set-up (UAT)			I		R						I						I
Submit ServiceNow ticket for Merchant Parent to be configured with Payment Flows			I		R						I						I
TPE Credit Card Processor Set-up and Verification Testing			I		R						I						I
ACH Processor Set-up					R						I						I
TPE Merchant Code Set-up (PROD)			I		R						I						I
TPE Service Code Set-up (PROD)			I		R						I						I
TPE Convenience Fee Set-up			I		R						I						I
Initiate Docusign process for disbursement bank account setup (bank letter submission); TPE Banking Setup			I		R						I						I
Create/Set-up Bank Account in TPE			I		R						I						I
Configure Bank Account in TPE			I		R						I						I
Create customer in billing system			I		R						I						I
Request Billing Service Code Set-up			I		R						I						I



NIC to Provide IDs and Codes for Tyler Payments Configuration in UAT and PROD			I		R						I						I
Setup Payments Rules in Payments Core		I	R		I						I						I
Define Tyler Payments Admin Users and Roles		I	R							A	R	C		C	C		C
Development and Integration		A	R														
Training		A	R						I								
Schedule Training		A	R							A	R	I	I	I	I	I	C
Conduct Training		A	R	R							A						A
Acceptance Testing		A	R	R							C	I					
Client Testing in UAT			I	I						I	R	A		I	C	C	R
Test POS Equipment in UAT			I	I							R	A		A	C	C	R
Client testing - Stage application in Production environment			A	R							I	C					I
Conduct End-to-End Testing of Live Transactions			A	R							R	I		C			A
Request service code enablement for end-to-end testing			I	I	R						I						I
Enable service for testing			I	I	R						I						
Configure bank disbursement profile accounts (Prod)			I	I	R						I						
Run end-to-end test transaction			C	I							R	A			I		R
Test disbursement			I	I	R						I	I					
Client Submits Confirmation of Test Disbursement											R	A					A
Receive Confirmation of Test Disbursement			I	I	R						I						I
Determine Readiness for Go Live			R	C	I					A	C	C			C		C
Enable Service for Go Live			I	I	R						I						
Enterprise Payments Deployment Activities			R		I						I						
Client Deployment Activities			I								A						R
Provide Business Unit Success Contact and Service Desk Contact Info to Tyler Business Unit			I		R						I						I



Provide instruction for Business Unit to register for NIC Incident Communications			I		R						I						I
Provide PCI guidance			I		R						I						I

13. Project Timeline

13.1 ERP Project Timeline

The project scope is comprised of the modules, data conversions, interfaces, reports, workflows, and deliverables plus any related professional services described throughout this Statement of Work (SOW). If any services, tasks, or responsibilities not specifically described in this SOW are inherent or necessary sub-activities of the tasks or are otherwise required for proper performance of the services or tasks they will also be included within the scope.

The project timeline establishes a start and end date for each Phase of the Project. The timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

Tyler will develop a project plan consistent with the approximate timeline identified below:

Phase	Functional Area	Applications	Start Date	Duration	Post Live Impl Support Period
2	Financial Management	• General Ledger (Limited Use)	6 months after Phase 1 kick-off	3 months	3 months
3a	Revenue – Utility Billing & General Billing	• Accounts Receivable • General Billing • Utility Billing CIS including Graphing Agent • Utility Billing Meter Interface • Resident Access	3 months after Phase 2 kick-off	18 months	3 months
3b	Enterprise Asset Management	• Asset Maintenance & Performance – Site License • Internal Requests License	12 months after Phase 3a kick-off	9 months	3 months

APPENDIX D
HOSTING AND SUPPORT SERVICES SOW

Composite Appendix D is composed of the following documents:

Appendix D-1 Service Level Agreement (SLA)

Appendix D-2 Support Call Process

APPENDIX D-1
SERVICE LEVEL AGREEMENT (SLA)

The attached Service Level Agreement (SLA) is a Contractor Standard Document that may be amended by Contractor in accordance with Agreement section 4.

Exhibit C
SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.

APPENDIX D-2
SUPPORT CALL PROCESS

The attached Support Call Process is a Contractor Standard Document that may be amended by Contractor in accordance with Agreement section 4.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
(2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

APPENDIX E
SPECIFIC TERMS OF USE

Composite Appendix E is composed of the following documents, which provide the terms of use for specific aspects of the System:

Appendix E-1	Tyler Payments Terms of Use
Appendix E-2	Tyler Data & Insights Terms of Use

APPENDIX E-1
TYLER PAYMENTS TERMS OF USE

Payment Processing Agreement

This Payment Processing Agreement (this "Processing Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Client (the "Merchant").

1. ACKNOWLEDGEMENTS

a. By executing this Processing Agreement or an accompanying Order Form, Merchant is contracting with Tyler to obtain Card processing services on Merchant's behalf.

b. Merchant acknowledges that Tyler contracts with a payment processor (a "Processor"), Members, and other third party providers to provide services under this Processing Agreement, and Merchant hereby consents to the use of such Processor, Members, and others to provide such services.

c. To the extent elected in the Order Form, Tyler will provide Client with eCheck/ACH payment processing services for any eligible account as a turn-key solution or by presenting ACH Transactions in a NACHA Standard file submission to Merchant's Originating Depository Financial Institution (ODFI) as agreed to in the Order Form.ACH Transactions and Card Transactions may collectively be referred to as "Transactions."

2. MEMBER BANK AGREEMENT REQUIRED

a. When Merchant's customers pay Merchant through Tyler, Merchant may be the recipient of a Card funded payment. The organizations that operate these Card systems (such as Visa U.S.A., Inc. and MasterCard International Incorporated; collectively, the "Associations") require that Merchant (i) enter into a direct contractual relationship with an entity that is a member of the Association and (ii) agree to comply with Association Rules as they pertain to applicable Card Transactions that Merchant submits through Tyler.

b. Merchant shall complete an application with the Member with which Tyler has contracted and execute an agreement with such Member (the "Member Bank Agreement"). By executing a Member Bank Agreement, Merchant is fulfilling the Association Rule of entering into a direct contractual relationship with a Member, and Merchant agrees to comply with Association Rules as they pertain to Card Transactions Merchant submits for processing through the Tyler service.

c. Merchant acknowledges that Tyler may have agreed to be responsible for some of Merchant's obligations to a Member for such Transactions as set forth in the Member Bank Agreement. Member may debit the Merchant Bank Account for chargebacks, returns, refunds and other fees, however, in the event Member assesses any such chargeback, returns, refunds, or other fees to Tyler, Tyler may invoice the same to Merchant.

3. SETTLEMENT AND CHARGEBACKS

a. Merchants Bank Account. In order to receive funds, Merchant must maintain a bank account (the "Merchant Bank Account") at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system. Merchant agrees not to close the Merchant Bank Account without giving Tyler at least thirty (30) days' prior written notice and substituting another bank account. Merchant is solely liable for all fees and costs associated with Merchant Bank Account and for all overdrafts. Tyler shall not be liable for any delays in receipt of funds or errors in bank account entries caused by third parties, including but not limited to delays or errors by the Member Bank or payment processor to Merchant Bank Account.

b. Settlement. Transactions shall be settled according to the terms of the Member Bank Agreement using the account(s) which are designated by Merchant.

c. Chargebacks, Returns and Refunds. Chargebacks, returns and refunds paid for ACH Transactions shall be paid by Merchant in accordance with the Member Bank Agreement.

d. Retrieval Requests. Merchant is required by the Associations to store original documentation, and to timely respond to Retrieval Requests, of each Transaction for at least six months from the date of the respective Transaction, and to retain copies of all such data for at least 18 months from the date of the respective Transaction. Merchant is responsible for any Chargebacks that result from Merchant's failure to timely respond to Retrieval Requests for documentation relating to a Transaction.

4. FEES AND INVOICING

a. Order Form. Merchant agrees to pay Tyler the fees set forth in or attached to the Order Form for services provided by Tyler and to which this Agreement is hyperlinked or attached. This may include fees for Payment Service Devices or other Equipment that Merchant has elected to purchase or rent as set forth on the Order Form. Fees for purchase will be invoiced upon shipment and Fees for rental will be invoiced annually in advance. All Fees due hereunder are due within 45 days of invoice. The terms and conditions of such purchase or rental are set forth on Exhibit A attached hereto and incorporated herein.

b. Adjustments to Pricing. By giving written notice to Merchant, Tyler may change Merchant's fees, charges and discounts resulting from (i) changes in Association fees (such as interchange, assessments and other charges); (ii) changes in pricing by any third party provider of a product or service used by Merchant; or (iii) other market adjustment. Such new prices shall be applicable as of the effective date established by the Association or third party provider, or as of any later date specified in Tyler's notice to Merchant. In addition, Tyler may update pricing for rental of Equipment by giving written notice to Merchant at the end of any initial rental term or when such Equipment is upgraded to a newer model or replaced in accordance with the pricing set forth on Tyler's then-current Order Form.

c. Payment of Fees.

i. Online Payments. For payments that are initiated online, a convenience fee or service fee may be assessed to the Cardholder for each payment transaction that is paid electronically using a credit or debit card. Such convenience fee or service fee is set forth in the Order Form and will be charged at the time of the transaction to be deposited directly into a Tyler bank account from which all fees associated with processing and settling the Card Transactions will be paid.

ii. Over the Counter Payments. For payments that are initiated in your offices, a service fee may be assessed to the Cardholder for each payment transaction as set forth in the Order Form, and such fees will be charged at the time of the transaction to be deposited directly into a Tyler bank account from which all fees associated with processing and settling the transactions will be paid. For all other fees, Tyler shall invoice Merchant for services and service fees on a monthly basis, unless otherwise set forth in the Order Form. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and service fees. Following receipt of a properly submitted invoice, the Merchant shall pay amounts owing therein thirty (30) days in arrears.

iii. Absorbed Payments. For payments that are initiated online and/or in-person, the Merchant may elect to pay for all fees related to the transaction including, without limitation, interchange fees, dues, assessments, card brand fees, and Tyler fees.

iv. eCheck/ACH Payments. In addition, Tyler shall be authorized to charge eCheck/ACH fees and other fees specified in an Order Form to the end user. Unless otherwise set forth in the Order Form, fees will be charged at the time of the transaction to be deposited directly into a Tyler bank account.

5. LICENSE

Tyler hereby grants Merchant a non-exclusive, revocable license to use the Tyler Intellectual Property (as defined in Section 1.c) for the limited purpose of performing under this Processing Agreement. Merchant shall at all times be responsible for compliance with applicable law and Association Rules. Unless otherwise provided in a separate agreement between Tyler and Merchant, any Intellectual Property or machinery provided by Tyler, but not developed by Tyler, is being licensed or purchased by Merchant directly from the manufacturer or developer of such machinery or Intellectual Property. Merchant acknowledges that the license granted herein is limited to Merchant's use exclusively and that Merchant does not have the right to sub-license any of the Intellectual Property in either their original or modified form. Merchant agrees that it shall not reverse-engineer, disassemble or decompile the Intellectual Property. Merchant shall not give any third party, except Merchant's employees, access to the Intellectual Property without Tyler's prior written consent.

6. THIRD PARTY PROVIDERS

Tyler may, in its sole discretion, contract with alternate Members, payment processors or other third party providers to provide services under this Processing Agreement. In such event, Merchant shall reasonably cooperate with Tyler, including the execution of a new Member Bank Agreement by Merchant; provided, however, that if the terms and conditions of the new Member Bank Agreement are substantially different than Merchant's existing Member Bank Agreement, then Merchant shall have the right to terminate this Processing Agreement.

7. CONFIDENTIAL AND PROPRIETARY INFORMATION

a. Protection of Tyler Confidential and Proprietary Information. Merchant shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Tyler Confidential and Proprietary Information, and Merchant shall not use, make, sell, or otherwise exploit any such Tyler Confidential and Proprietary Information for any purpose other than the performance of this Processing Agreement, without Tyler's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Processing Agreement, provided that Tyler is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. Merchant shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 7(a) and shall be responsible for breaches by such persons.

b. Judicial Proceedings. If Merchant is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any Tyler Confidential and Proprietary Information, Merchant shall provide Tyler with prompt written notice of such request or requirement so that Tyler may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Processing Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Tyler, Merchant nonetheless is legally compelled to disclose Tyler Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, Merchant may, without liability herein, disclose to such court or tribunal only that portion of Tyler Confidential and Proprietary Information which the court requires to be disclosed, provided that Merchant uses reasonable efforts to preserve the confidentiality of Tyler Confidential and Proprietary Information, including, without limitation, by cooperating with Tyler to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded Tyler Confidential and Proprietary Information.

c. Security of User IDs and Passwords. Merchant is solely responsible for maintaining the confidentiality of its user IDs and passwords and all activities that occur under Merchant's user IDs, even if fraudulent or not authorized by Merchant. Merchant acknowledges the heightened risk associated with access to its User IDs, passwords, transaction and account information (collectively, "Account Information"). Merchant represents and warrants that (i) Merchant will comply with applicable Association Rules and applicable law, (ii) Merchant will establish policies and procedures to protect such information in conformity with Association Rules and applicable law, including the storage and disclosure of such Account Information, (iii) Merchant will exercise reasonable care to prevent use or disclosure of Account Information. Merchant, and not Tyler, will be solely responsible for all activity, including all approvals, Transactions, chargebacks, returns and refunds processed, using Merchant's user IDs and passwords. If a forensic investigation is initiated by a Card Network, Member, Tyler or Tyler's Processor, then Merchant agrees to cooperate with such investigation until it is complete, including, without limitation, by providing logs related to its User IDs and passwords and Merchant's compliance with Association Rules and applicable law.

8. REPRESENTATIONS AND WARRANTIES

a. No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings, pending or, to the knowledge of Tyler, threatened, that shall have a material adverse effect on Tyler's ability to fulfill its obligations pursuant to or arising from this Processing Agreement.

b. Compliance with Laws. In performing this Processing Agreement, Tyler shall comply with all applicable material licenses, legal certifications, or inspections. Tyler and Merchant shall comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.

c. Ownership. Tyler is a Delaware corporation that is listed for trading on the New York Stock Exchange.

d. Certain Business Practices. Neither Tyler nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Processing Agreement by any federal department or agency. Tyler further represents and warrants that it is not listed on any local, state or federal consolidated list of debarred, suspended, and ineligible contractors and grantees.

e. Equipment Manufacturer Warranties. Tyler will pass through to Merchant any applicable manufacturer warranties that apply to Equipment purchased by Merchant through this Agreement.

f. Disclaimer of Implied Warranties. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS PROCESSING AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TYLER HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO MERCHANT FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS PROCESSING AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE TOTAL FEES PAID TO TYLER UNDER THIS PROCESSING AGREEMENT (NET OF ASSOCIATION INTERCHANGE, ASSESSMENTS AND FINES) FOR THE SIX MONTHS PRIOR TO THE TIME THE LIABILITY AROSE.

WHILE BOTH PARTIES ACKNOWLEDGE THAT THIS IS AN AGREEMENT FOR SERVICES TO WHICH THE UNIFORM COMMERCIAL CODE DOES NOT APPLY, IN NO EVENT SHALL TYLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS PROCESSING AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

10. INDEMNIFICATION

a. Chargebacks and Refunds. Merchant acknowledges that Tyler has agreed to be responsible for some of Merchant's obligations to a Member for Transactions and Association Rules as set forth in the Member Bank Agreement. Member should debit the Merchant Account for chargebacks, returns, refunds, assessments, penalties and fines, and in the event Member assesses any such amounts to Tyler, including any amounts in excess of the balance of the Merchant Account, Tyler shall invoice the same to Merchant.

b. Applicable Law and Interpretations: Merchant shall indemnify and hold harmless Tyler from and against any claim or action related to Merchant's violation of applicable law and/or Association Rules including without limitation any election to apply custom fee structures or customer surcharges.

c. Intellectual Property.

i. Tyler retains all ownership and copyright interest in and to any and all intellectual property, computer programs, related documentation, technology, know how, and processes developed by Tyler and provided in connection with this Processing Agreement (collectively, the "Intellectual Property"),

ii. Notwithstanding any other provision of this Processing Agreement, if any claim is asserted, or action or proceeding brought against Merchant that alleges that all or any part of the Intellectual Property, in the form supplied, or modified by Tyler, or Merchant's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, Merchant, upon its awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold Merchant harmless against, any such claim or action with counsel of Tyler's choice and at Tyler's expense and shall indemnify Merchant against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity,

Merchant shall cooperate with and may monitor Tyler in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Tyler may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Intellectual Property made by Merchant, or any third party pursuant to Merchant's directions, or upon the unauthorized use of the Intellectual Property by Merchant.

d. If the Intellectual Property becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, Tyler shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in Tyler's sole discretion: (a) promptly replace the Intellectual Property with a compatible, functionally equivalent, non-infringing system; or (b) promptly modify the Intellectual Property to make it non-infringing; or (c) promptly procure the right of Merchant to use the Intellectual Property as intended.

11. TAXES

a. Tax Exempt Status. Merchant is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Processing Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Processing Agreement.

b. Employee Tax Obligations. Each party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by such party for work performed under this Processing Agreement.

12. TERM, SUSPENSION, AND TERMINATION

a. Term. The term of this Processing Agreement (the "Term") shall commence on the Effective Date and shall continue in effect for three years unless otherwise set forth on an Order Form; provided, however, that at the end of such initial term, and on each subsequent anniversary of the Effective Date, the term shall automatically extend for an additional year unless either party provides, at least ninety (90) days prior to the end of the then current term, written notice that it does not wish to extend the term or otherwise terminates the agreement for Cause pursuant to Section 12(b). Notwithstanding the foregoing, Tyler may elect to cease providing payment processing services upon the termination or expiration of Tyler's other agreement with Client to provide Tyler software or services.

b. Termination for Cause. Either party may terminate this Processing Agreement for Cause, provided that such party follows the procedures set forth in this Section(b).

i. For purposes of this Section, "Cause" means either:

A. a material breach of this Processing Agreement, which has not been cured within ninety (90) days of the date such party receives written notice of such breach;

B. the failure by Merchant to timely pay when due any fees owed to Tyler pursuant to this Processing Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;

C. breach of Section 7; or

D. if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

ii. No party may terminate this Processing Agreement under Section 12 b(i)(A) unless it cooperates in good faith with the alleged breaching party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 13 following such period.

iii. In the event either party terminates this Processing Agreement pursuant to this Section(b), each party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination, all revocable licenses shall terminate.

c. Survival. The following provisions shall survive after the Term of this Processing Agreement: 2(c); 3; 4(c); 7; 10; 11; 12; 13; 14; and 15.

13. DISPUTE RESOLUTION

Any dispute arising out of, or relating to, this Processing Agreement that cannot be resolved within five (5) Business Days shall be referred to the individual reasonably designated by Merchant and Tyler's representative assigned to Merchant's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to Merchant's chief executive officer or other individual reasonably designated by Merchant and Tyler's applicable division President ("Executive Dispute Level"), at such time and location reasonably designated by the parties. Any negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Processing Agreement, the parties shall submit the matter to non-binding mediation prior to the commencement of any legal proceeding. The foregoing shall not apply to claims for equitable relief under Section 7.

14. MISCELLANEOUS

a. Assignment. Neither party may assign this Processing Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party, which consent shall not be unreasonably withheld.

b. Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

c. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail. Notwithstanding the foregoing, notice shall be deemed delivered when provided in connection with billing or invoicing.

d. Counterparts. This Processing Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

e. Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein.

f. Entire Agreement. This Processing Agreement constitutes the entire understanding and contract between Tyler and Merchant for payment processing services (as detailed in an Order Form) and supersedes any and all prior or contemporaneous oral or written representations, contracts or communications with respect to the subject matter hereof.

g. Amendment. This Processing Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Processing Agreement shall be binding upon the parties despite any lack of consideration.

h. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Processing Agreement shall remain valid and enforceable according to its terms.

i. Relationship of Parties. The parties intend that the relationship between the parties created pursuant to or arising from this Processing Agreement is that of an independent contractor only. Neither party shall be

considered an agent, representative, or employee of the other party for any purpose.

j. Governing Law. Any dispute arising out of or relating to this Processing Agreement or the breach thereof shall be governed by the laws of the state of Merchant's domicile, without regard to or application of choice of law rules or principles.

k. Audit. Tyler shall maintain complete and accurate records of all work performed pursuant to and arising out of this Processing Agreement. Merchant may, upon the written request, audit any and all records of Tyler relating to services provided herein. Merchant shall provide Tyler twenty-four hour notice of such audit or inspection. Tyler shall have the right to exclude from such inspection any Tyler Confidential and Proprietary Information not otherwise required to be provided to Merchant as a part of this Processing Agreement. Any such audit shall be conducted at Tyler's principal place of business during Tyler's normal business hours and at Merchant's sole expense.

l. No Third Party Beneficiaries. Nothing in this Processing Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

m. Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this Processing Agreement. If an ambiguity exists in this Processing Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

n. Force Majeure. No party to this Processing Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one party, that party shall notify the other party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the party claiming excusable delay. Any performance times pursuant to or arising from this Processing Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein. This section does not excuse any party from payment obligations under this Processing Agreement.

o. Equitable Relief. Each party covenants, represents, and warrants that any violation of this Processing Agreement by such party with respect to its respective obligations set forth in Section 7 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

15. CERTAIN DEFINITIONS

a. Association means a group of Card issuer banks or debit networks that facilitates the use of payment cards accepted under this Processing Agreement for processing, including, without limitation, Visa,U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Associations also includes the Payment Card Industry Security Standards Council and the National Automated Clearinghouse Association.

b. Association Rules means the bylaws, rules, and regulations, as they exist from time to time, of the Associations.

c. Card or Payment Card means an account, or evidence of an account, authorized and established between a Cardholder and an Association, or representatives or members of a Association that Merchant accepts from Cardholders as payment for a good or service. Payment Instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.

d. Cardholder means the person to whom a Card is issued or who is otherwise entitled to use a Card.

e. Chargeback means a reversal of a Card sale Merchant previously presented pursuant to Association Rules.

f. Member or Member Bank means an entity that is a member of the Associations.

g. Order Form means a document listing the pricing associated with this Processing Agreement.

h. Processing Agreement means this Payment Card Processing Agreement, including all exhibits attached hereto and to be attached throughout the Term of this Processing Agreement, all of which are incorporated by reference herein.

i. Retrieval Request means a request for information by a Cardholder or Card issuer relating to a claim or complaint concerning a Card sale Merchant has made.

j. Transaction means the evidence and electronic record of a sale or lease transaction representing payment by use of a Card, echeck/ACH, digital payment or of a return/refund/credit to a Cardholder or any other payor.

k. Tyler Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of Tyler's operations and held by, owned, licensed, or otherwise possessed by Tyler (whether held by, owned, licensed, possessed, or otherwise existing in, on or about Tyler's premises or Merchant's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Tyler's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, other research and development information and data, and Intellectual Property. Notwithstanding the foregoing, Tyler Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by Merchant in breach hereof; (b) becomes available to Merchant on a non-confidential basis from a source other than Tyler, which is not prohibited from disclosing such information by obligation to Tyler; (c) is known by Merchant prior to its receipt from Tyler without any obligation of confidentiality with respect thereto; or (d) is developed by Merchant independently of any disclosures made by Tyler.

[Remainder of this page intentionally left blank]

Exhibit A

Payment Service Devices/Equipment – Rental and Purchase

This Exhibit A is incorporated into that certain Payment Processing Agreement between Tyler and Merchant (the "Processing Agreement").

1. TERMS APPLICABLE TO BOTH PURCHASE AND RENTAL OF EQUIPMENT

a. Generally. Tyler will provide PCI-compliant Payment Service Devices as elected by Merchant and described in the Order Form and related equipment for rent or purchase during the term of this Agreement for the fees set forth in the Order Form.

b. Shipping Timelines. Tyler shall ship newly-requested Payment Service Devices (and associated supplies, such as printers, cables, power supplies, mounting hardware or other equipment identified in an Order Form) ("Equipment") to Merchants within (a) 14 calendar days of the request or (b) 14 calendar days prior to payment service commencement/go-live, whichever is later. Tyler shall ship failure-related replacement Equipment to Merchants within two (2) Business Days of a written request. Shipping timelines are subject to Payment Service Device availability by the applicable manufacturer or supplier and shall be extended until such devices become available.

c. Delivery and Acceptance. Tyler will deliver the Equipment to the location designated by Merchant in the Order Form. If an address for delivery is not expressly designated in the Order Form, such Equipment will be delivered to Merchant's address otherwise set forth in the Order Form. Merchant will be deemed to have accepted each piece of Equipment on the earlier of (i) when Merchant acknowledges receipt, and (ii) seven days after shipment of each such piece of Equipment, unless Tyler is notified earlier in writing by Merchant that the Equipment has not been received or is not functional.

d. Rights and Restrictions. Tyler shall process payments received from Merchant's Payment Service Devices provided by Tyler. Merchant acknowledges that the Payment Service Devices are embedded with proprietary encryption technology that will be injected by Tyler's designee into the Payment Services Devices. Merchant agrees that all of Merchant's over-the-counter Transactions processed through a Tyler application will be required to use Payment Service Devices provided by Tyler. Merchant will maintain each Payment Service Device in its possession and will not permit any physical alteration or modification of any piece of Equipment. Each piece of Equipment will be used only in the ordinary course of Merchant's business in connection with Tyler applications. **The Equipment is not being sold or rented to the Merchant for home or personal use. Merchant acknowledges that the Equipment rented or purchased through this Exhibit may not be compatible with another processor's systems.** Merchant hereby grants Tyler a security interest in (i) all Equipment to secure payment of the purchase price, and (ii) all Equipment to secure payment of the monthly rental payments. Merchant authorizes Tyler to file financing statements with respect to the Equipment in accordance with the Uniform Commercial Code, signed by Tyler directly or as Merchant's attorney-in-fact.

e. Change Notice. Tyler shall provide thirty (30) calendar days written notice for Equipment changes that affect Merchants, which includes, without limitation, when Tyler will no longer support a Payment Service Device. Tyler will only be obligated to replace Equipment when a Payment Service Device is no longer capable of functioning or Tyler ends support of the specific make and model of the Equipment.

f. PCI DSS Compliance. Each party understands and agrees to comply with PCI DSS and any amendments thereto. Merchant shall be responsible for compliance with PCI DSS version 3.2.1 and any more current versions regarding the Payment Service Devices, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.

2. TERMS APPLICABLE ONLY TO EQUIPMENT PURCHASED

Tyler will sell to Merchant the Equipment identified in the Order Form, free and clear of all liens and encumbrances, expect that any proprietary encryption technology included within the Payment Service Devices or any other Tyler Intellectual Property will be provided to you pursuant to the License set forth in Section 5 of the Agreement. Maintenance and repair of Merchant-purchased Equipment is the responsibility of Merchant, unless Merchant has purchased Tyler's maintenance services for Payment Service Devices.

3. TERMS APPLICABLE ONLY TO EQUIPMENT RENTAL

a. Tyler will rent to Merchant the Equipment identified in the Order Form, as set forth herein. The rental period will commence when the Equipment is deemed accepted. At the end of the rental term identified in an Order Form or when the Agreement is terminated, Merchant will promptly return each piece of Equipment to Tyler at Merchant's cost, in the same condition as when received, ordinary wear and tear excepted, unless otherwise directed by Tyler. The rental period will terminate when Equipment is returned to Tyler at 840 West Long Lake Road, Detroit, Michigan 48098, Attention: Tyler Payments, or at an earlier date specified by Tyler in writing. The following information must be included within the shipping box: (i) Merchant name, complete address and phone number; (ii) name of person to contact if there are any questions; (iii) your Merchant account number; and (iv) serial number of the Equipment. Merchant will retain proof of delivery documents and the applicable serial number. For any piece of Equipment that is not returned to Tyler in accordance with this paragraph, Merchant will pay Tyler the greater of $250.00 or the fair market value of such piece of Equipment as if it were in the condition described herein.

b. Merchant will not assign its rights or obligations under this Exhibit, or pledge, lend, create a security interest in, incur any liens or encumbrances on, or sublease the Equipment to any other person or entity without Tyler's prior written consent. Any such assignment, delegation, sublease, pledge, security interest or lien in the absence of consent shall be void.

c. The provisions of this Exhibit will survive the termination or expiration of the Agreement and continue until all rented Equipment is returned to Tyler or paid for.

APPENDIX E-2
TYLER DATA & INSIGHTS TERMS OF USE

Data & Insights SaaS Services Terms of Service

This Data & Insights SaaS Services Terms of Services governs your use of the following solutions:

Assessment Connect
Open Assessment

Enterprise Permitting & Licensing Business Management Feeds
Enterprise Permitting & Licensing Community Development Feeds
Data & Insights- Enterprise Permitting & Licensing Executive Insights (Comm Dev)
Data & Insights Citizen Connect
Economic Intelligence

Enterprise ERP Analytics & Reporting w Executive Insights
Data & Insights Capital Project Explorer
Data & Insights Citizen Connect
Data & Insights Open Data
Data & Insights Open Finance
Economic Intelligence
Executive Insights, ERP

Court Insights
eFile Insights
Probation/Pre-Trial Insights

Open Finance
Executive Insights (Future)
Economic Intelligence

Law Enforcement Explorer
Citizen Connect
Law Enforcement Analytics
Performance Dashboards

WHEREAS, Tyler has designed, developed, purchased or configured certain computer software systems which Tyler has designated as Data & Insights SaaS Services and has used such software in support of commercial and government programs; and

WHEREAS, Client desires to acquire from Tyler and Tyler wishes to grant to Client a non-exclusive license to use the Data & Insights SaaS Services as further defined, permitted, conditioned, and restricted below.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in consideration of covenants and obligations hereinafter set forth, the Parties agree to be bound by the terms and conditions as follows:

These Data & Insights SaaS Services Terms of Service govern the use and license rights associated with the Data & Insights SaaS Services. The parties are referred to herein individually as Party or collectively as Parties. Capitalized terms used in these Data & Insights SaaS Services Terms of Service but not defined herein are defined in the Base Agreement or other agreement with us governing your use of the Tyler software and services.

SECTION A – DEFINITIONS

- **"Base Agreement"** means the agreement executed by you and Tyler to which you are adding Data & Insights SaaS Services through signature upon an Order Form. For the avoidance of doubt, a Base Agreement is not an agreement signed by an entity Tyler acquired.
- **"API"** means application-programming interface.
- **"Client Data"** means data, datasets, files, information, content and links uploaded or provided by Client through the use of the Data & Insights SaaS Services but excluding Third-Party Services.
- **"Confidential Information"** means nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, Social Security numbers) and trade secrets, each as defined by applicable state law.
- **"Dataset"** means physical collection of information, typically modeled as a table of rows and columns of data.
- **"Data Storage"** means the contracted amount of storage capacity for your Client Data.
- **"Effective Date"** means the date subscription start date identified in the Order Form or Purchase Order.
- **"External API Calls"** means any request made by a user that is not logged in against a SaaS Service.
- **"Monthly Active Users" or "Users"** used interchangeably, means a user that is logged in and accesses the Data & Insights SaaS Services.
- **"Order Form"** or **"Purchase Order"** means an ordering document, referencing or including a Quote or Investment Summary, specifying the Data & Insights SaaS Services and any Professional Services to be provided hereunder that is entered into between Client and Tyler, including any addenda and supplements thereto.
- **"Quote"** or **"Investment Summary"** means an estimate provided by Tyler for the SaaS Services or Professional Services.
- **"Data & Insights SaaS Services"** means the Data & Insights off the shelf, cloud-based software service and related services, including support services, as specified under this Data & Insights SaaS Services Terms of Service. Data & Insights SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **"Data & Insights Agreement"** means this Data & Insights SaaS Services Terms of Service and any special conditions agreed to by the Parties and included in the Order Form.
- **"Third-Party Data"** means an aggregated dataset solution by a third-party data provider and shall be treated as Confidential Information.
- **"Third-Party Data Purpose"** means to use the Third-Party Data alone or in conjunction with

other intelligence, data, or logic for internal modeling, targeting, measurement, and internal reporting solely for the benefit of the Client.

- **"Third-Party Services"** means if any, third-party web-based services, content, or platforms, including but not limited to third party stock photos and third-party map location services, which are available at no additional charge to you through the Data & Insights SaaS Services.
- "**Updates**" means any enhancements, additions, new releases, bug fixes, patches, modifications or other error corrections of or to the SaaS Software or Third-Party Data licensed to Client that Tyler generally makes available free of charge to licensees of the solutions.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – DATA & INSIGHTS SAAS SERVICES

1. Rights Granted. As of the Effective Date, Tyler grants to Client the non-exclusive, non-assignable limited right to use the SaaS Services on a subscription basis according to the terms of the Base Agreement and this Data & Insights Agreement. The SaaS Services will be made available to Client according to the terms of the applicable Service Level Agreement. Client may use the SaaS Services to access Updates and enhancements to the SaaS Services, as described in herein. Unless otherwise terminated, Client's right to access or use the SaaS Services will terminate at the end of the subscription period defined in the Order Form or Base Agreement, as applicable.
2. SaaS Fees and Usage Limits. Client agrees to pay the fees identified in the Order Form in accordance with Tyler's Invoicing and Payment Policy. Client acknowledges that continued access to the Data & Insights SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue your access to the Data & Insights SaaS Services. We may also terminate this Data & Insights Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate. During the subscription period, Tyler reserves the right to exercise the usage limits set forth in the Order Form. If Client exceeds the contractual usage limits, Tyler may work with Client to seek to reduce Client's usage so that it conforms to that limit. If Client is unable or unwilling to abide by a contractual usage limit, or if Client wishes to increase usage limits, it will require a written contract amendment, modification, or Client will execute an Order Form for increased usage limits.

3. Ownership and Reservation of Rights.
   a. This Data & Insights Agreement does not provide Client with title or ownership of the Data & Insights SaaS Services, or Third-Party Data, but only a right of limited use as further delineated herein. The SaaS Services, other services, workflow processes, user interface, designs, and other technologies provided by Tyler pursuant to this Data & Insights Agreement are the proprietary property of Tyler and its licensors. All right, title and interest in and to such items, including all associated intellectual property rights, remain only with Tyler. Tyler reserves all rights unless otherwise expressly granted in this Data & Insights Agreement. Client may not remove or modify any proprietary marking or restrictive legends from items or services provided under this Agreement. Third-Party Data vendors also retain ownership, title and all rights and interest, including, without limitation, Intellectual Property Rights in and to their own respective software, data, and documentation.
   b. When Client uploads or provides Client Data through the use of the Data & Insights SaaS Services, Client grants to Tyler a non-exclusive, worldwide, royalty-free, sub-licensable, and transferable license during the subscription period to use, reproduce, publicly display, distribute, modify, create derivative works of, index, and translate the Client Data as needed in response

to, and as directed by, a User's use of the Data & Insights SaaS Services and as needed for the compliance of this Data & Insights Agreement and for the purpose of providing analytics to a User.

c. Tyler may access and develop derivative data assets and insights based on combined, aggregated, anonymized views of Client Data, that Client has not made publicly available, for the purposes of providing new features and functionality, and performing aggregated statistical analysis by providing benchmarks and models.

d. Client retains all ownership and intellectual property rights to the Client Data. Client expressly recognizes that except to the extent necessary to carry out our obligations contained in this Data & Insights Agreement, Tyler does not create or endorse any data used in connection with the Data & Insights SaaS Services.

e. If Client provides feedback, information, and/or or suggestions about the Data & Insights SaaS Services, or any other services provided hereunder, then Tyler (and those it allows to use its technology) may use such feedback, information, and/or suggestions under a royalty-free, paid-up, and irrevocable license without obligation to Client.

4. Restrictions.

a. You may not: (a) except as explicitly provided for herein, make the Data & Insights SaaS Services or Documentation resulting from the Data & Insights SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Data & Insights SaaS Services; (c) access or use the Data & Insights SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Data & Insights SaaS Services or Documentation available to any third party other than as expressly permitted by this Data & Insights Agreement; (e) use the Data & Insights SaaS Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third party rights; (f) interfere with or disrupt the integrity or performance of the Data & Insights SaaS Services (including without limitation, vulnerability scanning, penetration testing or other manual or automated simulations of adversarial actions, without Tyler's prior written consent); or (g) attempt to gain unauthorized access to the Data & Insights SaaS Services or its related systems or networks.

b. Client acknowledges and understands that the Data & Insights SaaS Services are not designed to serve as the system of record and shall not be used in a manner where the interruption of the Data & Insights SaaS Services could cause personal injury (including death) or property damage. The Data & Insights SaaS Services are not designed to process or store data protected under the Family Education Rights and Privacy Act ("FERPA"), data from Criminal Justice Information Services ("CJIS"), or other sensitive data, and by using the Data & Insights SaaS Services, Client acknowledges and agrees that Client is using the Data & Insights SaaS Services at Client's own risk and that Client is solely responsible for use of data with the Data & Insights SaaS Services in any manner that is contrary to the uses for which the Data & Insights SaaS Services are designed and offered for use in this Agreement. If Client intends to use the Data & Insights SaaS Services to store or transmit Protected Health Information (PHI), then the Parties will scope the additional usage and it will require a written contract amendment and will include a mutually agreeable Business Associate Agreement.

c. Although we have no obligation to screen, edit or monitor the Client Data or Public User content

posted on Data & Insights SaaS Services, if, in our reasonable judgment, we discover your use of the Data & Insights SaaS Services threatens the security, integrity, stability, or availability of the Data & Insights SaaS Services, or is otherwise in violation of this Data & Insights Agreement, we may temporarily suspend the Data & Insights SaaS Services, or User access thereto. Unless Client has conducted penetration testing or unscheduled performance testing, Tyler will use commercially reasonable efforts to provide Client with notice and an opportunity to remedy such violation or threat prior to such suspension. Any penetration testing or unscheduled performance testing conducted by Client will result in immediate suspension of the Data & Insights SaaS Services.

5. Access and Usage by Internal Client Users and Contractors. You may allow your internal users and third party contractors to access the Data & Insights SaaS Services and any technical or policy controls, in compliance with the terms of this Data & Insights Agreement, which access must be for your sole benefit. You are responsible for the compliance with this Data & Insights Agreement by your internal users and contractors.

6. Your Responsibilities. Client (a) must keep its passwords secure and confidential; (b) is solely responsible for all activity occurring under its account; (c) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Tyler promptly of any such unauthorized access; (d) may use the Data & Insights SaaS Services only in accordance with the Documentation; and (e) shall comply with all federal, state and local laws, regulations and policies of Client, as to its use of the Data & Insights SaaS Services, Client Data, and instructions to Tyler regarding the same.

7. Client Data Backup. The data on the Data & Insights Platform is a copy of Client Data. Any laws and regulations governing Client for retention of Client Data remains Client's responsibility. CLIENT IS SOLELY RESPONSIBLE FOR BACKING UP CLIENT DATA unless otherwise specially agreed in writing between Tyler and Client in the Tyler hosting Agreement.

8. Return of Client Data. Upon request, Tyler will make the Data & Insights SaaS Services available to Client to export Client Data for a period of sixty (60) days following the termination of this Data & Insights Agreement. After such sixty (60) day period has expired, we have no obligation to maintain Client Data and may destroy the Client Data.

9. Data Security Measures. In order to protect your Confidential Information, we will: (a) implement and maintain all reasonable security measures appropriate to the nature of the Confidential Information including without limitation, technical, physical, administrative and organizational controls, and will maintain the confidentiality, security and integrity of such Confidential Information; (b) implement and maintain industry standard systems and procedures for detecting, mitigating, and responding to attacks, intrusions, or other systems failures and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; (c) designate an employee or employees to coordinate implementation and maintenance of its Security Measures (as defined below); and (d) identify reasonably foreseeable internal and external risks to the security, availability, confidentiality, and integrity of Confidential Information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks (collectively, Security Measures). Client acknowledges and agrees that Tyler's obligations with respect to Security Measures is subject to Client Restrictions herein.

10. Notice of Data Breach. If Tyler knows that Confidential Information has been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this Data & Insights Agreement, we will alert Client of any such data breach in accordance with applicable law, and take such actions as may be necessary to preserve forensic evidence and return the Data & Insights SaaS Services to standard operability. If so required, Tyler will provide notice in accordance with applicable federal or State data breach notification laws.

11. Confidentiality. In the absence of a corresponding provision in the Base Agreement, the following provision shall apply:

    Each party agrees that it will not disclose any Confidential Information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Data & Insights Agreement. This obligation of confidentiality will not apply to information that:

    a. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Data & Insights Agreement by a party or its employees or agents;
    b. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    c. a party receives from a third party who has a right to disclose it to the receiving party; or
    d. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Data & Insights Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

SECTION C – WARRANTY

1. SaaS Services Warranty. Tyler warrants to Client that the functionality or features of the Data & Insights SaaS Services will substantially perform as communicated to Client in writing, or their functional equivalent, but Tyler has the right to update functionality. The support policies may change but will not materially degrade during the term. Tyler may deprecate features upon at least 30 days' notice to Client, but Tyler will use commercially reasonable efforts to support the previous features for at least 6 months following the deprecation notice. The deprecation notice will be posted at https**://support.socrata.com.**

SECTION D – THIRD-PARTY SERVICES

1. Third -Party Services**.** Client may be provided with access and usage of Third-Party Services through use of the Data & Insights SaaS Services. Client may use the Third-Party Services at Client's election, but Client must agree to such Third-Party Service contracts if Client chooses to use those Third-Party Services. Third-Party Services will be solely governed by such Third-Party Service contracts and use may include separate fees and charges.

2. Disclaimer. You acknowledge that we are not the provider of any Third-Party Services. We do not warrant or guarantee the performance of the Third-Party Services.

SECTION F – TERM

1. Term. Unless the Data & Insights SaaS Services are acquired through a Base Agreement with a defined term for SaaS Services (in which case that term shall apply), the initial term of the Data & Insights Agreement is forth in the Order Form. Unless expressly indicated otherwise in the Order Form, this Data & Insights Agreement and the subscription to the Data & Insights SaaS Services will renew automatically for additional one (1) year renewal terms unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Data & Insights SaaS Services or Third-Party Data will terminate at the end of this Data & Insights Agreement.

SECTION G –LIMITATION OF LIABILITY

1. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS DATA & INSIGHTS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. WHILE TYLER TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE DATA & INSIGHTS SAAS SERVICES, TYLER DOES NOT GUARANTEE THAT THE DATA & INSIGHTS SAAS SERVICES CANNOT BE COMPROMISED. YOU UNDERSTAND THAT THE DATA & INSIGHTS SAAS SERVICES MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.**

2. **LIMITATION OF LIABILITY.** Unless the Data & Insights SaaS Services are acquired through a Base Agreement with a Limitation of Liability clause (in which case that term shall apply), **OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS DATA & INSIGHTS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE THEN-CURRENT ANNUAL DATA & INSIGHTS SAAS FEES PAYABLE BY YOU. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS DATA & INSIGHTS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE INDEMNIFICATION OBLIGATIONS UNDER THE AGREEMENT.**

3. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

SECTION H –Additional Terms and Conditions for Data & Insights SaaS Services with Open Data functionality

1. Tyler may make certain other Tyler Applications available to Client. The use of Open Assessment, Data & Insights Citizen Connect, Data & Insights Capital Project Explorer, Sorata Citizen Connect, Data & Insights Open Data, Data & Insights Open Finance, Open Finance, and/or X-Connect Applications, either alone or in connection with the Data & Insights SaaS Services, is governed by this Data & Insights Agreement and the Agreement. Client must also comply with the following terms and conditions when using the above named Applications.
2. The Data & Insights SaaS Services may provide you with functionality to make all or part of Client

Data available to the general public through one or more public facing websites. If the functionality is provided, then Client determines which Client Data is shared publicly, and Client is solely responsible for determining the online terms of use and licenses relative to the use by public users ("Public User") of Client Data, and the enforcement thereof. Client is responsible to ensure all Users comply with the terms and conditions of this Amendment. Once an internal user makes Client Data publicly available using the Data & Insights SaaS Services, Tyler has no control over a Public User's use, distribution, or misuse of Client Data. Tyler has no liability or obligation to indemnify for such usage. If the Data & Insights SaaS Services provide you with this functionality, then Users have the ability within the Data & Insights SaaS Services to remove the public permissions applied to Client Data.

3. Tyler reserves the right to develop derivative data assets based on Client Data that exists in the public domain. Tyler may use, index, disclose, commercialize, and transfer the derivative data assets for any lawful purpose, including but not limited to: aggregating and summarizing data; normalizing, standardizing and concatenating data to create new regional or national data assets; and developing key performance indicators and benchmarks.
4. APIs. The Data & Insights SaaS Services may provide access to the applicable application-programming interface ("API") as part of the Data & Insights SaaS Services under the terms of this Data & Insights Agreement. Subject to the other terms of this Data & Insights Agreement and if the Data & Insights SaaS Services provides access to the APIs, Tyler grants Client a non-exclusive, nontransferable, terminable license to interact only with the SaaS Services as allowed by the current APIs.
    a. Client may not use the APIs in a manner--as reasonably determined by Tyler--that exceeds the purposes defined in the Amendment Investment Summary, constitutes excessive or abusive usage, or fails to comply with any part of the APIs. If any of these occur, Tyler can suspend or terminate Client's access to the APIs on a temporary or permanent basis.
    b. Tyler may change or remove existing endpoints or fields in API results upon at least 30 days' notice to Client, but Tyler will use commercially reasonable efforts to support the previous version of the APIs for at least 6 months from deprecation notice. Tyler may add new endpoints or fields in API results without prior notice to Client.
    c. The APIs may be used to connect the SaaS Services to certain hosted or on premise software applications not provided by Tyler ("Non-Tyler Applications"). Client is solely responsible for development, license, access to and support of Non-Tyler Applications, and Client's obligations under this Data & Insights Agreement are not contingent on access to or availability of any Non-Tyler Application.
    d. Any open source code provided is provided as a convenience to you. Such open source code is provided AS IS and is governed by the applicable open source license that applies to such code; provided, however, that any such open source licenses will not materially interfere or prohibit Client's limited right to use the SaaS Services for its internal business purposes.

SECTION I –Additional Terms and Conditions for Third-Party Data Vendor Solutions/Applications

1. Tyler may make certain Third-Party Data Vendor Applications available to Client. The use of Tyler Recovery Insights, Economic Intelligence, Small Business Revenue Metrics, Mobility Metrics, Consumer Spending Metrics, and/or Small Business Revenue Metrics either alone or in connection with the Data & Insights SaaS Services is governed by this Data & Insights Agreement and the Agreement. Client must also comply with the following terms and conditions when using the above mentioned Applications.
2. License Grant for Third-Party Data. Any use of Third-Party Data shall be limited to the Third-Party Data Purpose. Third-Party Data vendors also retain ownership, title and all rights and

interest, including, without limitation, Intellectual Property Rights in and to their own respective software, data, and documentation.

3. Restrictions for Third-Party Data.
    a. Client shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Third-Party Data, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Third-Party Data; (iii) re-identify, reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Third-Party Data, in whole or in part; (iv) remove any proprietary notices from the Third-Party Data; (v) use the Third-Party Data in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable Law; or (vi) make Third-Party Data available to for use or access to anyone other than Client.
    b. Client shall not publicly publish the dashboards that contain the Third-Party Data, but Client may publicly publish visualizations from the aggregate summary data.
    c. Client shall not remove any copyright or other proprietary notice or legend contained or included in Third-Party Data.
    d. Client expressly permits Tyler to share with the Third-Party Data providers Client's name, subscription term dates, applicable costs and fees for the Third-Party Data SKU(s) that Client subscribes to.
    e. Upon termination of the Agreement, or of a subscription that contains Third-Party Data, Client shall remove and destroy all copies of Third-Party Data.
    f. If any Third-Party Data is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing the Agreement; Client will give Tyler prompt notice and otherwise perform the functions required by applicable law.
    g. Client shall not use the Third-Party Data to attempt to identify behavior of a known individual for any reason.
    h. Client acknowledges and agrees that if the Third-Party Data includes SafeGraph data, up to .05% of the data will be salted data or seeds used to fingerprint the data provided to Client.
4. Updates. Tyler may in its sole discretion provide Updates to the Third-Party Data or replace with functionally equivalent.
5. Third-Party Data Warranty. **TYLER DOES NOT WARRANT THE CORRECTNESS, COMPLETENESS, OR CURRENTNESS OF THE THIRD-PARTY DATA OR THAT THE FUNCTIONS PERFORMED BY THE THIRD-PARTY DATA WILL MEET CLIENT'S REQUIREMENTS, THAT THE THIRD-PARTY DATA WILL BE ERROR FREE, OR THAT ALL THIRD-PARTY DATA DEFECTS ARE CORRECTABLE. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, THE THIRD-PARTY DATA IS PROVIDED "AS IS".**

APPENDIX F
EMBEDDED SOFTWARE TERMS

Composite Appendix F is composed of the following documents, which provide the terms of use applicable to the City's use of Embedded Software pursuant to a Third-Party Usage Right:

Appendix F-1 Terms Incorporated via URL

Appendix F-2 DocOrigin Terms

APPENDIX F-1
TERMS INCORPORATED VIA URL

Each of the following Third-Party Usage Rights is incorporated into the Agreement by reference:

1. ThinPrint Terms. The City's use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: https://www.thinprint.com/en/legal-notes/eula/.

2. Twilio Acceptable Use Policy. The City's use of the System includes functionality provided by a Third Party Developer, Twilio, which is subject to the terms of the Twilio Acceptable Use Policy, available at http://www.twilio.com/legal/aup.

APPENDIX F-2
DOCORIGIN TERMS

The City's use of Enterprise Forms subject to the terms set forth in the following document.

ATTENTION: THE SOFTWARE PROVIDED UNDER THIS AGREEMENT IS BEING LICENSED TO YOU BY **ECLIPSE CORPORATION WSL, INC. (Eclipse Corporation)** AND IS NOT BEING SOLD. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING AGREEMENT THAT SPECIFIES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

DocOrigin

SOFTWARE LICENSE

IMPORTANT-READ CAREFULLY: This End-User License Agreement (**"Agreement"** or "**EULA**") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "**You**") and Eclipse Corporation WSL, Inc. referred to in this EULA as Eclipse Corporation, for the DocOrigin software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "**Software**"). The Software also encompasses any software updates, add-on components, web services and/or supplements that may be provided to you or made available to you after the date you obtain the initial copy of the Software to the extent that such items are not accompanied by a separate license agreement or terms of use. If you receive the Software under separate terms from your distributor, those terms will take precedence over any conflicting terms of this EULA.

By installing, copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, access or use the Software; instead, you should remove the Software from all systems and receive a full refund.

IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

1. LICENSE TERMS

1.1 In this Agreement a "**License Key**" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by Eclipse Corporation ,designed to provide unlocked access to the Software and its functionality.

1.2 **Evaluation License.** Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You a limited, royalty-free, non-exclusive, non-transferable license to download and install a copy of the Software from www.docorigin.com on a single machine and use it on a royalty-free basis for no more than 120 days from the date of installation (the "**Evaluation Period**"). You may use the Software during the Evaluation Period solely for the purpose of testing and evaluating it to determine if You wish to obtain a commercial, production license for the Software. This evaluation license grant will automatically end on expiry of the Evaluation Period and you acknowledge and agree that Eclipse Corporation will be under no obligation to renew or extend the Evaluation Period. If you wish to continue using the Software You may, on payment of the applicable fees, upgrade to a full license (as further described in section 1.3 below) on the terms of this Agreement and will be issued with a License Key for the same. If you do not wish to continue to license the Software after expiry of the Evaluation Period, then You agree to comply with the termination obligations set out in section [7.3] of this Agreement. For greater certainty, **a**ny document generated by you under an evaluation license will have a 'spoiler' or watermark on the output document. Documents generated by DocOrigin software that has a valid license key file also installed will not have the 'spoiler' produced. You are not permitted to remove the watermark or 'spoiler' from documents generated using the software under an evaluation license.

1.3 **Development and Testing Licenses.** Development and testing licenses are available for purchase through authorized distributors and resellers of Eclipse Corporation only. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You, a perpetual (subject to termination by Eclipse Corporation due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide

non-sub license able license to download and install a copy of the Software from www.docorigin.com on a single machine and use for development and testing to create collateral deployable to Your production system(s). You are not entitled to use a development and testing license for live production purposes.

1.4 **Production Licenses.** Production licenses are available for purchase through authorized distributors and resellers of Eclipse Corporation only. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You, a perpetual (subject to termination by Eclipse Corporation due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sub license able license to use the Software in accordance with the license type purchased by you as set out on your purchase order as further described below. For greater certainty, unless otherwise agreed in a purchase order concluded with an approved distributor of the Software, and approved by Eclipse Corporation, the default license to the Software is a per-CPU license as described in A. below:

A. **Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer. Virtual Machines ("VM's") are considered as a server. Installing and configuring the software on multiple VM's requires one license per VM server. An enterprise license is available upon request. Pricing varies based on the size of the company.

B. **Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.

C. **Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance, a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.

1.5 **Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.

1.6 **Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.

1.7 **Third-Party Software License Rights**. If a separate license agreement pertaining to an item of third-party software is: delivered to You with the Software, included in the Software download package, or referenced in any material that is provided with the Software, then such separate license agreement shall govern Your use of that item or version of Third-Party Software. Your rights in respect to any third-party software, third-party data, third-party software or other third-party content provided with the Software shall be limited to those rights necessary to operate the Software as permitted by this Agreement. No other rights in the Software or third-party software are granted to You.

2. LICENSE RESTRICTIONS

Any copies of the Software shall include all trademarks, copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy of the Software originally provided to You. You may not remove or alter any copyright, trademark and/or proprietary notices marked on any part of the Software or related documentation and must reproduce all such notices on all authorized copies of the Software and related documentation. You shall not sublicense, distribute or otherwise make the Software available to any third party (including, without limitation, any contractor, franchisee, agent or dealer) without first obtaining the written agreement of (a) Eclipse Corporation to that use, and (b) such third party to comply with this Agreement. You further agree not to (i) rent, lease, sell, sublicense, assign, or otherwise transfer the Software to anyone else; (ii) directly or indirectly use the Software or any information about the Software in the development of any software that is competitive with the Software, or (iii) use the Software to operate or as a part of a time-sharing service, outsourcing service, service bureau, application service provider or managed service provider offering. You further agree not to reverse engineer, decompile, or disassemble the Software.

3. UPDATES, MAINTENANCE AND SUPPORT

3.1 During the validity period of Your License Key, You will be entitled to download the latest version of the Software from the DocOrigin website www.docorigin.com. Use of any updates provided to You shall be governed by the terms and conditions of this Agreement. Eclipse Corporation reserves the right at any time to not release or to discontinue release of any Software and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Software.

3.2 On expiry of your maintenance and support contract, you will have the right to continue using the current version(s) of the Software which you downloaded prior to the date of expiry of your License Key. However, you will need to renew maintenance and support in order to receive a new License Key that will unlock the more current version(s) of the Software. For greater certainty, if you attempt to use an expired License Key to download the latest version of the Software, the Software will revert to being a locked, evaluation copy of that version of the Software.

4. INTELLECTUAL PROPERTY RIGHTS.

This EULA does not grant you any rights in connection with any trademarks or service marks of Eclipse Corporation or DocOrigin. All title and intellectual property rights in and to the Software, the accompanying printed materials, and any copies of the Software are owned by Eclipse Corporation or its suppliers. All title and intellectual property rights in and to the content that is not contained in the Software, but may be accessed through use of the Software, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. If this Software contains documentation that is provided only in electronic form, you may print one copy of such electronic documentation.

5. DISCLAIMER OF WARRANTIES.

TO THE GREATEST EXTENT PERMITTED BY LAW, THE LICENSED SOFTWARE AND TECHNICAL SUPPORT PROVIDED BY ECLIPSE CORPORATION HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT BY ECLIPSE CORPORATION ECLIPSE CORPORATION DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ECLIPSE CORPORATION DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SHALL MEET ANY OR ALL OF YOUR PARTICULAR REQUIREMENTS, THAT THE SOFTWARE WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE CAN BE FOUND OR CORRECTED.

In certain jurisdictions, some or all of the provisions in this Section may not be effective or the applicable law may mandate a more extensive warranty in which case the applicable law will prevail over this Agreement.

6. **INDEMNIFICATION & LIMITATIONS OF LIABILITY.**

6.1 Eclipse Corporation shall defend and/or settle at its expense, any claims, actions, allegations or proceedings against You to the extent arising out of or relating to misappropriation or infringement by the Software of any third party's proprietary or intellectual property right ("**Claims**"), and Eclipse Corporation shall pay all damages finally awarded by a court of competent jurisdiction to such third party against You, or any settlement amounts agreed by Eclipse Corporation; subject to the conditions that, You shall notify Eclipse Corporation promptly of any You Claims, permit Eclipse Corporation to control the defense and settlement of such Claims and assist Eclipse Corporation, at Eclipse Corporation's expense, in defending or settling such Claims. Eclipse Corporation shall not be liable for any settlement amounts entered into by You without Eclipse Corporation's prior written approval. If Eclipse Corporation has reason to believe that it would be subject to an injunction or continuing damages based on the Software, then Eclipse Corporation may (and if Eclipse Corporation or any of its customers or third party software suppliers is subject to an injunction or continuing damages based on the Software), then notwithstanding any other provision in this Agreement, Eclipse Corporation shall be entitled to either modify the Software to make it non-infringing and/or remove the misappropriated material, replace the Software or portion thereof with a service or materials that provide substantially the same functionality or information, or, if neither of the foregoing is commercially practicable, require You to cease using the Software and refund to You (a) a pro rata portion of any one (1) time fees (based on a three (3) year, straight-line depreciation schedule from the date of payment), and (b) any fees that have been pre-paid by You but are unused. The foregoing notwithstanding, Eclipse Corporation shall have no liability for a claim of infringement or misappropriation to the extent caused by (i) the combination of the Software with any other service, software, data or products not provided or approved by Eclipse Corporation; or (ii) the use of any material provided by You or any end users, (iii) any breach by You of this Agreement. THE FOREGOING IS ECLIPSE CORPORATION'S SOLE AND EXCLUSIVE LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ECLIPSE CORPORATION BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, LEGAL EXPENSES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOST OR DAMAGED DATA, LOSS OF COMPUTER TIME, COST OF SUBSTITUTE GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ECLIPSE CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

6.2 THE ENTIRE LIABILITY OF ECLIPSE CORPORATION AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE AND TECHNICAL SUPPORT AND ANY OTHER PRODUCTS OR SERVICES SUPPLIED BY ECLIPSE CORPORATION IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, WILL BE LIMITED IN THE AGGREGATE TO THE AMOUNTS PAID BY YOU FOR THE SOFTWARE, TECHNICAL SUPPORT OR SERVICES GIVING RISE TO THE CLAIM.

6.3 THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER ECLIPSE CORPORATION NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

7. TERM AND TERMINATION

7.1 The term of this Agreement will begin on download of the Software and, in respect of an Evaluation License, shall continue for the Evaluation Period, and in respect of all other license types defined in Section 1, shall continue for as long as You use the Software, unless earlier terminated sooner under this section 7.

7.2 Eclipse Corporation may terminate this Agreement in the event of any breach by You if such breach has not been cured within thirty (30) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to Eclipse Corporation or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to Eclipse Corporation or its distributor.

7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within thirty (30) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to Eclipse Corporation

8. GENERAL PROVISIONS

8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.

8.2 **Severability**. If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.

8.3 **Assignment**. You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation 's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.

8.4 **Governing Law and Venue if You are located in the USA**. This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.5 Governing Law and Venue if You are not located in the USA. This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA . No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.6 **Entire Agreement**. This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

Last Updated: July 22, 2017

RESOLUTION NO. 2024-_____

A RESOLUTION REGARDING PURCHASE OF A CLOUD-BASED SYSTEM TO REPLACE THE CITY'S NAVILINE ENTERPRISE RESOURCE PLANNING SOFTWARE FOR A FIVE-YEAR PERIOD, ALONG WITH ASSOCIATED IMPLEMENTATION AND SUPPORT SERVICES; APPROVING AWARD OF A CONTRACT FOR THAT PURCHASE TO TYLER TECHNOLOGIES INC. FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $12,378,712, ALONG WITH A 15% CONTINGENCY FOR IMPLEMENTATION SERVICES IN THE AMOUNT OF $761,982, FOR A TOTAL APPROVED AMOUNT NOT TO EXCEED $13,140,694; AUTHORIZING EXECUTION OF ANY AGREEMENT, AMENDMENT, OR OTHER DOCUMENT NECESSARY TO EFFECTUATE THAT APPROVAL; AUTHORIZING NON-SUBSTANTIVE REVISIONS OF THE PROPOSED AGREEMENT BY THE CITY ATTORNEY'S OFFICE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to obtain a cloud-based system to replace the City's Naviline Enterprise Resource Planning software, along with associated implementation and support services for the new system for a five-year period (collectively, the "System"); and

WHEREAS, to obtain proposals for the System, the Procurement & Supply Management Department issued RFP No. 8310, 2, dated April 8, 2022 (the "RFP"); and

WHEREAS, five proposals were received in response to the RFP; and

WHEREAS, those proposals were evaluated against the criteria in the RFP by a selection committee composed of City officials and staff from applicable administrative units, including the Building Department, the Department of Technology Services, the Sanitation Department, and the City Development Administration; and

WHEREAS, after three of those proposals were shortlisted, best and final offers were requested, received, and evaluated against the criteria in the RFP; and

WHEREAS, based on evaluation of the best and final offers, the proposal from Tyler Technologies Inc. (the "Developer") was selected; and

WHEREAS, the Developer has met the specifications, terms and conditions of the RFP; and

WHEREAS, negotiations resulted in a proposed agreement between the Developer and the City to provide the System for a total contact amount not to exceed $12,378,712 (the "Agreement"); and

WHEREAS, a 15% contingency for the performance of implementation services under the Agreement has been recommended by the Department of Technology Services, in an amount of $761,982 (the "Contingency"); and

WHEREAS, the Procurement Department, in cooperation with the Department of Technology Services, requests that City Council approve award of the Agreement and the associated Contingency for a total approved amount not to exceed $13,140,694.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of St. Petersburg, Florida, pursuant to City Code sections 2-189(b) and 2-193 and in consideration of the information described in the foregoing recitals, approves award of the Agreement, along with the associated Contingency.

BE IT FURTHER RESOLVED that the Mayor (or his designee) is authorized to execute any agreement or other document necessary to effectuate the approval of City Council set forth above, including the execution of any contract adjustment or other form of amendment to the Agreement necessary to utilize the Contingency.

BE IT FURTHER RESOLVED that the City Attorney's Office is authorized to make non-substantive changes to the proposed Agreement to correct typographical errors and to clarify provisions of this agreement to conform to City Council's direction.

This resolution will become effective immediately upon adoption.

LEGAL: ADMINISTRATION:

Approvals - gcc
Report • Printed on August 12, 2024

Approved

920-04 Naviline Replacement September 5, 2024 - Consent Write-up

Attachments

920-04 Naviline Replacement Septemb
https://stpete1-my.sharepoint.com/:w:/g/perso

920-04 Naviline Replacement, Septemb
https://stpete1-my.sharepoint.com/:w:/g/perso

Final status: Approved

TG **Step 4: Approved by**

Tom Greene 8/12/2024 10:56:23 AM

MG **Step 3: Approved by**

Muslim A. Gadiwalla 8/12/2024 10:43:02 AM

$.20 plus .30% basis points Is it $.20 or $.30? Department of Technology Services, , extra comma Funds have been previously appropriated for the Implementation Services and the first year of Software Support ($8,628,000) If you total implementation costs + travel + software + contingency for year 1 I get 6,897,520 I was under the impression that legal wanted the total costs for the project including the credit card finance charges to go to council in the amount approved. Did that change?

SS **Step 2: Approved by**

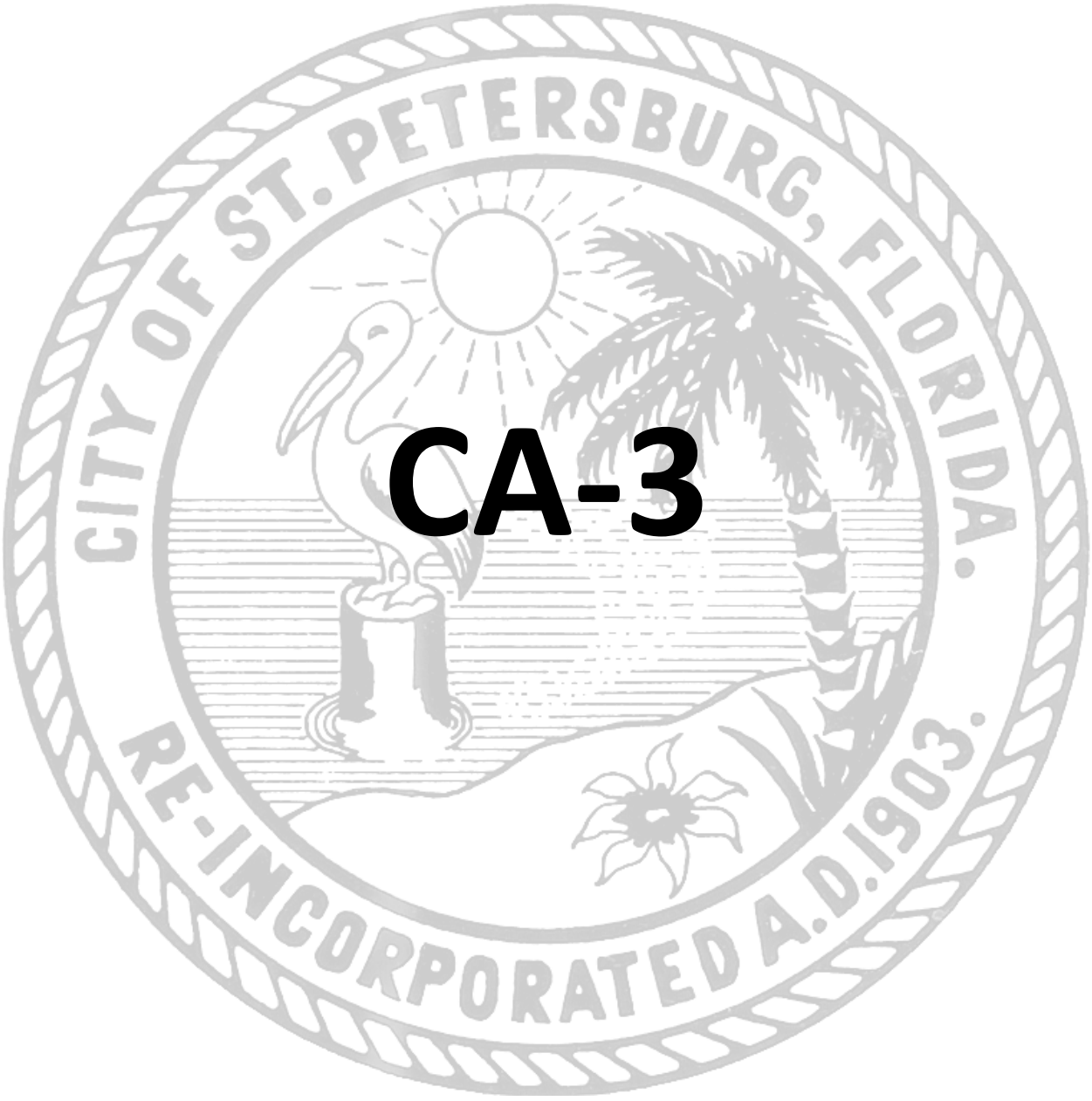
Stephanie N. Swinson 8/9/2024 1:25:50 PM

PP **Step 1: Approved by**

Patricia Pena 8/9/2024 1:24:32 PM

SP **Requested by**
Steven F. Poceous 8/9/2024 1:00:56 PM

The following page(s) contain the backup material for Agenda Item: A resolution authorizing the Mayor or his designee to execute an agreement between the City of St. Petersburg, Florida and the Juvenile Welfare Board of Pinellas County (JWB) for a term of one year that commences on October 1, 2024 and ends on September 30, 2025 and that provides grant funding in the amount of $3,606,975 from JWB for the Teen Arts, Sports and Cultural Opportunities (TASCO) Center Based Teen Programs for FY25; authorizing the Mayor or his designee to execute all other documents necessary to effectuate this transaction; and providing an effective date.
Please scroll down to view the backup material.



CA-3

ST. PETERSBURG CITY COUNCIL
Consent Agenda

Meeting of September 5, 2024

TO: City Council Chair & Members of City Council

SUBJECT: Authorizing the Mayor or his designee to execute an agreement between the Juvenile Welfare Board of Pinellas County ("JWB") and City of St. Petersburg, Florida ("City") the period commencing October 1, 2024 and extending through September 30, 2025 that provides for a grant from JWB in the amount of $3,606,975 for the Teen Arts, Sports and Cultural Opportunities (TASCO) Center Based Teen Programs; authorizing the Mayor or his designee to execute the agreement and all other necessary documents.

EXPLANATION: JWB has awarded its twenty-fourth year of grant funding to the City of St. Petersburg Parks and Recreation Department in the amount of $3,606,975 to provide two program areas. The first area is the Teen Arts, Sports and Cultural Opportunities (TASCO) Center Based Teen Programs which includes the TASCO Summer Teen Camp and the Middle School Before and After School Program. The second area is the Safety Around Water (SAW) which provides swim lessons for youth ages 6-months to 14 years of age. The agreement is for the period from October 1, 2024 to September 30, 2025.

The Summer Teen Camp provides summer teen camp programs at thirteen recreation sites. The program is typically ten weeks long during the school summer break. Center Based Teen Programs provides Middle School Before and After School programs at eleven Recreation Centers. TASCO (Teen Arts, Sports, and Cultural Opportunities) Center-Based Teen Programs reaches out to all middle school youth citywide, without regard to socio-economic level, promoting positive youth leadership within our communities and throughout life. A variety of supervised and structured activities are planned daily to give the teens choices in their activity periods and to set the necessary boundaries during non-school hours. In addition, all programs incorporate a variety of academic enrichment, overlay programs, sports leagues, health and wellness, and hands-on technology programs. The grant also provides funding for the Safety Around Water! (SAW) program which provides 153 swimming lessons for participants that are learning to swim.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute an amendment to the agreement between the Juvenile Welfare Board of Pinellas County ("JWB") and City of St. Petersburg, Florida ("City") for a term of one year that provides for grant funding from JWB in the amount of $3,606,975 for the Teen Arts, Sports and Cultural Opportunities (TASCO) Center Based Teen Programs.

COST/FUNDING/ASSESSMENT INFORMATION: Revenues of approximately $3,606,975 will be received from JWB and deposited into the General Fund (0001). Funds will be available in the General Fund (0001), Parks and Recreation Department, Administration Division (190-1573) after the adoption of the Fiscal Year 2025 Operating Budget by City Council. Funding for future contracts will be provided for in future budgets subject to City Council approval.

ATTACHMENTS: Resolution

APPROVALS:

_____	Lance Stanford
Administration	Budget

RESOLUTION NO. 2024-___

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND THE JUVENILE WELFARE BOARD OF PINELLAS COUNTY (JWB) FOR A TERM OF ONE YEAR THAT COMMENCES ON OCTOBER 1, 2024 AND ENDS ON SEPTEMBER 30, 2025 AND THAT PROVIDES GRANT FUNDING IN THE AMOUNT OF $3,606,975 FROM JWB FOR THE TEEN ARTS, SPORTS AND CULTURAL OPPORTUNITIES (TASCO) CENTER BASED TEEN PROGRAMS FOR FY25; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; 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, Florida ("City") and the Juvenile Welfare Board of Pinellas County ("JWB") desire to enter into an agreement that commences on October 1, 2024 and ends on September 30, 2025 that provides for a grant from JWB in the amount of $3,606,975 for the Teen Arts, Sports, and Cultural Opportunities (TASCO) Center-Based Teen Programs; and

WHEREAS, the funds from the agreement will be available in the General Fund (0001), Parks and Recreation Department, Administration Division (190-1573) after the adoption of the Fiscal Year 2025 Operating Budget by City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute an Agreement between the City of St. Petersburg, Florida and the Juvenile Welfare Board of Pinellas County ("JWB") that commences on October 1, 2024 ends on September 30, 2025 and that provides grant funding the amount of $3,606,975 from JWB for the Teen Arts, Sports and Cultural Opportunities (TASCO) Center Based Teen Programs for FY25.

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

This resolution shall become effective immediately upon its adoption.

LEGAL: DEPARTMENT:

Sharon Michnowicz

00763175

Docusign Envelope ID: 74B36A81-426D-473E-A208-2CFE30182667

Juvenile Welfare Board
Investing in children. Strengthening our community.

PROGRAM CONTRACT/AMENDMENT REVIEW AND APPROVAL FORM

Agency Name:	City of St. Petersburg
Program Name:	TASCO Center Based Teen Programs – OST
Type of Document:	Annual Agreement
Annualized Contract Amount:	$3,606,975
Brief Explanation:	FY25 Annual Agreement

INSTRUCTIONS

1. The contract/amendment referenced above is attached and submitted for review and comment.
2. If you have suggested edits or concerns, please contact Elaine Melkioty at emelkioty@jwbpinellas.org to discuss.
3. Contract/amendment will be routed for signature via DocuSign workflow.
4. Administrative Specialist will archive **review form** and **contract/amendment**.

REVIEWER TITLE	SIGNATURE	DATE
Senior Manager, Program Administration **E. Melkioty**	Elaine Melkioty	8/16/2024 | 3:20 PM EDT
Senior Manager, Performance and Evaluation (if applicable) **M. Seales**	Megan Seales	8/16/2024 | 3:46 PM EDT
Senior Manager, Program Finance (if applicable) **S. Gill**	Stacey Gill	8/16/2024 | 4:01 PM EDT
Chief Program Officer **K. Boggess**	Karen Boggess	8/19/2024 | 8:50 AM EDT
Chief Financial Officer **R. Stivers**	Robbi Stivers	8/19/2024 | 11:12 AM EDT
Chief Evaluation & Innovation Officer **B. Morrison-Rodriguez**	**N/A**	

Docusign Envelope ID: 74B36A81-426D-473E-A208-2CFE30182667

AGREEMENT
Between
THE JUVENILE WELFARE BOARD
And
City of St. Petersburg, Florida
TASCO Center Based Teen Programs-OST

I. PURPOSE

The Juvenile Welfare Board of Pinellas County, hereinafter referred to as "JWB", and City of St. Petersburg, Florida hereinafter referred to as "Provider", enter into this mutual Agreement, including all attachments referred to herein, for the period commencing October 1, 2024 and extending through September 30, 2025. This Agreement does not take effect and JWB has no responsibility for any of its obligations hereunder until this Agreement is executed by all parties to this Agreement.

II. STAFF

Provider agrees to employ staff, at its own expense, to execute services provided in accordance with this Agreement. Such individuals shall not be considered employees of JWB, and are subject to the supervision, personnel practices and policies of the Provider. Unless otherwise approved by JWB, all Provider staff shall meet qualifications as stated in the approved position profile on file at JWB and any approved revisions which are submitted during the term of this Agreement.

III. SERVICES

Provider reaches out to youth in grades fourth through eighth promoting youth leadership. Provider offers academic enrichment, overlay programs, sports leagues and technology programs. Activities are planned with the assistance of a teen council. Every participant has a certified teacher and behavior specialist available to assist with decision making, life choices, homework, tutoring and facilitate learning activities. The program is in alignment with the Provider's vision.

Provider agrees to deliver services as stated in the currently approved program methodology on file at JWB and to accomplish performance measures stated in Attachment 5, as determined by JWB, according to service areas stated in Attachment 2, and pursuant to the General Conditions stated in Section VIII and Special Conditions listed in Attachment 1. Any proposed changes in service delivery must be approved in writing by JWB in advance of making those changes and program methodologies shall subsequently be updated within thirty (30) calendar days of that approval. Costs associated with any unapproved changes in service delivery may not be reimbursed.

IV. FUNDS

The program budget for both JWB and other funds (if any) for accomplishing the above stated services must be approved in the JWB data system or other designated format before payment will commence. JWB agrees to reimburse up to $3,606,975 for services rendered pursuant to this Agreement.

Docusign Envelope ID: 74B36A81-426D-473E-A208-2CFE30182667

V. METHOD OF PAYMENT

1. JWB issues reimbursements in accordance with the schedule listed on Attachment 3. The Provider shall submit an accurate request for payment once a month. Reimbursements shall be made in timely manner on pace throughout the fiscal year in order to allow for a consistent and orderly delivery of services. Reimbursement requests shall be submitted timely and only for amounts actually incurred that should properly be reimbursed per this Agreement within reasonably needed amounts based on the budget and other funding sources. Request for payment must be accompanied by the appropriate documentation as prescribed by JWB.
2. Requests for advance funds may be made, consistent with JWB policy.

VI. TERMINATION

1. It is the intent of JWB to ensure a consistent and orderly delivery of services. It is the further intent of JWB to terminate Agreements in those situations where such action is essential to the protection of its interests and the interests of children and families served by JWB, as determined solely by JWB.
2. In the event funds to finance this Agreement become unavailable, JWB may terminate the Agreement upon no less than twenty-four (24) hours' notice in writing to the Provider. Said notice shall be delivered in person, or by email, regular mail or delivery service.
3. JWB shall endeavor, whenever possible and consistent with its legal obligations and principles of prudent management, to provide sixty (60) calendar days' written notice for termination due to lack of funds. JWB shall be the final authority as to the availability of funds and extension of notice beyond the minimum time herein stated.
4. In addition to the rights as set forth in paragraph VI. 2 above, this Agreement may be terminated by JWB for any reason whatsoever upon twenty-four (24) hours' written notice. Said notice shall be delivered in person, or by email, regular mail or delivery service.
5. Provider shall only be compensated for services performed prior to the termination date. Provider may only terminate this Agreement upon sixty (60) calendar days' written notice to JWB delivered in person, or by email, regular mail or delivery service.
6. The above provisions shall not limit JWB's right to remedies at law or to damages.

VII. COMMENCEMENT OF PAYMENT

Unless specifically authorized by JWB, payment shall not be made for services rendered prior to the effective date of this Agreement.

VIII. GENERAL CONDITIONS

1. Agreement Revisions

This Agreement and its attachments constitute the contractual relationship between the Provider and JWB. If there is any discrepancy between program-related documents, this Agreement preempts all other documents. No amendment to this Agreement or its attachments may be made without the prior written approval of JWB and Provider, except as may be provided in General Condition #4.

2. Fiscal Responsibility

Docusign Envelope ID: 74B36A81-426D-473E-A208-2CFE30182667

a. Non-profit Providers and government entity Providers agree to maintain books, records, and documents in accordance with Generally Accepted Accounting Principles (GAAP) and practices which accurately and appropriately reflect all expenditures of funds listed in the approved budget on file at JWB.
b. For-profit Providers agree to maintain books, records, and documents on an acceptable basis of accounting to include the cash basis of accounting known as Other Comprehensive Basis of Accounting (OCBOA). The method of accounting should be consistent with industry practices which accurately and appropriately reflect all expenditures of funds listed in the approved budget on file at JWB.
c. Provider agrees that all financial records, including personnel and salary information and supporting documentation shall be subject at all times to inspection, review, or audit by JWB personnel or its duly authorized agent.
d. Provider agrees to maintain and file with JWB in a timely fashion reports related to services provided under this Agreement.
e. Provider agrees to retain all financial records, supporting documentation, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, all records shall be retained until resolution of audit findings.
f. Payments during Disaster Recovery: JWB agrees to support funded programs that are unable to provide normal services for a period of at least sixty (60) calendar days after a disaster has been declared, provided the program agrees to comply with requests of JWB. This period may be extended at the discretion of the Board upon recommendation of the Chief Executive Officer. Provider must file insurance and may file FEMA claims or apply for other federal funding and shall reimburse JWB for any amounts received from these sources that have previously been funded by JWB. The Provider shall maintain a Continuity of Operations Plan which shall be available for review by JWB personnel upon request.
g. Provider agrees that salary adjustments for staff that are submitted to JWB for approval in budgets or budget amendments have been reviewed and approved by the Provider in accordance with its fiscal policies and adjustments can be sustained in future fiscal years. JWB shall not reimburse more than two (2) weeks of accrued leave for terminating employees. JWB shall not reimburse expenses not previously approved by JWB.
h. Provider agrees to have a written conflict of interest policy and to obtain appropriate signed statements from its governing board members, officers, and employees on an annual basis.

3. Audit and Management Letter

Non-profit Providers and government entity Providers agree to submit to JWB an independent audit of the financial statements of the entity in its entirety and any accompanying management letter(s) immediately upon receipt by the Provider's board, but within a period not to exceed one hundred and eighty (180) calendar days of the close of the Provider's fiscal year. In addition to the audit, Provider shall submit all auditor communications to the Provider board, including required communications and all adjustments, whether corrected or uncorrected. The audit must be performed by a firm licensed to perform audits in the State of Florida and conducted in accordance with generally accepted auditing standards and standards established by the American Institute of Certified Public Accountants.

Docusign Envelope ID: 74B36A81-426D-473E-A208-2CFE30182667

The Provider's auditor must comply with the Independence Rule and comply with the General Requirements for Performing Nonattest Services and Documentation Requirements When Providing Nonattest Services. Such nonattest services include:
(1) financial statement preparation; (2) cash to accrual conversions; (3) reconciliations; (4) advisory services; (5) appraisal, valuation and actuarial services; (6) benefit plan administration; (7) bookkeeping, payroll and other disbursements including proposed standard, adjusting or correcting journal entries; (8) preparation of depreciation schedules; (9) business risk consulting; (10) corporate finance consulting (11) executive or employee recruiting; (12) forensic accounting; (13) hosting services; (14) information systems design, implementation or integration; (15) internal audit; (16) investment advisory or management; (17) tax services.

The Provider is required to engage an audit firm that follows Government /Non-Profit Audit Standards when conducting the financial audit and that shows evidence of a peer review report completed every three (3) years.

For-profit Providers agree to submit annual financial statements based on industry OCBOA standards prepared by an independent Certified Public Accounting Firm within a period not to exceed one hundred and eighty (180) calendar days of the close of the Provider's fiscal year. The financial statements must be prepared in accordance with applicable Preparation, Compilation and Review Standards.

4. Other Financial Support

a. Provider shall report within ninety (90) calendar days any major changes in non-JWB revenue which would impact targeted service levels in JWB funded programs during the fiscal year.
b. JWB funds shall not be used for expenditures also funded by other sources. JWB funds shall not be used to supplant other sources of revenue.
c. Generally, JWB encourages use of its funds as financial match for securing funds from other sources. However, in such instances, Provider is required to obtain prior written approval to submit an application with JWB committed funds.
d. Revenues earned in a JWB funded program must remain in that program as a condition of funding.
e. Programs charging a fee for services supported by JWB funding must forward a copy of the fee schedule to JWB within thirty (30) calendar days of the effective date of this agreement and upon making changes to the fee schedule.

5. **Program Monitoring and Data Quality**

Provider agrees to submit monitoring, site visit, accreditation, and licensing reports supplied by funding, accreditation, and licensing entities, as applicable, to JWB no more than thirty (30) calendar days following Provider receipt. Provider agrees to submit progress reports and other information in such format and at such times as may be prescribed by JWB (including JWB Databases, JWB Secure Portals, and Provider specific data collection systems), and to cooperate in monitoring activities including, but not limited to, access to sites, staff, fiscal and participant records, logs, participant rights and responsibilities policies, participant handbooks, grievance and complaint procedures, and the provision of related participant and participant rights information. Provider shall maintain and have available for audit inspection participant records for five (5) years post termination of services. Provider agrees to abide by the JWB Board Policy Section IV: JWB Funded Program Monitoring.

Docusign Envelope ID: 74B36A81-426D-473E-A208-2CFE30182667

Provider agrees to provide JWB representatives access, without presence of the Provider supervisor, to staff or program participants during any monitoring with or without advance notice. Youth participants will only be interviewed in group settings or with staff present unless parental consent is obtained.

Provider staff shall adhere to JWB's Data Quality Manual and JWB's Financial Policies and Procedures for Funded Programs, and all staff who have any responsibility (supervisory or direct) for data entry shall be trained within thirty (30) calendar days of hire. The Provider is responsible for maintaining written policies and procedures for providing data to JWB in a timely manner. The Provider is responsible for maintaining user access to JWB's Database, including workflow. The Provider is responsible for reviewing JWB Database and JWB Secure Portal User Access to ensure that all users are active employees with access to appropriate data systems and modules Provider staff who no longer need access to the JWB Database should have their access terminated immediately. The Provider is responsible for implementing appropriate procedures into their data policies to protect data and prevent accidental or malicious disclosure of participant information.

Provider shall notify JWB no less than ninety (90) days prior to implementation of data system(s) used for participant and/or financial information that are used to share data with JWB.

6. Board Members and Training

Provider shall submit to JWB an updated roster of board members to include the start date of all members within thirty (30) calendar days of the effective date of this Agreement and within thirty (30) calendar days of any change to board composition. Board member rosters shall also include the email, physical address, phone number, and place of employment for all board members.

Orientation of new board members shall occur within two (2) months of the member joining the board and evidence of this orientation shall be maintained in Provider files. Training of new board members by an external trainer is required within six (6) months of joining the Provider board. Training must consist of the following topics: nonprofit governance, fiduciary risks, and liabilities. Evidence of training, including an outline of topics covered, the board members in attendance, and who provided the training, shall be available for review by JWB personnel upon request. Providers that are governmental entities, higher education institutions, and hospitals are exempt from this training requirement.

7. Nondiscrimination

Providers receiving funding from JWB shall not discriminate against an employee, volunteer, or participant of the Provider on the basis of race, color, gender, religion, national origin, citizenship, disability, marital status, age, veteran status, sexual orientation, pregnancy, and genetic information, or any other legally protected category except that programs may target services for specific participant groups as defined in the application. Additionally, Providers receiving funds shall demonstrate the standards, policies, and practices necessary to render services in a manner that respects the worth of the individual and protects and preserves the dignity of people of diverse cultures, classes, races, religions, and ethnic backgrounds.

8. Publicizing of JWB Support - Endorsements

Requests for endorsements that require a commitment of JWB resources shall be submitted to JWB for its consideration. However, endorsements which do not require JWB resources may be given to those Providers that support the focus and priorities of the JWB Board, at the discretion of the JWB Chief Executive Officer. JWB's

Docusign Envelope ID: 74B36A81-426D-473E-A208-2CFE30182667

logo must be visible at Provider's administrative and program sites, be featured on the Provider's website, and be present on the following Provider materials as an acknowledgement of support:

- Annual report
- Program brochures and marketing materials
- Program stationery

JWB's logo may not be used on any other publications requiring JWB resources without JWB approval. However, if a publication does not require a monetary commitment or indicate sponsorship, use of the JWB logo may be authorized at the sole discretion of the JWB Chief Executive Officer.

9. Legal Compliance

Provider agrees that it will comply with all applicable laws, rules, and regulations.

10. Assignments and Subcontracts

Provider shall not assign the responsibility of this Agreement to another party nor subcontract for any of the work contemplated under this Agreement, including transportation of participants, without prior written approval of JWB through an approved budget or other written approval on file at JWB. No such approval by JWB of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation by JWB in addition to the total dollar amount stated in this Agreement. JWB shall have the right to require the Provider to replace any Subcontractor found, in the reasonable judgment of JWB, to be unacceptable.

All such assignments or subcontracts shall be subject as applicable to the terms and General Conditions of this Agreement and to any conditions of approval that JWB shall deem necessary. Subcontracts for program service delivery described in the approved program methodology must be reviewed according to the Subcontract Assessment found on the Provider page of the JWB website. The assessment outlines elements that must be included in subcontracts. Subcontracts shall be submitted to JWB within thirty (30) calendar days of the effective date of this Agreement and upon revision, amendment and execution of the subcontract thereafter.

To the extent Provider is permitted by JWB to subcontract any of provider's responsibilities under this agreement, the subcontracting entity or agency shall be obligated to assume all applicable obligations of the Provider under this agreement, including the obligation to preserve and maintain insurance as outlined in General Condition 25. Provider shall have full responsibility for the successful performance and completion of all subcontracted duties under this Agreement to the same extent as if the Provider performed such duties. The Provider shall be the sole point of contact for subcontracts with regard to all matters under this Agreement. Provider is responsible for monitoring subcontracts of JWB funded programs unless otherwise specified in a Special Condition of this Agreement. Documentation of monitoring of subcontracts shall be available for review by JWB personnel upon request.

11. Confidential Information

Provider must follow all laws regarding confidentiality of information including, but not limited to, HIPAA. Provider shall not use or disclose any information which specifically identifies a recipient of services under this Agreement, and shall adopt appropriate procedures for employees' handling of confidential data with the following exceptions: a) such information may be revealed as may be necessary to conform to Fiscal

Docusign Envelope ID: 74B36A81-426D-473E-A208-2CFE30182667

Responsibility and Program Monitoring requirements as stated in the General Conditions of this Agreement; b) such information may be revealed as may be necessary pursuant to applicable federal, state, or local law and related regulations; and c) such information may be revealed with the written consent (authorization) of the recipient, or the recipient's responsible parent or guardian, where authorized by law. Provider is responsible to adopt appropriate policies, notifications, authorizations, and other relevant information that allows for the sharing of confidential information with JWB.

The Provider shall also maintain in participant files a completed copy of a JWB-approved form for authorizing client consent to release information for each participant receiving services. As allowed by law and Provider policy, the Provider shall add JWB to consent forms including HIPAA consent forms to facilitate data sharing and implement the Fiscal Responsibility and Program Monitoring requirements as stated in the General Conditions of this Agreement and advise JWB within two (2) business days if a participant has withdrawn consent to share data and note this withdrawal of consent in the case file. JWB has full discretion as to the use of data and JWB owns all data once transferred to JWB.

Provider shall obtain permission and license for the use of any and all photographs, videotaping, audio recordings, or written interviews/stories of participants, to include use of name, image and other identifiable information in connection with a press release, news story, testimonial, or story that may be viewed by the general public, and that the participant will not receive compensation for participation in the use of this information. For youth under the age of eighteen (18), Providers will obtain the signature of a parent or legal guardian.

In no event should participant identifying information ever be emailed or faxed to JWB.

In the event of an improper disclosure of participant information by Provider, Provider shall inform JWB of the improper disclosure and extent thereof within two (2) business days of becoming aware of the improper disclosure. Provider shall cooperate fully with JWB and take all necessary steps to correct and remedy any damage caused by the Provider's improper disclosure and to prevent future improper disclosure. Provider shall defend, indemnify and hold harmless JWB from any and all damages caused by the improper disclosure of any confidential information as defined by law including, but not limited to, Protected Health Information under HIPAA and any and all costs associated with remedying the disclosure. Provider shall defend, indemnify and hold harmless JWB from any and all damages caused by the improper disclosure as defined by law of any information including but not limited to personally identifiable information (PII) and protected health information (PHI) as required under HIPAA, HITECH and FIPA regulations or other information that is confidential and/or exempt from disclosure per F.S. 119. This provision shall survive the termination of this Agreement.

Likewise, in the event of an improper disclosure of Provider's participant information by JWB, JWB shall inform Provider of the improper disclosure and extent thereof within two (2) business days of becoming aware of the improper disclosure. JWB shall cooperate fully with Provider and take all necessary steps to correct and remedy any damage caused by JWB's improper disclosure and to prevent future improper disclosure. JWB shall defend, indemnify and hold harmless Provider from any and all damages caused by JWB's improper disclosure and any and all costs associated with remedying the disclosure subject to the doctrine of sovereign immunity and limitations set forth in F.S. 768.28.

Docusign Envelope ID: 74B36A81-426D-473E-A208-2CFE30182667

12. Public Records

JWB is a public entity subject to Florida's Public Records Law, which includes provisions relating to records retention, production, and confidentiality. For purposes of this section, Provider is also referred to as Contractor. Provider subcontracts that arise out of this Agreement must apply the entirety of this public records condition to the Subcontractor.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Juvenile Welfare Board of Pinellas County
14155 58th St. No., Ste. 100
Clearwater, FL 33760
(727) 453-5600
publicrecords@jwbpinellas.org

Contractors acting on behalf of JWB must comply with 119.0701 and must:

a. Keep and maintain public records required by JWB to perform the service.
b. Upon request from JWB's custodian of public records, provide JWB 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 in F.S. 119 or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
d. Upon completion of the contract, transfer, at no cost, to JWB all public records in possession of Contractor or keep and maintain public records required by JWB to perform the service. If the Contractor transfers all public records to JWB upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to JWB, upon request from JWB's custodian of public records, in a format that is compatible with the information technology systems of JWB.

In addition, Contractors should be aware that Social Security numbers are confidential and exempt from disclosure (119.071) and personal identifying information of a child or the parent or guardian of the child held by JWB or service provider under contract with JWB is exempt from disclosure (125.901(11)). There are many other exemptions in the law that Provider should be cognizant exist. However, for all Providers, any and all contracts between JWB and Provider, program methodology, budgets, requests for reimbursements, emails, other written correspondence and any other documents exchanged between the Provider and JWB are generally public records and will be disclosed in the sole discretion of JWB and must be retained in accordance with Florida's record retention policy. Providers should not provide any documents to JWB containing Trade Secrets, as defined by

Docusign Envelope ID: 74B36A81-426D-473E-A208-2CFE30182667

Florida statutes, F.S.688.002, or exempt or confidential and exempt information to JWB without specifically marking such document. By submitting any documents or information whatsoever to JWB, Provider agrees that JWB may use and disclose all information and documents submitted for any purpose JWB sees fit and that it is within JWB's sole discretion to determine if any information submitted is exempt from disclosure.

Any Provider who receives a public records request for records pertaining to JWB or services funded by JWB, must advise JWB within two (2) business days of the records request and JWB and Provider will work together to respond to any such request. This provision shall survive termination of this Agreement.

13. Return of Funds

Provider agrees to return to JWB any overpayment due to costs not incurred or costs disallowed pursuant to the terms of this Agreement and such funds shall be considered JWB funds and shall be refunded to JWB in accordance with its instructions. Should Provider fail to return said funds, Provider shall be responsible for all costs and fees of collection incurred by JWB including, but not limited to, attorney fees and court costs including any pre-suit collections fees and costs. This provision survives termination of this Agreement and return of funds for overpayment or disallowance will be required even if the overpayment or disallowance is discovered after this Agreement is terminated.

14. Special Situations and Incidents

Provider agrees to inform JWB within one (1) business day of any circumstances or events which may reasonably be considered to jeopardize its capability to continue to meet its obligations under the terms of this Agreement. Participant incidents are required to be reported for situations that occur only while under the Provider's care and includes anything that may reflect negatively or critically upon JWB.

Certain personnel are mandated by law to report their suspicions of child abuse, neglect, or abandonment to the Florida Abuse Hotline (1-800-96-ABUSE). All concerns regarding suspected abuse, neglect, or abandonment of a child or vulnerable adult by the Provider shall first be reported to the Florida Abuse Hotline and then reported to JWB. Incident reporting does not preclude mandated reporting requirements.

Critical Incidents are defined as follows:

Abduction -An incident in which an individual who does not have care and custody of a child has taken the child. Concerns of child abductions shall immediately be reported to the appropriate law enforcement personnel.

Abuse or Neglect - Reasonable cause to suspect that a child has been harmed or is believed to be threatened with harm while in the Provider's care.

Baker Act - A participant is involuntarily admitted for psychiatric care under Florida law for Baker Act during the course of service delivery regardless if the incident occurred while under Provider's care.

Breach of Information - Sensitive, protected or confidential data has potentially been viewed, stolen or used by an individual unauthorized to do so.

Elopement-When a minor participant leaves a setting without permission or authorization.

Employee Arrest - Employee conduct or activity that results in potential liability to the Provider or JWB, death or harm to a participant, or results in a law violation, including falsification of official records. If an arrest is made for

Docusign Envelope ID: 74B36A81-426D-473E-A208-2CFE30182667

a potentially disqualifying offense under Level 2 background screening requirements, or if the arrest occurred while in the performance of an employee's official duties, the incident should be reported immediately.

Investigation or Lawsuit -Any formal investigation or legal action brought against Provider which relates to the services funded by JWB or which may reasonably be considered to jeopardize its capability to continue to meet its obligations under the terms of this Agreement.

Media Coverage or Public Inquiry - Media coverage or public reaction that may have an impact on the Provider or JWB's ability to protect and serve its participants, or other significant effect on the Provider or JWB.

Participant Death - The death of any participant receiving JWB services, regardless if the death occurred while under Provider's care.

Participant Illness - An illness of a participant requiring a response by Emergency Medical Services AND transport to a medical facility due to the severity of the illness while participant is attending the program.

Participant Injury - A medical condition of a participant requiring a response by Emergency Medical Services AND transport to the hospital due to the severity of the medical condition or injury while the participant is attending the program.

Note in both instances of Participant Illness and Participant Injury the parents may use Emergency Medical Services as transportation to the hospital - if it is *used solely for this purpose an incident report* is *not required. In the event that the participant leaves the program and requires emergency care due to an injury or illness incurred at the program, an incident report should be completed when the program becomes aware.*

Sexual Battery - An allegation of sexual battery involving a participant or employee as evidenced by medical evidence or law enforcement involvement. Sexual battery includes participant on participant incidents, employee, agent or volunteer on participant, and participant on employee, agent or volunteer.

Suicide Attempt - An act which clearly reflects the physical attempt by an active participant to cause his or her own death, which results in bodily injury requiring medical treatment by a licensed health care professional.

In addition, the Provider shall notify JWB immediately upon knowledge of any action or incident involving Provider staff or volunteers that could potentially jeopardize the terms of this Agreement which includes misconduct, malfeasance during working hours, or any conduct that results in the arrest of a staff member or volunteer after hours.

Within one (1) business day of knowledge of any incident, the Provider must submit electronically a completed Incident Report to IRreviewteam@jwbpinellas.org with full details and disposition of the incident, excluding identifying information such as name, date of birth, and address. In the event of a participant death please contact by phone the JWB Chief Program Officer within three (3) hours of knowledge of the incident.

All email communications made or received by JWB members or staff are considered public records and are retained and, upon request, made available to the public and media in accordance with Chapter 119, Florida Statutes.

Docusign Envelope ID: 74B36A81-426D-473E-A208-2CFE30182667

Provider must adhere to the reporting requirements hereunder after the termination of this Agreement if Provider becomes aware of a Critical Incident after the termination of the Agreement if the Critical Incident occurred during the term of the Agreement and/or relates to the services funded by JWB.

15. Provider Staff Membership on Board

Provider agrees that Provider staff shall not serve as voting members of the Provider's governing board.

16. Waiver

JWB reserves the right to waive requirements of this Agreement and General Conditions where warranted by special circumstances. Any waiver shall be in writing and signed by JWB.

17. Provider & Program Data Maintained In 2-1-1 Database

Provider agrees to maintain accurate and up-to-date Provider and program data in the 2-1-1 Tampa Bay Cares database. The Provider will review and update (as necessary) this data at least once annually. The Provider will list data for newly funded program(s) within thirty (30) calendar days of the date that JWB funds the program. This requirement applies to all programs accepting 2-1-1 referrals.

18. Provider Staff Background Checks

All program staff and Provider staff (including employees, independent contractors, and staff of subcontractors), volunteers and those who may have access to youth participants are required to undergo and pass a national Level 2 background check that complies with the standards set forth in F.S. 435. Those individuals must provide written consent to the Provider to have documentation released to JWB which confirms no disqualifying offenses listed in F.S. 435.04. for which they have not received an exemption in accordance with Florida law. All staff and volunteers must continue to qualify to pass a Level 2 screening at all times and must notify their employer if at any time they no longer qualify to pass a Level 2 screening. Proof of Level 2 background clearance, including current executed Affidavits/Attestations of Good Moral Character, must be maintained at all times in the appropriate files and the screening repeated every five (5) years or more often in accordance with law or as requested by JWB. Provider must collect written consent for the release of this information to JWB for purposes of verification. This requirement applies to employees regardless of the funder supporting the position and all volunteers and subcontractors who may have access to youth. Volunteers and subcontractors who assist on an intermittent basis for less than ten (10) hours per month do not have to be screened if a person who meets the screening requirement of this section is always present and has the volunteer and subcontractor within his or her line of sight. The Provider is required to clearly document which volunteers meet the criteria for a Level 2 background screening and Affidavits/Attestations of Good Moral Character, and which are exempt according to the terms of this Agreement. The Provider's policy and practice for background screening must provide for adequate protection and must comply with all applicable laws and implementing regulations including, but not limited to F.S. 435.

The Florida Department of Children and Families provides an exemption process under this statute. JWB does not provide an exemption or waiver process.

Should a Provider not be statutorily authorized to receive a national Level 2 background check in accordance with F.S. 435, the Provider must still comply with the standards set forth in F.S. 435 through VECHS background screening. Only in the event the Provider does not qualify to receive a national Level 2 background check in

Docusign Envelope ID: 74B36A81-426D-473E-A208-2CFE30182667

accordance with F.S. 435 and is not eligible to participate in VECHS, then the Provider must engage a third-party vendor to conduct a national background check and must comply with the standards as set forth in F.S. 435.

Providers using VECHS, or any other third-party vendor which does not allow the release of background screening results to JWB, must sign and provide to JWB an affidavit which ensures compliance with the entirety of this section. This affidavit must be renewed annually by the Provider's Executive Director or equivalent and submitted within thirty (30) calendar days of the effective date of this Agreement and upon change of staff in this position. Provider must also provide a written procedure within thirty (30) calendar days of the effective date of this Agreement which outlines the process by which compliance is ensured with the entirety of this section, including the person responsible for conducting verification between results of VECHS information and the disqualifying offenses according to F.S 435. Personnel and volunteer files shall reflect who verified whether the employee or volunteer candidate passed the background screening according to F.S. 435.04.

Provider agrees to submit to monitoring of personnel and volunteer files and other required documents to ensure compliance with this section. Monitoring will include, but not be limited to, review of training logs, position descriptions, applications, resumes, salary information, Affidavits/Attestations of Good Moral Character, the results of background screenings and Provider verification of staff credentials. Consents executed by employees and volunteers to release Affidavits/Attestations of Good Moral Character and background screening results, if permitted by law, will be provided to JWB for review. Providers shall not release Protected Health Information to JWB and Providers shall keep this information separate from personnel and volunteer files. Parental consent for JWB monitoring activities must be evident in the personnel and volunteer files of minors.

19. Human Trafficking Affidavit

In accordance with F.S. 787.06(13), nongovernmental entity Providers must submit an affidavit under penalty of perjury in a form approved by JWB and executed by an officer or a representative of Provider attesting that Provider does not use coercion for labor or services as that term is defined in F.S. 787.06.

20. Link to JWB's Website

Provider website shall include the JWB logo that links to the JWB website (www.jwbpinellas.org).

21. Drug-Free Workplace

The Provider shall have and enforce a Drug and Alcohol Free Workplace Policy. Policy shall be available for review by JWB personnel upon request.

22. Public Entity Crimes

Per Section 287.133, F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with a public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Docusign Envelope ID: 74B36A81-426D-473E-A208-2CFE30182667

23. JWB Policies and Procedures

Provider agrees to follow all JWB applicable policies and procedures which are located on the JWB website at www.jwbpinellas.org and which are incorporated into this Agreement. Said policies include, but are not limited to, applicable Board policies, funding policies, JWB Financial Policies and Procedures for Funded Programs, security policies, JWB Data Quality Manual, and applicable policies that may be promulgated by JWB within its sole discretion from time to time. JWB reserves the right to change these policies from time to time within its sole discretion. JWB will provide a minimum of thirty (30) calendar days' notice to the Provider and it is the responsibility of the Provider to be in compliance with all applicable policies and procedures at all times.

Provider is encouraged to provide certification of current accreditation by a recognized national accrediting body appropriate to the programming funded by JWB.

Regardless of accreditation, the Provider must meet the highest professional standards established through its specific field.

24. Conflict of Interest

The Provider must have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The Provider further represents that no person having any such interest shall be employed or subcontracted by the Provider during the Agreement term and any extensions.

The Provider shall promptly notify JWB, in person, or by email, regular mail or delivery service, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Providers judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Provider may undertake and request an opinion of the JWB Chief Executive Officer as to whether the association, interest or circumstance would, in the opinion of JWB, constitute a conflict of interest if entered into by the Provider. JWB agrees to notify the Provider of its opinion, in person, or by email, regular mail or delivery service, within thirty (30) days of receipt of notification by the Provider.

25. Insurance Requirements

The Provider will procure, pay for, and maintain, throughout the period of this Agreement, on behalf of the Provider and JWB, the following MINIMUM limits of basic insurance coverage with responsible companies, eligible to do business in the State of Florida, which maintain a rating of A-(VIII) or higher with A.M. Best. Companies not rated by A.M. Best may be used to satisfy this requirement if approved by JWB in writing. If insured by a company that is not rated by A.M. Best, the company must have been successfully operating in the State of Florida for a minimum of five consecutive years and JWB reserves the right to request a copy and review the company's most recent annual report or audited financial statement to determine the financial viability of the organization, including an unencumbered net worth of $25 million or more.

a. **Workers' Compensation**

Such insurance shall comply with Chapter 440, Florida Statutes, as required by law.

b. **Commercial General Liability**

Docusign Envelope ID: 74B36A81-426D-473E-A208-2CFE30182667

General Aggregate	$3,000,000
Products/Completed Operations Aggregate	$3,000,000
Personal and Advertising Injury	$3,000,000
Each Occurrence	$3,000,000

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

JWB and JWB's Board members, employees, volunteers, and agents shall be included as an "Additional Insured" on the Commercial General Liability coverage a form no more restrictive than ISO form CG 20 10 (Additional Insured - Owners, Lessees, or Provider).

c. **Automobile** Such insurance shall cover all owned, hired and non-owned vehicles operated by, or on behalf of, the Provider.

Combined single limit - (Vehicles transporting JWB Participants)
$5,000,000

Combined single limit - (All other vehicles used in the performance of work under this Agreement)
$500,000

[The determination of which of the Provider's vehicles will be subject to the limit stated above for "Vehicles transporting JWB Participants" and will be based upon the responses given by the Provider in the most recent JWB Insurance Survey.]

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in the performance of the work under this Agreement.

Providers that transport JWB Participants will be required to insure any vehicle used for such Participant transportation in the amount shown in the Participant Transportation section of the Automobile Insurance Requirements matrix. Such amount shall be determined by JWB based upon the maximum number of passengers per vehicle (including driver) in the vehicle being utilized. All other Provider vehicles are required to be insured in the amount shown in the matrix which corresponds to the rest of the Providers operations, excluding participant transportation.

Providers that hire participant transportation services, excluding ride share and taxi services, shall be required to maintain verification of transportation vendor's automobile liability insurance limits in the same

Docusign Envelope ID: 74B36A81-426D-473E-A208-2CFE30182667

amount that the Provider would be required to maintain if Provider were providing the transportation services directly. Such amount shall be determined by JWB based upon the maximum number of passengers per vehicle (including driver) in the vehicle being utilized. The applicable limits can be found on JWB's website.

d. **Professional Liability**

Each Claim	$1,000,000
Annual Aggregate	$1,000,000

Such insurance shall be on a form acceptable to JWB and shall cover Provider for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the Agreement including any hold harmless and/or indemnification agreement.

If the Professional Liability is provided on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required.

e. **Cyber Liability**

Each Claim	$500,000
Annual Aggregate	$500,000

The Cyber Liability insurance shall be on a form acceptable to JWB and shall cover Security & Privacy Liability and Breach Response Coverage, including Notification Expenses.

If the Cyber Liability is provided on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required.

The required Cyber Liability coverage may be included as part of the Professional Liability coverage and limits required above.

f. **Abuse and Molestation Liability**

Each Claim	$1,000,000
Annual Aggregate	$1,000,000

Such insurance shall be on a form acceptable to JWB and shall cover Provider and its employees for liability arising out of any occurrence of abuse or molestation in relation to the work provided by Provider under the Agreement.

Docusign Envelope ID: 74B36A81-426D-473E-A208-2CFE30182667

If the Abuse and Molestation coverage is provided on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required.

g. **Crime Insurance**

Such insurance shall be on a form acceptable to JWB and shall provide the following coverages in the following amounts:

Employee Dishonesty:	$300,000
Forgery or Alteration:	$300,000
Robbery (on or off premises):	$300,000
Computer Fraud:	$300,000
Funds Transfer Fraud:	$300,000

h. **Watercraft Liability**

To the extent watercraft are utilized, Provider shall purchase and maintain insurance which shall, at a minimum, cover Provider for injuries or damage arising out of the use of all owned, non-owned, and hired watercraft.

The insurance shall include JWB and JWB's Board members, employees, volunteers, and agents as additional insureds.

The limits applicable to watercraft liability shall be:

Each Occurrence/Annual Aggregate	*NIA*

i. **Pollution Legal Liability**

Such insurance shall cover Provider for liability resulting from pollution or other environmental impairment arising out of, or in connection with, work performed under this Agreement, or which arises out of, or in connection with this Agreement, including coverage for cleanup of pollution conditions and third-party bodily injury and property damage claims arising from pollution conditions. Such insurance shall also include transportation coverage and non-owned disposal site coverage.

Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Claim	*NIA*

Docusign Envelope ID: 74B36A81-426D-473E-A208-2CFE30182667

Annual Aggregate	*NIA*

JWB and JWB's Board members, employees, volunteers, and agents shall be included as an "Additional Insureds" on the policy.

j. **Drone Liability**

Each Claim	*NIA*
Annual Aggregate	*NIA*

Provider shall maintain liability coverage for both bodily injury and property damage naming "JWB and JWB's Board members, employees, volunteers, and agents" as additional insureds on a primary and non-contributory basis.

k. **Excess or Umbrella Insurance**

All required limits of insurance may be satisfied by the use of any combination of primary and excess/umbrella liability insurance coverages. All Certificates of Insurance for umbrella and excess liability policies should clearly indicate which underlying policies such excess or umbrella liability policies are applicable to on an excess basis.

l. **Evidence of Insurance**

Provider shall not commence work until the required insurance is in force and evidence of insurance meeting all of the requirements set forth herein has been provided to JWB.

JWB at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the Provider hereby agrees to provide same. An appropriate Certificate of Insurance signed by an authorized representative of the insurer shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance signed by an authorized representative of the insurer, and copies of the actual additional insured endorsement(s) as issued on the policy(ies), shall be satisfactory evidence of such insurance.

Until such insurance is no longer required by this Agreement, Provider shall provide JWB with renewal or replacement evidence of insurance at least fifteen (15) calendar days prior to the expiration or termination of such insurance.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to JWB, if requested by JWB, Provider shall, within thirty (30) calendar days after receipt of a written request from JWB, provide JWB with a certified copy(ies) of the policy(ies) providing the coverage required herein. Provider may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required herein.

m. **Notice of Cancellation**

Docusign Envelope ID: 74B36A81-426D-473E-A208-2CFE30182667

All required policies must be endorsed to provide JWB with thirty (30) calendar days' prior notice of cancellation.

n. **Primary and Non-Contributory**

The insurance provided by the Provider shall apply on a primary basis to and shall not require contribution from, any insurance maintained by JWB. Any insurance or self-insurance maintained by JWB shall be in excess of, and shall not contribute with, the insurance provided by Provider.

o. **Self-Insurance**

Notwithstanding any provision in this agreement to the contrary, and only with the prior written approval of JWB, the specified insurance requirements may be satisfied by a certification of a valid program of self-insurance established and maintained in accordance with all applicable Florida laws and regulations.

p. **Non-Waiver/Remedies**

Compliance with these insurance requirements shall not limit the liability of Provider, its subcontractors, sub-subcontractors, employees or agents. Any remedy provided to JWB or JWB's Board members, employees, volunteers, and agents by the insurance provided by Provider shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Provider) available to JWB under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Provider shall relieve Provider from the responsibility to provide insurance as required by this Agreement.

Provider shall provide JWB with renewal or replacement evidence of insurance at least fifteen (15) calendar days prior to the expiration or termination of such insurance. If Provider cannot meet this timeline, notification must be made to the assigned JWB Program Consultant and maintain communication until such time as evidence of insurance can be submitted to JWB.

26. Indemnification

Provider shall defend, indemnify, and hold harmless JWB, its agents, and employees from and against any and all liabilities, claims, judgments, or actions including, but not limited to, attorney's fees and all costs that may hereafter at any time be made or brought by any person or entity on account of any claim including but not limited to, personal injury, property damage, loss of monies, civil rights violation, or discrimination allegedly caused in whole or part by any act or omission, including but not limited to, breach of contract, negligent act, wrongful act, intentional act, omission, and any acts of fraud or defalcation, of the Provider, its agents, employees, or subcontractors, arising out of or relating to its performance of this Agreement or for Provider's improper disclosure of confidential and/or exempt information, or failure to comply with F.S. 119 or any other applicable law, rule or regulation. In no event will the Provider be liable for or have any obligation to defend JWB against such liability, claims, judgments, or actions, including costs and attorney's fees, arising out of the sole negligent acts of JWB. This provision survives termination of the Agreement.

27. Certification that Provider is legally able to contract with JWB

In compliance with F.S. 287.135(2)(a), a Provider is ineligible to and may not enter into a contract with JWB if the

Docusign Envelope ID: 74B36A81-426D-473E-A208-2CFE30182667

Provider is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or is engaged in a boycott of Israel. In compliance with F.S. 287.135(2)(b), for contracts of $1 million or more, a Provider is ineligible to and may not enter into a contract with JWB if the Provider (1) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, created pursuant to s. 215.473 or, (2) is engaged in business operations in Cuba or Syria. By entering into this Agreement, you are certifying that you are eligible to contract with JWB and are not participating in a boycott of Israel, are not on the Scrutinized Companies with Activities in Sudan List, are not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that you do not have business operations in Cuba or Syria. In addition, this Agreement may be terminated if Provider (1) has found to have submitted a false certification, (2) has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, (3) has been placed on the Scrutinized Companies with Activities In Sudan List or the Scrutinized Companies with Activities in The Iran Petroleum Energy Sector List; or (4) has been engaged in business operations in Cuba or Syria.

28. E-Verify

In accordance with F. S. 448.095(5), no later than the first date of the term Agreement, Provider must register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after the first date of the term Agreement and during the remainder of the term of this Agreement. Evidence may consist of, but is not limited to, providing notice of your E-Verify number. Instructions on how to provide proof of participation/E-Verify enrollment is on the U.S Department of Homeland Security's E-Verify website.

The statute also applies to subcontractors performing work under this Agreement. The subcontractor must use the E-Verify system for any employees it may hire during the term of this Agreement. The Subcontractors must provide affidavits stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in F. S. § 448.095. Subcontractors are defined in F.S. 448.095 as a person or entity that provides labor, supplies or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration. Provider must maintain copies of all subcontractor affidavits for the duration of the JWB Agreement and these affidavits shall be subject at all times to inspection, review, or audit by JWB personnel or its duly authorized agent.

Notwithstanding any other terms of this Agreement, if JWB has a good faith belief that you have knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States, JWB shall terminate this Agreement. Provider may be liable for all costs associated with JWB securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute, Provider may not be awarded a public contract for a period of one (1) year after the date of termination.

IX. SIGNATURES

Docusign Envelope ID: 74B36A81-426D-473E-A208-2CFE30182667

IX. SIGNATURES

Chief Executive Officer: Juvenile Welfare Board of Pinellas County

Beth A. Houghton

Date

Recreation and Programming Superintendent: City of St. Petersburg

Richard Craft

Date

ATTEST

City Attorney Date

Sharon Michnowicz

APPROVED AS TO FORM AND CONTENT

City Clerk Date

Chandrahasa Srinivasa

Docusign Envelope ID: 74B36A81-426D-473E-A208-2CFE30182667

Attachment 1
Special Conditions of the Agreement

The following condition(s) applies to the Program:
TASCO Center Based Teen Programs-OST

As a condition of JWB funding, the Provider and all facilities are required to maintain licensure by the Pinellas County Licensing Board (PCLB). Facilities not required to be licensed must maintain a Certificate of Substantial Compliance issued by PCLB. Facilities operated during the summer only are considered Summer Day Camps pursuant to PCLB current regulations. Should any Provider or facility's license or certification be revoked, not renewed, or suspended during the time services are being provided hereunder, the Provider must immediately notify JWB within twenty-four (24) hours in writing and said Provider or facility is no longer qualified to provide services to the Recipients under the terms of this Agreement. At all times during this Agreement, Provider and/or facility's license must be considered in Good Standing, which is defined as having no probationary license. If a probationary license is issued, this may result in JWB corrective action. Provider authorizes JWB to speak with PCLB, and any other entity regulating the Provider about anything relevant to Provider's childcare license, history of providing care or anything else deemed relevant by JWB.

Should Provider be a party to any written agreement with the Early Leaming Coalition (ELC) during the term of this Agreement, Provider must advise JWB in writing of the contract. If Provider's contract with ELC is terminated at any time during this Agreement, Provider must, within twenty-four (24) hours, notify JWB in writing and Provider or facility may no longer be qualified to provide the services pursuant to this Agreement. At all times during this Agreement, Provider must be considered in Good Standing with ELC, which is defined as having no contract probation and no outstanding corrective action with ELC. If an ELC contract is in probationary status or terminated, this may result in JWB corrective action. Provider authorizes JWB to speak with ELC and any other entity regulating the Provider about anything relevant to Provider's ELC contract, childcare license, history of providing care or anything else deemed relevant by JWB.

The Provider shall upload a Safety Around Water (SAW) end of the year report to JWB's Secure Portal or the JWB Participant Management System by October 15th. The report shall include aggregate data from the fiscal year including the total number of unduplicated youths served through SAW.

The Provider shall maintain and submit documentation to JWB as evidence that JWB funding does not supplant City of St. Petersburg funding.

The Provider shall upload an end of the year report to JWB's Secure Portal by October 15th. The report shall include aggregate data from the fiscal year and the total number of unique children served in the elementary school program.

Exception to the JWB Data Quality Manual for timely data entry is permitted to better align with the TASCO program model. All data shall be entered no later than 60 days after the participants' first or last date of service.

Docusign Envelope ID: 74B36A81-426D-473E-A208-2CFE30182667

General Condition #10 -Assignments and Subcontracts- The last sentences of paragraph two and of paragraph three in this section are waived: Provider is exempted from submitting Subcontracts and Subcontract monitoring documentation for individual (not incorporated) providers of overlay services and tutoring services if said individuals of those services are not left alone with children. All other terms of General Condition #10 shall remain the same.

General Condition #18 - Provider is waived from personnel file monitoring with JWB wherein the Provider has no non-compliances on PCLB's most recent monitoring report/inspection checklist/complaint investigation in the area of Personnel and at the time of JWB monitoring is in full compliance with all PCLB regulations pertaining to Personnel, including, but not limited to, personnel records and background screening. JWB reserves the right to monitor personnel files at any time, including if a non-compliance is noted during PCLB's monitoring/inspection/investigation and at any time JWB deems necessary. Provider will give JWB staff access to all PCLB monitoring reports/inspection checklist/complaint investigations. All other provisions of the Condition remain.

The second sentence in Section V. Method of Payment that reads as follows: "The Provider shall submit an accurate request for payment once a month." is amended to read: "The Provider shall submit an accurate request for payment at a minimum on at least a quarterly basis."

All vehicles used by the Provider to transport any program participants in a JWB funded program must be equipped with an alarm system approved by the Department of Children and Families and meet the criteria in the Child Care/School Age (CC/SA) Facility Handbook that prompts the driver to inspect the vehicle for the presence of children before exiting the vehicle. Alarms must be installed and maintained according to the manufacturer's recommendations.

The following condition(s) applies to the Provider:
City of St. Petersburg

THIS AGREEMENT is contingent on adoption of the City of St. Petersburg FY25 Budget that includes funding required by this Agreement.

General Condition#ll- Confidential Information- The third and fourth sentences of the fourth paragraph are replaced with: "JWB shall not be responsible for any damages caused by the Provider's improper disclosure of any confidential information as defined by law including, but not limited to personally identifiable information (PII) and protected health information (PHI) as required under HIPAA, HITECH and FIPA regulations or other information that is confidential and/or exempt from disclosure per F.S. 119."

General Conditions #25 - Insurance Requirements are waived wherein the Provider maintains responsibility for the delivery of services. Should the Provider assign or subcontract any of the work contemplated under this Agreement to a non-governmental entity, or to a non-Florida governmental entity, this Insurance Requirements

Docusign Envelope ID: 74B36A81-426D-473E-A208-2CFE30182667

waiver is not applicable to the subcontracted services portion of the contract. Nongovernmental subcontractors and non-Florida governmental subcontractors must demonstrate compliance with the insurance requirements for all subcontracted services performed for Provider for JWB-funded programs. Provider is solely responsible for ensuring subcontractors of the Agreement are in compliance with the minimum insurance requirements as described in General Condition #25.

General Condition #26 - Indemnification is replaced with "The Provider agrees to be fully responsible for all claims arising out of its own acts of negligence or its respective employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages proximately caused thereby; provided, however, that the Provider's liability is subject to the monetary limitations and defenses imposed by section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by the Provider, nor shall anything herein be construed as consent by the Provider to be sued by any third party for any cause or matter arising out of or related to this Agreement except to the extent provided by 768.28, F.S."

General Condition #2f - The last sentence is waived: Provider is not required to submit a Continuity of Operations Plan to JWB.

General Condition #6 - Board Members and Training is waived.

General Condition # 8- Publicizing of JWB Support- Endorsements is waived.

Docusign Envelope ID: 74B36A81-426D-473E-A208-2CFE30182667

Attachment 2
Geographical Service Area

Provider agrees whenever possible to maintain service sites which are accessible by public transportation and convenient to the target participant group. Provider will advise JWB of any changes made in service sites.

The geographical service area for this agreement is as follows:

Program Name	Participants are eligible Countywide	Participants are eligible who reside in the following ZIP codes:	Participants are eligible from the following service areas:
TASCO Center Based Teen Programs-OST	Yes		

Docusign Envelope ID: 74B36A81-426D-473E-A208-2CFE30182667

Attachment 3
Juvenile Welfare Board

*In order to receive payment on ***Reimbursement*** Date,invoices/reimbursement request ***must be submitted*** **to** ***JWB by Close*** **of** ***Business*** **on** ***the Submission Due Date (Wednesday)*** **,** ***to allow for proper*** **review,** ***and approval by JWB staff.***

ACCOUNTS PAYABLE SCHEDULE FY 2025

Pay#	Submission Due Date* (Wednesday)	Reimbursement Date (Friday)
1	10/02/24	10/11/24
2	10/16/24	10/25/24
3	10/30/24	11/08/24
4	11/13/24	11/22/24
5	11/27/24	12/06/24
6	12/11/24	12/20/24
7	12/25/24	01/03/25
8	01/08/25	01/17/25
9	01/22/25	01/31/25
10	02/05/25	02/14/25
11	02/19/25	02/28/25
12	03/05/25	03/14/25
13	03/19/25	03/28/25
14	04/02/25	04/11/25
15	04/16/25	04/25/25
16	04/30/25	05/09/25
17	05/14/25	05/23/25
18	05/28/25	06/06/25
19	06/11/25	06/20/25
20	06/25/25	07/04/25
21	07/09/25	07/18/25
22	07/23/25	08/01/25
23	08/06/25	08/15/25
24	08/20/25	08/29/25
25	09/03/25	09/12/25
26	09/17/25	09/26/25
27	10/01/25	10/9/25 *(September business)*
28	10/15/25	10/23/25 *(September business)*

Docusign Envelope ID: 74B36A81-426D-473E-A208-2CFE30182667

Attachment 4

Document Submittal Chart

This chart is intended as a guide. Submittals required in the General and Special Conditions of the Agreement supersede this guide.

Provider Document	Time Frame	Submit To
Approved program methodology	Throughout the period of the Agreement	Agency Specific JWB Secure Portal Site
Most Recent Audit	Immediately upon receipt by the Provider's board or not to exceed 180 days of the close of the Provider's fiscal year	Agency Specific JWB Secure Portal Site
Fee Schedules	Within thirty (30) calendar days of the effective date of this agreement and upon making changes to the fee schedule	Agency Specific JWB Secure Portal Site
Monitoring, Site Visit, Accreditation and Licensing Reports	No more than thirty (30) calendar days following Provider receipt	Agency Specific JWB Secure Portal Site
Notification of Change in Participant and/or Finance Data Base	Within ninety (90) calendar days in advance of any changes	Email to JWB Chief Executive Officer
Board Member List WAIVED	Within thirty (30) calendar days of the effective date of this agreement and approval of any change of board composition	Agency Specific JWB Secure Portal Site
Subcontracts Waived in the case of independent providers of tutoring and overlay providers	Within thirty (30) calendar days of the effective date of this Agreement and upon revision amendment and execu t,' 10n th erea ft er.	Agency Specific JWB Secure Portal Site
Incident Reports	Within one (1) business day of knowledge of any incident	IRreviewteam@jwbpinellas.org

Docusign Envelope ID: 74B36A81-426D-473E-A208-2CFE30182667

Executive Director Affidavit (Providers using VECHS) - Not Applicable	Within thirty (30) calendar days of the effective date of this Agreement and upon change of staff in this position	Agency Specific JWB Secure Portal Site
Procedure for General Condition #18 - Provider Staff Background Checks (Providers using VECHS) -Not Applicable	Within thirty (30) calendar days of the effective date of this Agreement	Agency Specific JWB Secure Portal Site
Insurance Documentation	Throughout the period of the Agreement and with renewal or replacement at least fifteen (15) calendar days prior to the expiration or termination of such insurance.	Agency Specific JWB Secure Portal Site

Documents Available Upon Request

Provider Document	Time Frame
COOP -WAIVED	Available for review by JWB personnel upon request.
Board Training (Outline of topics, members in attendance, and who provided training) WAIVED	Available for review by JWB personnel upon request.
Drug-Free Workplace policy	Available for review by JWB personnel upon request.

Docusign Envelope ID: 74B36A81-426D-473E-A208-2CFE30182667

Attachment 5
City of St. Petersburg, Florida
TASCO Center Based Teen Programs-OST
Performance Measurement
10/1/2024 - 9/30/2025

Outcome Measure

Target Description	Notes
% of youth participants that demonstrate learning gains on the FAST English Language Arts	Learning gains are defined by Pinellas County Schools in accordance with guidelines from the Florida Department of Education. This measure is a baseline measure while sufficient data is collected in order to establish a target.
% of youth participants that demonstrate learning gains on the FAST Mathematics	Learning gains are defined by Pinellas County Schools in accordance with guidelines from the Florida Department of Education. This measure is a baseline measure while sufficient data is collected in order to establish a target.
90% of eligible participants will indicate satisfaction in all applicable domains in the program's OST survey.	The survey assesses participant opinions about satisfaction in the program, including in the domains of program engagement, SEL, leadership, academics, STEAM, and healthy decision making. Eligibility is defined as being enrolled in grades 3 or higher, enrolled before January, and active during the administration period (April). The denominator includes all participants who are eligible, while the numerator counts the number of people, out of those eligible, who took the survey. Applicable domains include program engagement, SEL, academics, and STEAM.
95% of participants will miss less than 10% of school days	This will include both excused and unexcused absences from school. Eligibility: Participants who are enrolled between the months of Aug of the prior FY and May who have at least 30 days of programmatic attendance.
80% of students will have no more than one school suspension.	Measured by the school year for participants in grades 6 or higher, and analyzed by JWB.

Process Measure

Target Description	Notes
95% who achieve 50% or more of their academic goals established at intake.	The intent is to measure participant's success in achieving academic goals that are established at the beginning of the school year or their time in the program.
50% of eligible participants continued in the program for at least two consecutive years.	Eligibility: Any participant who could return to the program. Initially in the program 30 days. Currently in the program 30 days or more. Consecutive years: Served in two fiscal years back to back.
A total of 132 community service activities will be held throughout the fiscal year.	Each site is asked to hold 12 community service activities during the year. There are a total of 11 sites.
70% of eligible participants will attend 70% of program days or more	Eligibility: Participants who attend the program for at least 30 days

DocuSign

Certificate Of Completion

Envelope Id: 74B36A81426D473EA2082CFE30182667 Status: Sent

Subject: FY25 City of St. Petersburg - TASCO Center Based Teen Programs - OST Agreement for Signature

Source Envelope:

Document Pages: 29 Signatures: 5 Envelope Originator:

Certificate Pages: 6 Initials: 0 Desmon Newton

AutoNav: Enabled 14155 58th Street North

EnvelopeId Stamping: Enabled Clearwater, FL 33760

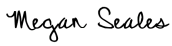
Time Zone: (UTC-05:00) Eastern Time (US & Canada) dnewton@jwbpinellas.org

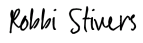
IP Address: 67.9.146.57

Record Tracking

Status: Original Holder: Desmon Newton Location: DocuSign

8/16/2024 2:17:58 PM dnewton@jwbpinellas.org

Signer Events	Signature	Timestamp
Elaine Melkioty emelkioty@jwbpinellas.org Senior Manager, Program Administration JWB - Pinellas Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 35.137.197.201	Sent: 8/16/2024 2:37:49 PM Viewed: 8/16/2024 3:19:58 PM Signed: 8/16/2024 3:20:56 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Megan Seales mseales@jwbpinellas.org Senior Manager, Performance and Evaluation JWB - Pinellas Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 47.205.87.14	Sent: 8/16/2024 3:20:59 PM Viewed: 8/16/2024 3:43:26 PM Signed: 8/16/2024 3:46:18 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Stacey Gill sgill@jwbpinellas.org Sr Program Finance Manager JWB - Pinellas Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 65.35.26.7	Sent: 8/16/2024 3:46:22 PM Viewed: 8/16/2024 4:00:40 PM Signed: 8/16/2024 4:01:47 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Karen Boggess KBoggess@jwbpinellas.org Chief Program Officer Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 136.174.187.5	Sent: 8/16/2024 4:01:49 PM Viewed: 8/19/2024 8:47:53 AM Signed: 8/19/2024 8:50:01 AM
Electronic Record and Signature Disclosure: Accepted: 8/19/2024 8:47:52 AM ID: b43584b4-3b98-437a-8d0f-9c7f792ad8ad		

Signer Events	Signature	Timestamp
Robbi Stivers rstivers@jwbpinellas.org Chief Financial Officer Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 35.145.140.133	Sent: 8/19/2024 8:50:03 AM Viewed: 8/19/2024 11:06:52 AM Signed: 8/19/2024 11:12:11 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Richard Craft Richard.Craft@stpete.org Security Level: Email, Account Authentication (None)		Sent: 8/19/2024 11:12:13 AM Resent: 8/20/2024 10:45:00 AM Viewed: 8/20/2024 11:01:44 AM
Electronic Record and Signature Disclosure: Accepted: 8/20/2024 11:01:44 AM ID: 7e581abe-c14f-493d-9d57-21aeeafe6796		
Sharon Michnowicz Sharon.Michnowicz@stpete.org Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Chandrahasa Srinivasa Chandrahasa.Srinivasa@stpete.org Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Beth Houghton bhoughton@jwbpinellas.org Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 8/20/2024 7:23:37 AM ID: f98f2911-8dc1-47b9-9dd9-8d67cd13c3b6		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Robert Lovelace Robert.Lovelace@stpete.org Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Mallory Petitt mpetitt@jwbpinellas.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Jinghao Lou Jinghao.Lou@stpete.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Melanie Allison Melanie.Allison@stpete.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/16/2024 2:37:49 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Juvenile Welfare Board (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Juvenile Welfare Board:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by phone call: 727-453-5600
To contact us by email send messages to: sphillips@jwbpinellas.org
To contact us by paper mail, please send correspondence to:
Juvenile Welfare Board
14155 58th Street North
Clearwater, FL 33760

To advise Juvenile Welfare Board of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sphillips@jwbpinellas.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Juvenile Welfare Board

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sphillips@jwbpinellas.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Juvenile Welfare Board

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to sphillips@jwbpinellas.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

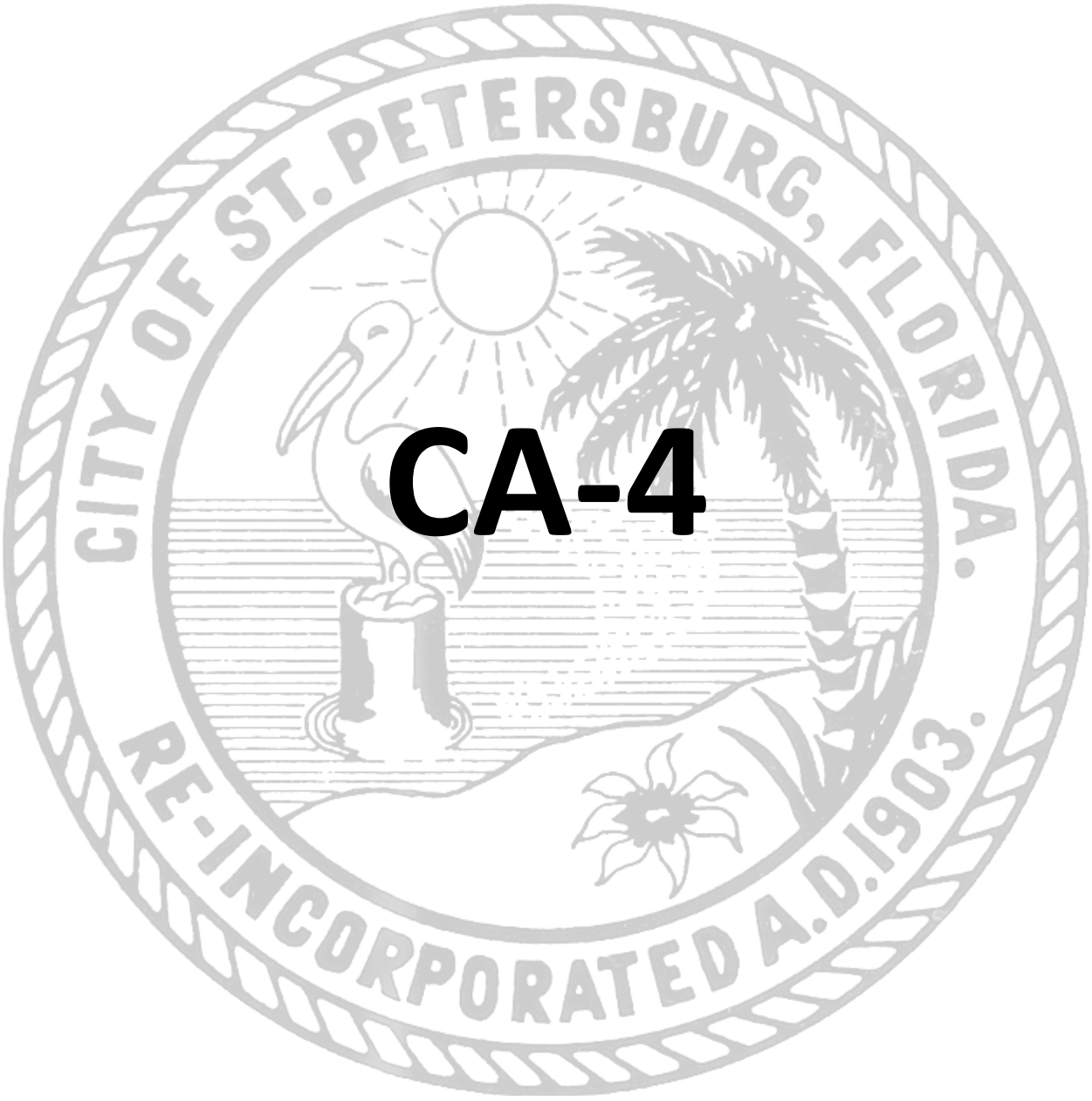
Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Juvenile Welfare Board as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Juvenile Welfare Board during the course of your relationship with Juvenile Welfare Board.

The following page(s) contain the backup material for Agenda Item: Accepting the Guaranteed Maximum Price (“GMP”) proposal dated June 6, 2024 in the amount of $4,276,039 from Ajax Building Company, LLC (“Ajax”) for construction phase services for the Municipal Services Center (“MSC”) HVAC Replacement Project; authorizing the Mayor or his designee to execute the First Amendment to the Construction Manager at Risk (“CMAR”) Agreement with a GMP between the City of St. Petersburg, Florida and Ajax dated June 29, 2023 to incorporate the GMP Proposal into the agreement and modify other necessary provisions; rescinding unencumbered appropriations in the General Capital Improvement Fund (3001) in the amount of $120,388 from the M.O.B. Repairs & Improvements FY20 Project (17242), $205,468 from the M.O.B. Repairs & Improvements FY21 Project (17967), $897,423 from the M.O.B. Repairs & Improvements FY22 Project (18637), $1,724,942 from the M.O.B Repairs & Improvements FY23 Project (19181), and $11,779 from the M.O.B Repairs & Improvements FY24 Project (19833); approving a supplemental appropriation in the amount of $2,960,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above rescissions, to the MSC HVAC Replacement Project (ECID Project No. 23201-019; Oracle No. 19525); to provide funding for the construction phase services identified in the GMP proposal and providing an effective date.
Please scroll down to view the backup material.



CA-4

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of September 5, 2024

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

SUBJECT: Accepting the Guaranteed Maximum Price ("GMP") proposal dated June 6, 2024 in the amount of $4,276,039 from Ajax Building Company, LLC ("Ajax") for construction phase services for the Municipal Services Center ("MSC") HVAC Replacement Project; authorizing the Mayor or his designee to execute the First Amendment to the Construction Manager at Risk ("CMAR") Agreement with a GMP between the City of St. Petersburg, Florida and Ajax dated June 29, 2023 to incorporate the GMP Proposal into the agreement and modify other necessary provisions; rescinding unencumbered appropriations in the General Capital Improvement Fund (3001) in the amount of $120,388 from the M.O.B. Repairs & Improvements FY20 Project (17242), $205,468 from the M.O.B. Repairs & Improvements FY21 Project (17967), $897,423 from the M.O.B. Repairs & Improvements FY22 Project (18637), $1,724,942 from the M.O.B Repairs & Improvements FY23 Project (19181), and $11,779 from the M.O.B Repairs & Improvements FY24 Project (19833); approving a supplemental appropriation in the amount of $2,960,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above rescissions, to the MSC HVAC Replacement Project (ECID Project No. 23201-019; Oracle No. 19525); to provide funding for the construction phase services identified in the GMP proposal and providing an effective date.

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

On June 29, 2023, the Engineering and Capital Improvements Department ("ECID") administratively approved the AIA Document A133 – 2019 and AIA Document A201-2017 with Ajax Building Company, LLC., for pre-construction services including the review of bid plans, site visits, and bidding services in the amount of $35,754.62.

The work consists of replacement of the original building air handling units, the original outside air units, the two original cooling towers, and the addition of HVAC controls for the complete HVAC system. The work also includes allowances for structural modifications, incidental repair, and replacement of adjacent finishes.

The GMP includes an Owner's Contingency in the amount of $250,000. The work is scheduled to take twenty-eight (28) weeks to complete from Notice to Proceed and will take place during normal operating hours.

The Engineering and Capital Improvements Department recommends for award:

Ajax Building Company LLC ……. $4,276,039

City Code 2-234, Small Business Enterprise Assistance Program, requires a required participation percentage to be assigned to all construction projects of over $50,000. SBE subcontractors were solicited and selected to perform the work.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to accept the Guaranteed Maximum Price ("GMP") proposal dated June 6, 2024 in the amount of $4,276,039 from Ajax Building Company, LLC ("Ajax") for construction phase services for the Municipal Services Center ("MSC") HVAC Replacement Project; authorizing the Mayor or his designee to execute the First Amendment to the Construction Manager at Risk ("CMAR") Agreement with a GMP between the City of St. Petersburg, Florida and Ajax dated June 29, 2023 to incorporate the GMP Proposal into the agreement and modify other necessary provisions; rescinding unencumbered appropriations in the General Capital Improvement Fund (3001) in the amount of $120,388 from the M.O.B. Repairs & Improvements FY20 Project (17242), $205,468 from the M.O.B. Repairs & Improvements FY21 Project (17967), $897,423 from the M.O.B. Repairs & Improvements FY22 Project (18637), $1,724,942 from the M.O.B Repairs & Improvements FY23 Project (19181), and $11,779 from the M.O.B Repairs & Improvements FY24 Project (19833); approving a supplemental appropriation in the amount of $2,960,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above rescissions, to the MSC HVAC Replacement Project (ECID Project No. 23201-019; Oracle No. 19525); to provide funding for the construction phase services identified in the GMP proposal and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: A portion of the funding has been previously appropriated in the General Capital Improvement Fund (3001), MSC HVAC Replacement Project (19525). Additional Funding will be available after the approval of rescissions of unencumbered appropriations in the General Capital Improvement Fund (3001) in the amount of $120,388 from the M.O.B. Repairs & Improvements FY20 Project (17242), $205,468 from the M.O.B. Repairs & Improvements FY21 Project (17967), $897,423 from the M.O.B. Repairs & Improvements FY22 Project (18637), $1,724,942 from the M.O.B Repairs & Improvements FY23 Project (19181), and $11,779 from the M.O.B Repairs & Improvements FY24 Project (19833), and a supplemental appropriation in the amount of $2,960,000 from the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above rescissions, to the MSC HVAC Replacement Project (19525).

ATTACHMENTS: GMP Proposal
Resolution

RESOLUTION NO. 2024-____

A RESOLUTION ACCEPTING THE GUARANTEED MAXIMUM PRICE ("GMP") PROPOSAL DATED JUNE 6, 2024 IN THE AMOUNT OF $4,276,039 FROM AJAX BUILDING COMPANY, LLC ("AJAX") FOR CONSTRUCTION PHASE SERVICES FOR THE MUNICIPAL SERVICES CENTER ("MSC") HVAC REPLACEMENT PROJECT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIRST AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK ("CMAR") AGREEMENT WITH A GMP BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND AJAX DATED JUNE 29, 2023 TO INCORPORATE THE GMP PROPOSAL INTO THE AGREEMENT AND MODIFY OTHER NECESSARY PROVISIONS; RESCINDING UNENCUMBERED APPROPRIATIONS IN THE GENERAL CAPITAL IMPROVEMENT FUND (3001) IN THE AMOUNT OF $120,388 FROM THE M.O.B. REPAIRS & IMPROVEMENTS FY20 PROJECT (17242), $205,468 FROM THE M.O.B. REPAIRS & IMPROVEMENTS FY21 PROJECT (17967), $897,423 FROM THE M.O.B. REPAIRS & IMPROVEMENTS FY22 PROJECT (18637), $1,724,942 FROM THE M.O.B REPAIRS & IMPROVEMENTS FY23 PROJECT (19181), AND $11,779 FROM THE M.O.B REPAIRS & IMPROVEMENTS FY24 PROJECT (19833); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $2,960,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THE ABOVE RESCISSIONS, TO THE MSC HVAC REPLACEMENT PROJECT (ECID PROJECT NO. 23201-019; ORACLE NO. 19525) TO PROVIDE FUNDING FOR THE CONSTRUCTION PHASE SERVICES IDENTIFIED IN THE GMP PROPOSAL; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City and Ajax entered into a Construction Manager at Risk Agreement with a GMP on June 29, 2023 ("Agreement") for Ajax to provide preconstruction

services for the Municipal Services Center HVAC Improvements Project/ MSC HVAC Replacement Project ("Project"); and

WHEREAS, Administration authorized payment under the Agreement for preconstruction services in the amount of $35,754.62; and

WHEREAS, in accordance with the requirements set forth in the Agreement, Ajax has submitted to the City for review and acceptance a GMP proposal in the amount of $4,276,039 (which includes a $250,000 Owner's Contingency) for construction phase services for the Project; and

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

WHEREAS, a portion of the funding needed for this Project will be available after approval of (i) a recission of unencumbered appropriations in the General Capital Improvement Fund (3001) in the amount of $120,388 from the M.O.B. Repairs & Improvements FY20 Project (17242), $205,468 from the M.O.B. Repairs & Improvements FY21 Project (17967), $897,423 from the M.O.B. Repairs & Improvements FY22 Project (18637), $1,724,942 from the M.O.B Repairs & Improvements FY23 Project (19181), and $11,779 from the M.O.B Repairs & Improvements FY24 Project (19833); and (ii) a supplemental appropriation in the amount of $2,960,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above rescissions, to the MSC HVAC Replacement Project (ECID Project No. 23201-019; Oracle No. 19525).

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the guaranteed maximum price ("GMP") proposal dated June 6, 2024 in the amount of $4,276,039 from Ajax Building Company, LLC ("Ajax") for construction phase services for the Municipal Services Center ("MSC") HVAC Replacement Project is hereby accepted.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the first amendment to the Construction Manager at Risk ("CMAR") agreement with a GMP between the City of St. Petersburg, Florida and Ajax dated June 29, 2023 to incorporate the GMP proposal into the agreement and modify other necessary provisions.

BE IT FURTHER RESOLVED that unencumbered appropriations in the General Capital Improvement Fund (3001) in the amount of $120,388 from the M.O.B. Repairs & Improvements FY20 Project (17242), $205,468 from the M.O.B. Repairs & Improvements FY21 Project (17967), $897,423 from the M.O.B. Repairs & Improvements FY22 Project (18637), $1,724,942 from the M.O.B Repairs & Improvements FY23 Project (19181), and $11,779 from the M.O.B Repairs & Improvements FY24 Project (19833) are hereby rescinded.

BE IT FURTHER RESOLVED that there is hereby approved from the increase in

the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above recissions, the following supplemental appropriation for FY24 to provide funding for the construction phase services identified in the GMP Proposal:

<u>General Capital Improvement Fund (3001)</u>	
MSC HVAC Replacement Project (19525)	$2,960,000

This Resolution shall become effective immediately upon its adoption.

LEGAL:	DEPARTMENT:	BUDGET:
00762989		

HVAC REPLACEMENT FOR THE MUNICIPAL SERVICES CENTER (MSC) BUILDING

One 4th Street North
St. Petersburg, FL 33701
Ajax Job: 50000184

FINAL GMP REPORT R3

June 6, 2024

DRAFT

109 Commerce Blvd.
Oldsmar, FL 34677

TABLE OF CONTENTS

I. Executive Summary

II. List of Documents

III. Description of Work

A. Clarifications, Qualifications and Assumptions

IV. GMP Cost Summary

A. GMP Cost Narrative
B. GMP Cost Report – Base Bid GMP (CM Summary Report)
C. Allowance Schedule
D. Alternates

V. Site Utilization Plan

A. Site Utilization Plan Narrative
B. Site Utilization Plan

VI. Project Schedule

A. Project Schedule Narrative
B. Project Schedule

DRAFT

EXECUTIVE SUMMARY

Ajax Building Company, LLC is pleased to present this Guaranteed Maximum Price (GMP) Proposal for the HVAC Renovations to the Municipal Services Building for consideration by the City of St. Petersburg. This GMP Proposal will recap the status of the project through the end of the GMP Phase and will provide cost reports, schedule and other project information to be utilized by the project team as the project moves forward. This GMP Proposal, upon acceptance by the City of St. Petersburg, is intended to serve as the basis for an Amendment to the CM Contract, adding the construction phase activities to the current contract.

Project Description

The project consists of the replacement of original air handling units, original outside air units, original cooling towers and the addition of HVAC controls for the complete HVAC system. This work includes allowances as indicated in the Allowance Schedule contained in Sections III and IV of this proposal.

Guaranteed Maximum Price (GMP)

Ajax Building Company, LLC is confident that the GMP costs included herein are representative of the proposed scope of work depicted in the Contract Documents. The work included in the GMP Proposal is based upon the List of Documents included in Section II of this proposal as amended by 1) the Clarifications, Qualifications, and Assumptions, and 2) the Allowance Schedule, contained in Sections III and IV of this proposal.

The Base Bid GMP Proposal for the HVAC Renovations to the Municipal Services Building totals **$4,276,039**. The Base Bid GMP Proposal includes the replacement of original air handling units, original outside air units, original cooling towers and the addition of HVAC controls for the complete HVAC system. This work includes allowances as indicated in the Allowance Schedule contained in Sections III and IV of this proposal.

Project Schedule

The project schedule included within this proposal is based on the information represented in the GMP Documents. The project schedule reflects an overall duration of twenty-eight (28) weeks for the construction phase of the project.

The following contractual dates are incorporated into the CM Contract via this GMP Proposal.

- Substantial Completion — April 14, 2025
- Final Completion — May 12, 2025

The following additional Milestone Dates are anticipated within the project schedule in order to achieve the contractual dates listed above.

- Mobilization / Start of Construction — October 21, 2024
- Install Garage Level AHUs — December 20, 2024
- Mezzanine AHU Replacement — January 9, 2025

In order for construction activities to commence on October 21, 2024 as scheduled, the following contractual activities will need to be completed as indicated.

DRAFT

- Notice to Proceed Issued July 11, 2024
- Submittal Process for HVAC Equipment Complete August 22, 2024
- All Required Permits Issued October 4, 2024

In order to expedite the project start-up activities, the Design Team, the Construction Manager and the Owner will be required to closely coordinate and expedite submittal review/approval, respond to information requests, respond to conflicts/unforeseen conditions, etc.

DRAFT

LIST OF DOCUMENTS

The work included in this GMP Proposal is based upon the List of Documents immediately following this narrative subject to amendments by 1) the Clarifications, Qualifications, and Assumptions, and 2) the Allowance Schedule, contained in Sections III and IV of this proposal.

The List of Documents includes the:

- Contract Drawings
- Project Specifications

DRAFT

CONTRACT DRAWINGS
Entitled HVAC Renovations to the Municipal Services Building dated 03/29/2023

Sheet	Description	Date	Revised	Revised
	Architectural			
	Cover			
GA1.0	General Architectural	3/29/23		
A0.1	Basement Floor Plan	3/29/23		
A1.0	First Floor Plan	3/29/23		
A1.1	Garage Floor Plan	3/29/23		
A1.2	Mezzanine Floor Plan	3/29/23		
A2.0	Second Floor Plan	3/29/23		
A3.0	Third Floor Plan	3/29/23		
A3.1	Third Floor Roof Plan	3/29/23		
A4.0	Fourth Floor Plan	3/29/23		
A5.0	Fifth Floor Plan	3/29/23		
A6.0	Sixth Floor Plan	3/29/23		
A7.0	Seventh Floor Plan	3/29/23		
A8.0	Eighth Floor Plan	3/29/23		
A9.0	Ninth Floor Plan	3/29/23		
A1.0	Tenth Floor Plan	3/29/23		
	Mechanical			
M0.0	Mechanical Symbols Legend	3/29/23		
MD0.1	Mechanical Basement Demolition Plan	3/29/23		
MD1.0	Mechanical Garage Level Demolition Plan	3/29/23		
MD1.1	Mechanical First Floor Demolition Plan	3/29/23		
MD1.2A	Mechanical Mezzanine Level Demolition Plan	3/29/23		
MD1.2B	Mechanical Mezzanine Level Enlarged Demolition Plans	3/29/23		
MD2.0	Mechanical Second Floor Demolition Plan	3/29/23		
MD3.0	Mechanical Third Floor Demolition Plan	3/29/23		

DRAFT

Sheet	Description	Date	Revised	Revised
MD4.0	Mechanical Fourth Floor Demolition Plan	3/29/23		
MD5.0	Mechanical Fifth Floor Demolition Plan	3/29/23		
MD6.0	Mechanical Sixth Floor Demolition Plan	3/29/23		
MD7.0	Mechanical Seventh Floor Demolition Plan	3/29/23		
MD8.0	Mechanical Eighth Floor Demolition Plan	3/29/23		
MD9.0	Mechanical Ninth Floor Demolition Plan	3/29/23		
MD10.0	Mechanical Tenth Floor Demolition Plan	3/29/23		
M1.0	Mechanical First Floor Level Plan	3/29/23		
M1.0A	Mechanical Garage Level Floor Plan	3/29/23		
M1.1	Mechanical First Floor Plan	3/29/23		
M1.2A	Mechanical Mezzanine Level Floor Plan	3/29/23		
M1.2B	Mechanical Mezzanine Level Enlarged Plans	3/29/23		
M2.0	Mechanical Second Floor Plan	3/29/23		
M3.0	Mechanical Third Floor Plan	3/29/23		
M3.1	Mechanical Third Floor Roof Plans	3/29/23		
M4.0	Mechanical Fourth Floor Plan	3/29/23		
M5.0	Mechanical Fifth Floor Plan	3/29/23		
M6.0	Mechanical Sixth Floor Plan	3/29/23		
M7.0	Mechanical Seventh Floor Plan	3/29/23		
M8.0	Mechanical Eighth Floor Plan	3/29/23		
M9.0	Mechanical Ninth Floor Plan	3/29/23		
M10.0	Mechanical Tenth Floor Plan	3/29/23		
M11.1	Mechanical Details	3/29/23		
M11.2	Mechanical Details	3/29/23		
M11.3	Mechanical Details	3/29/23		
M12.1	Mechanical Schedules	3/29/23		
M12.2	Mechanical Schedules	3/29/23		
M13.1	Mechanical Controls	3/29/23		
M13.2	Mechanical Controls	3/29/23		

DRAFT

Sheet	Description	Date	Revised	Revised
M13.3	Mechanical Controls	3/29/23		
M13.4	Mechanical Controls	3/29/23		
M13.5	Mechanical Controls	3/29/23		
	Electrical			
E0.0	Electrical General	3/29/23		
ED0.1	Power Basement Demolition Plans	3/29/23		
ED1.0	Power Garage Level Demolition Plan	3/29/23		
ED1.1	Power First Floor Demolition Plan	3/29/23		
ED1.2	Power Mezzanine Level Demolition Plan	3/29/23		
ED2.0	Power Second Floor Demolition Plan	3/29/23		
ED3.0	Power Third Floor Demolition Plan	3/29/23		
ED4.0	Power Fourth Floor Demolition Plan	3/29/23		
ED5.0	Power Fifth Floor Demolition Plan	3/29/23		
ED6.0	Power Sixth Floor Demolition Plan	3/29/23		
ED7.0	Power Seventh Floor Demolition Plan	3/29/23		
ED8.0	Power Eighth Floor Demolition Plan	3/29/23		
ED9.0	Power Ninth Floor Demolition Plan	3/29/23		
ED10.0	Power Tenth Floor Demolition Plan	3/29/23		
E1.0	Power Garage Level Floor Plans	3/29/23		
E1.1	Power First Floor Plan	3/29/23		
E1.2	Power Mezzanine Level Floor Plan	3/29/23		
E2.0	Power Second Floor Plan	3/29/23		
E3.0	Power Third Floor Plan	3/29/23		
E4.0	Power Fourth Floor Plan	3/29/23		
E5.0	Power Fifth Floor Plan	3/29/23		
E6.0	Power Sixth Floor Plan	3/29/23		
E7.0	Power Seventh Floor Plan	3/29/23		
E8.0	Power Eighth Floor Plan	3/29/23		

DRAFT

Sheet	Description	Date	Revised	Revised
E9.0	Power Ninth Floor Plan	3/29/23		
E10.0	Power Tenth Floor Plan	3/29/23		
	(END OF CONTRACT DRAWINGS)			

DRAFT

PROJECT SPECIFICATIONS
Entitled: HVAC Renovations to the Municipal Services Building dated 03/29/2023

Section	Description	# Pages	Date	Revised
	Table of Contents			
TOC	Table of Contents			
	Division 2 – Existing Conditions			
024119	Selective Demolition	4	3/29/23	
	Division 8 - Openings			
081113	Hollow Metal Frames	7	3/29/23	
083113	Access Doors and Frames	2	3/29/23	
	Division 9 - Finishes			
09 2216	Non-Structural Metal Framing	3	3/29/23	
09 2900	Gypsum Board	5	3/29/23	
09 5113	Acoustical Panel Ceilings	6	3/29/23	
09 9113	Interior Painting	8	3/29/23	
09 9123	Exterior Painting	10	3/29/23	
	Division 23 - Mechanical			
23 05 00	Common Work Results for HVAC	16	3/29/23	
23 05 13	Common Motor Requirements for HVAC Equipment	4	3/29/23	
23 05 23	General Duty Valves for HVAC Piping	8	3/29/23	
23 05 29	Hangers and Supports for HVAC and Equipment	16	3/29/23	
23 05 48	Vibration and Wind Restraint Controls for HVAC Piping and Equipment	6	3/29/23	
23 05 53	Identification for HVAC Piping and Equipment	8	3/29/23	
23 05 93	Testing, Adjusting, and Balancing for HVAC	24	3/29/23	
23 07 00	HVAC Insulation	28	3/29/23	
23 09 00	Instrumentation and Control for HVAC	28	3/29/23	
23 21 13	Hydronic Piping	20	3/29/23	

DRAFT

Section	Description	# Pages	Date	Revised
23 23 00	Refrigerant Piping	14	3/29/23	
23 25 00	HVAC Water Treatment	4	3/29/23	
23 29 23	Variable Frequency Motor Controllers	12	3/29/23	
23 31 13	Metal Ducts	26	3/29/23	
23 33 00	Air Duct Accessories	16	3/29/23	
23 37 13	Diffusers, Registers, and Grilles	4	3/29/23	
23 63 13	Air-Cooled Refrigerant Condensers	8	3/29/23	
23 65 00	Cooling Towers	8	3/29/23	
23 73 13	Modular Indoor Central-Station Air Handling Units	8	3/29/23	
23 81 26	Split System Air Conditioners	6	3/29/23	
	Division 26 – Electrical			
26 05 00	Common Work Results For Electrical	10	3/29/23	
26 05 10	Electrical Demolition for Remodeling	4	3/29/23	
26 05 19	Low-Voltage Electrical Power Conductors and Cables	8	3/29/23	
26 05 26	Grounding and Bonding for Electrical Systems	8	3/29/23	
26 05 29	Hangers and Supports for Electrical Systems	8	3/29/23	
26 05 33	Raceway and Boxes for Electrical Systems	16	3/29/23	
26 05 53	Identification for Electrical Systems	10	3/29/23	
26 28 16	Enclosed Switches and Circuit Breakers	10	3/29/23	
26 29 13	Enclosed Controllers	14	3/29/23	
	(END OF SPECIFICATIONS)			

DRAFT

CLARIFICATIONS, QUALIFICATIONS AND ASSUMPTIONS

Basis of the GMP Proposal

- This GMP Proposal has been prepared based on the following documents:
  - The Contract Drawings entitled "HVAC Renovations to the Municipal Services Building" dated March 29, 2023 as prepared by Renker, Eich, Parks Architects. Refer to Document List included in Section II of this proposal.
  - The Project Specifications entitled "HVAC Renovations to the Municipal Services Building" dated March 29, 2023 as prepared by Renker, Eich, Parks Architects. Refer to Document List included in Section II of this proposal.
  - The Construction Manager's GMP Cost Report dated June 6, 2024.
  - The Construction Manager's Project Schedule dated June 6, 2024.
  - The Bid Packages and Bid Package Addenda issued to bidders by the Construction Manager.
- It is understood that various allowances are included in this GMP Proposal as indicated in Section IV-D of this proposal. It is further understood that the Contract Sum will be adjusted in accordance with the Contract if the cost of the allowance item exceeds the allowance for that item.
- The value of liquidated damages for this project is established as $250 per calendar day.
- These qualifications, clarifications and assumptions are intended to supplement the GMP Cost Report and the GMP Documents, and are intended to inform the Owner and the Design Team of the Construction Manager's interpretation of the scope items which are included or excluded, and which may not be clearly shown or defined by specification, plan, elevation, detail, section, schedule, or schematic.

Scope of the GMP Proposal

- The scope of this GMP Proposal consists of the following:
  - The Construction Manager's general conditions and general requirements for a period of twenty-eight (28) weeks.
    - Base Bid GMP – Includes the following scope of work: The project consists of the replacement of original air handling units, original outside air units, (2) new air cooled towers and the addition of HVAC controls systems for the complete HVAC system. This work includes allowances as indicated in the Allowance Schedule contained in Sections III and IV of this proposal.

Division 01 – General Requirements

- Clarifications, qualifications and assumptions related to Division 01:
  - This GMP Proposal includes the Construction Manager's general conditions and general requirements for a period of twenty-eight (28) weeks.
  - We have included the necessary jobsite supervision, layout, safety supplies, equipment, postage, and jobsite communications.
  - We have not included a jobsite office facility for the Owner, Architect, Engineer, or their representatives.
  - Aerial photographs have not been included.
  - An allowance of **$21,500** is included for building permits. This includes permit fees of **$16,500**, plan review fees of **$3,300** and potential revision fees of **$1,700**.
  - Environmental permits are not included.
  - Tap fees, connection charges, system charges, impact fees, meter fees, or other regulatory requirements/fees are not included as all utilities are being tied into existing utility services.

DRAFT

- Costs related to a threshold inspector are not included.
- Temporary utility services (water, sewer and electric) are not included. It is assumed that all temporary utilities required for the project will be tied into permanent utilities and that these permanent utilities are readily accessible, of adequate size to handle any additional load as required by temporary utilities and that temporary on-site facilities can be located as necessary to prevent the need for any substantial overhead and/or underground temporary utilities.
- The consumption costs associated with temporary water, sewer and electric utilities will be paid for by the Owner through the date of Substantial Completion.
- We have included costs for Scheduling Software, Updates, Maintenance, and Support within the GMP. The charge for this service shall be **$525** and shall be billed as a lump sum amount upon approval of the GMP proposal and issuance of the Notice to Proceed.
- We have included costs for MIS Services related to the project. This includes software updates associated with Ajax Building Company, LLC standard software provided for cost management, computer operating systems, PDF software, word processing applications, and spreadsheet applications. This includes troubleshooting, virus management/remediation, malware/adware management/remediation, updates, and maintenance of these systems. This does not include services related to scheduling, document control, and Project Management Controls, which are provided via other applications noted below. This does not include service provider costs for internet/telephone, initial setup, wiring, or connections. The charge for this service shall be **$1,500** and shall be billed as a lump sum amount upon approval of the GMP proposal and issuance of the Notice to Proceed.
- We have included costs for Document Management and Project Management Controls Services. These services will be provided via a cloud-based platform that will allow direct access to all Construction personnel, including Owners, Architects, and Subcontractors. Services will include the ability to access/manage the information via mobile devices via the internet. Services included will be Plans and Specs Maintenance and distribution, RFI Control, Submittal Control, Punch List Management, Daily Reports, along with other related functions inherent in the platform. The charge for this service shall be **$3,635.28** and shall be billed as a lump sum amount upon approval of the GMP proposal and issuance of the Notice to Proceed.
- We have included costs to host project-related video conferencing and file sharing. These services will be provided via cloud-based platforms. The charge for this service shall be **$1,319.50** and shall be billed as a lump sum amount upon approval of the GMP proposal and issuance of the Notice to Proceed.
- An allowance in the amount of **$535** is included for the reproduction and distribution of Contract Documents for the purpose of construction.
- A site survey is not included.
- The final project cleaning is included.
- Jobsite cleanup, rubbish removal and rubbish disposal are included.
- Performance and Payment Bonds are included.
- Labor burden multiplier is included as a fixed rate of **44%**. This multiplier is to account for all added expenses related to direct labor that are not included as part of OH&P.
- We exclude any local, state, or federal prevailing wage acts or laws that mandate worker classification, prevailing wage rates, or fringe benefits, including the Davis-Bacon Act and other similar acts or laws.
- We have included this project's portion of our Umbrella / General Liability Insurance Policy within the GMP. The charge for this coverage shall be **$37,443** and shall be billed as a lump sum amount upon approval of the GMP proposal and issuance of the Notice to Proceed.
- Costs for procuring Builder's Risk Insurance are included.
  - The standard deductible for this policy is $25,000.
  - The windstorm deductible for this policy is 5% Value at Risk at Time of Loss (VARTOL) / $250,000 minimum.
  - The flood deductible for this policy is 5% VARTOL / $250,000 minimum.

DRAFT

- The earthquake deductible for this policy is $25,000.
- Should a Builder's Risk claim occur, any deductibles or uncovered costs will be treated as a change in scope to be funded via a change order to the Construction Manager's Contract.
- Builder's Risk coverage is limited to the full insurable replacement cost values of the Project as declared at policy inception. Sub- limits, accumulative and non-accumulative, will apply as further defined in the policy declarations.

"Loss of Use" coverage is not included in the Builder's Risk policy. ▫ The Builder's Risk Policy does not cover existing construction or existing building components.

- ▫ We have included Warranty Management for the project within the GMP. The charge for this service to be provided during the warranty period shall be **$1,525.82** and shall be billed as a lump sum amount upon approval of the GMP proposal and issuance of the Notice to Proceed.
- ▫ A Construction Manager's Contingency in the total amount of **$308,634** is included. This contingency is to be utilized by Ajax Building Company, LLC in executing the work described in this GMP Proposal. All contingency usage must be approved in writing by the Owner. Acceptable uses of this contingency are as specified in the Contract (specifically, Section 3.2.4 of the Standard Form of Agreement between Owner and Construction Manager, i.e., Document A133TM-2019).
  - Escalation Contingency: A portion of Contractor Contingency in the amount of **$102,885** is designated specifically to cover costs associated with supply chain impacts to cost and availability of resources from multiple trade bidders, including but not limited to HVAC and Electrical. All escalation usage must be approved in writing by the Owner, which shall not be unreasonably withheld. The purpose of this allowance is to reconcile the buyout after GMP award for costs associated with supply chain impacts subsequent to the buyout reconciliation change order. Specifically, Ajax has been notified of potential supply chain issues affecting both costs and availability of resources from multiple trade bidders, including but not limited to: HVAC and Electrical.
  - ▫ Architectural and/or Engineering Fees are not included.
- ▫ The Construction Manager's Construction Phase Fee is included at the rate of **6%** of the GMP which shall be converted to a lump sum upon acceptance of the GMP.
- ▫ Ajax Building Company, LLC may utilize a subcontractor default insurance program for some subcontractors as an alternative to Subcontractor Bonds. When utilized, the cost for the subcontractor default insurance coverage will be the same cost as the subcontractor's bond cost. Under no circumstances will any insurance or bonds obtained by Ajax Building Company, LLC as set forth herein limit the protections or scope of the public construction bond maintained by Ajax Building Company, LLC as require by the Contract and Section 255.05, Florida Statutes.
- ▫ Should the Owner elect to utilize the Owner Direct Purchase Order process in accordance with the City of St. Petersburg Owner Direct Purchase Policy to save sales tax, the tax for all such purchases will be credited to the Owner through a deductive Change Order. The Direct Purchase order process will follow City of St. Pete guidelines as outlined in the Contract.

<u>Division 02 – Existing Conditions</u>

- Clarifications, qualifications and assumptions related to Division 02:
  - ▫ Abatement and Remediation Work

DRAFT

- We specifically exclude any asbestos abatement, lead paint abatement or removal, PCB abatement or removal, and related surveys, air monitoring, clearances, testing services, etc.

- Demolition / Selective Demolition
  - Demolition work and selective demolition work, as required for the renovations is included in this proposal as an allowance of **$15,000**.
  - All HVAC and Electrical Demolition is included in Divisions 23 and 26.
  - The salvage of any materials, equipment, furniture, etc. is specifically excluded. It is assumed that all salvage operations by the Owner will have already been completed prior to the mobilization of the Construction Manager.

Division 03 – Concrete

- No Scope of Work in this Division

Division 04 – Masonry

- No Scope of Work in this Division

Division 05 – Metals

- Clarifications, qualifications and assumptions related to Division 05:
  - Miscellaneous and Fabricated Metals
    - Steel framing for duct openings @ 2nd Floor is carried as an allowance of **$12,500.**

Division 06 – Wood, Plastics and Composites

- No Scope of Work in this Division

Division 07 – Thermal and Moisture Protection

- Clarifications, qualifications and assumptions related to Division 07:
  - Fire and Smoke Protection
    - Repairs to existing fireproofing is included as an allowance of **$10,000.**

Division 08 – Openings

- Clarifications, qualifications and assumptions related to Division 08:
  - Metal Doors and Frames
    - Removal, storage, and reinstallation of doors is included as required as an allowance of **$8,800.**

Division 09 – Finishes

- Clarifications, qualifications and assumptions related to Division 09:
  - Gypsum Board, Plaster and Stucco Systems
    - Patching and repair of existing drywall is included as an allowance of **$25,000.**
    - Double Door Access Panel per sheet A1.1 is included as an allowance of **$7,500**.
  - Ceilings
    - Removal and reinstallation of acoustical ceilings as necessary is included as an allowance of **$7,500.**

DRAFT

- Paints and Coatings
  - Prep and painting of steel supports is included as an allowance of **$5,000.**
  - Touch-up painting of existing spaces is included as an allowance of **$10,000.**

Division 10 – Specialties

- No Scope of Work in this Division.

Division 11 – Equipment

- No Scope of Work in this Division.

Division 12 – Furnishings

- No Scope of Work in this Division.

Division 13 – Special Construction

- No Scope of Work in this Division.

Division 14 – Conveying Systems

- No Scope of Work in this Division.

Division 21 – Fire Suppression

- Clarifications, qualifications and assumptions related to Division 21:
  - Fire Protection Systems
    - Included an allowance of **$15,000** for relocation of sprinkler piping and heads.

Division 22 – Plumbing

- No Scope of Work in this Division.

Division 23 – HVAC

- Clarifications, qualifications and assumptions related to Division 23:
  - HVAC Work
    - Basic Materials and Methods
      - Includes demolition of existing equipment, piping, duct as required to install new equipment.
      - Includes an Unforeseen HVAC Issues allowance of **$30,000.**
    - Pipe and Fittings
      - Includes all chilled and hot water piping, valves and fittings as required for the new work.
      - Includes draining and filling of the existing system as required to complete this work.
      - Retreating and testing of the chilled and hot water system is not included and is by Owner.
      - This work assumes all existing valves are operational. Any replacement of existing valves will be funded from the Unforeseen HVAC Issues Allowance. Work will be coordinated to minimize down time and draining / filling of the system.

DRAFT

- Cooling Towers
  - Includes removal and replacement of (2) cooling towers.
- Air Handling Units
  - Includes removal and replacement of (3) chilled water air handlers.
  - Includes removal and replacement of (1) DX split system.
- Terminal Heating and Cooling Units
  - Includes removal and replacement of (20) chilled water, outside air blower coil units.
  - **Includes coating on blower coil units.**
- Miscellaneous Mechanical Equipment
  - Includes (5) VFDs.
  - Includes (3) Electric Duct Heaters.
  - Includes (3) Air Monitors.
- Air Distribution and Ductwork
  - Ductwork and insulation included as shown.
- Fans
  - Includes (1) general exhaust fan.
- HVAC Instrumentation and Controls
  - Third party Honeywell controls are included as an allowance of **$540,000.**
- Testing, Adjusting and Balancing
  - Pre-test Testing and Balancing of systems to be replaced is included.
  - Final Testing and Balancing of new systems is included.
- General HVAC Items
  - Includes all condensate drain piping to nearest existing drains.
  - Includes spot coolers per floor phasing AHU/BCU change-outs.
  - Includes temporary cooling towers during tower replacement subject to engineer review and placement plan approval.

Division 26 – Electrical

- Clarifications, qualifications and assumptions related to Division 26:
  - Basic Materials and Methods
    - Includes electrical demolition.
    - Includes disconnecting and safe off of all equipment / circuits as shown.
    - Includes new breakers in existing panels as shown.
    - Includes disconnect switches and fuses for new equipment. Includes installation of VFDs provided by HVAC Subcontractor.
    - Includes new devices and branch wiring as shown.

Division 27 – Communications

- Clarifications, qualification and assumptions related to Division 27
  - Low Voltage Systems
    - Includes an allowance of **$15,000** for relocation and re-install elements that may be needed for new mechanical equipment installations.

Division 28 – Electronic Safety and Security

- Clarifications, qualifications and assumptions related to Division 28:

DRAFT

- Fire Alarm Systems
  - Includes disconnecting and reinstalling existing devices as shown.
  - Includes new devices and wiring as shown.
  - Includes system certification upon completion.

Division 31 – Earthwork

- No Scope of Work in this Division.

Division 32 – Exterior Improvements

- No Scope of Work in this Division.

Division 33 – Utilities

- No Scope of Work in this Division.

General Notes

- General clarifications, qualifications and assumptions related to the GMP Proposal:
  - Electronic, CAD or BIM "As-Builts" are not included. Ajax Building Company, LLC will maintain "As-Built" drawings at the jobsite throughout the construction phase and provide copies to the Architect and Owner at Final Completion.
  - O&M training, manuals or video-training is not included for Owner furnished equipment or items provided by the Owner's vendors.
  - Ajax Building Company, LLC may, with approval of the City which will not be unreasonably withheld, reallocate any funds and/or budgets within the GMP (excluding allowances) as determined necessary in the execution of the CM Contract.
  - Various unforeseen conditions and discrepancies may arise during the construction phase. It is assumed that the Design Team and Owner will assign a staff member(s) that will be readily available to respond and provide timely assistance in resolving all issues that may arise.

END OF CLARIFICATIONS, QUALIFICATIONS AND ASSUMPTIONS TO THE GMP PROPOSAL

DRAFT

COST REPORT NARRATIVE

Ajax Building Company, LLC is confident that the GMP Cost Report included herein is representative of the proposed scope of work depicted in the GMP Documents. The work included in the GMP Proposal is based upon the List of Documents included in Section II of this proposal as amended 1) the Clarifications, Qualifications, and Assumptions, and 2) the Allowance Schedule, contained in Sections III and IV of this proposal.

The Base Bid GMP Proposal for the HVAC Renovations to the Municipal Services Building totals **$4,276,039**. The Base Bid GMP Proposal includes the replacement of original air handling units, original outside air units, original cooling towers and the addition of HVAC controls for the complete HVAC system.

DRAFT

DRAFT

GMP Cost Report:

BASE BID GMP

CM Summary Report

City of St. Petersburg HVAC Replacement for the Municipal Services Center (MSC) Building 6/6/2024

GMP BASE BID					
Estimate Item	**Qty**	**Unit**	**Unit Rate**	**Total Cost**	**Division Total**
Division 1					
General Conditions-Personnel					
General Conditions Labor	1	LS	$ 219,152.00	$ 219,152.00	
					$ 219,152.00
General Requirements					
General Requirements	1	LS	$ 62,502.00	$ 62,502.00	
					$ 62,502.00
Division 1					
Crane MOT Allowance	1	LS	$ 2,500.00	$ 2,500.00	
Building Permit Allowance	1	LS	$ 21,500.00	$ 21,500.00	
					$ 24,000.00
Division 2					
Selective Demolition Allowance	1	Allow	$ 15,000.00	$ 15,000.00	
					$ 15,000.00
Division 5					
Steel Supports @ 2nd Floor Allowance	1	Allow	$ 12,500.00	$ 12,500.00	
					$ 12,500.00
Division 7					
Repair Fireproofing Allowance	1	Allow	$ 10,000.00	$ 10,000.00	
					$ 10,000.00
Division 8					
Remove / Store / Reinstall Doors Allowance	1	Allow	$ 8,800.00	$ 8,800.00	
					$ 8,800.00
Division 9					
Drywall Patching Allowance	1	Allow	$ 25,000.00	$ 25,000.00	
Access Panel Allowance (48"x 60" Double Door)	1	Allow	$ 7,500.00	$ 7,500.00	
Acoustical Ceiling Allowance	1	Allow	$ 7,500.00	$ 7,500.00	
Paint Steel Supports Allowance	1	Allow	$ 5,000.00	$ 5,000.00	
Touch-up Painting Allowance	1	Allow	$ 10,000.00	$ 10,000.00	
					$ 55,000.00
Division 21					
Fire Sprinkler Relocation Allowance	1	LS	$ 15,000.00	$ 15,000.00	
					$ 15,000.00
Division 23					
HVAC					
HVAC - Original Bid (Permit Documents - 3/29/23)	1	LS	**$ 2,226,495.00**	$ 2,226,495.00	
Coating at BCUs	1	LS	**$ 21,400.00**	$ 21,400.00	
Honeywell Controls Allowance	1	LS	**$ 540,000.00**	$ 540,000.00	
Unforeseen Misc. HVAC Issue Allowance	1	Allow	$ 30,000.00	$ 30,000.00	
					$ 2,817,895.00
Division 26					
Electrical					
Electrical & Low Voltage - Subcontract	1	LS	**$ 174,304.84**	$ 174,304.84	
Misc. Low Voltage Allowance	1	Allow	$ 15,000.00	$ 15,000.00	
					$ 189,304.84
Sub Total				$ 3,429,153.84	$ 3,429,153.84
CM Fee (6%)				205,749	
Contractor Contingency (including escalation contingency)				308,634	
General Liability Insurance				37,440	
Builders Risk				17,448	
Performance & Payment Bond				27,625	
Subtotal				4,026,039	
Owner's Contingency				250,000	
GMP Base Estimate Total				4,276,039	

DRAFT

General Conditions Template

Project Area (SQFT)	24,000	**If Area is included in cell C2, the items highlighted in blue are automatically entered into GCs, UNO
Labor Burden Multiplier	0.440	
Sales Tax Multiplier	0.070	

TOTAL COSTS: Labor Totals include Burden / Material Totals Include Tax.

Item Code	Description	Unit	Quantity	Labor	Material	Sub	Equipment	Labor Total	Burden %	Burden	Mat Total	Tax %	Tax	Sub Total	Equip Total	Total Cost
01300.070	Operations Manager (4 hours / week)	WEEK	26	413.46				10,750.00	44%	4,730.00	0.00	7.0%	0.00	0.00	0.00	15,480.00
01300.071	Operations Manager Vehicle Allowance	MO	26		45.00			0.00	44%	0.00	1,170.00	7.0%	81.90	0.00	0.00	1,251.90
01300.090	Senior Project Manager (1/3 Time)	WEEK	28	1,038.46				29,076.92	44%	12,793.85	0.00	7.0%	0.00	0.00	0.00	41,870.77
01300.095	Senior Project Manager Vehicle Allowance	MO	7		320.00			0.00	44%	0.00	2,240.00	7.0%	156.80	0.00	0.00	2,396.80
01300.110	General Superintendent (4 hours / week)	WEEK	26	413.46				10,750.00	44%	4,730.00	0.00	7.0%	0.00	0.00	0.00	15,480.00
01300.111	General Superintendent Vehicle Allowance	MO	26		150.00			0.00	44%	0.00	3,900.00	7.0%	273.00	0.00	0.00	4,173.00
01300.115	Full Time Project Superintendent	WEEK	26	2,500.00				65,000.00	44%	28,600.00	0.00	7.0%	0.00	0.00	0.00	93,600.00
01300.136	Part Time Project Engineer (20 hours / week)	WEEK	26	769.23				20,000.00	44%	8,800.00	0.00	7.0%	0.00	0.00	0.00	28,800.00
01300.155	Project Accountant (4 hours / week)	WEEK	26	180.00				4,680.00	44%	2,059.20	0.00	7.0%	0.00	0.00	0.00	6,739.20
01300.162	Home Office Secretary (8 hours / week)	WEEK	26	250.00				6,500.00	44%	2,860.00	0.00	7.0%	0.00	0.00	0.00	9,360.00
01310.260	Travel Expenses	LS	1		900.00			0.00	44%	0.00	900.00	7.0%	63.00	0.00	0.00	963.00
01320.020	Video Taping	EACH	1				250.00	0.00	44%	0.00	0.00	7.0%	0.00	0.00	250.00	250.00
01320.500	Construction Schedule	MO	7				75.00	0.00	44%	0.00	0.00	7.0%	0.00	0.00	525.00	525.00
01350.110	Project Document Management Software (.1%)	LS	1				3,635.28	0.00	44%	0.00	0.00	7.0%	0.00	0.00	3,635.28	3,635.28
01350.111	GTM/ShareFile	MO	7			188.50		0.00	44%	0.00	0.00	7.0%	0.00	1,319.50	0.00	1,319.50
01350.120	Data Processing	MO	6			250.00		0.00	44%	0.00	0.00	7.0%	0.00	1,500.00	0.00	1,500.00
01420.050	First Aid Supplies	LS	1		175.00			0.00	44%	0.00	175.00	7.0%	12.25	0.00	0.00	187.25
01420.100	Safety Supplies	MO	7		75.00			0.00	44%	0.00	525.00	7.0%	36.75	0.00	0.00	561.75
01420.105	Safety Jobsite Signs	EACH	10	10.00	50.00			100.00	44%	44.00	500.00	7.0%	35.00	0.00	0.00	679.00
01420.120	Safety Director - Inspector (4 hours / Week)	WK	26	153.85				4,000.00	44%	1,760.00	0.00	7.0%	0.00	0.00	0.00	5,760.00
01420.200	Temporary Fire Protection	EA	10	35.00	42.00			350.00	44%	154.00	420.00	7.0%	29.40	0.00	0.00	953.40
01420.300	Water, Ice, & Cups	MO	7		35.00			0.00	44%	0.00	245.00	7.0%	17.15	0.00	0.00	262.15
01500.350	General Purpose Laborer (1 Day a Week)	WEEK	26	200.00				5,200.00	44%	2,288.00	0.00	7.0%	0.00	0.00	0.00	7,488.00
01505.100	Project Office Supplies	MO	6		250.00			0.00	44%	0.00	1,500.00	7.0%	105.00	0.00	0.00	1,605.00
01505.110	Jobsite Postage	MO	7		150.00			0.00	44%	0.00	1,050.00	7.0%	73.50	0.00	0.00	1,123.50
01505.115	Jobsite Office Equipment	MO	7				420.83	0.00	44%	0.00	0.00	7.0%	0.00	0.00	2,945.83	2,945.83
01510.105	Chemical Toilets	MO	6		300.00			0.00	44%	0.00	1,800.00	7.0%	126.00	0.00	0.00	1,926.00
01530.000	Internet Service Charges	MO	7		475.00			0.00	44%	0.00	3,325.00	7.0%	232.75	0.00	0.00	3,557.75
01530.350	Jobsite Communications	MO	7		300.00			0.00	44%	0.00	2,100.00	7.0%	147.00	0.00	0.00	2,247.00
01540.000	Small Tools & Equipment	MO	7				250.00	0.00	44%	0.00	0.00	7.0%	0.00	0.00	1,750.00	1,750.00
01540.400	Superintendent Pick-up Truck	MO	7		700.00			0.00	44%	0.00	4,900.00	7.0%	343.00	0.00	0.00	5,243.00
01540.410	Fuel for Superintendent Pick-up Truck	MO	7		350.00			0.00	44%	0.00	2,450.00	7.0%	171.50	0.00	0.00	2,621.50
01720.010	Purchase Drawings/Reproduction Cost	LS	1		500.00			0.00	44%	0.00	500.00	7.0%	35.00	0.00	0.00	535.00
01740.100	Final Jobsite Clean-up (Work Areas Only)	SQFT	24,000			0.35		0.00	44%	0.00	0.00	7.0%	0.00	8,400.00	0.00	8,400.00
01740.120	Dump Charges (.01 x Area)	CUYD	240		18.25			0.00	44%	0.00	4,380.00	7.0%	306.60	0.00	0.00	4,686.60
01820.400	Video Tape Training	LS	1				250.00	0.00	44%	0.00	0.00	7.0%	0.00	0.00	250.00	250.00
37000.100	Warranty Allocation	LS	1				1,526.82	0.00	44%	0.00	0.00	7.0%	0.00	0.00	1,526.82	1,526.82

281,654.00

GCs 219,151.67
GRs 62,502.33

DRAFT

ALLOWANCE SCHEDULE

The following allowances are included in the GMP Proposal where a clear scope has not been defined by the GMP Documents or where the items require further research. These allowances are inclusive of materials, equipment, taxes, and labor in accordance with section 3.8.2 of the General Conditions of the Contract for Construction (i.e., AIA Document 201™-2017 as modified by the Owner), as amended by the First Amendment. Allowances do not include costs for insurance, bonds, contingency, fee, etc.

Item No.	Description	Allowance Amount
	Division 01 – General Requirements	
	Crane MOT Allowance	$2,500
	Building Permit Allowance	$21,500
	Division 02 – Existing Conditions	
	Selective Demolition Allowance	$15,000
	Division 05 – Metals	
	Steel Support @ 2nd Floor Duct Opening Allowance	$12,500
	Division 07 – Thermal and Moisture Protection	
	Repair Fireproofing Allowance	$10,000
	Division 08 – Openings	
	Remove / Store / Reinstall Doors Allowance	$8,800
	Division 09 – Finishes	
	Drywall Patching Allowance	$25,000
	Access Panel Allowance (48"x 60" Double Door)	$7,500
	Acoustical Ceiling Allowance	$7,500
	Paint Steel Supports Allowance	$5,000
	Touch up Paint Allowance	$10,000

DRAFT

Item No.	Description	Allowance Amount
	Division 21 – Fire Suppression	
	Fire Sprinkler Relocation Allowance	$15,000
	Division 23 – HVAC	
	Honeywell Controls Allowance	$540,000
	Unforeseen Misc. HVAC Issue Allowance	$30,000
	Division 28 – Electronic Safety and Security	
	Misc. Low Voltage Allowance	$15,000

END OF ALLOWANCE SCHEDULE

DRAFT

ALTERNATES NARRATIVE

Within this section we have included pricing for various Alternates for consideration by the City of St. Petersburg. At this time, one of these Alternates is included within the Base Bid GMP Proposal and the other was declined. The following is a summary of the Alternates:

▪ Alternate No. 1 – After Hours Work	Add/~~Deduct~~	$389,191	DECLINED
▪ Alternate No. 2 – Factory Corrosion Coating – BCU's	Add/~~Deduct~~	$21,400	ACCEPTED

Alternate 2 has been added into the Base Bid GMP.

DRAFT

SITE UTILIZATION PLAN NARRATIVE

Construction Entrances

- Primary Construction Entrance: The primary construction entrance will be located at the maintenance entrance of the MSC parking garage.

Debris Removal

- Roll-off containers will be supplied and maintained by Ajax Building Company, LLC for removing construction debris from the project site.
- All roll-off container pulls will be scheduled by Ajax Building Company, LLC's Project Superintendent.
- Unless otherwise dictated by the progress/requirements of the project, Ajax Building Company, LLC will endeavor to perform all roll-off container pulls during business hours.

Crane, Vehicle and Equipment Paths

- Crane, vehicle and equipment paths required for equipment and/or vehicle travel within the project site will be from the Central Avenue as determined appropriate by Ajax Building Company, LLC and the City of St. Petersburg.

On-Site Material Storage

- On-site material storage will be limited to the space utilized by each phase of work.

Temporary Facilities

- Schedule: The project schedule indicates that the mobilization of will commence in January 2024 with the start of mobilization activities.
- Temporary Power:
  - Temporary electrical service for the construction site will be obtained from existing, adjacent electrical devices.
- Temporary Water:
  - Temporary water service for the construction site will be obtained from existing, adjacent water sources.
- Temporary Sanitary Sewer:
  - The temporary sanitary sewer service for the construction site will be obtained supplying portable toilet facilities (port-o-lets).
  - In such cases that portable toilet facilities (port-o-lets) are required, those facilities will be serviced two (2) times per week or as otherwise necessary when they are in use.

Construction Traffic, Parking and Deliveries

- Construction Employees and Personnel: Construction employees and personnel will utilize the MSC parking garage for access and parking. Parking for construction employees and personnel will be in the location(s) of the MSC parking garage the as determined appropriate by Ajax Building Company, LLC and the City of St. Petersburg.
- Construction Deliveries: General construction related deliveries will utilize the North Alley for access to the project site.

DRAFT

Maintenance of Site

- The site will be monitored for trash, debris, and general housekeeping. Cleanup and housekeeping will be performed on a regular basis as necessary to ensure safety and an acceptable appearance.

Emergency Contact Information

- Emergency Contacts: The following is a list of emergency contact numbers for Ajax Building Company, LLC personnel assigned to the project.

Contact Person	Job Title	Contact Number
Jeff Wright	Operations Manager	813-781-4333
TBD	Project Manager	
TBD	Superintendent	

DRAFT

Approvals - gcc
Report • Printed on August 22, 2024

Approved

9/5 Council - Ajax - MSC HVAC Imps - GMP

Attachments

Ajax - MSC HVAC Replacemen
https://stpete1-my.sharepoint.com/:l

Final status: Approved

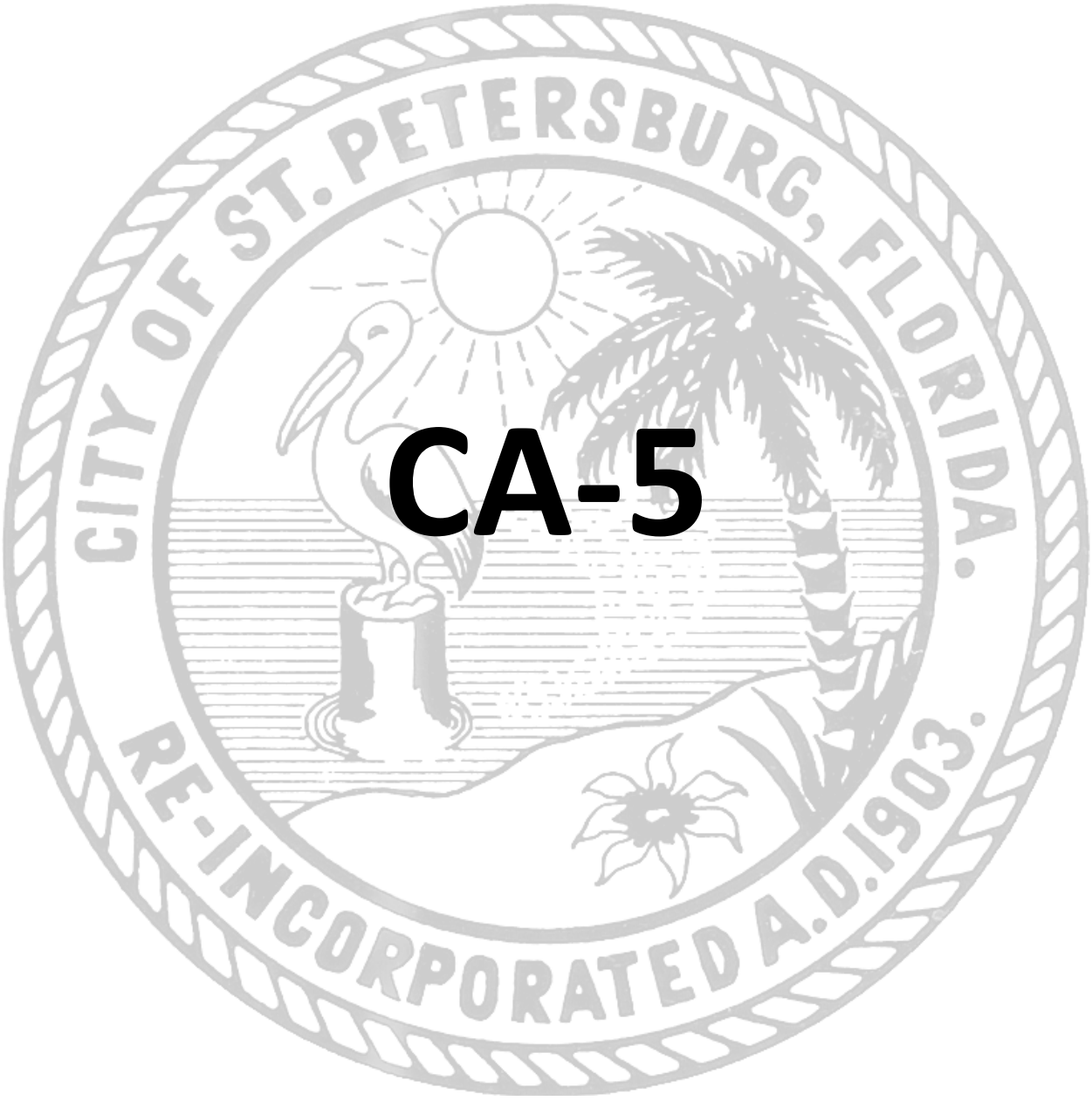
CT **Step 3: Approved by**
Claude Tankersley 8/22/2024 2:18:05 PM

MW **Step 2: Approved by**
Margaret B. Wahl 8/21/2024 2:08:38 PM

BP **Step 1: Approved by**
Brejesh Prayman 8/21/2024 1:56:10 PM

SJ **Requested by**
Sarah B. Johnson 8/21/2024 1:55:33 PM

The following page(s) contain the backup material for Agenda Item: A Resolution accepting the Guaranteed Maximum Price (“GMP”) proposal in the amount of $783,981 from Ajax Building Company, LLC (“Ajax”) for construction phase services for Manhattan Casino Roof Top Units (RTU) Replacement (Manhattan Casino Facility Assessment Project); authorizing the Mayor or his designee to execute the First Amendment to the Construction Manager at Risk (“CMAR”) Agreement with a GMP between the City of St. Petersburg, Florida and CMAR, dated February 28, 2024 to incorporate the GMP Proposal into the agreement and modify other necessary provisions; rescinding an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of $553,000 from the Infrastructure TBD FY24 Project (19776); approving a supplemental appropriation in the amount of $553,000 from the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above rescission, to the Manhattan Casino HVAC FY23 Project (ECID Project No. 22210-019; Oracle No. 19162); and providing an effective date. Please scroll down to view the backup material.



CA-5

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of September 5, 2024

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

SUBJECT: A resolution accepting the Guaranteed Maximum Price ("GMP") proposal in the amount of $783,981 from Ajax Building Company, LLC ("Ajax") for construction phase services for Manhattan Casino Roof Top Units (RTU) Replacement (Manhattan Casino Facility Assessment Project); authorizing the Mayor or his designee to execute the First Amendment to the Construction Manager at Risk ("CMAR") Agreement with a GMP between the City of St. Petersburg, Florida and CMAR, dated February 28, 2024 to incorporate the GMP Proposal into the agreement and modify other necessary provisions; rescinding an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of $553,000 from the Infrastructure TBD FY24 Project (19776); approving a supplemental appropriation in the amount of $553,000 from the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above rescission, to the Manhattan Casino HVAC FY23 Project (ECID Project No. 22210-019; Oracle No. 19162); and providing an effective date.

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

On February 28, 2024, the Engineering and Capital Improvements Department ("ECID") administratively approved the AIA Document A133 – 2019 and AIA Document A201-2017 with Ajax Building Company, LLC, for pre-construction services including the review of bid plans, site visits, and bidding services in the amount of $25,178.58 related to the Manhattan Casino RTU Replacement (Manhattan Casino Facility Assessment Project). In addition to the amount of the GMP, additional funds in the amount of $118,983 are required for City inspections, project administration, permitting and contingency.

The Manhattan Casino, located at 642 22nd St S, St. Petersburg, FL, has been a key cultural landmark since its establishment in 1925. Owned by the City of St. Petersburg, the building features a second-floor banquet hall and currently requires urgent corrective maintenance. The primary goal of this project is to replace the two non-operational 31-ton Packaged DX Rooftop Units (RTU-1 & RTU-2) with Energy Recovery. This replacement, along with associated minor mechanical and electrical work, is critical to restore functional heating, ventilation, and air conditioning systems to the facility.

A $30,000 Owner's Contingency for unforeseen conditions is included in the GMP.

The Engineering and Capital Improvements Department recommends for award:

Ajax Building Company, LLC ……. $783,981

City Code 2-234, Small Business Enterprise Assistance Program, requires a required participation percentage to be assigned to all construction projects of over $50,000. The SBE participation percentage for this project is currently under evaluation and discussion and will be determined prior to the issuance of the notice to proceed.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to accept a Guaranteed Maximum Price ("GMP") proposal in the amount of $783,981 from Ajax Building Company, LLC ("Ajax") for construction phase services for Manhattan Casino Roof Top Units (RTU) Replacement (Manhattan Casino Facility Assessment Project); authorizing the Mayor or his designee to execute the First Amendment to the Construction Manager at Risk ("CMAR") Agreement with a GMP between the City of St. Petersburg, Florida and CMAR, dated February 28, 2024 to incorporate the GMP Proposal into the agreement and modify other necessary provisions; rescinding an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of $553,000 from the Infrastructure TBD FY24 Project (19776); approving a supplemental appropriation in the amount of $553,000 from the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above rescission, to the Manhattan Casino HVAC FY23 Project (ECID Project No. 22210-019; Oracle No. 19162); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: The City will receive grant funding through the Department of Housing and Urban Development (HUD) for a portion of this project ($350,000). These grant funds were previously appropriated in the General Capital Improvement Fund (3001), Manhattan Casino HVAC FY23 Project (19162). The remaining funding will be available after the approval of a rescission of an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of $552,964 from the Infrastructure TBD FY24 Project (19776) and a supplemental appropriation in the amount of $552,964 from the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above rescission, to the Manhattan Casino HVAC FY23 Project (19162).

ATTACHMENTS: GMP Proposal
Resolution

RESOLUTION NO. 2024-____

A RESOLUTION ACCEPTING THE GUARANTEED MAXIMUM PRICE ("GMP") PROPOSAL IN THE AMOUNT OF $783,981 FROM AJAX BUILDING COMPANY, LLC ("AJAX") FOR CONSTRUCTION PHASE SERVICES FOR MANHATTAN CASINO ROOF TOP UNITS (RTU) REPLACEMENT (MANHATTAN CASINO FACILITY ASSESSMENT PROJECT); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIRST AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK ("CMAR") AGREEMENT WITH A GMP BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND CMAR, DATED FEBRUARY 28, 2024 TO INCORPORATE THE GMP PROPOSAL INTO THE AGREEMENT AND MODIFY OTHER NECESSARY PROVISIONS; RESCINDING AN UNENCUMBERED APPROPRIATION IN THE GENERAL CAPITAL IMPROVEMENT FUND (3001) IN THE AMOUNT OF $553,000 FROM THE INFRASTRUCTURE TBD FY24 PROJECT (19776); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $553,000 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THE ABOVE RESCISSION, TO THE MANHATTAN CASINO HVAC FY23 PROJECT (ECID PROJECT NO. 22210-019; ORACLE NO. 19162) TO PROVIDE FUNDING FOR THE CONSTRUCTION PHASE SERVICES IDENTIFIED IN THE GMP PROPOSAL; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City and Ajax entered into a Construction Manager at Risk Agreement with a GMP on February 28, 2024 ("Agreement") for Ajax to provide preconstruction services for Manhattan Casino Roof Top Units (RTU) Replacement (Manhattan Casino Facility Assessment Project) ("Project"); and

WHEREAS, Administration authorized payment under the Agreement for preconstruction services in the amount of $25,178.58; and

WHEREAS, in accordance with the requirements set forth in the Agreement, Ajax has submitted to the City for review and acceptance a GMP proposal in the amount of $783,981 (which includes a $30,000 owner's contingency) for construction phase services for the Project; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the guaranteed maximum price ("GMP") proposal 2024 in the amount of $783,981 from Ajax Building Company, LLC ("Ajax") for construction phase services for Manhattan Casino Roof Top Units (RTU) Replacement (Manhattan Casino Facility Assessment Project) is hereby accepted.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the first amendment to the construction manager at risk ("CMAR") agreement with a GMP between the City of St. Petersburg, Florida and CMAR, dated February 28, 2024 to incorporate the GMP proposal into the agreement and modify other necessary provisions.

BE IT FURTHER RESOLVED that an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of $553,000 from the Infrastructure TBD FY24 Project (19776) is hereby rescinded.

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above rescission, the following supplemental appropriation for FY24 to provide funding for the construction phase services identified in the GMP proposal:

General Capital Improvement Fund (3001)	
Manhattan Casino HVAC FY23 Project	$553,000

This Resolution shall become effective immediately upon its adoption.

BUDGET:

E Makofske
00762985

DEPARTMENT:

Brejesh Prayman

LEGAL:

Sharon Michnowicz

MANHATTAN CASINO RTU REPLACEMENT

642 22nd St S
St. Petersburg, FL 33712
Project No: 22210-019
Ajax Job: 50000262

DRAFT

GMP PROPOSAL

August 15, 2024

109 Commerce Blvd.
Oldsmar, FL 34677

TABLE OF CONTENTS

I. Executive Summary

II. List of Documents

III. Description of Work

A. Clarifications, Qualifications and Assumptions
B. Exclusions

IV. GMP Cost Summary

A. GMP Cost Narrative
B. GMP Cost Report – Base Bid GMP (CM Summary Report)
C. General Conditions Summary
D. Exhibit F
E. Allowance Schedule

V. Site Utilization Plan

A. Site Utilization Plan Narrative
B. Site Utilization Plan

VI. Project Schedule

A. Project Schedule Narrative
B. Project Schedule

DRAFT

EXECUTIVE SUMMARY

Ajax Building Company, LLC is pleased to present this Guaranteed Maximum Price (GMP) Proposal for the Manhattan Casino RTU Replacement for consideration by the City of St. Petersburg. This GMP Proposal will recap the status of the project through the end of the GMP Phase and will provide cost reports, schedule and other project information to be utilized by the project team as the project moves forward. This GMP Proposal, upon acceptance by the City of St. Petersburg, is intended to serve as the basis for an Amendment to the CM Contract, adding the construction phase activities to the current contract.

Project Description

The project consists of the replacement of two (2) 31-ton DX Packaged Roof-Mounted Dehumidification Energy Recovery Units (RTU 1 & 2) manufactured in 2005 and no longer operational serving the 2nd floor banquet hall of The Manhattan Casino located on 642 22nd St. S, St. Petersburg, FL 33712, including related mechanical and electrical work.

Guaranteed Maximum Price (GMP)

Ajax Building Company, LLC is confident that the GMP costs included herein are representative of the proposed scope of work depicted in the Contract Documents. The work included in the GMP Proposal is based upon the List of Documents included in Section II of this proposal as amended by 1) the Clarifications, Qualifications, and Assumptions, 2) the Exclusions, and 3) the Allowance Schedule, contained in Sections III and IV of this proposal.

The Base Bid GMP Proposal for the Manhattan Casino RTU Replacement totals $783,981. The Base Bid GMP Proposal includes the replacement of two (2) 31-ton DX Packaged Roof-Mounted Dehumidification Energy Recovery Units (RTU 1 & 2) manufactured in 2005 and no longer operational serving the 2nd floor banquet hall of The Manhattan Casino located on 642 22nd St. S, St. Petersburg, FL 33712, including related mechanical and electrical work.

Project Schedule

The project schedule included within this proposal is based on the information represented in the GMP Documents. The project schedule reflects an overall duration of three (3) months for the construction phase of the project.

The following additional Milestone Dates are anticipated within the project schedule in order to achieve the contractual dates listed above.

- Mobilization / Start of Construction — February 6, 2025
- Test and Balance of New RTUs — March 11, 2025
- Substantial Completion — March 24, 2025
- Final Completion — April 21, 2025

In order for construction activities to commence on February 6, 2025 as scheduled, the following contractual activities will need to be completed as indicated.

- GMP Negotiations Complete — August 15, 2024
- Notice to Proceed Issued — September 12, 2024
- CoSP Issuance of Permit — November 7, 2024

DRAFT

In order to expedite the project start-up activities, the Design Team, the Construction Manager and the Owner will be required to closely coordinate and expedite submittal review/approval, respond to information requests, respond to conflicts/unforeseen conditions, etc.

DRAFT

LIST OF DOCUMENTS

The work included in this GMP Proposal is based upon the List of Documents immediately following this narrative subject to amendments by 1) the Clarifications, Qualifications, and Assumptions, 2) the Exclusions, and 3) the Allowance Schedule, contained in Sections III and IV of this proposal.

The List of Documents includes the:

- Contract Drawings
- Project Specifications
- Addenda Issued by the Architect / Engineer
- Pre-Bid Requests for Information (Pre-Bid RFI's)
- Other Documents (As Listed)
- Bid Packages and Bid Package Addenda

DRAFT

CONTRACT DRAWINGS
Entitled Manhattan Casino Rooftop Unit Replacement dated 05/31/2024

Sheet	Description	Date	Revised	Revised
	Cover and Index Sheets			
	Cover Sheet	05/31/2024		
	Mechanical			
M0-1	Mechanical Legends, Symbols and Abbreviations	05/31/2024		
M1-0	Mechanical Second Floor Demolition Plan	05/31/2024		
M1-1	Mechanical Roof Demolition Plan	05/31/2024		
M2-0	Mechanical Second Floor New Work Plan	05/31/2024		
M2-1	Mechanical Roof New Work Plan	05/31/2024		
M8-1	Mechanical Details	05/31/2024		
M9-1	Mechanical Schedules	05/31/2024		
	Electrical			
E0-1	Electrical Legends, Symbols, and Abbreviations	05/31/2024		
E1-0	Electrical First Floor Plan	05/31/2024		
E1-1	Electrical Second Floor Plan	05/31/2024		
E1-2	Electrical Roof Demolition Plan	05/31/2024		
E2-2	Electrical Roof Renovation Plan	05/31/2024		
E8-1	Electrical Diagrams and Schedules	05/31/2024		
	(END OF CONTRACT DRAWINGS)			

DRAFT

PROJECT SPECIFICATIONS
Entitled Manhattan Casino Rooftop Unit Replacement dated 05/31/2024

Section	Description	# Pages	Date	Revised
	Cover			
Cover	Cover			
	Section 01 – General			
1.01	Location of the Work Site and Access	1	5/31/2024	
1.02	Scope of Work	1	5/31/2024	
1.03	Plans and Specifications	1	5/31/2024	
1.04	Permits	1	5/31/2024	
1.05	Project Sign and/or Plaque	1	5/31/2024	
1.06	Project Work Hours/Field Supervision	1	5/31/2024	
1.07	Project Schedule Documentation	1	5/31/2024	
1.08	Storm Preparedness Plan	1	5/31/2024	
1.09	Inspection Authority	1	5/31/2024	
1.10	Sequence of Operation	1	5/31/2024	
1.11	Mobilization	1	5/31/2024	
1.12	Temporary Traffic Control	1	5/31/2024	
1.13	Materials and Equipment	1	5/31/2024	
1.14	Manufacturer	1	5/31/2024	
1.15	Samples	1	5/31/2024	
1.16	Equivalent Quality	1	5/31/2024	
1.17	Service of Manufacturer's Representative	1	5/31/2024	
1.18	Material and Equipment Delivery and Storage	1	5/31/2024	
1.19	Water Purchase	1	5/31/2024	
1.20	Special Considerations for Work	1	5/31/2024	
1.21	Field Office and Appurtenant Structures	1	5/31/2024	
1.22	Truck Haul Routes	1	5/31/2024	
1.23	Work on Private Property	1	5/31/2024	
1.24	Neighborhood Notification	1	5/31/2024	

DRAFT

Section	Description	# Pages	Date	Revised
1.25	Utilities	1	5/31/2024	
1.26	Coordination of Service Interruptions	1	5/31/2024	
1.27	Safeguarding Survey Marks	1	5/31/2024	
1.28	Tree Protection	1	5/31/2024	
1.29	Tree Removal, Replacement, and Relocation	1	5/31/2024	
1.30	Salvaged Materials	1	5/31/2024	
1.31	Shop, Field and Laboratory Testing	1	5/31/2024	
1.32	Soils Density Tests	1	5/31/2024	
1.33	As-Built Drawings	1	5/31/2024	
1.34	Substantial Completion	1	5/31/2024	
1.35	Contract Completion Time	1	5/31/2024	
	Section 20 – Pay Item Descriptions			
20.01	Introduction	1	5/31/2024	
20.02	General	1	5/31/2024	
20.03	Base Bid Pay Items	1	5/31/2024	
20.04	Deduct Alternate Pay Items	1	5/31/2024	
20.05	Miscellaneous	1	5/31/2024	
20.06	Basis of Contract Award	1	5/31/2024	
	Section 23 – Heating, Ventilation and Air Conditioning			
23 0000	General HVAC Requirements	13	5/31/2024	
23 0513	Motors for Mechanical Equipment	5	5/31/2024	
23 0514	Variable Frequency Drive (VFD) System	9	5/31/2024	
23 0550	Vibration Isolation	10	5/31/2024	
23 0553	Mechanical Systems Identification	4	5/31/2024	
23 0595A	Air Systems Test Adjust Balance	2	5/31/2024	
23 0901A	Control Systems	30	5/31/2024	
23 3400	Fans	6	5/31/2024	
23 4114	Filters	5	5/31/2024	
23 7313	Packaged Air Handling Units	6	5/31/2024	

DRAFT

Section	Description	# Pages	Date	Revised
23 8216	Coils	3	5/31/2024	
	Section 26 – Electrical			
26 0000	General Electrical Requirements	12	5/31/2024	
26 0519	Low-Voltage Electrical Power Conductors and Cables	7	5/31/2024	
26 0526	Grounding and Bonding for Electrical Systems	4	5/31/2024	
26 0529	Hangers and Supports for Electrical Systems	7	5/31/2024	
26 0533	Raceway and Boxes for Electrical Systems	14	5/31/2024	
26 0553	Electrical Systems Identification	4	5/31/2024	
26 2726	Wiring Devices	7	5/31/2024	
	(END OF PROJECT SPECIFICATIONS)			

DRAFT

ADDENDA ISSUED BY THE ARCHITECT/ENGINEER

Addenda #	Description	# Pages	Date	Revised
	None issued.			
	(END OF ADDENDA)			

DRAFT

PRE-BID REQUESTS FOR INFORMATION (PRE-BID RFI's)

PB RFI No.	Description	Issued	Resp	Revised
	None issued.			
	(END OF PRE-BID RFI'S)			

DRAFT

OTHER DOCUMENTS

Reference	Description	# Pages	Date	Revised
	None issued.			
	(END OF OTHER DOCUMENTS)			

DRAFT

BID PACKAGES AND BID PACKAGE ADDENDA

BP No.	Description	Date
BP23.01	HVAC	4/17/2024
BP26.01	Electrical	4/17/2024
	(END OF BID PACKAGES AND BID PACKAGE ADDENDA)	

END OF DOCUMENT LIST

DRAFT

CLARIFICATIONS, QUALIFICATIONS AND ASSUMPTIONS

DRAFT

Basis of the GMP Proposal

- This GMP Proposal has been prepared based on the following documents:
  - The Contract Drawings entitled "Manhattan Casino Rooftop Unit Replacement" dated May 31, 2024 as prepared by AEI – Affiliated Engineers. Refer to Document List included in Section II of this proposal.
  - The Project Specifications entitled "City of St. Petersburg Manhattan Casino RTU Replacement" dated May 31, 2024 as prepared by AEI – Affiliated Engineers. Refer to Document List included in Section II of this proposal.
  - The Construction Manager's GMP Cost Report dated July 11, 2024.
  - The Construction Manager's Project Schedule dated July 11, 2024.
  - The Bid Packages and Bid Package Addenda issued to bidders by the Construction Manager.
- It is understood that various allowances are included in this GMP Proposal as indicated in Section IV-E of this proposal. It is further understood that the Contract Sum will be adjusted in accordance with the Contract if the cost of the allowance item exceeds the allowance for that item.
- The value of liquidated damages for this project is established as $250 per calendar day.
- These qualifications, clarifications and assumptions are intended to supplement the GMP Cost Report and the GMP Documents, and are intended to inform the Owner and the Design Team of the Construction Manager's interpretation of the scope items which are included or excluded, and which may not be clearly shown or defined by specification, plan, elevation, detail, section, schedule, or schematic.

Scope of the GMP Proposal

- The scope of this GMP Proposal consists of the following:
  - The Construction Manager's general conditions and general requirements for a period of three (3) months.
  - Base Bid GMP – Includes the following scope of work:
    - The replacement of two (2) 31-ton DX Packaged Roof-Mounted Dehumidification Energy Recovery Units (RTU 1 & 2) manufactured in 2005 and no longer operational serving the 2nd floor banquet hall of The Manhattan Casino located on 642 22nd St. S, St. Petersburg, FL 33712, including related mechanical and electrical work.

Division 01 – General Requirements

- Clarifications, qualifications and assumptions related to Division 01:
  - This GMP Proposal includes the Construction Manager's general conditions and general requirements for a period of three (3) months.
  - We have included the necessary jobsite supervision, layout, safety supplies, equipment, postage, office equipment, project internet, and jobsite communications.
  - We have not included a jobsite office facility for the Owner, Architect, Engineer, or their representatives.
  - Aerial photographs have not been included.
  - An allowance of $7,500 is included for building permits.
  - An allowance of $2,500 is included for crane MOT plan.
  - Environmental permits are not included.
  - Tap fees, connection charges, system charges, impact fees, meter fees, or other regulatory requirements/fees are not included as all utilities are being tied into existing utility services.
  - Costs related to a threshold inspector are not included.

- Temporary utility services (water, sewer and electric) are not included. It is assumed that all temporary utilities required for the project will be tied into permanent utilities and that these permanent utilities are readily accessible, of adequate size to handle any additional load as required by temporary utilities and that temporary on-site facilities can be located as necessary to prevent the need for any substantial overhead and/or underground temporary utilities.
- The consumption costs associated with temporary water, sewer and electric utilities will be paid for by the Owner.
- It is assumed that any steam, chilled water and/or natural gas utilities consumed in the performance of the work will be provided by the Owner at no cost to the Construction Manager.
- We have included costs for Scheduling Software, Updates, Maintenance, and Support within the GMP proposal. The charge for this service shall be $225 and shall be billed as a lump sum amount upon approval of the GMP proposal and issuance of the Notice to Proceed.
- We have included costs for MIS Services related to the project. This includes software updates associated with Ajax Building Company, LLC standard software provided for cost management, computer operating systems, PDF software, word processing applications, and spreadsheet applications. This includes troubleshooting, virus management/remediation, malware/adware management/remediation, updates, and maintenance of these systems. This does not include services related to scheduling, document control, and Project Management Controls, which are provided via other applications noted below. This does not included service provider costs for internet/telephone, initial setup, wiring, or connections. The charge for this service shall be $750 and shall be billed as a lump sum amount upon approval of the GMP proposal and issuance of the Notice to Proceed.
- We have included costs for Document Management and Project Management Controls Services. These services will be provided via a cloud-based platform that will allow direct access to all Construction personnel, including Owners, Architects, and Subcontractors. Services will include the ability to access/manage the information via mobile devices via the internet. Services included will be Plans and Specs Maintenance and distribution, RFI Control, Submittal Control, Punch List Management, Daily Reports, along with other related functions inherent in the platform. The charge for this service shall be $805 and shall be billed as a lump sum amount upon approval of the GMP proposal and issuance of the Notice to Proceed.
- We have included costs to host project-related video conferencing and file sharing. These services will be provided via cloud-based platforms. The charge for this service shall be $565.50 and shall be billed as a lump sum amount upon approval of the GMP proposal and issuance of the Notice to Proceed.
- We have included costs for Oracle Textura Payment Management (TPM) System for the administration of the subcontractor payment application process. The charge for this service shall be $804 and shall be billed as a lump sum amount upon approval of the GMP proposal and issuance of the Notice to Proceed.
- Silt fencing is not included, it is not envisioned to be required based on the scope of work primarily consisting of mechanical renovations.
- Project sign is not included.
- An allowance in the amount of $160.50 is included for the reproduction and distribution of Contract Documents for the purpose of construction.
- A site survey is not included.
- The final project cleaning is included.
- Jobsite cleanup, rubbish removal and rubbish disposal are included.
- Performance and Payment Bonds are included.
- Labor burden multiplier is included as a fixed rate of 44%. This multiplier is to account for all added expenses related to direct labor that are not included as part of OH&P.
- We exclude any local, state, or federal prevailing wage acts or laws that mandate worker classification, prevailing wage rates, or fringe benefits, including the Davis-Bacon Act and other similar acts or laws.

DRAFT

- We have included this project's portion of our Umbrella / General Liability Insurance Policy within the GMP proposal. The charge for this coverage shall be $6,640 and shall be billed as a lump sum amount upon approval of the GMP proposal and issuance of the Notice to Proceed.
- Costs for procuring Builder's Risk Insurance are included.
  - The standard deductible for this policy is $25,000.
  - The windstorm deductible for this policy is 5% Value at Risk at Time of Loss (VARTOL) / $250,000 minimum.
  - The flood deductible for this policy is 5% VARTOL / $250,000 minimum.
  - The earthquake deductible for this policy is $25,000.
  - Should a Builder's Risk claim occur, any deductibles or uncovered costs will be treated as a change in scope to be funded via a change order to the Construction Manager's Contract.
  - Builder's Risk coverage is limited to the full insurable replacement cost values of the Project as declared at policy inception. Sub- limits, accumulative and non-accumulative, will apply as further defined in the policy declarations.
  - "Loss of Use" coverage is not included in the policy.
  - The Builder's Risk Policy does not cover existing construction or existing building components.
- We have included Warranty Management for the project within the GMP. The charge for this service to be provided during the warranty period shall be $282 and shall be billed as a lump sum amount upon approval of the GMP proposal and issuance of the Notice to Proceed.
- A Construction Manager's Contingency in the total amount of $68,726 is included. This contingency is to be utilized by Ajax Building Company, LLC in executing the work described in this GMP Proposal. All contingency and allowance usage must be approved by Owner. Acceptable uses of this contingency are as specified in the Contract (specifically, Section 3.2.4 of the Standard Form of Agreement between Owner and Construction Manager, i.e., Document A133TM-2019).
- Escalation Contingency. A portion of Contractor Contingency in the amount of $32,234 is designated specifically to cover costs associated with supply chain impacts to cost and availability of resources from multiple trade bidders, including but not limited to, including but not limited to: Mechanical.
- Architectural and/or Engineering Fees are not included.
- The Construction Manager's Construction Phase Fee is included at the rate of 9.25% of the GMP which shall be converted to a lump sum upon acceptance of the GMP proposal.
- This proposal does not include any provisions for enhanced hurricane protection (EHPA).
- Ajax Building Company, LLC may utilize a subcontractor default insurance program for some subcontractors as an alternative to Subcontractor Bonds. When utilized, the cost for the subcontractor default insurance coverage will be the same cost as the subcontractor's bond cost. Under no circumstances will any insurance or bonds obtained by Ajax Building Company, LLC as set forth herein limit the protections or scope of the public construction bond maintained by Ajax Building Company, LLC as required by the Contract and Section 255.05, Florida Statutes.
- Should the Owner elect to utilize the Owner Direct Purchase Order process in accordance with the City of St. Petersburg Owner Direct Purchase Policy to save sales tax, the tax for all such purchases will be credited to the Owner through a deductive Change Order. The Owner Direct Purchase Order process will follow City of St. Petersburg guidelines as outlined in the Contract.

<u>Division 02 – Existing Conditions</u>

- Clarifications, qualifications and assumptions related to Division 02:
  - Abatement and Remediation Work
    - We specifically exclude any asbestos abatement, lead paint abatement or removal, PCB abatement or removal, and related surveys, air monitoring, clearances, testing services, etc.

DRAFT

- Demolition / Selective Demolition
  - Demolition work and selective demolition work, as required for the renovations and new construction, is included in this proposal.
  - It is assumed that abandoned utilities will be disconnected and capped (not removed or filled).
  - We specifically exclude the relocation and/or reinstallation of any existing or temporary buildings, structures, etc.
  - The salvage of any materials, equipment, furniture, etc. is specifically excluded. It is assumed that all salvage operations by the Owner will have already been completed prior to the mobilization of the Construction Manager. The existing RTUs are to be removed and disposed of by the mechanical subcontractor.
  - An allowance of $5,000 is included for selective demolition.

Division 09 – Finishes

- Clarifications, qualifications and assumptions related to Division 09:
  - Gypsum Board, Plaster and Stucco Systems
    - No interior veneer plaster or hard coat finishes are included.
    - An allowance of $2,000 is included for miscellaneous drywall patching/repair.
  - Ceilings
    - All acoustical ceilings are included as standard painted exposed grid with standard 2'x2'x5/8" ceiling tiles. No special acoustical grid systems, tiles, tile colors, tile patterns, special tile edges, tegular, etc. have been included.
    - An allowance of $3,000 is included for miscellaneous acoustical ceilings damage repairs.
  - Paints and Coatings
    - An allowance of $2,500 is included for miscellaneous paint touch-up.

Division 23 – HVAC

- Clarifications, qualifications and assumptions related to Division 23:
  - HVAC Work
    - Basic Materials and Methods
      - New RTUs
      - Reuse existing curbs.
      - Controls are a package system furnished with RTUs. No BMS controls are included.
      - Lead time for RTUs reflected in master project schedule are based on dates provided at time of bid. These dates are subject to change and scheduled start date will be adjusted based on actual ship dates once material is released into production.
      - Equipment order must take place prior to required phase out of 410A refrigerant, expected to impact equipment selection/pricing September 2024.
    - Testing, Adjusting and Balancing
      - To be provided as outlined on the construction documents.

Division 26 – Electrical

- Clarifications, qualifications and assumptions related to Division 26:
  - Basic Materials and Methods
    - Includes disconnect and reconnect of RTUs being replaced along with removal and reinstallation of existing duct detectors

DRAFT

- Includes installation of two new service receptacles at RTUs
- Includes recertification of fire alarm system.

General Notes

- General clarifications, qualifications and assumptions related to the GMP Proposal:
  - Electronic, CAD or BIM "As-Builts" are not included. Ajax Building Company, LLC will maintain "As-Built" drawings at the jobsite throughout the construction phase and provide copies to the Architect and Owner at Final Completion.
  - O&M training, manuals or video-training is not included for Owner furnished equipment or items provided by the Owner's vendors.
  - In the event that there is an oversight, the estimate shall be utilized as the basis of understanding for costs included. Items not specifically identified in the estimate shall be assumed to be excluded. Line items in the estimate indicate work included.
  - Ajax Building Company, LLC has based the GMP Proposal on a fair, standard and reasonable interpretation of the GMP Documents. We exclude any items or processes that are not typical, are unreasonable or would otherwise require that additional costs be added to the GMP Proposal.
  - This GMP Proposal is based on the premise and understanding that Ajax Building Company, LLC may, with approval of the City which will not be unreasonably withheld, reallocate any funds and/or budgets within the GMP (excluding allowances) as determined necessary in the execution of the CM Contract.
  - Various unforeseen conditions and discrepancies may arise during the construction phase. It is assumed that the Design Team and Owner will assign a staff member(s) that will be readily available to respond and provide timely assistance in resolving all issues that may arise.

END OF CLARIFICATIONS, QUALIFICATIONS AND ASSUMPTIONS TO THE GMP PROPOSAL

DRAFT

EXCLUSIONS

The following items are specifically excluded from the GMP Proposal:

Division 01 – General Requirements

- We have not included a jobsite office facility for the Owner, Architect, Engineer, or their representatives.
- Costs related to a threshold inspector are not included.
- The costs associated with any temporary or permanent water, sewer, and electric utilities are excluded.
- This proposal does not include any provisions for enhanced hurricane protection (EHPA).
- Architectural and/or Engineering Fees are not included.
- We exclude any local, state, or federal prevailing wage acts or laws that mandate worker classification, prevailing wage rates, or fringe benefits, including the Davis-Bacon Act and other similar acts or laws.

Division 02 – Existing Conditions

- We exclude any asbestos abatement, lead paint abatement or removal, PCB abatement or removal, and related surveys, air monitoring, clearances, testing services, etc.
- The treatment or disposal of water and/or runoff generated from demolition operations is excluded.
- It is assumed that abandoned utilities will be disconnected and capped (not removed or filled).
- We exclude the relocation and/or reinstallation of any existing or temporary buildings, structures, etc.
- The salvage of any materials, equipment, furniture, etc. is excluded.

Division 32 – Exterior Improvements

- We have not included any milling and/or resurfacing of existing roadways, parking lots or drives surrounding and/or outside the project site.

Other Exclusions

- Electronic, CAD or BIM “As-Builts” are not included. Ajax Building Company, LLC will maintain “As-Built” drawings at the jobsite throughout the construction phase and provide copies to the Architect and Owner at Final Completion.
- O&M training, manuals or video-training is not included for Owner furnished equipment or items provided by the Owner’s vendors.
- Due to budget restrictions, Ajax Building Company, LLC has based this GMP Proposal on a fair, standard and reasonable interpretation of the GMP Documents. We exclude any items or processes that are not typical, are unreasonable or would otherwise require that additional costs be added to the GMP Proposal.

END OF EXCLUSIONS

DRAFT

COST REPORT NARRATIVE

Ajax Building Company, LLC is confident that the GMP Cost Report included herein is representative of the proposed scope of work depicted in the GMP Documents. The work included in the GMP Proposal is based upon the List of Documents included in Section II of this proposal as amended by 1) the Clarifications, Qualifications, and Assumptions, 2) the Exclusions, and 3) the Allowance Schedule, contained in Sections III and IV of this proposal.

The Base Bid GMP Proposal for the Manhattan Casino RTU Replacement totals $783,981. The Base Bid GMP Proposal includes the replacement of two (2) 31-ton DX Packaged Roof-Mounted Dehumidification Energy Recovery Units (RTU 1 & 2) manufactured in 2005 and no longer operational serving the 2nd floor banquet hall of The Manhattan Casino located on 642 22nd St. S, St. Petersburg, FL 33712, including related mechanical and electrical work.

DRAFT

DRAFT

GMP Cost Report:

BASE BID GMP

CM Summary Report

Manhattan Casino GMP Estimate

8/15/2024

GMP BASE BID

Estimate Item	Qty	Unit	Unit Rate	Total Cost	Division Total
Division 1					
General Conditions-Personnel					
General Conditions Labor	1	LS	$ 70,828	$ 70,828	
					$ 70,828
General Requirements					
General Requirements	1	LS	$ 22,060	$ 22,060	
					$ 22,060
Division 1					
Crane MOT Allowance	1	LS	$ 2,500	$ 2,500	
Building Permit Allowance	1	LS	$ 7,500	$ 7,500	
					$ 10,000
Division 2					
Selective Demolition Allowance	1	Allow	$ 5,000	$ 5,000	
					$ 5,000
Division 9					
Drywall Patching Allowance	1	Allow	$ 2,000	$ 2,000	
Acoustical Ceiling Allowance	1	Allow	$ 3,000	$ 3,000	
Touch-up Painting Allowance	1	Allow	$ 2,500	$ 2,500	
					$ 7,500
Division 21					
Fire Sprinkler Relocation Allowance (Not included)	1	LS		$ -	
					$ -
Division 23					
HVAC					
HVAC - Remove/Replace RTUs	1	LS	$ 427,915	$ 427,915	
Misc. HVAC Issue Allowance	1	Allow	$ 50,000	$ 50,000	
					$ 477,915
Division 26					
Electrical					
Electrical & Low Voltage	1	LS	$ 14,895	$ 14,895	
					$ 14,895
Subtotal				$ 608,198	$ 608,198
CM Contingency (including escalation contingency) (6%)				$ 68,726	
CM Fee (9.25%)				$ 62,616	
General Liability Insurance				$ 6,640	
Builders Risk				$ 3,095	
Performance & Payment Bond				$ 4,706	
Owner's Contingency				$ 30,000	
GMP Base Estimate Total				**$ 783,981**	

DRAFT

EXHIBIT F - GUARANTEED MAXIMUM PRICE

Manhattan Casino RTU(s) Replacement

PROJECT NO. 22210-019

Construction Cost		$ 515,310.00
General Conditions		$ 92,888.00
Contractor Contingency (excluding excalation contingency)		$ 36,492.00
Escalation Contingency @5%		$ 32,234.00
Subtotal:		$ 676,924.00

CM Fee	9.25%	$ 62,616.00
General Liability	0.00%	$ 6,640.00
Other Insurance	0.00%	$ -
Subtotal:		$ 69,256.00

Builder's Risk	$ 3,095.00
Performance Bond	$ 4,706.00
Owner's Contingency	$ 30,000.00
Subtotal:	$ 37,801.00

Guaranteed Maximum Price	**$ 783,981.00**

DRAFT

ALLOWANCE SCHEDULE

The following allowances are included in the GMP Proposal where a clear scope has not been defined by the GMP Documents or where the items require further research. These allowances are inclusive of materials, equipment, taxes, and labor in accordance with section 3.8.2 of the General Conditions of the Contract for Construction (i.e., AIA Document 201TM-2017 as modified by the Owner), as amended by the First Amendment. Allowances do not include costs for insurance, bonds, contingency, fee, etc.

Item No.	Description	Allowance Amount
	Division 01 – General Requirements	
01-01	Crane MOT Allowance	$2,500
01-02	Building Permit Allowance	$7,500
	Division 02 – Existing Conditions	
02-01	Selective Demolition Allowance	$5,000
	Division 09 – Finishes	
09-01	Miscellaneous Drywall Patching Allowance	$2,000
09-02	Miscellaneous Acoustical Ceiling Repair Allowance	$3,000
09-03	Miscellaneous Paint Touch-Up Allowance	$2,500
	Division 23 – HVAC	
23-01	Miscellaneous HVAC Issue Allowance	$50,000

END OF ALLOWANCE SCHEDULE

DRAFT

SITE UTILIZATION PLAN NARRATIVE

Refer to the attached Site Utilization Plan dated July 11, 2024 as prepared by Ajax Building Company, LLC and included in Section V-B of this proposal for the illustration of the below listed items.

Debris Removal

- Roll-off containers will be supplied and maintained by Ajax Building Company, LLC for removing construction debris from the project site.
- All roll-off container pulls will be scheduled by Ajax Building Company, LLC's Project Superintendent.
- Unless otherwise dictated by the progress/requirements of the project, Ajax Building Company, LLC will endeavor to perform all roll-off container pulls during business hours.

Crane, Vehicle and Equipment Paths

- Crane, vehicle and equipment paths will remain on existing asphalt and paved areas. No additional stabilization requirements are expected for this project.

On-Site Material Storage

- Storage Containers: Various materials, equipment and fabricated items will be stored in Connex-type trailers, tractor trailers and storage boxes within the fenced area of the project site. All storage containers will be locked during non-work hours.
- Open Material Storage: Various materials, equipment and fabricated items that do not lend themselves to be stored in containers will be stored and/or staged on the project site. Such items will be stored on dunnage and protected from the elements as necessary to ensure that that quality and condition of the items is not jeopardized.

Construction Traffic, Parking and Deliveries

- Ajax Building Company, LLC Office Staff: Ajax office staff will utilize the existing parking areas to the east of the building.
- Construction Employees and Personnel: Construction employees and personnel will utilize the existing parking areas to the east of the building.
- Parking for construction employees and personnel will be in the location(s) indicated on the Site Utilization Plan.
- Construction Deliveries: General construction related deliveries will utilize the path of travel indicated on the site utilization plan.

Maintenance of Site

- Ajax Building Company, LLC will maintain all construction storage areas and construction parking areas to ensure safety and an acceptable appearance. It is assumed that the Owner will continue to maintain all other areas outside the construction site or not occupied by Ajax Building Company, LLC.
- Street sweeping will be performed as necessary.
- The site will be monitored for trash, debris, and general housekeeping. Cleanup and housekeeping will be performed on a regular basis as necessary to ensure safety and an acceptable appearance.

Emergency Contact Information

DRAFT

- Emergency Contacts: The following is a list of emergency contact numbers for Ajax Building Company, LLC personnel assigned to the project.

Contact Person	Job Title	Contact Number
Jeff Wright	Operations Manager	813-781-4333
Larry Goodbread	Preconstruction Manager	813-373-2251
TBD	Project Manager	
TBD	Project Superintendent	

DRAFT

DRAFT

SCHEDULE NARRATIVE

Refer to the attached Master Project Schedule dated August 15, 2024 as prepared by Ajax Building Company, LLC and included in Section VI-B of this proposal for the illustration of the below listed items. The project schedule has been updated to include progress achieved through August 15, 2024.

The project schedule included within this proposal is based on the information represented in the GMP Documents. The project schedule reflects an overall duration of three (3) months for the construction phase of the project.

The following additional Milestone Dates are anticipated within the project schedule in order to achieve the contractual dates listed above.

- Mobilization / Start of Construction — February 6, 2025
- Test and Balance of New RTUs — March 11, 2025
- Substantial Completion — March 24, 2025
- Final Completion — April 21, 2025

In order for construction activities to commence on February 6, 2025 as scheduled, the following contractual activities will need to be completed as indicated.

- GMP Negotiations Complete — August 15, 2024
- Notice to Proceed Issued — September 12, 2024
- CoSP Issuance of Permit — November 7, 2024

In order to expedite the project start-up activities, the Design Team, the Construction Manager and the Owner will be required to closely coordinate and expedite submittal review/approval, respond to information requests, respond to conflicts/unforeseen conditions, etc.

The schedule is based upon the assumption that any design revisions required to address future design review comments and/or permitting review comments will be issued to the Construction Manager within one (1) week of receipt of such comments with a directive to proceed. It is further assumed that such revisions (if any) will be minor in nature and will not result in a material change in the overall scope and/or direction of the project.

Ajax Building Company, LLC will continue to work closely with the Project Team throughout the Submittal and Construction Phases of the project to ensure that all critical dates are maintained.

DRAFT

Approvals - gcc
Report • Printed on August 22, 2024

Approved

9/5 Council - Ajax - Manhattan Casino Roof - CMAN GMP

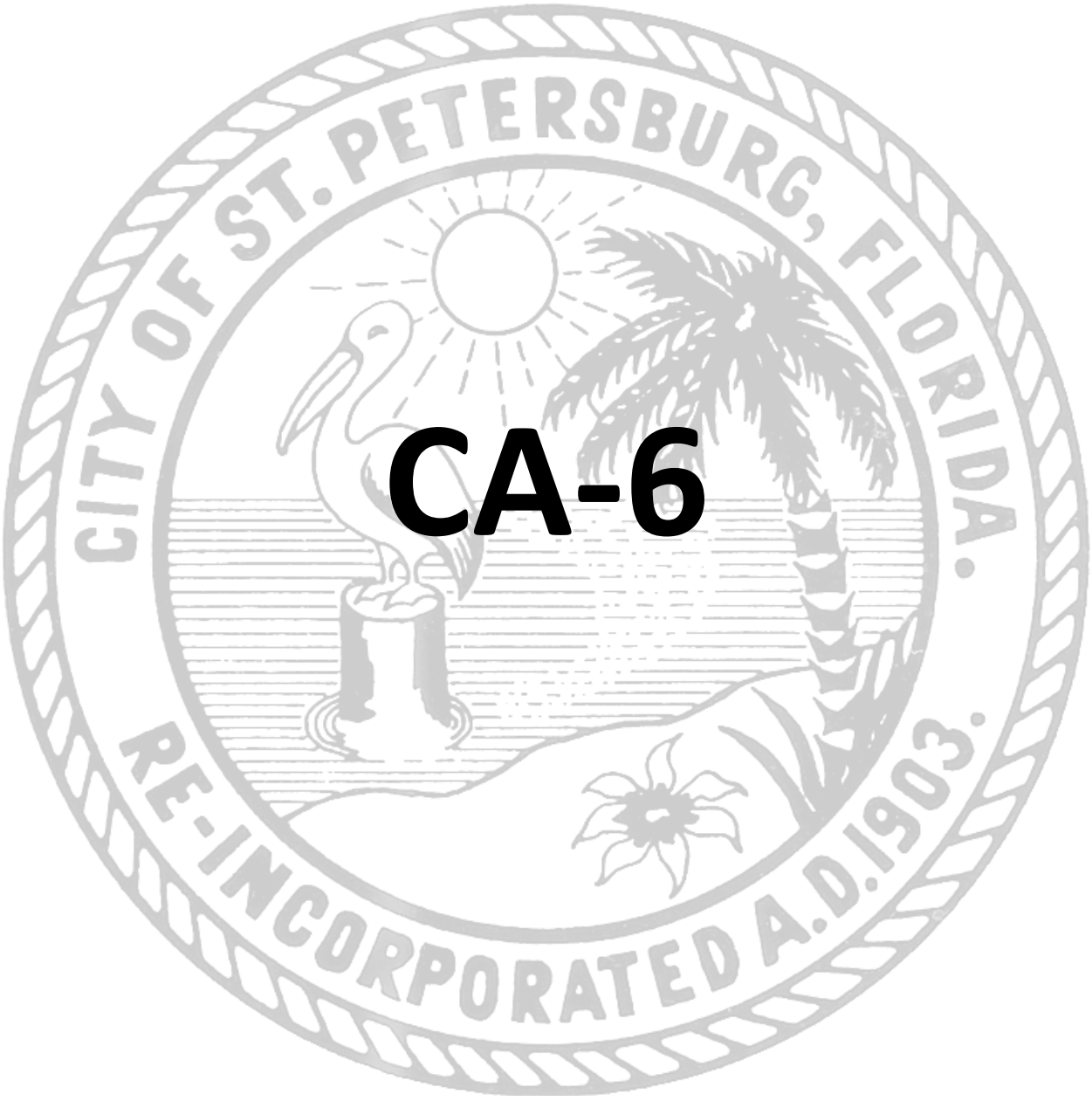
Attachments

Ajax - Manhattan Casino Roof
https://stpete1-my.sharepoint.com/:l

Final status: Approved

CT	Step 3: Approved by	
	Claude Tankersley	8/22/2024 2:17:03 PM
MW	Step 2: Approved by	
	Margaret B. Wahl	8/21/2024 3:17:22 PM
BP	Step 1: Approved by	
	Brejesh Prayman	8/21/2024 3:11:58 PM
SJ	Requested by	
	Sarah B. Johnson	8/21/2024 1:58:44 PM

The following page(s) contain the backup material for Agenda Item: A Resolution approving the First Amendment to the Design Build Agreement between the City of St. Petersburg, Florida and Ric-Man Construction Florida, Inc. (“DB”) dated July 18, 2023, for DB to provide additional preconstruction services for the Downtown Watermain Replacement Program in an amount not to exceed $676,700.03 and modify other necessary provisions; providing that the total budget for preconstruction services shall not exceed $1,552,778.92; authorizing the Mayor or his designee to execute the First Amendment; and providing an effective date. (ECID Project No. 21058-111; Oracle No. 18011)
Please scroll down to view the backup material.



CA-6

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of September 5, 2024

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

SUBJECT: A Resolution approving the First Amendment to the Design Build Agreement between the City of St. Petersburg, Florida and Ric-Man Construction Florida, Inc. ("DB") dated July 18, 2023, for DB to provide additional preconstruction services for the Downtown Watermain Replacement Program in an amount not to exceed $676,700.03 and modify other necessary provisions; providing that the total budget for preconstruction services shall not exceed $1,552,778.92; authorizing the Mayor or his designee to execute the First Amendment; and providing an effective date. (ECID Project No. 21058-111; Oracle No. 18011)

EXPLANATION: The Downtown Watermain Replacement Program is a multi-year program to replace aging potable water infrastructure in the downtown area (7th Ave S to 7th Ave N and from 16th St east to Tampa Bay). The program will consist of an initial preliminary engineering phase to assess the existing watermains and recommend a replacement plan based on models of hydraulic capacity and risk of failure. The program will start with the design and construction of Phase 5 (Phases 1 through 4 being completed previously under separate agreements) and finish with Phase 9, over an approximate 5-year period.

On July 18, 2023, the City of St. Petersburg, Florida ("City") and Ric-Man Construction Florida, Inc. ("DB") entered into an agreement for DB to provide preconstruction services for the Downtown Watermain Replacement Program in an amount not to exceed $876,078.89. This initial phase consisted of preliminary engineering work to model the potable water system in the downtown area and development of a plan for watermain replacement based on capacity and risk.

On June 26, 2024, Engineering and Capital Improvements Department issued a field order to DB to complete a topographic route survey and utility designation, verification and survey collection. This work will be performed along 1st Ave S from 16th St to Martin Luther King St S. The amount will be not to exceed $70,657.27 and will be paid out of the contract allowance.

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

The First Amendment to the Agreement in the amount of $676,700.03 will provide professional engineering services included but not limited to project management services, final detail design, constructability review, a guaranteed maximum price submittal for construction, and public engagement services for Phase 5 of the Downtown Watermain Replacement Program. This Amendment includes a $100,000 allowance to be authorized if any unforeseen conditions are experienced while performing the work.

DB Agreement and the First Amendment include the following phases and associated not to exceed costs respectively:

		Approved	Authorized
Agreement	Project Management	$ 232,304.23	$ 232,304.23
	Data Collection/Review	$ 42,309.34	$ 42,309.34
	Risk-Based Assessment	$ 88,507.97	$ 88,507.97
	Capacity Assessment Hydraulic Modeling	$ 117,170.27	$ 117,170.27
	Technical Memorandum	$ 198,307.86	$ 198,307.86
	Coordination Meetings	$ 44,346.33	$ 44,346.33
	Public Outreach	$ 78,132.90	$ 78,132.90
	Allowance	$ 75,000.00	$ 70,657.27
Amendment No. 1	Project Management – Additional Services	$ 114,114.07	
	Data Collection/Review – Additional Services	$ 28,646.46	
	Design and Constructability Review	$ 328,267.10	
	Guaranteed Maximum Price Submittal	$ 64,769.20	
	Public Engagement	$ 40,903.20	
	Allowance	$ 100,000.00	
	Total	**$ 1,552,778.93**	**$871,736.17**

A GMP for the construction phase will be provided to Council for approval as an Amendment to this Agreement.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute the First Amendment to the Design Build Agreement between the City of St. Petersburg, Florida and Ric-Man Construction Florida, Inc. ("DB") dated July 18, 2023, for DB to provide additional preconstruction services for the Downtown Watermain Replacement Program in an amount not to exceed $676,700.03 and modify other necessary provisions; providing that the total budget for preconstruction services shall not exceed $1,552,778.92; authorizing the Mayor or his designee to execute the First Amendment; and providing an effective date. (ECID Project No. 21058-111; Oracle No. 18011)

COST/FUNDING/ASSESSMENT INFORMATION: Funds have previously been appropriated in the Water Resources Capital Projects Fund (4003) DIS Downtown Main Replacement FY21 Project (18011).

ATTACHMENTS: Resolution
Revised Appendices

RESOLUTION NO. 2024-____

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE DESIGN BUILD AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND RIC-MAN CONSTRUCTION FLORIDA, INC. ("DB") DATED JULY 18, 2023, FOR DB TO PROVIDE ADDITIONAL PRECONSTRUCTION SERVICES FOR THE DOWNTOWN WATERMAIN REPLACEMENT PROGRAM IN AN AMOUNT NOT TO EXCEED $676,700.03 AND MODIFY OTHER NECESSARY PROVISIONS; PROVIDING THAT THE TOTAL BUDGET FOR PRECONSTRUCTION SERVICES SHALL NOT EXCEED $1,552,778.92; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING AN EFFECTIVE DATE. (ECID PROJECT NO. 21058-111; ORACLE NO. 18011)

WHEREAS, the City of St. Petersburg, Florida ("City") and Ric-Man Construction Florida, Inc. ("DB") entered into a design-build agreement on July 18, 2023, for DB to provide pre-construction services for the Downtown Watermain Replacement Program ("Project"); and

WHEREAS, pursuant to the design-build agreement, DB was authorized to provide initial pre-construction phase services in an amount not to exceed $876,078.89, which amount included an allowance of $75,000, with the additional compensation for the other pre-construction phase services being subject to City Council approval at future dates; and

WHEREAS, on June 26, 2024, Administration authorized the not to exceed amount of $70,657.27 (from the allowance) for the DB to provide a topographic route survey and utility designation, verification and survey collection; and

WHEREAS, the City and DB desire to amend the design-build agreement to (i) further expand the pre-construction phase services to be provided by DB to include additional project management services, additional data collection and review, design and constructability review, a guaranteed maximum price submittal for construction, and public engagement services and (ii) increase the budget for pre-construction services by an amount not to exceed $676,700.03, which amount includes an allowance of $100,000.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the First Amendment to the Design Build Agreement between the City of St. Petersburg, Florida and Ric-Man Construction Florida, Inc. ("DB") dated July 18, 2023, for DB to provide additional preconstruction services for the Downtown Watermain Replacement Program in an amount not to exceed $676,700.03 and modify other necessary provisions is hereby

approved.

BE IT FURTHER RESOLVED that the total budget for preconstruction services shall not exceed $1,552,778.92.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the First Amendment.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

00763114

DEPARTMENT:

Amendment No. 1 to Design Build Agreement
Preconstruction & Construction Management Services
Downtown Water Main Replacement Program
City Project No. 21058-111

This Amendment No. 1 to the Design Build Agreement for Preconstruction & Construction Management Services is made and entered into this _____ day of _____, 202___, pursuant to the Design Build Agreement for Preconstruction & Construction Management Services dated September 8, 2023 ("Agreement") between Ric-Man Construction Florida, Inc. (Design-Builder"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

GENERAL DESCRIPTION

The Scope of Services sets forth the services, activities and responsibilities that will be performed by the Design-Build Team comprised of Ric-Man Construction Florida, Inc., and Freese and Nichols, Inc./Wade Trim (Engineer) and the Deliverables that will be provided by the Design-Build Team pursuant to the Agreement. The terms contained in this Scope of Services shall have all the meanings set forth in the Agreement unless otherwise defined herein.

The project generally consists of 2,900 LF of 24-in of water main replacement along 1st Avenue S from 16th Street S to Dr. MLK, Jr Street S

SCOPE OF SERVICES

The Design-Build Team's scope of services shall include pre-construction services as required during the design phases of the Project as set forth herein. The Design-Build Team shall continue to provide pre-construction services throughout the design phases of the Project as needed.

The Design-Build Team shall provide the following preconstruction phase services:

TASK 1 – PROJECT MANAGEMENT – ADDITIONAL SERVICES

1.1 PROJECT MANAGEMENT SERVICES – ADDITIONAL SERVICES

The Design-Build Team shall provide a project management plan, updated for each design phase of the project. The Design-Build Team will setup project specific accounting and filing systems for the project. Monthly invoicing and reporting templates will be established.

Kick Off Meeting – the Design-Build Team will lead a project kick-off meeting with the City to discuss the project. This shall include an introduction of the Design-Build Team and responsibilities, discussion of City goals, reporting structure, meetings, City requirements, review preconstruction scope, review of electronic project document control site, and discussion of project schedule and budget. The Design-Build Team will chair the meeting and document/distribute meeting minutes for all attendees.

Project Coordination Meetings – for the duration of the pre-construction phase, the Design-Build Team will attend coordination meetings with the City once a month, for a period of six (6) months.

The Design-Build Team shall attend regularly scheduled Project Team meetings with the City, during the design phases of the Project to advise them on matters of cost, schedule, site use,

DRAFT

utility relocations, on-site and off-site Improvements, maintenance of traffic and traffic control during construction, selection of materials, construction methods, construction details, building systems and equipment, phasing and sequencing. Meetings will be held at the City's office, at least bi-weekly.

Project administration shall include maintenance of the electronic project document control site, preparation of monthly invoices, and creation and distribution of monthly status reports.

Within ten (10) days after Notice to Proceed (NTP), the Design-Build Team shall establish a detailed Schedule of the pre-construction services during the design phases of the Project with the concurrence of the City. The Design-Build Team is responsible to monitor this schedule during the design phases of the Project, ensure that this schedule is updated, and advise the City of any deficiencies in adhering to this schedule by any party.

1.5 PERMITTING

The Design-Build Team will coordinate and submit required permits for the project and shall be responsible for evaluating the needs for each permit site. The Design-Build Team will conduct one (1) pre-application meeting for each permit application, submit permit application packages and provide responses for up to two (2) request for additional information (RAIs) for issuance of the permits. The permit application packages will include permit applications, plans, calculations, and any required documents to the regulatory and utility agencies for review and approval. This does not include preparation of any SWPPP permits for construction and assisting the City with the submission and filing of construction related permits.

The Design-Build Team shall obtain plan approvals for utility and engineering permits required by agencies with jurisdiction over the project area. The Design-Build Team shall be responsible for evaluating the need for pre-permit applications, permittee role, and exemptions needs for each project site.

The Design-Build Team shall be responsible to submit permit applications, plans, calculations, and any required documents to the regulatory and utility agencies for review and approval and make revision required to the contract documents to obtain the necessary approvals and permits.

The following permits are anticipated:

- FDEP/Pinellas County Health Department: DEP Form 62-555.900(7) Notice of Intent to use the General Permit for Construction of water Main Extensions for PWSs, or exemption under Florida Administrative Code (FAC) 62.555.520 (see subsection 4.1.11)
- Environmental Resource Permit or Exemption and State 404 Authorization
- Pinellas County Public Works ROW Utilization Permit/City of St Petersburg ROW Utilization Permit

TASK 2 – DATA COLLECTION/REVIEW – ADDITIONAL SERVICES

2.2 SITE VISIT

Onsite Condition Assessment **– t**he Design-Build Team shall conduct a thorough visual and photographic assessment of all proposed construction areas on the project site. Photos will be stored in the electronic project document control site.

2.3 DATA REVIEW AND EVALUATION

The Design-Build Team shall review exhibits provided by the City and shall collect data and review records to develop preliminary design layout with pipes route, size, and /or installation method.

DRAFT

Records for the project site will be obtained from the City. The Design-Build Team shall conduct necessary survey and mapping of the project area, initiate coordination with utility agency owners (UAOs), and arrange for any required re-locations determine preliminary pipeline alignments to identify potential easements, impacts to trees and landscaping, and other concerns relevant to the project site.

TASK 8 – DESIGN AND CONSTRUCTABILITY REVIEW

8.1 PRELIMINARY ENGINEERING

Preliminary Engineering services shall include the following:

Geotechnical Engineering Services

- Geotechnical Engineering Services shall include standard penetration test (SPT) borings, ground penetrating radar investigations, and laboratory testing for existing site conditions.

Environmental Services

- Environmental Scientist Services shall include delineation of the boundaries of the wetlands and other surface waters in accordance with Chapter 62-340, F.A.C. and develop an Environmental Permit Narrative to be included in the Subconsultant's environmental permit applications.

8.2 60% DESIGN

Design Development

- 60% Design shall include horizontal alignment of utility relocations and Standard Water Main Construction Details (survey, preliminary layout and profile or section view at intersection or other utility conflict, geotechnical data and other relevant background information) as well as draft Technical Specifications.

8.3 90% DESIGN

Construction Documents

- 90% Design comprised of the sheets developed in the 60% complete stage including vertical alignment of the entire proposed water main (including all details, labels, etc.) and preparation of 90% complete Technical Specifications.

8.4 FINAL DESIGN

Final Plans sealed documents in PDF

- Final Signed and Sealed Design Plans to be used as the official Construction Documents shall include necessary review comments and corrections, including those required by the City and other permitting agencies.
- Final Technical Specifications to be signed and sealed and used as the official Construction Documents -shall include necessary review comments and corrections, including those required by the City and other permitting agencies.

8.5 CONSTRUCTABILITY REVIEW

The Design-Build Team's quality assurance and quality control (QA/QC) reviews will be conducted for each deliverable. The QA/QC professionals will be staff not routinely engaged in the project.

Subsequent to each design submittal the Design-Build Team will perform the following reviews of

DRAFT

the documents to assist with the design progression:

- Constructability review and recommendations
- Value Engineering assessment including recommendations and pricing for potential alternate designs, systems, materials and methods
- Provide options to gain efficiency in project delivery
- Advise on proposed site use and improvements, selection of materials, and equipment
- Advise on availability of labor and materials

Constructability Review shall include review the design throughout the pre-construction phase as to constructability. A constructability report shall be included in the Design-Build Team's design phase submittal. At a minimum, each such written report shall contain:

- A description of the constructability issue with background Information;
- Written recommendations for addressing each specific Issue.

TASK 9 – GUARANTEED MAXIMUM PRICE SUBMITTAL

9.1 MARKET CONDITIONS

The Design-Build Team will provide an ongoing assessment of current market conditions at each design phase progression's such as:

- Materials and equipment availability and lead times
- General and specialized labor availability
- Apprentice and Disadvantaged workforce evaluation
- Sub-trade workload evaluation
- Commodity market price variances
- SBE, Disadvantaged Worker, and Apprentice Worker market evaluations

9.2 SUBCONTRACTOR AND SUPPLIER PROCUREMENT

The Design-Build Team will be responsible for providing a comprehensive Subcontractor Selection Plan for assignment of subcontractors. This plan includes creation of specific bid packages for trades and materials as the project progresses. The Design-Build Team will also administer programs to develop bidder interest through open houses and project workshops. The Design-Build Team will maintain SBE, Disadvantaged work, and Apprentice worker programs for compliance with the City's requirements. The Design-Build Team shall conduct two presentations to the SBE Committee outlining their Outreach Plan/planned goals, and update on their SBE outreach process.

Items suitable for Owner Direct Purchase (ODP) will be identified and the Design-Build Team will collaborate with the City for administration of all ODP contracts.

9.3 GMP PROPOSAL

At 90% Design Submittal, the Design-Build Team will prepare, review, and submit a Guaranteed Maximum Price Proposal for the work contained in the construction phase of the project. This detailed estimate will include assumptions, clarifications, pricing breakdown, reference documents, a final project schedule, contractor's certification, and other items requested by the City. The Design-Build Team and the City will hold a meeting to review this proposal in detail. The Design-Build Team will subsequently address the City's comments with regards to budget or schedule and continually update the GMP until approved by the City.

The City will provide a GMP template cover page for the use in developing the GMP. The GMP

DRAFT

shall comprise of:

- Cost of work
- General Conditions
- Design-Build Team Contingency
- Design-Build Team Fee (shall be applied to Cost of work, General Conditions and Design-Build Team Contingency)
- Insurance
- Bonds
- Owner Contingency
- Project Close Out Requirements

Note that buyout savings will be added to the Owner Contingency and all unused buyout will be returned to the Owner upon completion of the Project.

The Design-Build Team shall identify elements to conduct self-performance to be approved by the Owner.

The Design-Build Team will be paid on a lump sum basis pursuant to the fee schedule and rates set forth in Exhibit C - Preconstruction Staffing Plan, provided that the amount of such payment shall not exceed the amount set forth § 5.1.1 of A133-2019, as modified by the Owner.

TASK 10 – PUBLIC ENGAGEMENT

10.1 PUBLIC ENGAGEMENT COORDINATION

The Design-Build Team will support one (1) public meeting conducted by the City to engage stakeholders. The Design-Build Team will:

- Create a PowerPoint presentation using the City's template and messaging to address: project need, intent and benefits, project location, site layout, how community input received to date has been evaluated and implemented, and what to expect during construction.
- Create two (2) 24" x 36" foam core display boards for the meeting showing the project location and site layout.
- Attend the meeting and document stakeholder input.

DELIVERABLES

- 60% Design
- 90% Design
- Permit Applications
- Final Permits
- Final Plans and Technical Specifications
- Guaranteed Maximum Price

DRAFT

SCHEDULE

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

Task	Number of Days from NTP (Calendar Days)
Task 1 – Kick Off Meeting	10
Task 2.1 – Site Visit	14
Task 2.2 – Data Review and Evaluation	21
Task 3.2– 60% Submittal	84
City Review	91
Task 1.2 – Permitting	130
Task 3.3 – 90% Submittal	130
Task 4.3 – GMP Proposal	130
City Review	137
Task 3.4 – Final Submittal	180

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

DRAFT

I. Manpower Estimate: All Tasks

	Direct Labor Rates Classifications	Ric-Man Progressive Design Build Manager	Ric-Man Project Principal/QC	Ric-Man Construction Coordinator	Ric-Man Estimator	Ric-Man Accountant	Freese and Nichols Project Manager	Freese and Nichols Senior Advisor	Freese and Nichols Project Engineer	Freese and Nichols Designer	Freese and Nichols Accounting	Freese and Nichols Principal	Freese and Nichols Construct. Review	Wade Trim Senior Principal	Wade Trim Project Engineer VI	Wade Trim Senior Professional	Wade Trim Professional Engineer II	Wade Trim Engineer II	Wade Trim CAD Technician V	Wade Trim Project Aide IV	Total Hours	Labor Cost
	Billing Rates	$ 276.25	$ 357.80	$ 259.51	$ 221.31	$ 129.60	$ 384.39	$ 373.70	$ 268.81	$ 165.02	$ 184.04	$ 384.39	$ 292.71	$ 390.00	$ 260.00	$ 330.00	$ 170.00	$ 130.00	$ 150.00	$ 90.00		
	TASK																					
1	**Project Administration**	**80**	**20**	**0**	**20**	**5**	**19**	**2**	**0**	**2**	**6**	**2**	**0**	**9**	**156**	**2**	**22**	**46**	**46**	**2**	**439**	**$ 105,114.07**
1.1	Project Management	68	18	0	20	5	18	2	0	2	6	2	0	9	88	2	6	2	2	2	252	$ 68,979.08
	Project Setup	20	14	0	2	3	2	0	0	0	0	0	0	2	2	0	0	0	0	2	47	$ 13,614.40
	Internal Kickoff Meeting	2	2	0	1	0	1	0	0	1	0	0	0	1	4	2	2	2	2	0	20	$ 5,028.82
	External Kickoff Meeting	10	0	0	1	0	1	0	0	1	0	0	0	0	4	0	0	4	0	0	21	$ 5,253.22
	Project Coordination Meetings	12	0	0	0	0	4	0	0	0	0	0	0	0	12	0	0	0	0	0	28	$ 7,972.56
	Project Team Meetings	12	0	0	16	0	4	0	0	0	0	0	0	0	48	0	0	0	0	0	80	$ 20,873.52
	Project Administration	12	2	0	0	2	6	2	0	0	6	2	0	6	18	0	0	0	0	0	56	$ 16,236.56
1.2	Permitting	12	2	0	0	0	1	0	0	0	0	0	0	0	68	0	16	44	44	0	187	$ 37,134.99
	FDEP PWS, FDEP ERP / 404, ROW	2	1	0	0	0	1	0	0	0	0	0	0	0	12	0	16	0	12	0	44	$ 8,904.69
	Preapplication Meetings x 4 permits	2	0	0	0	0	0	0	0	0	0	0	0	0	8	0	0	4	0	0	14	$ 3,152.50
	Permit Application Review x 4	2	0	0	0	0	0	0	0	0	0	0	0	0	8	0	0	8	0	0	18	$ 3,672.50
	Complete Permit Applications x 4	2	0	0	0	0	0	0	0	0	0	0	0	0	16	0	0	16	16	0	50	$ 9,192.50
	Submit Permit Application x 4	2	1	0	0	0	0	0	0	0	0	0	0	0	8	0	0	0	0	0	11	$ 2,990.30
	(2) RAIs x 4	2	0	0	0	0	0	0	0	0	0	0	0	0	16	0	0	16	16	0	50	$ 9,192.50
2	**Data Review and Evaluation**	**10**	**5**	**0**	**5**	**0**	**3**	**0**	**4**	**0**	**0**	**0**	**0**	**0**	**12**	**8**	**44**	**44**	**4**	**0**	**139**	**$ 27,446.46**
2.1	Site Visit	5	0	0	0	0	2	0	2	0	0	0	0	0	4	4	4	4	4	0	29	$ 6,847.65
	Onsite Condition Assessment	5	0	0	0	0	2	0	2	0	0	0	0	0	4	4	4	4	4	0	29	$ 6,847.65
2.2	Data Review and Evaluation	5	5	0	5	0	1	0	2	0	0	0	0	0	8	4	40	40	0	0	110	$ 20,598.81
	Data Review and Evaluation	5	5	0	5	0	1	0	2	0	0	0	0	0	8	4	40	40	0	0	110	$ 20,598.81
3	**Design and Constructability Review**	**40**	**10**	**20**	**20**	**5**	**8**	**0**	**8**	**8**	**0**	**0**	**3**	**6**	**110**	**62**	**166**	**520**	**440**	**56**	**1,482**	**$ 250,576.29**
3.1	Preliminary Engineering	0	0	0	0	0	2	0	2	0	0	0	0	0	8	0	8	32	32	0	84	$ 13,706.40
	Geotechnical	0	0	0	0	0	1	0	1	0	0	0	0	0	2	0	2	8	8	0	22	$ 3,753.20
	Utilities	0	0	0	0	0	1	0	1	0	0	0	0	0	2	0	2	8	8	0	22	$ 3,753.20
	Environmental Scientist	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	2	8	8	0	20	$ 3,100.00
	Structural Evaluation	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	2	8	8	0	20	$ 3,100.00
3.2	60% Design	6	2	5	5	0	2	0	2	4	0	0	0	0	30	24	58	188	148	20	494	$ 80,763.69
	Weekly Design Team Meetings	1	0	1	1	0	0	0	0	0	0	0	0	0	8	4	8	8	8	0	39	$ 7,757.07
	Sheet Set Up	1	0	0	0	0	0	0	0	4	0	0	0	0	2	0	8	20	20	0	55	$ 8,416.33
	Draft Tech Specs	1	0	0	0	0	0	0	0	0	0	0	0	0	8	0	20	40	0	20	89	$ 12,756.25
	60% Design	1	0	0	0	0	2	0	2	0	0	0	0	0	8	2		80	80	0	175	$ 26,722.05
	60% Design QC	1	1	2	2	0	0	0	0	0	0	0	0	0	2	16	2	0	0	0	26	$ 7,735.89
	60% Design QC Integration Deliverable	1	1	2	2	0	0	0	0	0	0	0	0	0	2	2	20	40	40	0	110	$ 17,375.69
3.3	90% Design	6	2	5	5	0	2	0	2	2	0	0	0	0	26	12	54	176	144	16	452	$ 72,233.04
	Weekly Design Team Meetings	1	0	1	1	0	0	0	0	0	0	0	0	0	8	0	8	8	8	0	39	$ 6,437.07
	Integrate Client and Owner 60% Comments	1	0	0	0	0	0	0	0	0	0	0	0	0	2	0	4	8	16	0	31	$ 4,916.25
	90% Tech Specs	1	0	0	0	0	0	0	0	0	0	0	0	0	4	0	20	40	0	16	81	$ 11,356.25
	90% Design	1	0	0	0	0	2	0	2	2	0	0	0	0	8	2		80	80	0	177	$ 27,052.03
	90% Design QC	1	1	2	2	0	0	0	0	0	0	0	0	0	2	8	2	0	0	0	18	$ 5,095.69
	90% Design QC Integration Deliverable	1	1	2	2	0	0	0	0	0	0	0	0	0	2	2	20	40	40	0	110	$ 17,375.69
3.4	Final Issued for Construction Plans	8	2	4	4	0	2	0	2	2	0	0	0	6	46	20	46	124	116	20	408	$ 72,505.82
	Weekly Design Team Meetings	1	0	1	1	0	0	0	0	0	0	0	0	0	4	0	4	4	4	0	19	$ 3,597.07
	Integrate Client and Owner 90% Comments	1	0	0	0	0	0	0	0	0	0	0	0	0	2	0	4	8	16	0	31	$ 4,916.25
	Final Tech Specs	1	0	0	0	0	0	0	0	0	0	0	0	0	8	0	8	20	0	4	41	$ 6,676.25
	Final Design	1	0	0	0	0	2	0	2	2	0	0	0	0	8	2		40	40	0	97	$ 15,852.66
	IFC Design QC	1	0	0	0	0	0	0	0	0	0	0	0	0	2	16	2	0	0	0	21	$ 6,416.25
	IFC Design QC Integration	1	1	1	1	0	0	0	0	0	0	0	0	0	2	2	16	40	40	0	104	$ 16,214.87
	IFC S&S	1	0	1	1	0	0	0	0	0	0	0	0	0	8	0	0	0	16	16	48	$ 6,677.07
	Design Submittal Review Meetings	1	1	1	1	0	0	0	0	0	0	0	0	6	12	6	12	12	0	0	52	$ 12,154.87
3.5	Constructability Reviews	20	4	6	6	5	0	0	0	0	0	0	3	0	0	0	0	0	0	0	44	$ 11,367.25
4	**Guaranteed Maximum Price Submittal**	**70**	**15**	**30**	**140**	**10**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**265**	**$ 64,769.20**
4.1	Marketing Conditions	8	2	5	15	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	32	$ 7,802.00
4.2	Subcontractor and Supplier Procurement	12	3	10	15	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	44	$ 10,821.55
4.3	EMP Development	50	10	15	110	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	189	$ 46,145.65
5	**Public Engagement**	**10**	**5**	**5**	**0**	**5**	**2**	**0**	**2**	**0**	**0**	**0**	**0**	**0**	**4**	**0**	**4**	**0**	**0**	**0**	**37**	**$ 9,523.45**
5.1	Public Engagement	10	5	5	0	5	2	0	2	0	0	0	0	0	4	0	4	0	0	0	37	$ 9,523.45
	Total	**210**	**55**	**55**	**185**	**25**	**32**	**2**	**14**	**10**	**6**	**2**	**3**	**15**	**282**	**72**	**236**	**610**	**490**	**58**	**2,362**	**$ 458,429.47**

II. Fee Calculation

Task	Labor Cost	Expenses[1]	Subconsultant Services Lighthouse (MOT)	Subconsultant Services Terra (Geotechnical)	Subconsultant Services Earth Resources (Env Svcs)	Subconsultant Services Valerin (Public Engagement)	Mark-up on Subconsultant Services[2]	Total Cost Without Allowance
1	$106,114.07	$8,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$114,114.07
2	$27,446.46	$1,200.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,646.46
3	$250,576.29	$3,500.00	$19,874.91	$32,000.00	$18,783.00	$0.00	$3,532.90	$328,367.30
4	$64,769.20	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$64,769.20
5	$9,523.45	$200.00	$0.00	$0.00	$0.00	$29,695.00	$1,484.75	$40,903.20
Total	$458,429.47	$12,900.00	$19,874.91	$32,000.00	$18,783.00	$29,695.00	$5,017.65	$576,700.03

III. Fee Limit

Lump Sum Cost	$576,700.03
Allowance[3]	$100,000.00
Total:	**$676,700.03**

IV. Notes:

1. Rates and Multiplier per contract.
2. Includes expenses for: Printing, Mileage and Scheduling.
3. Includes 5% percent markup of SUBCONSULTANT.
4. Allowance to be used only upon CITY's written authorization.

DRAFT



Document Path: S:\ArcGIS\2024\ENG\21058-111DTWMReplacementProgram.aprx

ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT
CITY of ST PETERSBURG

APPROVED BY:

DATE: 8/9/2024

DOWNTOWN WATERMAIN REPLACEMENT PROGRAM
Project No. 21058-111

st.petersburg
www.stpete.org

Approvals - gcc
Report • Printed on August 22, 2024

Approved

9/5 Council - Ric-Man - DT Water Main - DB Amendment No. 1

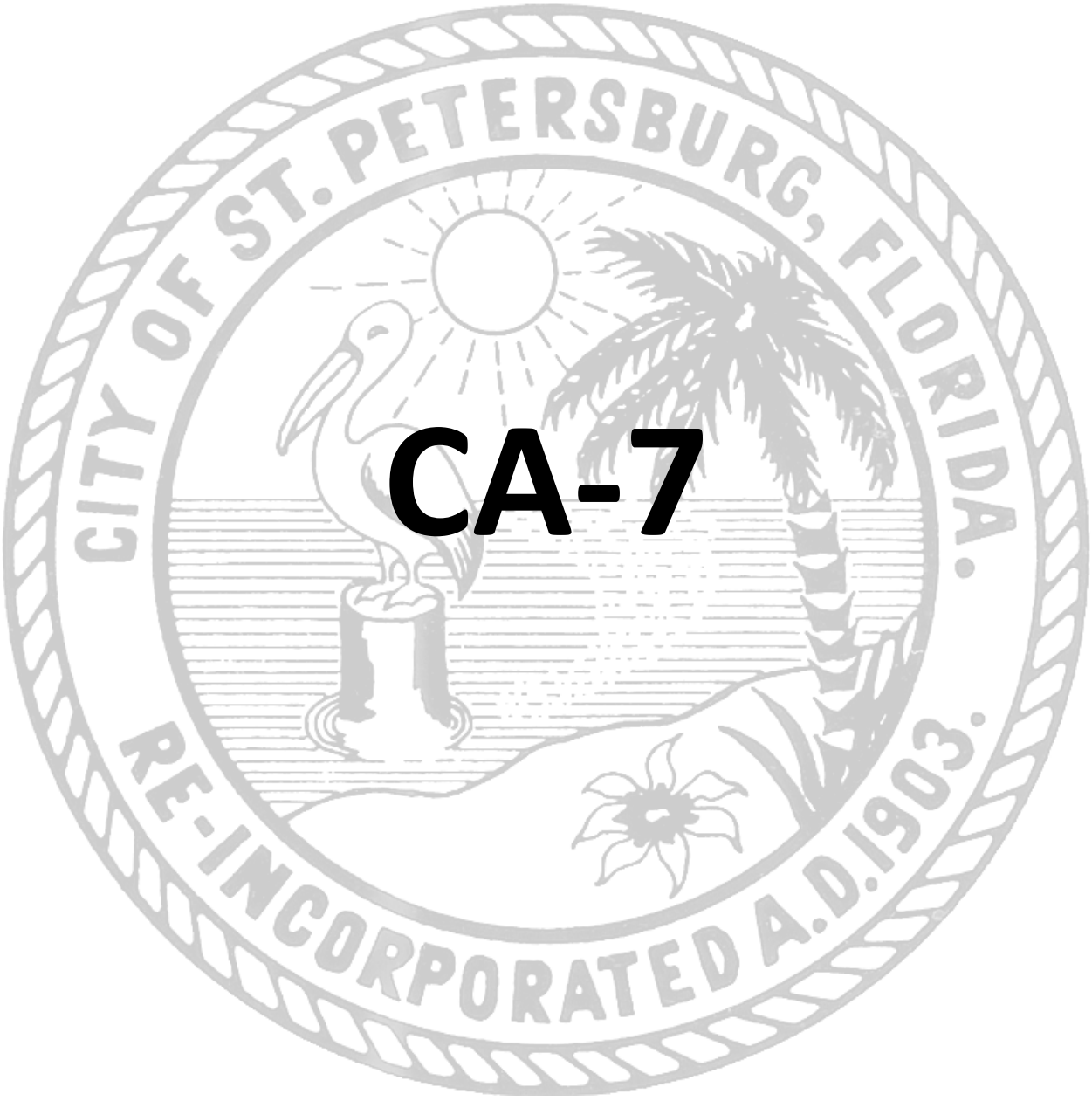
Attachments

Ric-Man - DT Water Main - DB
https://stpete1-my.sharepoint.com/:l

Final status: Approved

CT	**Step 3: Approved by**	
	Claude Tankersley	8/22/2024 2:32:53 PM
MW	**Step 2: Approved by**	
	Margaret B. Wahl	8/22/2024 2:32:28 PM
BP	**Step 1: Approved by**	
	Brejesh Prayman	8/22/2024 2:29:42 PM
SJ	**Requested by**	
	Sarah B. Johnson	8/22/2024 2:29:05 PM

The following page(s) contain the backup material for Agenda Item: A resolution approving funding for various social service agencies in the amount of $700,000 for the period of October 1, 2024 through September 30, 2025 on the recommendation of the Social Services Allocations Committee; approving the form grant agreement; authorizing the Mayor or his designee to execute the City's form grant agreement and all other documents necessary to effectuate these transactions; authorizing the City Attorney or her designee to make non-substantive changes to the City's form grant agreement; and providing an effective date.
Please scroll down to view the backup material.



CA-7

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of September 5, 2024

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

SUBJECT: Approval of funding for social services programs for the period of October 1, 2024, through September 30, 2025. The resolution presented for your consideration provides funding in the amount of $700,000.

EXPLANATION: The Social Services Allocations Committee ("SSAC") has met during the past few months and reviewed the applications submitted by social service organizations for the City's Social Action Funding (SAF). For FY 2025, the SSAC considered funding for programs that provide homeless services and homeless prevention services (HUD definition was included in the application) to residents of St. Petersburg. Funding priority was in accordance with the local Homeless Continuum of Care priorities, and funding was recommended for programs that serve:

- Families with children aged 0-5 years old
- Families with children aged 6-17 years old
- Elderly over 62 years
- Unaccompanied youth
- Veterans
- Survivors of Domestic Violence
- Chronically homeless as defined by HUD
- Youth aging out of foster care

All interested parties were notified on May 3, 2024, to submit applications for funding with a June 20, 2024, deadline. A Bidders and Technical Workshop was held on May 14, 2024, via Zoom, for prospective applicants. This year all Social Action Funding (SAF) was available on a competitive basis, and applications were required to be submitted electronically no later than 4:00 pm on the deadline date. A total of 14 requests for funding were received. However, 1 application was rejected for failure to meet the "Fatal Criteria" established by the SAF Guidelines. The total amount requested by the remaining 10 agencies, which applied for 13 different programs, was $1,010,784.02, which was $310,784.02 above the anticipated budget of $700,000.

On August 13, 2024, the SSAC met for deliberations and to make recommendations for the funding in FY 2025. At the conclusion of the deliberations, the SSAC recommended full funding for six (6) of the responsive agencies for seven (7) programs, and partial funding for four (4) agencies for four (4) programs. The total amount for these 11 programs is $700,000.

The SSAC, as required by Council Resolution, has nine (9) members; one representative from City Council and eight (8) appointed by the Mayor with concurrence of City Council.

The SSAC is recommending funding for 11 programs in FY 2025 Social Action Funding, each of which are enumerated in the attached resolution. This resolution approves funding totaling $700,000.

RECOMMENDATIONS:

The Social Services Allocations Committee recommends City Council adopt the attached resolution approving funding for various social service agencies in the amount of $700.000 for the period of October 1, 2024 through September 30, 2025 on the recommendation of the Social Services Allocations Committee; approving the form grant agreement; authorizing the Mayor or his designee to execute the City's form grant agreement and all other documents necessary to effectuate these transactions; authorizing the City Attorney or her designee to make non-substantive changes to the City's form grant agreement, and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the General Fund (0001), Housing and Community Development Department, Veterans, Social, and Homeless Services Division (082-2327).

APPROVALS:

Administrative: A. Foster

Budget: Lance Stanford

ATTACHMENTS: Resolution
FY25 Form Grant Agreement

Resolution No. _____

A RESOLUTION APPROVING FUNDING FOR VARIOUS SOCIAL SERVICE AGENCIES IN THE AMOUNT OF $700,000 FOR THE PERIOD OF OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025 ON THE RECOMMENDATION OF THE SOCIAL SERVICES ALLOCATIONS COMMITTEE; APPROVING THE FORM GRANT AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CITY'S FORM GRANT AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AUTHORIZING THE CITY ATTORNEY OR HER DESIGNEE TO MAKE NON-SUBSTANTIVE CHANGES TO THE CITY'S FORM GRANT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg authorizes financial assistance to Social Service Agencies in the community; and

WHEREAS, the Social Services Allocations Committee has reviewed all eligible agencies and presented its recommendations for the period of October 1, 2024, through September 30, 2025; and

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

WHEREAS, the funds are available in the General Fund (0001), Housing and Community Development Department (082), Veterans, Social & Homeless Services Division (2327) budget; and

WHEREAS, all agencies to be funded, as specified below, met the requirements set forth in the grant application and will be required to execute the form grant agreement which sets forth the terms and conditions related to such funding.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that on the recommendation of the Social Services Allocations Committee, the below agencies be funded, as listed, for the period of October 1, 2024, through September 30, 2025:

Agency	Program	Amount	Use
Boley Centers, Inc.	Homeless Family Housing and Support	$97,800	Partial Salary/Fringe: Family Services Manager and Family

Agency	Program	Amount	Use
			Housing Specialist
Community Action Stops Abuse, Inc. (CASA)	Emergency Shelter	$50,000	Partial Salary/Fringe: Lead Maintenance Technician, maintenance/repair of facility, operating supplies and food
Directions for Mental Health, Inc.	Storage Units	$75,000	Partial salary/fringe for Case Manager, direct support to clients and operational costs
Directions for Mental Health, Inc.	Street Outreach Discretionary Funds	$100,000	Partial salary/fringe for Case Manager, direct support to clients and operational costs
Homeless Leadership Alliance of Pinellas	Homeless Hotline	$68,000	Partial Salary/Fringe for an Intake Team Lead
Homeless Leadership Alliance of Pinellas	Preventing and Diverting St. Petersburg Citizens from Homelessness	$50,000	Flexible financial assistance to assist individuals and families through diversion and prevention to avoid homelessness.
Hope Villages of America	Domestic Violence Case Management	$25,000	Partial Salary/Fringe for Case Manager & operational expenses
Metropolitian Ministries	NeighborHOPE	$42,100	Partial Salary/Fringe for System Navigator and Associate Director of Community Collaborations and direct financial assistance to residents.
Pinellas Opportunity Council	Emergency Assistance Program	$100,000	Direct client emergency financial assistance
Volunteers of America of Florida, Inc	VOAFL Housing and Homeless Prevention Services	$42,100	Partial Salary & Fringe for 3 positions: Licensed Clinician, Independent Living Coach (ILC), and Peer Specialist (lived experience position)
WestCare GulfCoast-Florida, Inc.	Mustard Seed Inn - Transitional Housing	$50,000	Partial Salary/Fringe for 3 positions: Peer Support/Case Manager, Lead Behavioral Health Technician, Data Services Coordinator
TOTAL		$700,000	

BE IT FURTHER RESOLVED that the form grant agreement is hereby approved.

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

BE IT FURTHER RESOLVED that the City Attorney or her designee is authorized to make non-substantive changes to the form grant agreement.

This resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)

DEPARTMENT:



AGREEMENT

THIS AGREEMENT ("Agreement") is made this 1st day of October, 2024, between the City of St. Petersburg, Florida, a municipal corporation existing by and under the laws of the State of Florida, ("City) and _____, a non-profit corporation, ("Agency") (collectively, "Parties") with regard to the following matters.

R E C I T A L S:

WHEREAS, the City desires to utilize a portion of its available funds to assist organizations that provide community services within Pinellas County; and

WHEREAS, the Agency is a voluntary, non-profit corporation which is open to the public and is dedicated to a valid public purpose; and

WHEREAS, the City recognizes that the Agency is providing an essential service within the community and has demonstrated the need for financial assistance.

NOW, THEREFORE, for and in consideration of the foregoing recitals, which are hereby adopted as an integral part of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Agency covenant and agree as follows:

1. **Grant of Funds**: The City hereby grants the herein described funds to the Agency subject to the terms and conditions of this Agreement. If this Agreement is not properly executed by the Agency and delivered to the City within forty-four (44) days of City Council approval of the herein described funding, the City may disqualify the Agency from receiving the herein described funds and such funds shall revert to the City.

2. **Program Plan and Program Budget:** The Agency shall comply with all the terms and conditions of this Agreement, including but not limited to the Program Plan ("Plan") and Program Budget ("Budget") which is attached hereto as Exhibit A and made a part of this Agreement. The Agency shall comply with any written instructions or conditions placed on the Plan or Budget.

3. **Grant Period:**

   (a) The term of this Agreement is from October 1, 2024 through September 30, 2025 ("Term" or "Grant Period"). Except as expressly provided in Paragraph 3(b) below, funds not expended by the end of the Term shall immediately revert to the City.

   (b) The Mayor, or his designee, may authorize the extension of the Term for up to ninety (90) days to allow the Agency to complete the Plan in a timely manner if the Agency is in compliance with this Agreement and the Agency is taking reasonable steps to complete the Plan within such ninety (90) day period.

4. **Financial Records and Reports and Workshop:**

(a) The Agency shall submit to the City quarterly (or monthly) reports detailing revenues and expenditures relative to the Plan and Budget. These reports shall be provided to the City by the deadlines set forth in Exhibit A. If the Term is extended pursuant to Paragraph 3(b), above, Agency shall submit an additional report at the conclusion of the extended Term.

(b) The Agency shall also submit a Program Outcome Objectives Matrix, attached hereto and made a part of this Agreement as Exhibit B, which shall describe the monthly or quarterly activity towards each objective goal(s) of the program(s) and the levels of service provided to the community for the preceding month or quarter as represented in the application for funding. This report shall be submitted at the same time as the quarterly (or monthly) revenue and expenditure report.

(c) If directed by the City, the Agency shall attend a workshop prior to receiving any reimbursements pursuant to this Agreement.

(d) Failure to provide the quarterly (or monthly) revenue and expenditure reports and Program Outcome Objective Management Report within the time period required by this Agreement is grounds for termination of this Agreement and may cause the Agency to be ineligible to apply to the City for funds in subsequent years. Failure to attend the aforementioned workshop as required by the City is grounds for termination of this Agreement and may cause the Agency to be ineligible to apply to the City for funds in subsequent years.

5. **Participation in Homeless Leadership Alliance of Pinellas, Housing First and Coordinated Entry**

As a condition of receipt of Social Action Funding from the City of St Petersburg, the Agency agrees to regularly attend the meetings, and maintain member in good standing status with the Homeless Leadership Alliance of Pinellas Providers Council, to fully support the Housing First Resolution adopted by St. Petersburg City Council on June 2, 2016, and participate in the coordinated entry system as established and implemented by the local Continuum of Care.

6. **2-1-1 Tampa Bay Cares, Inc., Information Data Base**

The Agency agrees to maintain accurate and up-to-date agency and program data with the 2-1-1 Tampa Bay Cares, Inc. on-line database. Additionally, the Agency will list new or changed program(s) data or programs no longer in operation with 2-1-1 Tampa Bay Cares, Inc. within fifteen (15) calendar days of the date of program change.

7. **Pinellas Homeless Management Information System (PHMIS)**

(a) The Pinellas Homeless Management Information System (PHMIS) is a community shared client information data system for homeless services providers designed to measure system-wide effectiveness of client services. The Agency's active participation in compliance with data entry into the PHMIS system is required under this Agreement except as otherwise noted or prohibited by law.

(b) The Agency agrees to comply with all of the requirements of PHMIS and its system

including, but not limited to the requirements set forth in Exhibit C, which is attached to and made a part of this Agreement. The City may withhold funding to the Agency if the Agency fails to participate in PHMIS or fails to be compliant with PHMIS requirements at any time during the Term. It is the Agency's sole responsibility to familiarize itself with all the requirements of PHMIS and its system. Failure to comply with all the PHMIS requirements may cause the Agency to be ineligible to apply to the City for funds in subsequent years.

(c) The Agency shall submit the required PHMIS Report, based on type of service, as generated from the PHMIS system. This report shall be submitted at the same time as the quarterly (or monthly) revenue and expenditure reports and the Program Outcome Objective Management Report and shall describe the monthly or quarterly number of individuals or families served and the monthly or quarterly demographics related to the individuals or families served for the preceding month or quarter.

(d) In the event the Agency is prohibited by law from entering data into PHMIS, as an alternative to the requirements set forth in Paragraph 5, above, Agency shall provide a report to the City containing the data set forth in Exhibit D in a form acceptable to the City. This report shall be submitted at the same time as the quarterly (or monthly) revenue and expenditure reports and the Program Outcome Objective Management Report and shall describe the monthly or quarterly number of individuals or families served and the monthly or quarterly demographics related to the individuals or families served for the preceding month or quarter.

8. **Funding and Expenditures**:

(a) The City will fund the Agency in accordance with this Agreement, the Plan and Budget. This funding is subject to the provision that any and all monies owed to the City for any reason shall be paid in full prior to the disbursement of any monies hereunder.

(b) Disbursement of monies will be made on a reimbursement basis after the City's review and approval of documentation that evidences payment of expenditures for the items listed in Exhibit A.

i. All reimbursement requests shall include the following for each expenditure item listed in Exhibit A prior to each disbursement:

a) a copy of invoices with date of service or for purchase of eligible items. For material and supplies purchased, if applicable, the invoice or cash register receipt must have a description of each item for which reimbursement is requested and must be legible;

b) a copy of canceled checks or, bank and/or credit card statements from the Agency for payment. For an item to be approved for reimbursement, the name of the vendor on a canceled check must match the name of the vendor on the corresponding invoice; and

c) a copy of signed time sheets and payroll documentation for salary costs, if applicable.

ii. The total amount of funds disbursed by the City to the Agency shall not exceed $_____. Such funds shall be expended as outlined in this Agreement, the Plan, and the Budget.

iii. Reimbursement requests shall be made by the Agency during the first fifteen (15) days of any given calendar month in which the request is made. All requests for payment made after the fifteenth day of the month will be held for processing until the next month.

iv. Funds may be withheld at any time during the Term if the Agency is not in compliance with the terms and conditions of this Agreement or if the Agency is in violation of any applicable Laws (as hereinafter defined). If funds are withheld the Agency may be ineligible to apply for funds in subsequent years.

v. The Agency shall be reimbursed only for those expenditures made during the Term.

(c) The Agency agrees (i) not to expend funds received under this Agreement for items which are not set forth in Exhibit A and (ii) not to expend funds in a total amount which exceeds the corresponding dollar value for any items in the Budget, unless the Agency obtains the prior written approval of the Mayor, or his designee.

(d) No requests for payment under this Agreement shall be accepted after October 6, 2025.

9. **Non-Expendable Property**: For purposes of this Agreement, "non-expendable property" shall mean all property which will not be consumed or lose its identity, costs $1,000 or more per unit, is purchased partly or wholly with City funds, and has a life expectancy in excess of one year. Non-expendable property will not be funded pursuant to this Agreement.

10. **Compliance with Laws**: The Agency shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida public records laws.

11. **Reservation of Rights:** In order to determine Agency's compliance with this Agreement, the City may at any reasonable time enter and inspect any premises used by the Agency under any part of the Plan funded under this Agreement. Such inspection may include, but shall not be limited to, review or analysis of the financial or service records of the Agency.

12. **Termination of Contract:**

(a) Termination for Cause. If, through any cause, the Agency shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Agency shall violate any of the covenants, conditions or stipulations of this Agreement, the City will thereupon have the right to immediately terminate this Agreement by giving notice to the Agency of such termination. Further, if the Agency uses any funds provided by this Agreement for any purpose or expense other than authorized under this Agreement, the Agency shall repay such amount and be deemed to have waived the privilege of receiving additional funds under this Agreement. Notwithstanding the foregoing, the Agency shall not be relieved of liability to the

City for damages sustained by the City by virtue of any breach of this Agreement by the Agency. In addition to the City's other rights and remedies and without limiting such other rights and remedies, the City may withhold any payments to the Agency equal to the amount of damages incurred by the City as a result of the Agency's breach. If the amount of damages incurred by the City cannot immediately be determined, the City may withhold any payments to the Agency equal to the estimated damages incurred by the City until such time as the exact amount of damages due the City from the Agency is determined.

(b) Termination for Convenience. This Agreement may be terminated at any time by the City for convenience upon thirty (30) days written notice to the Agency.

(c) Limitation of Liability. The City's liability and obligations to the Agency or any person alleging a claim pursuant to this Agreement or pursuant to the operation of a program provided by the herein described funds shall be limited solely to the amount and terms and conditions of this Agreement. Nothing herein shall be construed as imposing any liabilities or obligations on the City as to the Agency or any third parties.

(d) Notice of Termination. Notice of termination will be deemed given and delivered as set forth in Paragraph 16.

(e) Future Funding Eligibility. If this Agreement is terminated by the City for any reason, the City may declare that the Agency is not eligible to receive funds in subsequent years.

13. **Indemnification:**

(a) The Agency shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including but not limited to costs, expenses and attorneys' fees at trial and on appeal and Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any person or persons, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

i. The performance of this Agreement (including changes and amendments hereto) by the Agency, its employees, agents, representatives, contractors, subcontractors or volunteers; or

ii. The failure of the Agency, its employees, agents, representatives, contractors, subcontractors or volunteers to comply and conform with any applicable Laws; or

iii. Any negligent act or omission of the Agency, its employees, agents, representatives, contractors, subcontractors or volunteers, whether or not such negligence is claimed to be either solely that of the Agency, its employees, agents, representatives, contractors, subcontractors or

volunteers or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

iv. Any reckless or intentional wrongful act or omission of the Agency, its employees, agents, representatives, contractors, subcontractors or volunteers.

(b) The provisions of this paragraph 13 are independent of, and will not be limited by, any insurance required to be obtained by the Agency pursuant to this Agreement or otherwise obtained by the Agency, and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

14. **Insurance**:

(a) The Agency shall maintain insurance coverage in the form and amount deemed adequate by the City for all risks inherent in the functions and aspects of its operation, including but not limited to risks of fire and casualty, automobile coverage as required by law, workers' compensation insurance as required by law, employers' liability insurance, and general liability insurance for personal injury, property damage and contractual liability under this Agreement.

(b) The City hereby reserves the right to require the Agency to have the Indemnified Parties named as additional insured under all policies required to be obtained by Agency pursuant to this Agreement (except workers' compensation insurance). This right may be exercised at any time and may be exercised in the absolute discretion of the City, with or without stated reasons, by providing written notice to the Agency. The Agency shall have ten (10) days in which to comply. All required insurance policies shall provide that the City shall be afforded at least thirty (30) days advance written notice in the event of cancellation, reduction or material change in any policy. All insurance required shall be provided by responsible insurers licensed in the State of Florida and rated at least A - in the then current edition of Best's Insurance Guide.

(c) Prior to the City's distribution of any funds pursuant to this Agreement, the Agency shall provide the City with a certificate of insurance on a standard ACORD form reflecting all required coverage. At the City's request, the Agency shall provide copies of current policies with all applicable endorsements. The City reserves the right to request proof that the insurance premiums for the required policies have been paid.

15. **Records, Reports and Inspection**:

(a) The Agency shall maintain financial books, records, and accounting information related to this Agreement. These books, records, and information shall comply with generally accepted accounting principles. The Agency shall provide an independent audit of such books, records and information by a Certified Public Accountant upon request by the City, at no cost to the City, within ninety (90) days of such request. Except as otherwise authorized by the City, the Agency shall retain all such books, records and information for a minimum of five (5) years after the end of the Term. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

(b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders and any other accounting documents pertaining in whole or in part to this Agreement, and all such documents shall be clearly identified and accessible. The Agency, at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data and information as the City may request.

(c) The Agency shall, at any reasonable time requested by the City and as often as the City may deem necessary, make available to the City for examination all of its books, records and information with respect to all matters covered by this Agreement and shall permit the City or its designated authorized representatives to audit and inspect all such books, records and information, including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

16. **Notices:** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals or other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person to the authorized representative of the recipient provided below, upon the expiration of five (5) business days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the authorized representative of the recipient at the address provided below, or upon the date delivered by overnight courier (signature required) to the authorized representative of the recipient at the address provided below.

CITY OF ST. PETERSBURG: **AGENCY:**

Helen Rhymes
City of St. Petersburg
P.O. Box 2842
St. Petersburg, Florida 33731-2842

17. **Nondiscrimination:** The Agency, its employees, agents, representatives, contractors, subcontractors and volunteers shall not discriminate because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category; provided, however, that the City may not enforce this provision to prohibit or discriminate against religious exercise in a manner that would be proscribed by the United States Constitution or other applicable law.

18. **Additional Funding Sources:** The Agency agrees to make all reasonable efforts to obtain funding from additional sources wherever it may qualify.

19. **Funding Credit:** The Agency agrees to identify the City of St. Petersburg as a funding agency in all printed, informational and promotional materials.

20. **Assignment:** The Agency shall not assign this Agreement without the prior written consent of the City. Any assignment of this Agreement contrary to this paragraph 20 shall be void and shall confer no rights upon the assignee.

21. **Governing Law and Venue:** The laws of the State of Florida shall govern this Agreement. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of

Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense, 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.

22. **Due Authority:** Each party to this Agreement represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity under the laws of the State of Florida, and (ii) all appropriate action has been taken 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.

23. **Headings:** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

24. **Non-Appropriation:** The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

25. **No Third Party Beneficiaries:** Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.

26. **Entire Agreement and Modification:** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter covered herein and there are no oral representations, arrangements or understandings between or among the Parties relating to the subject matter of this Agreement. No change to this Agreement will be valid unless made by a written amendment executed by the Parties.

27. **Waiver:** No provision of this Agreement will be deemed waived by the City unless expressly waived in writing by the City. No waiver shall be implied by delay or any other act or omission of the City. No waiver by the City of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by the Agency shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

28. **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.

29. **City Consent and Action:**

    (a) For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement ("Approval") by the City means the Approval

of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

(b) For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

28. **Survival:** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.

29. **Agency Community Involvement:** By accepting this grant, the Agency is making a commitment to enhancing the delivery of community services to citizens of St. Petersburg and therefore agrees to communicate and collaborate with other providers, to participate in community meetings and activities, and to join associations whose objectives are commensurate with this commitment.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the City and the Agency have executed this Agreement as of the date first above written.

ATTEST:

_____
Chandrahasa Srinivasa, City Clerk

(Seal)

CITY OF ST. PETERSBURG, FLORIDA

By: _____
Amy Foster
Housing and Neighborhood
Services Administrator

WITNESSES (Agency):

Sign: _____

Print: _____

Sign: _____

Print: _____

AGENCY:

By:_____

Print: _____

Title: _____

Approved as to Form and Content:

_____
City Attorney (designee)

Exhibit A
Program Plan and Program Budget

of

Agency:_____

For Utilization of Grant Funds

Allocated by the City of St. Petersburg

According to City Council action, funding is approved as follows (subject to the terms and conditions of the Agreement):

Total Funds Allocated:$
(Not to exceed amount)

Program Period: October 1, 2024 through September 30, 2025

Program(s)	**Amount**	**Purpose**

Please Note: **Financial and Program Report Deadlines**

Quarter I = October 1, 2024 thru December 31, 2024	Report due 1/15/2025
Quarter II = January 1, 2025 thru March 31, 2025	Report due 4/15/2025
Quarter III = April 1, 2025 thru June 30, 2025	Report due 7/15/2025
Quarter IV = July 1, 2025 thru September 30, 2025	**Report due by October 6, 2025**

Agency Name**:**

Program Name:

City of St. Petersburg
Exhibit B
FY 2025 Program Outcome Objectives Matrix

Stated Program Goals for 2025: _____

_____

Measurable Objectives These are the objectives you identified in your 2025 application for Social Action Funding.	**Evaluation Method** Identify the tracking system used to measure these objectives**.**	**Monthly/Quarterly Activity**	**Year to date Activity**	**Outcome** Did you meet/are you on track to meet your objectives by September 30, 2025? If not, please explain why and the corrective measures you have taken to achieve these objectives.

Exhibit C
Pinellas Homeless Management Information System

Pinellas Homeless Management Information System (PHMIS)

This organization agrees to be a participating organization in the Pinellas Homeless Management Information System (PHMIS) and remain in active compliance. PHMIS is administered by the Homeless Leadership Alliance of Pinellas, Inc. PHMIS is a shared client management information system for agencies that provide services in Pinellas County to our homeless citizens. PHMIS measures system-wide effectiveness of the organizations that serve our homeless and at-risk of homelessness populations. This organization's active participation and ongoing compliance with the data entry requirements in PHMIS is required under this contract.

Active Participation

This organization will be considered an active participating member agency of PHMIS upon completion of the following steps:

- Initial Discovery Site Visit by PHMIS Staff
- PHMIS MOU & HIPAA Agreement Signed and on file at the Homeless Leadership Alliance of Pinellas, Inc.
- Agency Administrator/Point of Contact Designation Form is on file at Homeless Leadership Alliance of Pinellas, Inc.
- All necessary staff has completed at least PHMIS Level 1 Training & Homework.
- Data is being consistently entered into the PHMIS system in real-time.

This organization agrees to remain a participating and compliant organization with the Pinellas Homeless Management Information System (PHMIS). PHMIS staff will work with this organization to ensure active participation and compliance. Failure to participate, or remain in compliance, will result in termination of funding and may adversely impact the scoring of future funding applications.

Compliance

Compliance is measured after this organization has begun entering data into PHMIS. In addition to data entry requirements, this organization must comply with all PHMIS Policies and Procedures. Compliance will be reported to the homeless system of care monthly and annually though data quality report cards and status reports. These reports will come directly from the PHMIS staff from data entered into the PHMIS system by the PHMIS Member Agency.

As long as the PHMIS Member Agency is entering data and meeting all PHMIS Policies and Procedures, they will be considered in compliance in Good Standing.

Reporting

Organizations will submit one of the following PHMIS reports outlined below:

- Non-housing organizations: PHMIS Client Served Monthly Report

- Housing organizations: PHMIS Program Census Report in the advanced reporting section and COC APR Report in the basic reporting section.

For more information, please contact the PHMIS staff over the phone at 727-933-0100.

Confidentiality, Privacy and Security

This organization will ensure that all clients have current Client Consent form and/or Client Release of Information form on file or have one signed prior to entering client information into PHMIS. In no event shall a client's refusal to sign a Client Consent form or Client Release form preclude a client from receiving services, or be construed to preclude a client from receiving services provided by the Agency. If a client refuses to sign the Client Consent, please encourage them to sign the Client Release of Information Form. If the client will not sign either form, please note on the Client Consent form that the client refuses to sign the forms and then contact the PHMIS staff at 727-933-0100.

This organization shall not use or disclose any information which specifically identifies a recipient of services under this Agreement and shall adopt appropriate procedures for employees' handling of confidential information pursuant to applicable PHMIS Policies and Procedures as well as federal, state or local law and related regulations. The disclosure of client personal identifiable information (PII) violates the client's privacy and is a violation of the PHMIS Policies and Procedures. PHMIS data should never be shared without the written permission of the client. Violators may be subject to termination from the PHMIS system as well as reported to law enforcement to be prosecuted formally.

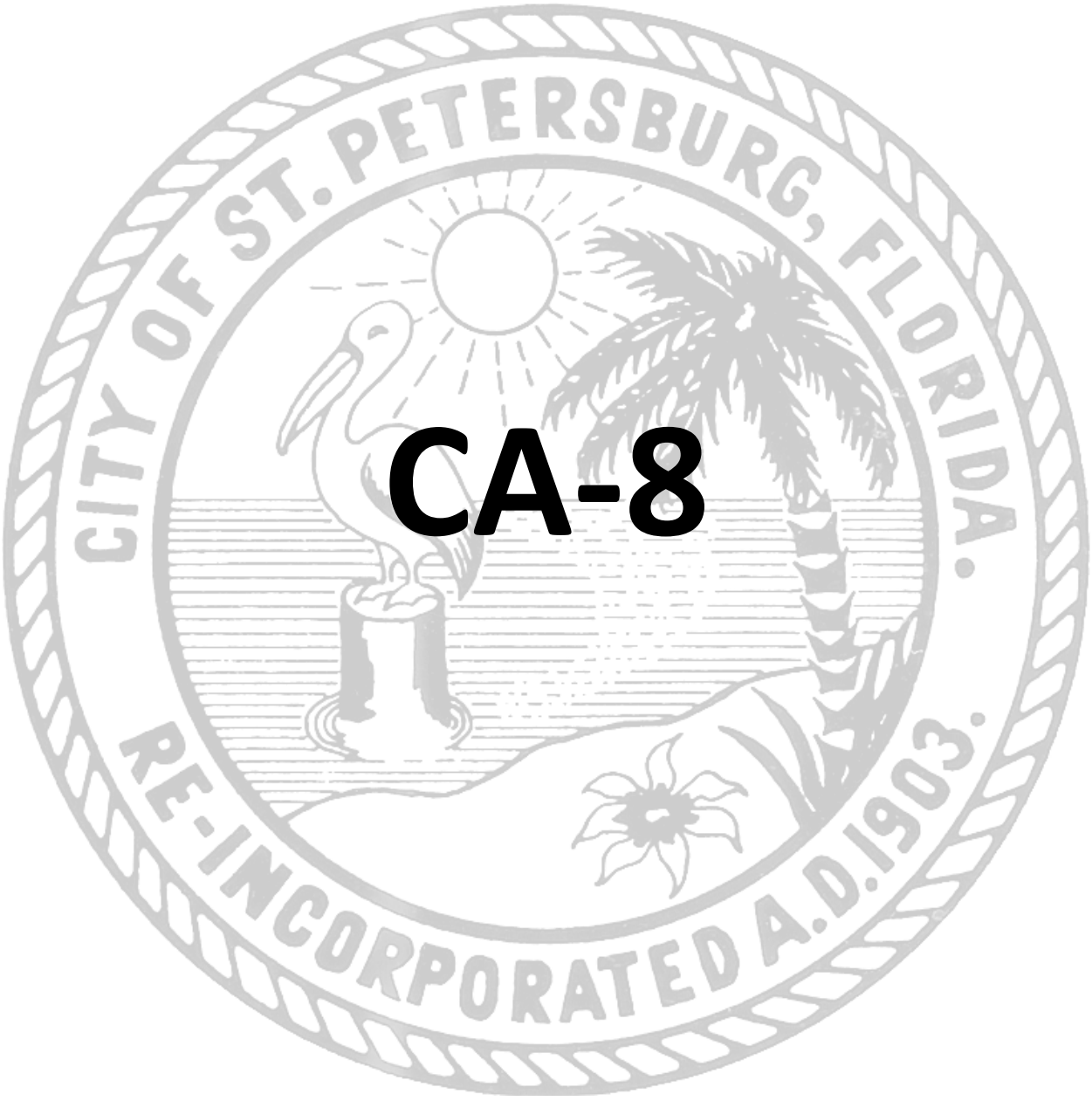
In the event of improper disclosure of client information, whether from PHMIS or any other data source, this organization will inform the contract manager and the PHMIS staff about the disclosure within 24 hours of becoming aware of the disclosure. This organization will take all necessary steps to correct and remedy any damage caused by the improper disclosure and will actively work to prevent future occurrences. If the disclosure involved PHMIS, this organization will inform the PHMIS staff about the disclosure within 48 hours of becoming aware of the disclosure. This organization may be placed on corrective action and required to follow the processes outlined in the PHMIS Policies and Procedures. This organization will comply with PHMIS staff recommendations to prevent future improper disclosures.

EXHIBIT D
Alternate Data Reporting

Agencies not permitted to enter data into the Pinellas Homeless Management Information System (PHMIS) shall provide a monthly or quarterly clients served report containing the following information:

- # of adults served
- Sex of each adult client (male, female, transgender, unknown)
- # of children served
- Sex of each child served (male, female, transgender, unknown)
- # of families served
- New or repeat client

The following page(s) contain the backup material for Agenda Item: A resolution authorizing the Mayor or his designee to accept a Federally funded grant in the maximum reimbursement amount of $505,523.96 as a subaward through the Florida Division of Emergency Management (the Division) under the Hazard Mitigation Grant Program (HMGP); authorizing the Mayor or his designee to execute the Federally funded Subaward and Grant Agreement between the City of St. Petersburg, Florida (the City) and the Division for the City to receive the grant and to execute all other documents necessary to effectuate this transaction; approving a transfer in the amount of $165,000 from the unappropriated balance of the Fleet Management Operating Fund (5001) to the General Capital Improvement Fund (3001); approving a supplemental appropriation in the amount of $670,523.96 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above grant revenues and transfer, to the Fleet Facility EOC Generator Project (20416); and providing an effective date.
Please scroll down to view the backup material.



CA-8

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of September 5, 2024

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

SUBJECT: A resolution authorizing the Mayor or his designee to accept a federally funded grant in the amount of $505,523.96 as a subaward through Florida Division of Emergency Management ("Division") under the Hazard Mitigation Grant Program ("HMGP"); authorizing the Mayor or his designee to execute the federally funded subaward and grant agreement between the City of St. Petersburg, Florida (the "City") and the Division for the City to receive the grant and to execute all other documents necessary; approving a transfer in the amount of $165,000 from the unappropriated balance of the Fleet Management Operating Fund (5001) to the General Capital Improvement Fund (3001); approving a supplemental appropriation in the amount of $670,523.96 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above grant revenues and transfer, to the Fleet EOC Facility Generator Project (20416); and providing an effective date.

EXPLANATION: The City is requesting approval to accept funding from the Federal Emergency Management Agency, Florida Division of Emergency Management, Hazard Mitigation Grant Program to fund the Fleet Management EOC Facility Generator Project. This funding will support the install of a 600KW generator and related necessary equipment and labor to provide electrical service to the Fleet Management Facility during power outages. The anticipated project cost, not including Sub-Recipient Management costs, is approximately $658,666. The grant will provide seventy-five percent (75%), or $493,999.50, with the City contributing the other twenty-five percent (25%), or $165,000. The award also includes an additional $11,524.46 in Sub-Recipient Management Costs, above the 75% award, for a total award of $505,523.96. The additional Sub-Recipient Management costs increases the total anticipated project to $670,523.96.

RECOMMENDATION: Administration recommends that City Council approve a resolution authorizing the Mayor or his designee to accept a federally funded grant in the amount of $505,523.96 as a subaward through Florida Division of Emergency Management ("Division") under the Hazard Mitigation Grant Program ("HMGP"); authorizing the Mayor or his designee to execute the federally funded subaward and grant agreement between the City of St. Petersburg, Florida (the "City") and the Division for the City to receive the grant and to execute all other documents necessary; approving a transfer in the amount of $165,000 from the unappropriated balance of the Fleet Management Operating Fund (5001) to the General Capital Improvement Fund

(3001); approving a supplemental appropriation in the amount of $670,523.96 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above grant revenues and transfer, to the Fleet EOC Facility Generator Project (20416); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Revenues of up to $505,523.96 are to be received from the Florida Division of Emergency Management and deposited into the General Capital Improvement Fund (3001). The City is required to provide a 25% match to the grant in the amount of $165,000. Funds will be available after the approval of a transfer in the amount of $165,000 from the unappropriated balance of the Fleet Management Operating Fund (5001) to the General Capital Improvement Fund (3001) and a supplemental appropriation in the amount of $670,523.96 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above grant revenues and transfer, to the Fleet EOC Facility Generator Project (20416).

ATTACHMENTS**:** Resolution
FEMA FDEM HMGP Sub-Recipient Grant Agreement

APROVALS**:**

Administration: Claude D Tankersley

Budget:

Resolution No. 2024 - _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT A FEDERALLY FUNDED GRANT IN THE MAXIMUM REIMBURSEMENT AMOUNT OF $505,523.96 AS A SUBAWARD THROUGH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT (THE "DIVISION") UNDER THE HAZARD MITIGATION GRANT PROGRAM ("HMGP"); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA (THE "CITY") AND THE DIVISION FOR THE CITY TO RECEIVE THE GRANT AND TO EXECUTE ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A TRANSFER IN THE AMOUNT OF $165,000 FROM THE UNAPPROPRIATED BALANCE OF THE FLEET MANAGEMENT OPERATING FUND (5001) TO THE GENERAL CAPITAL IMPROVEMENT FUND (3001); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $670,523.96 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THE ABOVE GRANT REVENUES AND TRANSFER, TO THE FLEET FACILITY EOC GENERATOR PROJECT (20416); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Division received funding from the Federal government's Federal Emergency Management Agency, and the Division has allocated funding for the reduction or mitigation of damage that might otherwise occur from severe weather or other hazards through the Hazard Mitigation Grant Program ("HMGP"); and

WHEREAS, the City is the owner of the Fleet Management Facility; and

WHEREAS, the Division has determined the City is eligible for funding in an amount not to exceed $505,523.96 to purchase and install a 600kW generator and related necessary equipment and labor to provide electrical service to Fleet Management Facility during power outages; and

WHEREAS, the grant funding will provide for seventy-five percent (75%) of the anticipated project cost, with the City contributing the other twenty-five percent (25%); and

WHEREAS, in order to receive such funding, the City must enter into the Federally Funded Sub-Award and Grant Agreement with the Division; and

WHEREAS, City Administration recommends approval of the Subaward and Grant Agreement; and

WHEREAS, an additional estimated $32,933 in funding may become available for unforeseen conditions related to the project with the prior written approval from the Division and would be subject to further approval by City Council.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor or his designee is authorized to accept the Federally-funded grant in the maximum reimbursement amount of $505,523.96 as a subaward through the Florida Division of Emergency Management under the Hazard Mitigation Grant Program ("HMGP") for a generator at the Fleet Management Facility.

BE IT FURTHER RESOLVED that the Mayor or his Designee is authorized to execute the Federally funded Subaward and Grant Agreement between the City of St. Petersburg, Florida and the Florida Division of Emergency Management and to execute all other documents necessary to effectuate this transaction.

BE IT FURTHER RESOLVED that there is hereby approved the following transfer for FY24 from the unappropriated balance of the Fleet Management Operating Fund (5001) to the General Capital Improvement Fund (3001):

Fleet Management Operating Fund (5001)	
Transfer to: General Capital Improvement Fund (3001)	$165,000

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

General Capital Improvement Fund (3001)	
Fleet Facility EOC Generator Project (20416)	$670,523.96

This Resolution shall become effective immediately upon its adoption.

LEGAL:

Shawn Michnowicz
00764207

BUDGET:

E Makofske

DEPARTMENT:

Claude D Tankersley

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of St. Petersburg
PROJECT #:	4673-024-R
PROJECT TITLE:	City of St. Petersburg, Fleet Management Facility, Generator
CONTRACT #:	H1077
MODIFICATION #:	

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Benjamin Gelb Administrative Services Manager 1800 7th Avenue North St. Petersburg, Florida 33713

Enclosed is your copy of the proposed contract/modification between **City of St. Petersburg** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☐	This form is required to be included with all Reviews, Approvals, and Submittals
☐	Reviewed and Approved
☐	Signed & Dated Electronic Copy by Official Representative
☐	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Attachment L – Contracts with Non-Profit Organizations - completed, signed, and dated
☐	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (304) 306-9171 or email me at Patricia.LaFever@em.myflorida.com.

Agreement Number: **H1077**

Project Number: **4673-024-R**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	City of St. Petersburg
Sub-Recipient's unique entity identifier (UEI/FEIN):	LARHMJNJAKS4
Federal Award Identification Number (FAIN):	FEMA-DR-4673-FL
Federal Award Date:	May 14, 2024
Subaward Period of Performance Start and End Date:	May 14, 2024 - May 31, 2027
Amount of Federal Funds Obligated by this Agreement:	$505,523.96
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$530,223.71
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$530,223.71
Federal award project description (see FFATA):	Generator
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Patricia.LaFever@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the City of St. Petersburg, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Patricia LaFever
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: (304) 306-9371
Email: Patricia.LaFever@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Benjamin Gelb
   Administrative Services Manager
   1800 7th Avenue North
   St. Petersburg, Florida 33713
   Telephone: 727-893-7147
   Email: benjamin.gelb@stpete.org

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on May 14, 2024 and shall end on May 31, 2027, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. §200.1, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement (“Budget and Scope of Work”).

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$505,523.96**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) <u>RECORDS</u>

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and

Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the

Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The

Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract

provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> During the performance of this contract, the contractor agrees as follows:
>
> i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order

11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

> i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
>
> ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
>
> iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following

affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF ST. PETERSBURG

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date:_____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$505,523.96**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Generators for Critical Facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to the Fleet Management Facility, in St. Petersburg, Pinellas County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-024-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, City of St. Petersburg, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide backup power to the Fleet Management Facility located at 1800 7th Avenue North, St. Petersburg, Florida 33713. Coordinates: (27.778789, -82.658364).

The HMGP project shall provide protection by installing one (1) permanent 600 kW diesel-fueled emergency generator or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical facility. The project shall include installation of an automatic transfer switch (ATS), enclosure, a supply diesel tank, and electrical connections. The Fleet Management Facility is crucial for the city, as it provides fueling in preparation for, and during the recovery from, emergency events to multiple emergency response departments. Currently, the facility does not have a source of redundant power in the event of a power failure. The generator shall ensure continuity of fueling operations for critical services, including fueling police and fire vehicles during emergency future storm events.

The generator, ATS, and electrical components shall be protected against a 500-year (0.2% annual chance) flood event by implementing specific activities or by locating the generator, ATS, and electrical components outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

   The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

   Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

   a) Copy of permit(s), notice of commencement.

   b) Local Building Official Inspection Report and Final Approval.

   c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.

   d) Signed and Sealed copy of the As-built plans, as applicable.

   e) Certified Letter of Completion, as applicable:

1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
2. Certifying Compliance with all applicable codes.

f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

g) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task

performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) <u>Deliverables:</u>

Mitigation Activities consist of providing protection to the Fleet Management Facility in St. Petersburg, Florida 33713, by installing a permanent generator and Automatic Transfer Switch (ATS).

The generator, ATS, and electrical components shall be protected against a 500-year (0.2% annual chance) flood event by implementing specific activities or by locating the generator, ATS, and electrical components outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.

3) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.

4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.

5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.

6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.

8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.

3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished, and documentation submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

8) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

9) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

    a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

    b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

    c) SRMC cannot exceed 5% of the total project costs awarded.

    d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

    e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

    f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4673-024-R.** It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on May 14, 2024; with a Pre-Award date of July 1, 2023; and the Period of Performance for this project shall end on **May 31, 2027**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	3	Months
Construction Plan/Technical Specifications:	3	Months
Bidding / Local Procurement:	3	Months
Permitting:	3	Months
Construction / Installation:	15	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	3	Months
Closeout Compliance:	3	Months
Total Period of Performance:	**36**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$373,368.00	$280,026.00	$93,342.00
Labor:	$172,500.00	$129,375.00	$43,125.00
Fees:	$97,798.00	$73,348.50	$24,949.50
**Pre-Award:	$15,000.00	$11,250.00	$3,250.00
Initial Agreement Amount:	**$658,666.00**	**$493,999.50**	**$164,666.50**
***Contingency Funds:	$32,933.00	$24,699.75	$8,233.25
Project Total:	**$691,599.00**	**$518,699.25**	**$172,899.75**
****SRMC**			
SRMC:	$11,524.46	$11,524.46	
SRMC Total:	**$11,524.46**	**$11,524.46**	

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***This project has a Pre-Award, approved by FEMA in the amount of $15,000.00 project costs with a start date of **July 1, 2023**.*

****** This project has an estimated $32,933.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00.

******** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $11,524.46 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	$518,699.25	(75.00%)
Non-Federal Share:	$172,899.75	(25.00%)
Total Project Cost:	**$691,599.00**	**(100.00%)**

SRMC (100% Federal)	$11,524.46

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Program and Policy Guide, 2023;

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference, HMA Program and Policy Guide, 2023, G.3. Award Extensions, paragraph 3.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of St. Petersburg

REMIT ADDRESS: 1800 7th Avenue North

CITY: St. Petersburg STATE: Florida ZIP CODE: 33713

PROJECT TYPE: City of St. Petersburg, Facility,Generator PROJECT #: 4673-024-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1077

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Local Non-Federal 25 %	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____

APPROVED FOR PAYMENT $ _____

_____
DIVISION DIRECTOR

_____
DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of St. Petersburg PAYMENT #:

PROJECT TYPE: Generator PROJECT #: 4673-024-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1077

	REF NO[2]	DATE[3]	DOCUMENTATION[4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents % completion of the project.				***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: CITY OF ST. PETERSBURG

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: City of St. Petersburg **PROJECT #:** 4673-024-R

PROJECT TYPE: Generator **CONTRACT #:** H1077

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:**

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):
Contract Execution Date: Contract Expiration Date:
Date Deliverables Submitted: Closeout Requested Date:

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC):

Signature: Phone:

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:*

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: *Reviewer:* *Project Manager*

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of St. Petersburg
Sub-Recipient's Name

H1077
DEM Contract Number

4673-024-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4673-024-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 505,523.96

OBLIGATION/ACTION DATE: May 14, 2024

SUBAWARD DATE (if applicable): _____

UEID/SAM#: LARHMJNJAKS4

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide backup power to the Fleet Management Facility located at 1800 7th Avenue North, St. Petersburg, Florida 33713. Coordinates: (27.778789, -82.658364).

The HMGP project shall provide protection by installing one (1) permanent 600 kW diesel-fueled emergency generator or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical facility. The project shall include installation of an automatic transfer switch (ATS), enclosure, a supply diesel tank, and electrical connections. The Fleet Management Facility is crucial for the city, as it provides fueling in preparation for, and during the recovery from, emergency events to multiple emergency response departments. Currently, the facility does not have a source of redundant power in the event of a power failure. The generator shall ensure continuity of fueling operations for critical services, including fueling police and fire vehicles during emergency future storm events.

The generator, ATS, and electrical components shall be protected against a 500-year (0.2% annual chance) flood event by implementing specific activities or by locating the generator, ATS, and electrical components outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

Attachment L

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

• As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is “Yes,” provide the information required in the “Total Compensation Paid to Non-Profit Personnel Using State Funds” form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is “No”, move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

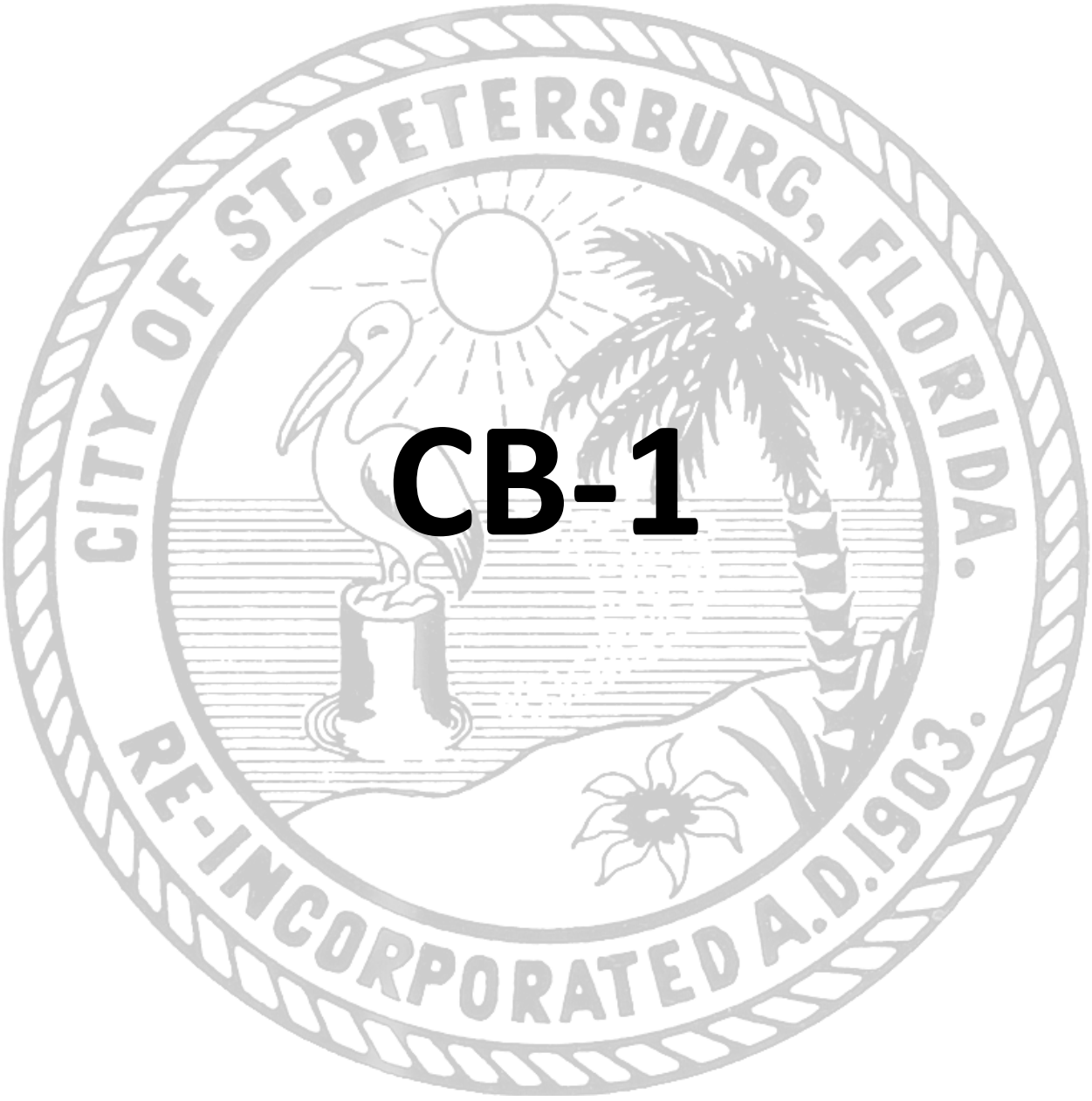
Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

The following page(s) contain the backup material for Agenda Item: Approving an increase in allocation for water treatment chemicals, with American Chemical & Building Maintenance Supply, Inc. in the amount of $175,000.
Please scroll down to view the backup material.



CB-1

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of September 5, 2024

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

Subject: Approving an increase in allocation for water treatment chemicals, with American Chemical & Building Maintenance Supply, Inc. in the amount of $175,000.

Explanation: The vendor furnishes and delivers water treating chemicals such as calcium chloride, calcium hypochlorite, sodium bicarbonate, muriatic acid, sodium hypochlorite, and pool filter media for use in the City's public swimming pools.

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

American Chemical & Building Maintenance Supply Inc……$175,000

The total spend for this contract to date is $405,776. An allocation increase is needed due to a 30% increase in Sodium Hypochlorite which is used to chlorinate the City's swimming pools. The forecasted contract amount is expected to be exceeded prior to the end of the contract term on December 31, 2025, therefore an increase in allocation is requested.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), Parks & Recreation Department (190), various divisions.

Attachments: Resolution

RESOLUTION NO. ____

A RESOLUTION APPROVING AN INCREASE IN THE AMOUNT OF $175,000 TO THE ALLOCATION FOR THE AGREEMENT WITH AMERICAN CHEMICAL & BUILDING MAINTENANCE SUPPLY, INC. FOR WATER TREATMENT CHEMICALS; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, American Chemical & Building Maintenance Supply, Inc. ("Vendor") provides water treatment chemicals to the City pursuant to an agreement between Vendor and the City with a current term ending on December 31, 2025 ("Agreement"); and

WHEREAS, an increase in the amount of $175,000 to the allocation for the Agreement is necessary due to an increase in Sodium Hypochlorite which is used to chlorinate the City's swimming pools; and

WHEREAS, the total spend for the Agreement to date is $405,776; 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 an increase in the amount of $175,000 to the allocation for the agreement with American Chemical & Building Maintenance Supply, Inc. for water treatment chemicals is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

LEGAL: _____

DEPARTMENT: Richard L. Craft

00761373.DOCX

Approvals - gcc
Report • Printed on August 8, 2024

Approved

Consent Approval: 885-94 Chemicals, Water Treating, September 5, 2024 (AEW)

Hi,

Attached is a consent agenda for an allocation increase for Chemicals, Water Treating for the September 5th council meeting.

Please review and approve.

Please let me know if you have questions.

Attachments

Consent Agenda
https://stpete1.sharepoint.com/:w:/s,

Final status: Approved

MJ **Step 4: Approved by**
Michael J. Jefferis 8/8/2024 10:52:28 AM

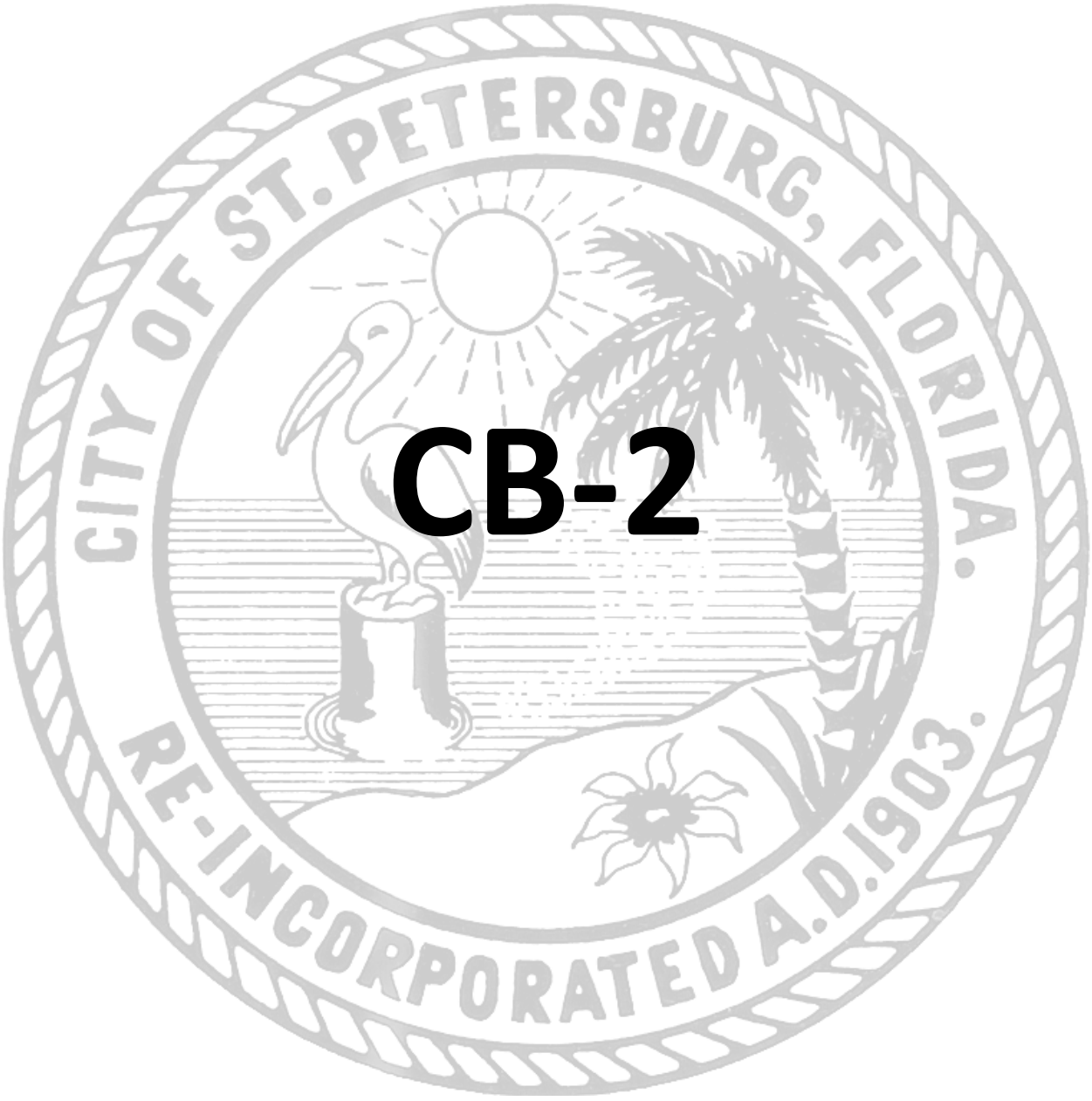
Step 3: 1 of 2 recipients approved
Richard L. Craft

SS **Step 2: Approved by**
Stephanie N. Swinson 8/6/2024 2:53:48 PM

LS **Step 1: Approved by**
Lance N. Stanford 8/6/2024 2:43:33 PM

AW **Requested by**
Adam E. Williams 8/6/2024 2:42:58 PM

The following page(s) contain the backup material for Agenda Item: Accepting a bid from reseller Converge Technology Solutions US, LLC, for the purchase of a 384TB PURE Storage Flash Array device, manufacturer installation services, and one year of manufacturer support services, (with the option to renew for two additional one-year periods), for the Technology Services Department in the amount of $329,271.
Please scroll down to view the backup material.



CB-2

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of September 5, 2024

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

Subject: Accepting a bid from reseller Converge Technology Solutions US, LLC, for the purchase of a 384TB PURE Storage Flash Array device, manufacturer installation services, and one year of manufacturer support services, (with the option to renew for two additional one-year periods), for the Technology Services Department in the amount of $329,271.

Explanation: The Department of Technology Services currently uses a variety of network storage devices manufactured and supported by PURE Storage, Inc. (the "Manufacturer"). The Department is requesting a 384 TB PURE Storage flash array device to expand data storage for the City's on-premises systems and provide data redundancy at the secondary data center. This device will allow the city to consolidate and retire various storage devices and enable complete data replication of all the City's data to another site every 30 minutes.

The Procurement and Supply Management Department issued IFB No. 24-244 on July 3, 2024, to solicit bids for the Deliverables. The bids were due on July 25, 2024, at 3:00 p.m. and publicly opened thereafter on the OpenGov platform, as designated on the invitation for bid. The Procurement and Supply Management Department received one bid in response:

Bidders	**Amount**
Converge Technology Solutions US, LLC	$329,271

In consideration of that evaluation and determination, the Procurement and Supply Management Department, in cooperation with the Police Department, recommends for award:

Converge Technology Solutions US, LLC (Tallahassee, FL) ……..$329,271

Converge Technology Solutions, LLC, the lowest responsive and responsible bidder, has met the specifications, terms, and conditions of Invitation for Bid No. 24-244, dated July 3, 2024. If approved by City Council, a blanket purchase agreement will be issued for a one-year initial term, with two, one-year renewal options available, and it will be binding only for actual services rendered. Converge is a reseller authorized by PURE Storage Inc. to facilitate purchase of the Deliverables, and the agreement between the City and Converge will obligate Converge to ensure performance by PURE Storage Inc.

Cost/Funding/Assessment Information: Funding has been previously appropriated in the Technology Services Fund (5011), Technology Services Department, Computer Operations Division (850-2561). Funding for future years will be included in the City's annual operating budget subject to approval by City Council.

Attachments: Resolution

RESOLUTION NO. 2024-_____

A RESOLUTION REGARDING THE PURCHASE OF A 384 TB PURE STORAGE FLASH ARRAY DEVICE, ASSOCIATED INSTALLATION SERVICES, AND ONE YEAR OF SUPPORT SERVICES (WITH THE OPTION TO RENEW FOR TWO ADDITIONAL ONE-YEAR PERIODS) FROM THE MANUFACTURER, PURE STORAGE, INC.; APPROVING THE AWARD OF A CONTRACT FOR THAT PURCHASE THROUGH AUTHORIZED RESELLER CONVERGE TECHNOLOGY SOLUTIONS US, LLC, FOR A TOTAL COST OF $329,271; AUTHORIZING EXECUTION OF ANY AGREEMENT OR OTHER DOCUMENT NECESSARY TO EFFECTUATE THAT APPROVAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Department of Technology Services currently uses a variety of network storage devices manufactured and supported by PURE Storage, Inc. (the "Manufacturer"); and

WHEREAS, to expand data storage for the City's on-premises systems and provide data redundancy at the secondary data center, the Department of Technology Services ("DoTS") desires to purchase from the Manufacturer a 384 TB PURE Storage Flash Array device, associated installation services, and one year of support services with the option to renew for two additional one-year support periods (collectively, the "Deliverables"); and

WHEREAS, on July 3, 2024, pursuant to City Code section 2-191, the Procurement and Supply Management Department (the "Procurement Department") issued Invitation for Bid No. 24-244 for purpose of obtaining competitive sealed bids for the Deliverables (the "Solicitation"); and

WHEREAS, the Procurement Department received one bid in response to the Solicitation; opened that bid as designated in the Solicitation; and recorded the name of the bidder and the amount of that bid; and

WHEREAS, that bid was from Converge Technology Solutions US, LLC, acting in its capacity as an approved reseller for the Manufacturer (the "Reseller") and offered to facilitate the purchase of the Deliverables by the City for a total cost of $329,271; and

WHEREAS, as part of its bid, the Reseller agreed to contractual terms that would make it responsible for the Manufacturer's provision of the Deliverables; and

WHEREAS, after evaluating the received bid based on the requirements and specifications set forth in the Solicitation, the Procurement Department determined that Reseller was the lowest responsive and responsible bidder; and

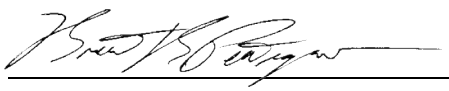
WHEREAS, based on that determination, the Procurement Department, in cooperation with DoTS, recommends that a contract be awarded to Reseller to facilitate purchase of the Deliverables and requests that City Council approve that award.

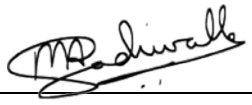
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of St. Petersburg, Florida, in consideration of the information described in the foregoing recitals, hereby approves the award of a contract to Reseller for purchase of the Deliverables as described in the foregoing recitals.

BE IT FURTHER RESOLVED that the Mayor (or his designee) is authorized to execute any agreement or other document necessary to effectuate the approval of City Council set forth above.

This resolution will become effective immediately upon adoption.

LEGAL: ADMINISTRATION:





Approvals - gcc
Report • Printed on August 12, 2024

Approved

Consent Item September 5,2024 - Pure Storage Flash Array

Please review and approve 206-25 384TB Pure Storage Flash Array, September 5, 2024.

Attachments

06-25 384TB Pure Storage Flas
https://stpete1.sharepoint.com/:w:/s,

Final status: Approved

TG **Step 4: Approved by**
Tom Greene 8/9/2024 10:45:37 AM

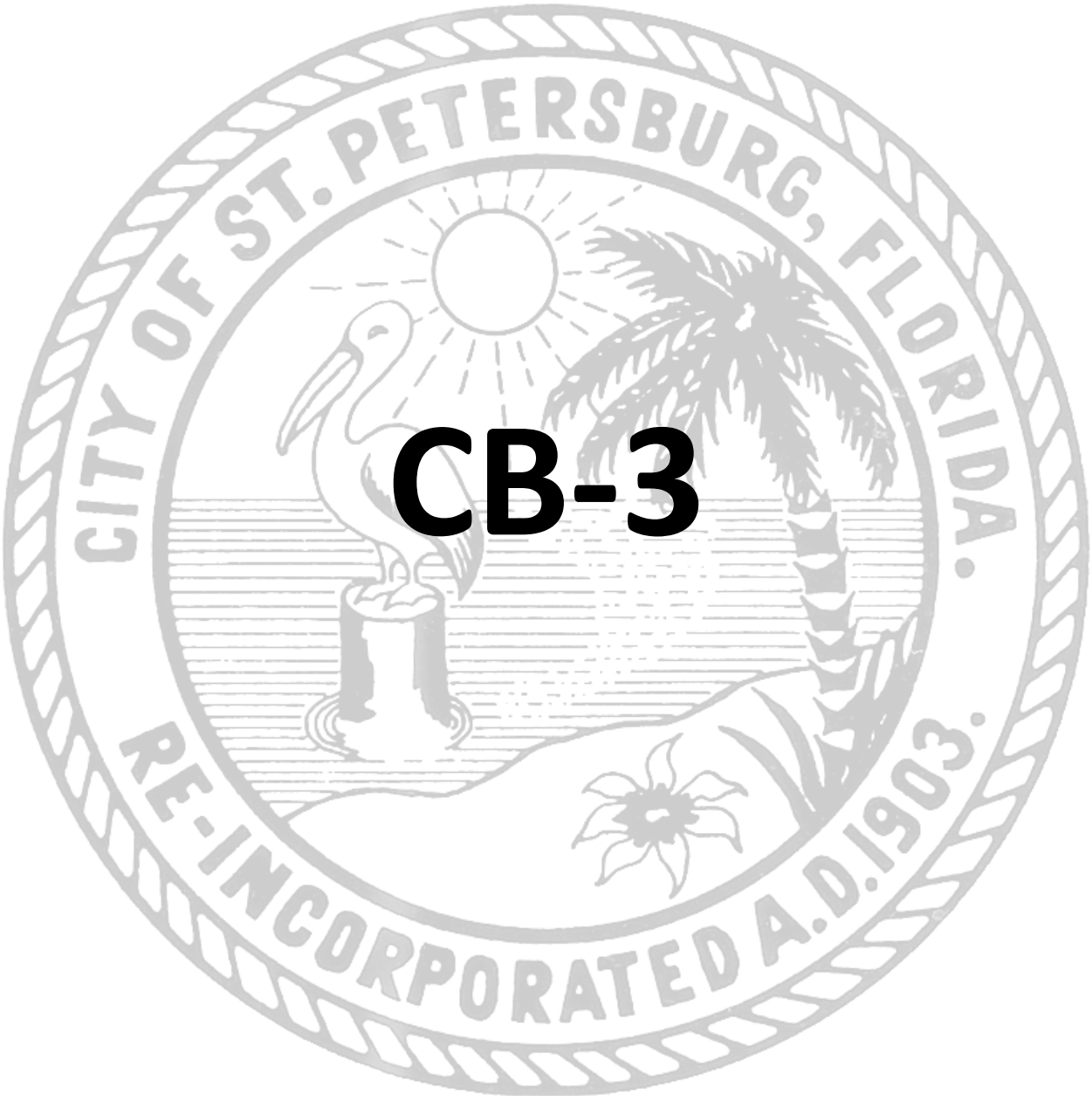
MG **Step 3: Approved by**
Muslim A. Gadiwalla 8/7/2024 8:04:52 AM

SS **Step 2: Approved by**
Stephanie N. Swinson 8/6/2024 2:53:38 PM

PP **Step 1: Approved by**
Patricia Pena 8/6/2024 2:38:57 PM

CK **Requested by**
Cortni L. Kertesz 8/6/2024 2:30:24 PM

The following page(s) contain the backup material for Agenda Item: A resolution authorizing the Mayor or his designee to execute a Second Amendment to the Amended and Restated Lease Agreement between the City of St. Petersburg, Florida and the St. Petersburg Historical Society, Inc., a not-for profit corporation (Tenant for Tenants lease and operation of City-owned property located at 335 Second Avenue Northeast, known as the St. Petersburg Museum of History (Premises) to modify the Tenants obligations related to the Citys insurance for the Premises and to clarify that the City is not required to Insure the Premises; authorizing the City Attorneys office to made non-substantive changes to the Second Amendment; and providing an effective date.
Please scroll down to view the backup material.



CB-3

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of September 5, 2024

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

FROM: Chris Ballestra, Managing Director, City Development Administration

SUBJECT: A Resolution authorizing the Mayor or his designee to execute a Second Amendment to the Amended and Restated Lease Agreement between the City of St. Petersburg, Florida ("**City**") and St. Petersburg Historical Society, Inc., a non-profit organization ("**Tenant**") (collectively, "**Parties**") for Tenant's lease and operation of city-owned property located at 335 Second Avenue Northeast, known as the St. Petersburg Museum of History ("**Premises**") to modify the Tenant's obligations related to the City's Insurance for the Premises and to clarify that the City is not required to insure the Premises; authorizing the city's attorney's office to make non-substantive changes to the Second Amendment; and providing an effective date.

EXPLANATION: The City owns property located at 335 – 2nd Avenue Northeast, St. Petersburg, Florida, that is the site of an approximately 15,000 square foot building known as the St. Petersburg Museum of History ("**Premises**"). On November 7, 2019, City Council approved a ten (10) year lease of the Premises to the Tenant that expires on May 28, 2030. On November 10, 2022, City Council approved an Amended and Restated Lease Agreement that (i) expanded the Premises, (ii) expanded the permitted uses of the Premises to include the operation of a café/restaurant/bar, (iii) added two parking spaces, and (iv) updated various terms and conditions of the lease. On November 30, 2023, City Council approved the First Amendment to the Amended and Restated Lease Agreement related to a 3-dimentional art installation on the northern façade of the Museum of History building.

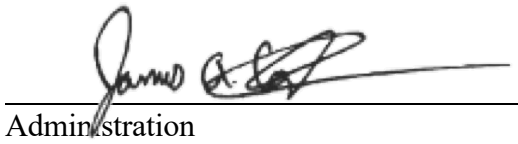
The Parties now wish to enter into a Second Amendment to the Amended and Restated Lease Agreement to modify the Tenant's obligations under the Lease related to the City's insurance.

RECOMMENDATION: Administration recommends City Council approval of the attached Resolution and Second Amendment to the Amended and Restated Lease Agreement between the City of St. Petersburg and St. Petersburg Historical Society, Inc.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Resolution
Second Amendment to Amended and Restated Lease Agreement

APPROVALS:



Administration

Kaitlyn Berger

Budget

RESOLUTION NO. 2024 - _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A SECOND AMENDMENT TO THE AMENDED AND RESTATED LEASE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND THE ST. PETERSBURG HISTORICAL SOCIETY, INC., A NOT-FOR-PROFIT CORPORATION ("TENANT") FOR TENANT'S LEASE AND OPERATION OF CITY-OWNED PROPERTY LOCATED AT 335 SECOND AVENUE NORTHEAST, KNOWN AS THE ST. PETERSBURG MUSEUM OF HISTORY ("PREMISES") TO MODIFY THE TENANT'S OBLIGATIONS RELATED TO THE CITY'S INSURANCE FOR THE PREMISES AND TO CLARIFY THAT THE CITY IS NOT REQUIRED TO INSURE THE PREMISES; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE SECOND AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the St. Petersburg Historical Society, Inc., a not-for-profit corporation ("Tenant"), formerly known as the St. Petersburg Memorial Historical Society, has been leasing land at its current location, 335 2nd Ave Northeast, known as the St. Petersburg Museum of History ("Premises") from the City of St. Petersburg since 1935; and

WHEREAS, on November 7, 2019, City Council approved a ten (10) year lease of the Premises to the Tenant that expires on May 28, 2030; and

WHEREAS, on November 10, 2022, City Council approved an Amended and Restated Lease Agreement that (i) expanded the Premises, (ii) expanded the permitted uses of the Premises to include the operation of a café/restaurant/bar, (iii) added two parking spaces, and (iv) updated various terms and conditions of the lease; and

WHEREAS, on November 30, 2023, City Council approved a First Amendment to the Amended and Restated Lease Agreement, which modified the Tenant's duties related to maintenance of improvements on the exterior of the Premises, including maintenance of a 3-dimensional art installation on the exterior of the Premises; and

WHEREAS, Administration and the Tenant desire to amend the lease to modify the tenant's obligations related to the City's insurance for the Premises and to clarify that the City is not required to insure the Premises.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor or his designee is authorized to execute a second amendment to the Amended and Restated Lease Agreement between the City of St. Petersburg, Florida and the St. Petersburg Historical Society, Inc., a non-profit corporation ("Tenant") for Tenant's lease and operation of City-owned property located at 335 Second Avenue Northeast, known as the St. Petersburg Museum of History ("Premises"), to modify the Tenant's obligations related to the City's insurance for the Premises and to clarify that the City is not required to insure the Premises.

BE IT FURTHER RESOLVED that the City Attorney's Office is authorized to make non-substantive changes to the second amendment.

This resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)
00754845

DEPARTMENT:

Chris Ballestra, Managing Director
City Development Administration

SECOND AMENDMENT TO
AMENDED AND RESTATED LEASE AGREEMENT
St. Petersburg Historical Society, Inc.
(St. Petersburg Museum of History)

THIS SECOND AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT ("**Second Amendment**") is made and entered into on this _____ day of _____, 2024 by and between the CITY OF ST. PETERSBURG, FLORIDA, a municipal corporation existing by and under the laws of the State of Florida (**"City"**), whose post office address is P.O. Box 2842, St. Petersburg, Florida 33731-2842, and the ST. PETERSBURG HISTORICAL SOCIETY, INC., a Florida not-for-profit organization (**"Tenant"**), whose post office address is 335 2nd Avenue Northeast, St. Petersburg, Florida 33705 (collectively **"Parties"**).

RECITALS:

WHEREAS, the City owns property located at 335 2nd Avenue Northeast, St. Petersburg, Florida that is the site of an approximately 15,000 square foot building known as the St. Petersburg Museum of History **("Premises")**; and

WHEREAS, the Parties entered into that certain Amended and Restated Lease Agreement on February 7, 2023, as amended by that certain First Amendment to Amended and Restated Lease Agreement entered into by the Parties on July 3, 2024, for Tenant to lease the Premises for the operation of a historical museum and associated café (collectively, the "**Lease**"); and

WHEREAS, the Parties desire to enter into this Second Amendment to modify the Tenant's obligations under the Lease related to the City's insurance.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the foregoing recitals which are incorporated herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. All capitalized terms in this Second Amendment shall have the same meaning specified in the Lease unless otherwise set forth herein.

2. Paragraph 27.8 of the Lease is hereby amended as follows:

27.8. **City's Insurance.** The Premises are currently included in the City's General Property Insurance Program, in an amount based upon a Statement of Value provided by City's valuation service provider. ~~The City shall furnish the Tenant a copy of the Statement of Value annually and the City shall provide an invoice to the Tenant for the prorated amount of the cost of the City's insurance that would pertain to the Premises, and such amount will become due and collectible as~~

~~Additional Rent.~~ Notwithstanding the foregoing, the City reserves the absolute right not to insure the Premises and/or to not spend any funds or insurance proceeds to repair or restore the Premises as a result of any cause.

3. Any and all provisions of the Lease not specifically amended by this Second Amendment shall remain in full force and effect.

4. This Second Amendment 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 Second Amendment. Additionally, each party is authorized to sign this Second Amendment electronically using any method authorized by applicable law or City policy, including any of the following: (i) a typed name on an electronic document; (ii) an image of a physical signature sent via email, fax, or other electronic transmission method; (iii) clicking a button to indicate agreement or acceptance in an electronic signature system; or (iv) a handwritten signature that is digitally captured on a touch device such as a tablet or smartphone.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and Tenant have caused this Second Amendment to be executed by their duly authorized representatives.

THE ST. PETERSBURG HISTORICAL SOCIETY, INC.:

By: _____

Print:_____

Title:_____

CITY OF ST. PETERSBURG, FLORIDA:

By: _____

Print:_____

Title:_____

ATTEST

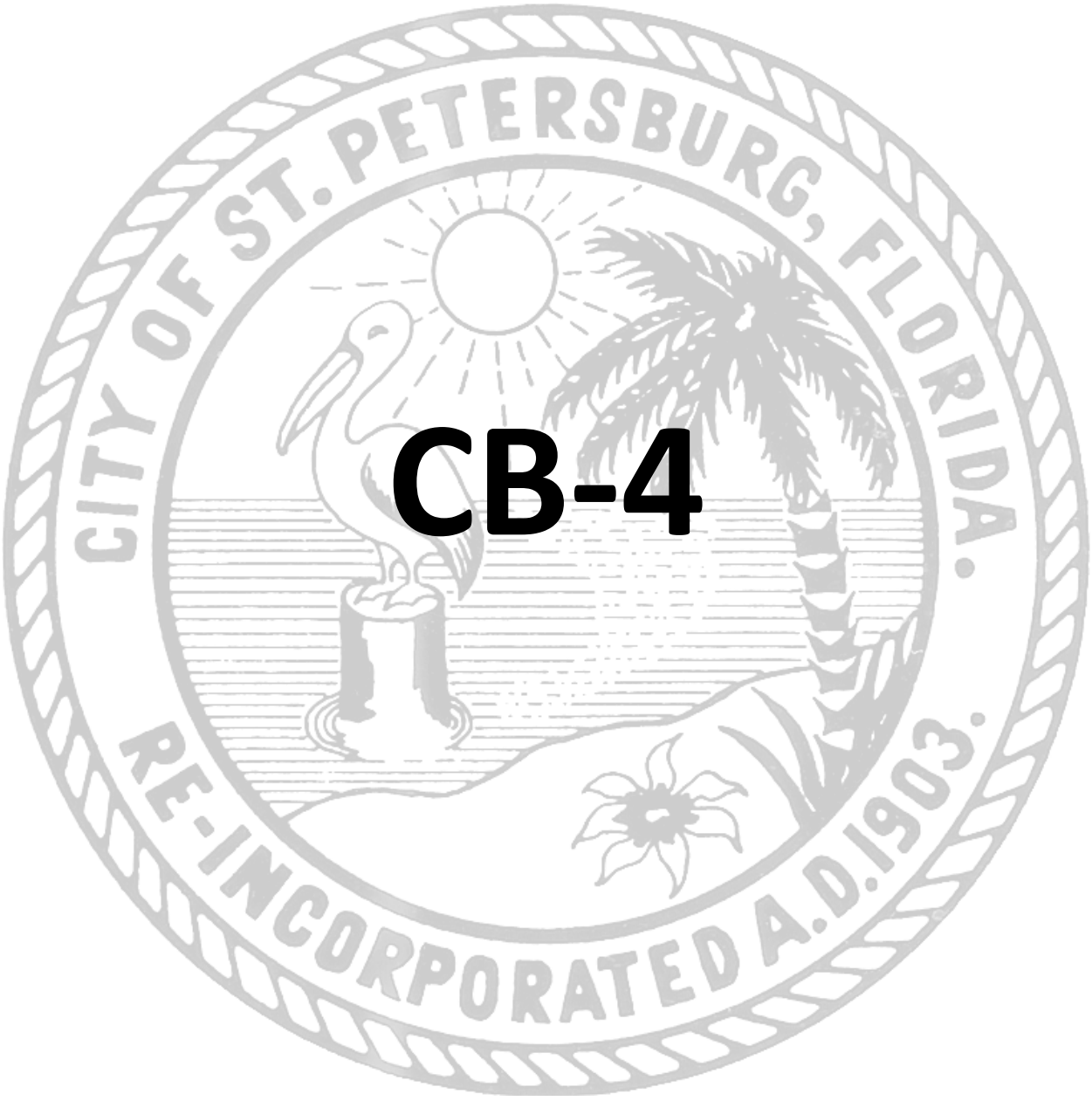
_____
Chandrahasa S. Srinivasa, City Clerk

(SEAL)

Approved as to Form and Content:

_____
City Attorney (Designee)
00754420

The following page(s) contain the backup material for Agenda Item: A resolution approving a supplemental appropriation in the amount of $780 from the unappropriated balance of the Art in Public Places Fund (1901) to the City Development Administration Department, Arts, Culture, and Tourism Division (100-1777); and providing an effective date.
Please scroll down to view the backup material.



CB-4

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of September 5, 2024

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

SUBJECT: A resolution approving a supplemental appropriation in the amount of $780 from the unappropriated balance of the Art in Public Places Fund (1901) to the City Development Administration Department, Arts, Culture, and Tourism Division (100-1777); and providing an effective date.

EXPLANATION: The Public Arts Commission approved an appropriation of up to $7,500 be used for restoration and conservation after extensive review of the condition of the Elder Jordan sculpture at its January 9, 2024, meeting. Staff received 3 quotes and chose the original fabricator, American Bronze Foundry with a quote not to exceed $3,000, to travel to the site, clean the sculpture, apply new patina to sculpture, seal with several coats of wax and drill a weep hole in hat.

Specifically, at the end of November 2023, both the artist Jon Hair, and American Bronze Foundry president, Charlie Wambold reported mineral building up on the surface, the protective coating gone, and the patina wearing in areas of the sculpture. Ashley Burke, Public Art Consultant, reported the same conditions in her December 2023 Public Art Condition and Maintenance Report. Art Conservator, Luis Seixas also reported the same conditions in his report on December 11, 2023.

On March 21, 2024, City Council approved a supplemental appropriation in the amount of $3,000 from the unappropriated balance of the Art in Public Places Fund (1901) to the City Development Administration Department, Arts, Culture, and Tourism Division (100-1777); and providing an effective date. On April 8, 2024, American Bronze Foundry withdrew their quote to restore the sculpture.

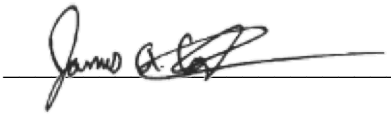
Staff has chosen the quote of Luis Seixas in the amount of $3,780.00 and includes cleaning and conservation of the sculpture, all the materials and a post conservation report with photos of the several phases of the procedure.

RECOMMENDATION: Administration recommends that City Council approve the attached resolution approving a supplemental appropriation in the amount of $780 from the unappropriated balance of the Art in Public Places Fund (1901) to the City Development Administration Department, Arts, Culture, and Tourism Division (100-1777); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds will be available after the approval of a supplemental appropriation in the amount of $780 from the unappropriated balance of the Art

in Public Places Fund (1901) to the City Development Administration Department, Arts, Culture, and Tourism Division (100-1777).

ATTACHMENTS: Resolution, Agreement, Condition Report/Quote

APPROVALS: Administration: 

Budget: Kaitlyn Berger

RESOLUTION NO. 2024-____

A RESOLUTION APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $780 FROM THE UNAPPROPRIATED BALANCE OF THE ART IN PUBLIC PLACES FUND (1901) TO THE CITY DEVELOPMENT ADMINISTRATION DEPARTMENT, ARTS, CULTURE, AND TOURISM DIVISION (100-1777); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City owns the Elder Jordan sculpture created by artist, Jon Hair and fabricated by American Bronze Foundry; and

WHEREAS, the sculpture is in need of restoration; and

WHEREAS, on March 21, 2024, City Council previously appropriated $3,000 for restoration services based on a quote provided by American Bronze Foundry; and

WHEREAS, on April 8, 2024, American Bronze Foundry withdrew their quote.

WHEREAS, Administration subsequently received a quote from Luis Seixas to perform cleaning and restoration work in the amount of $3,780; and

WHEREAS, the Public Arts Commission approved the expenditure of up to $7,500 from the Art in Public Places Fund (1901) for the restoration of the sculpture; and

WHEREAS, Administration recommends approval of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that there is hereby approved from the unappropriated balance of the Art in Public Places Fund (1901) the following supplemental appropriation for FY24:

Art in Public Places Fund (1901)	
City Development Administration Department,	
Arts, Culture, and Tourism Division (100-1777)	$780

This Resolution shall become effective immediately upon its adoption.

LEGAL:	DEPARTMENT:	BUDGET:
Sarah Lucker		EMakofske
00750263		

AGREEMENT

THIS AGREEMENT, ("Agreement") is made and entered into on the _____ day of _____, 2024 ("Effective Date"), by and between _____ ("Contractor") and the City of St. Petersburg, Florida, ("City") (collectively, "Parties").

WITNESSETH:

WHEREAS, the City owns the Elder Jordan Sculpture created by artist Jon Hair and installed by American Bronze Foundry, Inc. on City of St. Petersburg-owned land contiguous with the Manhattan Casino just north of the I-275 overpass in Jordan Park; and

WHEREAS, the sculpture is in need of conservation and maintenance; and

WHEREAS, a condition assessment was performed on the sculpture at the end on December 18, 2023; and

WHEREAS, based on the condition assessment and the treatment proposals suggested, the City requested Contractor to provide the City with quotes on the cost to conservation and maintenance the sculpture; and

WHEREAS, the Parties desire to enter into this Agreement for Contractor to treat the sculpture in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the foregoing recitals which are hereby incorporated into the Agreement as an essential part hereof; and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Contractor Duties**. Contractor shall perform the scope of work set forth in Exhibit A of this Agreement ("Scope of Work") for the City in full and complete accordance with this Agreement. Exhibit A is attached hereto and made a part hereof. Without limiting the generality of the foregoing, Contractor shall treat the sculpture in situ.

2. **Agreement Components**. The agreement components are this Agreement and the appendices to this Agreement. In the event of an inconsistency or conflict between or among the documents referenced in this Agreement, the following order of precedence governs: (i) this Agreement, exclusive of its appendices, then (ii) the appendices to this Agreement.

3. **Term**. The term of this Agreement commences on the Effective Date and remains in full

force and effect until Contractor has performed its obligations under this Agreement and the City has accepted all services in accordance with this Agreement.

4. **Schedule**. Contractor shall complete the Scope of Work on or before October 31, 2024, unless the Parties mutually agree in writing to an extension of time for Contractor to complete the Scope of Work.

5. **Payment**. Provided Contractor faithfully performs its obligations contained in this Agreement, the City shall pay Contractor for the services rendered in accordance with the pricing and payment schedule set forth in Exhibit A; provided, however, that the City is not required to pay Contractor for services unless they conform to the requirements of this Agreement, and further provided that the total amount paid to Contractor pursuant to this Agreement, which is be inclusive of any out-of-pocket expenses (including but not limited to transportation, mileage, lodging, and meals) must not exceed $3,780.00 ("Payment"). The Payment may be increased only in strict accordance with this Agreement. Contractor shall invoice the City in accordance with the procedures established by the City.

6. **Indemnification.**

A. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

(i) The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives or subcontractors; or

(ii) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or

(iii) Any negligent act or omission of the Contractor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Contractor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

(iv) Any reckless or intentional wrongful act or omission of the Contractor, its employees, agents, representatives, or subcontractors; or

(v) Contractor's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

B. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

7. **Insurance.**

A. Contractor shall maintain the following minimum types and amounts of insurance throughout the term at its own expense:

(i) Commercial general liability insurance in an amount of at least One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) aggregate in occurrences form. This policy must include coverage for bodily injury, property damage, personal and advertising injury, products and completed operations, and contractual liability under this Agreement.

(ii) Commercial automobile liability insurance of $1,000,000 combined single limit covering all owned, hired and non-owned vehicles.

(iii) Worker's Compensation insurance as required by Florida law and Employer's Liability Insurance in an amount of at least $100,000 for each accident, $100,000 per employee, and $500,000 for all diseases.

B. All of Contractor's insurance policies, except Workers' Compensation, must name the Indemnified Parties as additional insureds.

C. All policies must provide that the City will be provided notice at least thirty (30) days prior to any cancellation, reduction or material change in coverage.

D. Contractor shall provide the City with Certificates of Insurance on a standard ACORD form, or similar form acceptable to the City, reflecting all required coverage. At the City's request, Contractor shall provide copies of current policies with all applicable endorsements.

E. All insurance required must be on a primary and noncontributory basis and must be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then-current edition of AM Best's Rating Services, or similar rating agency acceptable to the City.

F. If the insurance carried by Contractor has broader coverage than required in this

Agreement, then that broader coverage, including but not limited to additional insured requirements, is deemed to be the requirement in this Agreement. If Contractor's insurance limits are greater than the minimum limits set forth herein, then Contractor's insurance limits are deemed to be the required limits in this Agreement.

G. Contractor hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.

H. The City reserves the right to change or alter the above insurance requirements as it deems necessary.

8. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other must be in writing and will be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CITY:

City of St. Petersburg
Department of Arts, Culture, and Tourism
P. O. Box 2842
St. Petersburg, FL 33731
Phone: (727) 551-3250
Email: celeste.davis@stpete.org
Attention: Celeste Davis

CONTRACTOR:

Luis Seixas
Art Conservator
4441 11th Ave N
St. Petersburg, FL 33713
Phone (901) 495-9099
Email: luisvanseixas@gmail.com

9. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination will not render void, invalid or unenforceable any other paragraph or portion of this Agreement.

10. **Due Authority.** Each party to this Agreement that is not an individual represents and

warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.

11. **Assignment.** Contractor may not make any assignment of this Agreement without the prior written consent of the City. Any assignment of this Agreement contrary to this paragraph is void and confers no rights upon the assignee.

12. **Termination.**

A. This Agreement may be terminated at any time by the City for convenience upon thirty (30) days written notice to Contractor.

B. The City may terminate this Agreement upon written notice to Contractor in the event the Contractor defaults on any of the terms and conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from the City specifying the default; provided, however, that the City may immediately terminate this Agreement, without providing the Contractor with notice of default or an opportunity to cure, if the City determines that the Contractor has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

C. The City may terminate this Agreement as provided in Florida Statute section 287.135 and 448.095.

D. Termination of this Agreement acts as a termination of the Purchase Order and the Other Documents.

13. **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.

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

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

16. **Compliance with Laws**. The Contractor shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and

the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida laws regarding public records. Contractor hereby makes all certifications required under Florida Statute section 287.135. Contractor shall also comply with all applicable City policies and procedures.

17. **Third Party Beneficiary**. Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.

18. **No Liens.** Contractor shall not suffer any liens to be filed against any City property by reason of any work, labor, services or materials performed at or furnished to City property, to Contractor, or to anyone using City property through or under Contractor. Nothing contained in this Agreement may be construed as a consent on the part of the City to subject City property or any part thereof to any lien or liability under any Laws.

19. **No Construction against Preparer of Agreement.** This Agreement has been prepared by the City and reviewed by the Contractor and its professional advisors. The City, Contractor and Contractor's professional advisors believe that this Agreement expresses their agreement and that it may not be interpreted in favor of either the City or the Contractor or against the City or the Contractor merely because of their efforts in preparing it.

20. **Use of Name.** Subject to the requirements of Florida laws regarding public records, neither party may use the other party's name in conjunction with any endorsement, sponsorship, or advertisement without the written consent of the named party, except that Contractor may refer to the City in client lists.

21. **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.

22. **City Consent and Action.**

    A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

    B. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless

otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

23. **Captions.** Captions are for convenience only and do not control or affect the meaning or construction of any of the provisions of this Agreement.

24. **Books and Records**. Contractor shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records with respect to this Agreement must be kept by Contractor and must be open to examination or audit by the City during the term of this Agreement and for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies. Nothing herein may be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

25. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, survive such expiration or earlier termination.

26. **Force Majeure.** In the event that either party hereto is delayed or hindered in or prevented from the performance required hereunder by reason of acts of God, failure of power, public health emergencies, strikes, lockouts, labor troubles, riots, war, insurrection, or other reason of like nature not the fault of the party ("Permitted Delay"), such party will be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay will be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

27. **No Waiver**. No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver may be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement will be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Contractor does not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

28. **Permits and Licenses**. Contractor shall obtain any and all necessary permits, licenses, certifications and approvals which may be required by any government agency in connection with Contractor's performance of this Agreement. Upon request of the City, the Contractor shall provide the City with written evidence of such permits, licenses, certifications and approvals.

29. **Successors and Assigns**. This Agreement inures to the benefit of and is enforceable by and against the Parties, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization.

30. **Subcontract**. The hiring or use of outside services or subcontractors in connection with the performance of Contractor's obligations under this Agreement is not permitted without the prior written approval of the City, which approval may be withheld by the City in its sole and absolute discretion. Contractor shall promptly pay all subcontractors and suppliers.

31. **Relationship of Parties**. Nothing contained herein may be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, may be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.

32. **Contract Adjustments.**

A. Either party may propose additions, deletions or modifications to the Scope of Work ("Contract Adjustments") in whatever manner such party determines to be reasonably necessary for proper compliance with this Agreement. Proposals for Contract Adjustments must be submitted to the non-requesting party in the form agreed to by the Parties. Contract Adjustments must be effectuated through amendments to this Agreement made in accordance with this Agreement.

B. There may be no increase in the Payment on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of Contractor or its employees, agents or subcontractors to properly perform their obligations and functions under this Agreement.

C. In the event Contractor proposes a Contract Adjustment and the City does not approve such Contract Adjustment, Contractor will continue to perform the original Scope of Work in accordance with the terms and conditions of this Agreement.

D. Notwithstanding anything to the contrary contained in this Agreement, there may be no increase in the Payment except pursuant to an amendment to this Agreement made in accordance with this Agreement.

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

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

34. **Warranties.** In addition to any other warranties that may exist, Contractor warrants to the City that the services required to be performed by Contractor pursuant to this Agreement will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such services.

35. **Non-Exclusive Agreement.** This Agreement imposes no obligation on the City to utilize the Contractor for all of the work and services of this type that may be needed during the term of this Agreement. This is not an exclusive agreement. The City specifically reserves the right to concurrently contract with other companies for similar work and services if it deems such action to be in the City's best interest.

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

37. **Public Records.**

A. Contractor shall (i) keep and maintain public records (as defined in Florida's Public Records law) required by the City to perform the services pursuant to this Agreement; (ii) upon request from the City Clerk's Office, provide the City (at no cost to the City) with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records law or other applicable Laws; (iii) ensure that public records in Contractor's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws for the term of this Agreement and after the expiration or earlier termination of this Agreement; and (iv) after the expiration or earlier termination of this Agreement, at the City's request, either transfer, at no cost, to the City all public records in Contractor's possession within ten (10) days following the City's request and/or keep and maintain any public records required by the City to perform the services pursuant to this Agreement. If Contractor transfers all public records to the City upon the expiration or earlier termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon the expiration or earlier termination of this Agreement, Contractor shall meet all applicable requirements for retaining public records in accordance with this Agreement and all applicable Laws. At the City's request, Contractor shall provide all electronically stored public

records to the City in a format approved by the City.

B. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.**

C. Nothing contained herein may be construed to affect or limit Contractor's obligations including but not limited to Contractor's obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.

38. **Execution of Agreement**. This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts collectively constitute a single original Agreement. Additionally, each party is authorized to sign this Agreement electronically using any method authorized by applicable law or City policy, including any of the following: (i) a typed name on an electronic document; (ii) an image of a physical signature sent via email, fax, or other electronic transmission method; (iii) clicking a button to indicate agreement or acceptance in an electronic signature system; or (iv) a handwritten signature that is digitally captured on a touch device such as a tablet or smartphone.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

By: _____

Print: _____

Title: _____

CITY OF ST. PETERSBURG, FLORIDA:

By: _____

Print: _____

Title:

ATTEST

(SEAL)

_____
City Clerk (Designee)

Approved as to Form and Content:

_____
City Attorney (Designee)
00759962

(Acknowledgment of Contractor)

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

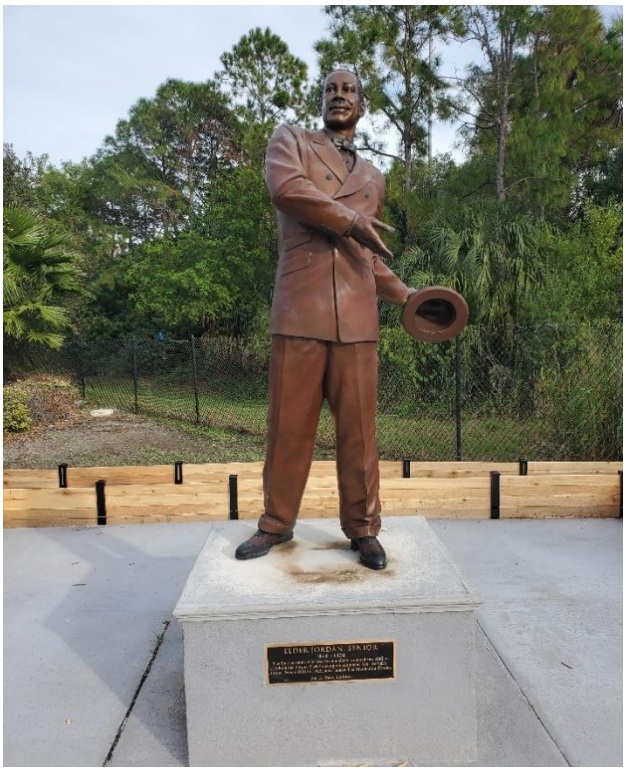
By: _____

Print: _____

Luís Seixas
Art conservator
1956 Lyndale Ave
Memphis TN 38107
ph: 901-495-9099
e.mail: luivanseixas@gmail.com

Professional Associate, Member of the American Institute for Conservation, AIC

Cost estimate for cleaning and conservation of bronze sculpture of Elder Jordan Senior by John D. Hair, at the grounds of the Historic Manhattan Casino Event Hall, St. Petersburg, Florida.



Date of assessment: December 11, 2023

Object: Life-size bronze sculpture of Elder Jordan, Senior, standing up in formal two-piece suit, with bow tie and holding hat on his left hand.

Author: John D. Hair.

Dimensions (in): 77 x 45 x 30

Materials: Copper and tin alloy, chemical patina (on head and hands of the figure) and paint coating.

1- Condition and Examination

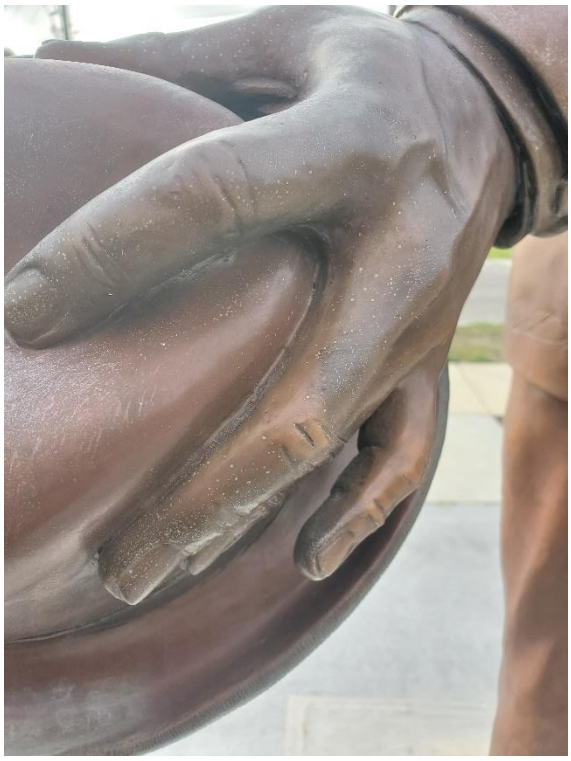
The sculpture presents good physical condition and it is firmly secured on its concrete pedestal, with no evidences of vandalism or other external alterations despite being very accessible.

Their current problems are at the chemical level and affect mostly the surfaces of the suit, hat and shoes. These surfaces are not protected by a chemical formed patina (as discernable on the head and hands of the figure), but rather by a paint like coating which proven to be very susceptible to pitting corrosion and shows overall deterioration. The pitting condition particularly visible on the suit sleeves, upper section of the pants legs and shoes (Photos 2 to 5).





Photos 2 and 3: Pitting corrosion affecting the left sleeve, hand and shoes of the figure.




Photos 4 and 5: Pitting on hand and pants.

Also noticeable is the accumulation of white deposits (lime stone and calcium) on the top surfaces of the figure's hat (Photo 6) arms and shoulders of his suit (Photo 7). The cause of these accretions is not certain but could be the result of irrigation or watering, knowing that local tap water contains high levels of calcium and other minerals.



Photo 6: Accumulation of calcium deposits on the lower ridge of the hat.

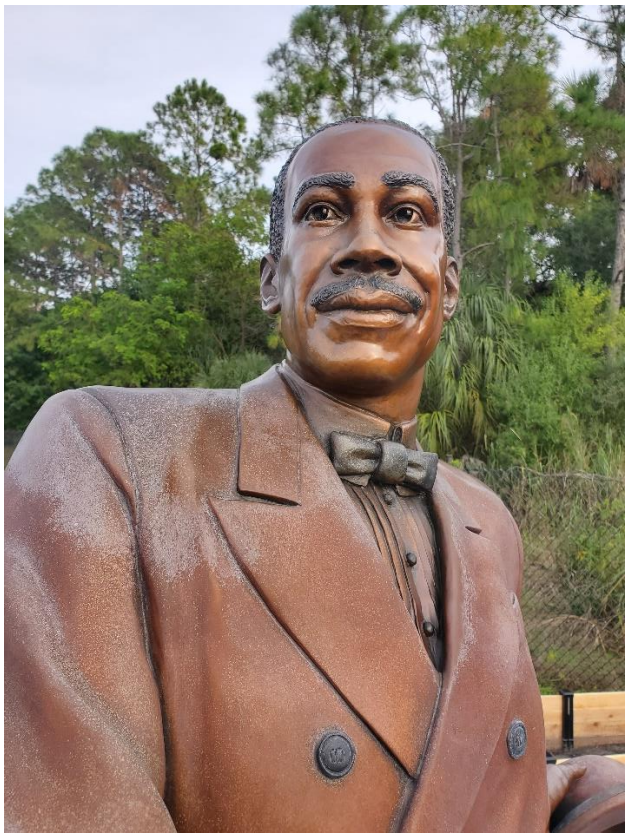


Photo 7: Calcium accumulation visible on the upper section of the figure's suit.



Photo 8: Combined alteration of pitting and calcium build up on the wrist and cuff of the figure.

Noteworthy as well, is the alteration on the palm of the hands which turned black (Photo 9) despite having what seems to have been the same golden patina as the one that covers the head of the figure. Several factors could be cause of this condition, including the upper mentioned extensive pitting corrosion, alteration caused by accumulation of chemical reagents and fumes (a freeway with heavy traffic is next to the sculpture) or accelerated oxidation due to organic material and sap from the surrounding plants and trees.



Photo 9: Alteration on the palms of the figure, which depict a black tone.

2- Previous treatments

Not observable. There are not records of maintenance procedures or of periodic cleaning.

3- Treatment proposed

The main goal of this treatment is to eliminate the soiling from the objects' surface. I propose a mild and exploratory washing that will not affect the patina or paint, but it will effectively halt long-term damages, namely the ones caused by the accumulated chemicals from the surrounding traffic and environment, along with dissolving the calcium buildup. After the cleaning we will have a better understanding of the extension of the pitting and of the paint deterioration.

A corrosion treatment with Benzotriazole is also planned to prevent the pitting from expanding into localized oxidation, followed by coating with protective museum-grade wax.

Cleaning

Washing with phosphate-free mild detergent in tepid distilled water. Hand scrubbing with soft bristles and nylon brushes and sponges. Rinse with distilled water and micro-fiber cloth.

Test of specific detergents, chelates (EDTA) and mild organic solvents (on cotton swabs), in order to eliminate tenacious superficial calcium buildups.

Chemical Stabilization

Use of oxidation inhibitor agent (Benzotriazole at 5% in ethanol), applied with small brush on the visible metal spots and pitting.

Protective coating

Coating with microcrystalline wax (Green and Stone, England) in mineral spirits. Application on heated surfaces with soft brush. Buffing to seal up the coating, with brush and micro-fiber cloth.

4- Cost estimate

The estimated cost for the treatment of this sculpture is $3,780.00 and includes work, all the materials and a post conservation report with photos of the several phases of the procedure.

This conservation treatment should be completed in 6 days, weather and temperature conditions allowing.

December 18, 2023.

Luis Seixas

The following page(s) contain the backup material for Agenda Item: A resolution approving the Fifteenth Amendment to the Agreement between the City of St. Petersburg, Florida and Green Savoree St. Petersburg, LLC establishing the dates for the 2025 race.
Please scroll down to view the backup material.

CB-5

MEMORANDUM
CITY OF ST. PETERSBURG
Consent Agenda

City Council Meeting of September 5, 2024

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

FROM: Chris Ballestra, Managing Director - City Development Administration

SUBJECT: Approving the Fifteenth Amendment to the Agreement between the City of St. Petersburg, Florida and Green Savoree St. Petersburg, LLC for the conduct of professional automobile racing in downtown St. Petersburg.

EXPLANATION: Attached please find the Fifteenth Amendment to the Agreement between the City and Green Savoree St. Petersburg, LLC ("Green Savoree") to provide continued professional automobile racing in downtown St. Petersburg. Currently, the Agreement allows professional automobile racing in downtown St. Petersburg via contract through 2028. The official dates for the Firestone Grand Prix of St. Petersburg in the 2025 IndyCar season are scheduled for February 28th thru March 2nd, to be codified in the subject amendment. Staff will continue to work with Green Savoree and IndyCar to ensure future event dates beyond 2025 are calendared with ample lead time.

RECOMMENDATION: Administration recommends that City Council adopt the attached Resolution authorizing Mayor, or his designee, to execute a Fifteenth Amendment to Agreement with Green Savoree St. Petersburg, LLC.

COST/FUNDING ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Resolution
Fifteenth Amendment to Agreement

APPROVALS:

Administration: _____ Budget: Kaitlyn Berger

RESOLUTION NO. 2024-_____

A RESOLUTION APPROVING THE FIFTEENTH AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND GREEN SAVOREE ST. PETERSBURG, LLC FOR THE CONDUCT OF PROFESSIONAL AUTOMOBILE RACING IN DOWNTOWN ST. PETERSBURG; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE FIFTEENTH AMENDMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIFTEENTH AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and Andretti Green Promotions, LLC ("Andretti Green") entered into an agreement for the conduct of professional automobile racing in downtown St. Petersburg, dated September 16, 2004; and

WHEREAS, the agreement has been amended fourteen times (the agreement as previously amended is hereinafter referred to as the "Agreement"); and

WHEREAS, City Council previously approved an ownership change in Andretti Green which resulted in Kevin Savoree and Kim Green remaining as owners of a promotions company renamed Green Savoree St. Petersburg, LLC ("Green Savoree"); and

WHEREAS, the City and Green Savoree desire to further amend the Agreement to revise the dates of the 2025 Race Event (defined in the Agreement), provide that dates for the Race Events to be conducted in years 2026, 2027 and 2028 will be mutually agreed upon by the City, Green Savoree and the Sanctioning Body (as defined in the Agreement) by October 1 the year prior to the Race Event, and modify other necessary provisions; and

WHEREAS, Administration recommends approval of the Fifteenth Amendment.

NOW, THEREFORE, **BE IT RESOLVED** by the City Council of the City of St. Petersburg, Florida that the Fifteenth Amendment to the Agreement between the City of St. Petersburg, Florida and Green Savoree St. Petersburg, LLC for the conduct of professional automobile racing in downtown St. Petersburg is hereby approved by this Council.

BE IT FURTHER RESOLVED that the City Attorney's Office is authorized to make non-substantive changes to the Fifteenth Amendment.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Fifteenth Amendment.

This Resolution shall become effective immediately upon its adoption.

LEGAL: DEPARTMENT:

00761755

FIFTEENTH AMENDMENT TO AGREEMENT
Between
THE CITY OF ST. PETERSBURG, FLORIDA
And
GREEN SAVOREE ST. PETERSBURG, LLC
For
THE CONDUCT OF PROFESSIONAL AUTOMOBILE RACING
IN DOWNTOWN ST. PETERSBURG

THIS FIFTEENTH AMENDMENT ("Fifteenth Amendment") is made and entered into as of the ____ day of September, 2024, by and between the City of St. Petersburg, Florida, a municipal corporation ("City"), and Green Savoree St. Petersburg, LLC, an Indiana limited liability company ("Green Savoree"), (collectively, "Parties").

RECITALS

WHEREAS, the City and Andretti Green Promotions, LLC entered into an agreement for the conduct of professional automobile racing in downtown St. Petersburg, dated September 16, 2004; and

WHEREAS, the agreement has been amended fourteen times (the agreement as previously amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment, Twelfth Amendment, Thirteenth Amendment and Fourteenth Amendment is hereinafter referred to as the "Agreement"); and

WHEREAS, City Council previously approved an ownership change in Andretti Green Promotions, LLC which resulted in Kevin Savoree and Kim Green remaining as owners of a promotions company renamed Green Savoree St. Petersburg, LLC; and

WHEREAS, the Parties desire to further amend the Agreement to revise the dates of the 2025 Race Event, provide that dates for the Race Events to be conducted in years 2026, 2027 and 2028 will be mutually agreed upon by the City, Green Savoree and the Sanctioning Body by October 1 the year prior to the Race Event, and modify other necessary provisions.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Green Savoree agree as follows:

1. The capitalized terms set forth in this Fifteenth Amendment shall have the meanings set forth in the Agreement, unless otherwise defined herein.

2. The Agreement is hereby amended as follows:

Paragraph 5.1 of the Agreement is deleted and replaced with the following:

5.1 Term and Extension. This Agreement was for an initial term of three (3)

years with an option to extend the term for two (2) additional years. Andretti Green exercised that option so that the original Agreement would have had an expiration date of September 15, 2009. Pursuant to Paragraph 5.2 of this Agreement, the Parties previously extended the term of this Agreement to April 30, 2026, and on July 20, 2023, the term of the Agreement was extended so that the expiration date is April 30, 2028. This Agreement may be further extended pursuant to Paragraph 5.2 of this Agreement. References in this Agreement to "Term" shall include the initial term and all extensions thereof.

3. The Agreement is hereby amended as follows:

Paragraphs 6.1. A. and 6.1.B of the Agreement are deleted and replaced with the following:

6.1 Obligation to Conduct Race Events and Scheduling.

A. Green Savoree shall produce and conduct an annual Race Event during the Term, which commenced in the year 2005. The dates of the Race Event to be conducted in the year 2025 shall be February 28, 2025 through March 2, 2025.

B. Race Events to be held in the years 2026, 2027, and 2028 shall be held on dates mutually agreeable to the City, Green Savoree and the Sanctioning Body; provided that such dates must be agreed upon by October 1 the year before the next Race Event.

4. All other terms and conditions of the Agreement shall remain in full force and effect.

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

CITY OF ST. PETERSBURG, FLORIDA:

By:_____

Print: _____

Title:_____

ATTEST:

_____
Chan Srinivasa, City Clerk

(Seal)

GREEN SAVOREE ST. PETERSBURG, LLC

Sign:_____

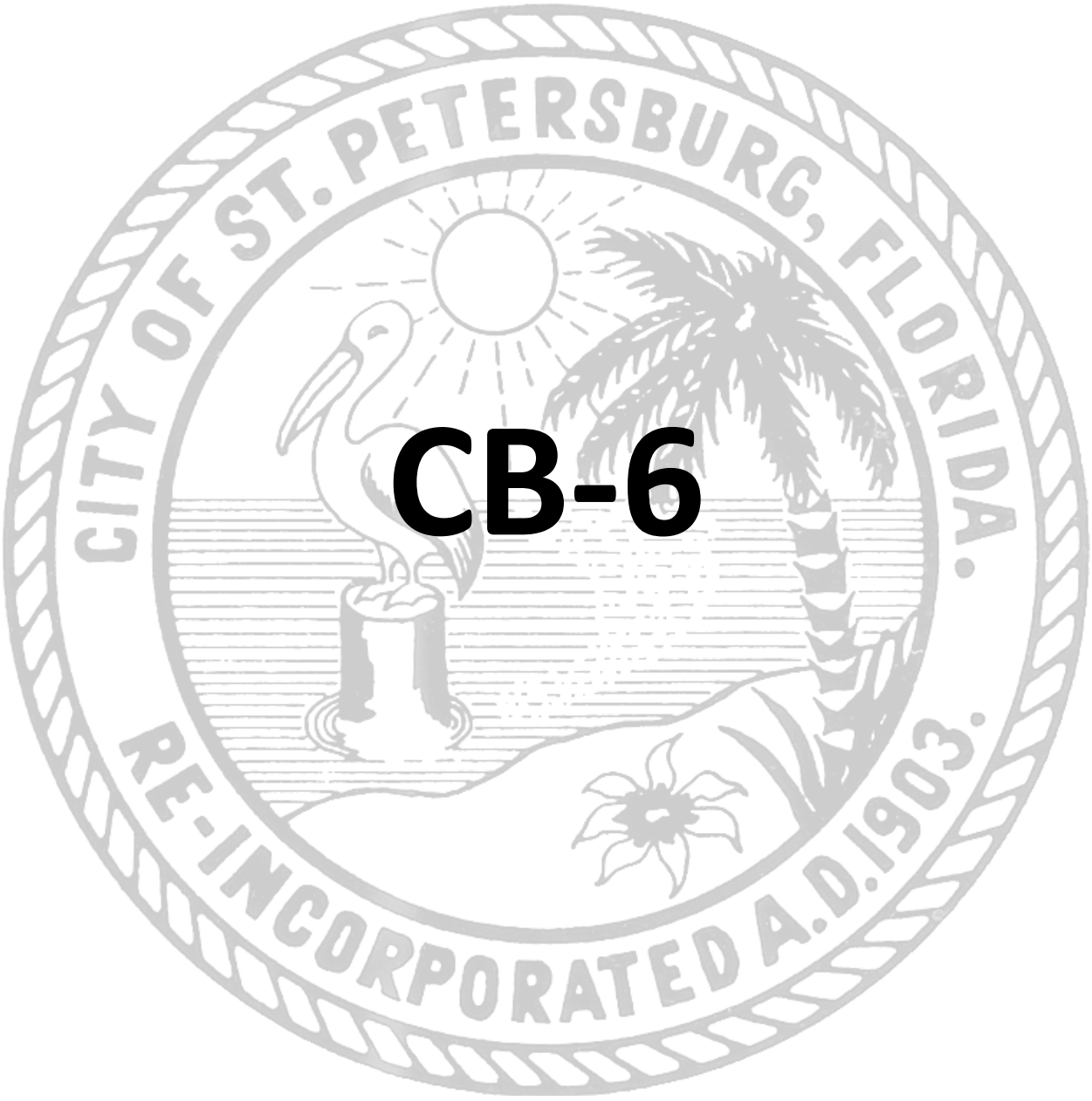
Print:_____

Title:_____

Approved as to Content and Form:

_____
City Attorney (Designee) 00761754

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. Anthonys Hospital, Inc., a Florida not-for-profit corporation, for the use of City-owned land located at approximately 1100 Fifth Avenue North, St. Petersburg, for continued utilization as an employee and visitor parking lot, for an initial term of five (5) years at an initial monthly fee of $1,245.59
Please scroll down to view the backup material.



CB-6

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of September 5, 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. Anthony's Hospital, Inc., a Florida not-for-profit corporation, for the use of City-owned land located at approximately 1100 Fifth Avenue North, St. Petersburg, for continued utilization as an employee and visitor parking lot, for an initial term of five (5) years at an initial monthly fee of $1,245.59; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: On September 6, 1979, City Council adopted Resolution No. 79-634 providing approval for the City of St. Petersburg to enter into a ten (10) year lease with St. Anthony's Health Care, Inc., a/k/a St. Anthony's Hospital ("Lessee"), for use of City-owned land located at approximately 1100 Fifth Avenue North, St. Petersburg ("Premises"), and authorizing the construction of an employee parking facility ("Improvements"), by the Lessee, on the property. On September 29, 2004, the City of St. Petersburg ("City") and the Lessee, (collectively "Parties"), entered into a Parking Lot Lease Agreement ("Lease") for a period of twenty (20) years, expiring on September 30, 2024, for use of the Premises. The Lease provided for the reconstruction of the existing parking facility, by the Lessee, at a reported cost of $162,862. On March 7, 2013, the Parties entered into a First Amendment to the Lease to correct two (2) scrivener errors, confirm the authority of the Lessee to make further improvements to the Premises and to allow the Lessee to use the Premises for visitor parking in addition to employee parking. Pursuant to the First Amendment, the proper legal name of the Lessee was changed to St. Anthony's Hospital, Inc. The Lessee currently pays a monthly fee of $1,186.28.

In January 2024, City Administration received an inquiry from the Lessee regarding a new agreement to allow continued use of the Premises as a parking lot. After discussions with appropriate staff, including the Director of Transportation and Parking Management, Real Estate and Property Management was directed to prepare a License Agreement ("License") with an initial term of five (5) years ("Term"), with allowance for one 5-year extension of the Term which, would require approval by City Administration. It was the decision of Administration to convert the renewal agreement to the License rather than continuing a lease agreement, due to no major funding commitments for improvements being made to the Premises.

St. Anthony's Hospital, Inc. ("Licensee") has executed a License for an initial term of five (5) years, subject to approval by City Council. The monthly fee during the first year of the initial term will be $1,245.59, which will be increased by 5% on each anniversary of the effective date of the License.

The Licensee is responsible for the maintenance of the Premises and all Improvements thereon. Further, the Licensee is responsible for payment of all utilities, fees and any applicable taxes, and will maintain a general liability insurance policy in the amount of $1,000,000 per claim which will protect 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.

RECOMMENDATION: Administration recommends that City Council authorize the Mayor, or his Designee, to execute a License Agreement with St. Anthony's Hospital, Inc., a Florida not-for-profit corporation, for the use of City-owned land located at approximately 1100 Fifth Avenue North, St. Petersburg, for continued utilization as an employee and visitor parking lot, for an initial term of five (5) years, at an initial monthly fee of $1,245.59, and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENT: Resolution

APPROVALS: Administration: _____ AMF EM

Budget: N/A

RESOLUTION NO. 2024- __

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT WITH ST. ANTHONY'S HOSPITAL, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR THE USE OF CITY-OWNED LAND LOCATED AT APPROXIMATELY 1100 FIFTH AVENUE NORTH, ST. PETERSBURG, FOR CONTINUED UTILIZATION AS AN EMPLOYEE AND VISITOR PARKING LOT, FOR AN INITIAL TERM OF FIVE (5) YEARS, AT AN INITIAL MONTHLY FEE OF $1,245.59; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, St. Anthony's Hospital, Inc., a Florida not-for-profit corporation ("Licensee"), desires to continue use of City-owned land located at approximately 1100 Fifth Avenue North, St. Petersburg, Florida, as more fully described and depicted on Exhibit "A", attached hereto and made a part hereof ("Premises"); and

WHEREAS, the Licensee has utilized the Premises as a parking lot for use by its employees and visitors since September, 1979; and

WHEREAS, the proposed license agreement between the City and the Licensee will be for an initial term of five (5) years with allowance for one 5-year extension, which would require approval by City Administration, for an initial monthly fee of $1,245.59 to be increased by 5% on each anniversary of the effective date ("License Agreement"); and

WHEREAS, pursuant to the License Agreement, the Licensee will assume all maintenance responsibilities to the Premises and improvements thereon and pay for utilities in addition to applicable sales tax and insurance.

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 the Licensee, for use of the Premises as an employee and visitor parking lot, for an initial term of five (5) years with allowance for one 5-year extension, which would require approval by City Administration, at an initial monthly fee of $1,245.59, to be increased by 5% on each anniversary of the effective date, as described in the foregoing recitals; and to execute all documents necessary to effectuate same.

This resolution shall become effective immediately upon its adoption.

Legal:

Isabella Sabel

City Attorney (Designee) 00762607

Real Estate & Property Management:

Aaron Fisch, Director

Transportation & Parking Management:

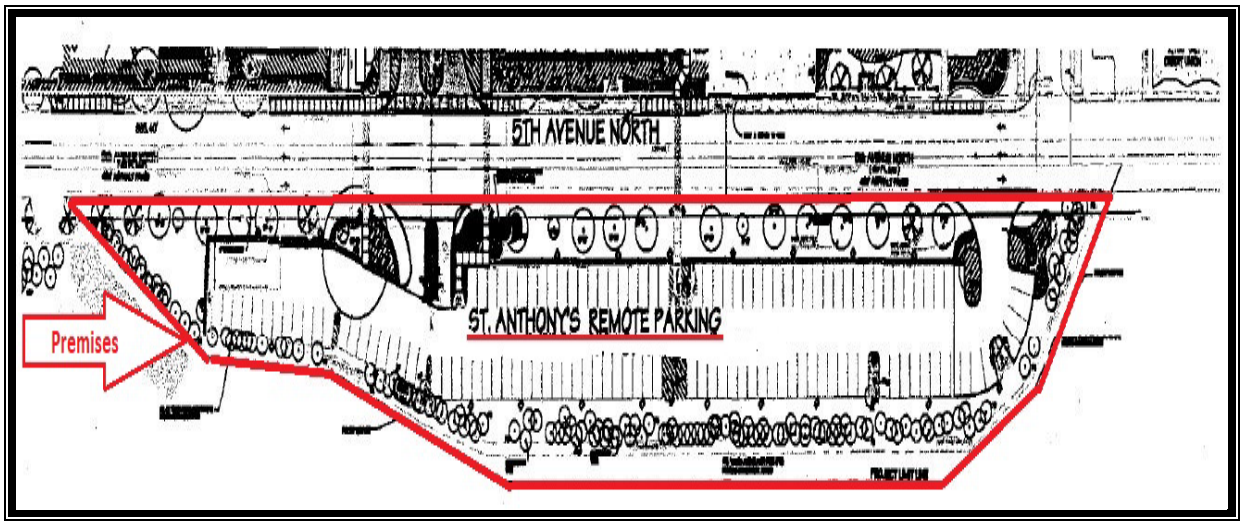
Evan Mory

Evan Mory, Director

Exhibit "A"

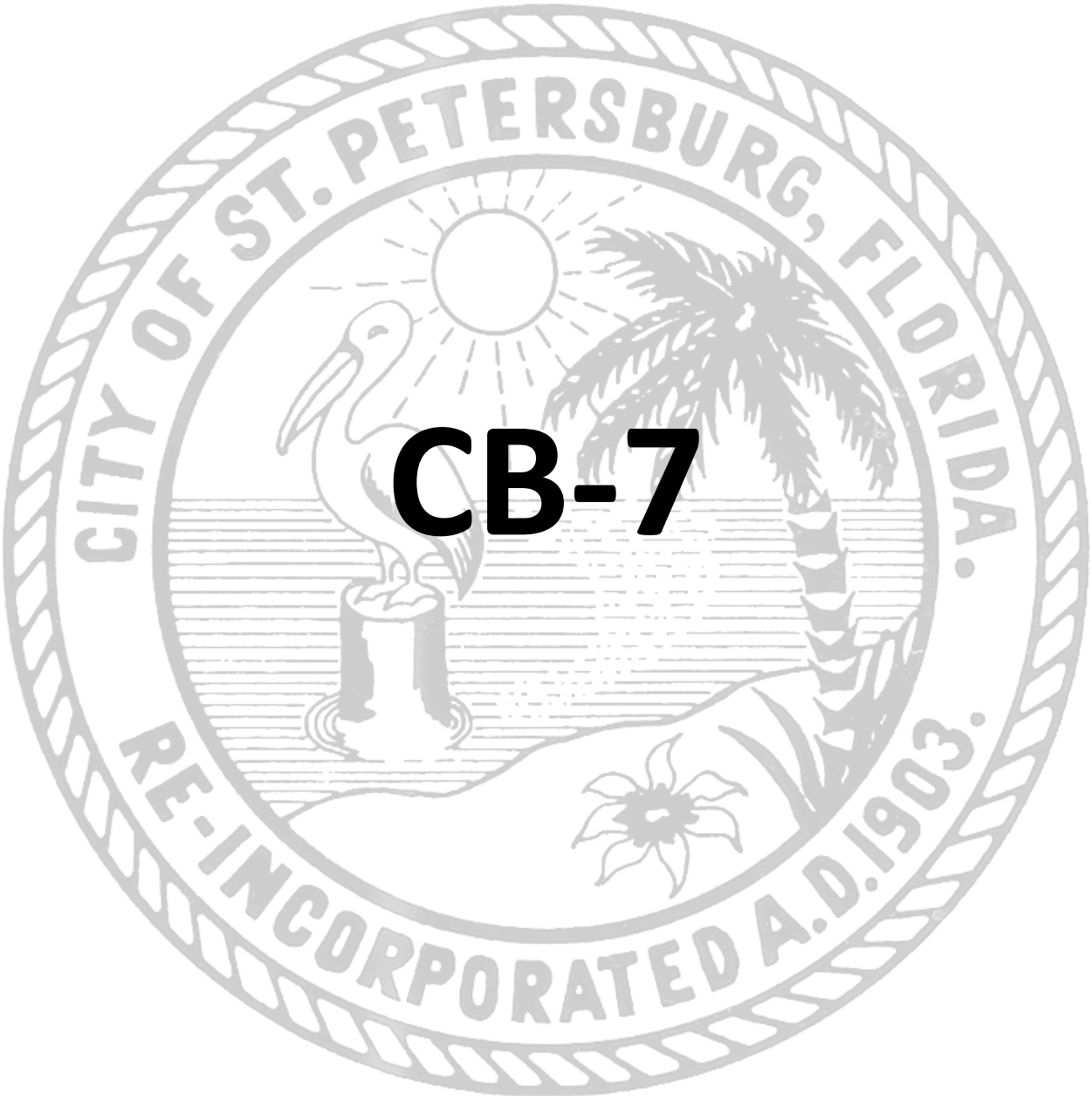
Premises





Legal Description: Lot 1, Block 1, FIFTH AVENUE REPLAT
Parcel ID Number: 24-31-16-27814-001-0010

The following page(s) contain the backup material for Agenda Item: A resolution authorizing the Mayor, or his designee, to execute a License Agreement with the Pinellas Opportunity Council, Inc., a Florida not-for-profit corporation, for the use of +132 sq. ft. of office space and common areas within the City-owned Dwight H. Jones Neighborhood Center located at 1035 Burlington Avenue North, St. Petersburg, for a period of thirty-six (36) months for an aggregate fee of $36.00.
Please scroll down to view the backup material.



CB-7

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of September 5, 2024

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

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a License Agreement with the Pinellas Opportunity Council, Inc., a Florida not-for-profit corporation, for the use of ±132 sq. ft. of office space and common areas within the City-owned Dwight H. Jones Neighborhood Center located at 1035 Burlington Avenue North, St. Petersburg, for a period of thirty-six (36) months for an aggregate fee of $36.00; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: The Real Estate and Property Management Department received a request from Pinellas Opportunity Council, Inc. ("POC") to enter into a new license agreement for its continued exclusive use of ±132 sq. ft. of office space ("Premises"), along with non-exclusive rights to utilize the common areas and the kitchen, on Monday through Friday between the hours of 7:00 a.m. to 7:00 p.m., within the Dwight H. Jones Neighborhood Center ("Center") located at 1035 Burlington Avenue North, St. Petersburg. POC has utilized space within the Center since 2018. The Premises shall be used by the Licensee as an office for the administration of its various social service programs to provide funds for rental and utility bill payment assistance and providing information to community residents in need of financial planning, which promote the Licensee's programs and for no other purpose.

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 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 Licensee will keep and maintain the interior of the Premises and use all reasonable precautions to prevent waste or damage to the Premises. The Licensee is responsible for all costs of utilities and other services including telephone, internet services, and cable/satellite television, in addition to applicable taxes in association with its use of the Premises. Since utilities are not separately metered for the Premises, the License provides for an estimated utility bill payment of $50.00 per month with an annual reconciliation of the estimated amounts paid with the actual costs incurred. Additionally, the Licensee will maintain a commercial general liability insurance policy in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of the Licensee's use of the Premises. The License may be terminated without cause by either party with ninety (90) days written notice prior to the scheduled date of termination. Under the terms of the License, the City is under no obligation to provide a replacement facility under any circumstances. The subject property is zoned Neighborhood Suburban Multi-Family (NSM-2).

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a License Agreement with the Pinellas Opportunity Council, Inc., a Florida not-for-profit corporation, for the use of ±132 sq. ft. of office space and common areas within the City-owned Dwight H. Jones Neighborhood Center located at 1035 Burlington Avenue North, St. Petersburg, for a period of thirty-six (36) months for an aggregate fee of $36.00; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Resolution

APPROVALS: Administration: _____ AMF CB

Budget: N/A

RESOLUTION NO. 2024-___

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT WITH THE PINELLAS OPPORTUNITY COUNCIL, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR THE USE OF ±132 SQ. FT. OF OFFICE SPACE AND COMMON AREAS WITHIN THE CITY-OWNED DWIGHT H. JONES NEIGHBORHOOD CENTER LOCATED AT 1035 BURLINGTON AVENUE NORTH, ST. PETERSBURG, FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR AN AGGREGATE FEE OF $36.00; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Pinellas Opportunity Council, Inc., a Florida not-for-profit corporation ("Licensee"), desires to continue the exclusive use of ±132 sq. ft. of office space within the City-owned Dwight H. Jones Neighborhood Center ("Center") located at 1035 Burlington Avenue North, St. Petersburg, Florida, as more fully described and depicted on Exhibit "A", attached hereto and made a part hereof ("Premises"), along with non-exclusive rights to utilize the common areas and the kitchen of the Center, Monday through Friday between the hours of 7:00 a.m. to 7:00 p.m., at the sole discretion of the City; and

WHEREAS, the Licensee has utilized space within the Center since 2018 and will utilize the Premises as an office for the administration of its various social service programs to provide funds for rental and utility bill payment assistance and provide information to community residents in need of financial planning, which promote the Licensee's programs; and

WHEREAS, the proposed license agreement between the City and the Licensee ("License Agreement"), will be for a term of thirty-six (36) months, at an aggregate fee of $36.00, to be paid on or prior to commencement of the License; and

WHEREAS, since utilities are not separately metered for the Premises, the License Agreement provides for an estimated utility bill payment of $50.00 per month with an annual reconciliation of the estimated amounts paid with the actual costs incurred; and

WHEREAS, these terms and conditions are consistent with prior license agreements with the Licensee and other not-for-profit organizations.

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 the Licensee, for the exclusive use of the Premises, along with non-exclusive use of the common areas and the kitchen of the Center, Monday through Friday between the hours of 7:00 a.m. to 7:00 p.m., at the sole discretion of the City, for a period of thirty-six (36) months for an aggregate fee of $36.00, as described in the foregoing recitals; and to execute all documents necessary to effectuate same.

This resolution shall become effective immediately upon its adoption.

Legal:

City Attorney (Designee) 00762635

City Development Administration:

Chris Ballestra, Managing Director
Development Coordination

Real Estate and Property Management:

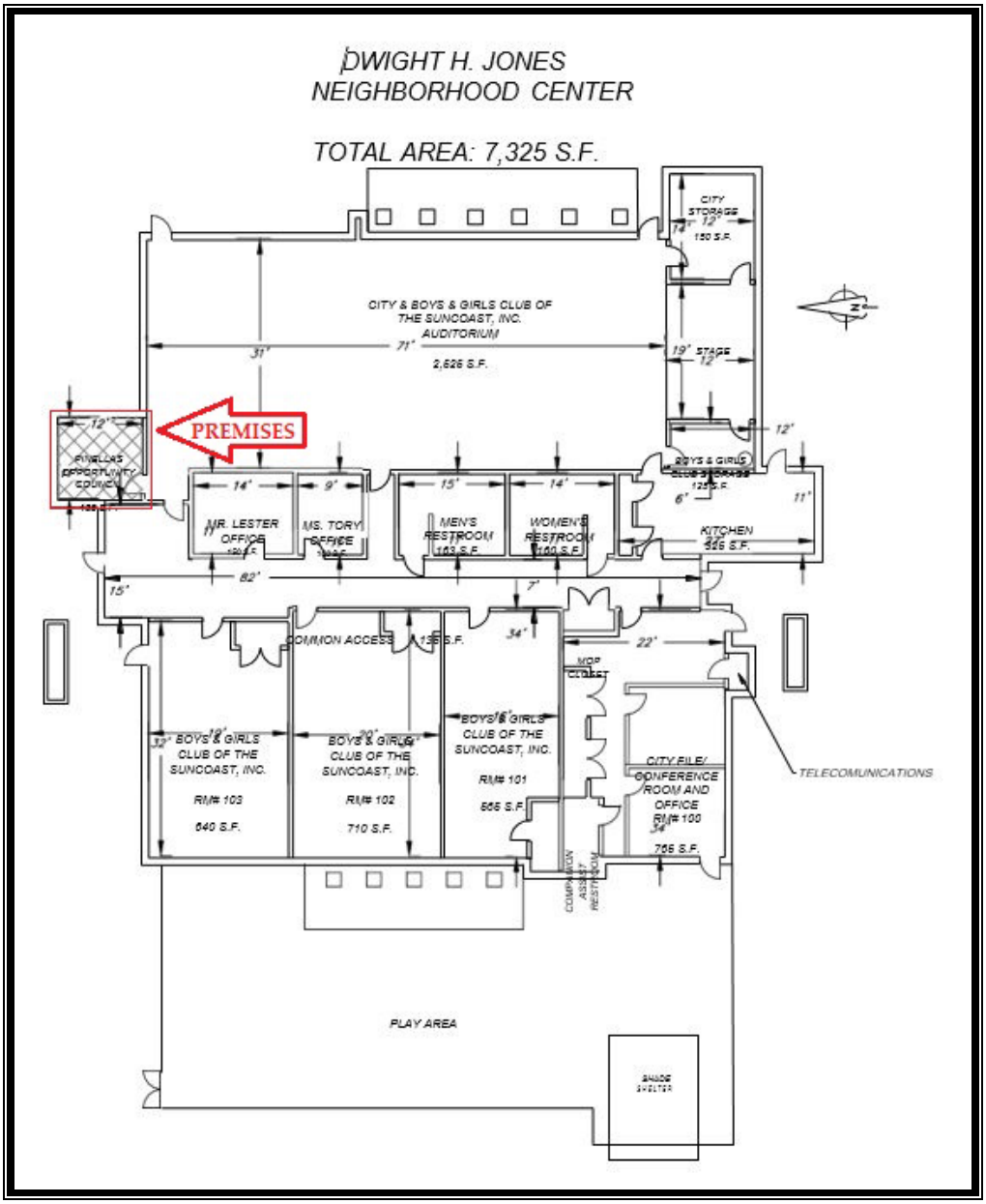
Aaron Fisch, Director

EXHIBIT "A"
PREMISES

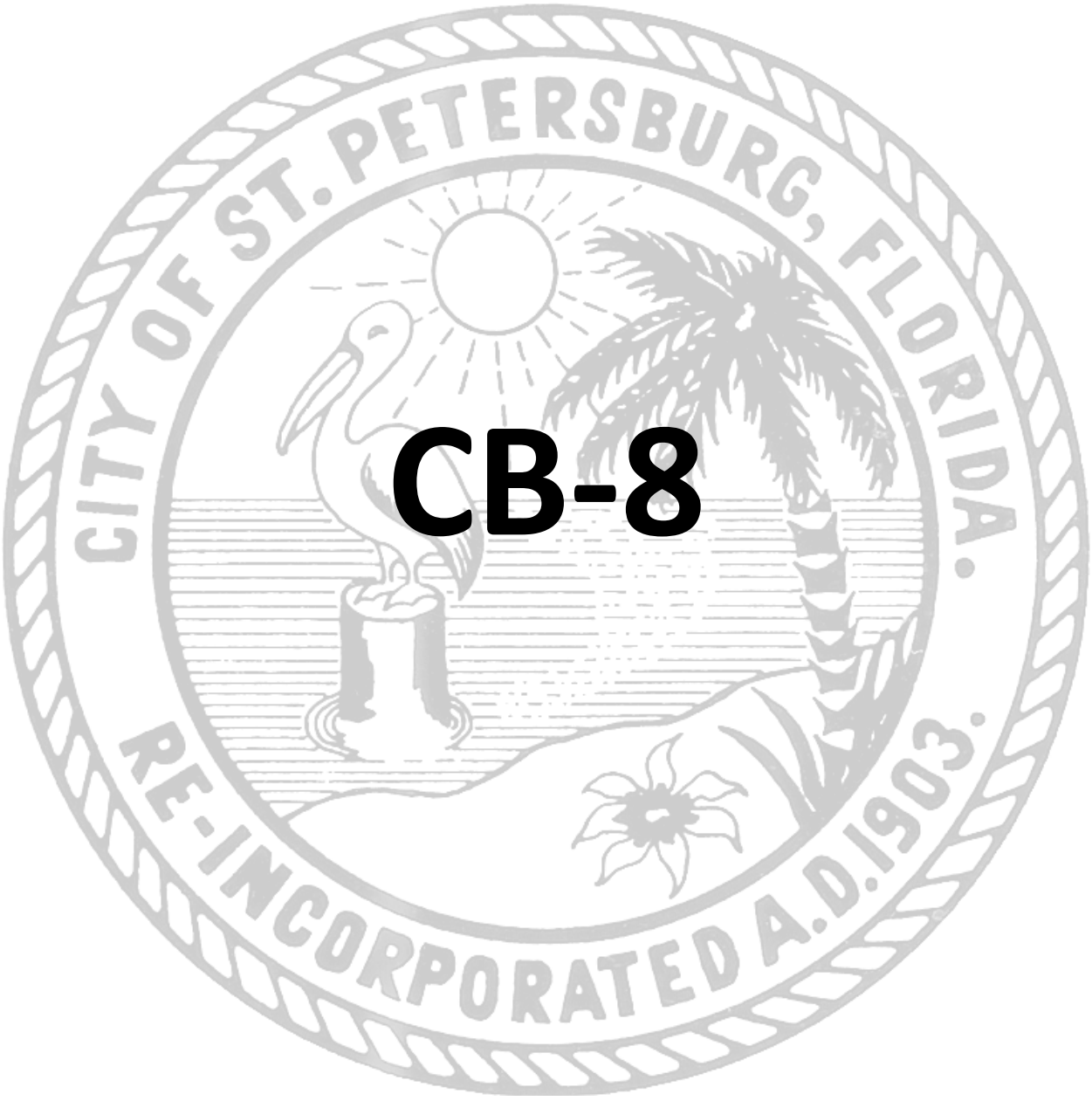
Approximately 132 square feet of space located within the City-owned facility referred to as the Dwight H. Jones Neighborhood Center, located at 1035 Burlington Avenue North, St. Petersburg, Florida 33705

LEGAL DESCRIPTION: LOT 1, BLOCK 1, JAMESTOWN REPLAT UNIT VI, as recorded in Plat Book 76, Page 12, Public Records of Pinellas County, Florida.

Pinellas County Parcel I.D. No.: 24/31/16/43824/001/0010



The following page(s) contain the backup material for Agenda Item: A resolution approving a three-year agreement with two three-year renewal options between the Pinellas Suncoast Transit Authority (PSTA), City of St. Petersburg, Florida (City) and St. Petersburg Downtown Partnership, Inc. (Partnership) related to funding the downtown circulator service route; authorizing the Mayor or his designee to execute the agreement; authorizing the City Attorney's Office to make non-substantive changes to the agreement; and providing an effective date.
Please scroll down to view the backup material.



CB-8

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of September 5, 2024

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

SUBJECT: A resolution approving a three-year agreement with two three-year renewal options between the Pinellas Suncoast Transit Authority ("PSTA"), City of St. Petersburg, Florida ("City") and St. Petersburg Downtown Partnership, Inc. ("Partnership") related to funding the downtown circulator service route; authorizing the Mayor or his designee to execute the agreement; authorizing the City Attorney's Office to make non-substantive changes to the agreement; and providing an effective date.

EXPLANATION: Following the completion of the Downtown St. Petersburg Circulation Improvement Study that PSTA undertook to analyze options for improving transit circulation within downtown St. Petersburg, an enhanced Downtown Looper Trolley service went in effect in October 2018. The enhanced service consisted of modifications to the Looper route in the downtown core, expansion of the route to the medical facilities in the Innovation District, increased operating hours, fare-free service, and 15-minute headways. The City entered into a three-year agreement with the PSTA and Downtown Partnership to fund the route expansion and increased operating hours without revenues from fares. The new route required three vehicles to maintain a 15-minute headway. The PSTA was awarded a three-year, $900,000 service development grant from the FDOT. During the first year of enhanced service, FY19, the Downtown Looper carried nearly twice as many riders as it did in FY18 (99% increase) which validated the successful outcome of the revised service. Looper ridership in FY20 decreased from FY19 levels due to COVID-19. Service was suspended in March 2020 and there was no service in April and May of 2020. Ridership levels starting in April 2021 again exceeded FY18 levels.

Based on the success of the enhanced Looper service during its first three years of operations, the Transportation and Parking Management Department worked with the PSTA and Downtown Partnership to develop a renewal of the funding agreement for three more years, from FY22 to FY24. The City executed the first renewal option under the agreement on September 29, 2021. All three partners agreed to contribute funding and the remaining $149,001 from the FDOT grant was utilized. It was determined during the renewal process that two vehicles can effectively maintain 17-minute headways on a routine basis. Ridership levels in FY22 and FY23 have exceeded the ridership in FY19 (which was almost double the FY18 ridership), and the ridership in FY24 through July has exceeded the total ridership of any fiscal year over the six-year period of enhanced service.

Due to the continued success of the enhanced Looper service through FY24, the PSTA, City, and Partnership began working on a new funding agreement ("Agreement") earlier this year. Under the Agreement, the City would pay $423,176 in FY25, $435,871 in FY26 and $448,947 in FY27, for a total of $1,307,994. The FDOT service development grant has been expended, so FDOT will not be a funding partner for the Agreement. PSTA will enter into a separate agreement with the Partnership for two Looper vehicles to provide the proposed level of service. The Agreement will maintain the current service area and allow the service to remain free. The Looper service will

operate from 7 a.m. to 10 p.m. on Mondays through Friday and 8 a.m. to 10 p.m. on Saturdays and Sundays with approximately 15-minute to 20-minute headways.

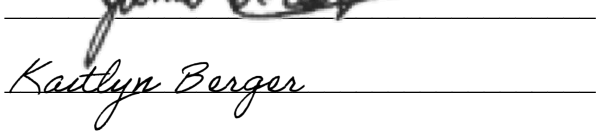
RECOMMENDATION: Administration recommends that City Council adopt the attached resolution approving a three-year agreement with two three-year renewal options between the Pinellas Suncoast Transit Authority ("PSTA"), City of St. Petersburg, Florida ("City") and St. Petersburg Downtown Partnership, Inc. ("Partnership") related to funding the downtown circulator service route; authorizing the Mayor or his designee to execute the agreement; authorizing the City Attorney's Office to make non-substantive changes to the agreement; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: The City's contribution of $423,176 for year one of the funding agreement between the PSTA, City and Downtown Partnership will be available in the FY25 Operating Budget in the Parking Revenue Fund (1021), Transportation & Parking Management Department (281), Parking Facilities Management Division (1245) following City Council Adoption of the City of St. Petersburg FY25 Budget.

ATTACHMENTS: Resolution
Agreement

APPROVALS:

Administrative: 

Budget: 

Resolution No. 2024- _____

A RESOLUTION APPROVING A THREE-YEAR AGREEMENT WITH TWO THREE-YEAR RENEWAL OPTIONS BETWEEN THE PINELLAS SUNCOAST TRANSIT AUTHORITY ("PSTA"), CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND ST. PETERSBURG DOWNTOWN PARTNERSHIP, INC. ("PARTNERSHIP") RELATED TO FUNDING THE DOWNTOWN CIRCULATOR SERVICE ROUTE; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, PSTA, the City and the Partnership (the "Parties") each contribute to the existing service provided in the City's downtown area by the Looper Group, Inc. ("Agency"), a Florida not-for-profit corporation designated by the Florida Department of Transportation ("FDOT") as the Transportation Management Organization administered by the Downtown Partnership; and

WHEREAS, in 2016, PSTA and the City began conducting the Downtown St. Petersburg Circulation Improvement Study in partnership with the Agency to analyze options for improving transit circulation within downtown St. Petersburg; and

WHEREAS, after extensive public engagement, the Parties came to consensus with downtown stakeholders on the final routing of the new, expanded downtown circulator route to be launched in October 2018 with increased services hours; and

WHEREAS, on September 25, 2018, the Parties entered into the downtown circulator route funding agreement ("Original Agreement") to provide for a more robust, innovative public transportation system that incorporates evolving technologies to benefit the residents, employees and visitors in Pinellas County, including St. Petersburg for fiscal years 2019 to 2021; and

WHEREAS, the parties to the Original Agreement executed a three-year renewal option to the Original Agreement ("First Renewal and Amendment") on September 29, 2021 to continue to assist with funding the operations of the Increased Downtown Circulator Service for fiscal years 2022 to 2024 and to amend the Original Agreement to update exhibits and provide for additional funding for "plug" service hours to meet peak demand periods; and

WHEREAS, the Original Agreement is set to expire on September 30, 2024 and the City, recognizing the benefits of improved downtown circulation, desires to execute a new three-year agreement with two three-year renewal options ("Agreement") to continue to assist with funding the operations of the Increased Downtown Circulator Service for fiscal years 2025 to 2027; and

WHEREAS, the Parties will contribute funding and in-kind contributions for the Downtown Circulator Service; and

WHEREAS, the City's contribution of $423,176 for year one of the initial three-year term of the Agreement will be available in the FY25 Operating Budget, Parking Revenue Fund (1021), Transportation & Parking Management Department, Parking Management Administration (281-1245) following City Council adoption of the City of St. Petersburg FY25 Budget.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the three-year agreement with two three-year renewal options ("Agreement") between the Pinellas Suncoast Transit Authority ("PSTA"), City of St. Petersburg, Florida ("City") and St. Petersburg Downtown Partnership, Inc. ("Partnership") related to funding the downtown circulator service route is hereby approved.

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

BE IT FURTHER RESOLVED that the City Attorney's Office is authorized to make non-substantive changes to the Agreement.

This resolution shall become effective immediately upon its adoption.

City Attorney (Designee) 00761434.doc

Administration

DOWNTOWN CIRCULATOR ROUTE
FUNDING AGREEMENT

THIS DOWNTOWN CIRCULATOR ROUTE FUNDING AGREEMENT (Agreement) is entered into on this 1st day of October, 2024 (Effective Date), by and between the PINELLAS SUNCOAST TRANSIT AUTHORITY, an independent special district of the State of Florida with its principal place of business located at 3201 Scherer Drive North, St. Petersburg, FL 33716 (PSTA), the CITY OF ST. PETERSBURG, FLORIDA, a Florida municipal corporation with its principal place of business located at 175 5th St N, St. Petersburg, Florida 33711 (the City), and ST. PETERSBURG DOWNTOWN PARTNERSHIP, INC., a Florida not-for-profit corporation with its principal place of business located at 244 2nd Ave N., Suite 201, St. Petersburg, Florida 33701 (the Partnership)(collectively, the Parties).

WHEREAS, the Parties entered into an agreement for the funding of the Downtown Circulator Service provided by the Looper Group, Inc. (Looper) through an agreement with PSTA on September 25, 2018 for a three (3) year term, which was renewed for an additional three (3) year term. That agreement expires on September 31, 2024; and

WHEREAS, the Looper service operates from 7AM EST/EDT Monday – Friday and 8AM EST/EDT on Saturday and Sundays with service ending at 10PM EST/EDT each night; and

WHEREAS, PSTA has a separate agreement with Looper for two (2) Looper vehicles to provide the proposed level of service; and

WHEREAS, the City, recognizing the benefits of improved downtown circulation, desires to continue to assist with funding the operations of the Downtown Circulator Service as operated by the Looper; and

WHEREAS, the Partnership will continue to administer and operate the Downtown Circulator Service; and

WHEREAS, the Parties wish to enter into a new agreement to provide for the continued operation and funding of the Downtown Circulator Service.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. RECITALS. The above recitals are true and correct and are hereby incorporated by reference.

2. EFFECTIVE DATE AND TERM. This Agreement shall take effect on the date first above written and shall continue through the Initial Term and any Renewal Term(s) (as defined below), unless terminated sooner pursuant to the terms of this Agreement.

3. TERM. The initial term of this Agreement shall commence and be effective as of the Effective Date and shall continue through September 30, 2027 (the Initial Term). This

Agreement may be renewed upon mutual written consent of the Parties for up to two (2) additional three (3) year terms (each a Renewal Term). If the Parties mutually agree in writing to renew this Agreement, such Renewal shall be affected through an amendment to this Agreement. The Parties agree to meet and confer at least six (6) months in advance of the expiration date of the then expiring term to discuss financial and operational terms that may be beneficial to the Parties and that would allow the Downtown Circulator Service as operated by the Looper to continue.

4. THE LOOPER CONTRACT; CONDITION PRECEDENT. The Parties acknowledge and agree that the Downtown Circulator Service to be funded through this Agreement is contingent upon PSTA's contract with Looper for the Downtown Circulator Service to maintain in effect (Looper Contract). Upon expiration or termination of the Looper Contract, however terminated, unless it is replaced with a similar agreement for the continued operation of the Downtown Circulator Service by the Looper, this Agreement shall automatically terminate.

5. CITY FUNDING CONTRIBUTION. Subject to the provisions of Section 11, the City shall contribute a portion of the total annual cost of the Downtown Circulator Service to PSTA. A true and accurate depiction of the funding formula for this Agreement and the contribution amount for the FY25 annual cost is attached as **Exhibit A** (the Funding Contribution). The Funding Contribution for FY25, which begins October 1, 2024 and ends September 30, 2025, shall be Four Hundred Twenty-three Thousand, One Hundred Seventy-six Dollars ($423,176.00). The amount of the Funding Contribution may increase in years two (2) and three (3) of the Initial Term to account for actual cost, provided that such increase shall not exceed three percent (3%) of the Funding Contribution for the previous year; and further provided that PSTA shall notify the City by September 1st of each year of the updated Funding Contribution for years two (2) and three (3) of the Initial Term. At least six (6) months before the first and second Renewal Term(s), if this Agreement is renewed, PSTA will update the actual costs to reflect any additional stakeholder donations and regular cost escalation of the Downtown Circulator Service. The updated Funding Contribution amount shall be set forth in a Revised Exhibit A pursuant to an amendment to this Agreement.

A. BILLING AND PAYMENTS. The City shall pay the Funding Contribution for each fiscal year to PSTA in quarterly installments. PSTA shall invoice the City on the first day of each quarter, beginning October 1, 2024, for one quarter (1/4) of the Funding Contribution. Payment shall be made by the City to PSTA in accordance with the Local Government Prompt Payment Act, Florida Statutes section 218.70, et. seq. PSTA shall remit all funding contributions received, as well as PSTA's matching funding contribution, to the Looper for the Downtown Circulator Service.

B. FAILURE TO MAKE PAYMENT. In the event City fails to pay the Funding Contribution pursuant to the terms of this Agreement, PSTA may immediately cancel this Agreement, which may result in the termination of the Downtown Circulator Service.

6. PARTNERSHIP CONTRIBUTIONS. The Partnership will provide in-kind contributions toward the Downtown Circulator Service as set forth on **Exhibit A** and shall continue to seek additional stakeholder contributions, grants, and funding opportunities for the Increased Downtown Circulator Service. PSTA staff will continue to assist the Partnership with grant applications or other funding opportunities which may contribute to the Downtown Circulator Service. In the event the Partnership fails to provide its in-kind contributions pursuant to the terms of this Agreement, PSTA may immediately cancel this Agreement, which may result in the termination of the Downtown Circulator Service.

7. PSTA CONTRIBUTION. Subject to the provisions of Section 10 and so long as all funding contributions are received pursuant to this Agreement, PSTA, at its cost and expense, shall provide the Downtown Circulator Service on the pre-determined route set forth in **Exhibit B** ("Route Map") by and through a separate agreement with the Looper, subject to Section 4. **Exhibit B** may be amended from time to time as the Downtown Circulator Service route changes. Such changes must be approved by the Parties in writing, and such written document will be attached to the then-current Exhibit B and Exhibit B will be deemed amended accordingly.

8. JOINT MARKETING. The Parties agree to coordinate any joint marketing effort to advertise the Downtown Circulator Service and other related transportation services within downtown St. Petersburg that encourage the use of transit services and/or micro-mobility services.

9. NON-EXCLUSIVE CONTRACT/PAYMENTS FOR ADDITIONAL SERVICES. This Agreement is a non-exclusive contract. Nothing contained herein shall be construed as restricting the rights of any party to contract for other services from the Looper such as charter services under a contract independent of, and separate from, this Agreement or the Looper Contract. Additionally, nothing contained herein shall be construed to affect or alter the maintenance and other services provided by the City to the Looper pursuant to a separate arrangement or agreement. Nothing contained herein shall be construed to limit or waive any of PSTA's rights under the Looper Contract.

10. PSTA FISCAL NON-FUNDING. In the event PSTA's governing body, in its sole and absolute discretion, determines that sufficient budgeted funds are not available to appropriate for payments due under this Agreement or the Looper Contract, PSTA shall notify the City of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without any penalty or expense.

11. NON-APPROPRIATION BY THE CITY. The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential city services have been budgeted and appropriated, sufficient monies for the funding that is

required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

12. TERMINATION FOR CAUSE. Any party may terminate this Agreement for cause at any time immediately upon written notice to the other party if the other party(ies): (a) fail(s) to fulfill or abide by any of the material terms or conditions in this Agreement; or (b) fail(s) to make payments as required by this Agreement. The terminating party shall provide written notice to the other parties, detailing the nature of the breach and providing ten (10) days in which to cure the breach. If, upon expiration of the cure period, the breach is not cured, this Agreement shall be deemed terminated as of the date of such expiration.

13. EFFECT OF TERMINATION. In the event this Agreement is terminated after the City has tendered all or a portion of its Funding Contribution but before the end of the fiscal year for such contribution, and the termination is based on no fault or breach by the City, the City's Funding Contribution shall be pro-rated for the number of days remaining in the fiscal year or quarterly payment period, if paid by quarterly installment, and any overpayment shall be returned to the City within fifteen (15) days of the date of termination.

14. NOTICE. All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. mail, return receipt requested addressed to the addresses set forth in the opening paragraph of this Agreement. Any party may change its above noted address by giving written notice to the other parties in accordance with the requirements of this section.

15. REPRESENTATIONS AND WARRANTIES. The Parties represent and warrant that they are authorized to enter into this Agreement without the consent or joinder of any other person or entity and that the individuals executing this Agreement have full power and authority to bind their respective parties hereto.

16. COUNTERPARTS. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

17. ENTIRE AGREEMENT. This Agreement, including all exhibits, constitutes the entire agreement between the Parties and supersedes all previous written or oral negotiations, agreements, proposals and/or understandings. There are no representations or warranties unless set forth in this Agreement and any exhibits hereto.

18. MUTUAL DRAFTING. This Agreement is the product of mutual drafting, each party having been represented by or having the opportunity to be represented by counsel, and therefore shall not be construed against either party.

19. SEVERABILITY. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and shall be treated as though that portion had never been a part hereof.

20. MODIFICATION. This Agreement shall only be amended by express written agreement of the Parties.

21. GOVERNING LAW AND VENUE. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida. The Parties consent to jurisdiction over them and agree that venue for any state action shall lie solely in the Sixth Judicial Circuit in and for Pinellas County, Florida, and for any federal actions shall lie solely in the U.S. District Court, Middle District of Florida, Tampa Division.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

PINELLAS SUNCOAST TRANSIT AUTHORITY

_____

Brad Miller, Chief Executive Officer

Attest:

_____

Rachael Cappolla, Executive Assistant

Approved as to form:

_____

Alan S. Zimmet, General Counsel

CITY OF ST. PETERSBURG, FLORIDA

_____

By:_____

Its: _____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney (designee)

ST. PETERSBURG DOWNTOWN PARTNERSHIP, INC.

_____
Jason Mathis, CEO

Attest:

_____
Secretary

EXHIBIT A
Funding Contributions

Downtown Circulator
~20 min headways
FY25

Summary of Proposed Funding Formula

Total Costs	**Platform Hours**	**Total Cost Per Hour**	**Total**
Looper Inc			
Total Estimated Hours	10,652	$ 87.81	$ 935,352
Total Anticipated Net Costs			$ 935,352
Looper Commitments			**Funding Contribution**
Advertising			$75,000
Stakeholder Donations			$14,000
		Subtotal	$89,000
Service Funding Contributors			
City of St. Petersburg			$423,176
Pinellas Suncoast Transit Authority			$423,176
Total Funding Contributions			**$935,352**
TOTAL			$935,352

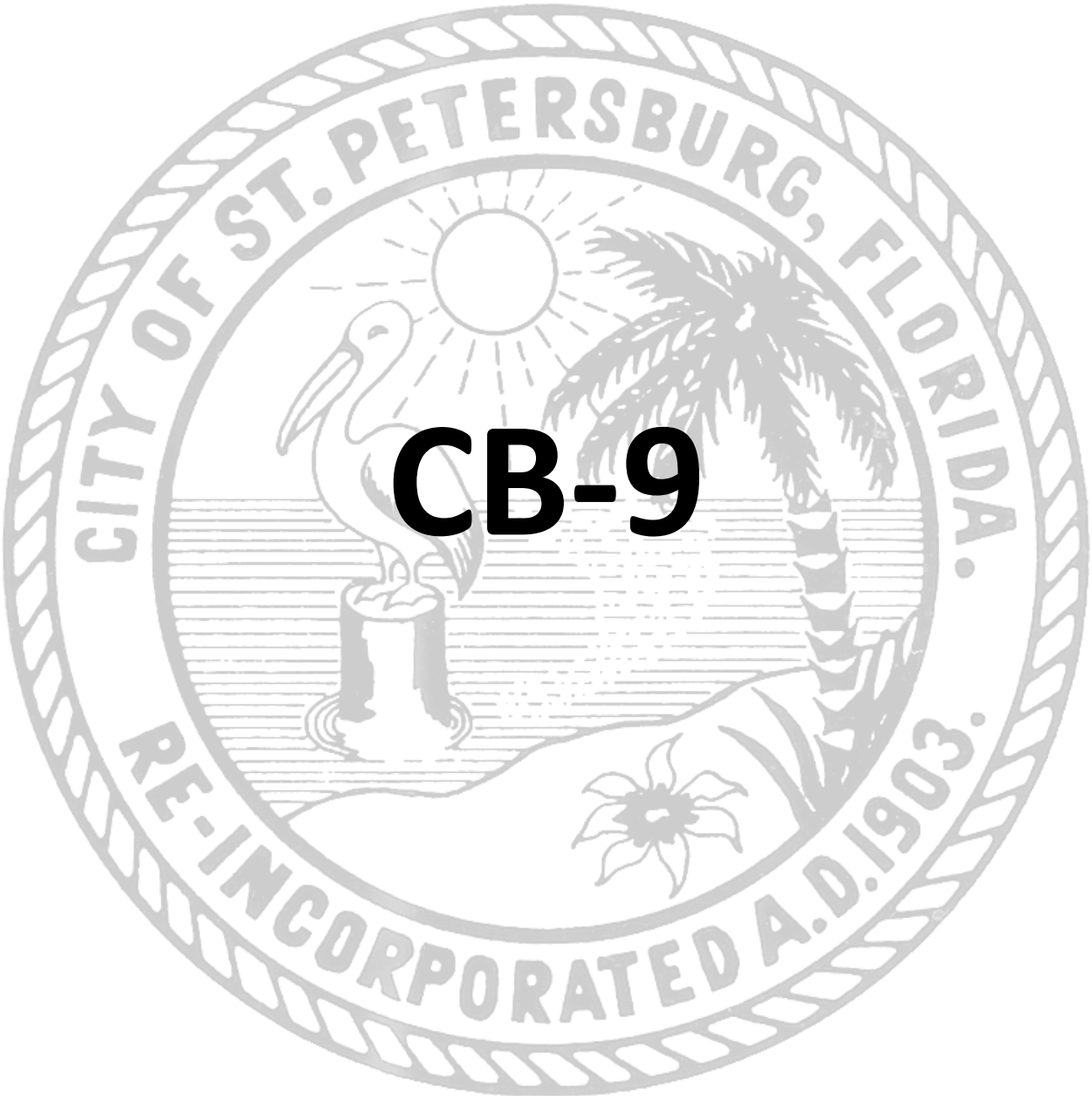
Assumptions:
2 Looper vehicles in service
M-F 7am-10pm
Sa-Su 8am-10pm
35 loop run time, ~30 min headways

Contributions	FY25	FY26	FY27
St. Pete Downtown Partnership	$ 89,000	$ 91,670	$ 94,420
City of St. Petersburg	$ 423,176	$ 435,871	$ 448,947
Pinellas Suncoast Transit Authority	$ 423,176	$ 435,871	$ 448,947
Total Funding Contributions	**$ 935,352**	**$ 963,413**	**$ 992,315**

EXHIBIT B
Downtown Circulator Route Map



The following page(s) contain the backup material for Agenda Item: A resolution authorizing the Mayor or his designee to accept a Childcare Food Program Grant in the amount of $275,000 from the Florida Department Of Health, Bureau of Childcare Food Programs for After-School Programs at City recreation centers and to execute all other documents necessary to effectuate this transaction; and providing an effective date.
Please scroll down to view the backup material.



CB-9

ST. PETERSBURG CITY COUNCIL

CONSENT AGENDA

Meeting of September 5, 2024

TO: City Council Chair & Members of City Council

SUBJECT:
A resolution authorizing the Mayor or his designee to accept a Childcare Food Program grant in the amount of $275,000 from the Florida Department of Health, Bureau of Childcare Food Programs for after-school programs at City recreation centers and to execute all other documents necessary to effectuate this transaction; and providing an effective date.

EXPLANATION:
The State of Florida Department of Health, Bureau of Childcare Food Programs ("Department") has again awarded the City of St. Petersburg a Childcare Food Program grant in the amount of $275,000 to provide funding for snacks for children attending after-school programs at City recreation centers. The program provides for a nutritious snack to be given to any child registered in a recreation facility throughout the school year. The grant will reimburse the City for snacks for children at 11 sites in St. Petersburg.

In the past, the grant agreement for the after-school snacks was for a term of one year. This is the eleventh one-year grant made by the Department pursuant to a "permanent contract" between the Department and the City executed in 2011. This permanent contract has no expiration, but is terminable at will by the Department or the City.

RECOMMENDATION:
The Administration recommends that the City Council adopt the attached resolution authorizing the Mayor or his designee to accept a Childcare Food Program grant in the amount of $275,000 school programs at City recreation centers and to execute all other documents necessary to effectuate this transaction; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION:
Revenues of approximately $275,000 will be received from the Florida Department of Health, Bureau of Childcare Food Programs, State of Florida. Funding will be available in the General Fund (0001), Parks and Recreation Department, Parks and Recreation Administration Division (190-1573) after the adoption of the Fiscal Year 2025 Operating Budget by City Council Adoption. Subsequent awards will be appropriated as received.

ATTACHMENTS: Resolution

APPROVALS:

Administration: _____ Budget: Lance Stanford

RESOLUTION No. 2024 - _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT A CHILDCARE FOOD PROGRAM GRANT IN THE AMOUNT OF $275,000 FROM THE FLORIDA DEPARTMENT OF HEALTH, BUREAU OF CHILDCARE FOOD PROGRAMS FOR AFTER-SCHOOL PROGRAMS AT CITY RECREATION CENTERS AND TO EXECUTE ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg's children are an important and valuable resource; and

WHEREAS, the City of St. Petersburg Parks and Recreation Department applied for and received a grant award in the amount of $275,000, from the Florida Department of Health ("Department"), to provide funding for snacks for middle and elementary school-aged children at City recreation centers; and

WHEREAS, the Department executed a permanent contract with the City of St. Petersburg in 2011 to provide a Childcare Food Program that will continue in effect from year to year until terminated by the Department or the City of St. Petersburg; and

WHEREAS, the grant funds from this award have been appropriated for the Parks and Recreation Department budget for FY25, and any subsequent awards will be appropriated as received.

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 Childcare Food Program grant in the amount of $275,000 from the Florida Department of Health, Bureau of Childcare Food Programs, for after-school programs at City recreation centers and to execute all other documents necessary to effectuate this transaction.

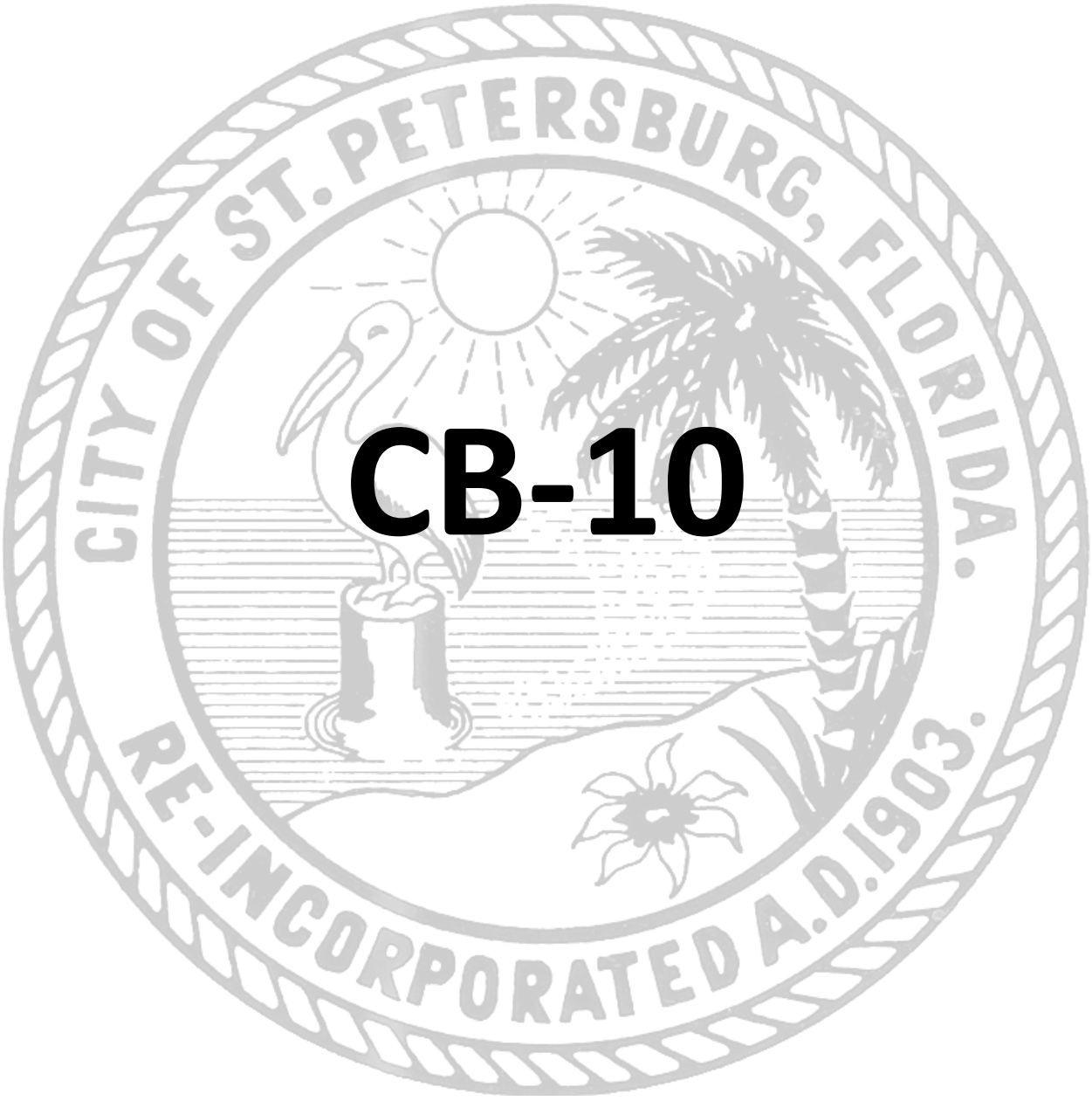
This resolution shall become effective immediately upon its adoption.

LEGAL: DEPARTMENT:

Sharon Michnavicz

00763182

The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 21-05-BN/TB(A) to the architect/engineering agreement dated January 6, 2021 between the City of St. Petersburg, Florida and Burgess & Niple, Inc. ("A/E") for A/E to develop plans, prepare bid specifications and provide bidding assistance and award review related to the Dr. MLK Jr. Street North and 116th Avenue Signalization Improvements Project in an amount not to exceed $107,073; providing that the total Task Order amount, as amended, shall not exceed $176,183.12 (ECID Project No. 24172-130; Oracle No. 19673); and providing an effective date.
Please scroll down to view the backup material.



CB-10

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of September 5, 2024

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

SUBJECT: A Resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 21-05-BN/TB(A) to the architect/engineering agreement dated January 6, 2021 between the City of St. Petersburg, Florida and Burgess & Niple, Inc. ("A/E") for A/E to develop plans, prepare bid specifications and provide bidding assistance and award review related to the Dr. MLK Jr. Street North and 116th Avenue Signalization Improvements Project in an amount not to exceed $107,073; providing that the total Task Order amount, as amended, shall not exceed $176,183.12 (ECID Project No. 24172-130; Oracle No. 19673); and providing an effective date.

EXPLANATION: Dr. Martin Luther King, Jr. Street North is a County-maintained 4-lane divided arterial highway (running north-south) which intersects with 116th Avenue North, a City-maintained 2-lane undivided local road with bike lanes (running east-west) within the City of St. Petersburg, Florida. The intersection of these two (2) roadways serves mostly residential traffic but includes traffic from the Power Design campus, located on the west side of Dr. Martin Luther King, Jr. Street North. The west approach to the subject intersection, previously referred to as "116th Circle North," was vacated by the City at the request of Power Design, and now serves as the main access point to the Power Design campus.

This project consists of designing and constructing a traffic signal at the intersection of Dr. Martin Luther King, Jr. Street North and 116th Avenue North ("subject intersection") and associated work including pedestrian and ADA improvements, signing and pavement markings, and intersection lighting upgrades.

This project is jointly funded by the City of St. Petersburg ("City"), Pinellas County ("County"), and Power Design, Inc. ("Power Design") (collectively, the "Parties"). The City and County received a request from Power Design to install a traffic signal at the intersection of Dr. Martin Luther King, Jr. Street North and 116th Avenue North ("subject intersection") in order to control traffic movements and address growing traffic counts at the intersection. The City performed a signal warrant analysis and determined that the subject intersection warranted a signal based on traffic volume. The Parties agreed that the installation of a traffic signal at the subject intersection would improve access and safety for both Power Design employees and the general public.

A Funding Agreement was executed on August 15, 2023 to share the cost of design and construction of the signalization project between the three (3) Parties. Per the Funding Agreement, the City is responsible for designing and constructing the proposed traffic signal at the intersection described above.

This project is an asset expansion Project. This project is anticipated to be implemented through a design/bid/build process.

On January 6, 2021, the City of St. Petersburg, Florida ("City") and Burgess & Niple, Inc. ("A/E") entered into an architect/engineering agreement for A/E to provide miscellaneous professional services for Transportation and Bridge Improvement projects.

On July 2, 2024, Administration approved Task Order No. 21-05-BN/TB(A) in the amount of $69,110.12 which provided for professional engineering services including but not limited to data collection including survey, SUE (subsurface utility exploration) Level B, and geotechnical investigation.

Amendment No. 1 to Task Order No. 21-05-BN/TB(A) in the amount of $107,073 shall provide professional engineering services including but not limited to development of construction plans, development of bid specifications, and assistance with bidding. This Amendment includes a $8,000 allowance to be authorized if any unforeseen conditions are experienced while performing the work.

Task Order No. 21-05-BN/TB(A) and Amendment No. 1 include the following phases and associated not to exceed costs respectively:

		Approved	Authorized
Task Order	Survey, SUE Level B, Geotechnical	$ 56,075.12	$ 56,075.12
	Project Administration	$ 13,035.00	$ 13,035.00
Amendment No. 1	Plans Development	$ 82,704.00	
	Preparation of Bid Specifications	$ 16,369.00	
	Bidding Assistance and Award Review	$ 0.00	
	Allowance	$ 8,000.00	
	Total	**$ 176,183.12**	**$69,110.12**

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

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

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 21-05-BN/TB(A) to the architect/engineering agreement dated January 6, 2021 between the City of St. Petersburg, Florida and Burgess & Niple, Inc. ("A/E") for A/E to develop plans, prepare bid specifications and provide bidding assistance and award review related to the Dr. MLK Jr. Street North and 116th Avenue Signalization Improvements Project in an amount not to exceed $107,073; providing that the total Task Order amount, as amended, shall not exceed $176,183.12 (ECID Project No. 24172-130; Oracle No. 19673); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the General Capital Improvement Fund (3001), Dr. MLK Jr. Street North and 116th Avenue Project (19673).

ATTACHMENTS: Resolution
Amendment No. 1 to Task Order No. 21-05-BN/TB(A)
Map

RESOLUTION 2024-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO. 21-05-BN/TB(A) TO THE ARCHITECT/ ENGINEERING AGREEMENT DATED JANUARY 6, 2021 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND BURGESS & NIPLE, INC. ("A/E") FOR A/E TO DEVELOP PLANS, PREPARE BID SPECIFICATIONS AND PROVIDE BIDDING ASSISTANCE AND AWARD REVIEW RELATED TO THE DR. MLK JR. STREET NORTH AND 116TH AVENUE SIGNALIZATION IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $107,073; PROVIDING THAT THE TOTAL TASK ORDER AMOUNT, AS AMENDED, SHALL NOT EXCEED $176,183.12 (ECID PROJECT NO. 24172-130; ORACLE NO. 19673); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and Burgess & Niple, Inc. ("A/E") executed an architect/engineering agreement on January 6, 2021 for A/E to provide professional services for miscellaneous Transportation and Bridge Improvements Projects on a continuing basis with an estimated construction cost not to exceed $7.5 million, which amount will be annually adjusted on July 1 of each year; and

WHEREAS, on July 2, 2024, Administration approved Task Order No. 21-05-BN/TB(A) ("Task Order") for A/E to provide project administration and data collection including survey, SUE (subsurface utility exploration) Level B, and geotechnical investigation related to the Dr. MLK Jr. Street North and 116th Avenue Signalization Improvements Project ("Project") in an amount not to exceed $69,110.12; and

WHEREAS, Administration desires to issue Amendment No. 1 to the Task Order for A/E to develop plans, prepare bid specifications and provide bidding assistance and award review related to the Project in an amount not to exceed $107,073, which amount includes an $8,000 allowance.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor or his designee is hereby authorized to execute Amendment No. 1 to Task Order No. 21-05-BN/TB(A) to the architect/engineering agreement dated January 6, 2021 between the City of St. Petersburg, Florida and Burgess & Niple, Inc. ("A/E") for A/E to develop plans, prepare bid specifications and provide bidding assistance and award review related to the Dr. MLK Jr. Street North and 116th Avenue Project in an amount not to exceed $107,073.

BE IT FURTHER RESOLVED that the total Task Order, as amended, shall not exceed $176,183.12.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

00763207

DEPARTMENT:

MEMORANDUM

CITY OF ST. PETERSBURG

Engineering and Capital Improvements Department

DATE: September 5, 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: Burgess & Niple, Inc.
Amendment No. 1 to Task Order No. 21-05-BN/TB(A) in the amount of $107,073

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 and construction of a traffic signal at the intersection of Dr. Martin Luther King, Jr. Street North and 116th Avenue North, and associated work including pedestrian and ADA improvements, signing and pavement markings, and intersection lighting upgrades.

   Burgess & Niple, Inc. has satisfactorily performed similar roadway and structural design under the current A/E Annual Master Agreement, and is familiar with City Standards.

   Burgess & Niple, Inc. has significant experience in the design, permitting and construction phase activities of roadway and structures projects.

   This is the first Amendment to the fifth Task Order issued under the 2021 Master Agreement.

2. Transaction Report listing current work – See Attachment A

ATTACHMENT A

Transaction Report
for
Burgess & Niple, Inc.
Miscellaneous Professional Services for Stormwater Management, Transportation and Bridge Improvement Projects
A/E Agreement Effective - January 6, 2021
A/E Agreement Expiration - December 31, 2024

Task Order No.	Project No.	Project Title	NTP Issued	Authorized Amount
01	21093-117	Little Bayou Preserve Pedestrian Bridge	10/01/21	84,637.58
		Revision No. 1	03/16/22	4,790.00
02	22104-110	62nd Ave N - Full Depth Reclamation	02/08/23	373,892.78
03	23146-100	Citywide Pavement Management Plan and Policy	09/15/23	80,562.81
04	23063-100	Central Ave - Box Culvert Access Installation	12/27/23	87,486.91
05	24172-130	MLK & 116th Ave Signalization Improvements	07/02/24	69,110.12
		Amendment No. 1	**Pending**	
			Total:	700,480.20

AMENDMENT NO. 1 TO TASK ORDER NO. 21-05-BN/TB(A)
DR. MLK JR. STREET NORTH AND 116TH AVENUE SIGNALIZATION IMPROVEMENTS
TRANSPORTATION AND BRIDGE IMPROVEMENTS
CITY PROJECT NO. 24172-130

This Amendment No. 1 to Task Order No. 21-05-BN/TB(A) is made and entered into this _____ day of _____, 2024, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR TRANSPORTATION AND BRIDGE IMPROVEMENT PROJECTS dated January 6, 2021 ("Agreement") between Burgess & Niple, 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

Dr. Martin Luther King Jr. Street N (MLK) is a 4-lane divided highway (running north-south) intersecting 116th Ave. N., a 2-lane undivided minor road with bike lanes (running east-west) in the City of St. Petersburg, Florida. The intersection serves mostly residential traffic but includes traffic from Power Design, who owns the property to the west of MLK. The project consists of designing a Traffic Signal, pedestrian, and ADA improvements, signing and pavement markings, and intersection lighting upgrades. The intersection improvements will include extending both left turn lanes from MLK.

The proposed pedestrian ramps will connect to the existing 5-ft concrete sidewalks on all 4 quadrants. Diligence shall be used to avoid or minimize impact to the existing drainage features.

For this Amendment No. 1 to the Task Order, the A/E will provide design phase services based on the data collected in the initial Task Order. A/E will ultimately provide complete Construction Documents and bidding assistance.

II. SCOPE OF SERVICES

Task 3 – Plans Development

A/E shall perform design analysis and prepare construction plans (60/90/Final) to support the proposed signal design.

3.1 Plan Development

A/E will develop 60/90/Final (signed and sealed) construction plans. The proposed striping will retain the existing pavement marking cross section. Construction plan submittals will be provided in PDF format for the City to review. There will be three submittals: 60%, 90% and Final with City reviewing all submittals (21 days for the 60% and 90%). Summary of quantities and Engineer's Opinion of Probable Construction Costs will be provided at the 60%, 90% and Final submittals.

3.1.1 Roadway Analysis

The A/E shall prepare, document, design, and analyze roadway plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. Proposed ADA curb ramps and connections will be added to the existing sidewalks on all 4 quadrants of the intersection. Horizontal/Vertical Master Design Files: The A/E shall design the geometrics using the Standard Plans that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, existing vegetation to be preserved, pedestrian and bicycle concerns, American Disabilities Act (ADA) requirements, elder road user policy, access management, Project Development & Environmental (PD&E) documents, and scope of work.

Temporary Traffic Control Plan (TTCP) Analysis: The A/E shall design a safe and effective TTCP to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of the roadways' ingress and egress to existing property owners and businesses, routing, signing and pavement markings, detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, transit agency features (bus stops, etc.), and traffic monitoring sites if applicable.

The TTCP shall be prepared by a certified designer who has completed training as required by the Florida Department of Transportation.

The A/E shall consider/analyze the local impact of any lane closures or alternate routes. When the need to close a road is identified, the A/E shall notify the City's Project Manager as soon as possible. Proposed road closings must be reviewed and approved by the City. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider shall include emergency vehicle response time, local events, holidays, peak seasons, detour route deterioration, transit agency routes and features, and other eventualities. The A/E shall be responsible for obtaining the local authorities' permission for use of detour routes not on City roadways. Affected transit agencies shall be notified in advance about bus route lane closures and detours via the A/E.

Design Report: The A/E shall prepare all applicable report(s) documenting the design criteria, design decisions, etc.

Cost Estimate: A cost estimate will be prepared at 60%, 90%, and Final phase submittals using available historic construction unit costs. Pinellas County historical unit cost data will used to prepare the cost estimate. FDOT cost estimates will be used for pay items with no current Pinellas County historical unit cost data.

Roadway Field Review: The A/E will conduct one (1) site review prior to 60% plans and two (2) additional site reviews as needed.

3.1.2 Signing and Pavement Marking Analysis

The A/E shall analyze and document Signing and Pavement Markings Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. Signing and Pavement Marking Master Design File: The A/E shall prepare the Signing & Marking Design file to include all necessary design elements and all associated reference files, including the proposed 4 way pedestrian crossings proposed at the intersection.

Sign Panel Design Analysis: Establish sign layout, letter size and series for non-standard signs.

S&PM Quantities: The A/E shall determine signing and pavement marking pay items and quantities and the supporting documentation.

Cost Estimate: A cost estimate will be prepared at 60%, 90% and Final phase submittals using the tabulation of quantities and available historic construction unit costs.

Field Reviews: The A/E will conduct field reviews to assess the existing signing conditions and inventory the sign types and sizes.

3.1.3 Signalization Analysis

The A/E shall analyze and document Signalization Analysis Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. Associated ADA pedestrian signals will be added to the proposed ramps at all 4 corners of the intersection. Reference and Master Signalization Design File: The A/E shall prepare the Signalization Design file to include all necessary design elements and all associated reference files.

The following is the intersection to be signalized and anticipated design requirements:

MLK Jr. Street N. and 116th Ave. N. Intersection.

Overhead Street Name Sign Design: The A/E shall design Signal Mounted Overhead Street Name signs.

Pole Elevation Analysis: The A/E shall determine proposed elevations for the top of foundations, critical road elevations, and proposed mounting heights for each structure. Signalization Quantities: The A/E shall determine signalization pay items and quantities and the supporting documentation.

Cost Estimate: A cost estimate will be prepared at 60%, 90%, and Final phase submittals using the tabulation of quantities and available historic construction unit costs.

Field Reviews: The A/E shall collect information from the maintaining agencies and conduct a field review. The data will be used to develop the design for the complete signal construction.

Technical Special Provisions and Modified Special Provisions: Technical special provisions (TSP), modified special provisions (MSP), or proprietary product certification packages will be prepared to support procurement of equipment compatible with the City's current systems. Up to two (2) TSPs or MSPs and three (3) proprietary product certification packages are included.

3.1.4 Lighting Analysis

The A/E shall analyze and document Lighting Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

A Roadway Illumination Services Agreement (RISA) will be prepared for subsequent coordination between the City and the Power Company (Duke Energy). The RISA shall be reviewed and updated by the A/E to ensure conformance with the FDOT Design Manual. The RISA shall be submitted as a separate document with the 60% plans submittal. The A/E shall submit a revised document for each submittal.

Voltage Drop Calculations are not part of this scope as the Lighting shall be installed and maintained by Duke Energy via RISA.

Reference and Master Design Files: The A/E shall prepare the Lighting Design file to include all necessary design elements and all associated reference files. The following locations and design considerations are anticipated:

MLK Jr. Street N. and 116th Ave. N. Intersection.

Intersection lighting with New or Reconstruction criteria.

Lighting Quantities shall not be part of this scope.

Field Reviews: The A/E shall collect information from the maintaining agencies and conduct a field review. The review should include, but is not limited to, the following:

- Existing Lighting Equipment

3.1.5 SWFWMD Permitting

A/E shall prepare a Southwest Florida Water Management District (SWFWMD) exemption application and supporting documentation and pay associated fee. Work also includes Pre-Application meeting and responding to regulatory comments. SWFWMD exemption application will be submitted following the City's review of the 60% construction plans.

3.1.6 Structures – Summary and Miscellaneous Tasks and Drawings

A/E shall prepare Structural Plans that include:

- Design analysis and plan details for mast arms and mast arms foundation.
- Structural design will be provided for a shallow foundation for an advance warning sign.
- Incorporation of Report of Core Borings
- Mast Arms Data Table Plan Sheets

3.1.7 Utility Coordination

A/E shall identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners (UAO) and verify that all conflicts that exist between utility facilities and the City's construction project are addressed. A/E shall certify all utility negotiations have been completed and that arrangements have been made for utility work to be undertaken. Utilities anticipated on the project: Sunshine One call search found seven (7) UAOs within the project limits as follows: Charter Communications, Duke Energy, Frontier Communications, Knology Broadband of Florida DBA wide O, Lumen, MCI, City of St. Petersburg.

A/E will certify the following: All utility negotiations (fully executed utility work schedule) have been completed with arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule. No relocation/adjustments are required (and No Conflict Letter/Email provided by the applicable Utility Company/Agency).

Task 4 – Preparation of Bid Specifications

A/E shall prepare Specifications in Word and signed and sealed documents in PDF. This shall include specifications in enough detail for the successful bidder to know the scope and extent of work, and the materials and material properties to be used in the final work. A draft Specification Package shall be provided with the 60% & 90% submittal and a signed and sealed Specification Package shall be provided at the Final submittal.

Task 5 – Bidding Assistance and Award Review

5.1 Pre-Bid Meeting

A/E shall attend a pre-bid meeting if one is held.

5.2 Bidding Phase

A/E shall respond to questions from the City and Contractors during bidding phase. A/E will not respond directly to prospective bidders but rather forward intended responses to the City for dissemination.

A/E shall review received bids and discuss any bid unit prices that vary greatly between bidders or from the A/E's Opinion. A/E shall provide recommendation of award.

III. SCHEDULE

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

	Number of Days from NTP
Task 3 – Plans Development	
60% Submittal	75
City Review	106
Permit and Utility Submittal	116
90% Submittal	176
City Review 90% Submittal	197
Final Plans Submittal	227
City Review Final Plans	258
Permit Obtained	269
Task 4 – Preparation of Bid Specifications	
Submit Signed & Sealed Plans and Specs	276
Task 5 – Bidding Assistance and Award Review	Follow City's Construction Schedule

IV. A/E'S RESPONSIBILITIES

The A/E shall provide the services outlined in Section II, Scope of Services and deliverables in Section VI, Deliverables.

V. CITY'S RESPONSIBILITIES

Provide access for survey and geotechnical services.

VI. DELIVERABLES

Task 3 –Plans Development

1. 60%/90%/Final Plans and response to comments.
2. SWFWMD Permit exemption application and response to comments.
3. Approved SWFWMD Permit exemption.
4. Structural Analysis
5. Utility coordination and clear utilities (Utility Work Schedules or No Conflict Letter/Email).
6. Final (signed to and sealed) Plans and response comments.

Task 4 – Preparation of Bid Specifications

1. Specifications in Word for review and signed and sealed documents in PDF.

Task 5 – Bidding assistance and award review

1. Attend meeting with City staff and potential contractors.
2. Assistance in responding to RFI's via email.
3. Review of contractor submittals and recommendation of award

VII. A/E'S COMPENSATION

The A/E was authorized the not-to-exceed amount of **$69,110.12** under the original Task Order for Tasks 1 & 2.

For this Amendment No. 1, the City shall compensate the A/E the not-to-exceed amount of **$99,073.00** for Tasks 3 through 5, per Attachment 1 to Appendix A.

Amendment No. 1 to the Task Order establishes an Allowance of **$8,000** for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Amendment No. 01 to the Task Order.

The total Task Order amount for Amendment No. 1 is **$107,073.00**, per Attachment 1 to Appendix A.

The total Task Order amount including Amendment No. 1 shall not exceed **$176,183.12**.

VIII. PROJECT TEAM

A/E:

- Burgess & Niple, Inc.

Sub-Consultants:

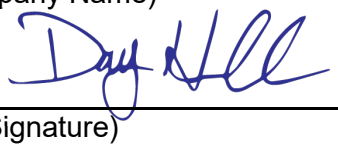
- Cumbey & Fair, Inc. – Survey, SUE
- Arehna Engineering, Inc. - Geotech

IX. MISCELLANOUS

In the event of a conflict between this Amendment No. 1 to Task Order 21-05-BN/TB(A) and the Agreement, the Agreement shall prevail.

IN WITNESS WHEREOF the Parties have caused this Amendment No. 1 to Task Order to be executed by their duly authorized representatives on the day and date first above written.

Burgess & Niple, Inc.
(Company Name)

By: 
(Signature)

Danny Hendrickson, PE / Vice President
(Printed Name and Title)

Date: 8/2/2024

CITY OF ST. PETERSBURG, FLORIDA

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

DATE: _____

ATTEST

By: _____
Chandrahasa Srinivasa, City Clerk

(SEAL)

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

By: _____
City Attorney (Designee)

ATTACHMENT 1 TO APPENDIX A
Work Task Breakdown
City of St. Petersburg
DR. MLK Jr. St N and 116th Ave Signalization Improvements
Project No. 24172-130

I. Manpower Estimate: All Tasks

	Direct Labor Rates Classifications	Chief Engineer 1	Project Manager 1	Engineer 1	Engineer 2	Chief Designer	Engineering Intern			Total Hours	Labor Cost
	Direct Salary										
	Multiplier 2.9216	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Billing Rates[1]	$ 293.00	$ 245.00	$ 147.00	$ 185.00	$ 160.00	$ 118.00	$ -	$ -		
	TASK										
3	Preparation of Construction Drawings and Bid Specifications	16	111	94	51	72	136	0	0	480	$ 82,704.00
4	Bidding Assistance / Award Review	5	25	10	11	16	23	0	0	90	$ 16,369.00
5	Limited Construction Management Administration							0	0	0	$ -
	Totals	21	136	104	62	88	159	0	0	570	$ 99,073.00

II. Fee Calculation

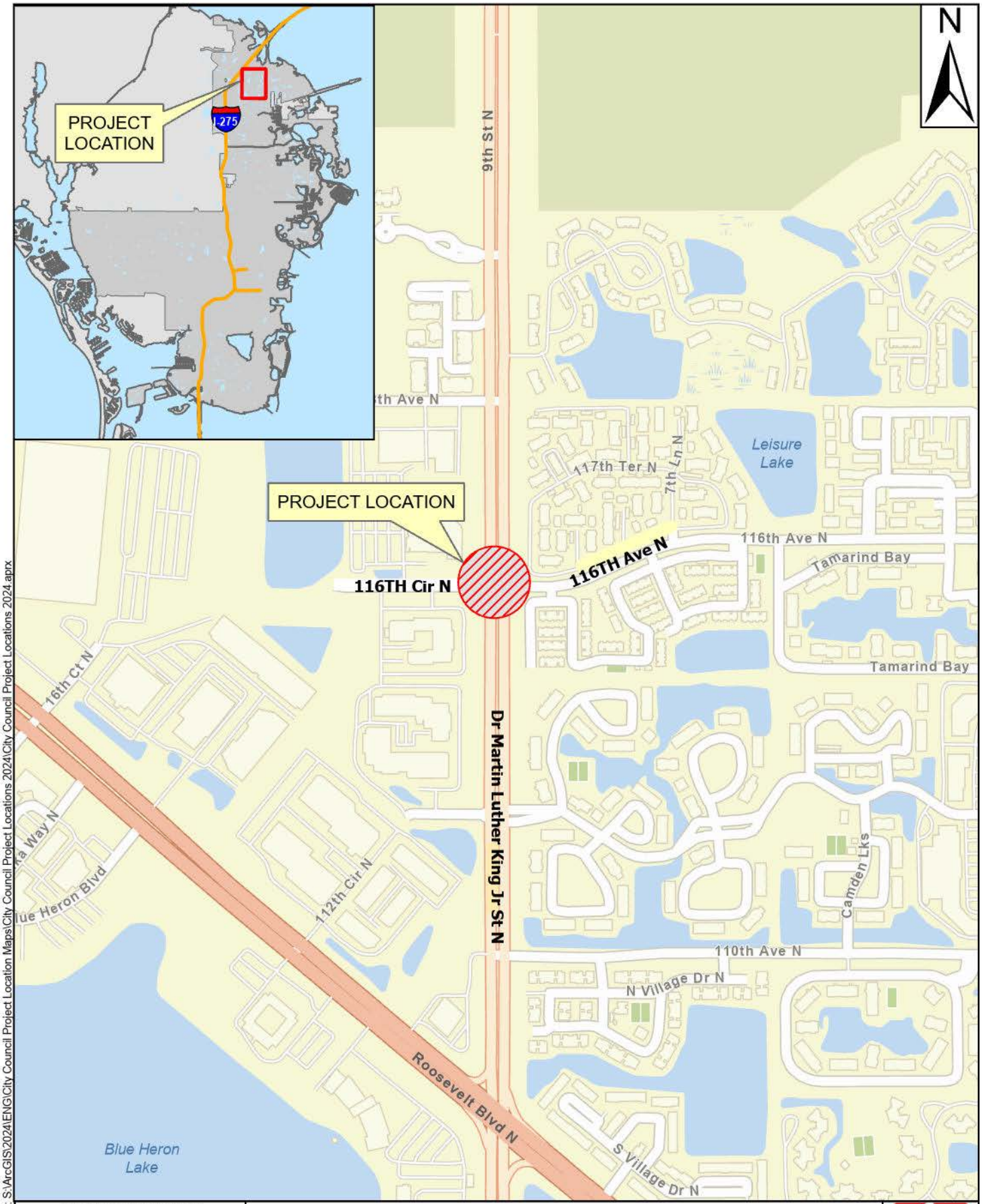
Task	Labor Cost	Expenses[2]	Subconsultant Services	Mark-up on Subconsultant Services[3]	Total Cost Without Allowance
1	$0.00	$0.00	$0.00	$0.00	$0.00
2	$0.00	$0.00	$0.00	$0.00	$0.00
3	$82,704.00	$0.00	$0.00	$0.00	$82,704.00
4	$16,369.00	$0.00	$0.00	$0.00	$16,369.00
5	$0.00	$0.00	$0.00	$0.00	$0.00
Total	$99,073.00	$0.00	$0.00	$0.00	$99,073.00

III. Fee Limit

Lump Sum Cost	$99,073.00
Allowance[4]	$8,000.00
Total:	**$107,073.00**

IV. Notes:

1. Rates and Multipier per contract.
2. Includes expenses for: SWFWMD General Permit Application Fee
3. Includes 5% percent markup of SUBCONSULTANT (per contract).
4. Allowance to be used only upon City's written authorization.



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

ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT CITY of ST PETERSBURG	DR MARTIN LUTHER KING JR ST N AND 116TH AVE N SIGNALIZATION IMPROVEMENTS Project No. 24172-130
APPROVED BY:	DATE: 7/31/2024

st.petersburg www.stpete.org

Approvals - gcc
Report • Printed on August 22, 2024

Approved

9/5 Council - Burgess Niple - MLK Signalization - TO Amend 1

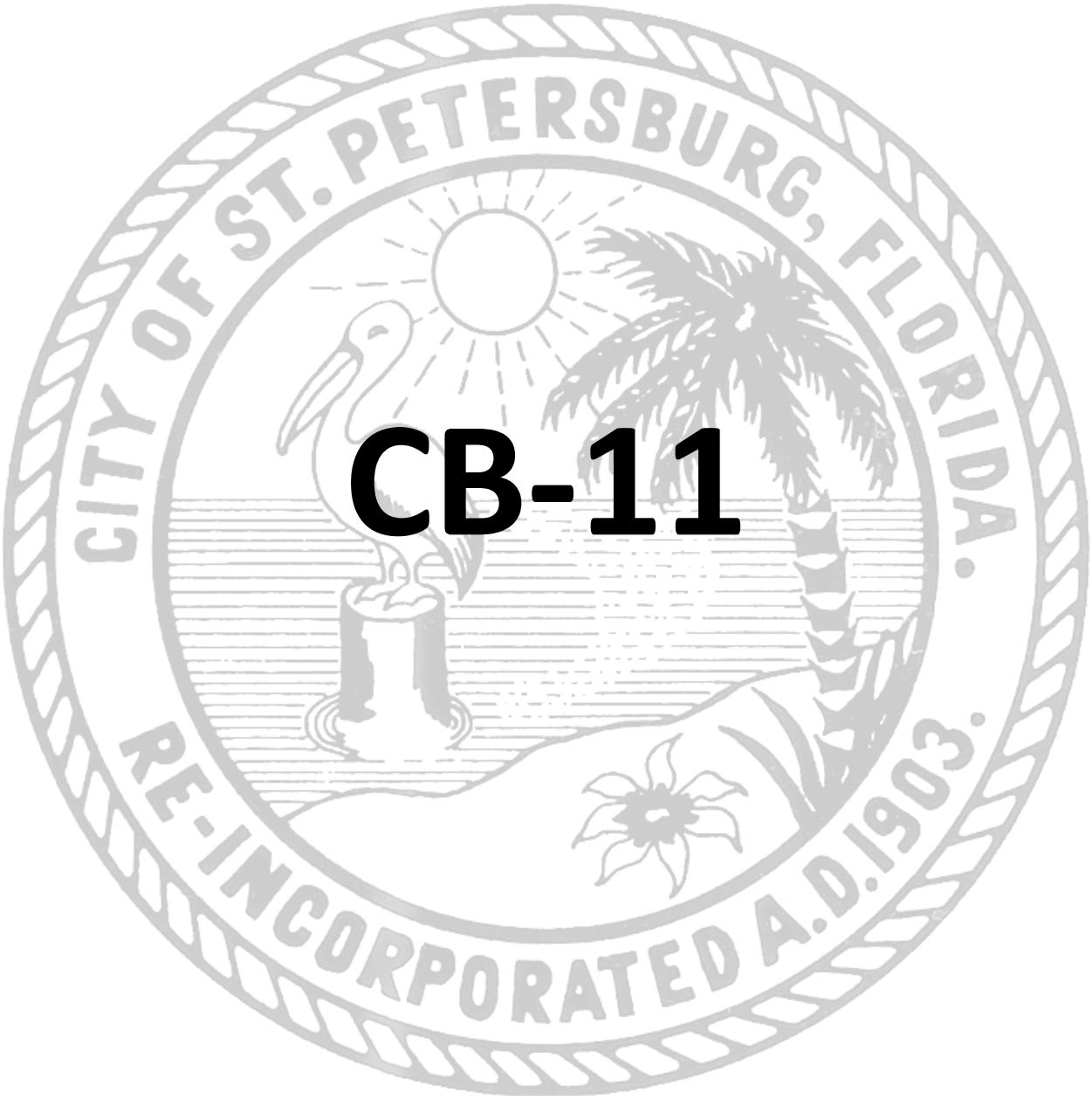
Attachments

Burgess Niple - MLK Signalizat
https://stpete1-my.sharepoint.com/:l

Final status: Approved

CT	Step 3: Approved by Claude Tankersley	8/22/2024 2:32:58 PM
MW	Step 2: Approved by Margaret B. Wahl	8/22/2024 2:32:35 PM
BP	Step 1: Approved by Brejesh Prayman	8/22/2024 2:32:24 PM
SJ	Requested by Sarah B. Johnson	8/22/2024 2:27:42 PM

The following page(s) contain the backup material for Agenda Item: A Resolution of the City of St. Petersburg, Florida approving a Brownfield Site Rehabilitation Agreement (BSRA) between the City State of Florida Department of Environmental Protection pursuant to Section 376.80, Florida Statutes, to provide for contaminated soils remediation at the Commerce Park/Deuces Rising Project site; authorizing the City Attorney's Office to make non-substantive changes to the Agreement; authorizing the Mayor or his designee to execute the Agreement; and providing an effective date. Please scroll down to view the backup material.



CB-11

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of September 5, 2024

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

SUBJECT: A Resolution of the City of St. Petersburg, Florida approving a Brownfield Site Rehabilitation Agreement (BSRA) between the City State of Florida Department of Environmental Protection pursuant to Section 376.80, Florida Statutes, to provide for contaminated soils remediation at the Commerce Park/Deuces Rising Project site; authorizing the City Attorney's Office to make non-substantive changes to the Agreement; authorizing the Mayor or his designee to execute the Agreement; and providing an effective date.

EXPLANATION: The City of St. Petersburg is proceeding with the planning for and the remediation of contaminated soils within four separate parcels proposed for development of the Commerce Park/Deuces Rising Townhome and Commercial project. The properties are within an existing designated brownfield area which provides for certain incentives for the voluntary remediation of environmental hazards on commercial and industrial sites. Pursuant to §376.80(5), F. S., the City of St. Petersburg may enter into a Brownfield Site Rehabilitation Agreement as the Person Responsible for Brownfield Site Rehabilitation ("PRFBSR") and must agree to the appropriate pollution prevention measures as determined by the FDEP taking into account the ultimate uses of the properties.

Expenses incurred and paid for by the City for the voluntary cleanup, commencing in the year that the BSRA is approved, are eligible for the State's Voluntary Cleanup Tax Credit Program. The tax credits can pay for 50% of the total expenditures in a given year, up to $500,000 for remediation, an additional one-time bonus for 25% of the total cost up to $500,000 for issuance of a Site Rehabilitation Completion Order, and a one-time Affordable Housing bonus of up to 25% of the total cost or $500,000 for inclusion of affordable housing within the project.

On January 18, 2024, City Council approved a Guaranteed Maximum Price (GMP) Proposal from Horus Construction Services, Inc. for construction of the Deuces Rising Townhomes. The GMP included $300,000 within the Owner's Contingency for the cost of the remediation of the contaminated soils on the townhome parcels. The contaminated soils have been excavated and removed and clean backfill has been imported and placed on site. The cost of this remediation, as well as the cost of inspection and monitoring of the work by Stantec, are for eligible for the Tax Credit Program.

This project is being administered by the Engineering and Capital Improvements Department with assistance from Economic and Workforce Development Department. A separate agreement for the remediation and monitoring of the remaining Commercial site will be entered into with Horus and Stantec and brought to City Council at a future date.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute a Brownfield Site Rehabilitation Agreement (BSRA) between the City State of Florida Department of Environmental Protection pursuant to Section 376.80, Florida Statutes, to provide for contaminated soils remediation at the Commerce Park/Deuces Rising Project site; authorizing the City Attorney's Office to

make non-substantive changes to the Agreement; authorizing the Mayor or his designee to execute the Agreement; and providing an effective date. .

COST/FUNDING/ASSESSMENT INFORMATION: There is no fiscal impact related to this resolution.

ATTACHMENTS: Resolution
Revised Appendices

RESOLUTION 2024-_____

A RESOLUTION OF THE CITY OF ST. PETERSBURG, FLORIDA APPROVING THE BROWNFIELD SITE REHABILITATION AGREEMENT (BSRA) BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION PURSUANT TO SECTION 376.80, FLORIDA STATUTES, TO PROVIDE FOR CONTAMINATED SOILS REMEDIATION AT THE COMMERCE PARK/ DEUCES RISING PROJECT SITE; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE BSRA; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg (City) is proceeding with the planning for and the remediation of contaminated soils within four separate parcels (Property) proposed for development of the Commerce Park/Deuces Rising Townhome and Commercial project; and

WHEREAS, the Property is within an existing designated brownfield area which provides for certain incentives for the voluntary remediation of environmental hazards on commercial and industrial sites; and

WHEREAS, pursuant to §376.80(5), F.S., the City of St. Petersburg may enter into a Brownfield Site Rehabilitation Agreement (BSRA) as the Person Responsible For Brownfield Site Rehabilitation and must agree to the appropriate pollution prevention measures as determined by the Florida Department of Environmental Protection taking into account the ultimate uses of the properties; and

WHEREAS, the procedural requirements of §376.80(4), F.S. have been met; and

WHEREAS, expenses incurred and paid for by the City for the voluntary cleanup, commencing in the year that the BSRA is approved, are eligible for the State's Voluntary Cleanup Tax Credit Program (VCTC); and

WHEREAS, the tax credits can pay for 50% of the total expenditures in a given year, up to $500,000 for remediation, an additional one-time bonus for 25% of the total cost up to

$500,000 for issuance of a Site Rehabilitation Completion Order, and a one-time Affordable Housing bonus of up to 25% of the total cost or $500,000 for inclusion of affordable housing within the project; and

WHEREAS, on January 18, 2024, City Council approved a Guaranteed Maximum Price (GMP) Proposal from Horus Construction Services, Inc. for construction of the Deuces Rising Townhomes, including $300,000 within the Owner's Contingency for the cost of the remediation of the contaminated soils on the townhome parcels; and

WHEREAS, the contaminated soils have been excavated and removed and clean backfill has been imported and placed on site; and

WHEREAS, the cost of this remediation, as well as the cost of inspection and monitoring of the work by Stantec, are eligible for the VCTC; and

WHEREAS, Administration recommends approval of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Brownfield Site Rehabilitation Agreement (BSRA) between the City and the Florida Department of Environmental Protection pursuant to §376.80, F.S. providing for contaminated soils remediation at the Commerce Park/Deuces Rising project site is hereby approved.

BE IT FURTHER RESOLVED that the City Attorney's Office is hereby authorized to make non-substantive changes to the BSRA.

BE IT FURTHER RESOLVED that the Mayor or his designee is hereby authorized to execute the BSRA.

This Resolution shall become effective immediately upon its adoption.

LEGAL: DEPARTMENT:

/s/: Michael J. Dema
00763432

MODEL - Effective Date: July 23,2020

Brownfield Site Rehabilitation Agreement (BSRA) and Attached Instructions

NOTE:

1. This model BSRA supersedes any previously distributed models. This model BSRA should be used as the template beginning on, July 23, 2020. However, if a BSRA has been drafted with an earlier template, the Florida Department of Environmental Protection (FDEP) will work with the Person Responsible For Brownfield Site Rehabilitation (PRFBSR) to make the appropriate changes.
2. This model BSRA **does not apply to sites that are subject to RCRA enforcement or HSWA permits.** Contact the FDEP's Brownfields Program Manager to obtain the model RCRA-BSRA for those sites.
3. Remove the attached instructions (these instructions and the instructions associated with each attachment) and delete all language in **{ }** or **[ ],** but not **( )** before finalizing the document.
4. Complete the Checklist provided at https://floridadep.gov/waste/waste-cleanup/documents/brownfield-site-rehabilitation-agreement-checklist,
5. Submit a completed electronic Word or Word compatible copy or a hard copy of the draft BSRA with all attachments and the completed Checklist to the appropriate District Brownfield Coordinator for review. Please include a cover letter or email which provides contact information for the person(s) coordinating the BSRA for the PRFBSR and indicate when the BSRA needs to be executed (for example, by the end of the current calendar year, or some other date).
6. Contact the appropriate delegated local environmental program [Broward DEPGM (954-519-1478), Hillsborough County EPC (813- 627-2600, Ext. 1294) or Miami-Dade RER (305-372-6700)] for a copy of a modified template if the brownfield site is located within the jurisdiction of these counties.
7. The model includes optional language in a few places throughout the document. Please work with your District Brownfields Coordinator or the Brownfields Program Manager to determine the correct language for your project.
8. FDEP will provide the Brownfield ID numbers and OGC tracking number during review of the draft BSRA.
9. Due to the large number of BSRAs and amendments submitted at the end of each calendar year, the FDEP recommends that BSRAs and BSRA amendments that need to be executed by the end of the calendar year, be submitted to the District Brownfield Coordinator no later than October 1. District Brownfield Coordinators are encouraged to review such drafts with PRFBSRs and, when complete, forward the BSRA to FDEP's Brownfields Program Manager as soon as possible.

DRAFT

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

IN RE**: City of St. Petersburg**
COMMERCE PARK-DEUCES RISING
2200 6th Avenue South, St. Petersburg, FL 33712-1748
St. Petersburg Area
Brownfield Area Identification Number: BF529901000
Brownfield Site Identification Number: BFXXXXXXXXX TBD
FDEP Site Identification Number: ERIC_17795
[Insert OGC Tracking Number: provided by FDEP during review of draft]

BROWNFIELD SITE REHABILITATION AGREEMENT PURSUANT TO §376.80(5), Florida Statutes (F.S.)

WHEREAS, the Brownfields Redevelopment Act was enacted to reduce public health and environmental hazards on existing commercial and industrial sites by offering incentives to encourage responsible persons to voluntarily develop and implement cleanup plans; and

WHEREAS, the Department of Environmental Protection ("Department") is the administrative agency of the State of Florida having the power and duty to protect Florida's environment and to administer and enforce the provisions of Chapters 403 and 376, F.S., and the rules promulgated thereunder, Chapters 62-777 and 62-780, Florida Administrative Code (F.A.C.), as amended; and

WHEREAS, the Department has jurisdiction over the matters addressed in this Brownfield Site Rehabilitation Agreement ("BSRA"); and

WHEREAS, the Department has the authority, pursuant to §376.81, F.S., to establish by rule, criteria for determining the rehabilitation program tasks that comprise a site rehabilitation program and the level at which a rehabilitation program task and a site rehabilitation program may be deemed complete;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed as follows:

This BSRA is entered into between the Department and City of St. Petersburg, hereinafter the Person Responsible For Brownfield Site Rehabilitation ("PRFBSR") (collectively referred to as the "parties"), for the rehabilitation of a brownfield site within a designated brownfield area pursuant to §376.80(5), F.S. The Department and the PRFBSR agree to the following:

1. DEPARTMENT OF ENVIRONMENTAL PROTECTION

The Department is the agency of the State of Florida with authority and power to enforce the provisions of Chapters 376 and 403, F.S.

2. PERSON RESPONSIBLE FOR BROWNFIELD SITE REHABILITATION

City of St. Petersburg is the PRFBSR as defined in §376.79(15), F.S., for the real property described in the map and legal description in **Attachment A** (the "Brownfield Site"), incorporated herein, that has been designated by the City of St. Petersburg in Resolution Numbers 99-582 approved October 21, 1999, 2003-382 approved July 10, 2003, 2003-596 approved October 14, 2003, and 2008-584 approved November 21, 2008, as a brownfield area as defined in §376.79(5), F.S. **Attachment A** is a composite exhibit that includes: (a) the legal description and map of the Brownfield Site; and (b) the city resolution(s) with all attachments including the map of the designated brownfield area. The brownfield site consists of approximately 13 acres.

3. PRFBSR'S DUTIES

The PRFBSR agrees:

(a) to conduct "site rehabilitation" of any "contaminated site(s)" as defined in §376.79, F.S., whose source originates on the real property described in **Attachment A as the Brownfield site.** If such contaminated site(s) extend(s) beyond the boundary of the Brownfield site, then PRFBSR agrees to conduct site rehabilitation to address the entire contaminated site;

(b) to conduct site rehabilitation and submit technical reports and rehabilitation plans in a timely manner according to the attached brownfield site rehabilitation schedule agreed upon by the parties, **Attachment B** incorporated herein;

(c) to conduct site rehabilitation activities under the observation of professional engineers or professional geologists, as applicable, who are registered in accordance with the requirements of Chapters 471 or 492, F.S., respectively. Submittals provided by the PRFBSR must be signed and sealed by a professional engineer registered under Chapter 471, F.S., or by a professional geologist registered under Chapter 492, F.S., as applicable, certifying that the submittal and associated work comply with the laws and rules of the Department and those governing the profession. Upon completion of the approved remedial action, a professional engineer registered under Chapter 471, F.S., or a professional geologist registered under Chapter 492, F.S., as applicable, must certify that the corrective action was, to the best of his or her knowledge, completed in substantial conformance with the plans and specifications approved by the Department;

DRAFT

(d) to conduct site rehabilitation in accordance with Chapter 62-160, F.A.C., as the same may be amended from time to time;

(e) to obtain any local, state or federal approvals or permits required for the site rehabilitation work and to conduct the necessary site rehabilitation consistent with local, state, and federal laws, rules and ordinances. All site rehabilitation shall be consistent with the cleanup criteria in §376.81, F.S., the requirements of Chapters 62-780, F.A.C., Contaminated Site Cleanup Criteria, and 62-777, F.A.C., Contaminant Cleanup Target Levels;

(f) to allow access by the Department during the entire site rehabilitation process, as evidenced by the attached documentation, **Attachment C,** incorporated herein, establishing that such site access has been secured by agreement with the **real property owner**. Upon the transfer of any real property interest in any portion of the Brownfield Site before site rehabilitation is complete, the PRFBSR shall notify the Department within 15 days from the date that such an interest is effective. With notice the PRFBSR shall provide a copy of an access agreement in substantially the same form as that in **Attachment C** with any successor in interest to the **real property owner** of the Brownfield Site or with any party with a real property interest in the Brownfield Site after the effective date of this agreement, granting such access to the Department; and

(g) to consider appropriate pollution prevention measures and to implement those that the PRFBSR determines are reasonable and cost-effective, taking into account the ultimate use or uses of the real property described in **Attachment A**. Local pollution prevention programs as well as state pollution prevention programs are available to assist in determining pollution reduction measures. The Department recommends that the PRFBSR contact the Department's Waste Reduction and Registration Program or Hazardous Waste Program and Permitting at the following websites: https://floridadep.gov/waste/waste-reduction and https://floridadep.gov/waste/permitting-compliance-assistance/content/hazardous-waste-management-main-page for recommendations on waste minimization and waste management and for assistance with pollution prevention measures. Such measures may include improved inventory or production controls and procedures for preventing loss, spills, and leaks of hazardous waste and materials, and include the goals for the reduction of releases of toxic materials.

DRAFT

4. CERTIFICATION

The PRFBSR is the local government with jurisdiction over the real property described in **Attachment A.** Therefore, the PRFBSR certifies that the proposed redevelopment complies with applicable laws and requirements for such redevelopment. Documentation provided that describes the proposed redevelopment is provided as **Attachment D**, incorporated herein.

5. SITE CONTRACTOR

The PRFBSR must ensure that the contractor who is performing the majority of the site rehabilitation program tasks pursuant to this BSRA or supervising the performance of such tasks by licensed subcontractors in accordance with the provisions of § 489.113(9), F.S., has provided certification to the Department that the contractor meets the requirements listed below. If the identity of the contractor is known at the time of the execution of this BSRA, a Brownfields Redevelopment Program Contractor Certification Form (CCF) shall be submitted as **Attachment E** to this BSRA, and incorporated herein. If the contractor has not yet been determined, the PRFBSR shall ensure that the CCF is submitted to the District Brownfield Coordinator and approved by the Department before the contractor begins performing any site rehabilitation tasks at the site.

The PRFBSR must submit to the Department documentation as **Attachment F**, incorporated herein, which shows a National Environmental Laboratory Accreditation Program ("NELAP")-recognized authority has accredited the laboratory(s) that will perform the analyses required by this agreement.

Any contractor that performs site rehabilitation tasks at a contaminated site originating on the real property as described in **Attachment A** shall provide documentation in accordance with the provisions of the paragraph above and with **Attachments E and F,** if applicable, showing that any contractor that performs site rehabilitation tasks:

(a) meets all certification and license requirements imposed by law; and

(b) performs, or has laboratory analyses performed, pursuant to NELAP certification requirements and performs, or has field sampling work performed, in accordance with the Standard Operating Procedures provided in Chapter 62-160, F.A.C., as amended, if applicable to performance of site rehabilitation tasks.

6. CONTINUOUS COMPLIANCE

During the entire site rehabilitation process, the PRFBSR agrees to ensure that the contractor continues to comply with the requirements of **Paragraph 5** of this BSRA pursuant to the requirements of §376.80(6), F.S.

DRAFT

7. VOLUNTARY CLEANUP TAX CREDIT PROGRAM

Not all activities that are approved or performed in association with a BSRA are eligible for the state's Voluntary Cleanup Tax Credit (VCTC). In accordance with § 376.30781, F.S., only the costs of voluntary cleanup activity incurred and paid by the applicant that are integral to site rehabilitation or for solid waste removal are eligible for the VCTC.

Contamination assessment or remediation paid for by the State of Florida for a discharge that is eligible for a state-funded cleanup under the Drycleaning Solvent Cleanup Program (DSCP) or one of the Petroleum Restoration Program's (PRP) eligibility programs, may not be used to calculate a tax credit. Likewise, expenses incurred that are statutorily-required to participate in the DSCP (i.e., deductibles) or one of the PRP eligibility programs (i.e., deductibles, review fees, limited contamination assessment reports, and co-payments), are not eligible for the state's VCTC. Nothing contained herein is intended to limit the VCTC otherwise available to the PRFBSR under applicable law.

General information about the VCTC Program is available at https://floridadep.gov/waste/waste-cleanup/content/voluntary-cleanup-tax-credit For specific questions regarding the VCTC Program, please contact the Department's Waste Cleanup Program at (850) 245-8958.

8. ADVISORY COMMITTEE

The PRFBSR shall establish an advisory committee pursuant to the requirements of §376.80(4), F.S., for the purpose of improving public participation and receiving public comments on rehabilitation and redevelopment of the brownfield area, future land use, local employment opportunities, community safety, and environmental justice. The advisory committee should include residents within or adjacent to the brownfield area, businesses operating within the brownfield area, and others deemed appropriate. However, if an appropriate local advisory committee already exists, this committee may be used for requesting public participation and for the purposes of complying with this paragraph.

The PRFBSR shall provide the advisory committee a copy of the final proposed draft BSRA, including attachments, and a copy of the executed BSRA. When the PRFBSR submits a site assessment report or the technical document containing the proposed course of action following site assessment to the Department or the local pollution control program for review, the PRFBSR shall hold a meeting or attend a regularly scheduled meeting to inform the advisory committee of the findings and recommendations in the site assessment report or the technical document containing the proposed course of action following site assessment.

DRAFT

The names, addresses, contact information and applicable affiliation for each advisory committee member is included as **Attachment G**, incorporated herein.

9. INDEMNIFICATION

The PRFBSR shall save and hold harmless and indemnify the Department against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of any person or persons and for the loss or damage to any property resulting from the use, service, operation or performance of work under the terms of this BSRA and from the negligent acts or omissions of the PRFBSR or its employees, agents, contractors, subcontractors, or other representatives, to the extent allowed by law.

10. LIABILITY PROTECTION

The liability protection provided under §376.82, F.S., shall become effective upon execution of this BSRA and shall remain effective, provided the PRFBSR complies with the terms of this BSRA.

11. TERMINATION

Pursuant to §376.80(8), F.S., if the PRFBSR fails to comply with this BSRA, the Department shall notify the PRFBSR and allow 90 days for the PRFBSR to return to compliance with the provision at issue or to negotiate a modification to the BSRA with the Department for good cause shown. If an imminent hazard exists, the 90-day grace period shall not apply. If the project is not returned to compliance with this BSRA and a modification cannot be negotiated, the Department may terminate this BSRA.

The PRFBSR may terminate this BSRA at any time upon written notice to the Department.

Termination of this BSRA by either party will revoke the immunity provision of §376.82, F.S.

12. IMMINENT HAZARD

Nothing herein shall be construed to limit the authority of the Department to undertake any action in response to, or to recover the costs of responding to, conditions at or from the real property described in **Attachment A** that require the Department to take action to abate an imminent hazard to the public health, welfare or the environment.

DRAFT

13. RELEASE OF LIABILITY

Upon successful completion of this BSRA as evidenced by the issuance of a Site Rehabilitation Completion Order (SRCO) for each contaminated site originating from the real property described in **Attachment A**, the PRFBSR and his or her successors and assigns, shall be relieved from further liability for site rehabilitation as described in paragraph 3.a. of this BSRA to the Department and third parties and of liability in contribution to any other party who has or may incur cleanup liability for the contaminated site(s).

This release of liability is subject to the reopener provisions of §376.82(3), F.S.

14. GOVERNING LAW

This BSRA has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida and any applicable local regulations. Wherever possible, each provision of this BSRA shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this BSRA shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this BSRA. Any action hereon or in connection herewith shall be brought in Pinellas County, Florida.

15. SUBMITTALS

The PRFBSR shall submit one hard (paper) copy or one electronic (digital) copy of any certifications or documentation required in **Paragraph 5** ("Site Contractor") above, and all data, reports, responses, addenda, or modifications to reports and plans required by this BSRA to:

[Insert name,
FDEP - Southwest District Brownfields Coordinator,
13051 N. Telecom Parkway, Temple Terrace, FL 33637,
Email address, 813-470-5757,

The Department encourages the submittal of documents for review in an electronic format rather than the submittal of paper copies. All electronic copies of documents shall be in the format listed in **Attachment H**, incorporated herein. Time frames for the Department's review of technical reports and plans and submittal of documents by the PRFBSR shall be governed by the schedule in **Attachment B**. After final Department approval of each report or plan, an electronic copy shall be submitted to the Department within 30 days. The electronic copy of the report shall be submitted in the format listed in **Attachment H**.

DRAFT

16. DOCUMENT REVIEW

During the site rehabilitation process, if the Department fails to complete the review of a technical document within the time frame specified in this BSRA, with the exceptions of "no further action proposals," "monitoring only proposals," and feasibility studies, which must be approved prior to implementation, the PRFBSR may proceed to the next site rehabilitation task. However, the PRFBSR does so at its own risk and may be required by the Department to complete additional work on a previous task.

17. ASSIGNMENT

The PRFBSR shall not assign any rights or responsibilities under this BSRA to any other party without the written consent of the Department and the local government with jurisdiction over the real property described in **Attachment A.** However, the Department shall not withhold its consent to such an assignment if: (a) the proposed assignee meets all of the eligibility criteria under §376.82, F.S.; (b) the proposed assignee has agreed, in writing, to assume all obligations of the PRFBSR under the terms of this BSRA; and (c) the assignment of PRFBSR obligations under any agreement with the local government with jurisdiction over the real property has been approved, in writing, by the local government.

18. WAIVER

By entering into this BSRA, the PRFBSR waives its right to challenge the contents of this BSRA in an administrative hearing afforded by §120.569 and §120.57, F.S., or an appeal afforded by the terms of §120.68, F.S. This BSRA does not deny the PRFBSR a right to challenge the Department's actions taken pursuant to this BSRA. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this BSRA, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

19. EFFECTIVE DATE AND ADMINISTRATIVE HEARING

This BSRA (Order) is final and effective on the date of execution unless a timely petition for an administrative hearing is filed under §§120.569 and 120.57, F.S., within 21 days after the date of receipt of notice of agency action. Upon the timely filing of such petition, this BSRA will not be effective until further order of the Department. The liability protection for the PRFBSR pursuant to §376.82(2), F.S., becomes effective upon execution of the BSRA. The procedures for petitioning a hearing are set forth below.

Please be advised that mediation of this decision pursuant to §120.573, F.S., is not available.

DRAFT

How to Request an Extension of Time to File a Petition for Hearing:

For good cause shown, pursuant to Rule 62-110.106(4), F.A.C., the Department may grant a request for an extension of time to file a petition for hearing. Such a request shall be filed with (received by) the Agency Clerk of the Department in the Office of the General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, within **21** days of receipt of this BSRA. Petitioner shall mail a copy of the request to the PRFBSR at the time of filing. Timely filing a request for an extension of time tolls the time period within which a petition for administrative hearing must be made.

How to File a Petition for Administrative Hearing:

A person whose substantial interests are affected by this BSRA may petition for an administrative proceeding (hearing) under §§120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed with (received by) the Agency Clerk of the Department in the Office of the General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, within **21** days of receipt of this BSRA. Petitioner shall mail a copy of the petition to the PRFBSR at the time of filing. Failure to file a petition within this time period shall constitute a waiver of any right to request an administrative proceeding under Chapter 120, F.S.

Pursuant to §120.569(2), F.S., and Rule 28-106.201, F.A.C., a petition for administrative hearing shall contain the following information:

1. The name, address, any e-mail address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the PRFBSR's name and address; the Department's Brownfield Area and Brownfield Site Identification Numbers; and the name and address of the Brownfield Site; the name and address of each agency affected;

2. A statement of when and how each petitioner received notice of the Department's action or proposed action;

3. An explanation of how each petitioner's substantial interests will be affected by the Department's action or proposed action;

4. A statement of the disputed issues of material fact, or a statement that there are no disputed facts;

5. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the Department's action or proposed action;

6. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

7. A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's action or proposed action.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this BSRA. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

20. JUDICIAL REVIEW

Except for the PRFBSR, any party has the right to seek judicial review of this BSRA under §120.68, F.S., by filing a notice of appeal under Rule 9.110 of the Florida Rules of Appellate Procedure with the Agency Clerk of the Department in the Office of the General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The notice of appeal must be filed within **30** days after this BSRA is filed with the clerk of the Department (see below).

21. CONTACTS FOR GENERAL AND LEGAL QUESTIONS

Any questions about the content of this BSRA, the Department's review of the BSRA, or technical questions should be directed to the Department's District Brownfields Coordinator referenced in **Paragraph 15** of this BSRA or to the PRFBSR's representative at:

**[Insert PRFBSR's representative name,
Mailing address, Email address,
Phone number].**

Questions regarding legal issues should be referred to the Department's Brownfields Program Attorney in the Office of General Counsel at (850) 245-2242. Contact with any of the above does not constitute a petition for administrative hearing or request for an extension of time to file a petition for administrative hearing.

DRAFT

22. ENTIRETY OF AGREEMENT

This BSRA represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this BSRA shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this BSRA, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

DRAFT

IN WITNESS WHEREOF, each of the parties has made and executed this Brownfield Site Rehabilitation Agreement on the date set forth for each signature of each representative below: Kelley Boatwright, Director FDEP Southwest District, State of Florida Department of Environmental Protection, and City of St. Petersburg, the Person Responsible for Brownfield Site Rehabilitation, signing by and through **{Insert individual signatory's name if signing for PRFBSR Company or Entity. Please ensure the person signing has the authority to sign on behalf of the entity; see link to FDEP's signature authority memo for more information https://floridadep.gov/ogc/ogc/documents/example-signature-blocks-and-certifications}**, duly authorized to execute same.

PERSON RESPONSIBLE FOR
BROWNFIELD SITE REHABILITATION

By: _____
(PRFBSR Authorized Signatory)

_____
(Print Signatory's Name & Title)

Date: _____

_____
(Address)

_____
(City, State, Zip Code)

_____
(Telephone)

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Director, FDEP Southwest District

_____
Kelley Boatwright

Date: _____

Approved as to form and legality:

_____
FDEP Brownfields Program Attorney

FILING AND ACKNOWLEDGMENT FILED, on this date, pursuant to §120.52 Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

_____
Clerk (or Deputy Clerk)

Date: _____

cc: Kelly Crain, FDEP Brownfields Program Manager
Justin Cross, FDEP Government Analyst II, Brownfields Program
Megan Johnson, FDEP Environmental Consultant, Brownfields Program
FDEP Brownfields Program Attorney
{Insert Name of Brownfields District Coordinator, FDEP}

DRAFT

List of Attachments

Attachment A	Local Government Resolution for the Brownfield Area and Map and Legal Description of the Brownfield Site
Attachment B	Brownfield Site Rehabilitation Schedule
Attachment C	Site Access Agreement
Attachment D	Certification of Redevelopment Agreement
Attachment E	Contractor Certification Form
Attachment F	Quality Assurance Certificate
Attachment G	Advisory Committee Members
Attachment H	Format for Submittal of Technical Documents
Attachment I	Publication of Notice *{Optional; delete if not published.}*

DRAFT

Delete the instructions (after the attachment title) on each attachment page before finalizing the document.

BROWNFIELD SITE REHABILITATION AGREEMENT
INSTRUCTIONS

For electronic copies of the latest Florida Brownfields Redevelopment Program Guidance Manual and examples of various forms used within the BSRA, visit the Website address:

https://floridadep.gov/waste/waste-cleanup/content/brownfields-program

INDEX

Section	Title of Attachment	Reference Page in Instructions
1	Local Government Resolution For The Brownfield Area and Map and Legal Description of the Brownfield Site	i
2	Brownfield Site Rehabilitation Schedule (Suggested Time Frames)	ii
3	Site Access Agreement	v
4	Certification of Redevelopment Agreement	viii
5	Contractor Requirement Form	ix
6	Quality Assurance Certificate	xi
7	Advisory Committee Members	xii
8	Format of Submittal of Technical Documents	xiii
9	Publication of Notice (Optional)	xivi

SECTION 1: ATTACHMENT A - - LOCAL GOVERNMENT RESOLUTION FOR THE BROWNFIELD AREA AND MAP AND LEGAL DESCRIPTION OF THE BROWNFIELD SITE

Attachment A shall include a copy of the local government resolution, including the resolution's attachments, that designated the brownfield area pursuant to §376.80, F.S. **Attachment A** shall also include a map and legal description of the brownfield site. The map of the brownfield site shall clearly delineate the boundaries of the brownfield site. The number of acres shall also be recorded. The information provided in the attachment shall be compatible with the Department's Geographic Information System (GIS).

DRAFT

SECTION 2: ATTACHMENT B - - BROWNFIELD SITE REHABILITATION SCHEDULE
Attachment B

Table I
Brownfield Site Rehabilitation Schedule

Type of Report or Activity	PRFBSR Action or Submittal Time Frames	Department Review or Comment Time frames
Notice of Interim Source Removal Action or Emergency Response Action situations.	Within 24 hours of initiation of the action.	No comment required.
Interim Source Removal Proposal	When seeking approval before implementation of an alternative product recovery method, groundwater recovery, soil treatment or disposal technique (see Rule 62-780.525, F.A.C.)	Within 30 days of receipt.
Interim Source Removal Plan	When seeking approval before implementation of an alternative product recovery method, groundwater recovery, soil treatment or disposal technique (62-780.525, F.A.C.)	Within 30 days of receipt.
Interim Source Removal Status Report	Within 60 days of completion of source removal activities and every 60 days thereafter or when the field activity is terminated, whichever occurs first.	No comment required.
Interim Source Removal Report	Within 60 days of completion of interim source removal activities.	Within 60 days of receipt.
Site Rehabilitation Plan (SRP) or Combined Document; (Optional submittal) (See Rule 62-780.450, F.A.C.)	Optional: SRP submitted within 270 days of executing BSRA. May include multiple tasks.	Within 60 days of receipt.
Site Assessment Report (SAR)	SAR submitted within 270 days of executing BSRA.	Within 60 days of receipt.
Risk Assessment Report (RAR)	Optional: (within 60 days of SAR approval.)	Within 90 days of receipt.
No Further Action (NFA) Proposal	When the site meets the criteria for NFA (See Rule 62-780.680, F.A.C.).	Within 60 days of receipt.
Well Survey and Sampling Results pursuant to paragraph 62-780.600(3)(h), F.A.C.	Within 60 days of discovery of contamination beyond the property boundaries	Within 60 days of receipt.
Natural Attenuation with Monitoring (NAM) Plan	When the site meets the criteria for Natural Attenuation with Monitoring (See Rule 62-780.690, F.A.C.).	Within 60 days of receipt.
Natural Attenuation with Monitoring (NAM) Report	Within 60 days of sample collection.	No comment required.
Remedial Action Plan (RAP)	Within 90 days of approval of a SRP, SAR or RAR.	Within 60 days of receipt.
As-Built Drawings	Within 120 days of initiating operation of the active remediation system.	No comment required.
Initiate Operation of Active Remedial Action	Within 120 days of RAP approval.	No comment required.
Proposals submitted pursuant to subsection 62-780.700(14), F.A.C.	Optional during active remediation	Within 60 days of receipt
Remedial Action Status Report (Monthly or quarterly status reports may be required for submittal - - depending on site conditions and Advisory Committee.)	Within 60 days of the anniversary date of initiating operation of active remediation system.	No comment required.

DRAFT

Post Active Remediation Monitoring (PARM) Plan	**When the site meets the criteria for NFA (see Rule 62-780.680) or Leveling-Off [see Rule 62-780.700(18)]**	**Within 60 days of receipt.**
Post Active Remediation Monitoring (PARM) Report	**Within 60 days of sample collection.**	**No comment required.**
Leveling Off Determination	**Within 60 days of sample collection.**	**Within 60 days of receipt.**
Post Active Remediation Monitoring (PARM) Plan resampling proposal (Rule 62-780.750(4)(e), F.A.C.	**Within 60 days of sample collection.**	**Within 60 days of receipt.**
Site Rehabilitation Completion Report (SRCR)	**Within 60 days of the final sampling event. If SRCR not approved then submit modifications, etc., within 60 days of Department's response.**	**Within 60 days of receipt. If the brownfield site meets the requirements of Chapter 62-780, F.A.C., for the issuance of an SRCO, then an SRCO will be issued.**
Pilot Study Work Plan	**When seeking approval before implementation of a Pilot Study pursuant to Rule 62-780.700(2), F.A.C.**	**Within 60 days of receipt.**
Notices for Field Activities except for Start of Interim Source Removal or Emergency Response Action situations.	**Within seven (7) days but not less than 24 hours prior notice to the Department to perform field activity.**	**No comment required.**
Submittal to the Department of addenda, responses, or modification to plans or reports, pursuant to Chapter 62-780, F.A.C.	**Within 60 days of receipt of the Department's response.**	**Within the same time frame for review of the original submittal.**
Submittal of Form and Actual Notice required in subsection 62-780.220(2), F.A.C.	**See text of rule for "Initial Notice of Contamination Beyond Property Boundaries" in subsection 62-780.220(2), F.A.C.**	**No comment required.**
Submittal of Actual and Constructive Notice required in subsection 62-780.220(3), F.A.C.	**See text of rule for "Subsequent Notice of Contamination Beyond Source Property Boundaries for Establishment of a Temporary Point of Compliance (TPOC)" in subsection 62-780.220(3), F.A.C.**	**No comment required.**
Submittal of Notice required in subsection 62-780.220(7), F.A.C.	**See text of rule for requirement that PRFBSR provide notice of Department's intent to approve site closure using institutional controls, institutional and engineering controls, or alternative cleanup target levels.**	**No comment required.**

DRAFT

SECTION 3: ATTACHMENT C - - SITE ACCESS AGREEMENT

The PRFBSR shall provide the Department or the delegated local program with original copies of any site access agreement entered into between the PRFBSR and the owner(s) of all the individual parcels comprising the Brownfield site subject to this BSRA. These site access agreement(s) shall be incorporated as **Attachment C** and include acknowledgement that representatives from the Department shall be allowed access to the property upon request. A model of the Site Access Agreement is shown on the following page. This model must be used to grant site access for the Department, however, the agreement may be modified based on site-specific circumstances in coordination with the Department. **Please ensure the person signing the site access agreement has the necessary legal authority to sign on behalf of the entity. For more information, see the following link to the Department's signature authority guidance: https://floridadep.gov/ogc/ogc/documents/example-signature-blocks-and-certifications**

DRAFT

SITE ACCESS AGREEMENT
PERMISSION TO ENTER PROPERTY
BROWNFIELDS REDEVELOPMENT PROGRAM

1. City of St. Petersburg, the real property owner ("undersigned" or "owner"), hereby grants permission to the State of Florida, Department of Environmental Protection ("Department") and its agents and subcontractors to enter the undersigned's property ("the property") generally located at 2200 6TH AVE S, ST PETERSBURG, Parcel IDs: 23-31-16-38628-003-0010, 23-31-16-38628-003-0090, 23-31-16-38628-003-0100, 23-31-16-38628-003-0120, 23-31-16-38628-003-0130, 23-31-16-38628-003-0140, 23-31-16-38628-003-0150, 23-31-16-38628-004-0030, 23-31-16-38628-004-0010 as described in **Attachment A** attached to the Brownfield Site Rehabilitation Agreement ("BSRA") for the brownfield site assigned the Brownfield Site Identification Number **{BFXXXXXX}**, beginning on the date of execution of the BSRA and ending on such date as deemed appropriate by the Department or the successful completion of the BSRA, whichever occurs first.

2. This permission is contemplated to be used for the following activities that may be performed by the Department, its agents, representatives or subcontractors:

   a. Having access to areas where contamination may exist.

   b. Investigation of soil and groundwater including, but not limited to, the installation of groundwater monitoring wells, the use of geophysical equipment, the use of an auger for collection of soil and sediment samples, the logging of existing wells, videotaping, preparation of site sketches, taking photographs, any testing or sampling of groundwater, soil, surface water, sediments, air, and other materials deemed appropriate by the Department and the like.

   c. Removal, treatment and/or disposal of contaminated soil and water, which may include the installation of recovery wells or other treatment systems.

3. Upon completion of the investigation, the Department will restore the property as near as practicable to its condition immediately prior to the commencement of such activities.

4. The granting of this permission by the undersigned is not intended, nor should it be construed, as an admission of liability on the part of the undersigned or the undersigned's successors and assigns for any contamination discovered on the property.

5. The Department, its agents, representatives or subcontractors may enter the property during normal business hours and may also make special arrangements to enter the property at other times after agreement from the undersigned.

6. The Department acknowledges and accepts any responsibility it may have under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees acting within the scope of their employment while on the property.

7. In exercising its access privileges, the Department will take reasonable steps not to interfere with the Owner's operations, or the remediation and redevelopment activities pursuant to the BSRA.

_____	_____
Signature of Real Property Owner	Signature of Witness
Print Name: _____	Print Name: _____
Title, if applicable_____	
_____	_____
Date	Date

DRAFT

Accepted by the Department by the following authorized agent:

_____	_____
Signature of Department representative	Signature of Witness
Print Name: _____	Print Name: _____
_____	
Title of Department representative	
_____	_____
Date	Date

DRAFT

SECTION 4: ATTACHMENT D - - CERTIFICATION OF REDEVELOPMENT AGREEMENT

The PRFBSR must certify that it has consulted with the local government with jurisdiction over the brownfield area about the proposed redevelopment of the brownfield site, that the local government is in agreement with or approves the proposed redevelopment, and that the proposed redevelopment complies with applicable laws and requirements for such redevelopment. The PRFBSR must document this certification by including one of the following as **Attachment D** of the BSRA:

- Reference to or a copy of a legally recorded or officially approved land use or site plan, a development order or approval, a building permit, or a similar official document issued by the local government that reflects the local government's approval of proposed redevelopment of the brownfield site;
- A copy of the local government resolution designating the brownfield area that contains the proposed redevelopment of the brownfield site; or
- A letter from the local government that describes the proposed redevelopment of the brownfield site and expresses the local government's agreement with or approval of the proposed redevelopment.

If the local government with jurisdiction over the site is also the PRFBSR, then the PRFBSR only needs to submit documentation that describes the redevelopment. However, please include a statement in **Attachment D** that indicates that the PRFBSR and the local government with jurisdiction are the same entity.

DRAFT

SECTION 5: ATTACHMENT E - - CONTRACTOR CERTIFICATION FORM

The PRFBSR must ensure that any contractor performing site rehabilitation program tasks at or for the real property described in **Attachment A** has provided documentation and certification to the Department or to the delegated local program that the contractor meets the requirements of **Paragraph 5**, Site Contractor, of the BSRA. These requirements include all certification and licensing requirements and implementation of the Standard Operating Procedures (SOPs) for field sampling in accordance with Chapter 62-160, F.A.C. (A link to Chapter 62-160, F.A.C., is provided in the Attachment F instructions below). The Contractor Certification Form (CCF) shall be completed and submitted to the District Brownfields Coordinator or to the delegated local program Brownfields Coordinator. The completed CCF shall be submitted on company letterhead as **Attachment E**.

If at the time of execution of the BSRA, the identity of a contractor is not known, the PRFBSR shall ensure that the required CCF is submitted to the Department or to the delegated local program prior to the contractor performing site rehabilitation program tasks at the site. The contractor is defined as the contractor responsible for performing the site rehabilitation program tasks at or for the real property described in **Attachment A**. The contractor may subcontract to other licensed contractors. See §489.113(9), F.S., for additional information.

DRAFT

CONTRACTOR CERTIFICATION FORM
Brownfields Redevelopment Program

Contractor Name: Stantec Consulting Services, Inc. (SCSI or Stantec) Date: 12-1-22

Contractor Address: 380 Park Place Blvd, Clearwater, FL

Contact Name: Miles G. Ballogg

Phone No.: 727-531-3505 Fax No.: N/A

Brownfield Site ID #: BFXXXXXX

CONTRACTOR CERTIFIES BY CHECKING ALL APPROPRIATE BOXES:	**YES**	**NO**
1. It meets all certification and license requirements imposed by law.	☒	☐
2. It performs or contracts laboratory analysis pursuant to National Environmental Laboratory Accreditation Program certification requirements and performs or contracts field-sampling work in accordance with the Standard Operating Procedures for Field Activities pursuant to Chapter 62-160, Florida Administrative Code.	☒	☐
3. It complies with all applicable OSHA regulations.	☒	☐
4. Has the capacity to perform the majority of the site rehabilitation program tasks pursuant to a brownfield site rehabilitation agreement or supervise the performance of such tasks by licensed subcontractors in accordance with Section 489.113(9), Florida Statutes (F.S.).	☒	☐

The person named below by signing as an "Officer of the Company" hereby certifies to the Florida Department of Environmental Protection (FDEP) that the Contractor named above meets the requirements for contractors participating in the Brownfields Redevelopment Program [Section 376.80(6), F.S.]:

Miles G. Ballogg
Signature of Officer of the Company and Date Signed

Miles G. Ballogg
Print Name of Officer of the Company

Senior Principal, Director – Brownfields and Economic Development
Title of Officer of the Company

Contractors must immediately notify the FDEP (Brownfields District Coordinator, delegated local program) of any change in the above criteria. The FDEP may order a suspension or cessation of work for failure of a contractor to maintain their required certification.

DRAFT

SECTION 6: ATTACHMENT F - - QUALITY ASSURANCE CERTIFICATE

DRAFT

SECTION 7: ATTACHMENT G - - ADVISORY COMMITTEE MEMBERS

The advisory committee members for this project will include (but not be limited to):

- Miles G Ballogg
  Senior Principal, Director – Brownfields and Economic Development
  Stantec Consulting Services, Inc.
  380 Park Place Blvd, Suite 300
  Clearwater, FL 33759
  727-531-3505

Local governments or PRFBSRs must establish an advisory committee or use an existing advisory committee that has formally expressed its intent to address redevelopment of the specific brownfield area for the purpose of improving public participation and receiving public comments on rehabilitation and redevelopment of the brownfield area, future land use, local employment opportunities, community safety, and environmental justice. Such advisory committee should include residents within or adjacent to the brownfield area, businesses operating within the brownfield area, and others deemed appropriate. The names, addresses, and contact information for all Advisory Committee members shall be included in **Attachment G**. In addition, for each committee member please indicate whether that person is a resident within or adjacent to the brownfield area, owns or operates a business within the brownfield area, or whether the person is a member of an existing local government advisory committee. The PRFBSR must notify the advisory committee of the intent to rehabilitate and redevelop the site before executing the BSRA, and provide the committee with a copy of the draft plan for site rehabilitation which addresses elements required by §376.80(5), F.S. This includes disclosing potential reuse of the property as well as site rehabilitation activities, if any, to be performed.

The advisory committee shall have the opportunity to review any proposed redevelopment agreement prepared pursuant to §376.80(5)(i), F.S., and provide comments, if appropriate, to the board of the local government with jurisdiction over the brownfield area. The advisory committee shall be provided a copy of the executed brownfield site rehabilitation agreement. When the PRFBSR submits a site assessment report or the technical document containing the proposed course of action following site assessment to the department or the local pollution control program for review, the PRFBSR must hold a meeting or attend a regularly scheduled meeting to inform the advisory committee of the findings and recommendations in the site assessment report or the technical document containing the proposed course of action following site assessment.

DRAFT

SECTION 8: ATTACHMENT H - FORMAT FOR SUBMITTAL OF TECHNICAL DOCUMENTS

1. One hard copy or one electronic copy of each report or proposal and final reports shall be submitted to the Department or to the delegated local program.
2. Where an electronic format exists of the records it shall be used to transmit the data, file, report, document, map, plans, picture, record, or any other object that may be available in an electronic format. Electronic records shall be kept in industry standard non-proprietary formats: TIFF, GIF, JPEG, PDF, or in Microsoft Word, Microsoft Excel, and Microsoft Access not older than one (1) release behind the current.
3. Data requested shall be transmitted using available media such as E-mail, Compact Disc (CD), or File Transfer via an FTP site. Additional formats may be considered at the time of the request.
4. After final approval of each report, an electronic copy and one hard copy shall be submitted within 30 days.
5. The media shall include a file directory and specify the “naming convention”.
   (a) Final reports (any text files) must be in one of the approved formats.
   (b) Site maps and surveys shall be in TIFF, JPEG or “.pdf” format.
   (c) Site-specific GIS data tables shall be in Excel or text (tab delimited) format.
   (d) The cover of the media shall include the Site Name, Designated Brownfield Area, Date and Type of Report(s).
   The left inside cover of the media should list all the files located on the media.

DRAFT

OPTIONAL ATTACHMENT I: PUBLICATION OF NOTICE (Optional for PRFBSR; if the PRFBSR chooses to publish notice, a copy of the notice should be attached to the BSRA)

If the PRFBSR wishes to publish notice of site rehabilitation activities once the PRFBSR and the Department or the delegated local program have executed the BSRA, the Department recommends that the following notice be used. The notice may be published in a newspaper of daily circulation in the city and county where the site rehabilitation activities are taking place.

MODEL NOTICE

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
NOTICE OF BROWNFIELD SITE REHABILITATION AGREEMENT

The Department of Environmental Protection **(or insert the appropriate delegated local program)** gives notice of agency action of entering into a Brownfield Site Rehabilitation Agreement (hereinafter "BSRA") with **(insert name of PRFBSR)** _____ pursuant to § 376.80(5), Florida Statutes (F.S.). The BSRA addresses the _____ activities in the vicinity of **(insert addresses of site listed in BSRA)** _____. This BSRA is made available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays at the Florida Department of Environmental Protection, **(insert FDEP District's mailing address)** _____.

A person whose substantial interests are affected by this BSRA may petition for an administrative proceeding (hearing) under §§120.569 and 120.57, F.S. The Petition must contain the information set forth below and must be filed with (received by) the Agency Clerk of the Department in the Office of the General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, within **21** days of receipt of this notice. The Petitioner shall mail a copy of the petition at the time of filing to the District Office named above at the address indicated and a copy to the Person Responsible for Brownfields Site Rehabilitation ("PRFBSR") listed in the BSRA. Failure to file a petition within this time period shall constitute a waiver of any right to request an administrative proceeding under Chapter 120, F.S.

Pursuant to §120.569(2), F.S., and Rule 28-106.201, F.A.C., a petition for administrative hearing shall contain the following information:

1. The name, address, any e-mail addresses, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the PRFBSR's name and address; the Department's Brownfield Area and Brownfield Site Identification Numbers; the name and address of the Brownfield Site; and the name and address of each agency affected;

2. A statement of when and how each petitioner received notice of the Department's action or proposed action;

3. An explanation of how each petitioner's substantial interests will be affected by the Department's action or proposed action;

4. A statement of the disputed issues of material facts, or a statement that there are no disputed facts;

5. A concise statement of the ultimate facts alleged, including a statement of the specific facts the petitioner contends warrant reversal or modification of the Department's action or proposed action;

6. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

7. A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's action or proposed action.

If a Petition is filed, the administrative hearing process is designed to formulate agency action. Accordingly, the Department's final action may be different from the position taken by the Department in the BSRA. Persons whose substantial interests will be affected by any decision of the Department with regard to the subject BSRA have the right to petition to become a party to the proceeding. This BSRA is final and effective on the date of execution. Timely filing a petition for administrative hearing postpones the date this BSRA takes effect until the Department issues either a final order pursuant to an administrative hearing or an Order Responding to Supplemental Information provided to the Department pursuant to meetings with the Department.

DRAFT

Approvals - gcc
Report • Printed on August 22, 2024

Approved

9/5 Council - FDEP - Deuces Rising - BSRA Agreement

Claude - confirming no funding is being approved in this item, only Agreement. All - will add in final Resolution once Dema signs. Draft Res has been approved.

Attachments

FDEP - Deuces Rising - BSRA A
https://stpete1-my.sharepoint.com/:l

Final status: Approved

CT **Step 3: Approved by**
Claude Tankersley 8/22/2024 2:33:03 PM

MW **Step 2: Approved by**
Margaret B. Wahl 8/22/2024 2:32:53 PM

BP **Step 1: Approved by**
Brejesh Prayman 8/22/2024 2:32:46 PM

SJ **Requested by**
Sarah B. Johnson 8/22/2024 2:26:44 PM

The following page(s) contain the backup material for Agenda Item: A resolution approving funding in an amount not to exceed $125,000 for Westcare Gulfcoast-Florida, Inc. to provide professional substance abuse treatment and related services through its "A Turning Point" Program for the period commencing October 1, 2024 and ending September 30, 2025; authorizing the Mayor or his designee to execute the City's form grant agreement and all other documents necessary to effectuate this transaction; and providing an effective date.
Please scroll down to view the backup material.

CB-12

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of September 5, 2024

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

SUBJECT: A resolution approving funding in an amount not to exceed $125,000 for WestCare Gulfcoast-Florida, Inc. to provide professional substance abuse treatment and related services through its "A Turning Point" program for the period commencing October 1, 2024 and ending September 30, 2025; authorizing the Mayor or his designee to execute the City's form grant agreement and all other documents necessary to effectuate this transaction; and providing an effective date.

EXPLANATION: The City has expressed a desire to utilize a portion of its available funds to assist organizations that provide community services within Pinellas County. WestCare GulfCoast-Florida, Inc. ("Agency") is a voluntary, non-profit corporation which is open to the public and dedicated to a valid public purpose. This resolution authorizes funding in the amount of $125,000 for services and operating expenses for A Turning Point (ATP) which provides shelter and services for homeless adults living with chronic alcoholism, substance use disorders and co-occurring mental health disorders for the period October 1, 2024 through September 30, 2025.

A Turning Point is a 24/7 program, which will provide professional substance abuse services, housing, meals, and case-management for homeless individuals. Clients who enter the program are given the opportunity for diversion from incarceration due to public intoxication and provides homeless individuals with the support needed to begin their recovery and creating a plan for maintaining housing stability. ATP is the only inebriate-receiving facility in the county that accepts homeless adults directly from the streets to an indoor facility, providing an alternative to incarceration or hospitalization.

ATP operates in three (3) transitional phases to provide services to clients: Phase I includes an observation area, where individuals can be monitored while they are sobering up. After 3 days the individual may voluntarily enter Phase II where a higher level of intervention is offered to clients through a 30-day rehabilitation treatment program. Phase III offers a higher level of intervention to the clients who have obtained a community placement for substance use and/or co-occurring mental health disorder treatment.

This funding will be utilized by the agency for services and operational costs for serving approximately 600 individuals for an average 21-day residency at A Turning Point residential facility.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the General Fund (0001), Housing and Community Development Department, Veterans, Social and Homeless Services Division (082-2327).

ATTACHMENTS: Resolution

APPROVALS:

Administrative	Budget

Resolution No. _____

A RESOLUTION APPROVING FUNDING IN AN AMOUNT NOT TO EXCEED $125,000 FOR WESTCARE GULFCOAST-FLORIDA, INC. TO PROVIDE PROFESSIONAL SUBSTANCE ABUSE TREATMENT AND RELATED SERVICES THROUGH ITS "A TURNING POINT" PROGRAM FOR THE PERIOD COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CITY'S FORM GRANT AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to utilize a portion of its available funds to assist organizations that provide community services within Pinellas County; and

WHEREAS, WestCare GulfCoast-Florida, Inc. ("WestCare") is a voluntary, non-profit corporation which is open to the public and dedicated to a valid public purpose; and

WHEREAS, WestCare's A Turning Point is a 24/7 program which will provide professional substance use treatment services, housing, meals and case management for inebriated homeless individuals for an average of 21 days; and

WHEREAS, funding in the amount of $125,000 for the program is available in the Fiscal Year 2025, General Fund (0001) Housing and Community Development Department, Veterans, Social and Homeless Services Division (082-2327).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that funding in an amount not to exceed $125,000 for WestCare GulfCoast-Florida, Inc. to provide professional substance abuse treatment and related services through its "A Turning Point" program for the period commencing October 1, 2024 and ending September 30, 2025 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the City's form grant agreement and all other documents necessary to effectuate this transaction.

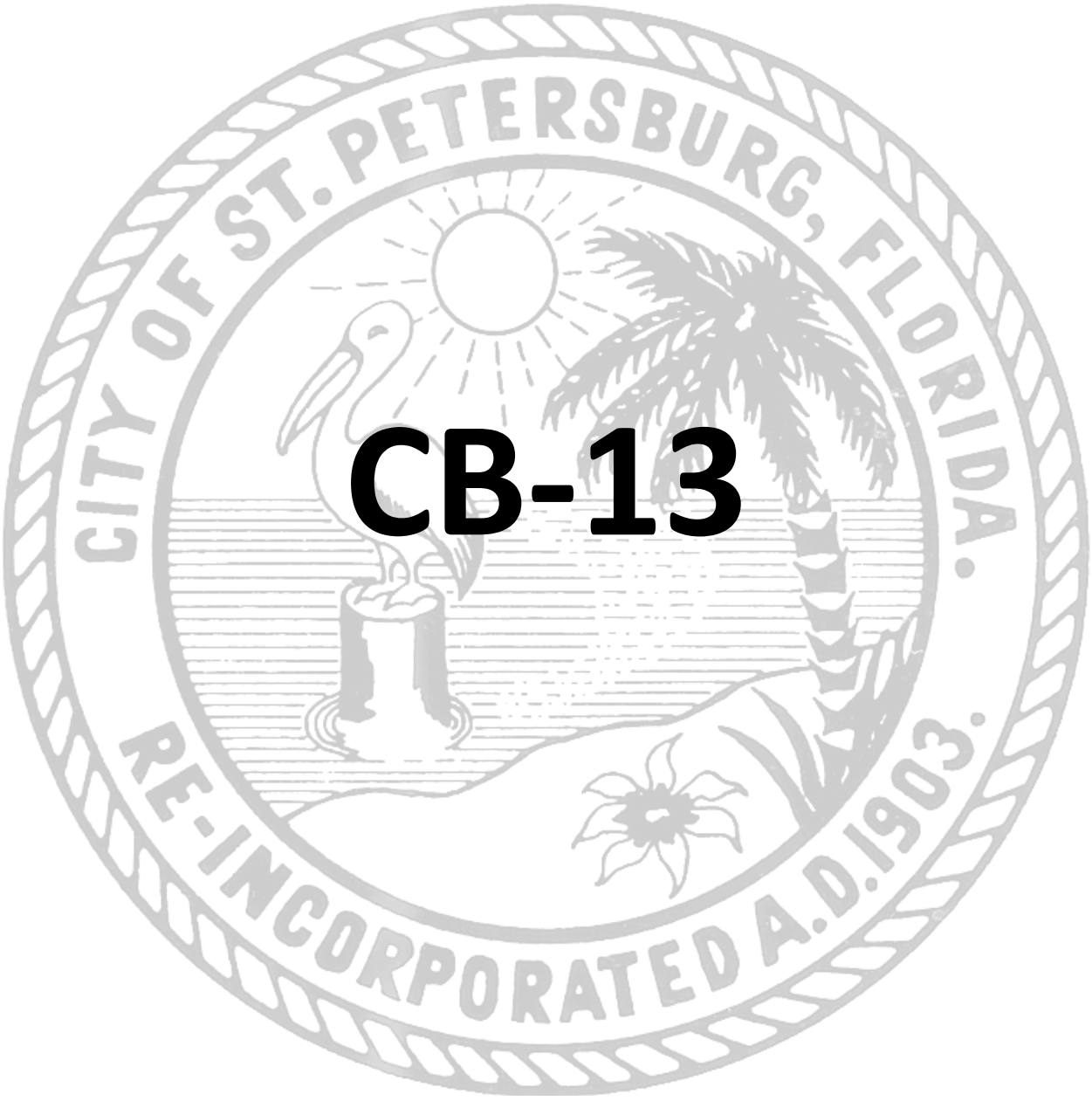
This resolution shall become effective immediately upon its adoption.

APPROVED:

Legal

Department

The following page(s) contain the backup material for Agenda Item: A resolution approving funding in an amount not to exceed $100,000 for Westcare Gulfcoast-Florida, Inc. to provide professional substance abuse treatment and related services through its Mustard Seed Inn for the period commencing October 1, 2024 and ending September 30, 2025; authorizing the Mayor or his designee to execute the City's form grant agreement and all other documents necessary to effectuate this transaction; and providing an effective date.
Please scroll down to view the backup material.



CB-13

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of September 5, 2024

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

SUBJECT: A resolution approving funding in an amount not to exceed $100,000 for WestCare GulfCoast – Florida, Inc. to provide professional substance abuse treatment and related services for the period commencing October 1, 2024, and ending September 30, 2025; authorizing the Mayor, or his designee, to execute the City's form grant agreement and all other documents necessary to effectuate this transaction; and providing an effective date.

EXPLANATION: The City has expressed a desire to utilize a portion of its available funds to assist organizations that provide community services within Pinellas County. WestCare GulfCoast-Florida, Inc. ("Agency") is a voluntary, non-profit corporation which is open to the public and dedicated to a valid public purpose. This resolution authorizes funding in the amount of $100,000 for services and operating expenses for residential substance abuse treatment for St. Petersburg residents at WestCare's Mustard Seed Inn for the period October 1, 2024, through September 30, 2025.

The Mustard Seed Inn program, which will provide professional substance abuse treatment services, housing, meals and case-management for homeless individuals for 60-90 days. Referrals will primarily be from A Turning Point emergency homeless shelter, which provides for a voluntary 30-day residency. This funding will allow for an extended stay for individuals who require additional treatment. Referrals will be limited to St. Petersburg residents, who have low to no income at the time of intake and who are not receiving treatment.

This funding will be utilized by the agency for services and operational cost for serving approximately 24 individuals for an average 60-day residency at the Mustard Seed Inn.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the General Fund (0001), Housing and Community Development Department, Veterans, Social and Homeless Services Division (082-2327).

ATTACHMENTS: Resolution

APPROVALS: _____ _____

Administrative Budget

Resolution No. _____

A RESOLUTION APPROVING FUNDING IN AN AMOUNT NOT TO EXCEED $100,000 FOR WESTCARE GULFCOAST-FLORIDA, INC. TO PROVIDE PROFESSIONAL SUBSTANCE ABUSE TREATMENT AND RELATED SERVICES THROUGH ITS MUSTARD SEED INN FOR THE PERIOD COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CITY'S FORM GRANT AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to utilize a portion of its available funds to assist organizations that provide community services within Pinellas County; and

WHEREAS, WestCare GulfCoast-Florida, Inc. ("WestCare") is a voluntary, non-profit corporation which is open to the public and dedicated to a valid public purpose; and

WHEREAS, WestCare's Mustard Seed Inn is a program which will provide professional substance use treatment services, housing, meals and case management for homeless individuals and other St. Petersburg low-income residents for 60-90 days; and

WHEREAS, funding in the amount of $100,000 for the program is available in the Fiscal Year 2025, General Fund (0001), Housing and Community Development Department, Veterans, Social and Homeless Services Division (082-2327).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that funding in an amount not to exceed $100,000 for WestCare GulfCoast-Florida, Inc. to provide professional substance abuse treatment and related services through its Mustard Seed Inn for the period commencing October 1, 2024 and ending September 30, 2025 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the City's form grant agreement and all other documents necessary to effectuate this transaction.

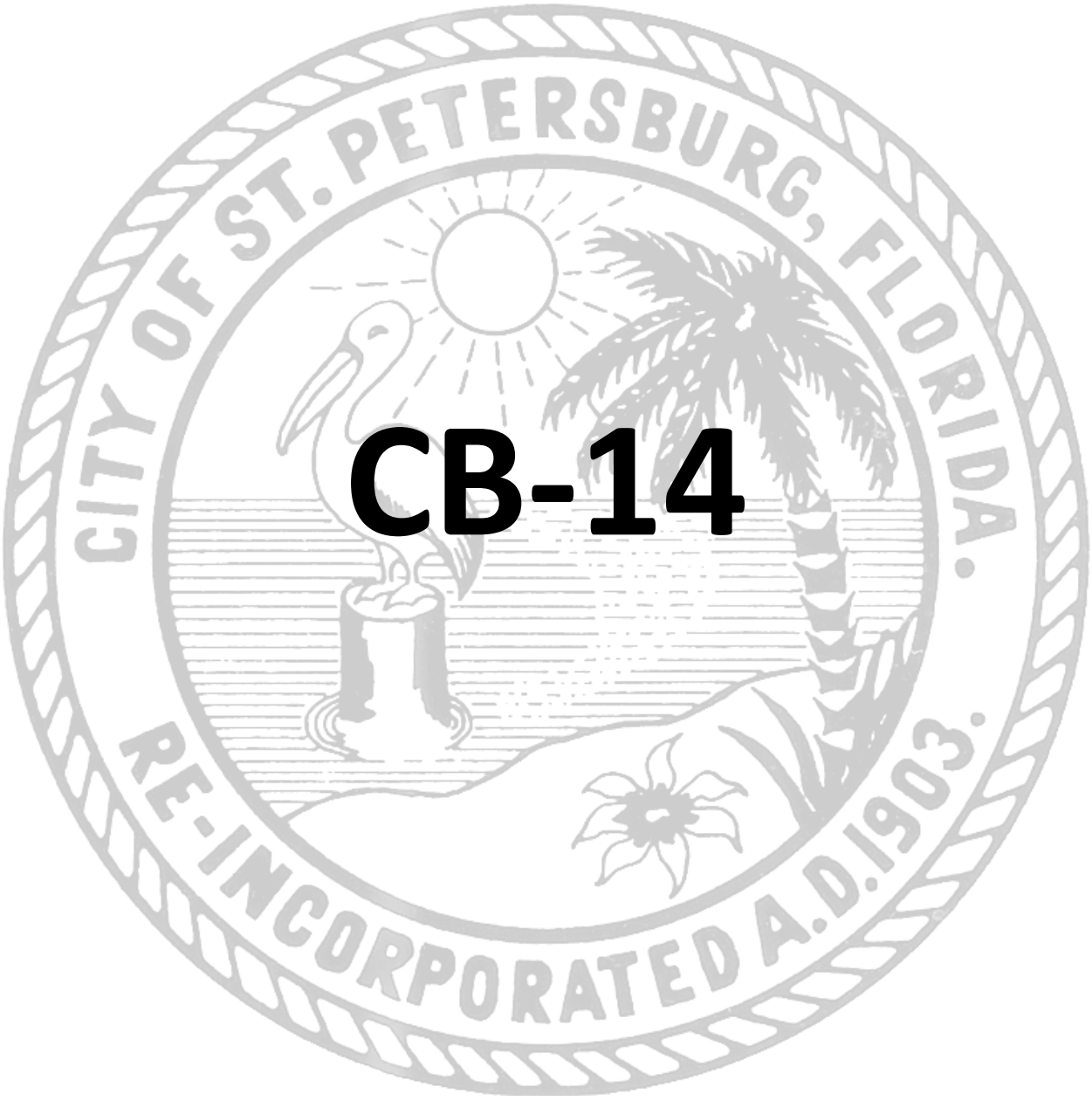
This resolution shall become effective immediately upon its adoption.

APPROVALS:

Legal: _____

Department: _____

The following page(s) contain the backup material for Agenda Item: A resolution approving funding in an amount not to exceed $100,000 for the Neighborly Care Network to operate the Meals on Wheels Program for the period commencing October 1, 2024 and ending September 30, 2025; authorizing the Mayor or his designee to execute the City's form grant agreement and all other documents necessary to effectuate this transaction; and providing an effective date.
Please scroll down to view the backup material.



CB-14

St. Petersburg City Council

Meeting of September 5, 2024

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

SUBJECT: A Resolution approving funding in an amount not to exceed $100,000 for the Neighborly Care Network to operate the Meals on Wheels program for the period commencing October 1, 2024 and ending September 30, 2025; authorizing the Mayor or his designee to execute the City's form grant agreement and all other documents necessary to effectuate this transaction; and providing an effective date.

EXPLANATION: The City has expressed a desire to utilize a portion of its available funds to assist organizations that provide community services within Pinellas County. The Neighborly Care Network is a voluntary, non-profit corporation which is open to the public and dedicated to a valid public purpose. This resolution authorizes funding in the amount of $100,000 for the Meals on Wheels Program for the period of October 1, 2024, through September 30, 2025. The Meals on Wheels Program provides home delivered meals to more than 3,500 at-risk seniors throughout Pinellas County.

The need for home delivered meals by infirm seniors exceeds the Meals on Wheels Program resources, and the City has provided funding since 2017 to the Neighborly Care Network, in an attempt to reduce the number of residents who are on the wait list. The $100,000 in funding from the City will be utilized to provide frozen, hot, or hurricane meals to the people on the wait list who reside within the jurisdiction of St. Petersburg. The cost per meal is $8.00, which has tripled since the City first provided the funding in 2017. The Neighborly Care Network volunteers or staff will deliver 5 frozen meals once a week to these "high nutrition risk" seniors. The City funding will provide frozen meals to 130 unduplicated seniors during the term of this agreement.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the General Fund (0001), Housing and Community Development Department, Veterans, Social and Homeless Services Division (082.2327).

ATTACHMENTS: Resolution

APPROVALS:

AC Foster	Lance Stanford
Administrative	**Budget**

Resolution No. _____

A RESOLUTION APPROVING FUNDING IN AN AMOUNT NOT TO EXCEED $100,000 FOR THE NEIGHBORLY CARE NETWORK TO OPERATE THE MEALS ON WHEELS PROGRAM FOR THE PERIOD COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CITY'S FORM GRANT AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to utilize a portion of its available funds to assist organizations that provide community services within Pinellas County; and

WHEREAS, the Neighborly Care Network is a voluntary, non-profit corporation which is open to the public and dedicated to a valid public purpose; and

WHEREAS, the Neighborly Care Network operates the Meals on Wheels Program that provides home delivered meals to over 3,500 at-risk seniors in our community; and

WHEREAS, the City recognizes the Neighborly Care Network is providing an essential service within the community and has demonstrated the need for financial assistance; and

WHEREAS, funding in the amount of $100,000 for the Meals on Wheels Program is available in the Fiscal Year 2025, Housing and Community Development Department, Veterans, Social and Homeless Services Division budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that funding in an amount not to exceed $100,000 for the Neighborly Care Network to operate the Meals on Wheels Program for the period commencing October 1, 2024, and ending September 30, 2025 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the City's form grant agreement and all other documents necessary to effectuate this transaction.

This resolution shall become effective immediately upon its adoption.

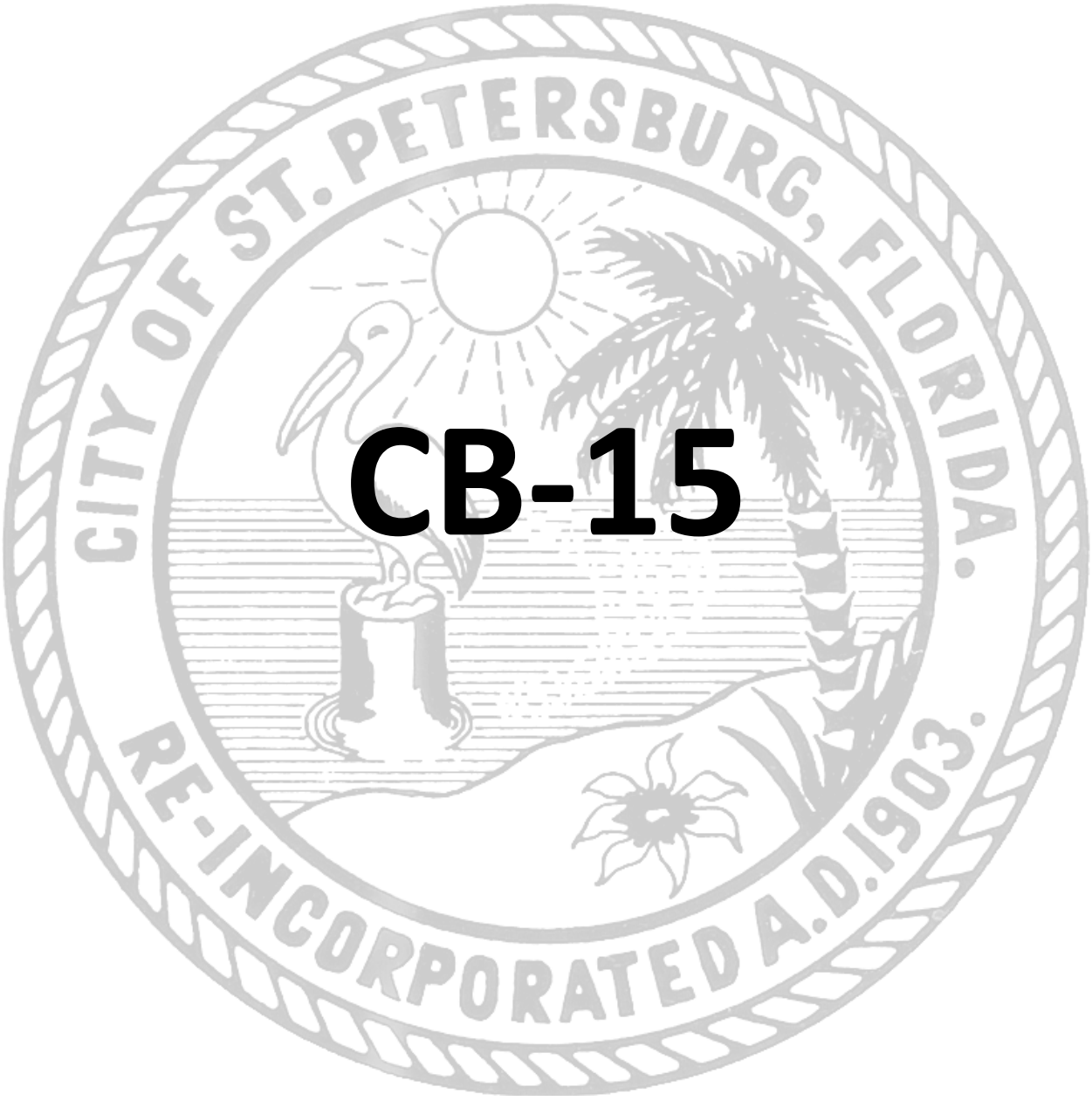
APPROVED:



Legal Department

Department

The following page(s) contain the backup material for Agenda Item: A resolution approving funding in an amount not to exceed $148,633 for the Society of St. Vincent de Paul, South Pinellas, Inc. to operate the St. Vincent de Paul Care Center for the period commencing October 1, 2024 and ending September 30, 2025; authorizing the Mayor or his designee to execute the City's form grant agreement and all other documents necessary to effectuate this transaction; and providing an effective date.
Please scroll down to view the backup material.



CB-15

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of September 5, 2024

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

SUBJECT: A resolution approving funding in an amount not to exceed $148,633 for the Society of St. Vincent de Paul, South Pinellas, Inc. to operate the St. Vincent de Paul CARE Center for the period commencing October 1, 2024 and ending September 30, 2025; authorizing the Mayor or his designee to execute the City's form grant agreement and all other documents necessary to effectuate this transaction; and providing an effective date.

EXPLANATION: The City has expressed a desire to utilize a portion of its available funds to assist organizations that provide community services with Pinellas County to assist persons who may be experiencing homelessness. The Society of St. Vincent de Paul South Pinellas, Inc. ("Agency") is a voluntary, non-profit corporation which is open to the public and dedicated to a valid public purpose. This resolution authorizes funding in the amount of $148,633 for the St. Vincent de Paul CARE Center for the period of October 1, 2024 through September 30, 2025. The St. Vincent de Paul CARE Center is a 24/7 program that includes a housing-focused night shelter and a day services program that provides case management, showers, restrooms, computers, clothing, assistance in applying for benefits, and other supportive services to assist persons who are homeless in working towards self-sufficiency.

To effectively serve the needs of their clients, and to minimize impact on the surrounding neighborhood, the total number of people served by the CARE Center is limited to a maximum of 85 people. Preference is given to persons who are most vulnerable (e.g., age, health and disability). Guests who wish to utilize the night shelter and the day services program must register and agree to the following terms:

- Completion of a VI-SPDAT assessment (Vulnerability Index/Service Prioritization Decision Assistance Tool) to determine their level of vulnerability and assess their health, social and housing needs. The results of the VI-SPDAT are utilized by the Pinellas Homeless Leadership Alliance Coordinated Entry System to determine risk, prioritization for services, and the most appropriate housing intervention.
- Work with a CARE Center Navigator on developing an individualized plan to achieve self-sufficiency/permanent housing. CARE Center clients will meet with a staff member minimally on a monthly basis to provide their progress in achieving housing stability and self-sufficiency.

The $148,633 in funding for FY 2025 will be utilized by the Agency for salaries/fringe benefits and operational costs of the program.

COST/FUNDING/ASSESSMENT INFORMATION: Funding has been previously appropriated in the General Fund (0001), Housing and Community Development Department, Veterans, Social and Homeless Services Division (082-2327).

ATTACHMENT: Resolution

APPROVALS: _____ _____

Administrative Budget

RESOLUTION NO. ___

A RESOLUTION APPROVING FUNDING IN AN AMOUNT NOT TO EXCEED $148,633 FOR THE SOCIETY OF ST. VINCENT DE PAUL, SOUTH PINELLAS, INC. TO OPERATE THE ST. VINCENT DE PAUL CARE CENTER FOR THE PERIOD COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CITY'S FORM GRANT AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to utilize a portion of its available funds to assist organizations that provide community services within Pinellas County; and

WHEREAS, the Society of St. Vincent de Paul, South Pinellas, Inc. is a voluntary, non-profit corporation which is open to the public and dedicated to a valid public purpose; and

WHEREAS, the St. Vincent de Paul CARE Center ("CARE Center") is a 24/7 program that provides night shelter for up to 85 people per night, and a day services program that provides case management, restrooms and showers, and supportive services to assist persons who are homeless in achieving self-sufficiency; and

WHEREAS, the City has previously supported the CARE Center and desires to continue supporting the CARE Center; and

WHEREAS, funding in the amount of $148,633 for the CARE Center is available in the Fiscal Year 2025 Housing and Community Development Department, Veterans, Social and Homeless Services Division budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that funding in an amount not to exceed $148,633 for the Society of St. Vincent de Paul, South Pinellas, Inc. to operate the St. Vincent de Paul CARE Center for the period commencing October 1, 2024, and ending September 30, 2025, is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the City's form grant agreement and all other documents necessary to effectuate this transaction.

This resolution shall become effective immediately upon its adoption.

LEGAL: DEPARTMENT:

The following page(s) contain the backup material for Agenda Item: A resolution approving the 2024 South Pasadena Fire Control District Fire Protection Services Agreement (“2024 Agreement”); authorizing the Mayor or his designee to execute the 2024 Agreement; and providing an effective date.
Please scroll down to view the backup material.

CB-16

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of September 5, 2024

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

SUBJECT: A resolution approving the 2024 South Pasadena Fire Control District Fire Protection Services Agreement; authorizing the Mayor or his designee to execute the 2024 Agreement; and providing for an effective date.

EXPLANATION: On September 6, 2012, the City of St. Petersburg (the "City") and Pinellas County (the "County"), on behalf of the South Pasadena Fire Control District, entered into the 2012 South Pasadena Fire Control District Fire Protection Services Agreement for the provision of fire protection services for the South Pasadena Fire Control District for a five-year term beginning on October 1, 2012 and ending on September 30, 2017. The First Amendment extended the Agreement for the additional five-year term beginning on October 1, 2017 and continuing through September 30, 2022.

In 2022, the City and the County entered into the 2022 South Pasadena Fire Control District Fire Protection Services Agreement ("2022 Agreement") to continue to provide fire protection services in the South Pasadena Fire Control District for two (2) years, and allowing for one (1) five (5) year extension.

In 2024, the City and the County entered into negotiations for funding, requirements for the provision and maintenance of a countywide Traffic Preemption System, and requirements for accessibility to the Regional 9-1-1- Center CAD system.

Rather than extending the existing 2022 Agreement, a new agreement titled "2024 South Pasadena Fire Control District Fire Protection Services Agreement (the "2024 Agreement") was negotiated to take the place of the 2022 Agreement. The proposed term of the 2024 Agreement is five (5) years with one (1) five (5) year extension. The 2024 Agreement obligates the County to provide funding for the reasonable and customary costs associated with the provision of fire protection services in the South Pasadena Fire Control District, with the City to be compensated $120,000 in FY24/25, $130,000 in FY25/26, $140,000 in FY26/27, $150,000 in FY27/28, and $160,000 in FY28/29.

RECOMMENDATION: Administration recommends the approval of the 2024 South Pasadena Fire Control District Fire Protection Services Agreement; authorizing the Mayor or his designee to execute the 2024 South Pasadena Fire Control District Fire Protection Services Agreement; and providing for an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Revenues received will be deposited into the General Fund (0001). Funding for the first year of the contract will be available in the General Fund (0001), Fire Rescue Department, Fire Suppression Division (150-1497) after the adoption of the FY 2025 Budget by City Council. Funding for the additional years of the contract will be provided for in future budgets subject to City Council approval.

ATTACHMENTS: 2024 South Pasadena Fire Control District Fire Protection Services Agreement
Resolution

APPROVALS:

Administration: Robert P Bassett Digitally signed by Robert P Bassett DN: DC=org, DC=stpete, OU=CSP, OU=Fire, OU=Users, OU=Operations, CN=Robert P Bassett, E=Robert.Bassett@stpete.org Reason: I am the author of this document Location: Date: 2024.08.23 08:27:15-04'00' Foxit PDF Reader Version: 2024.2.3

Budget: Kaitlyn S. Berger Digitally signed by Kaitlyn S. Berger Date: 2024.08.23 07:50:37 -04'00'

00763385

Resolution No. 2024 - _____

A RESOLUTION APPROVING THE 2024 SOUTH PASADENA FIRE CONTROL DISTRICT FIRE PROTECTION SERVICES AGREEMENT ("2024 AGREEMENT"); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE 2024 AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 6, 2012, the City of St. Petersburg (the "City") and Pinellas County (the "County), on behalf of the South Pasadena Fire Control District, entered into the 2012 South Pasadena Fire Control District Fire Protection Services Agreement (the "2012 Agreement") for the provision of fire protection services for the South Pasadena Fire Control District, and the 2012 Agreement was extended for an additional five-year term through September 30, 2022; and

WHEREAS, in 2022, the City and the County entered into the 2022 South Pasadena Fire Control District Fire Protection Services Agreement ("2022 Agreement") to continue to provide fire protection services in the South Pasadena Fire Control District for two (2) years; and

WHEREAS, the 2024 Agreement allows for the City to continue to provide fire protection services for the South Pasadena Fire Control District for a five-year term beginning on October 1, 2024, and ending on September 30, 2029, and allows for one (1) five (5) year extension, with the City to be compensated $120,000 in FY24/25, $130,000 in FY25/26, $140,000 in FY26/27, $150,000 in FY27/28, and $160,000 in FY28/29.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the 2024 South Pasadena Fire Control District Fire Protection Services Agreement between the City and the County is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the 2024 South Pasadena Fire Control District Fire Protection Services Agreement between the City and County.

This resolution shall become effective immediately upon its adoption.

Approvals:

Legal: Jane E. Wallace Digitally signed by Jane E. Wallace Date: 2024.08.22 19:51:09 -04'00'

Administration: Robert P Bassett Digitally signed by Robert P Bassett DN: DC=org, DC=stpete, OU=CSP, OU=Fire, OU=Users, OU=Operations, CN=Robert P Bassett, E=Robert.Bassett@stpete.org Reason: I am the author of this document Location: Date: 2024.08.23 08:27:34-04'00' Foxit PDF Reader Version: 2024.2.3

00763384

2024

FIRE PROTECTION SERVICES AGREEMENT

CITY OF ST. PETERSBURG

FOR

SOUTH PASADENA FIRE DISTRICT

PINELLAS COUNTY
Board of County Commissioners
12490 Ulmerton Road
Largo, FL 33774

FIRE PROTECTION SERVICES AGREEMENT

AGREEMENT made this _____ day of _____, 2024, between the CITY OF ST. PETERSBURG, a Florida municipal corporation ("Contractor"), and PINELLAS COUNTY ("County"), by and through its Board of County Commissioners, ("Board").

RECITALS:

1. The Board has determined that a coordinated Fire Protection Services County-wide system with centralized communications, standardized operating procedures, and automatic aid is in the best interest of the public's life safety, protection of property and firefighters' safety and welfare.

2. Pursuant to County Resolution 92-355 and the subsequent referendum election thereon, the Board created the South Pasadena Fire Control District to provide fire protection and suppression services to the District.

3. The Board is authorized to enter into agreements for fire protection services, and Contractor wishes and is able to provide Fire Protection Services (as defined herein).

4. The Board will compensate Contractor for providing Fire Protection Services (as defined herein).

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions herein set forth to be kept and performed by and between the Parties hereto, it is agreed as follows:

ARTICLE I
THE AGREEMENT

SECTION 101. PURPOSE. The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto with respect to the provision of Fire Protection Services in the unincorporated areas of the County.

SECTION 102. COOPERATION. The Parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement. Accordingly, the Parties further agree in good faith to mutually undertake resolution of disputes, if any, in an equitable and timely manner so as to limit the need for costly and time-consuming adversarial proceedings to resolve such disputes.

SECTION 103. SCOPE OF SERVICES. The services performed under this Agreement include, but are not limited to, the following:

a. Respond with firefighting apparatus and personnel to the scene of a fire, life safety-related emergency, man-made or natural disaster, or public service request.
b. Take command and control of the emergency scene, contain any fire, and mitigate any hazards at a fire scene.
c. Investigate any fire within the Fire District to determine the cause and origin.
d. Inspect all commercial, industrial, and multi-family dwellings within the Fire District for compliance with the Florida Fire Prevention Code.
e. Conduct plan reviews, as requested by the County's Building and Development Review Services Department ("Building Department"), fire inspections, sprinkler tests, fire alarm tests, and final fire inspections within the Fire District, in accordance with the Florida Fire Prevention Code.
f. Conduct and maintain immediate access to fire pre-plan documents for all commercial, industrial, and multi-family dwellings within the Fire District. Provide education programs to the public in fire prevention, life safety, and disaster preparedness.
g. Upon notification by the 9-1-1 Center of an emergency request, Contractor shall provide Fire Protection Services in accordance with the Automatic Aid/Closest Unit Response Agreement. The Firefighting Apparatus and Unit(s), which are predetermined to be the closest to the emergency scene by the Run Cards, then in

effect shall be dispatched without regard to Fire District or jurisdictional boundaries.

h. Response times must meet the minimum standards as established in this Agreement.

i. The allotted Firefighting Apparatus must at all times be staffed with a minimum of three (3) Personnel to operate on all emergency and non-emergency calls. Apparatus staffing must include at least one firefighter that is trained and designated as a company officer.

j. Performance must be consistent with approved fire standards and compliant with the 600 Series Pinellas County Fire Departments Standard Operating Procedures.

k. Conduct of Personnel must be professional and courteous at all times. Crews must wear uniforms that clearly identify them as fire department employees.

l. The Contractor is responsible to ensure that equipment is maintained for optimal performance.

m. The Contractor shall require Personnel to gather and enter data into the electronic fire reporting system furnished by Pinellas County for every incident responded to by the Contractor. The Company Officer is responsible for ensuring the accuracy and completeness of such reports.

n. Upon notification of a State of Emergency within Pinellas County, Contractor will coordinate its firefighting resources with the County's Emergency Operations Center's corresponding emergency support function desk, given the nature of the event or disaster, and shall proceed in accordance with applicable plans and protocols.

Such services, contained herein, shall be provided in accordance with the terms and conditions of this Agreement. The specific terms and conditions of this Agreement shall govern and prevail over this Section 104.

ARTICLE II
DEFINITIONS

SECTION 201. WORDS AND TERMS. Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

"Adopted Budget" means Contractor's legislatively or officially adopted budget for the Fiscal Year, in accordance with Section 409.

"Annual External Audit" means the audit conducted by a certified public accounting firm retained by Contractor to state the income, expenditures, and fund balances for the prior Fiscal Year. The Annual External Audit shall include a summary report prepared by Contractor on forms provided by the County and be attested to by Contractor's auditor.

"Authority" means the Pinellas County Fire Protection Authority, a municipal services taxing unit established by Chapter 73-600, Laws of Florida, as amended.

"Automatic Aid/Closest Unit Response Agreement" means the agreement by and between every political subdivision and Fire Control District within Pinellas County dated October 16, 1990.

"Budget Request" means the budget request submitted by Contractor, in accordance with Section 409.

"CAD" means computer-aided dispatch.

"Caller" means a person accessing the response system by telephone.

"Contract Year" means, for any given year, the period commencing on October 1 and ending at midnight on September 30 of the following year.

"County" means Pinellas County, Florida, a political subdivision of the State of Florida.

"Disaster" means an occurrence of a severity and magnitude that normally or potentially could result in death, injuries, and/or property damage and that cannot be managed through routine procedures and resources of the Fire Protection System.

"Emergency Request" means a request for emergency services received directly at the 9-1-1 Center.

"Emergency Response" means, for the purposes of measuring response time compliance in Section 402, the act of responding to a request for services in which Contractor determined that emergency lights and sirens will be used.

"Fire District" where capitalized means the unincorporated area of the Fire Control District(s) designated by Board pursuant to the Special Act and shown on Appendix D attached hereto and

made a part hereof. Where such term is not capitalized, the term shall mean the entirety of the incorporated and unincorporated portions of the Fire Control District.

"Fire Equipment" means the equipment and tools necessary to equip and operate Firefighting Apparatus in accordance with the NFPA guidelines.

"Firefighter" means an individual, trained and certified in accordance with Chapter 633, Florida Statutes, as applicable, that functions as a firefighter, fire officer, or command officer employed by Contractor.

"Firefighting Apparatus" means emergency vehicles provided by Contractor, which are constructed and equipped to meet or exceed NFPA 1901 requirements for an emergency pumping vehicle. Such vehicles are used for rapid response to an emergency scene and the suppression and containment of a fire or other hazard. Firefighting Apparatus may include, but not be limited to, engines, ladder trucks, or squads, which meet the above requirements.

"Fire Protection Services" means the response of Firefighting Apparatus, Units, and Personnel to the scene of a fire, life safety emergency, man-made or natural disaster, or public service request. Fire Protection Services include the command and control of the emergency scene, the containment of any fire, and the mitigation of any hazards, and may include Specialized Rescue. Related services include fire and arson investigation, fire inspections and code enforcement and public education.

"Fire Protection System" means the network of organizations, including, but not limited to, the Board, contractors, and other municipalities and special fire districts within Pinellas County, established to provide Fire Protection Services.

"Fire Prevention Code" means fire and life safety codes adopted by County and Contractor, in accordance with Chapter 62, Article III, of the Pinellas County Code.

"Fire Station" means any facility, designated by Contractor, which houses the Firefighting Apparatus, Units, and Personnel required to provide Fire Protection Services. The proposed locations of new fire stations, which may be used to service the unincorporated areas of the districts, will be reviewed for appropriate service area coverage by the County and, to be eligible to receive any County funding for such fire station construction, must be approved by the County.

"First Due Firefighting Apparatus" means Contractor's Firefighting Apparatus, within Contractor's primary response area, predetermined to be the nearest to the emergency, in accordance with Section 407 hereof.

"Fiscal Year" means the year commencing on October 1 of any given year and ending on September 30 of the immediately following year.

"Force Majeure" means any act, event, or condition other than a labor strike, work stoppage, or slowdown that has had, or may reasonably be expected to have, a direct material adverse effect on the rights or obligations of either Party under this Agreement, if such act, event, or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation, or complying with any condition required, of such Party under this Agreement, and is not the result of willful or negligent action or a lack of reasonable diligence of the Party relying thereon. Such acts or events may include, but shall not be limited to, an act of God, epidemic, landslide, or similar occurrence, an act of the public enemy, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance, or similar occurrence.

"NFPA" is Contractor's currently adopted National Fire Protection Association guidelines for Personnel, Equipment, Firefighting Apparatus and Units, as may be amended.

"Party" or "Parties" means either the County or Contractor, or both, as the context of the usage of such term may require.

"Personnel" means individuals trained and certified in accordance with Chapter 633, Florida Statutes, as applicable, who function as firefighters, fire officers, fire inspectors, arson investigators, and command officers employed by Contractor.

"9-1-1 Center" means the 9-1-1 Regional Communications Center operated and maintained by the County for the purpose of receiving 9-1-1 calls from citizens.

"Response" means the act of responding to a request for services, which act begins when Contractor's Firefighting Apparatus or Unit(s) is notified of an Emergency Request.

"Response Time" means the period of time commencing when a Firefighting Apparatus or Unit is dispatched to an emergency and ending when it arrives on the scene of the incident.

"Run Cards" means the 9-1-1 Center's computer-aided dispatch software database that recommends, based upon the call location, the closest or most appropriate Firefighting Apparatus and/or Units to respond to the Emergency Request. The Run Cards will be based upon a predetermined listing of Firefighting Apparatus and Units which Contractor determined to be the closest by travel time or in the most appropriate order.

"Special Act" means Chapter 73-600, Laws of Florida, Chapter 80-590; Laws of Florida (the Pinellas County Home Rule Charter), approved on October 7, 1980; and Chapter 62, Article II, of the Pinellas County Code.

"Special Events" means non-emergency events, such as sporting events, parades, festivals, and

other group or mass gatherings, which may require Fire Protection Services.

"Specialized Rescue Services" means additional services provided by some Contractors, which may include, but are not limited to, vehicle extrication, heavy rescue, hazardous materials first response, hazardous materials mitigation, high-angle and below-grade technical rescue, marine rescue, dive rescue, and the mitigation of any other situation which presents an actual or potential danger to life or property.

"Standard Practices" means the actions and practices of Contractor in providing Fire Protection Services, all applicable rules and regulations, the laws of the State of Florida, applicable federal laws and regulations, including state and federal Occupational Safety Health Acts, and the NFPA guidelines

"State" means the State of Florida.

"State of Emergency" means a Disaster declared by a proclamation of the Federal Government, the State, the County, or a municipality within the County.

"Traffic Preemption System" means a comprehensive system, to include all required equipment, provided by the Authority that overrides the normal operation of traffic signals during the emergency response of an ALS First Responder Unit to reduce Emergency Response times and increase safety.

"Uncontrollable Circumstance" means a Force Majeure, a State of Emergency, or during situations in which the County Dispatch System and/or the Fire Protection System is not operating under normal response conditions.

"Unexpended Funds" means compensation provided to Contractor in the prior Fiscal Year that was not expended in the provision of Fire Protection Services. This amount is reported in the annual external audit.

"Unit(s)" means emergency vehicles provided by Contractor which are constructed and equipped, as applicable, and are used for rapid response to an emergency scene which do not meet the NFPA 1901 pumping guidelines. Units may include, but not be limited to, ladder trucks, squads, reserve pumpers, brush trucks, water tankers, Specialized Rescue Services units, and command or staff vehicles.

SECTION 202. TERMS GENERALLY. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neutral forms. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation," except as the context may otherwise require. The words "agree," "agreement," "approval," and "consent" shall

be deemed to be followed by the phrase "which shall not be unreasonably withheld or unduly delayed," except as the context may otherwise require.

ARTICLE III
RESERVED

ARTICLE IV
DUTIES AND RESPONSIBILITIES OF CONTRACTOR

SECTION 401. FIREFIGHTING APPARATUS AND EQUIPMENT.

(a) Obligation to Provide Firefighting Apparatus and Units. At all times during the term of this Agreement, Contractor shall provide the Firefighting Apparatus and Units necessary to provide all Fire Protection Services. Contractor reserves the right to select and acquire Firefighting Apparatus and Units used in the performance of this Agreement.

(b) Maintenance of Vehicles and Fuel. Contractor shall be responsible for routine maintenance and repair of all Firefighting Apparatus and Units, and for furnishing maintenance, equipment, supplies, repairs, spare parts, replacement vehicles, and fuel. Contractor shall maintain Apparatus and Units in safe and proper working order.

(c) Staffing of Vehicles. Firefighting Apparatus, utilized for fire suppression, shall be continuously staffed with a minimum of three (3) Firefighters.

(d) Fire Equipment. Contractor shall furnish and maintain all Fire Equipment required to meet the terms of this Agreement. Contractor shall support efforts toward equipment compatibility and general standardization.

(e) Communications Equipment. Contractor shall furnish and maintain all communications equipment, including, but not limited to, station radios and encoders, mobile radios, portable radios, pagers, and cellular phones, as Contractor deems appropriate.

(f) Command Officers. In addition to the Personnel provided in (c) above, Contractor will provide its own or, through the use of automatic aid, command officers to respond to incidents within the Fire District.

(g) Standard of Cover. Provide for each type of response the same or greater level of service in the unincorporated area as Contractor provides for residents and properties of the incorporated portion of the Fire District

SECTION 402. RESPONSE TIME.

(a) Emergency Requests.

Response Time to not less than ninety percent (90%) of all Emergency Responses which are (1) categorized as a structure fire or a fire alarm; (2) within Contractor's Fire District; and (3) for which Contractor's Firefighting Apparatus is predetermined, in accordance with Section 407, to be the First Due Firefighting Apparatus, shall be within seven (7) minutes and thirty (30) seconds or less.

(b) Exemptions.

(1) The Response Time requirements in subsection (a) shall not be applicable to Emergency Responses which occur during periods of Uncontrollable Circumstances, provided, however, that Contractor shall document said conditions and shall apply for this exception as provided for in subparagraph two (2) and three (3) below.

(2) Remote areas such as offshore, Caladesi Island, Courtney Campbell Causeway, Fort Desoto Park, Gandy Bridge, Howard Frankland Bridge and the Sunshine Skyway Bridge or any other area where County finds the Response Time standards should be waived based upon the response distance and/or low volume of calls. Contractors may request that other areas be excluded from the Response Time standards for good cause. Any such waiver may be granted by County.

(3) Should Contractor experience an Uncontrollable Circumstance, Contractor shall, as a condition precedent to the right to claim an Uncontrollable Circumstance, notify the County within three (3) business days of when Contractor becomes aware of the Uncontrollable Circumstance.

(4) Downgraded calls which occur, based on additional information such as from 9-1-1 Center or first Unit arrival, will be excluded from determining Response Time performance.

(5) The exemptions provided for in this subsection (b) are exhaustive and no other cause of poor Response Time performance shall be allowed as exemption to these Response Time requirements and reporting provisions.

SECTION 403. CONTINUING EDUCATION AND TRAINING. Subject to annual budget availability, Contractor shall make available the necessary continuing education and training for maintaining the skill, competency, and required certifications for all Personnel, as required by federal, state, or local regulation. County and Contractor shall work collaboratively with other Contractors, St. Petersburg College and other stakeholders to assess the needs for regionalized fire training facilities to maximize operational and financial efficiency. County and Contractor shall seek funding sources and partnerships to develop and maintain regional fire training facilities.

SECTION 404. STANDARD PRACTICES.

(a) Standard Practices. Contractor shall ensure that its policies and standard operating procedures and actions are consistent with those countywide standard operating procedures approved by the Pinellas County Fire Chiefs Association at all times and shall correct any deviations.

(b) Ride-Alongs. Contractor may allow the County or its representative, in the performance of their duties, to ride in Contractor's Firefighting Apparatus or Units during responses to Emergency Requests. Such representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor's employees in the performance of their duties, and shall at all times be respectful of Contractor's employee/employer relationship. The County, or its representatives, shall provide proof of employment, proof of workers' compensation insurance, and complete any waiver or release forms which may be required by Contractor prior to riding in Contractor's Apparatus or Units. Such ride-alongs shall be scheduled or prearranged with Contractor.

(c) Special Events. In the event Contractor is called to provide Fire Protection Services at a Special Event in its Fire District, Contractor shall be governed by the terms and conditions of this Agreement, and such periods of time shall not be excluded as an Uncontrollable Circumstance.

SECTION 405. PERSONNEL.

(a) Training and Qualifications. All individuals employed by Contractor in the performance of work under this Agreement shall be trained and qualified at a level consistent

with Chapter 633, Florida Statutes, as required to perform the work the individuals are to perform and shall hold appropriate certificates as required by state law.

(b) **Standard of Conduct.** Contractor's Personnel shall conduct themselves in a professional and courteous manner at all times. Contractor shall address and correct any departures from its standard of conduct.

(c) **Working Conditions**. Contractor shall ensure that it is in compliance with all applicable state and federal laws and regulations regarding labor conditions, workplace and working conditions, and environmental safety requirements.

SECTION 406. DISASTER ASSISTANCE AND MUTUAL AID.

(a) **Disaster Assistance within Pinellas County.** Immediately upon notification by either Party of a State of Emergency within Pinellas County, Contractor shall commit such resources as are necessary and appropriate, given the nature of the Disaster, and shall proceed in accordance with applicable plans and protocols. During or prior to an impending local or area- wide Disaster, the Contractor may withdraw that jurisdiction's responses from the Run Card system and retain control locally of all responses of that agency's emergency units. Normal operation will be resumed by the 9-1-1 Center upon notification by the Contractor. During such periods, Contractor shall be released from the requirements of Section 402. When Disaster assistance has been terminated, Contractor shall notify the County that Contractor is able to resume normal operations.

(b) **Disaster Assistance Outside of Pinellas County.** If Contractor provides Disaster assistance response outside of Pinellas County, it shall be provided in a manner which does not jeopardize Contractor's ability to render reliable services under this Agreement.

(c) **Mutual Aid.** Normal (non-disaster related) mutual aid responses outside of Pinellas County, rendered by Contractor, shall be performed in accordance with the terms and conditions of this Agreement.

SECTION 407. AUTOMATIC AID/CLOSEST UNIT RESPONSE. Upon notification by the 9-1-1 Center of an Emergency Request, Contractor shall provide Fire Protection Services in accordance with the Automatic Aid/Closest Unit Response Agreement. The Apparatus and Unit(s) which are predetermined to be the closest to the emergency scene by the Run Cards shall be dispatched without regard to Fire District or jurisdictional boundaries. Contractor's

authorized representatives will periodically, or at the request of the County, update their Run Cards to ensure their accuracy and coordinate any changes with any other affected contractors. The County, with the consent of Contractor, may update and manage the applicable Run Cards.

SECTION 408. FIRE REPORTING SYSTEM. Contractor shall gather and enter data into the countywide electronic fire reporting system provided by the County for every fire incident responded to by Contractor's Personnel. Design, procurement, operating costs of this information system shall be the responsibility of the County.

The database of the electronic fire reporting system shall be fully comprehensive, including complete and integrated information on all Fire Protection System activities. Contractor shall require its Personnel to comply with the completion of all fire incident reports and data entry requirements to ensure the accuracy and completeness of such reports, as approved and periodically revised, by Contractor and the County. The Contractor and County agree that procedures used to operate the electronic fire reporting system shall not be unduly burdensome.

Contractor shall have unlimited access, regardless of storage location or medium, to electronic fire reports generated by Contractor's Personnel and all dispatch-related data in a mutually agreeable format.

SECTION 410. FIRE INVESTIGATION. Contractor shall investigate all fires within its Fire District to determine the cause and origin. The investigation of all fires determined to be of a suspicious nature shall be coordinated with the appropriate law enforcement agency and other regulatory or investigative agencies, as applicable.

SECTION 411. FIRE PREVENTION AND CODE ENFORCEMENT.

(a) Fire Inspections. Contractor shall conduct periodic fire inspections of all commercial, industrial, and multi-family dwellings in the Fire District, in accordance with the Fire Prevention Code. Contractor shall ensure that water flow testing, fire alarm testing, and other related services or inspections are conducted, as necessary. Any fees charged by the Contractor for fire inspections shall not exceed those fees charged within the Contractor's

municipal area. The County is not responsible for any payments associated with fire inspections.

(b) Plan Review and Final Fire Inspections. Contractor shall conduct plan reviews, fire inspections, sprinkler tests, fire alarm tests, final fire inspections, and other related services in the unincorporated area of the Fire District, in accordance with the Fire Prevention Code. County shall make building plans available to the Contractor for pickup and review. Final inspections shall be on the date and time agreed to by the building contractor, Contractor's Fire Department, and County's Building Department. Any fees charged by the Contractor for plan reviews, and final fire inspections shall not exceed those fees charged within the Contractor's municipal area. The County is not responsible for any payments associated with plan reviews and final fire inspections.

(c) Code Enforcement Standards. Contractor shall interpret and enforce the Florida Fire Prevention Code in the Fire District, consistent with the interpretations of any prevailing regulatory authority. Contractor shall interpret and enforce only the Florida Fire Prevention Code and shall not interpret or enforce any building codes in the unincorporated area, except as they relate to fire or life safety issues.

(d) Complaint Resolution. Any complaints received by Board or County from builders, contractors, property owners, or citizens relating to plan reviews, fire inspections, sprinkler tests, fire alarm tests, final fire inspection and other related services in the unincorporated area of the Fire District, will be forwarded to Contractor for investigation. Contractor will forward to the County a detailed report concerning the incident and outline any appropriate remedial action taken. The County reserves the right to investigate all complaints and to recommend remedial actions.

(e) Property Identification. Contractor shall, as manpower permits, enforce Chapter 170, Article I, Section 4, of the Pinellas County Code in the Contractor's Fire District(s) which relates to the requirements for property identification. Contractor shall enforce the code, at a minimum, for all commercial structures and multi-family dwellings.

SECTION 412. SPECIALIZED RESCUE SERVICES. Contractor may provide Specialized Rescue Services which include, but are not limited to, vehicle extrication, heavy rescue, hazardous materials first response, hazardous materials mitigation, high angle and below grade technical rescue, marine rescue, dive rescue, and the mitigation of any other situation which presents a danger to public safety, life, or property.

SECTION 413 CRIMINAL JUSTICE INFORMATION SERVICES (CJIS). Contractor shall ensure all personnel that have access to the Regional 9-1-1 Center CAD system meet the requirements of such access as established by the Authority in cooperation with the Contractor, including requirements established by the Florida Department of Law Enforcement (FDLE) where applicable.

ARTICLE V
DUTIES AND RESPONSIBILITIES OF COUNTY

SECTION 501. COUNTY ROLE AS THE FIRE PROTECTIONAUTHORITY. The Authority was established to implement a permanent plan of fire protection for the County and each of its municipalities, including, but not limited to, determining minimum service levels, uniform standards for fire hydrants, implement County-wide reciprocal, mutual, or outside assistance programs, and to cause to be provided Fire Protection Services throughout Pinellas County. Since 1973, the sophistication and utilization of the entire emergency services system has increased dramatically. In keeping with the spirit of the Special Act, the County coordinates and facilitates advancements in policies, standards, technology, and special projects to enhance and improve the Fire Protection System. The County shall not interfere with the dally operations of Contractor in providing Fire Protection Services. The County shall perform all functions as indicated, pursuant to Pinellas County Home Rule Charter, Chapter 62, Article II, of the Pinellas County Code, and the Pinellas County Charter.

SECTION 502. AUDIT AND INSPECTION. Representatives of the County may observe Contractor's operations at any time during normal business hours, and as often as may reasonably be deemed necessary. Contractor shall make available to County for its examination its records with respect to all matters covered by this Agreement, and County may audit, examine, copy, and make excerpts or transcripts from such records, and may make audits of all contracts, invoices, materials, payrolls, inventory records, records of personnel, dally logs, conditions or employment, and other data related to all matters covered by this Agreement. County's right to observe and inspect operations or records in Contractor's business office shall, however, be restricted to normal business hours, and reasonable notification shall be given Contractor in advance of any such visit. Records relating to contract activities shall be retained for three (3) years from final payment in each year. County shall pay any reasonable costs for copying any materials requested.

SECTION 503. COMMUNICATIONS INFRASTRUCTURE. County shall furnish and maintain, at

no cost to Contractor, the communications infrastructure which shall include emergency (9-1-1) and non-emergency telephone access, dispatch communication services, the public safety radio system, and the Computer-Aided Dispatch (CAD) and fire reporting computer system.

SECTION 504.TRAFFIC PREEMPTION SYSTEM. Authority shall provide and maintain a countywide Traffic Preemption System in cooperation with the County and municipal traffic control systems. Traffic Preemption System equipment shall be provided for all frontline Authority Funded and Contractor Funded ALS First Responder Units. The Authority shall also provide Traffic Preemption System equipment for reserve ALS First Responder Units through a phased implementation subject to available funding. Authority shall be responsible for maintaining such equipment and replacing it at the end of a reasonable useful life, as determined by the Authority.

ARTICLE VI
INSURANCE

SECTION 601. MINIMUM INSURANCE REQUIREMENTS. Contractor shall be self-insured or shall pay for and maintain at least the following insurance coverage and limits as listed below. Insurance coverage and limits shall be evidenced by delivery to the Board of: a certificate of insurance executed by the insurer(s) listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the Board, and listing all carriers issuing said policies; and a certified copy of each policy, including all endorsements. Where applicable, Contractor shall submit to Board a letter from Contractor's Risk Manager stating that Contractor is self-insured, or the amount of insurance per claim and per occurrence, any gap and the amount of excess insurance up to its coverage. Notwithstanding anything to the contrary contained in this Agreement, Contractor does not waive any immunity or limitation of liability it may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The following insurance requirements shall remain in effect throughout the term of this Agreement (unless Contractor is self-insured, in which case Contractor shall not be required to comply with the following insurance requirements) :

(a) Provide Workers' Compensation insurance as required by Florida Law.

(b) Provide commercial general liability, employers' liability, and commercial vehicle liability insurance that reflects the limits of liability for governmental entities in accordance with Section 768.28, F.S., should the State Legislature change these limits,

coverage consistent with law shall be obtained.

(c) Professional Liability Insurance, including errors and omissions, with minimum limits of $1,000,000 per occurrence; if occurrence form is available; or claims-made form with "tail coverage" extending three (3) years beyond the ending date of this Agreement. In lieu of "tail coverage," the Contractor may submit annually to the Board a current certificate of insurance proving claims-made insurance remains in force throughout the same three (3) year period. This coverage is subject to statutory and regulatory requirements of Federal, State or local law.

(d) Personal and/or Bodily Injury, including death and property damage liability insurance with minimum limits of $1,000,000 Combined Single Limit insurance in excess of all primary coverage

(a) **SECTION 602. ADDITIONAL INSURANCE REQUIREMENTS.** To the extent that Contractor maintains insurance policies rather than being self-insured, each insurance policy shall include the following conditions by endorsement to the policy:

(b) Each policy shall require that forty-five (45) days prior to expiration, cancellation, non-renewal, or any material change in coverage or limits, a notice thereof shall be given to Board. Contractor shall also notify Board within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal, or material changes in coverage received by said Contractor from its insurer.

(c) Companies issuing the insurance policy, or policies, shall have no recourse against Board or County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(d) The Board shall be endorsed to the required policy or policies as an additional insured, exclusive of professional liability insurance. The additional insured clause covers the actions of the Contractor while providing services under the terms of this Agreement.

(e) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the Board or the County, to any such future coverage, or to County's Self- Insured Retention of whatever nature.

SECTION 603. LIABILITY. Contractor and Board agree to be fully responsible for their own acts of negligence or their respective agents' acts of negligence when acting within the scope of their employment and agree to be liable for any damages resulting from said negligence. Nothing

herein is intended to serve as a waiver of sovereign immunity or the limits of liability contained in Section 768.28, Florida Statutes, by the Contractor, County, or Board. Nothing herein shall be construed as consent by Contractor or Board to be sued by third parties in any manner arising out of this Agreement. Contractor is not liable for the causes of action arising out of the negligence of the Board, its employees or agents, or arising out of the negligence of any persons or entities contracted by, appointed by, or approved by the Board to provide services related to this Agreement (including, but not limited to, other Contractors). This Section 603 shall survive expiration or earlier termination of this Agreement.

ARTICLE VII
COMPENSATION AND OTHER FINANCIAL PROVISIONS

SECTION 701. COMPENSATION. As consideration for such Fire Protection Services, as described herein, the County shall pay Contractor annual compensation. Contractor shall be paid monthly in arrears and payments shall be (approximately) equal installments beginning November 2024 in accordance with the table below.

Fiscal Year	Annual Compensation
FY24-25	$120,000.00
FY25-26	$130,000.00
FY26-27	$140,000.00
FY27-28	$150,000.00
FY28-29	$160,000.00

SECTION 702. FUNDS TO BE USED SOLELY FOR FIRE PROTECTION SERVICES. Contractor recognizes that funds provided pursuant to the Agreement are derived from ad valorem taxes collected from MSTUs and must be dedicated solely to the provision of Fire Protection Services. Contractor, therefore, agrees that funding provided under this Agreement will be used strictly for the provision of the services described herein. Contractor shall not use funds for non-operating purposes, including, but not limited to, gifts, donations, goodwill, and travel expenses in excess of rates specified by applicable law, municipal policy, or Section 112.061, Florida Statutes.

SECTION 703. FISCAL NON-FUNDING. The funds to be used for services performed pursuant to this Agreement are subject to periodic appropriation of funds by County. If funds are not appropriated by County for any or all of this Agreement, County shall not be obligated to pay for any services performed under this Agreement beyond the portion for which funds are appropriated. Such failure of appropriation shall not constitute a breach of this Agreement.

County agrees to promptly notify Contractor in writing of such failure of appropriation, and this Agreement shall terminate on the last day of the fiscal period for which funds have been appropriated.

ARTICLE VIII
TERM AND TERMINATION

SECTION 801. TERM OF AGREEMENT. The initial term of this Agreement shall be for five (5) years, commencing October 1, 2024, and ending at midnight September 30, 2029, unless this Agreement is earlier terminated as provided for herein. This Agreement may be extended for an additional five (5) year period following the initial term, provided that the Parties mutually agree in writing to such extension which is subject to County and Contractor approval prior to July 1, 2029. References in this Agreement to "Term" shall include the initial term of this Agreement and all extensions thereof.

SECTION 802. TERMINATION AND DISPOSITION OF ASSETS.

(a) Termination by County. County may terminate this Agreement by serving upon Contractor a ninety (90) calendar day written notice of County's intention to terminate this Agreement however, shorter notice may be given if the County determines an emergency situation exists requiring such action.

Upon the effective date of termination of the Agreement, the County is not obligated to pay Contractor for Fire Protection Services, nor is Contractor obligated to provide Fire Protection Services, as defined in this Agreement.

(b) Termination by Contractor. Contractor may terminate this Agreement by giving to County ninety (90) calendar days' written notice of its intention to terminate.

ARTICLE IX
MISCELLANEOUS

SECTION 901. NON-DISCRIMINATION IN EMPLOYMENT. The Contractor will not discriminate against any applicant for employment because of age, race, color, religion, gender, sexual orientation, marital status, disability, genetic information, national origin, or any other protected category. Contractor agrees that applicants will be employed; and those employees are treated during employment, (e.g., layoff or termination, promotion, demotion, transfer, rates of pay and compensation, and selection for training, including apprenticeship), without regard to age, race, color, religion, gender, sexual orientation, marital status, disability, genetic information,

national origin or any other protected category. The Contractor will post in conspicuous places, available to all employees and applicants for employment, notices setting forth the

provisions of this non-discrimination clause.

SECTION 902. NOTICES. All notices, consents, and agreements required or permitted by this Agreement shall be in writing, and, as applicable, shall be transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt; postage prepaid, and shall be addressed as follows:

If to County: Pinellas County EMS & Fire Administration
12490 Ulmerton Road, Suite 134
Largo, Florida 33774

If to Contractor: City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731-2842
Attn: Mayor

SECTION 903. ENTIRE AND COMPLETE AGREEMENT. This Agreement, and all Appendices hereto, constitute the entire and complete Agreement of the Parties with respect to the services to be provided hereunder. This Agreement, unless provided herein to the contrary, may be modified only by written agreement duly executed by the Parties with the same formality as this Agreement.

SECTION 904. OTHER DOCUMENTS. Each Party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement.

SECTION 905. APPLICABLE LAW. The law of the State shall govern the validity, interpretation, construction, and performance of this Agreement.

SECTION 906. WAIVER. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof but such may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty, or covenant contained in this Agreement is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breech so waived and shall not be deemed

to waive any other breach under this Agreement.

SECTION 907. SEVERABILITY. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments , modifications, or supplements of or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, orotherwise affected by such action, remain in full force and effect.

SECTION 908. CONTRACTOR IS INDEPENDENT CONTRACTOR. The Parties agree that throughout the Term of this Agreement and during the performance of any obligations hereunder, Contractor is an independent contractor in all respects and shall not be the agent, servant, officer, or employee of the County.

SECTION 909. NO THIRD-PARTY BENEFICIARIES: ASSIGNMENT. This Agreement is not intended, nor shall it be construed, to inure to the benefit of any third person or entity not a party hereto, and no right, duty, or obligation of Contractor under this Agreement shall be assigned to any person, private association or corporation, not-for-profit corporation, or public body without the prior written consent of the County.

SECTION 910. HEADINGS. Captions and headings in this Agreement are for ease of reference and do not constitute a part of this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto, by and through their undersigned authorized officers, have caused this Agreement to be executed on this _____ day of _____ 2024.

ATTEST:
KENNETH BURKE, CLERK

_____
Deputy Clerk

PINELLAS COUNTY,
by and through its governing body, the Pinellas County Board of County Commissioners, sitting as the Fire Protection Authority

by: _____
Chairman

Countersigned:

CITY OF ST. PETERSBURG, FLORIDA

By:_____

Print:_____

Title:_____

Attest:

Approved as to Content and Form:

_____
City Clerk

_____
City Attorney (designee)

APPENDIX A
FUNDING METHODOLOGY PROFILE

Funding methodology is in accordance to fixed pricing established in Section 701 of this agreement.

APPENDIX B
FIRE PROTECTION SERVICE CONTRACTOR

City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731-2842
Attn: Mayor

APPENDIX C
SUPPLEMENTAL FINANCIAL INFORMATION

In accordance with Pinellas County Home Rule Charter and Chapter 62, Article II, of the Pinellas County Code and the Fire Services Agreement, funds provided by Pinellas County to Contractor can only be used In support of fire-related activities. Therefore, a proportional share of any unspent balance at the conclusion *of* a fiscal year are to be returned to Pinellas County where these funds will be retained in a discrete special revenue fund for the Fire District. Funds paid to the Contractor in excess of amounts actually expended shall be returned to the County within thirty (30) calendar days of the County's review and acceptance of the Contractor's annual external audit.

In accordance with Section 409(a), the following form will be provided to Pinellas County within twenty (20) days after receipt by the Contractor the year following the audited year together with the Financials.

To be Completed by Contractor

Contractor Name: _____
Person Completing Form _____
Phone Number _____
Fiscal Year:

Note: All references are only to the Fire District, and do not include any revenue or expenditures associated with EMS. State Law and County Code forbid the use of fire funds for EMS purposes or EMS funds for firefighting; i.e., fire funds cannot be used to purchase rescue units, attend EMS-related conferences or membership in EMS organizations or to pay salary and benefits of EMS personnel, etc. If the specific items are not documented in the audited financials, please compute the amount and place it on the form and attach documentation showing how the information was calculated citing information contained in the audited financials.

		Audit Page
1. Total Expenditures by Contractor		
2. Less: Other Revenues received by Contractor*		
4. Total Outlay by Contractor (1 less 2)	$ -	
1. Pinellas County Percentage of District**		
8. Total Pinellas County Share (8 times 4)	$ -	
10. Pinellas County paid to Contractor		
12. Total Due to Pinellas County (the District) (6 less 5)	$ -	
8. Fund Balance retained by Contractor		

**includes interest and other fire protection agreements revenue*
***to be provided by Pinellas County Fire Authority*

PLEASE INCLUDE A COY OF YOUR ANNUAL AUDIT AND ANY OTHER SUPPORTING DOCUMENTATION AS NEEDED

Signature _____ Date _____

Please return completed form to:

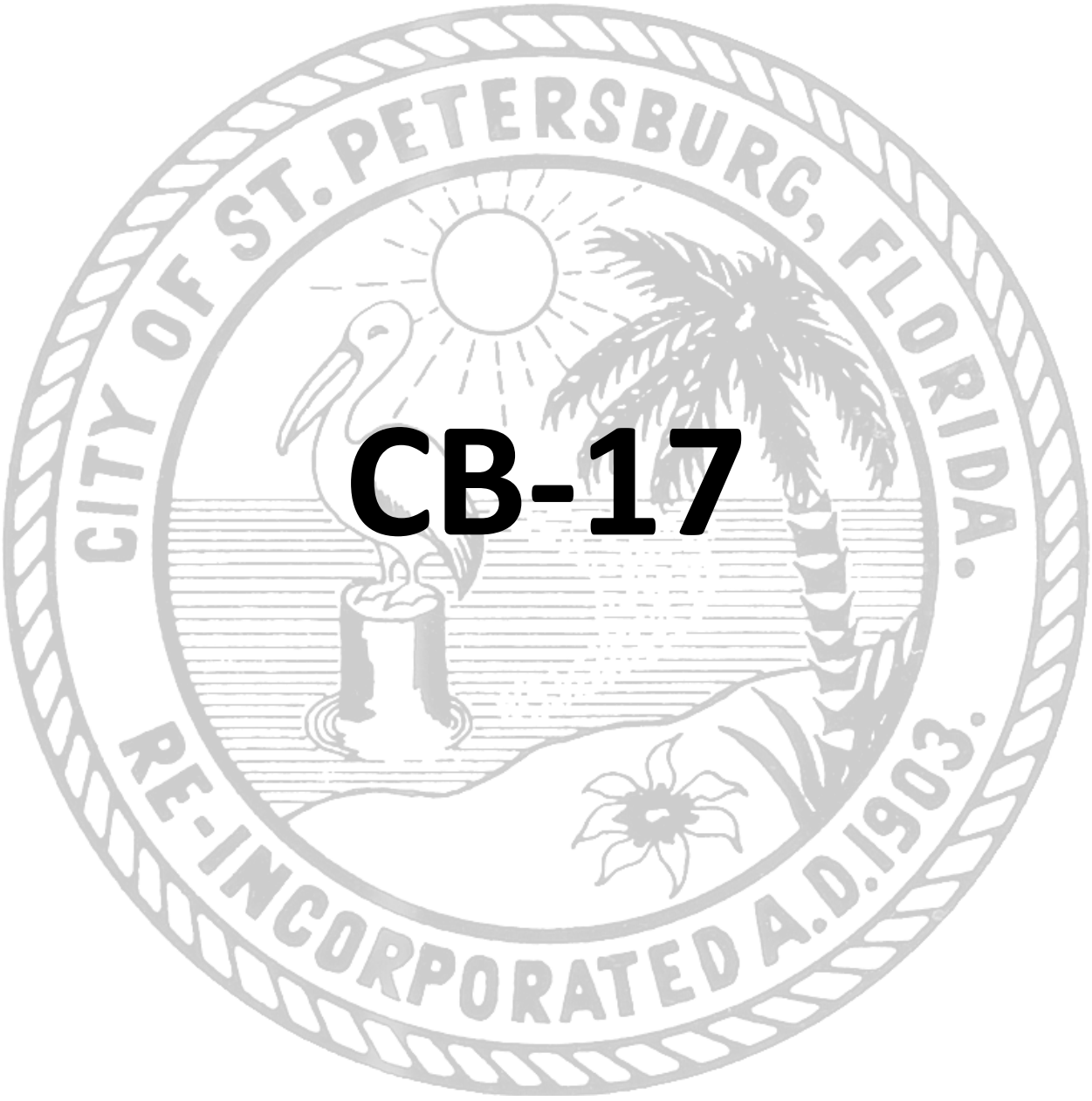
Pinellas County Safety & Emergency Services
Fire Administration
12490 Ulmerton Road
Largo, FL 33774

Or email to: _____ -Financial Operations Manager

APPENDIX D
FIRE CONTROL DISTRICTS

Fire Control District	Fire Service Contractor
Belleair Bluffs Fire Control District	City of Largo
Clearwater Fire Control District	City of Clearwater
Dunedin Fire Control District	City of Dunedin
Gandy Fire Control District	City of St. Petersburg
Highpoint Fire Control District (West)	City of Largo
Largo Fire Control District	City of Largo
Pinellas Park Fire Control District	City of Pinellas Park
Safety Harbor Fire Control District	City of Safety Harbor
Seminole Fire Control District	City of Seminole
South Pasadena Fire Control District	City of St Petersburg
Tarpon Springs Fire Control District	City of Tarpon Springs

The following page(s) contain the backup material for Agenda Item: Youth & Family Services Committee Meeting Minutes (October 19, 2023)
Please scroll down to view the backup material.



CB-17

City of St. Petersburg
Youth and Family Services Committee
October 19, 2023 Meeting Minutes
City Hall, Room 100

Present: Committee Chair Deborah Figgs-Sanders, Committee Vice-Chair Richie Floyd, Council Member Copley Gerdes, and Council Member John Muhammad

Absent: **None**

Also Present: Assistant City Administrator, Tom Greene, Communications and Community Engagement Managing Director, Alizza Punzalan-Randle, Assistant City Attorney Christina Boussias, and Assistant City Clerk Patricia Beliveau

Support Staff: Daphney Ivory – City Council Legislative Aide

1. Call to Order – 10:31 AM

2. Approval of Agenda – CM Gerdes motioned for approval. All voted in favor.

3. Approval of June 8, 2023, Minutes – CM Floyd motioned for approval. All voted in favor.

4. New Business – October 19, 2023

Update on the 2023 MLK Day Festivities, the current events' financial status, and an event planning timeline for the 2024 event – *Alizza Punzalan-Randle, Communications and Community Engagement Managing Director*

Communications and Community Engagement Managing Director, Alizza Punzalan-Randle began the meeting by introducing City Staff and Partners from Advantage Village Academy (AVA). ***Ms. Punzalan-Randle*** continued the discussion, by presenting an overview of the 2023 MLK festivities, outlining the 2024 weekend schedule of events, and providing a financial summary detailing total expenditures amounting to $232,775, along with participant statistics. She concluded the presentation by outlining the next steps for the event.

Council Member Gerdes requested clarification on the projected income and funding sources on the financial summary asking if 17,000 is the shortage. ***Ms. Punzalan-Randle*** clarified funding sources, including revenue from T-shirt and swag sales.

Council Member Muhammad expressed previous community concerns about police presence and lockdowns following the parade on MLK Street. ***Council Member Muhammad*** additionally, asked for an update on the recommendations stemming from the racism study previously done.

Ms. Punzalan-Randle stated that the Marketing department is actively working to bridge the MLK events leading up to Black History Month.

Council Member Gerdes shared enthusiasm for expanding the Embrace the Race campaign, particularly for businesses attracting the 64,000 people expecting to attend the festivities and bringing together the

Westside of St. Petersburg. ***Council Member Gerdes*** inquired with the AVA partners about the measures to secure the $17,000 in sponsorship funds. ***AVA Partner, Quanette Feazell*** clarified that they are contacting partners to raise a specified amount of funding.

In response to ***Council Member Muhammad***, ***Ms. Feazell*** conveyed that an economic impact study, conducted by Visit St. Petersburg/Clearwater, has been completed and will be supplied to the committee.

Council Member Muhammad expressed his desire to broaden the support for MLK festivities to include more community members, aiming for a more vibrant and inclusive celebration.

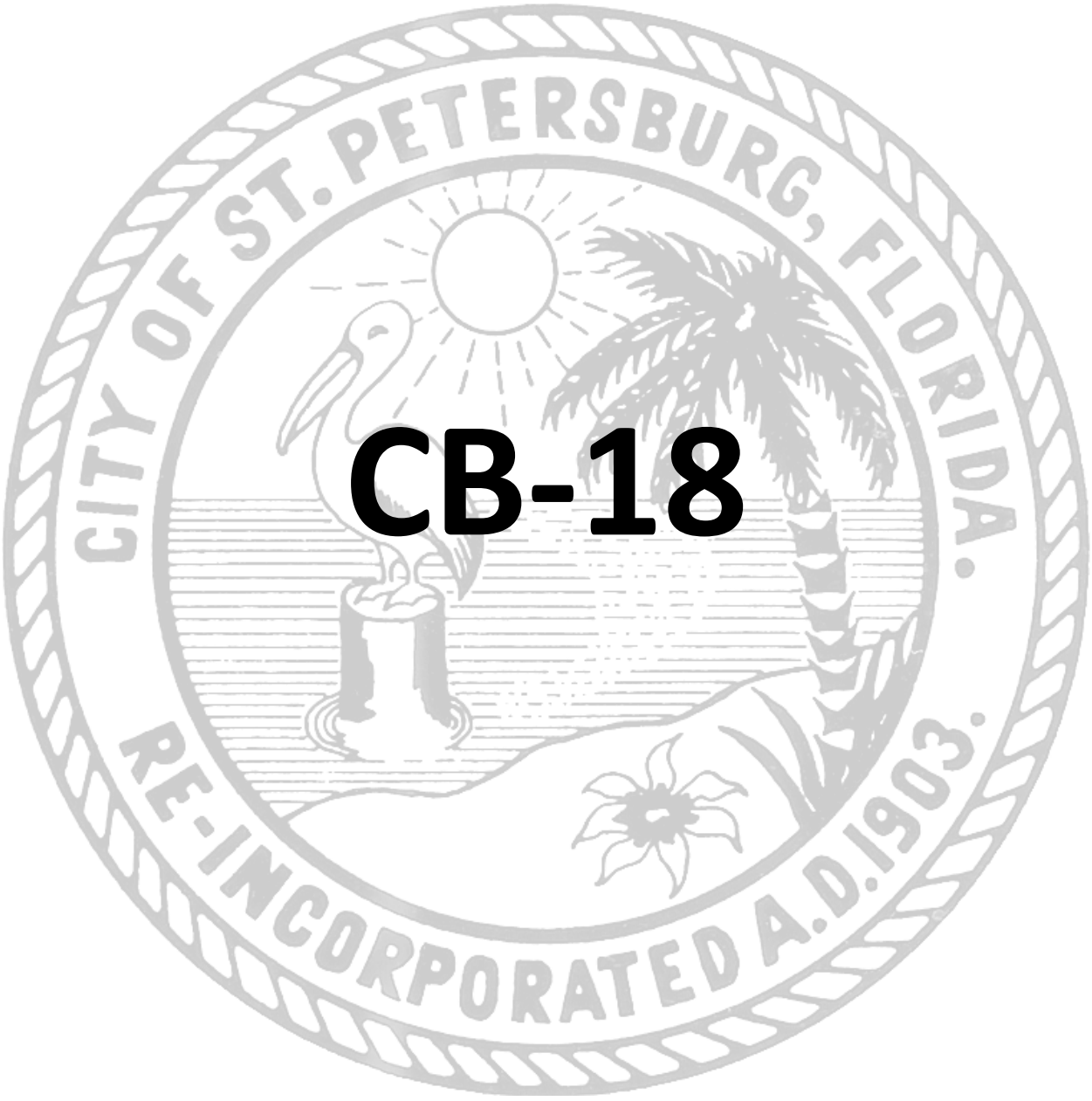
Committee Chair Figgs-Sanders explained her desire to ensure the parade's success and the City's fulfillment of its commitments. She also wanted to guarantee support of the parade and expressed gratitude to Ms. Punzalan-Randle, her department, and the Mayor's office for their commitment to the parade's success.

AVA Partner, Antoine Hughes shared that this is the second-largest parade in the country that includes 11 bands from the City performing.

Assistant City Administrator Tom Greene took the opportunity to express gratitude and thanked ***Communications and Community Engagement Managing Director, Alizza Punzalan-Randle*** for her exceptional leadership throughout the process, expressing that the administration appreciates and is excited about her and her staff's work.

Committee Chair Figgs-Sanders adjourned the meeting at 11:03 AM.

The following page(s) contain the backup material for Agenda Item: Legislative Affairs & Intergovernmental Relations Committee Meeting Minutes (April 18, 2024)
Please scroll down to view the backup material.



CB-18

City of St. Petersburg
Legislative Affairs and Intergovernmental Relations Committee
April 18, 2024, Meeting Minutes
City Hall, Room 100

Present: Committee Chair Lisset Hanewicz, Committee Vice-Chair Ed Montanari, Council Member Gina Driscoll, and Council Chair Brandi Gabbard

Absent: None

Also Present: Assistant City Attorney Jane Wallace, Mayor's Chief of Staff Doyle Walsh, Government Affairs Director David Thompson, Council Chair Deborah Figgs-Sanders, Council Member Ed Montanari, Council Member Copley Gerdes, The Southern Group Partner Laura Boehmer, Partner and Lead, Executive Branch Practice at Capitol Counsel, Robert Diamond, Rep. Lindsey Cross, Sen. Nick DiCeglie, Rep. Michelle Rayner, Legislative Aide representing Rep. Linda Chaney, Legislative Aide Nick Carper representing Sen. Rouson, and Deputy City Clerk Jordan Wilson

Support Staff: Tricia Terry – City Council Legislative Aide

1. **Call to Order** – 10:15AM
2. **Approval of Agenda –** CM Gabbard motioned for approval. All voted in favor.
3. **Approval of February 15, 2024, Minutes –** CM Gabbard motioned for approval. All voted in favor.
4. **New Business – April 18, 2024**

2024 Regular Session Summary

CM Montanari, CM Driscoll and David Thompson provided short recaps of their recent trip to Washington, D.C., to attend the National League of Cities Congressional Conference. CM Montanari highlighted having attended the Aviation Advisory Forum, which touched on current aviation policy, advanced air mobility and drones and how aviation will affect states and local governments. He then discussed other workshops and congressional meetings he attended. CM Driscoll then highlighted her service on the National League of Cities Transportation and Infrastructure Services Committee and an interview that she gave with the United States Department of Transportation (USDOT). She highlighted other important takeaways related to transportation and grants. She then highlighted deep-dive sessions she attended, such as one on leveraging technology and innovation to build strong local economies, where she got to highlight the work by Digital Inclusion St. Petersburg, as well as her congressional meetings. David Thompson talked about his meetings with Rep. Anthony D'Esposito and he followed up on opportunities related to coastal resilience. He also mentioned community project funding and said he plans to meet with council members individually to go over those priorities.

Robert Diamond then provided a federal recap. He mentioned some delays in community project funding guidance due to some potential leadership changes in the House Appropriations Committee. He mentioned the EPA's release of the $20 billion Greenhouse Gas Reduction Fund, which is the single largest non-tax item included in the Inflation Reduction Act. Finally, he mentioned unrest within the House GOP Caucus, which could potentially lead to a leadership change.

CM Gabbard then followed up on a previous question she had had in September concerning hazard mitigation grants. Mr. Thompson replied that they are working on a letter with a coalition of mayors from Pinellas County. CM Gabbard emphasized that a coalition should be made up of stakeholders from across the country and that a much bigger effort is required.

Rep. Lindsey Cross provided a recap of her accomplishments and appropriations for the 2024 legislative session. She highlighted two bills she was able to get passed unanimously, including HB165, which is related to water sampling at beaches and public bathing areas. Rep. Cross mentioned having studied the City of St. Petersburg's extensive monitoring program as part of her research for the bill. The second bill was related to digital voyeurism. She also mentioned that she got five appropriations in the budget, including funding for North Shore Beach stabilization and for a St. Petersburg Fire Rescue ladder truck and for USF St. Petersburg's work related to reducing human trafficking and finally job training funding for green jobs. She also mentioned a couple of bills that she did not get passed but that she will try to bring back next session, including one that would extend Live Local Act tax abatements to homeowners who rent out ADUs at an affordable rate. The second one was related to the My Safe Florida Home Program, which would extend its use to include flood mitigation and flood protection measures. She then reviewed the reasons she voted against certain pieces of legislation.

Sen. Nick DiCeglie provided a recap of his accomplishments and appropriations for the 2024 legislative session. He mentioned that he had about $18 million come back to Pinellas County, including the Holocaust Museum, Suncoast Fire and Rescue, North Shore Park shoreline. He highlighted his and Sen. Rouson's instrumental work in making sure St. Petersburg and Pinellas County were represented in the budget. Sen. DiCeglie also mentioned his vacation rentals bill, which has not yet been signed into law. Specifically, he mentioned that St. Petersburg's vacation rental ordinances would be grandfathered into said law and would thus remain unchanged by the bill.

Rep. Michelle Rayner provided a recap of her accomplishments and appropriations for the 2024 legislative session. She highlighted working closely with members of the Pinellas Legislative Delegation this session. She emphasized her work on HB1/HB3, social media online protections for minors. HB1, she explained, was a bill sponsored originally by Rep. Rayner, which was vetoed, but then was brought back in the form of HB3, which relates to prohibiting children from accessing online pornography. She also underscored HB389, which she worked on with Rep. DiCeglie, that will name portions of the Gandy Bridge after a military hero Airman Mohammed 'Mo' Sameh Haitham, who was a graduate of Lakewood High School. She also discussed her work on HB592, which relates to historical preservation programs, such as the African American Heritage Preservation Network Program, and provides funding to history museums that are part of this network. St. Petersburg's Willow Marsh Boardwalk Replacement was a major appropriation she underlined as well. She then mentioned that she is planning to file legislation related to food security and urban agriculture, specifically allowing local governments to have a greater say in permitting smaller footprint grocery stores in residential areas.

Tristan Summer for Rep. Chaney provided a recap of Rep. Chaney's accomplishments and appropriations for the 2024 legislative session. He mentioned that Rep. Chaney's office brought back about $13 million back to Pinellas. He mentioned an appropriation for Temple Beth-El, the St. Petersburg Public Safety Training Complex, the Parc Center for Disabilities, the Florida Holocaust Museum, The Dali Museum, and the YMCA. In terms of policy legislation, HB487 was part of the FWC package and allows derelict vessels to be picked up in more expedited manner. HB1557, he explained,

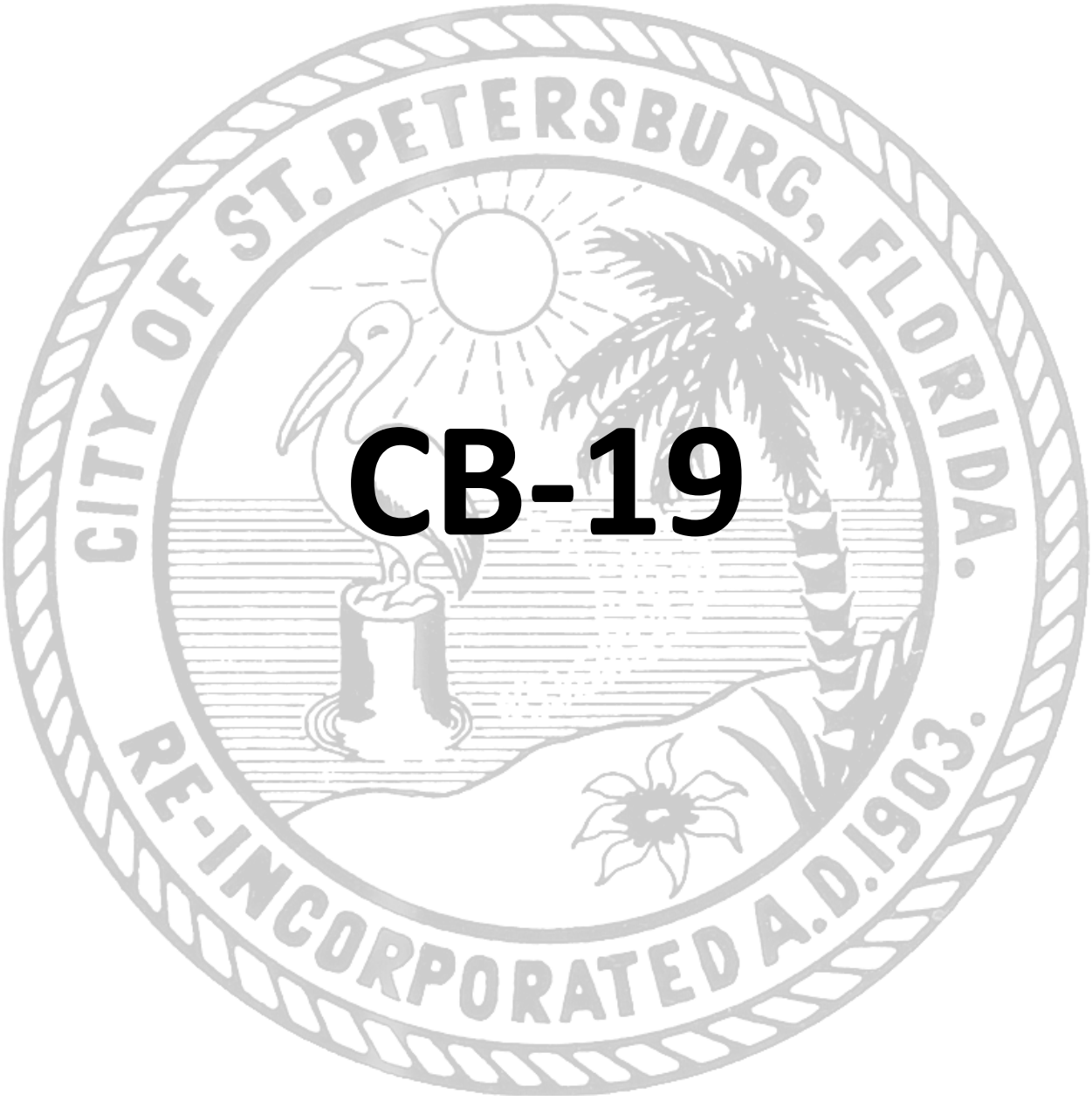
has to do with improving water quality in various ways as well as with coral reefs. He also cited Ms. Chaney's sponsoring of HB321 related to the intentional release of balloons.

Nick Carper for Sen. Rouson provided highlights and a recap of Sen. Rouson's accomplishments and appropriations. Some highlights he mentioned are Sen. Rouson's service as the Vice Chairman of the Senate Appropriations Committee, which allowed him to bring back $26.5 million to Pinellas, including the Pinellas Science Center, Tampa Bay Watch, the Palladium, St. Petersburg Fire Rescue ladder truck replacement. No Democrat in the Senate was able to pass more policy bills than Sen. Rouson, Mr. Carper explained. Mr. Carper emphasized HB21/SB24, which created a $20 million compensation plan for victims of the Arthur G. Dozier School for Boys and Okeechobee Reform School in North Florida; SB556, which protects seniors from fraud; and SB558, which relates to homeless service professionals.

Council Chair Figgs-Sanders made a comment on HB601 and asked about the timeline of the cases and asked Rep. Cross a few brief questions on the items she voted against. Rep. Cross said she voted no on the PSTA local bill, HB1365, unauthorized public camping and sleeping, and HB433 worker protections and HB1084, which preempts electric vehicle charging.

Committee Chair Hanewicz made some closing remarks and thanked the elected officials present, their aides and guests for attending. ***With no further business, she adjourned the meeting at 11:27AM.***

The following page(s) contain the backup material for Agenda Item: Economic & Workforce Development Committee Meeting Minutes (July 25, 2024)
Please scroll down to view the backup material.



CB-19

City of St. Petersburg
Economic and Workforce Development Committee
July 25, 2024 Meeting Minutes
City Hall, Room 100

Present: Committee Chair Ed Montanari, Committee Vice-Chair Gina Driscoll, Council Chair Deborah Figgs-Sanders, and Council Member John Muhammad.

Absent: None

Also Present: Council Vice-Chair Copley Gerdes, Assistant City Administrator Tom Greene, Chief Assistant City Attorney Jeannine Williams, Airport Manager Rich Lesniak, Real Estate and Property Management Director Aaron Fisch, Transportation Manager Cheryl Stacks, City Development Coordination Managing Director Chris Ballestra, Planning and Development Director Elizabeth Abernethy, Executive Director of the St. Pete Innovation District Alison Barlow, and Assistant City Clerk Patricia Beliveau.

Support Staff: JC Pritchett III – City Council Legislative Aide

1. Call to Order – 8:31 AM
2. Approval of Agenda – CM Figgs-Sanders motioned for approval. All voted in favor.
3. Approval of May 30, 2024 Minutes – CM Driscoll motioned for approval. All voted in favor.
4. New Business – July 25, 2024

A Presentation on Advanced Air Mobility and Vertiports in St. Petersburg – *Rich Lesniak, Airport Manager*

Airport Manager Rich Lesniak provided the committee with a detailed overview of Advanced Air Mobility (AAM) and the emerging electric vertical takeoff and landing aircraft (eVTOL) technology. He highlighted the potential for AAM to transform urban and regional transportation by utilizing these aircraft for various purposes, including air taxis, cargo transport, and emergency services. Mr. Lesniak emphasized that while the industry is still in its early stages, with many companies in the development and testing phases, significant progress is being made. Major corporations like United Airlines, Delta Airlines, and the U.S. Air Force are partnering with eVTOL startups, and some companies anticipate receiving Federal Aviation Administration (FAA) certification to begin operations as early as next year. Mr. Lesniak also noted the broader implications of integrating AAM into the National Airspace System, particularly in urban areas like St. Petersburg, where the potential benefits include reduced traffic congestion, lower noise pollution, and lower CO2 emissions.

Next, Mr. Lesniak discussed the infrastructure challenges associated with implementing AAM, particularly the need for vertiports, including dedicated landing, takeoff, and charging facilities for eVTOL aircraft. These vertiports will need to be centrally located within urban areas and integrated with existing transportation networks to maximize efficiency. However, he noted that significant planning and investment would be required, including updates to zoning and building codes, electrification infrastructure, and fire safety protocols. Specifically for St. Petersburg, potential vertiport locations include downtown, the Carillon Office Park, and the Gas Plant District. Mr. Lesniak stressed the importance of preparing for these developments, as Florida is considered a high-priority area for AAM deployment, with multiple major metropolitan areas that could benefit from this technology.

Committee Chair Montanari highlighted St. Petersburg's historic role in aviation, noting the City's pioneering status since the airline industry's inception in 1914. He stressed the importance of the City continuing to lead in aviation technology, specifically expressing a desire for Albert Whitted

Airport (AWA) to be recognized as compatible with emerging AAM technology despite its exclusion from a recent FDOT study. CM Montanari emphasized the need for a balanced approach that fosters innovation without compromising safety.

Committee Vice-Chair Gina Driscoll expressed excitement about the potential of AAM technology in St. Petersburg and emphasized the need for the City to lead in its development. She raised concerns about the logistics of implementing vertiports at AWA, specifically the size, location, and accessibility. CM Driscoll highlighted the importance of ensuring the electrical infrastructure can support this new technology and called for detailed planning to integrate vertiports effectively without disrupting current airport operations. She also stressed that this initiative should not be an afterthought but a vital component of the airport's future, combining new technology with St. Petersburg's rich aviation history.

Next, CM Driscoll requested clarification on any potential zoning changes required to accommodate these developments. Liz Abernethy, Director of Planning and Development Services, detailed the zoning implications of implementing vertiports in St. Petersburg. She noted that vertiports could be categorized similarly to heliports, an existing use defined in the City's zoning matrix and permitted as accessory uses in specific districts, primarily downtown. However, Ms. Abernethy noted that further discussions might be necessary to determine if a separate use category should be created, especially if vertiports are to be allowed in areas beyond where heliports are currently permitted. CM Driscoll emphasized the importance of clarifying whether existing legal definitions cover vertiports and suggested that necessary zoning changes be made promptly. CM Driscoll also expressed interest in understanding how vertiports would integrate with the City's transportation plans and the Innovation District Master Plan.

Council Member John Muhammad sought clarification on the size requirements for vertiports and the training needed for operating the vehicles. Mr. Lesniak confirmed that the initial plan is for these aircraft to be piloted similarly to traditional aircraft, requiring pilots to obtain type certification specific to the equipment they would operate.

Council Chair Figgs-Sanders expressed excitement about the potential for innovation at AWA, emphasizing the importance of integrating this project into the Airport Master Plan. She voiced concerns about the possible increase in downtown traffic and the safety implications of placing vertiports in densely populated areas. CM Figgs-Sanders highlighted the need for a thorough assessment, including input from the Innovation District and AWA, to ensure decisions are made with a comprehensive understanding of the impact. She noted her preference for utilizing the space existing space at AWA rather than downtown locations.

Council Vice-Chair Gerdes expressed support for the vertiport project but voiced concerns about affordability and regional connectivity. Given the limited range of current vertiport technology (30-150 miles), he emphasized the need for regional partners to participate in the initiative. CM Gerdes suggested involving Forward Pinellas in future discussions to ensure a coordinated regional approach. He also questioned the operation model and inquired about the FAA's role in funding the project. Lastly, CM Gerdes expressed interest in exploring public-private partnerships for financing and urged that the initiative be pursued responsibly.

Transportation Manager Cheryl Stacks responded that Forward Pinellas had been engaged on the topic and noted that the Tampa Bay Area Regional Transportation Agency (TBARTA) had previously conducted a study on eVTOL technology and regional access. Development Coordination Managing Director Chris Ballestra supported the idea of starting the project at AWA due to its favorable conditions for testing and expansion. Mr. Lesniak added that while the FAA might expand grant funding to include vertiport technology, private-public partnerships could also be significant in financing. Both Ms. Stacks

and Mr. Lesniak reinforced the potential benefits and flexibility of the project but acknowledged the importance of careful planning and regional collaboration.

CM Montanari expressed his support for St. Petersburg becoming part of the vertiport initiative but noted that the City was not included in the recent study of 31 Florida airports compatible with the technology. Mr. Lesniak clarified that the exclusion doesn't mean St. Petersburg is incompatible, as the study was more of a proof of concept rather than a definitive list. CM Montanari emphasized the importance of ensuring the City is prepared to adopt this technology and asked about the current infrastructure, such as helipads, that could be repurposed or expanded for vertiport use. Mr. Lesniak confirmed that the existing infrastructure could be adapted with additional elements like charging stations.

Next, CM Montanari proposed the idea of forming an advisory committee (or task force) to guide the City's efforts in adopting vertiport technology. He suggested including city staff and external experts, such as Allison Barlow from the Innovation District and Walt Driggers from Friends of Albert Whitted Airport, to identify key areas for development and answer crucial questions about the project's implementation. He highlighted the benefits of an advisory committee over a formal city committee, noting that it would allow more flexibility without being encumbered by formal requirements, such as the Sunshine Law. This proposal aims to ensure the City proactively and strategically integrates vertiports into its infrastructure.

CM Driscoll supported the idea of forming a task force, suggesting it would provide a clear framework for addressing the potential integration of vertiports and other infrastructure projects within the Innovation District. She invited Allison Barlow, Executive Director of the St. Pete Innovation District, to discuss how these plans align with the district's master plan, which includes Albert Whitted Airport. Ms. Barlow highlighted the importance of considering the port and airport together, mentioning a proposal to build a multi-purpose parking garage that could support vertical infrastructure. This approach could maximize the use of space while addressing various needs within the district.

CM Driscoll inquired about the necessary steps for creating a task force. Chief Assistant City Attorney Jeannine Williams explained that the task force could either be requested informally from the Administration or formally established through a resolution of the City Council. CM Driscoll emphasized the need to keep the initiative moving forward, proposing that the next meeting on August 22 should include an update on the task force's formation and initial findings on space and infrastructure requirements at the airport. Assistant City Administrator Tom Greene and Mr. Lesniak agreed, noting that additional time might be needed to gather detailed data, but they were committed to advancing the discussions and refining the task force's objectives by the next meeting.

CM Figgs-Sanders expressed her preference for establishing the task force through the Economic and Workforce Development (EWD) Committee to ensure clarity and control over participation. She emphasized the importance of coordination with the Mayor's Office, which is conducting an internal study of AWA. CM Figgs-Sanders cautioned that parallel efforts could lead to redundant work or misalignment between the task force's findings and the Mayor's Office's conclusions.

Mr. Greene addressed CM Figgs-Sanders' concerns by clarifying the scope of the internal evaluation requested by the Mayor. He explained that the Mayor's Office is focused on assessing the economic and social benefits of AWA strictly within the context of aviation without considering alternative uses for the land. Mr. Greene noted that this aligns well with the ongoing discussions about integrating new technologies, such as air taxis, into the airport's future. He assured the committee that the internal study and a potential task force's efforts are complementary rather than conflicting, as both are focused on maximizing the airport's economic potential within the aviation framework.

CM Ed Montanari stated that he would like to continue the conversation on August 22, clarifying his vision for the proposed task force or advisory committee, stating that its focus should be specifically on Advanced Air Mobility and its impact on both the airport and the City of St. Petersburg. CM Montanari expressed his desire to keep the task force's scope and duration limited, ensuring a targeted and efficient approach.

Continued Discussion of the Municipal Services Center (MSC) – *Aaron Fisch, Real Estate and Property Management Director*

CM Gina Driscoll reminded the committee of the previous discussion regarding the Municipal Services Center (MSC) building, where an updated appraisal had been requested. She noted that the last appraisal, conducted in May 2021, valued the building at approximately $15 million and asked for an update on the latest valuation.

Real Estate and Property Management Director Aaron Fisch provided the committee with the new appraisal results. He explained that the appraised value, based on the highest and best use of the building, had increased to $19,250,000. This valuation was contingent on redeveloping the site into a mixed-use project. Mr. Fisch also mentioned that if the building remained an office space, its current value would be $14,250,000. He further noted that if the City were to invest in the renovations outlined in the Harvard Jolly study, which estimated repair costs at approximately $55 million, the building's value could increase to between $41,250,000 and $45 million.

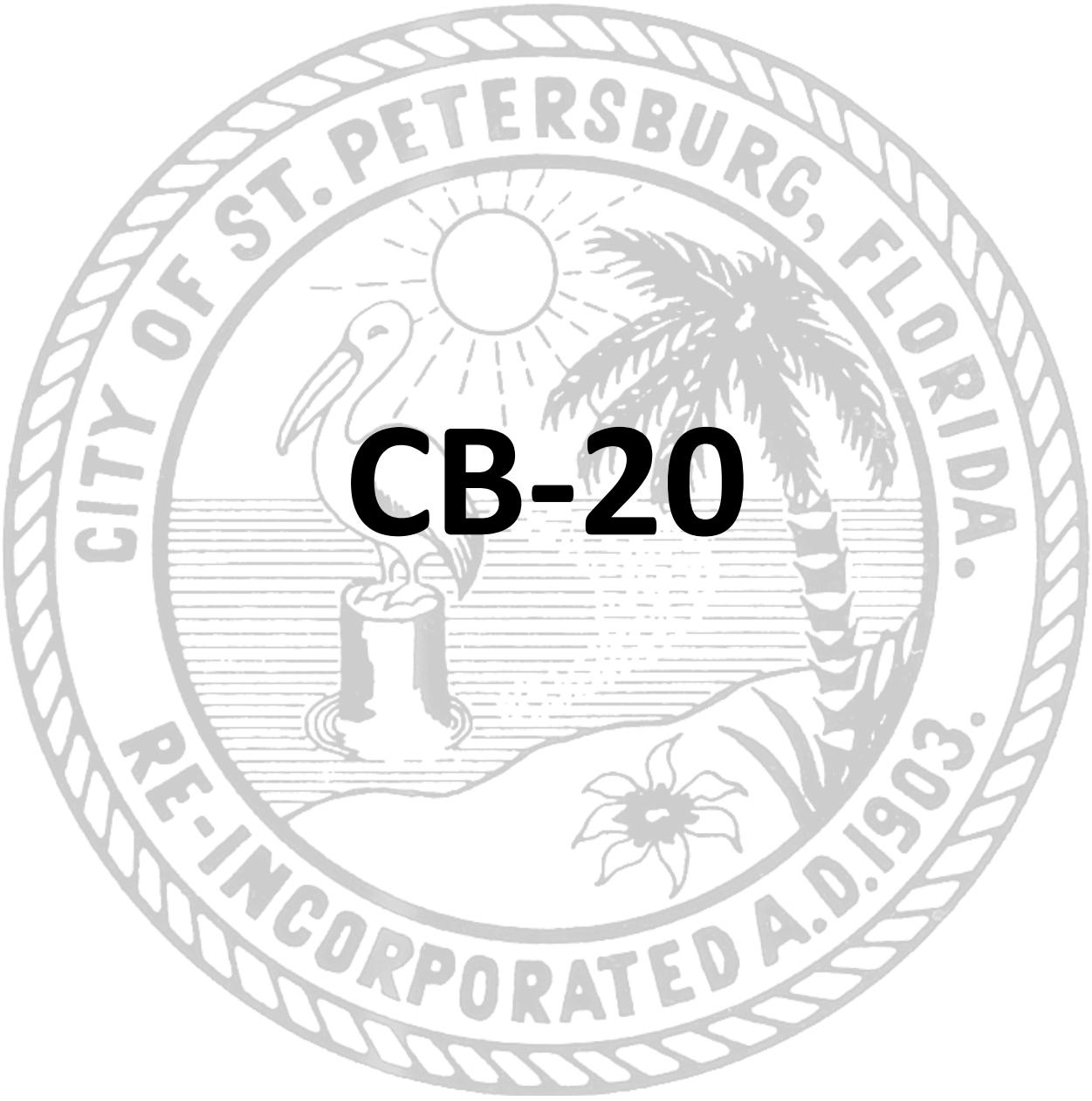
CM Driscoll inquired whether the $19 million valuation accounted for demolition costs, and Mr. Fisch confirmed it did not. Mr. Fisch estimated that demolishing the MSC building could be costly, with expenses potentially starting at half a million dollars or more. CM Driscoll pointed out that the Harvard Jolly study estimated around $24 million in necessary repairs over the next five years, which exceeds the current value of the MSC building. She emphasized the need to avoid further investments that could be better allocated to other essential projects. CM Driscoll suggested that the committee start preparing a Request for Proposal (RFP) to explore potential plans for the MSC building, possibly involving a formal motion or resolution.

Mr. Greene responded by acknowledging the importance of the MSC issue and highlighted other pressing capital needs, such as the fleet building and the potential redevelopment of the Enoch Davis facility. He explained that the City's approach to the MSC building was strategic, aiming to balance immediate needs with long-term priorities. CM Driscoll reiterated her concern about wasting funds on a building that may not serve the City's future needs and stressed the urgency of finding a solution.

Due to time constraints, CM Ed Montanari suggested scheduling a one-on-one meeting to review the appraisal and discuss other capital needs before continuing the discussion at the next committee meeting on August 22.

CM Montanari adjourned the meeting at 9:56 AM.

The following page(s) contain the backup material for Agenda Item: Committee of the Whole Meeting Minutes (July 16, 2024)
Please scroll down to view the backup material.



CB-20

City of St. Petersburg
Committee of the Whole
July 16, 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: Mayor Ken Welch, City Administrator Rob Gerdes, Assistant City Administrator Tom Greene, City Attorney Jacqueline Kovilaritch, Assistant City Attorney Macall Dyer, Assistant City Attorney Michael Dema, Chief of Staff Administrator Doyle Walsh, City Development Administrator James Corbett, Housing and Neighborhood Services Administrator Amy Foster, Debt Financing Director Anne Fritz, Economic Development Director Brian Caper, Tampa Bay Rays President Brian Auld, Tampa Bay Rays President Matt Silverman, Hines Senior Managing Director Michael Harrison, Faegre Drinker Biddle & Reath LLP Partner Peter Berrie, Faegre Drinker Biddle & Reath LLP Partner Allen Wheeler, Inner Circle Sports Investment Banker David Abrams, Walter P. Moore Structural Engineer Dylan Richard, Populous Global Head of Sustainability Mohit Mehta, Best Source Consulting President & CEO Anddrikk Frazier, Storyn Founding Principal Everald Colas, Risk Manager Blaise Mazzola, and City Clerk Chan Srinivasa

Support Staff: Kimberly Amos, Legislative Aide

1. **Call to Order** – 9:00 AM
2. **Approval of Agenda** – Vice-Chair Gerdes motioned for approval. All voted in favor.
3. **Approval of May 9, 2024 Minutes** – Council Member Gabbard motioned for approval. All voted in favor.
4. **New Business** – July 16, 2024

New Business: Historic Gas Plant Redevelopment & Stadium Agreements

Mayor Ken Welch and Tampa Bay Rays President ***Brian Auld*** provided opening remarks outlining the collaborative progress to reach final agreements and thanked everyone for their collective efforts. City Development Administrator ***James Corbett*** reviewed the various engagement opportunities offered to the community and the City Council.

Mr. Corbett highlighted the changes to the Redevelopment Agreement, beginning with the parties involved, the City of St. Petersburg and the Hines Historic Gas Plant Partnership.[1] ***Mr. Corbett*** reviewed the changes to minimum development requirements, which include an increase in open space to 12 acres, a minimum of 2,500 gross square feet for the Daycare/Childcare facility, a fresh food and produce retailer of at least 10,000 gross square feet, and an additional interim minimum development milestone.[2] ***Mr. Corbett*** discussed changes to the affordable/workforce housing component as a requirement of City Council approval for changes to the number

[1] The Hines Historic Gas Plant Partnership is a joint venture of Hines Affiliates and Rays Affiliates. A Rays Affiliate refers to any person directly or indirectly controlled by Tampa Bay Rays Baseball, Ltd. or a successor entity.
[2] The new first interim minimum development milestone requires 400,000 gross square feet of vertical development by December 31, 2030

of onsite affordable/workforce housing units and the ability for the developer to convert market-rate housing, including single-family homes to affordable/workforce housing provided it remains affordable for at least 30-years. ***Mr. Corbett*** reviewed the changes to the community benefits component explaining how flexibility was created while maintaining a safeguard of requiring the City Council's approval to substitute obligations. ***Mr. Corbett*** called attention to changes in the transfer and assignments, which outline that a Hines affiliate, a Rays affiliate, or both must be included, otherwise City Council approval is required. ***Mr. Corbett*** summarized how the City is protected from obligations to convey parcels if the Stadium Development and Funding Agreement is terminated.

Mr. Corbett provided an overview of changes to the Stadium-Related Agreements beginning with the Development and Funding Agreement; the City cannot waive any conditions precedent to the funding release date, definitive elements cannot be changed without the City Council's approval, and the construction manager and design builder will advertise subcontracting opportunities in local publications. ***Mr. Corbett*** then summarized a series of changes intended to enhance the sustainability and resilience of the stadium. Assistant City Administrator ***Tom Greene*** reviewed changes to the Stadium budget and funding term, including a footnote outlining City expenses to be covered by the project fund and the inclusion of an Owner-Equity commitment letter. ***Mr. Corbett*** identified changes to the Stadium Operating Agreement as the requirement of the City Council's approval for replacement parking areas and one ticket provided to each City employee for an annual home game that celebrates the City of St. Petersburg. ***Mr. Greene*** called attention to the removal of a footnote in the Second Amended and Restated Interlocal Agreement per the request of CM Hanewicz in a previous Committee of the Whole meeting.

Mr. Greene discussed changes that affect multiple agreements, beginning with changes to the apprenticeship and disadvantaged workers language due to recent actions of the State of Florida legislature.[3] Next***, Mr. Greene*** reviewed changes to the Master Bond Resolutions that reflect the special counsel appointments of Bryant Miller Olive for validation proceedings and Faegre Drinker Biddle & Reath LLP for the Construction Funds Trust Agreement and other services.

Mr. Greene provided an overview of Article 19 of the Stadium Operating Agreement that was not included in the previous Committee of the Whole discussions. ***Mr. Corbett*** reviewed the remaining new agreements for committee discussion covering the Amendment to Agreement For Sale With County, the Amendment to Lease-Back and Management Agreement With County, the New Stadium Parcel Agreement For Sale, and the New Stadium Parcel Lease-Back and Management Agreement. Before ending the staff presentation, ***Mr. Corbett*** detailed a project timeline identifying key dates from start to finish before ***Chair Figgs-Sanders*** opened the floor for questions.

CM Floyd asked if Excusable Development Delay (z) in the Redevelopment Agreement could apply immediately with mayoral approval; City Administrator ***Rob Gerdes*** responded that the administration believes a significantly deteriorating leasing market condition does not apply in this circumstance. ***CM Floyd*** asked for clarification on Article 2.1.5 regarding threats of litigation, Assistant City Attorney ***Michael Dema*** answered

[3] HB705 amended Section 255.0992, Florida Statutes, to prohibit any political subdivision that contracts for a public works project from requiring that a contractor, subcontractor, or material supplier or carrier engaged in a public works project to recruit, train, or hire employees from a designated, restricted, or single source.

that a credible threat of litigation would include legal documentation, using a demand letter as an example. ***CM Floyd*** asked if the developer retained control of what parcels were utilized to meet minimum development requirements; ***Administrator Gerdes*** explained that there is flexibility, but four areas are locked in that are anticipated to be used for affordable and workforce housing. ***CM Floyd*** asked if Article 4.2.1 allows the developer to decline purchasing additional parcels once minimum development requirements are met, ***Administrator Gerdes*** answered that it is possible the developer does not acquire every property, but it is expected they will elect to do so to retain control of what is built. ***CM Floyd*** expressed concern regarding the potential for a significant issue to arise with a parcel that the City would be responsible for resolving. ***CM Floyd*** asked if the potential lack of future subsidies could lead to unmet affordable housing obligations; ***Administrator Gerdes*** and Housing and Neighborhood Services Administrator ***Amy Foster*** referenced recent subsidies provided and explained that the City could decline if the requested subsidies significantly exceeded the standard. ***CM Floyd*** asked if Low-Income Housing Tax Credits (LIHTC) are geographically distributed; ***Ms. Foster*** answered that the process varies depending on the fund and funding source, with multiple options available. ***CM Floyd*** asked if subsidies provided for Gas Plant housing projects would prevent other projects from reaching fruition, ***Ms. Foster*** explained various sources of alternative funding, and ***Mayor Welch*** expressed the administration's intent to continue enhancing the Housing Opportunities For All Program. ***CM Floyd*** reiterated his frustration with the need to provide additional subsidies to guarantee the construction of affordable housing units.

CM Gabbard asked for additional information on converting single-family homes to adorable housing opportunities; ***Mr. Corbett*** explained that the contribution must be at least $25K with the affordability period remaining 30 years to qualify for the affordable and workforce housing minimum development standards. ***CM Gabbard*** asked for confirmation that the 100 units of senior housing beginning construction in 2028 are part of the 300 units designated to be completed by 2030; ***Mr. Corbett*** answered in the affirmative. ***CM Gabbard*** asked if a business contributes a portion of its retail space to fresh food, does it qualify towards the 10,000 square foot minimum requirement; Hines Senior Managing Director ***Michael Harrison*** answered the intent is a dedicated grocer in a single facility. ***Administrator Gerdes*** added that other opportunities would be in supplement, not as a combination, to meet the requirement; ***CM Gabbard*** asked for confirmation that legal staff agreed with this assessment, Faegre Drinker Biddle & Reath LLP Partner ***Peter Berrie*** and ***Atty. Dema*** answered in the affirmative. ***CM Gabbard*** asked the Hines Rays team to speak on the apprenticeship and disadvantaged worker standards; Best Source Consulting President & CEO ***Anddrikk Frazier*** responded that the developer is firmly committed to both standards and developing workforce talent.

CM Montanari asked if the community benefit obligations language placed the City at risk after the passage of HB705; ***Atty. Dema*** referenced language protections, including developer acknowledgment, in Section 6.1.10; City Attorney ***Jacqueline Kovilaritch*** added that regulatory imposition and something agreed upon contractually is viewed differently. ***CM Montanari*** asked if legal staff shared the same opinion on language concerning the community benefits obligation default, ***Atty. Dema*** and ***Atty. Kovilaritch*** responded in the affirmative. ***CM Montanari*** asked who approves the Traffic, Parking, and Micro-Mobility Plan, ***Atty. Dema*** responded that administrative approval would occur. ***CM Montanari*** requested clarification on the shared cost for environmental matters in Article 13.1.1; ***Administrator Gerdes*** explained that environmental remediation costs could be considered an eligible infrastructure cost and reminded the committee that the City's total contribution is capped. ***CM Montanari*** asked why additional language surrounding brownfields was added;

Atty. Dema responded that the added specificity pertains to eligibility for brownfield, petroleum, and other state cleanup programs. ***CM Montanari*** asked for an explanation of Article 15.3, ***Atty. Berrie*** answered that in the circumstance of a transfer of the developer's obligations under the agreement, the obligations transfer to the new entity.

CM Driscoll asked how sustainability standards for the redevelopment varied when compared to the stadium; ***Mr. Harrison*** explained the redevelopment spans a much lengthier period, and the types of buildings constructed vary by use, so the agreement language provides flexibility for appropriate changes within standards. ***CM Driscoll*** asked for information on the buffers planned surrounding Booker Creek, Storyn Founding Principal ***Everald Colas*** responded that the minimum easement on the channel's centerline is about 40 feet, with additional width added when possible. ***CM Driscoll*** asked about improvements to the pedestrian overpass over Interstate 175 and 16th Street underpass; ***Mr. Auld*** responded that additional work to beautify the corridor is in discussion with ***Mr. Colas,*** reviewing concept renderings demonstrating the potential for art, pocket gardens, and pop-up market spaces.

CM Hanewicz inquired about obligations to fulfill the design standards identified in Article 6.1.6 and if the language could be strengthened; ***Atty. Berrie*** responded that the introductory sentence could be strengthened to read that, "the developer has identified and must implement the following sustainability strategies." ***CM Hanewicz*** expressed disappointment that the minimum open space standard was not set at 14 acres to match the discounted land price. ***CM Hanewicz*** asked if any organizational documents on the joint venture had been received; ***Atty. Berrie*** and ***Atty. Kovilaritch*** responded that no documents had been received. ***CM Hanewicz*** asked if the agreement language guarantees that Hines remains involved in the development; ***Atty. Berrie*** answered that the language only guarantees that a Rays affiliate, a Hines affiliate, or a Hines Rays partnership must be involved. ***CM Hanewicz*** expressed concern about the City Council's inability to ensure that a transfer involves a developer of the same caliber or is verifiably a Hines affiliate. ***CM Hanewicz*** voiced disappointment that the $50M community benefits contribution is paid across 30 years rather than upfront and emphasized that the discounted land provided cancels out the benefits received. ***CM Hanewicz*** asked the Rays for additional information on their business arrangement with Hines, Tampa Bay Rays President ***Matt Silverman*** responded that a preexisting entity of the Rays parent company, RRE Opportunities, LLC, will serve as the Rays party to the Hines Historic Gas Plant District Partnership in accordance with the DVA (Development Vesting Agreement) co-filed. ***CM Hanewicz*** asked if a copy of the agreement would be provided, ***and Mr. Silverman*** responded that it would not. ***CM Hanewicz*** requested confirmation the Rays would not be providing a copy of their financials, and ***Mr. Silverman*** responded in the affirmative.

CM Muhammad thanked the Hines Rays team and administration for negotiating the changes derived from the City Council's feedback but expressed disappointment with the sale of the land at a below-value cost, the developer's ability to pick and choose which parcels to purchase, and the lack of changes in the AMI (Area Median Income) mix for the affordable and workforce housing minimum development requirements.

VC Gerdes asked if discounted land value qualified as an incentive for developing standalone affordable workforce housing; ***Administrator Gerdes*** responded that land value could be considered part of a subsidy. ***VC Gerdes*** asked if the developer could be held to the minimum development requirements based on the discounted land value as a subsidy, ***Administrator Gerdes*** responded that it was possible, but the developer would have the

ability to go to a dispute resolution and mediation. ***VC Gerdes*** asked if the City had a favorable position based on the agreement language and current subsidies provided in affordable and workforce housing deals, ***Atty. Kovilaritch*** responded in the affirmative. ***VC Gerdes*** asked for consideration to incorporate ties to the history of the Negro League within the hotel plans; ***Mr. Harrison*** replied that the Hines Rays team was open to discussion with the Gas Plant descendants on the best way to honor the Negro League's contributions. ***Mr. Silverman*** added that the Woodson Museum and anticipated ballpark exhibition space will offer additional opportunities to honor St. Petersburg's baseball history. ***VC Gerdes*** informed the committee an update on the Woodson Museum's application for capital funding would be brought to the Tourist Development Council (TDC) the next day; the application will be considered for a vote by the TDC in September and sent to the Board of County Commissioners for consideration if passed.

Referencing tree replacement requirements as an example, ***Chair Figgs-Sanders*** requested clarification on whether City requirements would be fulfilled based on the date the agreement is signed or evolving; ***Atty. Berrie*** responded that the standards would evolve as applicable. ***Chair Figgs-Sanders*** commended the Hines Rays team for voluntarily agreeing to the apprenticeship and disadvantaged worker standards and asked how good faith efforts would be documented; ***Atty. Dema*** referenced an annual report that documents the measurable achievement of the community benefit obligations and the report on the good faith efforts expended by the developer provided at each of the minimum development requirements interim deadlines. ***Atty. Berrie*** added that the City could enforce the requirements because they were a negotiated term that was part of the contractual agreement and not a regulatory mandate. ***Mr. Frazier*** added that quarterly reporting measures the programming and ensures adequate outcomes. ***Chair Figgs-Sanders*** asked for an update on the legacy garden, ***Mr. Colas*** responded that design plans are ongoing, but the area is being kept clear of any building in order to have a commemorative location, including a park. ***Chair Figgs-Sanders*** asked if consideration had been given to excavating individuals who were buried there; Economic Development Director ***Brian Caper*** informed the committee that ground penetrating radar is in process, and once completed, a plan will be developed with potential for ground truthing to determine if remains are located on the site. ***Chair Figgs-Sanders*** opened the floor for a second round of questioning.

In response to the earlier discussion, ***CM Floyd*** emphasized that discounted land subsidies would not apply to the offsite workforce and affordable housing. ***CM Driscoll*** asked if language to tighten the sustainability requirements could be incorporated; ***Administrator Gerdes*** responded that discussion would occur with ***Mr. Harrison***, adding the Hines Rays team is open to participation. ***CM Driscoll*** inquired whether the City Council could receive notice when permitted transfers occur; ***Atty. Berrie*** explained the agreement language protects against unintentional foot-fault resulting in a breach of the agreement. ***CM Hanewicz*** clarified a point of concern as determining if an affiliate is the party in control and asked if ways exist to verify this without releasing private information; ***Atty. Berrie*** responded that it was possible. ***Mr. Harrison*** thanked the committee for their diligence and the City staff who worked on the agreements. ***Chair Figgs-Sanders*** thanked the Hines Rays team for their willingness to listen and consider changes to the agreement.
Chair Figgs-Sanders opened the floor to ask questions about the stadium redevelopment, beginning with Council Member Gabbard. ***CM Gabbard*** requested an explanation of the sustainability and resiliency language changes in Article 7.3(c)(v); ***Atty. Kovilaritch*** responded that the new language provides further detail, and the addition of the language of "good faith commercially reasonable efforts" also allows the City to measure a specific effort against a legal standard. ***CM Gabbard*** asked if the permitting process would offer an opportunity

for checks and balances; ***Administrator Gerdes*** answered that Skanska would review the schematic design prior to permitting and work directly with the architect. ***CM Gabbard*** requested a balance of sustainability and resiliency standards for the stadium construction to be prioritized over obtaining LEED (Leadership in Energy and Environmental Design) Certification. ***CM Gabbard*** asked for additional information on the risk category three building code standards; Walter P. Moore Structural Engineer ***Dylan Richard*** explained that risk category three buildings are designed to meet wind mile per hour resiliency standards and withstand a category four hurricane. ***Mr. Richard*** highlighted additional key resiliency components: hardened façade features to protect from flying debris, a design that elevates above the 100-year flood plain and a category five storm surge event, and onsite solar power and backup generators.

CM Floyd inquired about the definition of team home games and asked if the Legal Department agreed with the finalized language, ***Atty. Kovilaritch*** relayed that an agreement was reached during discussion with the team and Major League Baseball. ***CM Floyd*** asked for confirmation that the insurance language in the Stadium Operating Agreement met the Legal Department's expected standard, ***Atty. Kovilaritch*** responded that Assistant City Attorney Macall Dyer and the Risk Management Department worked collaboratively to address any remaining concerns. ***CM Floyd*** asked for confirmation that the amount of funding the City will contribute towards the stadium had not changed; ***Administrator Gerdes*** responded in the affirmative. ***CM Floyd*** expressed disappointment that a free ticket opportunity was not offered to St. Petersburg residents and that language designating that elected officials would pay for ticket use was not included. Chief of Staff Administrator ***Doyle Walsh*** informed the committee that an agreement was reached to provide tickets for all City employees for the remaining seasons at Tropicana Field and the new stadium, ***Atty. Kovilaritch*** explained where the language would be located in the agreements.

CM Montanari asked if the waiver for StadCo Contribution in Article 3.2(d)(iii) was an administrative function or would come to the City Council for consideration, ***Atty. Kovilaritch*** responded that it was administrative. ***CM Montanari*** asked for clarification on the credit facility, ***and Mr. Greene*** responded that the language ensures that evidence of transfers from the TeamCo to the StadCo obligation in the Construction Trust Fund Agreement is provided. ***CM Montanari*** inquired if a letter received from Major League Baseball satisfied the agreement requirements, ***Atty. Kovilaritch*** responded in the affirmative. ***CM Montanari*** asked if the City would continue providing insurance for the current stadium (Tropicana Field); Risk Manager ***Blaise Mazzola*** responded that the City would continue to provide insurance through the end of the 2027 baseball season and the demolishing of the stadium. ***CM Montanari*** requested additional information on insurance carried during the construction phase; ***Mr. Mazzola*** explained that the insurance eliminates any coverage gaps and minimizes risk. ***CM Montanari*** asked if preparations would need to occur before storms to protect glass areas of the stadium; ***Mr. Richard*** explained the glazing on the glass is impact-rated to resist flying debris.

The meeting stood in recess for a half-hour lunch break before resuming at 12:30 PM.

CM Driscoll discussed other sports stadium examples and asked for additional clarification on the sustainability and resiliency measures related to LEED certification, ***Mr. Silverman*** explained that the project is anticipated to meet or exceed LEED Silver standards in many areas, but certain aspects are outside of the control of the project scope therefore obtaining the certification was not placed as a requirement in the agreements. Populous Global Head of Sustainability ***Mohit Mehta*** added that each stadium is impacted by its geographical climate factors and highlighted that the new stadium would be built to ASHRAE 2019 (American Society of Heating,

refrigerating, and Air-Conditioning Engineers) standards, which is a 35% more stringent energy requirement standard than the other stadiums discussed constructed at ASHRAE 2007. ***Mr. Mehta*** informed the committee that early design incorporates onsite solar, generating about 3M kilowatt hours of free clean energy, ranking first among MLB ballparks and in the top five for American sports venues. ***Mr. Mehta*** also highlighted a 1.2M gallon system for stormwater storage, which will be treated and then used to dissipate heat for the chiller plant and provide resources for landscaping. ***Mr. Mehta*** informed the committee that a report will be provided to the American Institute of Architects at every design stage and can be shared with the City Council. ***Mr. Silverman*** added that discussion is already occurring to emphasize environmentally friendly building operation practices. ***CM Driscoll*** asked for a timeline of when energy and embodied carbon analysis would be completed; ***Mr. Mehta*** responded that the reports are issued at the end of each stage, and models will be built using the schematic design package recently sent to bid and will be available in four to six weeks.

Concerning the bond risk, ***VC Gerdes*** asked staff if the City was overleveraging; ***Mr. Greene*** responded with his opinion that the City is not overleveraged, explaining the sources of guaranteed consistent cash flows that will cover the debt service and the downward trend of total debt service cost due to market changes. ***VC Gerdes*** asked if the forecasts completed were conservative enough; Debt Financing Director ***Anne Fritz*** discussed the various financial analyses conducted, expressing confidence in the City's ability to manage the debt. ***VC Gerdes*** asked if the financial contribution percentage for the stadium project was in line with the average contribution amount for a municipality; Inner Circle Sports Investment Banker ***David Abrams*** responded that it was in line with the national average and provided a list of recent construction examples providing between 40-60% of public financing. ***VC Gerdes*** asked for verification that the City's stadium contribution was capped at $287.5M with no additional risk exposure, ***Administrator Gerdes*** confirmed. ***VC Gerdes*** requested confirmation that the operation management, maintenance, capital expenditures (CapEx), and insurance costs were paid for by the Rays; ***Administrator Gerdes*** confirmed and relayed that the only expense remaining would relate to police costs outside of the stadium.

Regarding the examples of public financial percentage contributions to stadiums, ***CM Hanewicz*** called attention to the importance of unknown factors such as the community's budget and the breakdown of percentages from various types of municipalities (City, county, state).

After ensuring no other Council Members wished to speak, ***Chair Figgs-Sanders*** thanked the staff, representatives from Hines Rays, and the City Council for their diligence and collaborative discussion.

With no further business, the meeting was adjourned at 1:07 PM.

The following page(s) contain the backup material for Agenda Item: Committee of the Whole Meeting Minutes (July 25, 2024)
Please scroll down to view the backup material.

CB-21

City of St. Petersburg
Committee of the Whole
July 25, 2024 Meeting Minutes
City Hall, Room 100

Present: Chair Deborah Figgs-Sanders, Vice-Chair Copley Gerdes, Council Members Ed Montanari, Lisset Hanewicz, and Richie Floyd

Absent: Council Members Brandi Gabbard, Gina Driscoll, and John Muhammad

Also Present: City Administrator Rob Gerdes, Chief Assistant City Attorney Jeanine Williams, Assistant City Attorney Michael Dema, Public Works Administrator Claude Tankersley, Engineering Director Brejesh Prayman, Planning & Development Director Elizabeth Abernethy, Floodplain Manager Hannah Rebholz, 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 June 12, 2024 Minutes** – CM Hanewicz motioned for approval. All voted in favor.
4. **New Business** – July 25, 2024

New Business: Stormwater Master Plan

Engineering Director ***Brejesh Prayman*** began a presentation on the Stormwater Master Plan (SMP), highlighting the plan's objective and providing a timeline of the next steps. ***Mr. Prayman*** discussed the SMP's project development methodology, reviewing the data gathering and analysis used and the verification processes of public meetings, third-party independent review, and regulatory review. Next, ***Mr. Prayman*** explained the Multi Criteria Analysis (MCA) scoring system used to rank the projects identified in the Master Plan. Presenting several examples, ***Mr. Prayman*** demonstrated how regional projects could address multiple areas of flooding concerns and remove structures from the 100-year floodplain. ***Mr. Prayman*** reviewed the funding and implementation strategy, discussing opportunities to align resources and leverage traditional and alternative funding sources strategically. ***Mr. Prayman*** provided a progress update on each of the three phases of implementation that have occurred since the last Committee of the Whole discussion on May 25, 2023. ***Chair Figgs-Sanders*** requested an explanation of the term "A/E"; ***Mr. Prayman*** defined the acronym as "architect-engineer." ***Mr. Prayman*** explained that a dynamic viewer was developed to assist Emergency Operations Center (EOC) staff in responding to surge-impacted areas during storms. Public Works Administrator ***Claude Tankersley*** informed the committee that a grant-funded vulnerability assessment would be brought to the next City Council Meeting for approval. ***Chair Figgs-Sanders*** asked whether the surge impact map presented was from a previous storm or a future projection; ***Mr. Prayman*** clarified the map was generated during a previous storm based on tide data recorded and verified by staff observing impacts. ***Mr. Prayman*** detailed the impact of Florida State Senate Bill 7040 on the water quality, quantity, and future permitting requirements for stormwater.[1] ***Mr. Prayman*** discussed the recommended updates to the City Code that will return to the

[1] Governor Ron DeSantis approved Senate Bill 7040, Ratification of the Department of Environmental Protection's Rules Relating to Stormwater, on June 28, 2024.

committee for consideration once final guidance is received from the state level. ***Mr. Prayman*** reviewed how these updates will be analyzed to avoid possible conflicts that could result in rolling back requirements and will be cognizant of the pending development of permitting criteria and guidelines from the regulatory agencies. ***Mr. Prayman*** explained how changes to the construction site maintenance area of the City Code could protect residents and allow staff to issue the violations to a hired contractor who did not meet compliance rather than a property address.

CM Montanari asked for an additional explanation of enforcement measures; ***Mr. Prayman*** provided several scenarios and discussed how staff would partner with homeowners to assist with compliance. ***VC Gerdes*** asked if tracking occurs to monitor developers and contractors who require consistent warnings; Planning & Development Director ***Elizabeth Abernethy*** explained that the department increases site inspections when receiving complaints. Additionally, a stop work order can be issued, or violations can be escalated to the Pinellas County Construction Licensing Board (PCCLB). ***VC Gerdes*** asked if homeowners receive notification if a stop work order is issued to a contractor; ***Ms. Abernethy*** responded that, to the best of her knowledge, homeowners receive notification. ***VC Gerdes*** requested homeowners receive notification if contractors receive a fine or a stop work order. ***Mr. Prayman*** added that a GIS (Geographic Information Systems) database is used for violations on public right of way property, with the contractor in violation verified by SunBiz. Regarding the code updates, ***Chair Figgs-Sanders*** asked if conversations were in progress to address challenges; ***Mr. Prayman*** responded that the legal department is collaborating to ensure changes address issues and do not contradict. ***Chair Figgs-Sanders*** asked for the expected time frame to see revisions presented, ***and Mr. Prayman*** answered Winter 2024. ***CM Hanewicz*** asked what the financial impact of operation changes required by the new legislation will be, ***Mr. Prayman*** responded that an immediate effect is not anticipated because the requirements primarily impact site improvements. ***Ms. Abernethy*** added that as of October 1, 2024, business impact statements will provide feedback on any potential cost changes due to the legislation. ***VC Gerdes*** asked for information on the most significant 24-hour rain events in the last five and ten years. At a later point in the meeting, ***Mr. Tankersley*** answered that two occurrences of approximately five inches of rainfall occurred during Hurricane Hermine in 2016 and Tropical Storm Eta in 2020. ***VC Gerdes*** asked if an alert system to warn residents of potential flood issues was possible; ***Mr. Prayman*** responded that consideration was given with further logistics to be developed.

CM Montanari asked for a comparison of the Integrated Water Resources Master Plan (IWRMP) and the SMP; ***Mr. Tankersley*** explained that the reports are correlated; the IWRMP was rebranded as the St. Pete Water Plan as it deals with water, wastewater, stormwater, and natural resources, and reclaimed water. The St. Pete Water Plan was finalized prior to the SMP to meet the requirements of a consent order timeframe; the Stormwater Master Plan completes the final portion of the St. Pete Water Plan. ***CM Montanari*** asked if the SMP focuses on rainfall events, storm surge events, or both; ***Mr. Prayman*** responded that the plan does not look at storm surges, strictly rainfall, with consideration given to sea level rise. ***CM Montanari*** asked if regulation changes would impact the reclaimed water system; ***Mr. Tankersley*** responded that the current changes would not impact nutrient removal from reclaimed water; additional regulations anticipated to be released could. ***CM Montanari*** asked how new regulations would change planning for storm events; ***Mr. Prayman*** explained how factoring a 25-year/24-hour rainfall event would impact the planning and permitting process.

CM Hanewicz highlighted the challenge of explaining to residents how the extensive number of studies interact to formulate a cohesive plan; ***Mr. Prayman*** stated that he would work with marketing to develop informative graphics. ***CM Hanewicz*** asked why the level of service differs for roadways and buildings; ***Mr. Prayman***

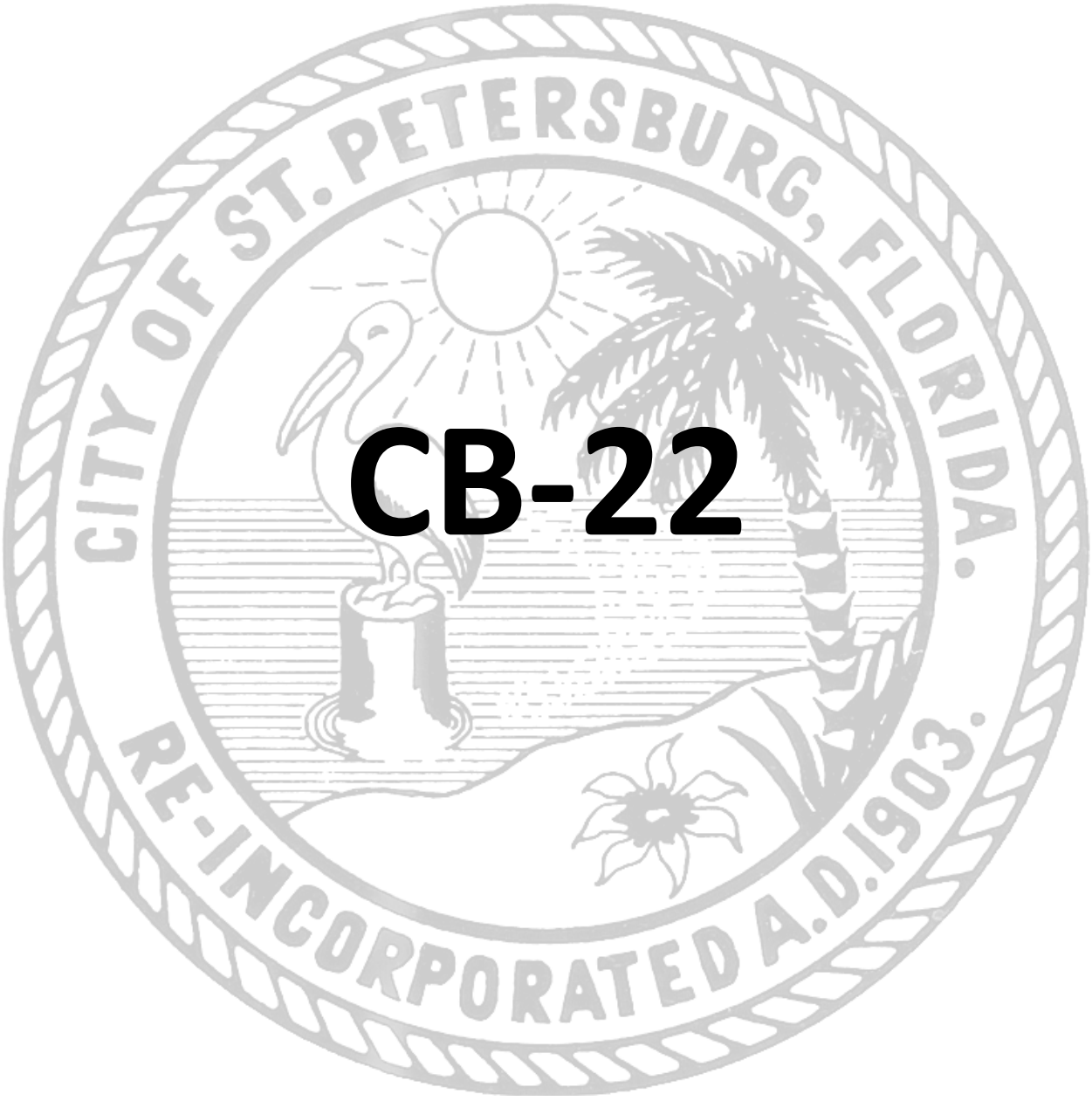
explained that building standards are connected to the floodplain CRS (Community Rating System) requirements. ***CM Hanewicz*** inquired about the CIP (Capital Improvement Program) funding needed; ***Mr. Tankersley*** responded that $17M of funding is requested for FY2024 (Fiscal Year) and $25M for FY2025. ***CM Hanewicz*** emphasized the need is more significant than the requested funding; ***Mr. Tankersley*** informed the committee that to complete the estimated $1B of work recommended, the City would need to budget $50M annually for twenty years.

CM Floyd asked why the change occurred to pivot from a 10-year/1-hour event to a 10-year/24-hour event; ***Mr. Prayman*** answered that the change would help modeling remain consistent when transitioning to the new state requirements. ***Ms. Abernethy*** informed the committee that adopting the SMP can assist the City with obtaining a CRS score of 5, improving flood insurance reductions for residents. ***CM Floyd*** requested additional information on the 100-year/24-hour event; ***Mr. Prayman*** explained that it is designed to demonstrate that development within a specific basin or floodplain will not push water elsewhere to flood another property and is monitored and enforced by the Water Management District. ***Mr. Prayman*** suggested scheduling one-on-one meetings with Council Members to review requested code changes before committee discussion. ***Chair Figgs-Sanders*** asked how projects could be moved up the ranking system for consideration; ***Mr. Prayman*** responded that individual stormwater rankings would be added to the rankings for seawall vulnerability to rank projects that best mitigate community risk.

VC Gerdes moved to send a proposed resolution adopting the Stormwater Master Plan to the August 15, 2024, City Council meeting; the motion passed unanimously.

With no further business, the meeting was adjourned at 3:22 PM.

The following page(s) contain the backup material for Agenda Item: Committee of the Whole Meeting Minutes (August 1, 2024)
Please scroll down to view the backup material.



CB-22

City of St. Petersburg
Committee of the Whole
August 1, 2024 Meeting Minutes
City Hall, Room 100

Present: Chair Deborah Figgs-Sanders, Council Members Brandi Gabbard, Ed Montanari, Gina Driscoll, John Muhammad, and Richie Floyd

Absent: Vice-Chair Copley Gerdes and Council Member Lisset Hanewicz

Also Present: City Administrator Rob Gerdes, Assistant City Administrator Tom Greene, City Attorney Jacqueline Kovilaritch, Chief Assistant City Attorney Jeanine Williams, Budget Director Liz Makofske, Community Enrichment Administrator Mike Jefferis, Interim Fire Chief Robert Bassett, Interim Chief Equity Officer Carl Lavender, Development Coordination Managing Director Chris Ballestra, Transportation and Parking Management Director Evan Mory, Public Works Administrator Claude Tankersley, Economic Development Director Brian Caper, and City Clerk Chan Srinivasa

Support Staff: Kimberly Amos, Legislative Aide

1. **Call to Order** – 2:30 PM
2. **Approval of Agenda** – CM Montanari motioned for approval. All voted in favor.
3. **Approval of May 7, 2024 Minutes** – CM Gabbard motioned for approval. All voted in favor.
4. **New Business** – August 1, 2024

New Business: FY2025 Recommended Budget

Budget Director ***Liz Makofske*** presented the FY2025 (Fiscal Year) Mayor's Recommended Budget, highlighting the proposed millage rate reduction and examples of the City Council priorities that are addressed. ***Ms. Makofske*** outlined the key areas of investment and capital improvement investments that are recommended and reviewed the changes that have occurred since the preliminary budget was presented. In a brief overview of the FY25 Budget, ***Ms. Makofske*** explained the operating budget revenues and planned expenditures, the general fund revenue budget and expenditures, and the Capital Improvement Program (CIP).

CM Montanari asked how the millage rate reduction is calculated; Assistant City Administrator ***Tom Greene*** explained that 96% of the gross taxable value is used as the baseline, and once organizational needs are determined, a cost-benefit analysis is conducted.[1] ***CM Montanari*** reiterated a two-tenths of a mill reduction as a FY25 budget priority. ***CM Montanari*** asked why funding for the innovative equity project had increased to $1.36M; ***Ms. Makofske*** responded that the project is budgeted for $1M since the preliminary budget was released, the department budget has been adjusted to correct funding that was inadvertently removed as well as a staff position change. ***CM Montanari*** requested information on two new library positions added; Community Enrichment Administrator ***Mike Jefferis*** explained that the positions replace previous staff cuts and provide a master's degree level employee onsite to assist with library operations. ***CM Montanari*** asked how the amount of $2M was determined for contingency funds; ***Mr. Greene*** answered that $1M is reserved for unforeseen

[1] The Ad Valorem Taxes needed to fund FY24 Operating Requirements is divided by 96% of Gross Taxable Value ($218,424,029 / $33,851,070,016 = 6.4525 Mills)

expenses, and the other $1M is earmarked for potential expenses associated with the Historic Gas Plant redevelopment. ***CM Montanari*** expressed concern with the amount of money borrowed from the Economic Stability Fund and reiterated his budget request to direct $1M to the fund in FY25.

CM Gabbard inquired about the lack of new equipment for fire and rescue in the CIP budget; Interim Fire Chief ***Robert Bassett*** explained that several engines and trucks have been pre-purchased, but production delays have created issues. ***CM Gabbard*** asked if the department had adequate staffing to fulfill needs; ***Chief Bassett*** responded that the current staffing was sufficient, but position changes would occur when Engine 1 came into service. ***Mr. Greene*** added that grants would be pursued to staff the engine once its production is in the final stages. ***CM Gabbard*** requested an update on the relocation of Fire Station 2, ***Chief Bassett*** informed the committee that the property had been purchased and the design phase was almost complete. ***CM Gabbard*** asked for additional information on the Five-Year CIP projections; ***Ms. Makofske*** explained the variances are based on the type of projects scheduled and the grants available for funding. ***CM Gabbard*** inquired if position increases were considered to assist with staffing needs related to the Historic Gas Plant Redevelopment; City Administrator ***Rob Gerdes*** responded that departmental needs are being evaluated and a factor in the request for contingency funds to be reserved. ***Ms. Makofske*** informed the committee that 45 staff positions citywide have been included in the Recommended FY25 budget and could provide additional assistance.

CM Driscoll supported CM Montanari's request to increase the Economic Stability Fund. ***CM Driscoll*** asked to consider funding the Clam Bayou Marine Science Center at $100K annually for five years. ***CM Driscoll*** requested an update on the Public Safety Training Facility; ***Administrator Gerdes*** answered that current planning is trending towards separating the Fire and Police Training Facilities with a potential site for a canine training facility in the negotiations process and a design professional evaluating a fire training facility at the Lake Maggiore site. ***CM Driscoll*** asked for an update on the Phillis Wheatley Rise to Read; Interim Chief Equity Officer ***Carl Lavender*** explained that the organization review period ends in September, and evaluation will occur to determine funding needs and applicability. ***CM Driscoll*** requested that 1% of the general operating budget be designated to the arts to mitigate the impact of funding vetoed by the state legislature. ***CM Driscoll*** proposed an agreement with the St. Pete Arts Alliance to assist with distributing grant funding for artists and organizations.

CM Muhammad supported the Clam Bayou funding request and showed interest in continuing the discussion to designate 1% of the budget to the arts once additional details were available. ***CM Floyd*** expressed his support for arts funding, requesting information on how other items in the budget would be impacted before a final decision. ***CM Floyd*** asked for consideration of funding for educational scholarships at Albert Whitted Airport. ***Administrator Gerdes*** expressed the Administration's willingness to continue discussions on arts funding but asked the committee to provide a consensus on the requested dollar amount and suggestions for budgetary reductions to accommodate the request. ***Administrator Gerdes*** relayed to the committee that assigning percentage amounts to a budgetary request was not the Administration’s preference.

Chair Figgs-Sanders expressed support for arts and requested that the Administration allocate as close to the $1M of lost funding as feasible. ***Chair Figgs-Sanders*** asked for additional consideration to support funding needs for Clam Bayou and the Lincoln Cemetery project. ***Chair Figgs-Sanders*** asked to consider funding for Albert Whitted Airport scholarships or collaborating with community partners to provide support if City funding is restricted. ***Chair Figgs-Sanders*** requested a comprehensive list of City Council priorities funded before individual meetings with staff; ***Mr. Greene*** confirmed the intention to provide this information during

one-on-one discussions. ***Administrator Gerdes*** requested feedback from committee members on how additional funding for the arts would be distributed. ***Mr. Greene*** and ***Ms. Makofske*** informed the committee that a $687K increase in art funding has occurred from FY24 to FY25. ***Chair Figgs-Sanders*** advocated for the prioritization of local artists when considering art projects. ***CM Gabbard*** requested clarification on a variance of funding allocated to the Florida Orchestra between two documents; ***Ms. Makofske*** explained that the funding totals $100K, with $62K from the City Development Administration (CDA) and $38K from Enterprise Facilities. ***CM Gabbard*** expressed support for additional funding for the arts, emphasizing the ability to support local artists, and requested intentional planning of how an increase would be utilized.

CM Montanari requested clarification on why the Pier Operating Fund budget increased by 20%; Development Coordination Managing Director ***Chris Ballestra*** discussed a one-time expense of $750K, reserved to celebrate the Pier's fifth anniversary, and a property tax increase of $250K as factors for the increased budget. ***CM Montanari*** asked for additional details on the planned celebration, ***and Mr. Ballestra*** explained that the funding is a placeholder for a series of events currently being planned. ***CM Montanari*** asked about funding in the CIP for Pier improvements to bathrooms and door replacements; ***Mr. Ballestra*** referenced a potential safety issue with doors caused by a wind vortex and explained that bathroom improvements are necessary to repair an area damaged by water. ***CM Montanari*** requested an update on the master planning process for the Dali Museum and Mahaffey Theater and asked if the current funding allocated was sufficient; ***Mr. Ballestra*** confirmed the funding was adequate for the current phase in progress, with deliverables returned to staff by early November. ***CM Montanari*** asked what maintenance and capital improvement projects are needed for the Mahaffey Theater; ***Mr. Ballestra*** explained that $6-10M of funding is required over the next ten years for repair or replacement of electrical work, roofing, and HVAC (Heating, Ventilation, and Air Conditioning) systems with opportunities for grant funding being pursued. ***CM Montanari*** requested an update on funding for a permanent ferry dock; Transportation and Parking Management Director ***Evan Mory*** responded that current funding is for the design phase, with construction costs undetermined. ***CM Montanari*** asked why the Enoch Davis Center line item was missing and referenced a notation at the bottom of page 242; ***Ms. Makofske*** explained that the fund summary only shows the five-year plan, and the notation refers to an assignment of fund balance to future projects. ***Administrator Gerdes*** informed the committee that South St. Petersburg TIF (Tax Increment Financing) funds are being considered for the Enoch Davis facility. ***Mr. Jefferis*** added that a feasibility study was recently completed, and the design firm has been selected. ***CM Montanari*** asked why spending has increased for the Water Resources Department; Public Works Administrator ***Claude Tankersley*** explained that an evaluation was conducted in FY24 on projects affected by supply chain and pandemic-related issues to prioritize capital spending and aspects of operation such as chemical costs have risen significantly. ***CM Montanari*** asked if a request to plant 1,000 trees was included in the budget; ***Mr. Tankersley*** responded the Office of Sustainability and Resilience is slated to plant 600 trees and needs to develop additional planting strategies to reach a goal of 1,000 annually. ***CM Montanari*** supported increasing arts funding but hesitated to commit to a specific percentage goal. ***CM Montanari*** referenced the TDC (Tourist Development Council) as a potential partner to assist with arts funding and Mahaffey Theater needs. ***CM Montanari*** expressed support for funding for Clam Bayou; ***Administrator Gerdes*** asked for clarification on what specific aspect of Clam Bayou should be funded. ***Chair Figgs-Sanders*** and ***CM Montanari*** responded with funding to support programming needs and ***Mr. Jefferis*** prioritized field trip endowments. ***CM Montanari*** reiterated his requests to reserve $1M for the Economic Stability Fund and to reduce the millage rate.

CM Driscoll clarified the request for funding at Albert Whitted Airport, including a five-hundred-dollar scholarship for mechanics, bringing the total amount requested to $16,500. ***CM Driscoll*** asked where the July

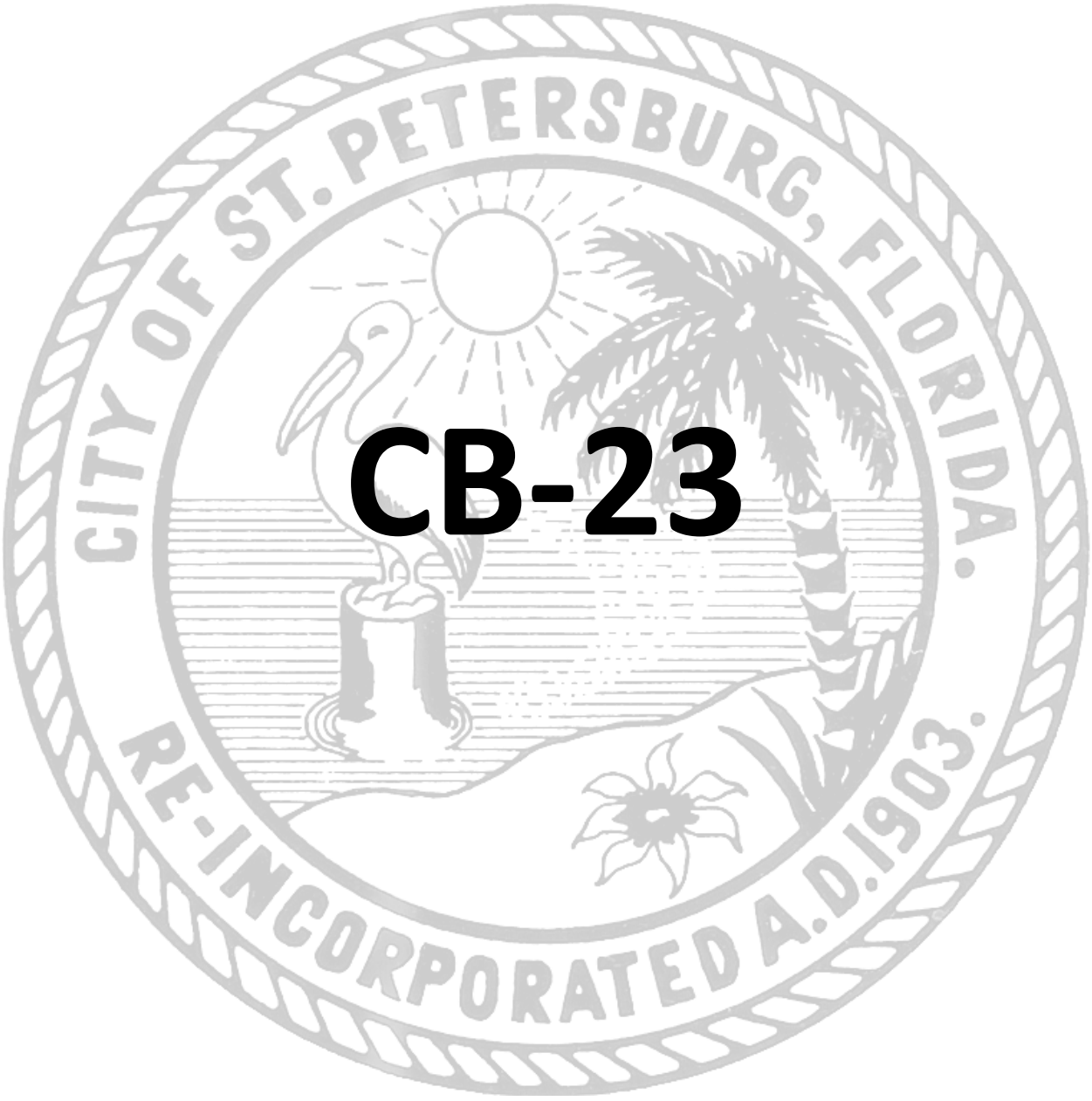
4th fireworks are in the budget, and ***Ms. Makofske*** responded the Pier Operating Budget. ***CM Driscoll*** asked for the New Year's Eve fireworks funding to be in the Pier Operating Budget and that the $50,000 allocated in the General Fund be redirected to the Warehouse Arts District Association for the Arts Exchange's outdoor stage. ***CM Driscoll*** asked if funds for specialty vehicles were being budgeted accordingly to accommodate production delays; ***Ms. Makofske*** explained the process to purchase has shifted with replacements budgeted a fiscal prior to ensure delivery prior to necessity. ***CM Driscoll*** requested clarification on rental increases for Marina tenants; ***Mr. Ballestra*** confirmed the increase as up to 10%, emphasizing that if the City Council approves the proposed contract with Safe Harbor Marinas, the anticipated operating budget for the Marina will change substantially. ***CM Driscoll*** requested consideration that any rent increases be capped at 5% and asked for the language to be clarified to read: "increase by up to 10%" in the finalized budget.

CM Muhammad asked if the planned staffing increases for education and youth opportunities addressed all department needs; ***Mr. Greene*** and ***Mr. Lavender*** discussed staffing plans to fulfill initiatives with reevaluation as needed. ***CM Muhammad*** requested an update on the Jordan Park gym reopening; ***Mr. Lavender*** explained that funding has been received at the state level to design a technical campus that may include the gym property. ***CM Muhammad*** asked about funding to assist neighborhoods with the technical requirements to execute grant funding; Economic Development Director ***Brian Caper*** referenced $100K of funding in the CIP and other opportunities through the South St. Petersburg CRA fund to assist associations and business corridors. ***CM Muhammad*** asked for consideration of funding for a land-use study of the preindustrial corridor along 5th and 9th Avenues South between 34th and 49th Streets. ***CM Muhammad*** expressed interest in continuing the discussion on how percentage assignments versus dollar amounts would impact budget planning.

Chair Figgs-Sanders requested committee feedback to bring an administrative update on the FY25 budget to the next scheduled Committee of the Whole meeting on August 22, 2024. ***CM Driscoll*** motioned $100,000 to be allocated from the Literacy and STEM programs portion of the budget to the Clam Bayou Marine Science Center and be a recurring item for five years. ***Chair Figgs-Sanders*** expressed her reluctance to vote on funding requests without determining the impact of other initiatives. ***CM Floyd*** asked if the Administration remained concerned with public access issues for Clam Bayou; ***Mr. Jefferis*** responded the concerns were related to access to the dock as a public facility, not programming requests. ***CM Muhammad*** relayed shared concerns about reallocating funding without knowing the impact. ***CM Driscoll*** withdrew the motion and supported continued discussion on requested changes at the next Committee of the Whole meeting.

With no further business, the meeting was adjourned at 4:43 PM.

The following page(s) contain the backup material for Agenda Item: Budget, Finance & Taxation Committee Meeting Minutes (August 8, 2024)
Please scroll down to view the backup material.



CB-23

City of St. Petersburg
Budget, Finance and Taxation Committee
August 8, 2024 Meeting Minutes
City Hall, Room 100

Present: Committee Chair Copley Gerdes, Committee Vice-Chair Ed Montanari, Council Chair Deborah Figgs-Sanders, and Council Member Lisset Hanewicz.

Absent: None

Also Present: Assistant City Administrator Tom Greene, Chief Assistant City Attorney Jeannine Williams, Budget and Management Director Liz Makofske, Chief Financial Officer Erika Langhans, City Treasurer Tom Hoffman, Finance Controller Manager David Goddu, Risk Manager Blaise Mazzola, and Deputy City Clerk Jordan Wilson.

Support Staff: Jayne Ohlman – Senior Legislative Aide

1. Call to Order – 10:50 AM
2. Approval of Agenda – CM Hanewicz motioned for approval. All voted in favor.
3. Approval of July 25, 2024 Minutes – CM Figgs-Sanders motioned for approval. All voted in favor.
4. New Business – August 8, 2024

Annual Review of the City's Fiscal Policies and Proposed Changes – *Liz Makofske, Budget & Management Director, and Erika Langhans, Chief Financial Officer*

Budget and Management Director Liz Makofske and Chief Financial Officer Erika Langhans presented the proposed modifications to the City's Fiscal Policies for Fiscal Year 2025. The City maintains a comprehensive set of fiscal policies that guide the City's financial management practices. Initially approved by the City Council in 1980, the policies are reviewed annually as part of the budget process and revised as needed.

The first recommended change concerns the General Fund target fund balance. The current target balance is 12%, and the recommended change is to increase the target to 14.67% of the current year's adopted budget. Ms. Makofske noted that the target is reviewed annually and adjusted as needed to maintain an unrestricted fund balance equivalent to two months (16.7%) of the current year's appropriation.[1] Additionally, increasing the target will help maintain the City's bond ratings.

The second recommended change relates to the Technology and Infrastructure Fund. Currently, the fund has no fund balance target; therefore, the recommendation is to establish a target fund balance specific to the portion of the fund balance associated with PC, laptops, and tablet replacements.

The third proposed change relates to the Health Insurance Fund target and proposed a change to the target fund balance to only three months of the current year appropriation (25%). The GFOA recommends that governments consider utilizing a risk-based reserve analysis to determine the appropriate level of reserves. The City believes that utilizing 25% of the annual appropriate budget is sufficient as the Health Insurance Fund claims are considered short-term compared to other insurance funds in the City. The short-term claims incurred but not yet reported are included in the annual appropriation process. Reserve funding will be included in premium rates.

[1] The Government Finance Officers Association (GFOA) recommends, at a minimum, that governments, regardless of size, maintain unrestricted budgetary fund balance in their general fund of no less than two months of regular general fund operating revenues or regular general fund operating expenditures.

The fourth and fifth proposed changes relate to the General Liability Claims Fund and Workers' Compensation Fund targets. For both funds, the proposed change seeks to change the target fund balance by setting it to the 75% confidence level of the annual actuarial study, considering the fund's annual appropriation amount. Ms. Makofske explained that the GFOA recommends that governments consider utilizing a risk-based reserve analysis to determine the appropriate level of reserves, and the City believes that utilizing the annual actuarial study is the most effective method for calculating the target fund balance for these two funds.[2]

The final proposed change is the clean-up of the language in the Pay-as-you-go Improvements section, which currently references the target goal to fund utility capital improvements of 50% cash and other resources and 50% bond funding. The revised language will clarify that the target has been met.

Committee Vice-Chair Montanari reminded the committee of his previous request to revise the City's fiscal policies to ensure that interfund loans from the Economic Stability Fund do not exceed $5 million. CM Montanari also reminded the committee of the 2021 resolution, wherein the City Council approved using the Economic Stability Fund for interfund loans in a combined amount not exceeding $5 million to support investments in affordable housing projects.[3] CM Montanari stated that his proposal, which was discussed at the March 28, 2024, BFT committee meeting, resulted from the Deuces Rising project and the interfund loan for that project, which exceeded $5 million.[4] At the March committee meeting, CM Montanari proposed adding language to the fiscal policies to set the maximum amount of interfund loans not to exceed $5 million. CM Montanari stated that he wants the committee and the Administration to revisit the proposal because he feels it is prudent to memorialize the 2021 resolution in the City's fiscal policies.

Assistant City Administrator Tom Greene expressed concern with limiting flexibility from the Economic Stability Fund, especially with a dollar amount threshold. Mr. Greene explained that City staff would continually evaluate all funding avenues before asking the City Council to authorize an interfund loan. And when there is a request for an interfund loan, there is an identified source of repayment and a prescribed plan.

Council Chair Figgs-Sanders explained that she understands where CM Montanari is coming from but stated that she understands the need for flexibility. Additionally, she noted that the City Council would have to approve any interfund loan and ultimately have the final say.

Ms. Makofske clarified that the 2021 resolution set the $5 million limit for transfers from the stability fund to the Affordable Housing Credit Facility, while the interfund loan for the Deuces Rising townhome project was a transfer to the Housing Capital Improvement Fund.

Council Member Hanewicz questioned the binding nature of the 2021 resolution and noted that there are other restrictions for the use of the Economic Stability Fund in the City's fiscal policies.

Committee Chair Gerdes cautioned against limiting the City's ability to fully utilize the economic stability fund. CM Gerdes also reminded the committee that at the March meeting, he suggested that rather than taking a vote on the motion presented by CM Montanari, the committee would keep the item on the referral list and continue the discussion to find an agreeable solution. However, at that meeting, CM Montanari requested the vote, and it failed, which removed the item from the committee's referral list.

---

[2] The annual actuarial study provides the City the funding requirement at 75% confidence in accordance with Government Accounting Standards Board Statement No. 10 ("GASB 10").

[3] See City Council Resolution 2021-105, March 4, 2021.

[4] For background, the City Council was asked to approve an interfund loan for $5,980,000 from the Economic Stability Fund to the Housing Capital Improvement Fund to construct 24 affordable and workforce housing units. See City Council Resolution 2024-28, January 18, 2024.

CM Montanari made a motion to approve the proposed fiscal policy changes, with the addition of language to the Economic Stability Fund section stating that "the maximum amount of interfund loans will not exceed $5 million." The motion failed with CM Montanari voting yes and CM Gerdes, Figgs-Sanders, and Hanewicz voting no.

CM Gerdes made a motion to approve the proposed fiscal policy changes as presented. All members voted in favor.[5]

Third Quarter Budgetary Analysis & Fund Balance Reports – *Liz Makofske, Budget & Management Director*

Budget and Management Director Liz Makofske detailed the Fiscal Year 2024 third quarter budgetary analysis, fund balance report, and stoplight report.[6] For the third quarter, 37 of the 41 selected funds are operating within an acceptable variance of less than 2% from expected. The remaining four funds are projected to have year-end fund balances of 5% or more below target.

Next, Ms. Makofske explained that based on actual revenue collected as of June 30, 2024, and projections for FY 24, the general fund would collect an estimated $375.940 million in revenue, exceeding both the adopted and amended revenue budget. In contrast, the total estimated expenditures are $385.100 million, of which $6.070 million were encumbrances in FY 23 but are set to become actuals in FY 24. As a result, an estimated fund balance of $3.090 million will be used to cover the current year's obligations. The majority of the estimated use of fund balance can be tracked to the FY 23/24 budget reconciliation (i.e., Budget Clean-up), with a $8.611 million impact to the General Fund and the overage of $1.858 million, both of which were offset by the higher than budgeted revenue at $8.724 million. This is an improvement over the FY 24 amended budget, which reflects a $9.956 million use of fund balance and is slightly higher than the second quarter estimate, which estimated a $2.602 million use of fund balance.

Ms. Makofske noted that the beginning fund balance of the general fund includes $1,792,645 of unspent or unencumbered BP resources. As of the end of the third quarter, all $6,477,796 of the initial BP resources have been appropriated, and any unspent funds will be rolled over to FY 24.[7]

Ms. Makofske provided an overview of the fund balance targets established by the City's fiscal policies. The first target states that the unappropriated fund balance of the general fund will be 12% of the annual appropriation in the fund, excluding any transfer to the Economic Stability Fund.[8] For FY 24, the City's 12% target equals approximately $43.178 million. Based on third-quarter estimates, the year-end projection is about $68.241 million in unappropriated fund balance, exceeding the 12% target by $25.063 million.

The other target that applies to the general fund group is to have an unappropriated fund balance in the group of funds equal to 20% of the collective appropriation. For FY 24, the 20% target equates to $72.305 million, and the projected year-end unappropriated fund balance is $103.098 million, exceeding the 20% target by $30.793 million.

---

[5] The fiscal policy changes will be brought to the City Council as part of the FY 2025 budget public hearing process scheduled for September 12 and September 26.

[6] The stoplight report provides a snapshot of quarterly performance with selected operating funds' revenue and expense projections. The stoplight report separates the BP-funded investments and the revenues/expenditures associated with the CARES Act from the true operating revenue and expenses within the general fund.

[7] During the first quarter of FY 22, the City received $1,063,567 in additional BP proceeds. The stoplight reports show the additional revenues received by the City but will not show in the expenditure estimate until a plan to spend the proceeds is approved. The expenditure of these funds when it occurs will increase the use of General Fund balance by $1,063,567.

[8] Increased from 10% as part of the FY 24 Fiscal Policy changes.

Ms. Makofske continued with updates on the Water, Stormwater, and Sanitation Operating Funds. The Water Resources Operating Fund is performing better than budget expectations as of the third quarter, with an estimated increase in fund balance of $3.331 million, and it is expected to meet or exceed its fund balance target at the end of FY 24.

The Stormwater Utility Operating Fund is performing below budget expectations, with an estimated use of fund balance of $3.632 million. However, the fund is estimated to be over budget in FY 24 due to measures taken to address the City's recent coastal high-water events and is still expected to meet its fund balance target at the end of FY 24.

The Sanitation Operating Fund is performing better than budget expectations, with an estimated increase in fund balance of $916,000, and it is expected to meet or exceed its fund balance target at the end of FY 24.

Ms. Makofske concluded with the American Rescue Plan Act (ARPA) Fund status update. Ms. Makofske reminded the committee that the City received $45,413,870, and as of the end of the third quarter, only $304,000 remains unappropriated. Ms. Makofske stated that the remaining funds were appropriated on July 18, when the City Council approved the Healthy Food Action Plan Program.

Council Member Hanewicz asked Ms. Makofske to elaborate on the below target projects for the internal service funds for health insurance and general liabilities. Ms. Makofske explained that achieving an at-target or above-target fund balance for the health insurance fund is an ongoing priority, and they plan to address modifying the current target for that fund during the annual review of the fiscal policies.

Third Quarter Financial & Investment Reports – *Erika Langhans, Chief Financial Officer, Tom Hoffman, City Treasurer, and David Goddu, Finance Controller Manager*

City Treasurer Tom Hoffman provided an overview of the City's financial results for the third quarter and the nine months ending June 30, 2024. Beginning with the investment report, Mr. Hoffman stated that the current amortized book value of all holdings governed by the City's General Investment Policy is $1.185 billion with a corresponding market value of $1.168 billion, resulting in an unrealized loss of $16.2 million. Included in the calculation for total unrealized loss is the market value loss of $114,519 for the BlackRock holdings. Therefore, excluding the BlackRock holdings, the City-managed portfolio reports a $16.1 million unrealized loss.[9]

Combining all sources of interest income earnings for the twelve months preceding June 30, 2024, the City's investment earnings were $44.2 million, for an average return of 3.92%. The return for the third quarter was 4.16%. During the third quarter, maturities were held for the face amount of $54.6 million. Instruments purchased during the third quarter totaled $58.5 million, and $29 million were called.

Next, Mr. Hoffman stated that the current amortized book value of the Alternative Investment Portfolios is $32.4 million, with a corresponding market value of $49.3 million and a total unrealized gain of $16.9 million. The total amortized book value of the General and Alternative Investment Policies combined is $1.217 billion, and the market value is $1.218 billion, with a total unrealized gain of $700,000.[10]

[9] The change in market value of the City's investments fluctuates daily and the change in market value will not be realized unless the instrument is sold or impaired.

[10] The deposit and investment of all city monies is governed to the extent permitted by Section 2-102 and 2-104 of City Code, as well as the Investment Policy for Municipal Funds and the Alternate Investment Policy (Preservation Reserve Fund, Weeki Wachee Fund, Environmental Preservation Fund, Water Cost Stabilization Fund). The policies were prepared in accordance with Chapter 218.415, Florida Statutes, which governs the city's investment activities.

Next, Mr. Hoffman provided an update on the Parks Preservation (Weeki Wachee) Fund, noting that the portfolio's third-quarter book value is $15.9 million, with a corresponding market value of $18.8 million and an unrealized gain of $2.9 million. In addition, Mr. Hoffman explained that during the reporting period, the fund received interest and dividend income earnings totaling $370,745 and an unrealized investment gain of about $1.999 million.

Next, Finance Controller Manager David Goddu provided an overview of the outstanding governmental and enterprise debt as of June 30, 2024. Enterprise debt includes the following funds: Water Resources, Stormwater, Sanitation, Marina, and Equipment Replacement. The total General Governmental Debt (principal and interest) as of June 30, 2024, is $67,505,824, a decrease from the $68,337,714 reported at the end of the second quarter. Fiscal year-to-date principal and interest payments, $9.8 million and $1.7 million (net of interest subsidy), respectively, are excluded in the debt summary report.

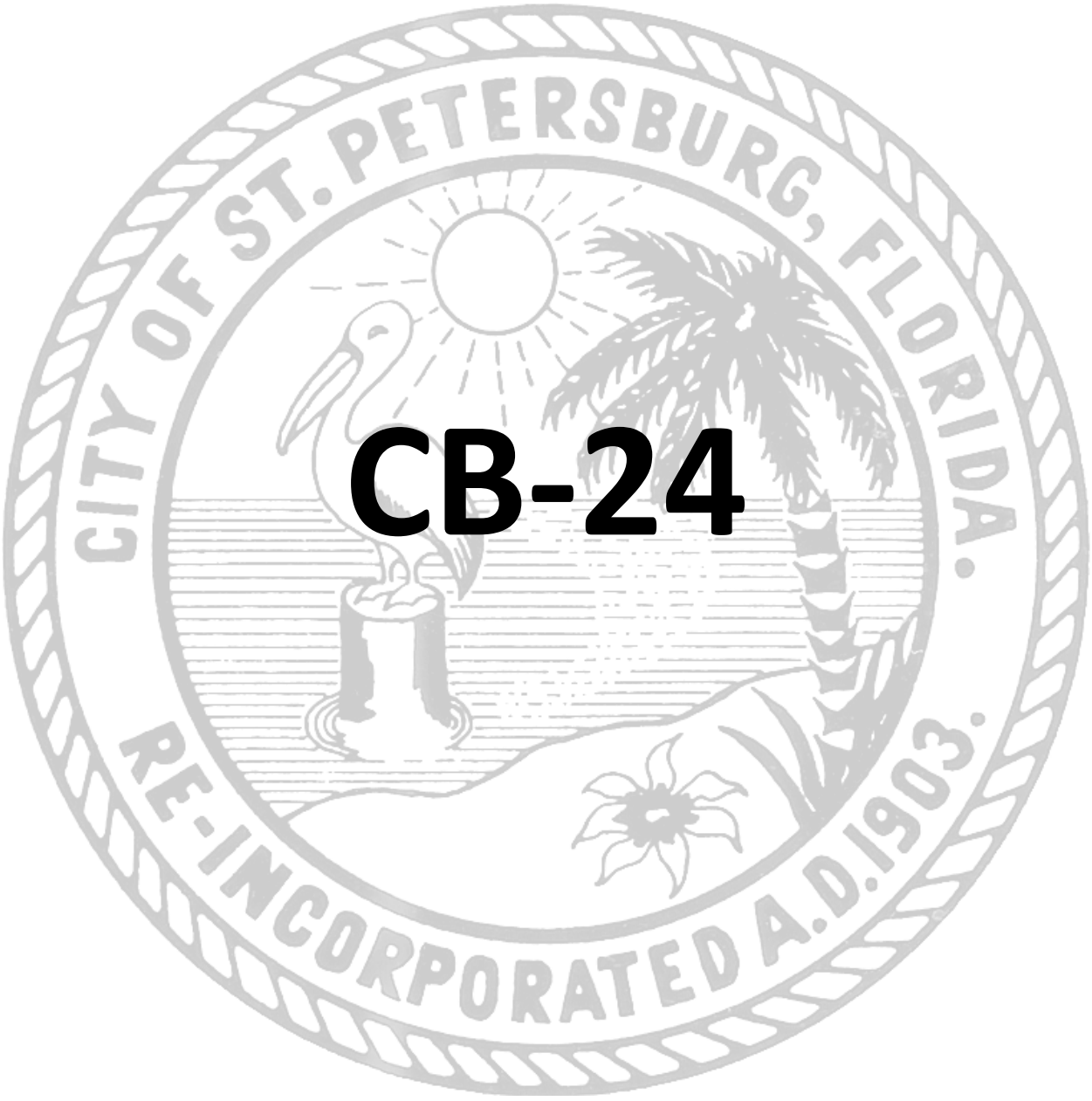
Ms. Langhans continued with a summary of the City's Employee Retirement Fund, Fire Pension Fund, and Police Pension Fund ("the Plans") as of June 30, 2024. Mr. Goddu noted that during the first nine months of FY 24, the Plans experienced aggregate interest and dividend income earnings of approximately $22.3 million, with realized and unrealized investment gains of $148.1 million. In comparison, during the first nine months of FY 23, the Plans experienced aggregate interest and dividend income earnings of approximately $20.1 million, with realized and unrealized investment gains of $149 million.

Next, Ms. Langhans provided a review of the budget versus actual reporting, which includes summarized financial information for each fund, fund balance reconciliation, detailed general fund group budget versus actual data, and budget versus actual statements for all operating funds.

Lastly, Ms. Langhans noted that the City has a request for proposals (RFP) out for an Investment Advisor. The advisor would be in a hybrid role to assist the City in its reporting requirements and ensure it is preserving its investments while maximizing growth.

CM Gerdes adjourned the meeting at 12:00 PM.

The following page(s) contain the backup material for Agenda Item: A resolution authorizing the Mayor or his designee to accept additional grant funds in the maximum reimbursement amount of $141,737.21 from the Florida Department of Law Enforcement (“FDLE”) for the FY23-24 State Assistance for Fentanyl Eradication in Florida Program and to execute all documents necessary to effectuate receipt of these additional grant funds; approving a supplemental appropriation in the amount of $141,737.21 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional grant revenues, to the Police Department, Fiscal Support Division (140-1389), FDLE Safe FY24 project (20182); and providing an effective date.
Please scroll down to view the backup material.



CB-24

St. Petersburg City Council
Consent Agenda
Meeting of September 5, 2024

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

SUBJECT: A resolution authorizing the Mayor or his designee to accept additional grant funds in the maximum reimbursement amount of $141,737.21 from the Florida Department of Law Enforcement for the State Assistance for Fentanyl Eradication (SAFE) in Florida Program and to execute all documents necessary to effectuate receipt of this grant; approving a supplemental appropriation in the amount of $141,737.21 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional grant revenues, to the Police Department, Fiscal Support Division (140-1389), FDLE SAFE FY24 Project (20182); and providing an effective date.

EXPLANATION: The Florida Department of Law Enforcement (FDLE) has selected the City of St. Petersburg, Florida on and for the behalf of the St. Petersburg Police Department (Department) to be a recipient of FY23-24 SAFE in Florida Program.

The Agreement provides that FDLE will reimburse recipients of this grant award for eligible costs related to the program. To receive SAFE funds, the recipient will submit a Case Request form to the SAFE Executive Board for approval of funding for each individual case. Upon approval of the case for funding, the recipient shall submit an addendum Funding Request form showing estimated expenditures and the amount of funding requested.

St. Petersburg Police Department has submitted a pre-approval request addendum for funds in the amount of $141,737.21 for overtime expenses related to an operation to combat fentanyl sales in the City of St. Petersburg, Florida. The SAFE Executive Board has pre-approved these funds and requires these agreements to be executed in order to proceed with reimbursement.

In order to receive this grant, the City is required to execute a grant agreement that includes a few provisions that are contrary to the City's standard terms and conditions. Most notably, the agreement includes a provision requiring the parties to participate in an alternative dispute resolution process.

RECOMMENDATION: The Administration recommends that City Council adopt the attached resolution authorizing the Mayor or his designee to accept additional grant funds in the maximum reimbursement amount of $141,737.21 from the Florida Department of Law Enforcement for SAFE in Florida Program and to execute all documents necessary to effectuate receipt of this grant; approving a supplemental appropriation in the amount of $141,737.21 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional grant revenues, to the Police Department, Fiscal Support Division (140-1389), FDLE SAFE FY24 Project (20182); and providing an effective date.

COST/FUNDING INFORMATION: Revenues of up to $141,737.21 are to be received from the Florida Department of Law Enforcement and deposited into the General Fund (0001). Funds will be available after the approval of a supplemental appropriation in the amount of $141,737.21, from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional grant revenues, to the Police Department, Fiscal Support Division (140-1389), FDLE SAFE FY24 Project (20182).

Attachments: Resolution
Grant Agreement

Approval

Administration: *Megan McGee* Budget _____

2024-

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT ADDITIONAL GRANT FUNDS IN THE MAXIMUM REIMBURSEMENT AMOUNT OF $141,737.21 FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT ("FDLE") FOR THE FY23-24 STATE ASSISTANCE FOR FENTANYL ERADICATION IN FLORIDA PROGRAM AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE RECEIPT OF THESE ADDITIONAL GRANT FUNDS; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $141,737.21 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), RESULTING FROM THESE ADDITIONAL GRANT REVENUES, TO THE POLICE DEPARTMENT, FISCAL SUPPORT DIVISION (140-1389), FDLE SAFE FY24 PROJECT (20182); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Law Enforcement (FDLE) previously selected the City of St. Petersburg, Florida on and for the behalf of the St. Petersburg Police Department ("Department") to be a recipient of a FY23-24 State Assistance for Fentanyl Eradication (SAFE) in Florida Program grant in the amount of $400,000 ("Original Grant"); and

WHEREAS, the City and FDLE entered into a financial assistance agreement and mutual aid agreement ("Grant Agreement") effective retroactively from July 1, 2023, through June 30, 2025, for reimbursement to the City of eligible costs up to the Original Grant amount; and

WHEREAS, since that time, the City applied for and has been awarded additional funds in the amount of $141,737.21 under the same SAFE program; and

WHEREAS, a supplemental appropriation in the amount of $141,737.21 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional grant revenues, to the Police Department, Fiscal Support Division (140-1389), FDLE SAFE FY24 Project (20182) is required; and

WHEREAS, the City and FDLE will execute an amendment to the Grant Agreement to add the additional grant funds; and

WHEREAS, the total amount of SAFE program grant funds awarded by FDLE to the City under the FY23-24 SAFE program is 541,737.21.

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 accept additional grant funds in the maximum reimbursement amount of $141,737.21 from the Florida

Department of Law Enforcement for the FY23-24 SAFE in Florida Program and to execute all documents necessary to effectuate receipt of these additional grant funds.

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 FY24:

General Fund (0001)	
Police Department, Fiscal Support Division (140-1389),	
FDLE SAFE FY24 Project (20182)	$141,737.21

This Resolution shall take effect immediately upon its adoption.

Approvals:

Legal: _____ Administration: *Megan McGee*

Budget _____

00763884

FUNDING REQUEST

FY23-24 STATE FINANCIAL ASSISTANCE FOR FENTANYL ERADICATION (S.A.F.E.) IN FLORIDA PROGRAM

PROJECT ACTIVITIES AND TIMELINE

Grant funds will be used to conduct investigations designed to combat illegal fentanyl activity as approved by the S.A.F.E. Executive Board. The Recipient will be responsible for the tasks and activities defined in the requested case, referenced below.

DESCRIPTION AND/OR CASE NAME	BUDGET REQUEST AMOUNT	ANTICIPATED START DATE	ANTICIPATED COMPLETION DATE
Operation Cookie Dough	$ 141,737.21	7/14/2024	8/22/2024

☐ Initial Request ☒ Supplemental Request

BUDGET

Is this case being funded by another agency, grant, or other funding source?

☐ No

☒ Yes (please provide details below)

An approved FDLE SAFE grant is currently funding this case. **This is a 2nd addendum to the original request for additional funding needed to cover incurred expenditures in overtime in the amount of $141,737.21**

To support the activities defined in the referenced case, check any categories below that are anticipated costs:

☒ Overtime for personnel (including overtime fringe benefits)

☐ Travel Costs

☐ Supplies

☐ Contractual Service (transcription services, etc.)

☐ Equipment

☐ Training

☐ Other Costs (Title III Cost Details, Undercover Payments, etc. Explain below.):

Pre-approval for equipment and trainings is required. Please include as much information as possible in the description. Outside of investigative costs, priority will be given to send fiscally constrained counties to the appropriate drug investigation trainings.

CATEGORY	DESCRIPTION	TOTAL COST
Equipment (OCO)	Overtime Expenditures – (Approx. amount used in past wire cases for 2 months)	$141,737.21
Training		
Equipment/Trainings Request Subtotal (this subtotal should be part of the total budget amount above)		**$141,737.21**

RECIPIENT CONTACT INFORMATION

RECIPIENT GRANT MANAGER	
Name:	Zulekha Foulen
Title:	Special Projects Manager
Address:	1301 1st Avenue North
Phone:	727-551-3255
Email:	zulekha.foulen@stpete.org

RECIPIENT CHIEF OFFICIAL	
Name:	Michael Kovacsev
Title:	Assistant Chief
Address:	1301 1st Avenue North
Phone:	727-892-5129
Email:	michael.kovacsev@stpete.org

RECIPIENT CHIEF FINANCIAL OFFICER	
Name:	Pamela West
Title:	PD Finance Manager
Address:	1301 1st Avenue North
Phone:	727-892-5242
Email:	pamela.west@stpete.org

AGENCY INFORMATION	
Agency Name:	St Petersburg Police Department
FEID/FEIN:	
Remittance Address:	1301 1st Avenue North, St Petersburg, Florida 33705

I hereby certify that I have reviewed the request above and find them necessary for program activities. I am the signing authority or have been delegated as such by the appropriate official. Information regarding the signing authority is available for review if needed.

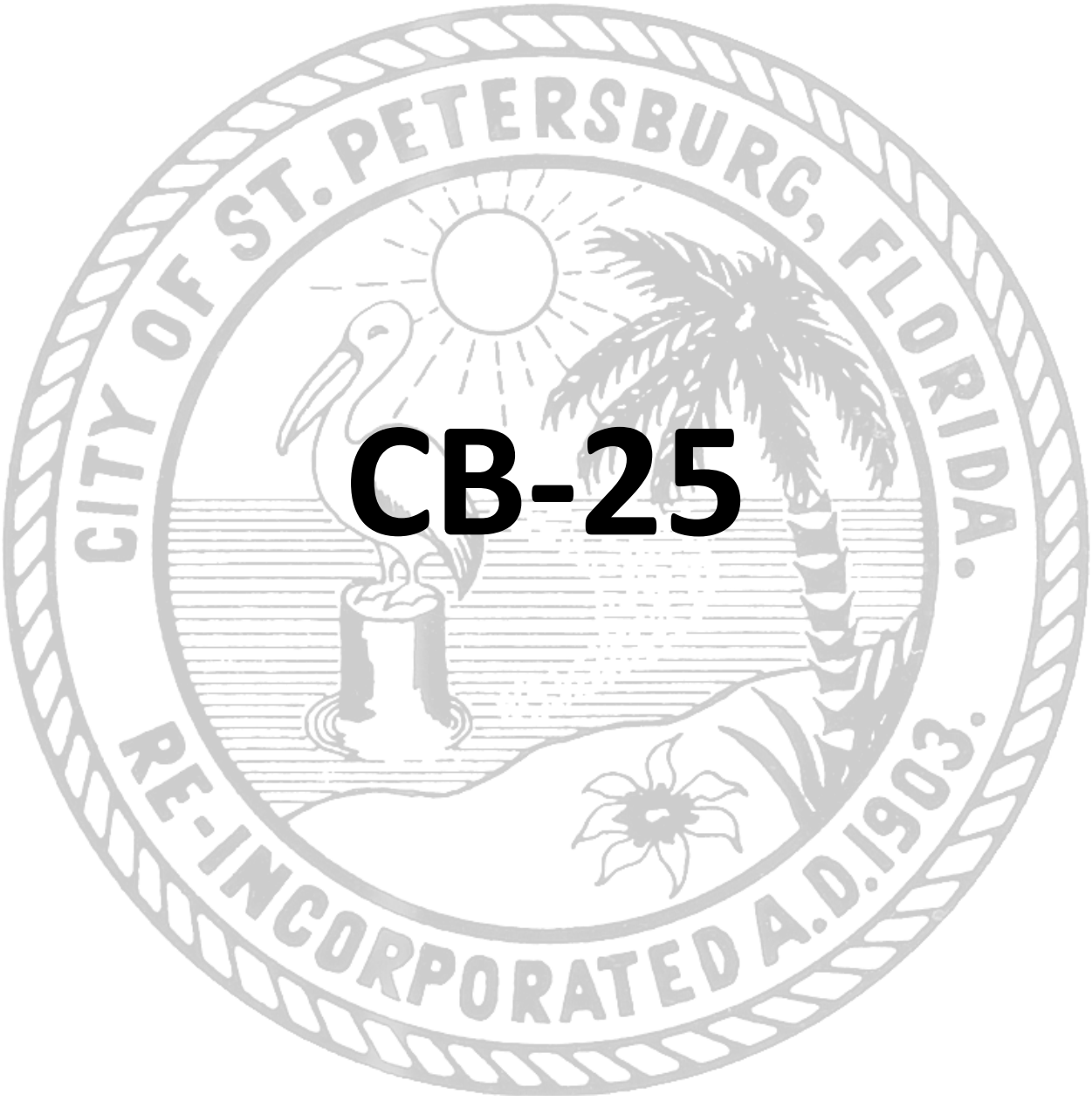
Michael Kovacsev	8/22/2024	Assistant Chief Michael Kovacsev
Recipient Chief Official or Designee Signature	Date	Recipient Chief Official or Designee Printed Title and Name

FOR FDLE USE

FDLE Case #:	TM-18-0262
Approved Amount:	
Comments:	

	8/23/24	Mark Brutnell
FDLE Special Agent in Charge (SAC) Signature	Date	FDLE SAC Printed Name
FDLE S.A.F.E. Executive Board Member Signature	Date	FDLE S.A.F.E. Executive Board Member Printed Title and Name

The following page(s) contain the backup material for Agenda Item: A resolution appointing Max McCann and Councilmember Deborah Figgs-Sanders to the Governing Board of the Pinellas Suncoast Transit Authority; and providing an effective date.
Please scroll down to view the backup material.



CB-25

Resolution No. ____

A RESOLUTION APPOINTING MAX MCCANN AND COUNCILMEMBER DEBORAH FIGGS-SANDERS TO THE GOVERNING BOARD OF THE PINELLAS SUNCOAST TRANSIT AUTHORITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg has three appointments to the governing board of the Pinellas Suncoast Transit Authority ("PSTA Board") and the term for two of the three appointments ends on September 30, 2024; and

WHEREAS, each appointed member of the PSTA Board must be a person who is a qualified elector of the county with an outstanding reputation for civic pride, interest, integrity, responsibility, and business ability; and

WHEREAS, Max McCann meets the qualifications for appointment to the PSTA Board and desires appointment; and

WHEREAS, Councilmember Deborah Figgs-Sanders meets the qualifications for appointment to the PSTA Board, is currently serving in one of the two City Councilmember positions on the PSTA Board, and desires reappointment; and

WHEREAS, the appointments are for a three-year term beginning on October 1, 2024, and ending on September 30, 2027.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that Max McCann is appointed to the City's non-elected member position on the PSTA Board for the term beginning October 1, 2024 and ending on September 30, 2027, and Deborah Figgs-Sanders is appointed to the City's elected member position on the PSTA Board, for the term beginning October 1, 2024 and ending on September 30, 2027.

This resolution shall become effective immediately upon its adoption.

LEGAL:

/s/Jeannine S. Williams

_____