

# COUNCIL MEETING

Municipal Building  
175-5<sup>th</sup> Street North  
Second Floor Council Chamber

CITY OF ST. PETERSBURG

**December 5, 2024**  
**1:30 PM**

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

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

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

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

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

- Watch live on Channel 15 WOW!/Channel 641 Spectrum/Channel 20 Frontier FiOS
- Watch live online at [www.stpete.org/TV](http://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: 924 1869 6217#

- Watch, listen, and participate on your computer, mobile phone, or other device by visiting the following link: <https://zoom.us/j/92418696217>

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.

**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:**

Chief of Police James J. Mitchell- December 25, 1905

Officer James J. Goodson December 25, 1947

Firefighter George W. Ludwig- December 19, 1966

**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 December 12, 2024 as the public hearing date for the following proposed Ordinance(s):

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

2. Ordinance 605-H, An ordinance concerning amendment of the City’s 99-year lease of waterfront property for use by the Dali Museum to allow for expansion of the museum, as conditionally authorized by the referendum called by City ordinance 512-H and approved on November 8, 2022; making findings concerning such an amendment; approving such an amendment; providing for severability; and providing an effective date.

**F. Reports**

1. A resolution superseding Resolution 2024-355; confirming the creation of a Codes Compliance Assistance Program for eligible homeowners; authorizing the Mayor or his designee to establish administrative procedures necessary to effectuate the intent of this resolution; and providing an effective date.
2. A Resolution superseding the Foreclosure Lot Disposition Policy procedures as set forth in City Council Resolutions 2018-211, 2019-593, and 2021-173 with the Affordable Lot Disposition Program procedures set forth in this resolution; authorizing the Mayor, or his designee, to execute all documents necessary to effectuate same; and providing an effective date.
3. Current status of the Resilient St. Pete Action Plan, the City Owned Seawall Study, The City of St. Pete Vulnerability Study, and all other infrastructure and resiliency plans and plan updates currently underway. This report should include a recap of all funding for resilient infrastructure contained within the FY 2025 budget.
4. Approving a resolution adopting a First Amendment to Declaration of Restrictions regarding Citrus Grove Apartments; and providing an effective date.
5. A Resolution approving amendments to the South St. Petersburg Community Redevelopment Area (CRA) “Rapid Roof Replacement Program”, to expand eligible properties to include those in need of roof repair or replacement due to damage from Hurricane Helene or Hurricane Milton; and finding the expenditure of TIF funds for the proposed consistent with the intent of the South St. Petersburg Community Redevelopment Plan and with the CRA’s “Rapid Roof Replacement Program”; and providing an effective date.
6. Stadium Bonds Series 2024 A, Series 2024 B and Historic Gas Plant Series 2024 C Bonds
  - (a) A resolution of the City of St. Petersburg, Florida, supplementing Resolution No. 2024-296 of the City and authorizing the award upon the satisfaction of certain parameters described herein of its not to exceed \$77,000,000 in aggregate principal amount of the City of St. Petersburg, Florida Non-Ad Valorem Revenue Bonds, Series 2024A (Stadium Project) to finance the 2024A Project described therein and associated transactional costs, and not to exceed \$214,500,000 in aggregate principal amount of the City of St. Petersburg, Florida Non-Ad Valorem Revenue Bonds, Series 2024B (Stadium Project), to finance the 2024B Project described therein and associated transactional costs; making certain covenants and agreements for the benefit of the holders of such bonds; authorizing certain officials and employees of the city to take all actions required in connection with the sale, issuance and delivery of such bonds; taking certain other actions with respect to such bonds; authorizing and approving the negotiated sale of such bonds to the underwriters named herein subject to the terms and conditions contained herein; approving the form and authorizing the distribution of a preliminary official statement and execution and delivery of a final official statement; authorizing certain officials to deem final the preliminary official

statement for purposes of Securities and Exchange Commission Rule 15c2-12; approving the form and authorizing the execution and delivery of a bond purchase agreement; appointing the construction funds trustee, paying agent and registrar and the escrow agent; approving the form and authorizing the execution and delivery of a disclosure dissemination agent agreement; approving the form and authorizing the execution and delivery of a paying agent and registrar agreement; approving the form of and authorizing the execution and delivery of an amended and restated Interlocal Agreement between the City and Community Redevelopment Agency of the City of St. Petersburg, Florida; approving the form of and authorizing the execution and delivery of a construction funds trust agreement; approving the form of and authorizing the execution and delivery of an escrow agreement; providing for severability; and providing an effective date.

- (b) A resolution of the City of St. Petersburg, Florida, supplementing Resolution No. 2024-297 of the City and authorizing the award upon the satisfaction of certain parameters described herein of its not to exceed \$42,000,000 in aggregate principal amount of the City of St. Petersburg, Florida Non-Ad Valorem Revenue Bonds, Series 2024C (HGPS Infrastructure Project), to finance and/or reimburse the project described therein and associated transactional costs; making certain covenants and agreements for the benefit of the holders of such bonds; authorizing certain officials and employees of the city to take all actions required in connection with the sale, issuance and delivery of such bonds; taking certain other actions with respect to such bonds; authorizing and approving the negotiated sale of such bonds to the underwriters named herein subject to the terms and conditions contained herein; approving the form and authorizing the distribution of a preliminary official statement and execution and delivery of a final official statement; authorizing certain officials to deem final the preliminary official statement for purposes of Securities and Exchange Commission Rule 15c2-12; approving the form and authorizing the execution and delivery of a bond purchase agreement; appointing the disbursement agent, paying agent and registrar; approving the form and authorizing the execution and delivery of a disclosure dissemination agent agreement; approving the form and authorizing the execution and delivery of a paying agent and registrar agreement; approving the form and authorizing the execution and delivery of a disbursement agreement; providing for severability; and providing an effective date.

**G. New Business**

**H. Council Committee Reports**

**I. Legal**

- 1. [Approving settlement of the lawsuit entitled Lisa Fountain v. City of St. Petersburg, Case No. 23-000907-CI.](#)

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

**K. Open Forum**

**L. Adjournment**

**St. Petersburg**  
**Community Redevelopment Agency (CRA)**  
**12/5/2024**

1. City Council Convenes as Community Redevelopment Agency.
2. Approving a resolution recommending that the St. Petersburg City Council approve a First Amendment to Declaration of Restrictions regarding Citrus Grove Apartments; and providing an effective date.
3. Approving a resolution recommending that the St. Petersburg City Council approve amendments to the South St. Petersburg CRA “Rapid Roof Replacement Program.”
4. A Resolution of the St. Petersburg Community Redevelopment Agency approving the form and authorizing the execution and delivery of an amended and restated interlocal agreement with the City of St. Petersburg, Florida.
5. Adjourn Community Redevelopment Agency.

# CONSENT AGENDA

COUNCIL MEETING

CITY OF ST. PETERSBURG

## Consent Agenda A December 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 the renewal of a blanket purchase agreement with PVS Technologies, Inc., for ferric chloride, for the Water Resources Department, in the amount of \$550,000.
2. Approving an increase in allocation for traffic controllers, with Econolite Control Products, Inc., for the Stormwater Traffic and Pavement Operations Department in the amount of \$800,000; approving a supplemental appropriation in the amount of \$450,000 from the unappropriated balance of the General Fund (0001) to the Stormwater, Pavement, and Traffic Operations Department, Traffic Signals Division (400-1281); and providing an effective date.
3. Approving an increase in allocation for fencing and repairs, with Cardinal Fence, LLC, for the Parks & Recreation Department, in the amount of \$900,000.
4. Approving an increase in allocation for as-needed storm debris removal and disaster recovery assistance with Crowder-Gulf Joint Venture, Inc. in the amount of \$71,000,000; approving a supplemental appropriation in the amount of \$35,500,000 from the unappropriated balance of the General Fund to the Parks and Recreation Department, Administration Division (190-1573); and providing an effective date.
5. Approving an increase in allocation for Post-Disaster Debris Monitoring Services with TetraTech, Inc. in the amount of \$4,600,000; approving a supplemental appropriation in the amount of \$2,300,000 from the unappropriated balance of the General Fund to the Parks and Recreation Department, Administration Division (190-1573); and providing an effective date.

### (City Development)

### (Community Enrichment)

### (Public Works)

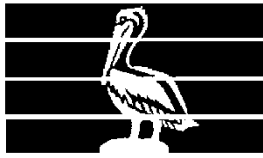
6. A Resolution accepting a Guaranteed Maximum Price (“GMP”) proposal dated September 3, 2024, in the amount of \$1,228,719 from Hennessy Construction Services Corp. (“Hennessy”) for construction phase services for the Jamestown Apartment Renovation Phase 3H Project; authorizing the Mayor or his designee to execute the First Amendment to the Construction Manager at Risk with a GMP between the City of St. Petersburg,

Florida and Hennessy dated December 1, 2023 (“Agreement”) to incorporate the GMP proposal into the Agreement and modify other necessary provisions; approving a supplemental appropriation in the amount of \$612,000 from the unappropriated balance of the General Capital Improvement Fund (3001) to the Jamestown - Complete Unit Renovations FY20 Project (17237). (ECID Project No. 16203-719; Oracle Project 17237); and providing an effective date.

7. A Resolution authorizing the Mayor or his designee to execute the Local Agency Program Agreement between the City of St. Petersburg, Florida and the State of Florida Department of Transportation (“FDOT”) for participation by FDOT in the construction and construction engineering inspection (CEI) services of the 62nd Avenue South over Maximo Channel - Bridge No. 157408 Replacement Project in an amount not to exceed \$2,384,498; and providing an effective date. (FDOT Financial Project No. 450609-1-58-01; ECID Project No. 23080-100; Oracle No. 19183)
8. A Resolution authorizing the Mayor or his designee to execute the Local Agency Program Agreement between the State of Florida Department of Transportation (“FDOT”) and the City of St. Petersburg, Florida for participation by FDOT in the construction and construction engineering inspection (CEI) services for the 17th St N over Booker Creek Bridge No. 157126 Replacement Project, in an amount not to exceed \$405,763; approving a supplemental appropriation in the amount of \$405,763 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from funding received from FDOT pursuant to the Local Agency Program Agreement, to the 157126 17th St N Bridge Rehabilitation Project (19660); rescinding an unencumbered appropriation in the Citywide Infrastructure Capital Improvement Fund (3027) in the amount of \$1,500,000 from the 157126 17th Street N over Booker Creek FY24 Project (19837); approving a supplemental appropriation in the amount of \$1,500,000 from the increase in the unappropriated balance of the Citywide Infrastructure Capital Improvement Fund (3027), resulting from this rescission, to the 157126 17th St N Bridge Rehabilitation Project (19660); and providing an effective date. (FDOT Financial Project No. 450615-1-58-01; ECID Project No. 23125-100; Oracle No. 19660)

**(Appointments)**

**(Miscellaneous)**



**Consent Agenda B  
December 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 the purchase of component parts and the installation of the components from Johnson Controls, Inc. (JCI) for the Real Estate Department, at a total cost of \$332,675.33.
2. Approving the renewal of a blanket purchase agreement with Design Lab, Inc., for the Police and Fire Rescue Departments, in the amount of \$250,000.
3. Approving an increase in allocation for various types of oils and lubricants with Palmdale Oil Company, Inc., for the Fleet Management Department in the amount of \$130,000.
4. Accepting Statements of Qualifications from Alfka LLC, Alta Planning + Design, Inc., Fehr & Peers Corporation, HNTB Corporation, Kittelson & Associates, Inc., and Pennoni Associates Inc. for Multimodal Transportation Studies, Evaluations, and Projects for the Engineering and Capital Improvements Department.
5. Approving award of a contract to Chandler Asset Management, Inc. for investment advisory services for the Finance Department in the amount of \$162,000.
6. Approving award of a contract to Ajax Building Company, LLC. ("Ajax"), for Construction Manager at Risk ("CMAR"), for preconstruction and construction management services for the Southwest, Northwest, and Northeast Reclamation Operations and Maintenance Buildings, in an amount not to exceed \$276,963.54 for preconstruction services. (ECID Project No. 21047-111; Oracle Project No. 16944)
7. Approving an increase in allocation for management services for after-school youth employment, and summer youth intern programs for the Economic and Workforce Development Department in the amount of \$400,000.

**(City Development)**

**(Community Enrichment)**

8. Approval of Co-Sponsored Event Applications and Associated Resolutions
  - (a) A resolution approving events for co-sponsorship by the City in name only for FY2025 & FY2026; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution; and providing an effective date.



- (b) A resolution in accordance with City Code Section 21-38(c) exempting St. Pete Italian Festival (Vinoy Park) from the beer and wine only restrictions in City Code Section 21-38(c) upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue (for on premises consumption only) during the times and dates of the event as set forth herein; and providing an effective date.
  - (c) A resolution in accordance with City Code Section 21-38(c) exempting Party In The Park (North Straub Park) from the beer and wine only restrictions in City Code Section 21-38(c) upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue (for on premises consumption only) during the times and dates of the event as set forth herein; and providing an effective date.
  - (d) A resolution in accordance with City Code Section 21-38(d) exempting Derby At The Pier (Spa Beach Park) from the beer and wine only restrictions in City Code Section 21-38(d) upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue (for on premises consumption only) during the times and dates of the event as set forth herein; and providing an effective date.
  - (e) A resolution in accordance with City Code Section 21-38(c) exempting SPF Country Music Festival (Vinoy Park) from the beer and wine only restrictions in City Code Section 21-38(c) upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue (for on premises consumption only) during the times and dates of the event as set forth herein; and providing an effective date.
9. [Approving a resolution approving an amendment to the Sub-Recipient agreement dated November 18, 2022 between the City of St. Petersburg Florida \(“CITY”\) and St. Petersburg Free Clinic, INC., \(“Sub-Recipient”\) for Sub-Recipient to administer a Healthy Neighborhood Store Program \(“Project”\) to extend the term of the Sub-Recipient agreement through March 31, 2025; authorizing the Mayor or his designee to execute the amendment; 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. 21-06-HDR/W\(A\) to the architect/engineering agreement dated August 5, 2021, as amended, between the City of St. Petersburg, Florida and HDR Engineering, Inc. \(“A/E”\) for A/E to provide additional project management, gather and review background information, perform GIS data gap analysis, provide final GIS gateway and preliminary hydraulic model build, hydraulic model development, boundary level model calibration, model calibration and model training related to the Potable Water Hydraulic Model Update and Calibration Project in an amount not to exceed \\$277,658.01; providing that the total Task Order, as amended, shall not exceed \\$318,259.54 \(ECID Project No. 24126-130; Oracle No. 20134\); and providing an effective date.](#)
- 11. [A resolution authorizing the Mayor, or his designee, to execute a license agreement with the University of South Florida Board of Trustees, a public body corporate, for its School of Geosciences to utilize four \(4\) certain areas within City-controlled Public Right-of-Way within the City to install and operate flood monitoring camera equipment for a term of three \(3\) years, for a fee of \\$10.00 for the term; and to execute all documents necessary to effectuate same; and providing an effective date.](#)
- 12. [A Resolution authorizing the Mayor or his designee to execute the Local Agency Program Agreement between the City of St. Petersburg, Florida and the State of Florida](#)



Department of Transportation (“FDOT”) for participation by FDOT in the design activities for the 62nd Avenue South from 16th Street to 22nd Street Urban Corridor Improvements Project in an amount not to exceed \$197,467; approving a supplemental appropriation in the amount of \$197,467 from the unappropriated balance of the Bicycle/Pedestrian Safety Improvements Fund (3004) resulting from the money received from FDOT pursuant to the above referenced Agreement, to the 62nd Avenue South from 16th Street to 22nd Street Urban Corridor Improvements Project (20929); and providing an effective date. (FDOT Financial Project No. 449036-1-38-01; ECID Project No. 25095-130; Oracle No. 20929)

**(Appointments)**

**(Miscellaneous)**

13. A resolution approving an amendment to the Sub-recipient agreement dated June 1, 2022 between the City of St. Petersburg, Florida (City) and Boley Centers, Inc. (Sub-recipient) for Sub-recipient to provide case management and wraparound support services to assist individuals and families with retaining permanent supportive housing (Project) to extend the term of the Sub-recipient Agreement through June 30, 2025; authorizing the Mayor or his designee to execute the amendment; and providing an effective date.
14. A resolution accepting the City of St. Petersburg Affordable Housing Advisory Committees Affordable Housing Incentives Recommendations Report; authorizing the submission of such report to the Florida Housing Finance Corporation; and providing an effective date.
15. A resolution approving twenty-three (23) Forfeiture Fund Program/Projects awarded as a part of the 2024 Law Enforcement Trust Fund Grant Award Program; authorizing the Mayor or his designee to execute agreements and all documents necessary to effectuate these awards; approving a supplemental appropriation in the amount of \$125,000 from the unappropriated balance of the Local Law Enforcement State Trust Fund ( 160 I) to the Police Department, Local Law Enforcement State Trust Forfeiture Division (140-2857) to fully fund the awards; and providing an effective date.
16. Budget, Finance and Taxation Committee Meeting Minutes (November 7, 2024)
17. Legislative Affairs and Intergovernmental Relations Committee Meeting Minutes (August 15, 2024)

# MEETING AGENDA

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CITY OF ST. PETERSBURG

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

**Budget, Finance & Taxation Committee**

*Thursday, December 12, 2024, 8:30 a.m., Conference Room 100*

**Committee of the Whole**

*Thursday, December 12, 2024, 10:00 a.m., Conference Room 100*

**City Council Meeting**

*Thursday, December 12, 2024, 1:30 p.m., City Council Chambers*

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CITY OF ST. PETERSBURG  
**Board and Commission Vacancies**

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

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

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

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

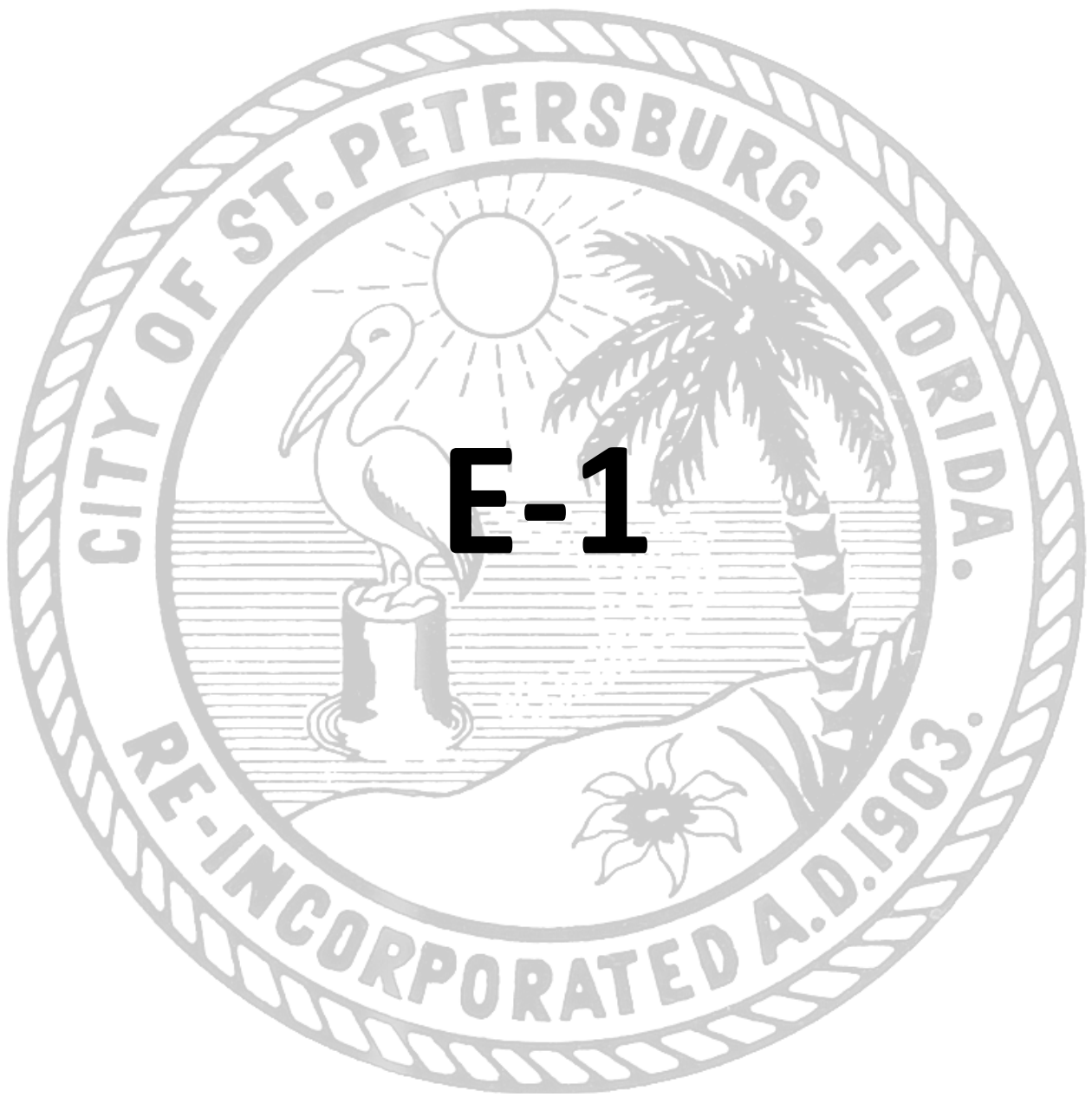
- a. Cross examination by City Administration.
- b. Cross examination by Opponents, if applicable.
- c. Cross examination by Appellant followed by Applicant, followed by Property Owner, if different.

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

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

00630194.doc - revised 7/7/2022

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





**ST. PETERSBURG CITY COUNCIL**  
**Meeting of December 5, 2024**

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

**SUBJECT:** City-initiated application to modify the Comprehensive Plan for the purpose of implementing legislative requirements of Chapter 163, Part II, Florida Statutes, related to the annual update of the Capital Improvements Element (CIE) for fiscal years 2025 to 2029. (City File LGCP-CIE-2024)

**REQUEST:** Ordinance 603-H, an ordinance modifying the Capital Improvements Element of the Comprehensive Plan of the City of St. Petersburg, Florida by updating the Five-year Capital Improvement Schedule and replacing all previously adopted Capital Improvement Schedules; adopting fund summaries for the General Capital Improvement Fund (3001), Bicycle/Pedestrian Safety Improvements Fund (3004), Citywide Infrastructure Fund (3027), Recreation and Culture Capital Fund (3029), Multimodal Impact Fees Capital Improvement Fund (3071), Downtown Parking Improvement Fund (3073), Water Resources Capital Projects Fund (4003), Stormwater Drainage Capital Fund (4013), Airport Capital Projects Fund (4033), Marina Capital Improvement Fund (4043), and Port Capital Improvement Fund (4093), for the fiscal years 2025 through 2029; adopting the FDOT District Seven's adopted five-year work program for the fiscal years 2024/25 to 2028/29; providing for severability; and providing an effective date.

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

**RECOMMENDATION:**

Administration: City staff recommends APPROVAL.

Public Input: None to date.

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

Recommended City Council Action:

- 1) CONDUCT the first reading of the proposed ordinance; AND
- 2) SET the second reading and public hearing for December 12, 2024.

Attachments: Ordinance including CIP schedules and staff report.



ORDINANCE NO. 603-H

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. COMPLIANCE WITH § 166.041(4), FLORIDA STATUTES. Pursuant to City Council resolution 2023-507, a business impact estimate was prepared for this ordinance and posted on the City's website no later than the date the notice of the proposed ordinance was published.

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

REVIEWED AND APPROVED AS TO  
FORM AND CORRECTNESS:

City File: LGCP-CIE-2024

Michael J. Dema  
City Attorney/Designee

11/20/2024  
Date

/s/ Elizabeth Abernethy  
Planning & Development Services Dept.

11/15/24  
Date

**General Capital Improvement (3001)**

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

**General Capital Improvement (3001)**

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

**Notes**

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

### Bicycle/Pedestrian Safety Improvements (3004)

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

**Notes**

1) GR = Grant Funding

### Citywide Infrastructure Capital Improvement (3027)

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

### Recreation and Culture Capital Improvement (3029)

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

**Notes**

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



**Multimodal Impact Fees Capital Improvement (3071)**

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

**Downtown Parking Capital Improvement (3073)**

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

**Water Resources Capital Projects (4003)**

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

**Water Resources Capital Projects (4003)**

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

**Water Resources Capital Projects (4003)**

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

**Water Resources Capital Projects (4003)**

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

**Notes**

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

### Stormwater Drainage Capital Projects (4013)

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

### Airport Capital Projects (4033)

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

**Notes**

1) GR = Grant Funding



**Marina Capital Improvement (4043)**

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

**Port Capital Improvement (4093)**

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

**Notes**

1) GR = Grant Funding

**Exhibit L**

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

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

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



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

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

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## **City File: LGCP-CIE-2024**

### **Annual Capital Improvements Element (CIE) Update**

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

#### **PURPOSE**

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

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

## BACKGROUND

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

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

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

### **Capital Improvement Plan - Financial Feasibility**

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

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

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

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

### **Population Estimate**

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

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

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

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

### **Solid Waste**

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

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

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

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

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

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

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

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

### **Drainage/Stormwater**

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

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

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

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

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

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

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

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

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

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

### **Potable Water**

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

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



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

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

### **Sanitary Sewer**

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

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

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

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

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

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

### **Recreation and Open Space**

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

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

### 2023 Useable Recreation and Open Space Acres

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

Table Notes

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

### Mobility Monitoring

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

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

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

### Miles of Major Roadways

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

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

**2023 LOS “F” Road Segments**

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

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

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

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

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

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

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

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

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

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

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

## **COMPREHENSIVE PLAN COMPLIANCE**

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

### Policy CI1.1:

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

### Objective CI5:

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

### Policy CI5.1:

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

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

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

### **CONCURRENCY ANALYSIS SUMMARY**

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

### **PUBLIC HEARING PROCESS**

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

### **RECOMMENDATION**

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

**REPORT PREPARED BY:**

*Britton Wilson*

11/14/24

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

DATE

**REPORT APPROVED BY:**

*Derek J. Kilborn*

11/14/2024

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

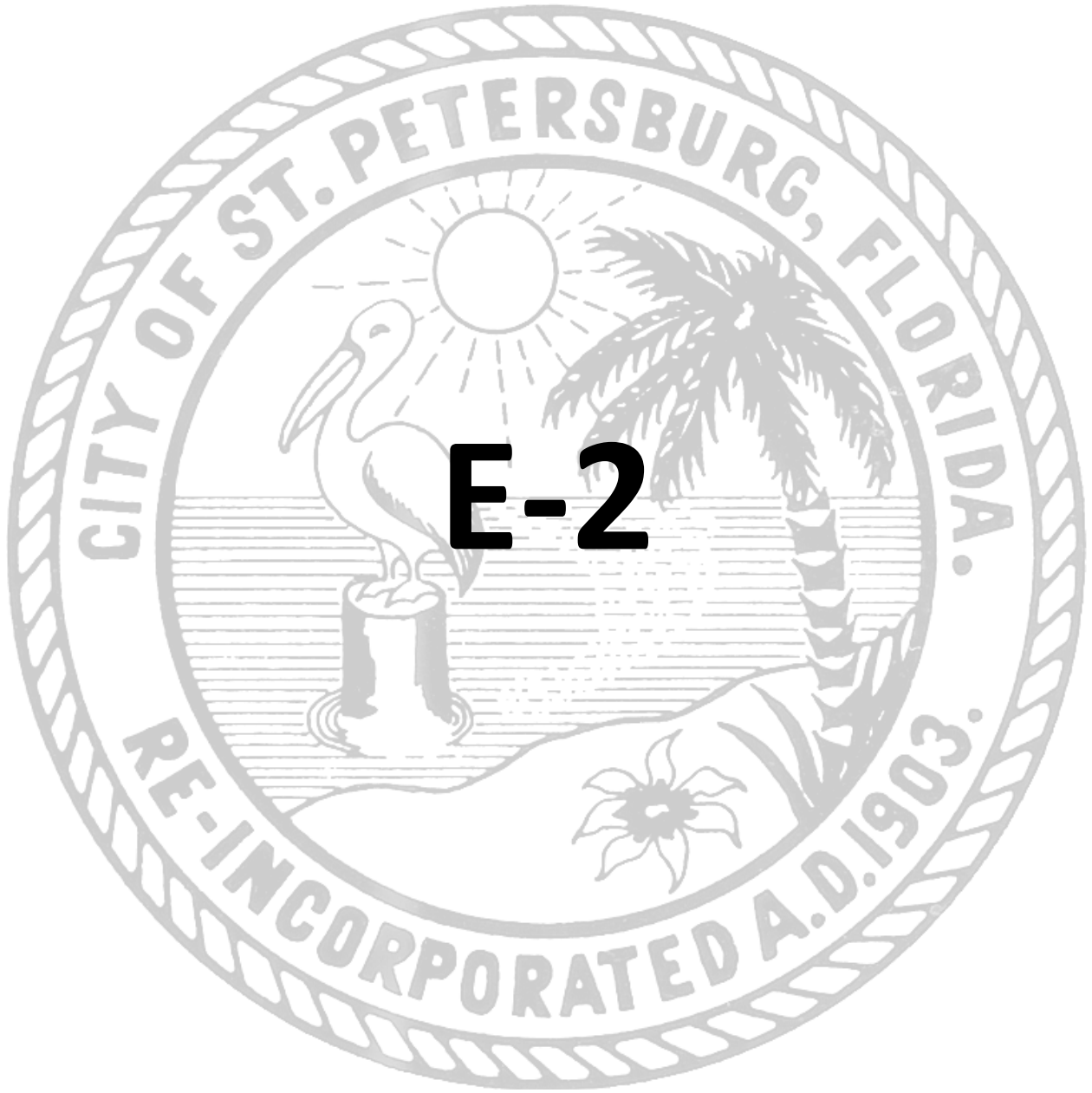
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**ATTACHMENT**

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

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

Please scroll down to view the backup material.



**E-2**



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

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

**FROM:** James Corbett, Administrator, City Development Administration

**DATE:** November 27, 2024

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

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

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

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

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

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

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

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

Key updates to the within the Agreement include:

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

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

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

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

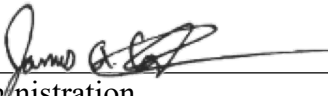
**RECOMMENDATION:** Administration recommends City Council approve the attached ordinance approving amendment of the City’s 99-year lease of waterfront property for use by the Dalí museum to allow for expansion of the museum, as conditionally authorized by the referendum called by City ordinance 512-H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


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

**ATTACHMENTS:**

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

**APPROVALS:**

  
Administration

  
Budget

ORDINANCE NO. 512-H

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

THE CITY OF ST. PETERSBURG ORDAINS THE FOLLOWING:

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

YES

NO

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

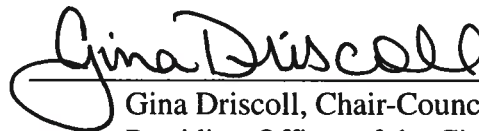
ordinance 674-G and the 2004 Referendum are intended to be unaffected by this ordinance and the 2022 Referendum.

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

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

First reading conducted on 14<sup>th</sup> day of July 2022.

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



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

ATTEST:



Chan Srinivasa, City Clerk



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

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

EXHIBIT A  
EXCERPT OF CENTER PLAT

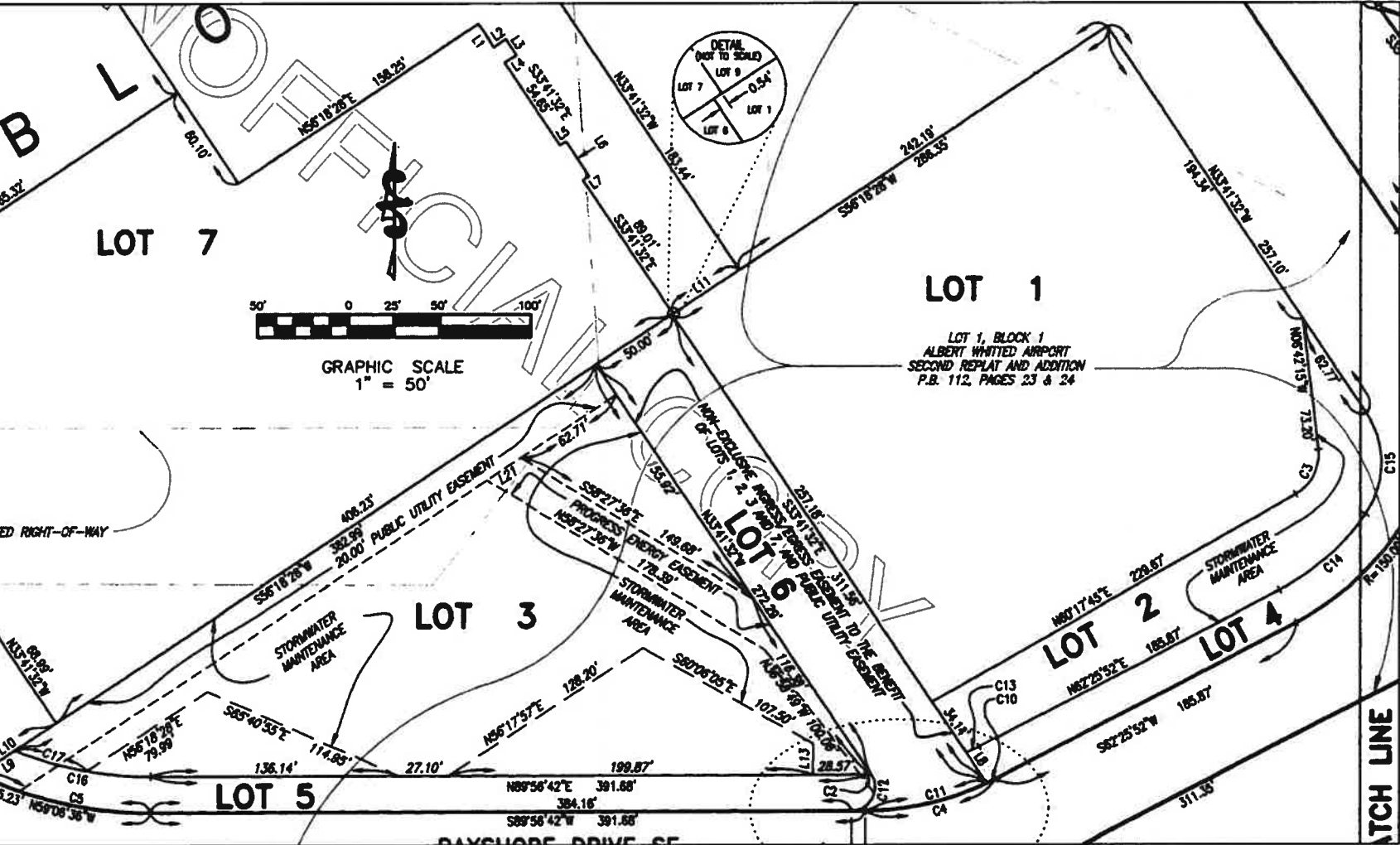
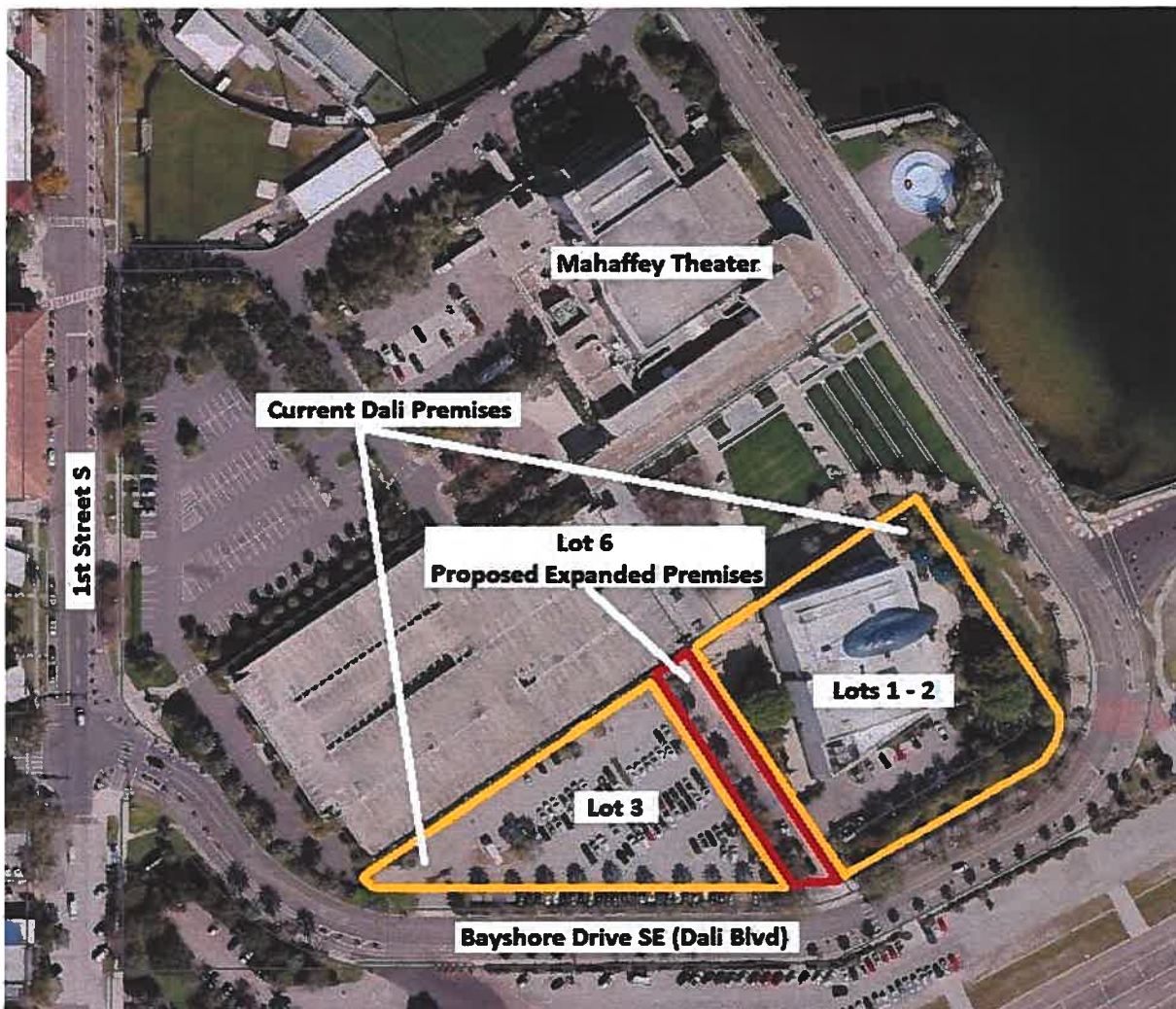


EXHIBIT B  
DIAGRAM OF PROPOSED EXPANSION



## ORDINANCE NO. 605-H

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

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

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

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

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

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

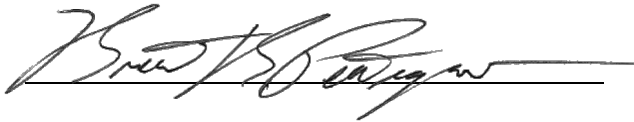
**SECTION 2—APPROVAL OF AMENDMENT:** Pursuant to the 2022 Referendum, City Council hereby approves the Amended Lease, as may be modified by the City Attorney’s Office (i) to provide any missing information (e.g., recording information that is not yet available); (ii) to make non-substantive changes to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

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

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

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

LEGAL:



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ADMINISTRATION:

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

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

**RECITALS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.1 *MUSEUM AND THEATER FACILITY TERMS.*

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

2.2 *LEGAL TERMS.*

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

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

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

2.3 *PHASES OF CONSTRUCTION.*

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

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

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

2.4 *PLAT TERMS.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3.7 *ACCESS TO PREMISES.*

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. INTENTIONALLY LEFT BLANK.

#### 5. MUSEUM BUILDINGS.

5.1 During Phase 1, Museum built a multi-storied structure of approximately 50,000 to 70,000 square feet for use as an art museum on the Building Lot, including but not limited to the storage and display of the Collection, (the “**Collection Building**”).

5.2 During Phase 2, Museum may construct a new building to the southwest of the Collection Building, generally located in the area used as the Garage Access Route as of the Amendment Date (the “**Phase 2 Building**”). Construction of the Phase 2 Building and any associated reconfiguration of the Premises, relocation of underground utilities, site restoration, and other construction activities (collectively, the “**Phase 2 Construction**”) must be completed in accordance with the terms of this Lease, particularly those in the Phase 2 Provisions.

5.3 Museum may also construct other buildings and improvements on the Premises as permitted by the provisions of this Lease and City building codes (each an “**Other Building**”).

5.4 For purposes of this Lease, the term “**Building**” refers interchangeably to the Collection Building, the Phase 2 Building, and any Other Building unless context indicates otherwise. Museum may house and display the Collection in any Building.

#### 6. CENTER FOR THE ARTS.

6.1 *CENTER.* The Premises are located within the Center, which includes but is not limited to the Theater Facility and existing vacant land.

6.2 *DALÍ BOULEVARD.* Museum acknowledges that, on October 16, 2008, City Council resolution 2008-527 approved the co-renaming of the portion of 5<sup>th</sup> Avenue South from 4<sup>th</sup> Street South to First Street South and the naming of a portion of Bayshore Drive from First Street South along the right-of-way as shown in Exhibit “D”, attached hereto and made a part hereof, as “DALÍ BOULEVARD”. Museum further acknowledges that the City joined with Museum in its request to the

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

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

6.4 *CENTER ART.*

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

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

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

## 7. DATES; TERM.

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

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

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

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

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

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

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

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

10.3 *MUSEUM'S CONTROL OF COLLECTION.* Notwithstanding any provision of this Lease to the contrary:

10.3.1 The Museum is required to own and display works from the Collection, but the Museum, not the City, shall decide which works in the Collection to display from time to time.

10.3.2 This Lease does not require the Museum to display all works in the Collection at all times.

10.3.3 This Lease does not preclude Museum from temporarily loaning any works in the Collection for display in other venues from time to time.

10.3.4 This Lease does not preclude Museum from selling or transferring title to works in the Collection so long as any sale or transfer of title of any of the works in the Collection does not diminish the unique essence, significance, and stature of the Collection nor materially diminish the importance of the Premises as the home of the Museum Facility and the Collection.

10.3.5 During the Term of this Lease, the Museum shall not directly or indirectly create a permanent display of all or part of the Collection in any place in the Western Hemisphere other than the Premises without City Council's prior consent. If a permanent display is established outside the Western Hemisphere, it shall not diminish the unique essence, significance, and stature of the Collection nor materially diminish the importance of the Premises as the home of the Museum Facility and the Collection.

10.4 *MUSEUM OPERATIONS.* The Museum will continue to operate, manage and maintain the Buildings and the Collection in substantially the same manner as it has operated, managed and maintained the Museum Facility and managed and maintained the Collection in its existing location since March 7, 1982. During the Term, Museum shall maintain its Collection inventory records for at least the previous seven years. The City understands that during the course of a 99-year lease, there may be changes in operation, management, and maintenance procedures in the future. Museum may change such operation, management, and maintenance procedures provided (i) that the changes are consistent with the Recitals and other conditions of this Lease, each Applicable Referendum, and any subsequent referendum; (ii) that such changes are designed to enhance the Museum; and (iii) that such changes are reasonably expected not to diminish the importance of the Premises as the home of the Salvador Museum Facility and the Collection.



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

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

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

**13. MAINTENANCE.**

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

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

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

- 13.3 *PREMISES VEGETATION MAINTENANCE BY MUSEUM.* Museum shall maintain any exotic plants located within the Premises and hereby releases the City from any responsibility for the care and installation of any exotic plants. For the purposes of this Lease, exotic plants shall mean any type of grasses, plants, shrubs, or trees that are not located in North Straub Park (“**Exotic Vegetation**”). Any Exotic Vegetation installed shall be compatible with the use of reclaimed water.
- 13.4 *PREMISES VEGETATION MAINTENANCE BY CITY.* In addition to the Exotic Vegetation, Museum shall maintain in good condition and repair the grass, plants, shrubs, and trees (“**Vegetation**”) and the reclaimed water irrigation system for the Premises, and restore and rehabilitate the Vegetation which may be destroyed or damaged by fire, casualty, or other cause unless such destruction and damage is caused by Museum. Such maintenance shall meet the City's typical and customary standards for North Straub Park. All Vegetation installed shall be compatible with the use of reclaimed water.
- 13.5 *MANUFACTURER'S WARRANTIES.* The Parties, shall, whenever possible, extend to each other the benefit of any available manufacturer's or other warranties.
- 13.6 *DESIGNATED REPRESENTATIVE.* During the Term of this Lease, the City and Museum shall designate a representative to coordinate operations. Such designated representatives may be changed by written notice to the other Party in accordance with paragraph 66 of this Lease. The initial designated representatives shall be as follows:
- FOR THE CITY – Downtown Enterprise Director
- FOR THE MUSEUM – Museum Director
- 13.7 *CLEAN AND RESTORE AS TO CLOSED HOURS PARKING AND CITY USE DAYS.* City shall clean and restore the Premises to its prior condition by the end of each use period for Closed Hours parking and City Use Days.

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

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

14.2 *LIMITATIONS TO ENCUMBRANCES.*

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

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

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

**15. ASSIGNMENT; LICENSES; SUBLEASES.**

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

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

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

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

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

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

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

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

## 17. CITY WORK.

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

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

18.1 *BUILDING AND FUTURE EXPANSION.* In addition to the Collection Building and the Phase 2 Building, Museum may, at any time and from time to time during the Term, and subject to all applicable federal, state, and local requirements, and conditions contained in this Lease, expand, remodel, and alter either of those Buildings and construct, expand, remodel, and alter any Other Building in the Building Lot or the Parking Lot. Any Building or other improvement constructed on the Premises must be compatible with the surrounding improvements in the Center. Any improvements constructed on the Parking Lot shall be consistent with this Lease and incorporate sufficient parking within the Parking Lot to replace any parking spaces lost due to such construction. The City Council may, in its sole discretion, waive the replacement parking requirement in this paragraph. Museum may demolish any Building or portions thereof as long as Museum either replaces the demolished portion with the same or greater amount of floor area within the Premises or obtains City Council's consent to demolition without such replacement, which demolition and replacement must also comply with all applicable laws and ordinances.

18.2 *STORAGE.* During Phase 2, storage of construction materials and equipment shall be governed by the Phase 2 Provisions. Otherwise, unless approved by the City, all storage of construction materials and equipment shall be limited to the Building Lot and, if allowed by paragraph 3.6, the Parking Lot.

18.3 *DATES ON WHICH CONSTRUCTION IS ALLOWED.*

18.3.1 With respect to Phase 2 Construction, the schedule for construction activity is governed by the Phase 2 Provisions.

18.3.2 At all times during the Term, no construction activity shall take place during any subsequent Race Control Period as set forth in paragraph 32 of this Lease.

18.4 *STAGING AREA.* During Phase 2, construction staging is governed by the Phase 2 Provisions. Otherwise, this paragraph 18.4 governs. Museum shall use only the Building Lot and, if allowed by paragraph 3.6, the Parking Lot, as the staging area for construction within the Premises. Museum may, with the City's Consent and at the City's sole discretion, use certain portions of the Setback Lot and the Buffer

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

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

## 19. OWNERSHIP OF BUILDING.

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



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

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

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

## **20. TAXES.**

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

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

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

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

## 21. UTILITIES.

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

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

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

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

**27. INSURANCE.**

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

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

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

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

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

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

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

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

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

**29. LOSS; DAMAGE; INJURY; DEFECTS.**

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

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

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

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

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

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

**31. DEFAULT.**

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32.11 *SUITABILITY FOR RACE OPERATIONS.*

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

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

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

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

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

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

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

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

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



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

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

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

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

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

#### **34. DESTRUCTION OF BUILDINGS OR OTHER IMPROVEMENTS.**

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

#### **35. REPRESENTATIONS AND WARRANTIES.**

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

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

35.2 *MUSEUM REPRESENTATIONS AND WARRANTIES.*

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

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

### 36. HAZARDOUS SUBSTANCES.

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

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

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

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

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

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

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

36.6 *PROCEDURES.* If either party violates paragraph 36 of this Lease, it shall immediately, properly, and in compliance with applicable Environmental Laws notify the proper authorities as required by applicable Environmental Laws, and in compliance with applicable Environmental Laws, and/or judgments and/or orders, cleanup, remove, and dispose of the Hazardous Materials from the Premises and any other affected property and clean or replace any affected personal property (whether or not owned by that party, at its expense (without limiting the other party's other remedies therefore). Such cleanup and removal work shall be subject to the other party's prior written approval (except in emergencies), and shall include, without limitation, any testing, investigation, preparation and implementation of any remedial action plan required by any court or governmental body having jurisdiction or required by that party. In the event the other party elects in its sole and absolute discretion to have any testing, investigation and/or cleanup (including but not limited to preparation and implementation of a remedial action plan) performed by its own contractor (or contractors), the violating party shall assist the contractor(s) with such testing, investigation and/or cleanup as directed by the contractor(s) and the other party.

36.7 *RESTRICTIONS, INSTITUTIONAL AND ENGINEERING CONTROLS.* In complying with their obligations under this Lease as set forth in this paragraph 36, each party has the right to utilize and rely upon local, state, and federal risk-based corrective action laws, regulations, and policies regarding the Premises, including but not limited to, Chapters 62-770 and 62-780, Florida Administrative Code.

36.8 *SURVIVABILITY.* The provisions of this paragraph shall survive the expiration or earlier termination of this Lease.

**37. RELATIONSHIP BETWEEN PARTIES.** The relationship between the Parties is that of Landlord and Tenant. Museum is not an agent or agency of the City or any other local, state, or federal government and shall not become one by entering into this Lease.

**38. WAIVER.** The waiver by City or Museum of any breach or default of any term, covenant, or condition shall not be deemed to be a waiver of any subsequent breach or default of the same or any other term, covenant or condition, nor shall the acceptance of payment be deemed to be a waiver of any such breach or default. No term, covenant or condition of

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

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



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

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

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

**56. SIGNAGE.**

56.1 *THE CENTER.*

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

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

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

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

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

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

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

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

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

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

Email: **TBD**

Copies to:

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

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

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

Copies to:

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

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

## 67. INDEMNITY.

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

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

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

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

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

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

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

67.3 *MATERIALITY.*

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

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

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

67.4.1 With respect to any City Indemnified Party:

67.4.1.1 any violation of paragraph 36;

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

67.5 *INDEMNIFIABLE LOSSES.*

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



67.5.2 Indemnifiable Losses are limited in accordance with the following:

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

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

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

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

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

67.6.3 Otherwise, City will cooperate with Museum in the defense, settlement, or compromise of any such action. Additionally, City may retain its own counsel at its own expense, subject to Museum’s rights in this subparagraph 67.6.

67.6.4 If, after notice of a Claim is provided by the City in accordance with this subparagraph 67.6, Museum fails or refuses to defend the applicable Indemnified Party: (i) that Indemnified Party may, in its sole discretion, compromise, settle, or defend that Claim and (ii) Museum shall reimburse that Indemnified Party for any Indemnifiable Loss incurred by that Indemnified Party with respect to that Claim.

67.7 *INSURANCE; SURVIVABILITY.* Except as expressly provided by subparagraph 67.5.2.2, the provisions of this paragraph 67 are independent of, and will not be limited by, any insurance required to be obtained by Museum pursuant to this Lease or otherwise obtained by Museum or by a Phase 2 Contractor and will survive the expiration or earlier termination of this Lease with respect to any Claim arising out of or in connection with any event occurring prior to such expiration or termination.

67.8 *DEFINED TERMS.* Any term defined in this paragraph 67 applies for purposes of the entire Lease.

## **68. PHASE 2—GENERALLY.**

68.1 *AUTHORITY.* The Parties acknowledge that the authority for the Museum to undertake Phase 2 Construction is established by and subject to conditions established by the 2022 Referendum.

68.2 *RESPONSIBILITY, GENERALLY.* Except as otherwise expressly provided by this Lease, Museum is responsible for all aspects of Phase 2 Construction (including replatting, reconfiguration of the Premises, relocation of utilities, construction of the Phase 2 Building, and overall site restoration), whether performed directly or through a contractor hired for that purpose (each a “**Phase 2 Contractor**”). Additionally, no provision of this Lease obligates the City to provide any funding for the Phase 2 Construction.

68.3 *RECONFIGURATION OF PREMISES, GENERALLY.* During Phase 2, the Premises will be reconfigured as generally described below and as more particularly described in other portions of this Lease, particularly paragraph 69:

68.3.1 Except as otherwise authorized by the City, the Premises will be reconfigured to relocate the Garage Access Route from its original location (Phase 1 Plat, Lot 6) to a new location (Lease Diagram, Lot 5B) in order to facilitate relocation of utilities and construction of the Phase 2 Building in the original location of the Garage Access Route.

68.3.2 Except as otherwise authorized by the City, Phase 2 Construction must be confined to the portion of the Premises east of the relocated Garage Access Route, generally consisting of Lots 3A, 3B, and 3C on the Lot Diagram (collectively, the “**Phase 2 Construction Site**”). Additionally, the scope of the Phase 2 Construction Site must be occasionally reduced in scope as needed to accommodate Race Operations in accordance with subparagraph 32.11.

68.3.3 Prior to construction of the Phase 2 Building, the Premises will be expanded to include a portion of the original Garage Access Route. Then, following completion of the Phase 2 Construction, the Premises may be reduced to exclude any portion of the Garage Access Route that is located within the Parking Lot as defined on the Amendment Date.

68.4 *SCHEDULE; DURATION.*

68.4.1 Deadlines, milestones, and other scheduling parameters for Phase 2 Construction are described in the document attached to this Lease as Exhibit “H” (the “**Phase 2 Milestones**”). Generally speaking, each Phase 2 Milestone is broken down into five major tasks (each a “**Task**”), which can be generally described as follows:

68.4.1.1 Task 1—Complete Concept Plan: Museum develops a conceptual design and develops schedule for remainder of design work and permitting. City reviews all deliverables as lessor.

68.4.1.2 Task 2—Complete Preliminary Design: Museum completes 60% of design work and continues development of schedule for design work and permitting. Premises is expanded at completion of this Task. City reviews all deliverables as lessor.

- 68.4.1.3 Task 3—Complete Detailed Design: Museum completes development of detailed design and begins submission of permits. City evaluates applicable permit submissions in its capacity as regulator; otherwise, City reviews all deliverables as lessor.
  - 68.4.1.4 Task 4—Complete Construction Documents: Museum completes development of construction documents, permit submissions, construction scheduling, execution of a construction agreement, confirmation of funding, and securing a performance and payment bond. City evaluates applicable permit submissions in its capacity as regulator; otherwise, City reviews all deliverables as lessor.
  - 68.4.1.5 Task 5—Complete Construction: Museum initiates and completes Phase 2 Construction. City administers applicable permits in its capacity as regulator; otherwise, City acting as lessor.
- 68.4.2 Phase 2 begins on the Amendment Date and ends on the date on which the last Task is complete.
- 68.4.3 A Task is considered complete when all sub-Tasks within that Task are complete, with completion of a sub-Task determined as follows:
- 68.4.3.1 A sub-Task subject to review and approval by the City in accordance with subparagraph 68.7 is considered complete when Museum has submitted all applicable deliverables to the City and the City has provided responsive comments or acceptance in accordance with that subparagraph.
  - 68.4.3.2 A sub-Task subject to regulatory approval is considered complete when the City or other applicable regulatory entity has provided final (rather than preliminary or conditional) regulatory approval.
- 68.4.4 Time is of the essence for Phase 2 Construction, and Museum shall treat any deadline or other date included or described in the Phase 2 Milestones, the then-applicable Design and Permitting Schedule, and the then-applicable Construction Schedule as a firm deadline.

68.5 *COMMENCEMENT OF CONSTRUCTION.* Commencement of various aspects of Phase 2 Construction will be determined by the City in accordance with the following:

68.5.1 Commencement of construction for the relocated Garage Access Route will occur only when the new driveway and alignment of the new Garage Access Route is staked out, cleared, and graded.

68.5.2 Commencement of reconfiguration of parking west of the relocated Garage Access Route will occur only when new parking lot configuration is staked out, cleared, graded, and when any conflicting surface features or striping are removed.

68.5.3 Commencement of relocation of utilities will occur only when new alignment of utilities are staked, excavation, bypass pumping installed on existing system and installation new stormwater structure into existing system and first segment of pipe within new alignment is installed.

68.5.4 Commencement of construction for the Phase 2 Building will occur only when the Premises is ready for immediate pouring of foundation footers for the Phase 2 Building, including but not limited to complete excavation of the ground to accommodate all foundation and footer pours, and the physical pouring of concrete for foundation and footers for the Phase 2 Building.

68.6 *COMPLETION OF CONSTRUCTION.* Generally, “substantial completion” occurs for an aspect of Phase 2 Construction when the applicable work or designated portion can be utilized for its intended purpose. Additionally, the City will apply following specific conditions when determining completion for certain aspects of the Phase 2 Construction:

68.6.1 The Garage Access Route will be considered substantially complete following completion of a punchlist developed by the City, resolution of all items consistent with regulatory permitting, and closure of all related permits.

68.6.2 Utility relocation will be considered substantially complete following completion of a punchlist developed by the City and all items resolved consistent with regulatory permitting and closure of all related permits.

- 68.6.3 The Phase 2 Building will be considered substantially complete following issuance of a Certificate of Occupancy for the Phase 2 Building and closure of all related permits.
  - 68.6.4 Overall site restoration will be considered complete following completion of a punchlist developed by the City and all items resolved consistent with regulatory permitting and all permits are closed.
  - 68.6.5 Final completion of Phase 2 Construction will occur when all punchlist items related to Phase 2 Construction are resolved, all permits related to Phase 2 Construction are closed, as-built drawings for all Phase 2 Construction are provided to the City, a final Phase 2 Plat is recorded, and overall site restoration has been fully completed in accordance with subparagraph 68.10.
- 68.7 *PRELIMINARY CITY REVIEW AND APPROVAL.* Prior to seeking regulatory approval of any deliverable identified on the Phase 2 Milestones or, if regulatory approval is not required, prior to finalizing that deliverable, Museum shall, in its capacity as lessee, submit that deliverable to the City, in its capacity as lessor, for review, comment, and approval in accordance with the following:
- 68.7.1 Museum shall provide each deliverable in the format specified by the Lease, or in the absence of such a specification, in any format reasonably requested by the City.
  - 68.7.2 City shall provide responsive comments or approval no more than 30 days after receipt of a deliverable unless a longer time period is agreed to by the Parties. Museum acknowledges that deadlines imposed by applicable law for regulatory approval do not apply to the pre-regulatory approval required by this subparagraph.
  - 68.7.3 If Museum receives any responsive comment from the City on a deliverable, Museum shall address that comment in the next version of the deliverable submitted to the City.
  - 68.7.4 City may consider any applicable factor in deciding whether to approve a deliverable but shall not withhold approval in a manner that is arbitrary or capricious.
  - 68.7.5 Museum shall not submit any deliverable for regulatory approval until approved by the City in accordance with this subparagraph.

- 68.8 *COORDINATION OF CONSTRUCTION.* Museum shall coordinate Phase 2 Construction with the City in accordance with the following:
- 68.8.1 The City and Museum shall each designate a project manager to coordinate communication regarding Phase 2 Construction.
  - 68.8.2 As more particularly described in other portions of the Phase 2 Provisions, scheduling for Phase 2 is generally governed by the Phase 2 Milestones and specifically governed by a Design and Permitting Schedule (during Tasks 1–4) and by a Construction Schedule (during Task 5).
  - 68.8.3 During Phase 2, the City and Museum shall meet at least every 30 days to evaluate Museum’s compliance with the Phase 2 Milestones and the Design and Permitting Schedule or Construction Schedule, as applicable (each a “**Phase 2 Coordination Meeting**”). Prior to each Phase 2 Coordination Meeting, Museum shall propose revisions to the then-applicable schedule to reflect actual conditions. Then, after each Phase 2 Coordination Meeting, Museum shall propose additional revisions to the then-applicable schedule to address any City feedback during or as a follow-up to the Phase 2 Coordination Meeting. Museum acknowledges (i) that changes to a schedule are not effective until approved by the City and (ii) that the City may require scheduling adjustments as part of the overall project implementation or as needed to support the Grand Prix or other City events.
- 68.9 *COORDINATION OF STORAGE.* Except as otherwise authorized by the City in writing, Museum shall store construction materials and equipment related to the Phase 2 Building only in accordance with the construction staging and site utilization plan described in subparagraph 70.7.
- 68.10 *SITE RESTORATION.* Following construction of the Phase 2 Building, Museum shall complete site restoration in accordance with the following:
- 68.10.1 Restoration must be sequenced to minimize impacts to the Garage Access Route and to use of the Parking Garage and other parking within the Center.
  - 68.10.2 Restoration must include cleanup and any other actions necessary to restore the site to like-new condition.

68.10.3 This restoration obligation applies to all areas of the Phase 2 Construction Site and to any other area affected by Phase 2 Construction, including any affected portion of the Center outside the Premises and any City right-of-way adjacent to the Premises.

68.11 *CONTRACTUAL NATURE OF LEASE REQUIREMENTS.* Museum acknowledges (i) that the obligations imposed by this Lease during Phase 2 for preliminary review and approval and for coordination during construction are a matter of contract between the City and Museum, as lessor and lessee, and (ii) that those contractual obligations do not relieve Museum of any obligation under applicable law to coordinate with and obtain any permit or other form of approval from any federal, state, county, municipal, or other regulatory entity, including any City building permit, landscaping/tree permit, right-of-way-permit, or temporary traffic control permit.

**69. PHASE 2—RECONFIGURATION.** During Phase 2, the Premises will be reconfigured in accordance with the following:

69.1 *CHANGES TO PLAT, LEASE DIAGRAM, AND PREMISES.* Because this Lease is being amended to provide for Phase 2 Construction based on the Museum’s preliminary conceptual design and before the applicable design work has been completed, the specifics of any reconfiguration of the Premises are not yet certain and will be developed in an iterative manner in accordance with the following:

69.1.1 City acknowledges that the design of the Phase 2 Building may evolve to use an elevated configuration that allows the Garage Access Route to be located underneath the Phase 2 Building and remain in the same or a similar location as the one that exists on the Amendment Date (generally, the “**Elevated Concept**”). City acknowledges that using the Elevated Concept would eliminate or reduce the need to substantially reconfigure the Premises, and Museum acknowledges that using the Elevated Concept would require the Lease to provide for new rights of ingress and egress that are functionally equivalent to those that would exist if the Garage Access Route remained City-owned property outside the Premises.

69.1.2 During the concept planning and design development stages of Phase 2, Museum shall develop a preliminary Phase 2 Plat that is consistent with the Phase 2 Conceptual Plat attached this Lease as Exhibit “F” and the Lease Diagram except to the extent authorized in writing by the City (e.g., to better reflect the Elevated Concept).



- 69.1.3 At the time designated under the Phase 2 Milestones, the City will notify Museum in writing that the Premises has been enlarged to include the portion of Lot 6 on the Phase 1 Plat that will be used for Phase 2 Construction.
- 69.1.4 In conjunction with recording of the Phase 2 Plat, the Parties shall execute an amendment to this Lease (i) to replace the Phase 2 Conceptual Plat with the recorded Phase 2 Plat; (ii) to replace the original Lease Diagram with one that conforms to the Phase 2 Plat; (iii) to amend the Lot definitions in subparagraph 3.1 to conform to the configuration of the site reflected in that Phase 2 Plat and the Lease Diagram; and (iv) to make any other changes that are necessary and appropriate for consistency with the design documents as of that date.
- 69.1.5 At the conclusion of Phase 2 Construction, if actual improvements constructed during Phase 2 differ from the then-current Lease Diagram, the Parties shall execute an amendment to this Lease to replace the then-current Lease Diagram with one that conforms to the as-built improvements and to make any other changes that are necessary or appropriate to reflect those differences, including amendments to the Lot definitions in subparagraph 3.1.
- 69.1.6 At the conclusion of the Phase 2 Construction, if the Garage Access Route has been relocated so that it occupies any portion of the Parking Lot as defined on the Amendment Date (the “**Removed Portion**”), the City will provide Museum with written notification that the Premises has been reduced to exclude the Removed Portion, and Museum shall, upon request of the City, record documentation of the post-Phase 2 Premises in a format approved by the City. The City acknowledges that use of the Elevated Concept may eliminate the need for such reduction of the Premises to occur.
- 69.1.7 The Museum acknowledges (i) that, as of the Amendment Date, the Museum has provided the City with only a conceptual description of the Elevated Concept that is not supported by any rendering, schematic, site plan, or other design document and (ii) that the City’s acknowledgment of a possible Elevated Concept (regardless of where it occurs in this Lease) does not constitute any agreement to or acceptance of the Elevated Concept by the City.

69.2 *GARAGE ACCESS ROUTE.* During Phase 2 Construction, any relocation of the Garage Access Route and the continued provision of certain surface parking within the Parking Lot must be consistent with the following:

69.2.1 At the outset of Phase 2 Construction, the Garage Access Route must be relocated to the area shown on the Lease Diagram unless the City identifies an alternate location based on the Traffic Circulation Plan (as defined in subparagraph 70.1).

69.2.2 Prior to the relocation of utilities or the commencement of any improvement to the Building, Museum shall (i) construct a temporary Garage Access Route in the location to be used during Phase 2 Construction and (ii) reconfigure the portion of the Parking Lot west of the relocated Garage Access Route (i.e., Lot 4 on the Lease Diagram) in accordance with the Traffic Circulation Plan.

69.2.3 The eastern boundary of the relocated Garage Access Route will serve as the limits of the Phase 2 Construction Site (except for any period during which it is reduced in scope as needed to accommodate Race Operations in accordance with subparagraph 32.11), and Museum shall install a safety barrier with 18 inches minimum offset from the eastern edge of the limits of the relocated Garage Access Route.

69.2.4 Regardless of its location, the Garage Access Route must remain open and publicly accessible at all times, except as necessary for final paving and other site restoration activities at the conclusion of Phase 2.

69.2.5 Throughout Phase 2 Construction, the portion of portion of the Parking Lot west of the Garage Access Route (i.e., Lot 4 on the Lease Diagram) must remain available for surface parking in accordance with subparagraph 3.6, except as necessary for final paving and other site restoration activities at the conclusion of Phase 2 Construction.

69.2.6 If the City agrees to the Elevated Concept, at the conclusion of Phase 2 Construction, the Garage Access Route must be relocated for a second time, to be located under the Phase 2 Building. Following that second relocation, the Museum shall reconfigure the entire Parking Lot in accordance with the Traffic Circulation Plan.

69.3 *PARKING GARAGE.* If reconfiguration of the Premises or any other aspect of Phase 2 Construction requires any construction, reconstruction, or improvement to

the Parking Garage by the City, Museum shall reimburse the City for the cost of that construction, reconstruction, or improvement.

69.4 *CONDITION OF ADDITIONAL PROPERTY.* By accepting the addition of any property to Premises as described in this paragraph, Museum will be deemed to have inspected that property and to be accepting that property in an “as is” condition. The City makes no representation, statement, or warranty, either expressed or implied, as to the condition of that property at the time of transfer, or as to its fitness for a particular use.

69.5 *CONTINUED ACCESS.* Following reconfiguration of the Premises pursuant to this subparagraph 69, Museum shall allow direct pedestrian, vehicle, and emergency access between the Setback Lot and the Parking Lot to the extent required by the 2022 Referendum.

**70. PHASE 2—SPECIFIC DELIVERABLE REQUIREMENTS.** Certain deliverables required as part of Phase 2 Construction must be prepared and submitted in accordance with the following (in addition to any other conditions imposed by other provisions of this Lease):

70.1 *TRAFFIC CIRCULATION PLAN.* The traffic circulation plan required by the Phase 2 Milestones (the “**Traffic Circulation Plan**”) must satisfy the following conditions:

70.1.1 Except for deviations approved by the City, the plan must be consistent with the Lot Diagram, particularly with respect to alignment of the relocated Garage Access Route with the adjacent entrance to the Parking Garage.

70.1.2 The plan must provide a parking layout for all surface parking within the reconfigured Premises (including both portions of the Parking Lot and the Setback Lot) that complies with applicable Laws and that meets or exceeds applicable federal, state, and local design criteria.

70.1.3 The plan must identify relocation of any easement and utility that would be required for the new layout.

70.1.4 The plan must be based on a traffic circulation analysis conducted by a qualified traffic engineer to include peak operational flows during events and account for the operational use of all surface parking within the Premises and the Parking Garage.

- 70.1.5 Each version of the plan must be provided to the City in PDF and in Civil 3D geospatially correct.
  - 70.1.6 Museum acknowledges that the City’s review and approval of the plan will consider all applicable design criteria (including ADA accessible spaces, compact and regular spaces, drive aisles, landscaping, and pedestrian paths) and whether the proposed plan meets the functional needs for the Grand Prix and for other City events.
  - 70.1.7 If the City agrees to the Elevated Concept, the plan must provide a configuration to be used during Phase 2 Construction (i.e., with a relocated Garage Access Route) and a configuration to be used upon completion of Phase 2 Construction (i.e., with the Garage Access Route located under the Phase 2 Building), which may be the same as or differ from the one in use as of the Amendment Date.
- 70.2 *CONCEPT FOR PHASE 2 BUILDING.* The concept for Phase 2 Building required by the Phase 2 Milestones (the “**Phase 2 Concept**”) must satisfy the following conditions:
- 70.2.1 The concept must provide that any above-ground feature of the Phase 2 Building extending into the Parking Lot or the Setback Lot is sufficiently elevated as to allow for all intended uses of the Parking Lot or the Setback Lot, including the Grand Prix. Otherwise, the concept must provide that the Phase 2 Building will be fully contained within the Building Lot, including any below-grade foundation and any above-grade feature (e.g., the curb adjacent to the entrance to the Phase 2 Building must be within the Building Lot).
  - 70.2.2 The concept must provide planned alignment of new Garage Access Route during and following Phase 2 Construction.
  - 70.2.3 The concept must provide preliminary reconfiguration for parking within the Parking Lot during and following Phase 2 Construction.
  - 70.2.4 The concept must provide for relocation of utilities and any applicable private utility easement.

- 70.3 *PHASE 2 PLAT.* The Phase 2 Plat must satisfy the following conditions:
- 70.3.1 The Phase 2 Plat must be developed in accordance with the process set forth in Lease subparagraph 69.1.
  - 70.3.2 Except as approved by the City, the Phase 2 Plat must maintain blocks 2–4 of the Phase 1 Plat without alteration.
  - 70.3.3 The Museum shall ensure that the Phase 2 Plat is developed and recorded at no cost to the City.
- 70.4 *PROJECT DESIGN AND PERMITTING SCHEDULE.* The project design and permitting schedule required by the Phase 2 Milestones (the “**Design and Permitting Schedule**”) must satisfy the following conditions:
- 70.4.1 At a minimum, this schedule must provide a start date, duration, and expected completion date for each deliverable required under Tasks 1–4 on the Phase 2 Milestones. If there are multiple deliverables within a particular sub-Task (e.g., “permits”), each applicable deliverable must be addressed specifically.
  - 70.4.2 This schedule must be consistent with Phase 2 Milestones. For example, if Task 2 requires all deliverables to be completed within 120 days of Museum’s receipt of City comments on the Task 1 deliverables, applicable deadlines within the Phase 2 Design and Permitting Schedule should fall within that 120-day window.
- 70.5 *SITE CIVIL PLANS.* The site civil plans required by the Phase 2 Milestones must satisfy the following conditions:
- 70.5.1 The site civil plans must address all affected lots on the Current Plat, to show proposed relocation of utilities (and any associated private utility easement), and proposed paving and grading.
  - 70.5.2 The site civil plans must address stormwater pollution prevention to meet or exceed all applicable Laws and industry best practices.
- 70.6 *AIRPORT REGULATION ANALYSIS.* The airport regulation analysis required by the Phase 2 Milestones must satisfy the following conditions:
- 70.6.1 The report must address compliance of the proposed Phase 2 Building with all applicable FAA regulations.

70.6.2 The report address compliance of Phase 2 Construction with regulation of Albert Whitted Airport pursuant to City Code section 16.30.010.

70.7 *CONSTRUCTION STAGING AND SITE UTILIZATION PLAN.* The construction staging and site utilization plan required by the Phase 2 Milestones must satisfy the following conditions:

70.7.1 The plan must address staging and utilization for all construction-related personnel, vehicles, equipment, materials, and other tangible objects, regardless of employment or ownership (e.g., it must include third-party supplier delivery personnel and vehicles—not just those of the Phase 2 Contractor) and regardless of duration (e.g., it must address short-term queuing of vehicles—not just routine parking).

70.7.2 The plan must prohibit staging or utilization of any portion of the Center or Premises other than the Phase 2 Construction Site.

70.7.3 The plan must prohibit staging or utilization of any City right-of-way, except as expressly authorized by a permit or other regulatory approval (e.g., temporary closure pursuant to a City right-of-way permit).

70.7.4 The plan must provide for and require proper signage, access routes, and detours to ensure safe access in and around the Phase 2 Construction Site for people (including Patrons, other users of the Center, pedestrians, and construction personnel) and vehicles (including those driving within the Premises, within other portions of the Center, and on adjacent rights-of-way).

70.7.5 The plan must provide for and require a safe construction site and be consistent with the site civil plan, including the stormwater prevention aspects of the site civil plan.

70.7.6 The plan must identify a trucking route for deliveries to and from the Phase 2 Construction Site.

70.7.7 The plan must prohibit staging of construction vehicles or equipment along (i) Dali Boulevard, west of the proposed new Garage Access Route; (ii) Bayshore Boulevard from Albert Whitted Park northwards; (iii) Albert Whitted Park and 1<sup>st</sup> Street, north of 5<sup>th</sup> Avenue South; and (iv) within any designated vehicular travel or turn lanes anywhere.

- 70.7.8 The plan may allow for staging within Albert Whitted Airport property only to the limited extent authorized by applicable law, grant agreements, and airport rules, including the Primary Management and Compliance Documents.
- 70.7.9 The plan must require fuel tanks or other sources of hazardous materials to be maintained consistent with the applicable OSHA guidelines based on the tank capacity.
- 70.8 *UTILITY RELOCATION PLAN.* The utility relocation plan required by the Phase 2 Milestones must satisfy the following conditions:
  - 70.8.1 The plan must sequence construction to allow continued operation of the existing system or provide equal bypass pumping and back up during construction of the realigned stormwater system.
  - 70.8.2 The plan must address design and realignment of the stormwater system, and the new system must be constructed and placed into operation prior to removal of the existing system.
  - 70.8.3 The Museum acknowledges that utilities will need to be relocated from Phase 1 Lot 6 even if the Elevated Concept is used.
- 70.9 *BUILDING PLAN AND ELEVATIONS.* The building plan and elevations required by the Phase 2 Milestones must satisfy the following conditions:
  - 70.9.1 The plan and elevations must demonstrate that the Phase 2 Building will be contained within the Building Lot in accordance with subparagraph 70.2.1 (which provides limited authorization for encroachment into the Parking Lot and Setback Lot).
- 70.10 *PERMITS.* The permits (including applications and pre-application notes) required by the Phase 2 Milestones must satisfy the following conditions:
  - 70.10.1 Museum may be granted conditional approval to construct the Phase 2 Building contingent on substantial completion of utility relocation.
- 70.11 *CONSTRUCTION ACTION PLAN:* The construction action plan required by City Code (currently section 16.20.120.10) and as a deliverable under the Phase 2 Milestones must comply with any requirement imposed by City Code.

70.12 *CONSTRUCTION SCHEDULE.* The construction schedule deliverable required under the Phase 2 Milestones (the “**Construction Schedule**”) must satisfy the following conditions:

70.12.1 Prior to commencement of Phase 2 Construction, Museum shall provide the City with initial versions of the schedule for review and concurrence as shown in the Phase 2 Schedule.

70.12.2 At a minimum, this schedule must provide a start date, duration, and expected completion date for each deliverable required under Task 5 in the Phase 2 Milestones.

70.12.3 This plan must show sequencing of Phase 2 Construction with the Grand Prix and all other City events that may be impacted by Phase 2 Construction.

70.12.4 The plan must sequence construction to allow for Phase 2 Contractor to demobilize, clean, and restore and clean the Phase 2 Construction Site and any associated staging areas as needed for use by the City for defined City Events such as the Grand Prix.

70.13 *CONSTRUCTION AGREEMENT.* The construction agreement deliverable required under the Phase 2 Milestones must (i) cover the full scope and amount of Phase 2 Construction and (ii) be fully executed by Museum and the Phase 2 Contractor.

70.14 *PROOF OF FUNDING.* The proof of funding deliverable required under the Phase 2 Milestones must demonstrate that Museum has available funding sufficient to cover the full amount of Phase 2 Construction.

70.15 *PERFORMANCE AND PAYMENT BOND.* The performance and payment bond required under the Phase 2 Milestones must be satisfy the requirements of applicable law and Lease paragraph 26.

**71. PHASE 2—INSURANCE.** In addition to the generally applicable insurance requirements in paragraph 27 of this Lease, Museum shall maintain insurance during Phase 2 in accordance with the following:

71.1 Museum shall maintain Commercial General Liability insurance in the amount of at least \$10,000,000 per occurrence, \$10,000,000 aggregate in occurrence form.



Such coverage shall include bodily injury and property damage liability for premises, operations, products and completed operations, personal injury, personal and advertising injury, contractual liability under this Lease, broad form property damage resulting from explosion, collapse or underground exposures, and damages to the Premises.

71.2 Museum shall ensure that any Phase 2 Contractor complies in full and at all times with the obligations, prohibitions, conditions, and other provisions of Exhibit "I".

**72. PHASE 2—THEATER MANAGER COORDINATION.** Museum shall coordinate Phase 2 Construction with the Theater Manager to minimize disruption of Theater Facility in accordance with the following:

72.1 Museum shall conduct an initial meeting with the Theater Manager within 60 days of the Amendment Date to brief the Theater Manager on the status of the Phase 2 concept and to solicit the Theater Manager's input on that concept.

72.2 Following that initial meeting, Museum shall provide the Theater Manager with monthly updates on Phase 2.

72.3 Museum shall notify Theater Manager of commencement and completion of each Task on the Phase 2 Milestones (but is not required to provide notification as to any sub-Task).

72.4 Museum shall invite Theater Manager to attend each Phase 2 Coordination Meeting.

72.5 With respect to each deliverable identified in paragraph 70 that is not excluded below, Museum shall provide a copy to the Theater Manager for review and comment at the same time it provides a copy to City for approval pursuant to subparagraph 68.7. The excluded deliverables are as follows:

72.5.1 The airport regulation analysis described in subparagraph 70.6.

72.5.2 The construction agreement described in subparagraph 70.13.

72.5.3 The proof of funding described in subparagraph 70.14.

72.5.4 The performance and payment bond described in subparagraph 70.15.

72.6 Museum shall invite the Theater Manager to provide and regularly update its program schedule, including dates, times, and notations as to daytime programs and

programs expected to draw larger than normal numbers of patrons. Based on that information, Museum shall require the Phase 2 Contractor to make reasonable efforts to schedule construction activity so as to minimize (i) noise and vibrations during scheduled programs and (ii) the risk of utility interruptions during scheduled programs.

72.7 Museum shall provide the Theater Manager with a dedicated liaison for Phase 2 (the “**Theater Manager Liaison**”) and ensure that the Theater Manager has up-to-date contract information for the Theater Manager Liaison (including email and cell) throughout Phase 2.

72.8 Museum, through the Theater Manager Liaison, shall (i) promptly respond to Theater Manager’s concerns and inquiries regarding aspects of the Phase 2 Construction that may affect Theater Facility operations; (ii) act promptly and in good faith to address and resolve such concerns; (iii) promptly advise Theater Manager if there is any change to the construction schedule, storage, staging, or any other aspect of Phase 2 Construction that Museum knows or should know might cause a Material Adverse Impact on Theater Facility.

72.9 Museum shall use reasonable efforts to prevent the Phase 2 Construction from causing any Material Adverse Impact on Theater Facility. But if a Material Adverse Impact on Theater Facility still occurs despite those efforts, Museum shall act promptly and in good faith to minimize the damage caused by that impact.

**73. PHASE 2—PROMOTER COORDINATION.** Museum shall coordinate Phase 2 Construction with the Promoter to minimize disruption of Race Operations in accordance with the following:

73.1 Museum shall conduct an initial meeting with the Promoter within 60 days of the Amendment Date to brief the Promoter on the status of the Phase 2 concept and to solicit the Promoter’s input on that concept.

73.2 Following that initial meeting, Museum shall provide the Promoter with monthly updates on Phase 2.

73.3 Museum shall notify the Promoter of commencement and completion of each Task on the Phase 2 Milestones (but is not required to provide notification as to any sub-Task).

73.4 Museum shall invite the Promoter to attend each Phase 2 Coordination Meeting.

- 73.5 With respect to each deliverable identified in paragraph 70 that is not excluded below, Museum shall provide a copy to the Promoter for review and comment at the same time it provides a copy to City for approval pursuant to subparagraph 68.7. The excluded deliverables are as follows:
- 73.5.1 The airport regulation analysis described in subparagraph 70.6.
  - 73.5.2 The construction agreement described in subparagraph 70.13.
  - 73.5.3 The proof of funding described in subparagraph 70.14.
  - 73.5.4 The performance and payment bond described in subparagraph 70.15.
- 73.6 Museum shall provide the Promoter with a dedicated liaison for Phase 2 (the “**Promoter Liaison**”) and ensure that the Promoter has up-to-date contract information for the Promoter Liaison (including email and cell) throughout Phase 2.
- 73.7 Museum, through the Promoter Liaison, shall (i) promptly respond to Promoter’s concerns and inquiries regarding aspects of the Phase 2 Construction that may affect Race Operations; (ii) act promptly and in good faith to address and resolve such concerns; (iii) promptly advise Promoter if there is any change to the construction schedule, storage, staging, or any other aspect of Phase 2 Construction that Museum knows or should know might cause a Material Adverse Impact on Race Operations.
- 73.8 Museum shall use reasonable efforts to prevent the Phase 2 Construction from causing any Material Adverse Impact on Race Operations. But if a Material Adverse Impact on Race Operations still occurs despite those efforts, Museum shall act promptly and in good faith to minimize the damage caused by that impact.

**74. PHASE 2—CANCELLATION BY MUSEUM.**

- 74.1 If any of the following conditions occur prior to commencement of any Phase 2 Construction, Museum may provide City with written notice that it is cancelling Phase 2 pursuant to this paragraph.
- 74.1.1 Museum fails to obtain City approval (either preliminary or regulatory) of any deliverable identified in the Phase 2 Milestones despite good faith efforts by the Museum to obtain such approval.
  - 74.1.2 Museum is otherwise unable to commence construction of the Phase 2 Building after good faith efforts to do so.

74.2 If Museum cancels Phase 2 pursuant to this paragraph, it does not constitute a Default, and the Parties shall negotiate an amendment to this Lease in good faith and in accordance with the following:

74.2.1 Museum acknowledges (i) that City has invested significant resources in developing this Amended Lease, including revisions that to the Lease that are unrelated to Phase 2, and (ii) that the purpose of the amendment required by this subparagraph is to remove references to Phase 2 and not to restore the 2007 Lease in its entirety.

74.2.2 The amendment must remove all provisions related to Phase 2, particularly any provision that would obligate Museum to construct the Phase 2 Building. With respect to any other type of provision that refers to Phase 2, the amendment should remove only the language necessary to eliminate that reference. For example, the amendment of subparagraph 67.4 would remove the two subparagraphs related to Claims arising out of or related to Phase 2 Construction, while leaving the other subparagraphs in place.

74.3 Once any Phase 2 Construction has commenced, Museum no longer has a right to cancel Phase 2 under this paragraph, and Museum shall complete Phase 2 Construction in accordance with this Lease.

**75. FUTURE CENTER IMPROVEMENTS.** The term “**Future Center Improvements**” means future improvements to the Center that would benefit both the Museum and the Theater Facility while continuing to support the Grand Prix. The City may remove any portion of the Parking Lot from the Premises to construct Future Center Improvements only if there is a mutual written agreement between City and Museum consenting to removal of the applicable portion of the Parking Lot, which may take the form of an amendment to this Lease effectuating that removal.

[SIGNATURE PAGES FOLLOW]

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

WITNESS: CITY OF ST. PETERSBURG, FLORIDA

Sign: \_\_\_\_\_ Sign: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

PO Address: \_\_\_\_\_ Title: \_\_\_\_\_  
\_\_\_\_\_

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

PO Address: \_\_\_\_\_  
\_\_\_\_\_

ATTEST

Approved as to Content and Form

\_\_\_\_\_  
Chandrasasa Srinivasa, City Clerk

\_\_\_\_\_  
City Attorney (Designee)

(SEAL)

STATE OF FLORIDA  
COUNTY OF PINELLAS

This foregoing instrument was acknowledged before me on (date) \_\_\_\_\_ by means of  physical presence or  online notarization by (name) \_\_\_\_\_, as (title) \_\_\_\_\_ of the City of St. Petersburg, Florida, who is  personally known to me or  produced the following as identification (description): \_\_\_\_\_  
\_\_\_\_\_.

[NOTARY STAMP]

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

WITNESS:

SALVADOR DALÍ MUSEUM, INC.

Sign: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

PO Address: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

PO Address: \_\_\_\_\_

\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PINELLAS

This trust agreement was acknowledged before me on (date) \_\_\_\_\_ by means of  
 physical presence or  online notarization by (name) \_\_\_\_\_,  
as (title) \_\_\_\_\_ of Salvador Dalí Museum, Inc, who is  personally known  
to me or  produced the following as identification (description): \_\_\_\_\_

\_\_\_\_\_ .

[NOTARY STAMP]

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**EXHIBIT "A"**  
**PREMISES ILLUSTRATION ON COMMENCEMENT DATE**

EXHIBIT "A" PREMISES ILLUSTRATION ON COMMENCEMENT DATE

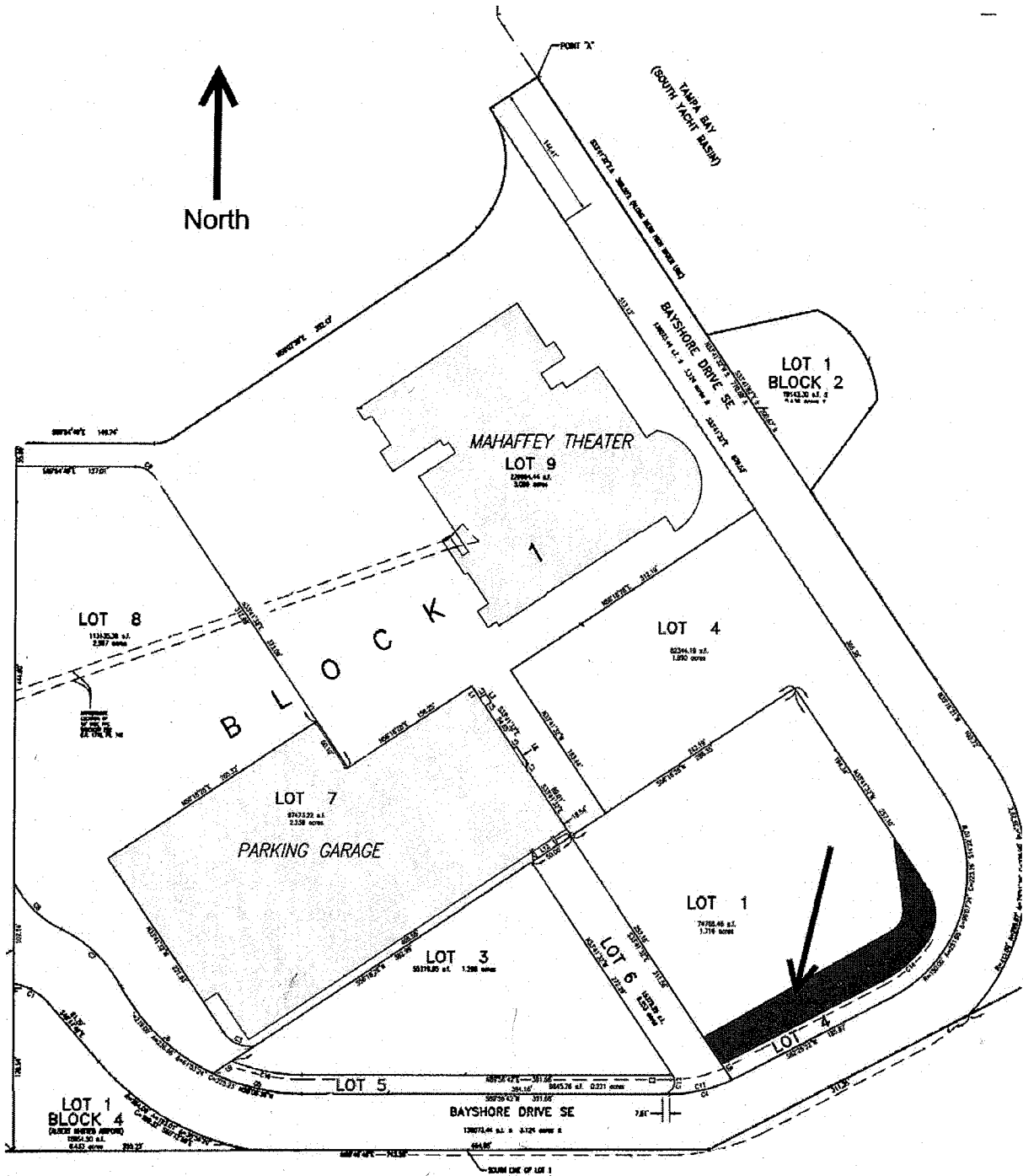
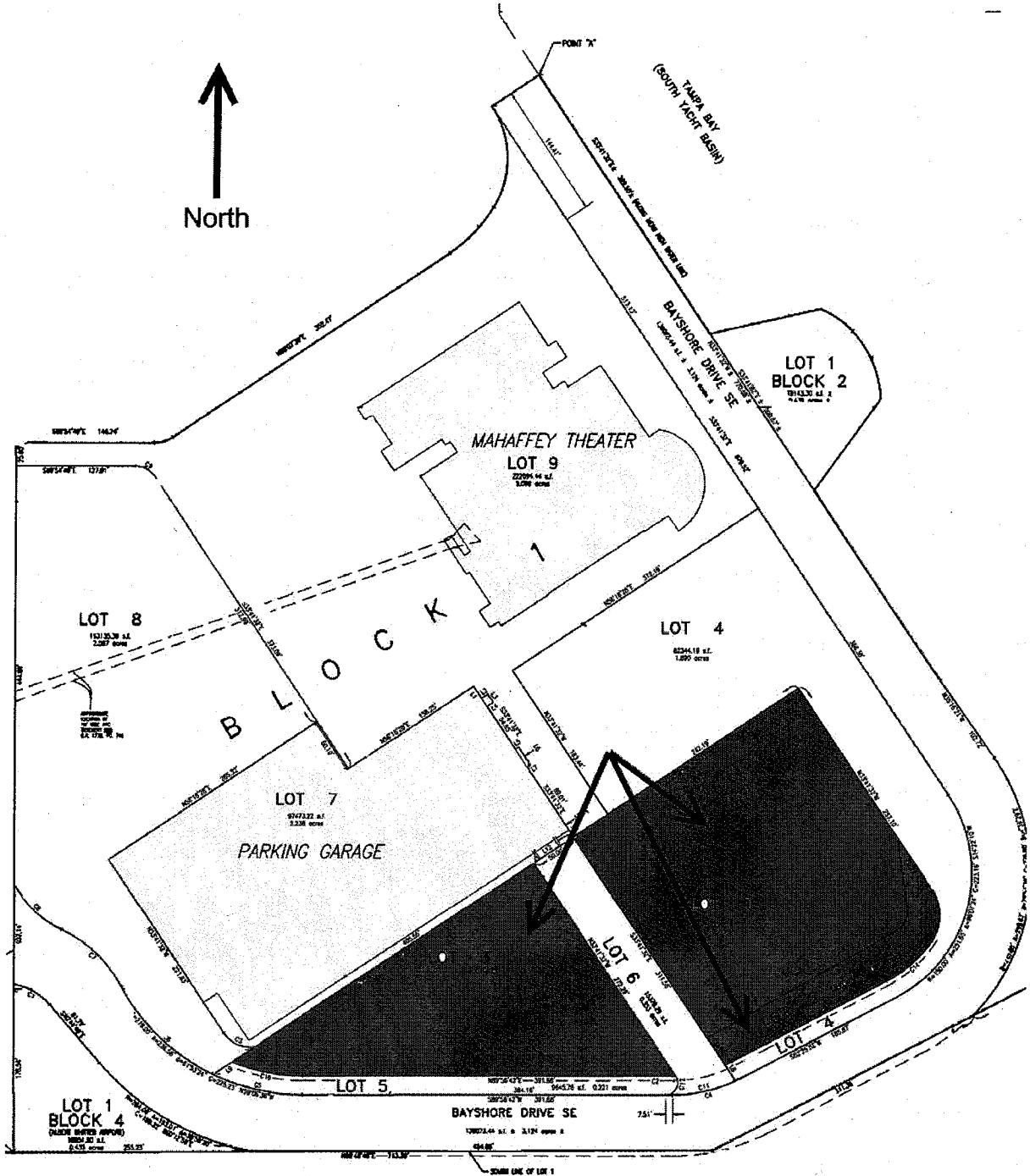


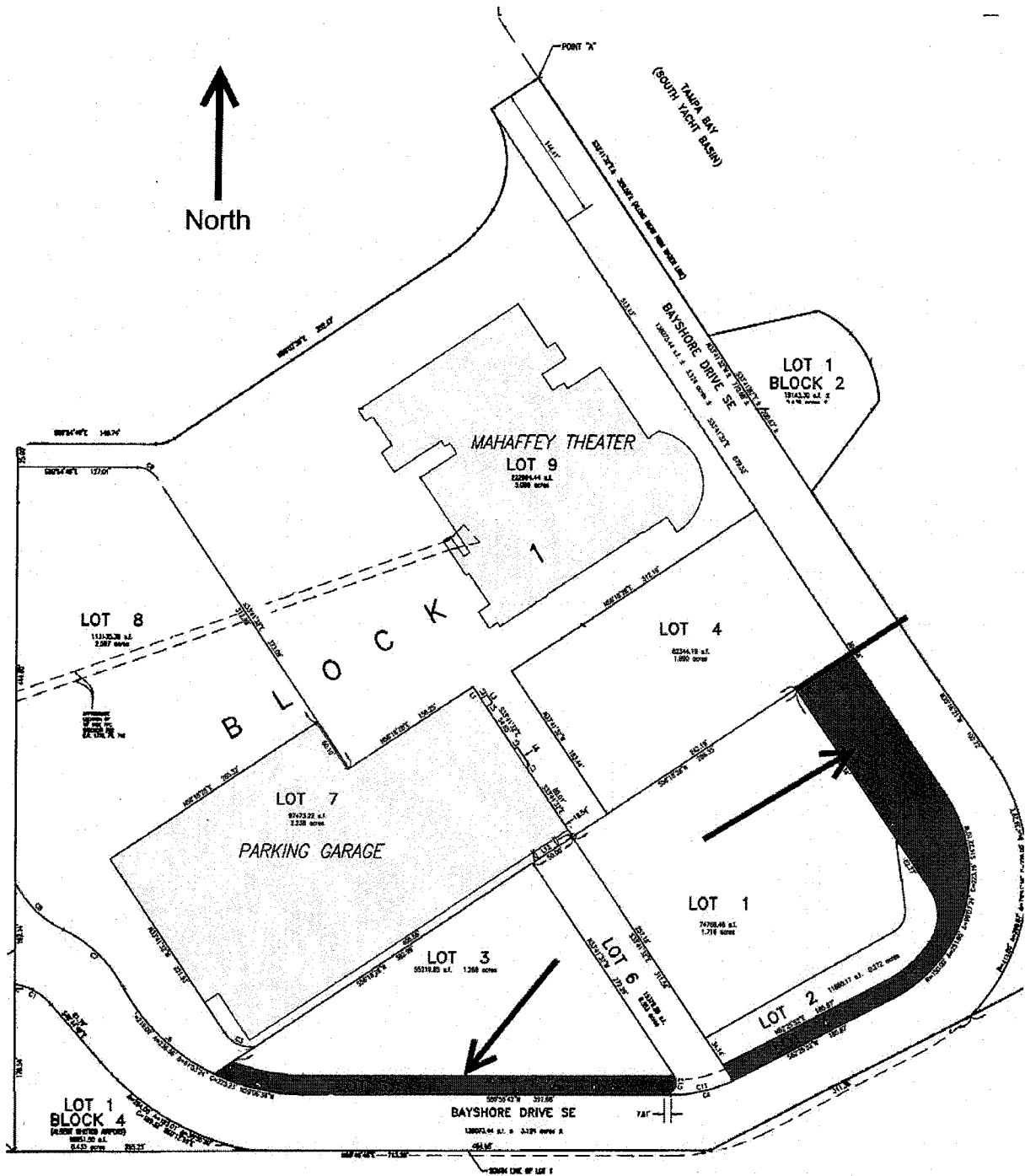


EXHIBIT "A" CONT'D PREMISES ILLUSTRATION ON COMMENCEMENT OF CONSTRUCTION



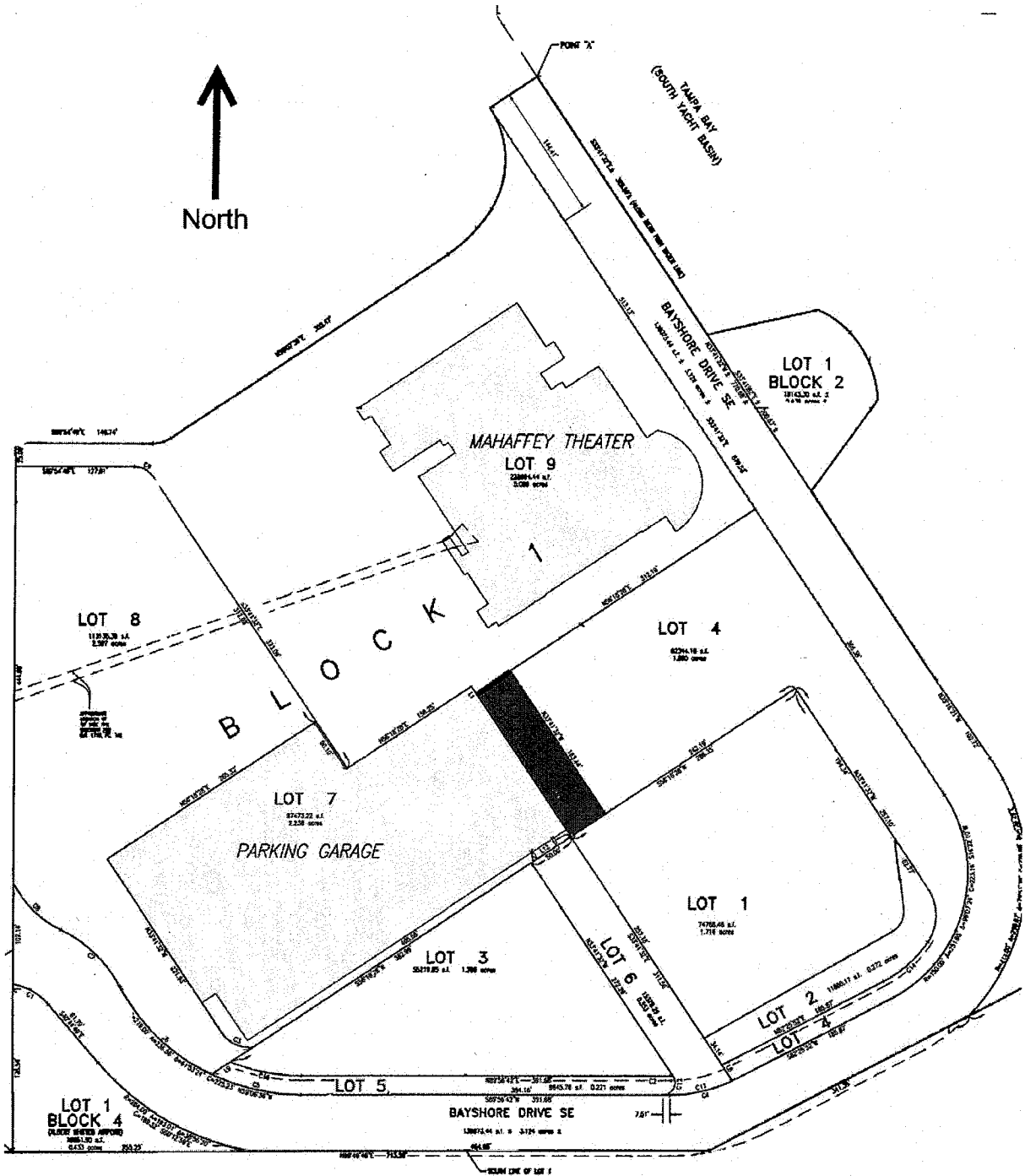
**EXHIBIT "B"**  
**CITY USE PORTION OF LOT 4. LOCATION OF LOT 5 OF THE CENTER**

EXHIBIT "B" CITY USE PORTION OF LOT 4. LOCATION OF LOT 5 OF THE CENTER



**EXHIBIT "B-1"**  
**A PORTION OF LOT 9**

EXHIBIT "B-1" A PORTION OF LOT 9



**EXHIBIT "C"**  
**PHASE 1 PLAT**

134

98

# CENTER FOR THE ARTS

BEING A REPLAT OF LOT 1, BLOCK 1, ALBERT WHITTED AIRPORT SECOND REPLAT AND ADDITION, AS RECORDED IN PLAT BOOK 112, PAGES 23 & 24, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PORTION OF WATER LOTS 9, 10 AND 11, REVISED MAP OF THE CITY OF ST. PETERSBURG, AS RECORDED IN PLAT BOOK 1, PAGE 49, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, TOGETHER WITH VACATED RIGHTS OF WAY, ALL LYING IN THE SOUTHEAST 1/4 OF SECTION 19 AND IN THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 31 SOUTH, RANGE 17 EAST, CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA

**DESCRIPTION:**

**LEGAL DESCRIPTION**

From the Southwest corner of Lot 1, Block 1, ALBERT WHITTED AIRPORT SECOND REPLAT AND ADDITION, as recorded in Plat Book 112, Pages 23 & 24, Public Records of Pinellas County, Florida as the Point of Beginning; thence along the Westerly extension of the South line thereof, S.89°46'46"W., 26.63 feet to a point on the East right of way of 1st Street South; thence along said East right of way, N.00°04'41"W., 755.47 feet; thence departing said East right-of-way, S.89°54'49"E., 146.74 feet to a point of curvature; thence 20.74 feet along the arc of a curve to the left, concave to the Northwest, having a radius of 35.00 feet, central angle 33°57'32"; chord bearing N.73°06'25"E., chord length 20.44 feet to a point of tangency; thence N.56°07'39"E., 352.47 feet to a point of curvature; thence 67.55 feet along the arc of a curve to the left, concave to the Northwest, having a radius of 155.00 feet, central angle 24°58'13"; chord bearing N.43°38'32"E., chord length 67.02 feet to a point of compound curvature; thence 113.18 feet along the arc of a curve to the left, concave to the West, having a radius of 100.00 feet, central angle 64°50'57"; chord bearing N.01°16'03"W., chord length 107.24 feet to a point of intersection with a radial line; thence N.56°18'28"E., 60.00 feet more or less to a point on the mean high water line of Tampa Bay, (South Yacht Basin), said point hereinafter referred to as Point "A" for convenience. Return thence to the Point of Beginning; thence along the South and East boundary of said Lot 1, Block 1, the following three courses: N.89°46'46"E., 713.28 feet; thence N.62°31'54"E., 1,395.98 feet; thence N.27°38'49"W., 140.48 feet more or less to a point on the mean high water line of said Tampa Bay (South Yacht Basin); thence meandering along the mean high water line of said Tampa Bay (South Yacht Basin) in a Westerly and Northerly direction to the aforementioned Point "A".

St. Petersburg, Florida

**DEDICATION:**

The undersigned hereby certifies that it is the Owner of the hereon described tract of land hereby platted as CENTER FOR THE ARTS, and that it dedicates to the public all streets, public utility easements, rights of way, and public areas shown on this plat of the subdivision of said lands. Previously dedicated easement shown hereon (being identified by appropriate recording information) is shown for informational purposes. Said easement is not intended to be dedicated by this plat. The intended use of said easement is defined in the previously recorded document.

CITY OF ST. PETERSBURG, FLORIDA,  
A Municipal Corporation

Rick Baker  
Mayor

Signed and delivered in the presence of:

Kevin M. Dunn  
Witness  
KEVIN M. DUNN  
(Print Name)

Bruce Games  
Witness  
BRUCE GAMES  
(Print Name)

**ACKNOWLEDGMENT:**

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 16th day of November, A.D., 2007, by Rick Baker, Mayor of the CITY OF ST. PETERSBURG, FLORIDA, A Municipal Corporation, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

My commission expires: 3-12-2009



Cathy E. Davis  
NOTARY PUBLIC, State of Florida at Large

**NOTICE:** This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

The public utility easements dedicated hereon shall also be an easements for the construction, installation, maintenance and operation of cable television services; provided, however, no such construction, installation, maintenance and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. Such construction, installation, maintenance, and operation shall comply with the National Electrical Safety Code as adopted by the Florida Public Service Commission.

**CERTIFICATE OF APPROVAL BY THE CITY OF ST. PETERSBURG:**

APPROVED by the City of St. Petersburg, Pinellas County, Florida, this 16th day of NOVEMBER, A.D., 2007; provided that this plat has been filed for record in the office of the Clerk of the Circuit Court of Pinellas County, Florida, within six (6) months from the date of this approval.

Rick Baker MAYOR

APPROVED by the City Council of the City of St. Petersburg, Pinellas County, Florida, this 6th day of November, A.D., 2007.

James Bennett CHAIRMAN

**CERTIFICATE OF APPROVAL BY COUNTY CLERK:**

STATE OF FLORIDA  
COUNTY OF PINELLAS

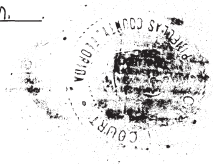
I, Ken Burke, Clerk of the Circuit Court of Pinellas County, Florida, hereby certify that this plat has been examined and that it complies in form with all the requirements of the Statutes of Florida pertaining to maps and plats and that this plat has been filed for record in

Plat Book 134, Page 98, 99, 100, 101, 102 Public Records of Pinellas County, Florida.

Signed on this 16th day of November, A.D., 2007, at 3:39 P.M.

By: Carol S. Moharrer  
Deputy Clerk

Ken Burke, Clerk  
Pinellas County, Florida



**CERTIFICATE OF CONFORMITY:**

Reviewed for conformity to Chapter 177, Part I, Florida Statutes by a Professional Surveyor and Mapper under contract or employed by the City of St. Petersburg.

Matthew D. Pickel  
Florida Professional Surveyor & Mapper No. 6125

Date: 11/01/07

**SURVEYOR'S CERTIFICATE:**

I, Catherine A. Pollak, of George F. Young, Inc., the Surveyor making this plat, do hereby certify that this plat was prepared under my direction and supervision and to the best of my knowledge and belief that this plat complies with all the survey requirements of Part I, Chapter 177, Florida Statutes.

Plat boundary surveyed on the 30th day of October, A.D., 2007.

GEORGE F. YOUNG, INC., LB 021  
299 Dr. Martin Luther King Jr. Street North  
St. Petersburg, FL 33701  
(727) 822-4317

Catherine A. Pollak  
Catherine A. Pollak  
Florida Professional Surveyor & Mapper  
# LS 6257



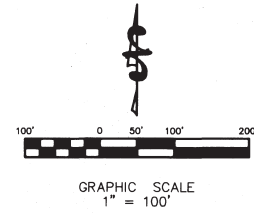
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# CENTER FOR THE ARTS

BEING A REPLAT OF LOT 1, BLOCK 1, ALBERT WHITTED AIRPORT SECOND REPLAT AND ADDITION, AS RECORDED IN PLAT BOOK 112, PAGES 23 & 24, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PORTION OF WATER LOTS 9, 10 AND 11, REVISED MAP OF THE CITY OF ST. PETERSBURG, AS RECORDED IN PLAT BOOK 1, PAGE 49, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, TOGETHER WITH VACATED RIGHTS OF WAY, ALL LYING IN THE SOUTHEAST 1/4 OF SECTION 19 AND IN THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 31 SOUTH, RANGE 17 EAST, CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA

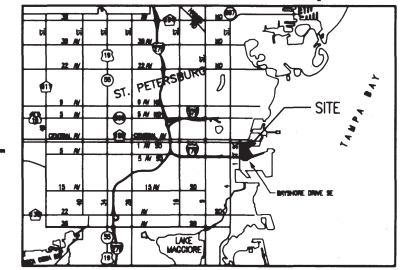
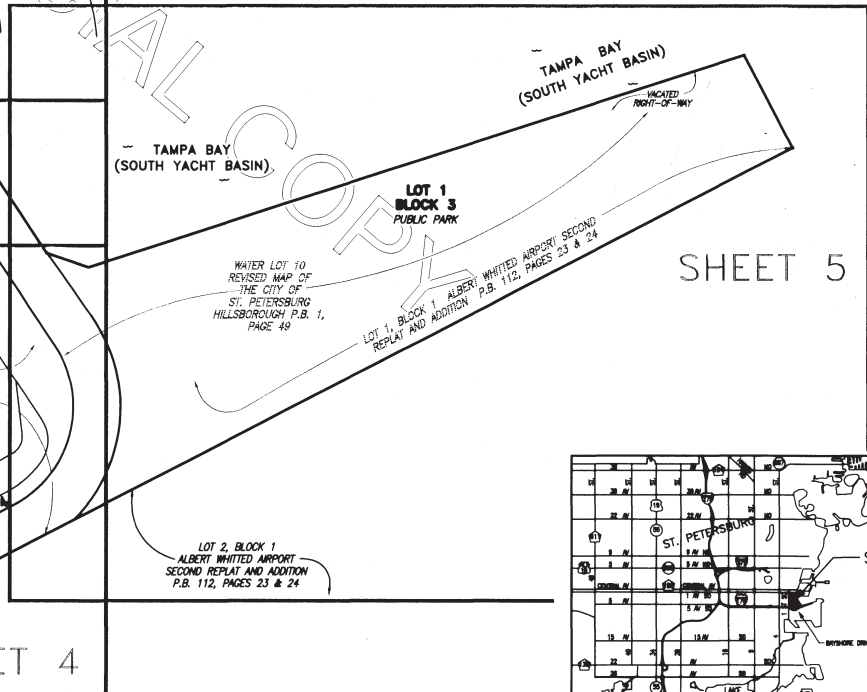
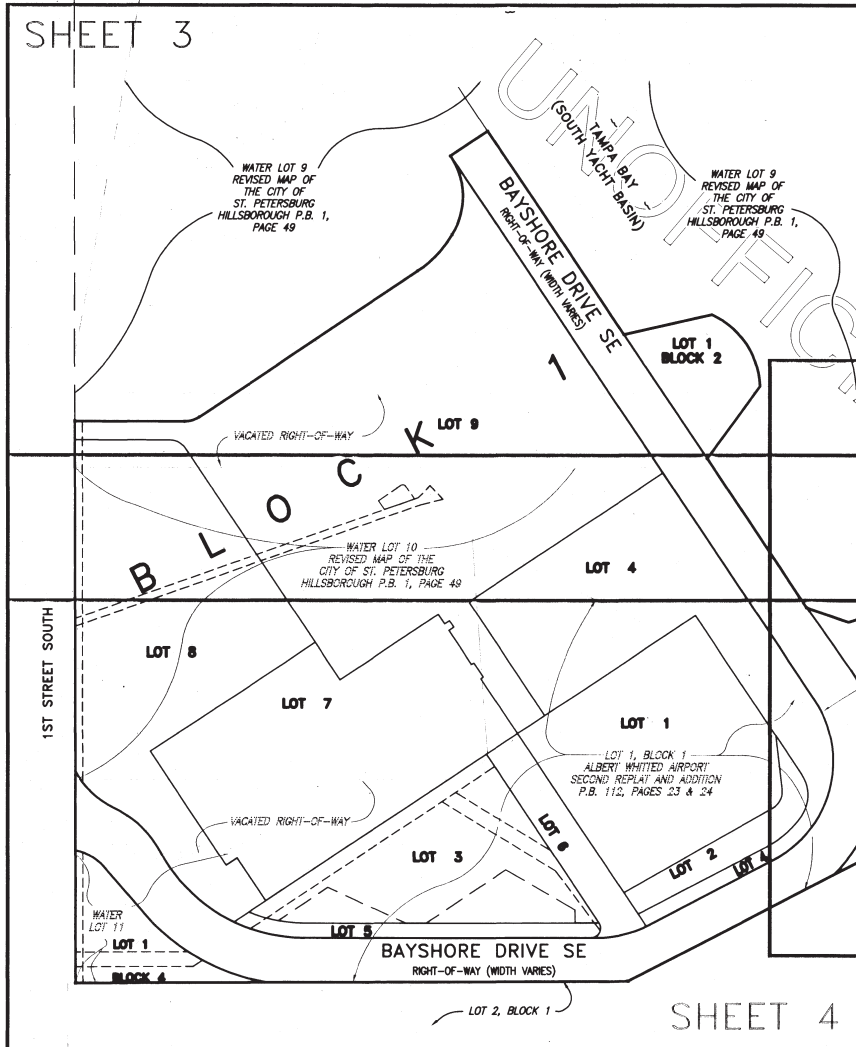
TAMPA BAY  
(SOUTH YACHT BASIN)



LEGEND			
A	ARC	P.B.	PLAT BOOK
C	CHORD DISTANCE AND CHORD BEARING	PC	POINT OF CURVE
CB	CHORD BEARING	PCC	POINT OF COMPOUND CURVE
(D)	DESCRIPTION	PCP	PERMANENT CONTROL POINT
Δ	DELTA (CENTRAL ANGLE)	PLS	PROFESSIONAL LAND SURVEYOR
D.B.	DEED BOOK	P.D.B.	POINT OF BEGINNING
E	EASEMENT	PRC	POINT OF REVERSE CURVE
FN&D	FOUND NAIL AND DISK	PRM	PERMANENT REFERENCE MONUMENT
FPC	FLORIDA POWER CORPORATION	PSM	PROFESSIONAL SURVEYOR AND MAPPER
FR&D	FOUND RIVET AND DISK	RAD	RADIUS
ID	IDENTIFICATION	RNG	RANGE
LB	LICENSED BUSINESS	R/W	RIGHT OF WAY
LP	LIGHT POLE	SCM	SET CONCRETE MONUMENT
LS	LICENSED SURVEYOR	SEC	SECTION
(M)	MEASURED	SIR	SET 1/2" IRON ROD
MAS	MASONRY	SN&D	SET NAIL AND DISK
NO	NUMBER	SN&D	SET RIVET AND DISK
O/A	OVERALL	SP&D	SET PARKER-KALON NAIL AND DISK
O.R.	OFFICIAL RECORDS BOOK	TWP	TOWNSHIP

NOTES

1. Basis of bearings: N 89°45'48"E, along the South line of Lot 1, Block 1, ALBERT WHITTED AIRPORT SECOND REPLAT AND ADDITION, as recorded in Plat Book 112, Pages 23 and 24, Public Records of Pinellas County, Florida.
2. There may be additional restrictions that are not recorded in this plat that may be found in the Public Records of this county.
3. All distances shown herewith are in feet.
4. All distances shown herewith are rounded to the nearest 0.01 feet. Due to rounding, the sum of some intermediate distances as shown does not equal the overall distance as shown to 0.01 feet.
5. That certain utility easement located within Lot 1, Block 1, ALBERT WHITTED AIRPORT SECOND REPLAT AND ADDITION, as recorded in Plat Book 112, Pages 23 and 24 of the Public Records of Pinellas County, Florida, and that certain 80-foot street and utility easement located within Lot 1, Block 1, ALBERT WHITTED AIRPORT SECOND REPLAT AND ADDITION, as recorded in Plat Book 112, Pages 23 and 24 of the Public Records of Pinellas County, Florida, have been vacated as per O.R. 16031, Pages 1820 through 1824, Public Records of Pinellas County, Florida.



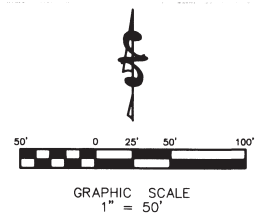
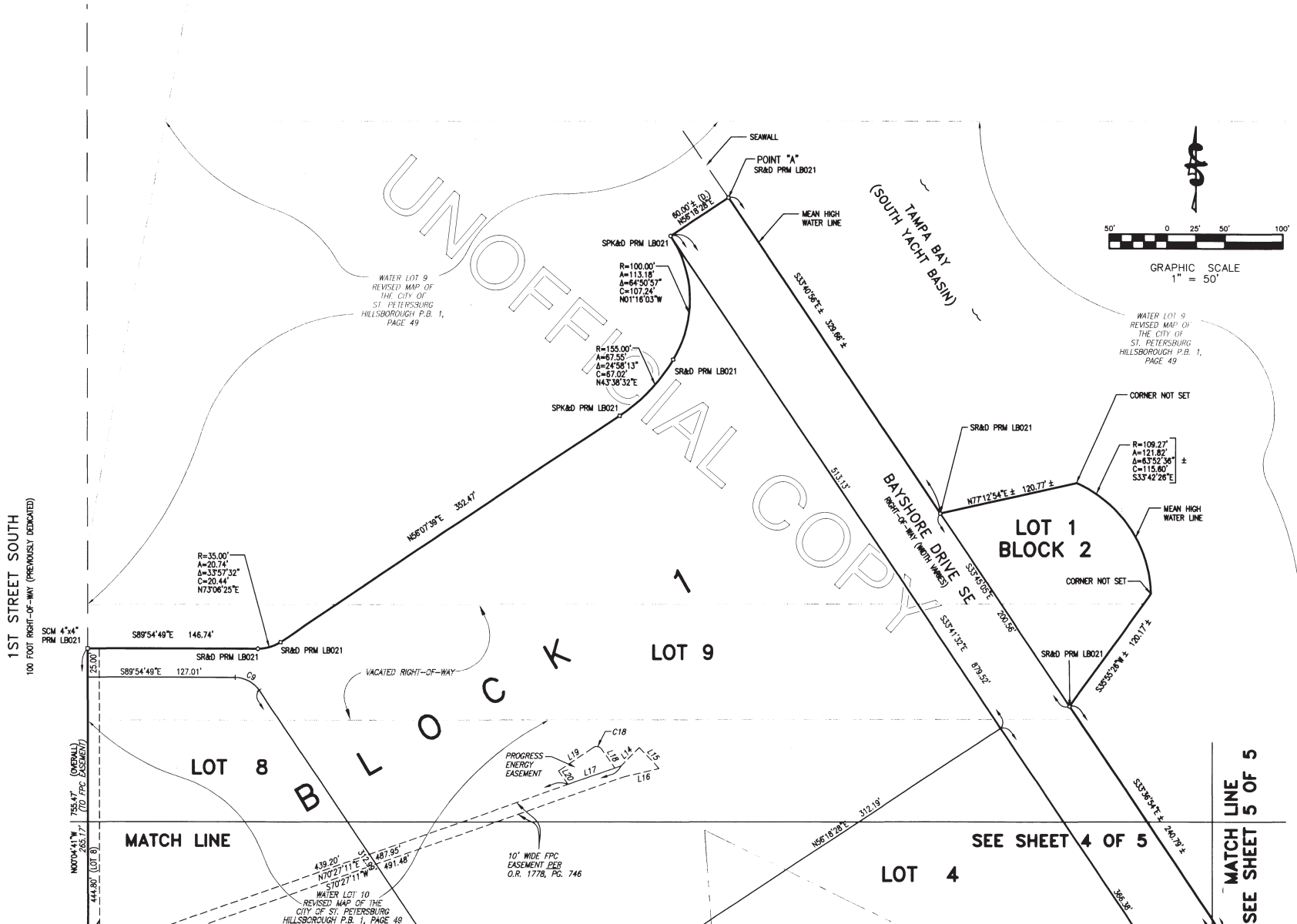
**George F. Young, Inc. LB 021**  
299 Dr. Martin Luther King Jr. Street North  
St. Petersburg, Florida 33701  
(727) 822-4317

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# CENTER FOR THE ARTS

BEING A REPLAT OF LOT 1, BLOCK 1, ALBERT WHITTED AIRPORT SECOND REPLAT AND ADDITION, AS RECORDED IN PLAT BOOK 112, PAGES 23 & 24, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PORTION OF WATER LOTS 9, 10 AND 11, REVISED MAP OF THE CITY OF ST. PETERSBURG, AS RECORDED IN PLAT BOOK 1, PAGE 49, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, TOGETHER WITH VACATED RIGHTS OF WAY, ALL LYING IN THE SOUTHEAST 1/4 OF SECTION 19 AND IN THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 31 SOUTH, RANGE 17 EAST, CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA



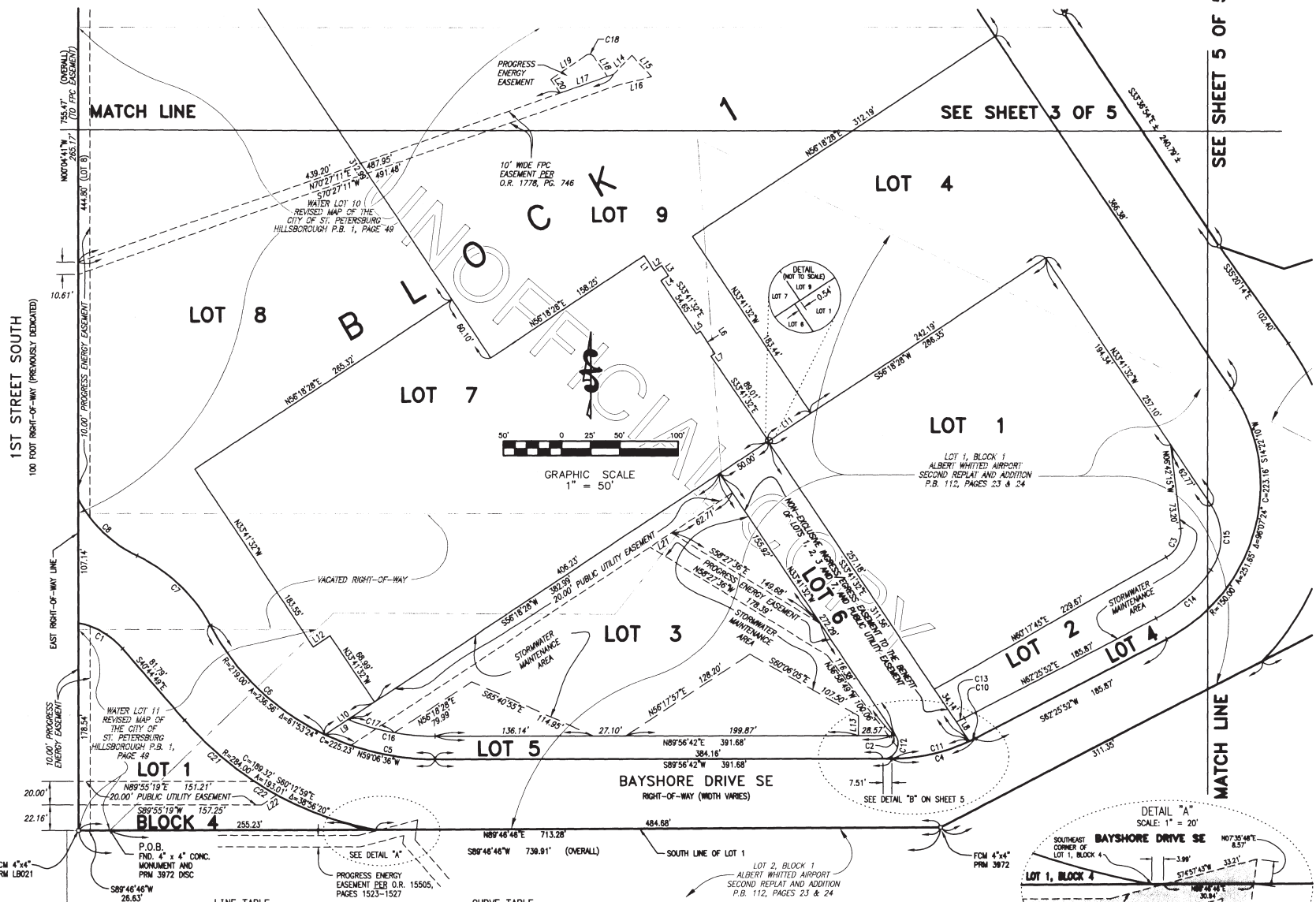
LINE TABLE				CURVE TABLE			
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING	CURVE	ARC
L14	22.36'	N43°53'18"E	L19	36.50'	S55°29'28"W	C9	24.53'
L15	25.06'	S43°05'44"E	L20	14.51'	S54°30'34"E	C8	24.53'
L16	30.15'	S78°09'49"W	L21	22.03'	S08°18'28"E	C18	7.85'
L17	42.86'	N70°27'11"E	L22	15.57'	S58°18'28"W		
L18	20.40'	N34°30'54"W					

**George F. Young, Inc. LB 021**  
 299 Dr. Martin Luther King Jr. Street North  
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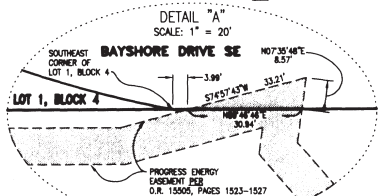
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# CENTER FOR THE ARTS

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GRAPHIC SCALE  
1" = 50'



**LINE TABLE**

LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	15.28'	S33°41'32"E	L12	17.35'	S56°18'28"W
L2	7.81'	S58°18'28"W	L13	17.38'	S00°03'18"E
L3	10.92'	S33°41'32"E	L14	22.38'	N43°03'14"E
L4	7.81'	S58°18'28"W	L15	23.08'	S43°02'44"E
L5	4.98'	S58°18'28"W	L16	30.15'	S78°08'47"W
L6	23.00'	S33°41'32"E	L17	42.98'	N70°27'11"E
L7	4.00'	S58°18'28"W	L18	20.40'	S54°30'34"W
L8	20.24'	N31°41'32"W	L19	38.40'	S59°18'28"W
L9	23.71'	S58°18'28"W	L20	14.31'	S34°30'34"E
L10	31.01'	S58°18'28"W	L21	22.83'	N68°18'24"E
L11	43.82'	N58°18'28"E	L22	15.57'	S58°18'28"W

**CURVE TABLE**

CURVE	IBC	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING	CURVE	IBC	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	44.35'	85.00'	39°05'33"	23.08'	43.49'	S80°17'35"E	C12	27.83'	12.90'	123°38'14"	24.07'	22.73'	N28°07'35"E
C2	3.22'	135.00'	172°07'31"	1.81'	3.22'	S88°15'38"E	C13	7.75'	135.00'	3°17'18"	3.87'	7.75'	N84°04'30"E
C3	29.23'	25.00'	87°00'00"	18.50'	27.80'	N67°18'45"E	C14	63.87'	130.00'	28°08'52"	32.58'	63.22'	N84°21'38"E
C4	74.43'	155.00'	27°30'50"	37.85'	73.72'	S78°11'17"W	C15	58.32'	30.00'	87°58'32"	33.71'	55.90'	N00°17'44"E
C5	87.75'	218.00'	25°34'23"	48.70'	88.94'	S77°18'08"W	C16	78.48'	189.00'	22°54'58"	38.86'	78.50'	S79°16'10"E
C6	136.81'	118.00'	38°18'58"	71.83'	138.50'	N44°18'24"W	C17	41.34'	199.00'	11°54'07"	20.74'	41.28'	S73°50'48"E
C7	88.21'	137.87'	36°38'34"	45.87'	88.71'	N48°29'41"W	C18	39.75'	155.00'	14°41'42"	18.88'	39.84'	S88°48'43"W
C8	71.84'	108.38'	37°02'14"	37.18'	70.34'	N46°43'21"W	C19	22.74'	155.00'	8°24'17"	11.38'	22.72'	S81°18'43"W
C9	5.58'	155.00'	2°03'22"	2.79'	5.58'	S83°27'48"W	C20	80.27'	284.00'	18°11'38"	40.40'	80.00'	S48°50'38"E
C10	88.85'	155.00'	25°29'58"	35.00'	88.28'	S77°13'13"W	C22	22.18'	284.00'	4°28'15"	11.08'	22.18'	S59°10'38"E

**George F. Young, Inc. LB 021**  
299 Dr. Martin Luther King Jr. Street North  
St. Petersburg, Florida 33701  
(727) 822-4317

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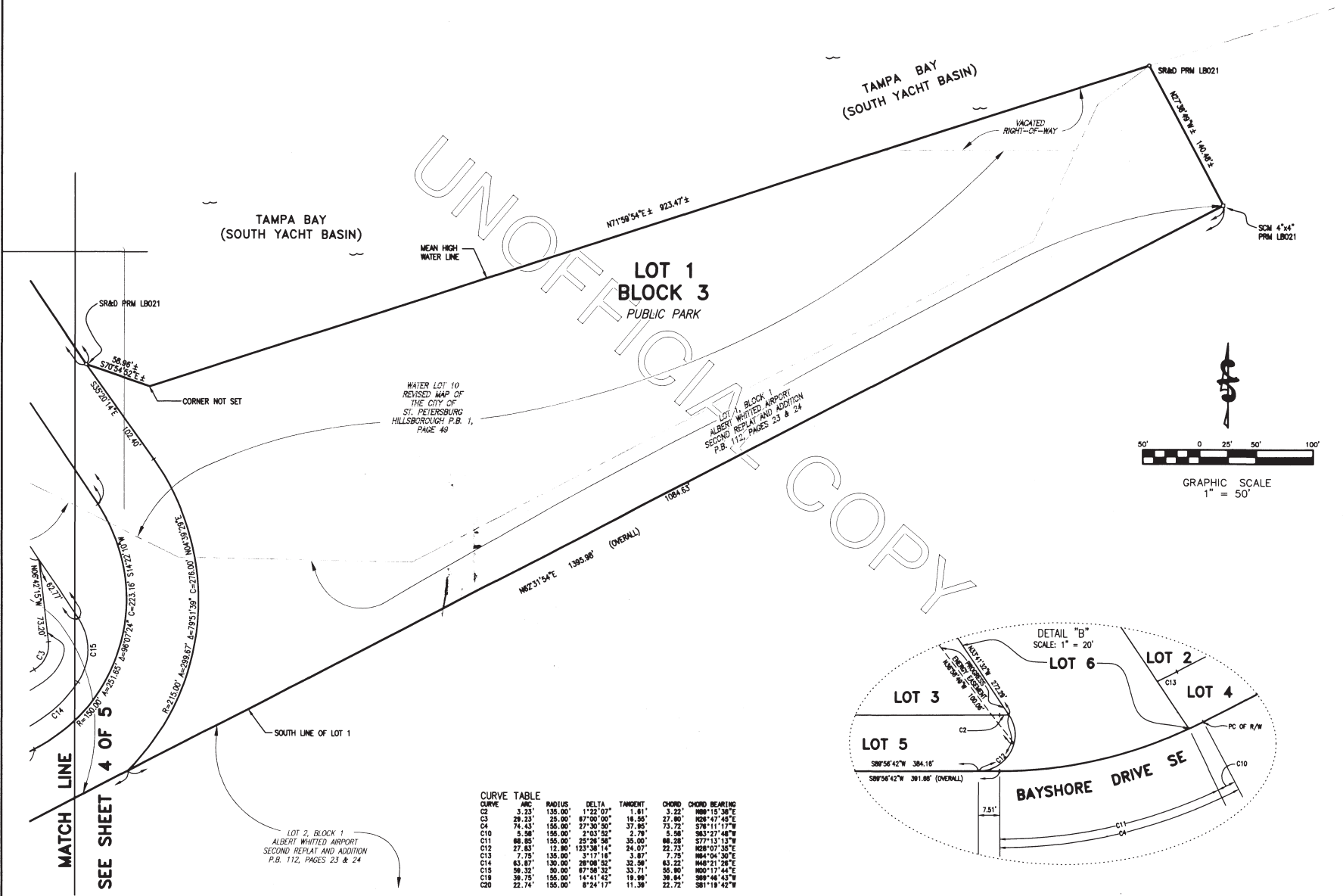
134

102

# CENTER FOR THE ARTS

BEING A REPLAT OF LOT 1, BLOCK 1, ALBERT WHITTED AIRPORT SECOND REPLAT AND ADDITION, AS RECORDED IN PLAT BOOK 112, PAGES 23 & 24, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PORTION OF WATER LOTS 9, 10 AND 11, REVISED MAP OF THE CITY OF ST. PETERSBURG, AS RECORDED IN PLAT BOOK 1, PAGE 49, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, TOGETHER WITH VACATED RIGHTS OF WAY, ALL LYING IN THE SOUTHEAST 1/4 OF SECTION 19 AND IN THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 31 SOUTH, RANGE 17 EAST, CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA

UNOFFICIAL COPY

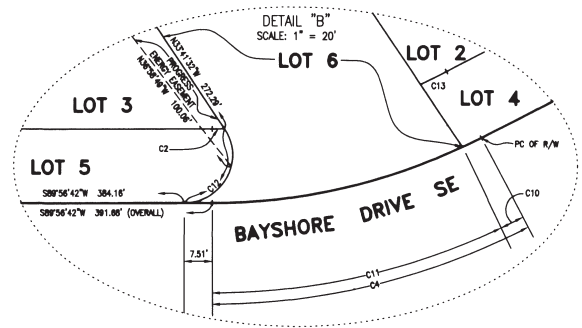


WATER LOT 10  
REVISED MAP OF  
THE CITY OF  
ST. PETERSBURG  
HILLSBOROUGH P.B. 1,  
PAGE 49

LOT 1, BLOCK 1  
ALBERT WHITTED AIRPORT  
SECOND REPLAT AND ADDITION  
P.B. 112, PAGES 23 & 24

**CURVE TABLE**

CURVE	ARC	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C02	3.23'	135.00'	1°22'07"	1.81'	3.22'	N88°15'38"E
C3	29.23'	25.00'	87°00'00"	18.56'	27.80'	N88°47'42"E
C4	74.43'	155.00'	27°30'50"	37.85'	73.72'	S78°11'17"W
C10	5.58'	155.00'	2°03'52"	2.78'	5.58'	S83°27'48"W
C11	88.85'	155.00'	23°58'58"	35.00'	88.28'	S77°13'17"W
C12	27.83'	12.80'	123°38'14"	24.07'	22.73'	N28°07'35"E
C13	7.75'	135.00'	3°17'16"	3.87'	7.75'	N84°04'30"E
C14	63.87'	135.00'	28°08'52"	32.58'	63.22'	N48°21'28"E
C15	56.32'	90.00'	87°58'52"	33.71'	56.80'	N20°17'44"E
C16	39.75'	155.00'	14°41'42"	19.88'	38.44'	S89°46'43"W
C20	22.74'	155.00'	8°24'17"	11.38'	22.72'	S81°19'42"W

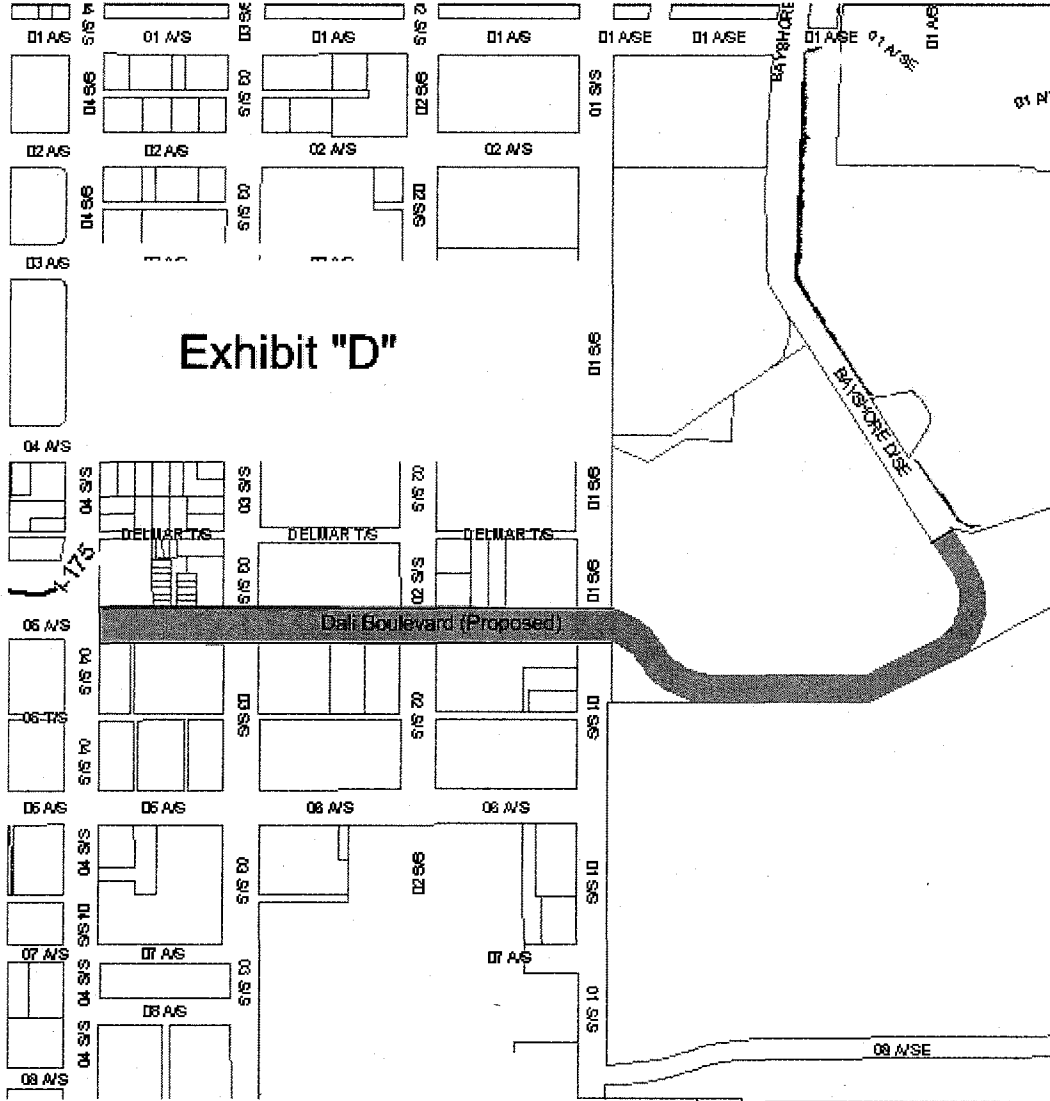


**George F. Young, Inc. LB 021**  
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St. Petersburg, Florida 33701  
(727) 822-4317

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**EXHIBIT “D”**  
**EXHIBIT “D” DALÍ BOULEVARD**

# EXHIBIT "D" DALÍ BOULEVARD



**EXHIBIT “E”  
CLEAN ZONE**

ORDINANCE NO. 702-G

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA DESIGNATING PORTIONS OF THE DOWNTOWN AS A "RACE ZONE" AND A "CLEAN ZONE" IN ORDER TO REGULATE COMMERCIAL ACTIVITIES DURING THE GRAND PRIX AUTOMOBILE RACE; DESIGNATING GEOGRAPHIC BOUNDARIES FOR THE CLEAN ZONE AND THE RACE ZONE; IDENTIFYING "RACE DAYS"; REGULATING PERMITTED AND PROHIBITED USES; ISSUING A PERMIT FOR A RACING EVENT; CLOSING CERTAIN STREETS, ALLEYS, SIDEWALKS AND OTHER PUBLIC WAYS; SUSPENDING CERTAIN TRAFFIC AND PARKING LAWS; SUSPENDING CERTAIN LAND DEVELOPMENT REGULATIONS AND CERTAIN NOISE REGULATIONS IN THE RACE ZONE; ALLOWING THE CONSUMPTION OF ALCOHOL WITHIN FIVE HUNDRED FEET OF THE PREMISES WHERE SUCH ALCOHOL IS SOLD AND IN THE PUBLIC RIGHT-OF-WAY AND IN PIONEER PARK WITHIN THE RACE ZONE DURING RACE DAYS; PROHIBITING TEMPORARY USES, STRUCTURES AND SIGNAGE IN THE CLEAN ZONE; PROHIBITING STREAMERS, PENNANTS, BANNERS AND INFLATABLES IN THE CLEAN ZONE; SUSPENDING PUSHCART PERMITS IN THE CLEAN ZONE AND RACE ZONE DURING RACE DAYS; CLOSING THE BOAT RAMP AT DEMEN'S LANDING DURING RACE DAYS; PROVIDING FOR PENALTIES; AND PROVIDING AN EFFECTIVE DATE.

Whereas, the City desires to provide events that are of interest and benefit to the residents of the City; and

Whereas, the City desires to expand national and international tourism to the City and enhance economic opportunities for the benefit of the City and its residents; and

Whereas, the City has determined that holding internationally recognized automobile races sanctioned by a recognized sanctioning body, together with a variety of sporting, entertainment and charitable events to benefit the community as a whole, located in downtown St. Petersburg, would assist in accomplishing the goals of the City; and

Whereas, the City has entered into an Agreement with Andretti Green Promotions, LLC, ("Andretti Green"), dated September 16, 2004, for Andretti Green to produce and conduct an annual automobile race on City streets and public land ("Agreement"); and

Whereas, the Agreement is for an initial term of three (3) years with one (1) option to extend the term of the Agreement for an additional two (2) years.

**THE CITY OF ST. PETERSBURG DOES ORDAIN:**

**SECTION ONE.** The portion of the City within the following generally described area (which is more specifically shown in Exhibit A) is hereby designated as the "Race Zone", such Race Zone being necessary to prepare for and produce an automobile race:

Starting from a point on the north side of First Avenue South at the east end of the Demen's Landing Bridge; thence west to the seawall; thence north along the seawall to the north side of Central Avenue; thence west to the west side of Beach Drive; thence south to the north side of First Avenue South; thence west to the east side of First Street South; thence south to the south side of First Avenue South; thence west to the west side of First Street South; thence south to the north side of Fourth Avenue South; thence west to the east side of Second Street South; thence south to the south side of Fourth Avenue South; thence east to the west side of First Street South; thence south to the north side of Fifth Avenue South; thence west to the east side of Second Street South, thence south to the south side of Fifth Avenue South; thence east to the east side of First Street South; thence south to a point 424 feet south of the south right-of-way line of Sixth Avenue South; thence east 260 feet to the south side of Taxiway "A" (extended); thence northeast 1330 feet along the south side of Taxiway "A"; thence east 1200 feet to a point 275 feet west of the centerline of Runway 18/36; thence north northwest to a point in the south Yacht Basin approximately 100 feet from the seawall; thence west southwest paralleling the seawall to the point approximately 100 feet east of the seawall on the eastside of Bay Shore Drive; thence north northwest paralleling the seawall on the eastside of Bay Shore Drive to the point of beginning on the north side of the east end of the Demen's Landing Bridge.



SECTION TWO. The portion of the City within the following generally described area (less the Race Zone area) is hereby designated as the "Clean Zone," such Clean Zone being necessary to prepare for and produce the automobile race:

Starting from a point on the north side of Central Avenue and the seawall along Bayshore Drive; thence north along the seawall to a point on the seawall at Bayshore Drive immediately across from the north right-of-way line of First Avenue Northeast extended; thence west to the west right-of-way line of Second Street; thence south along the west right-of-way line of Second Street South to the south right-of-way line of 7th Avenue South extended; thence east to the east right-of-way line of First Street South; thence north to the boundary of the Race Zone.

The South Yacht Basin as described in City Code Section 7-115 shall be included in and made a part of the Clean Zone.

SECTION THREE. Both the Clean Zone and the Race Zone shall be in effect on the "Race Days" which shall begin at 12:01 a.m. and end at midnight on the following dates:  
March 31, 2005 through April 3, 2005

If the race is postponed to a later date due to inclement weather, then the Race Days shall be extended to midnight of the day the race concludes.

SECTION FOUR. This ordinance shall be considered to be a permit for a racing event that is contemplated under Section 549.08, Florida Statutes, as amended. In entering into a contract with Andretti Green, the City has found that Andretti Green has adequate insurance to pay any damages incurred because of loss of or injury to any person or property, that Andretti Green has demonstrated experience in conducting a racing event on streets or parks, that adequate security and necessary facilities will be provided by Andretti Green, and that Andretti Green has demonstrated the ability to protect the health, safety and welfare of citizens of the City and those persons attending the racing event.

SECTION FIVE. Within the Race Zone and during the Race Days the following regulations shall be in effect:

1. All streets, alleys, sidewalks and other public ways are closed to general pedestrian and vehicular traffic.
2. All traffic and parking laws, including but not limited to those related to speed limits and traffic control devices, are suspended.
3. Prohibitions against temporary signage are suspended.

4. Land Development Regulations regulating temporary structures are suspended; provided, however, that all persons erecting any temporary structures shall comply with applicable building and fire codes and shall obtain any other required permits.

5. The automobile race shall be a permitted temporary use.

6. Retail and eating and drinking establishment uses shall be permitted uses and all Land Development Regulations applicable thereto are suspended; provided, however, that such uses shall comply with all applicable building, fire and health codes and persons engaging in such uses shall obtain any other required permits.

7. Noise regulations in Chapter 11, Article III are suspended for noise originating from the Race Zone.

8. Restrictions in Chapter 7 relating to mooring or berthing boats along the seawall are suspended.

9. Regulations in Chapter 3 prohibiting the consumption of alcohol within 500 feet of the premises where such alcohol is sold and possession of open containers on public rights-of-way are suspended.

SECTION SIX. The sale and consumption of alcoholic beverages in Pioneer Park is hereby permitted during the Race Days.

SECTION SEVEN. *Within the Clean Zone and during the Race Days the following regulations shall be in effect:*

1. Temporary outdoor uses are prohibited.

2. All uses, including but not limited to retail and food uses, operating from temporary or portable structures or vehicles such as semi-trailers, step vans, recreational or other vehicles with cooking facilities, etc. are prohibited.

3. Sale or distribution of food or any other item from a vehicle is prohibited.

4. Temporary structures, including tents, shall not be erected and are prohibited.

5. Temporary signs, including signs on vehicles and buildings, visible from the street right-of-way and/or the Race Zone are prohibited. Any sign erected shall be a permanent sign which has received the required permits.

6. Streamers, pennants, banners and inflatables (located within the Clean Zone) which are visible from any street right-of-way are prohibited.

7. Commercial promotional activities are prohibited on the public right-of-way (commercial promotional activities shall not include promotions that only give away samples or literature).

SECTION EIGHT. Permits issued for pushcart vending pursuant to Section 29-213 shall not be valid in the Race Zone or the Clean Zone on the Race Days.

SECTION NINE. The public boat ramp at Demen's Landing may be closed for the launching or retrieval of boats on all or any portion of the Race Days if the Police Chief determines that closure is necessary to conduct the automobile race.

SECTION TEN. No variance shall be granted to any provision of this ordinance.

SECTION ELEVEN. As provided in City Code Section 25-8, no person shall transact any business upon the public streets or sidewalks within the Clean Zone.

SECTION TWELVE. No person shall be authorized to sell or distribute illegal, infringing, unlicensed or unauthorized merchandise regardless of whether that person is operating a permitted use, special exception use or temporary use.

SECTION THIRTEEN. Any person who violates any of the provisions of this ordinance shall be subject to a fine of \$500.

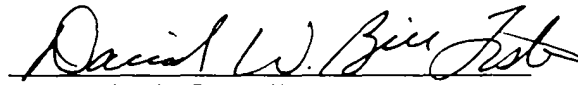
SECTION FOURTEEN. This ordinance shall supercede any ordinance in conflict therewith, to the extent of such conflict.

SECTION FIFTEEN. In the event the Agreement, as defined herein, expires, is terminated, or for any other reason is no longer in effect, then this Ordinance shall immediately become null and void and of no further effect.

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

First reading conducted on the 4th day of November, 2004.

Passed by St. Petersburg City Council on second and final reading on the 9th day of December, 2004.



Chair-Councilmember  
Presiding Officer of the City Council

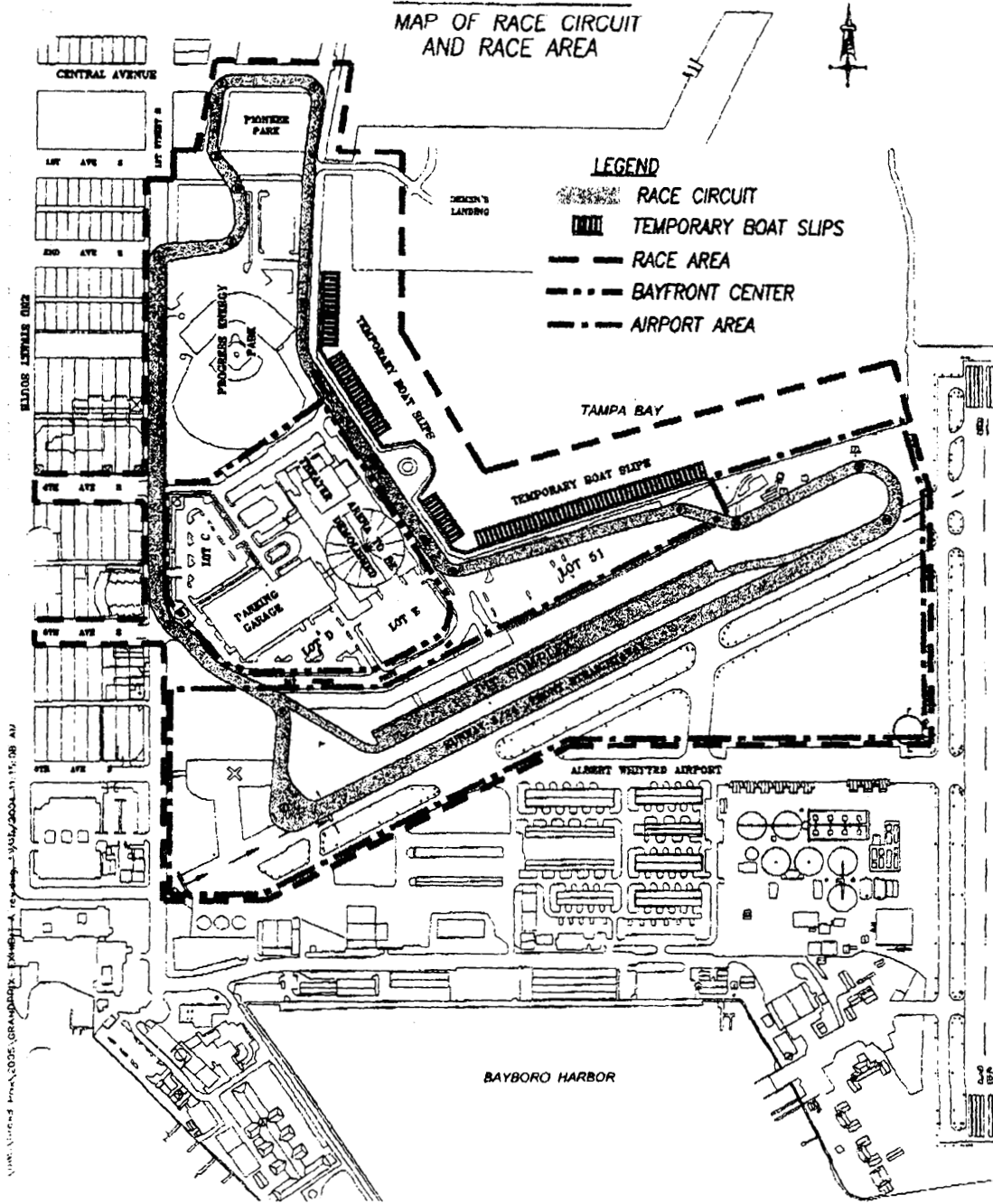
ATTEST:   
City Clerk

Title Published: Times 1-t 11/29/2004



**Not vetoed. Effective date Thursday, December 16, 2004 at 5:00 p.m.**

REVISED EXHIBIT "A"  
MAP OF RACE CIRCUIT  
AND RACE AREA



\\saw\arcad\m\702-G\GRAPHICS\EXHIBIT A - MAP OF RACE CIRCUIT AND RACE AREA.dwg 11/15/05 10:00 AM

ORDINANCE NO. 1013-G

AN ORDINANCE AMENDING SECTION THREE OF ORDINANCE NO. 702-G ESTABLISHING RACE DAYS FOR FUTURE GRAND PRIX AUTOMOBILE RACES DURING WHICH RACE ZONE AND CLEAN ZONE REGULATIONS AND OTHER REGULATIONS ARE IN EFFECT; PROVIDING THAT CITY COUNCIL MAY CHANGE THE RACE DAYS BY RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council adopted Ordinance No. 702-G on December 9, 2004; and

WHEREAS, Ordinance No. 702-G established a Race Zone and Clean Zone and regulations to be in effect in each; and

WHEREAS, Section Three of Ordinance No. 702-G establishes the "Race Days" during which these Race Zone and Clean Zone regulations and other regulations shall be in effect.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1: SECTION THREE of Ordinance No. 702-G is hereby amended as follows:

SECTION THREE: Both the Clean Zone and the Race Zone shall be in effect on the "Race Days" which shall begin at 12:01 a.m. and end at midnight on the following dates:

~~March 25, 2010 through March 28, 2010~~

~~March 31, 2011 through April 3, 2011~~

March 24, 2011 through March 27, 2011

March 29, 2012 through April 1, 2012

April 4, 2013 through April 7, 2013

April 3, 2014 through April 6, 2014

If the race is postponed to a later date due to inclement weather, then the Race Days shall be extended to midnight of the day the race concludes. City Council may change the Race Days by resolution.

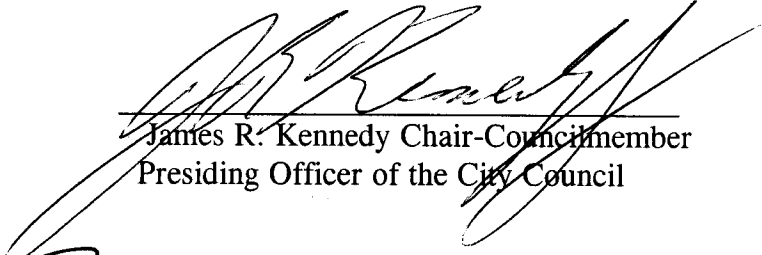
Section 2: All other provisions of Ordinance No. 702-G shall remain in full force and effect.

Section 3: Language which is underlined represents additions and the language which is ~~struck-through~~ represents deletions.

Section 4: In the event this Ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with City Clerk that the Mayor will not veto the Ordinance, in which case the Ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this Ordinance is vetoed by the Mayor in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

First reading conducted on the 3rd day of March, 2011.

Adopted by St. Petersburg City Council on second and final reading on the 17th day of March, 2011.

  
James R. Kennedy Chair-Councilmember  
Presiding Officer of the City Council

ATTEST:   
Amelia Preston Deputy City Clerk

Title Published: Times 1-t 3/7/2011



ORDINANCE NO. 156-H

AN ORDINANCE AMENDING SECTIONS THREE, FIVE AND SEVEN OF ORDINANCE NO. 702-G; PROVIDING THAT CITY COUNCIL MAY BY RESOLUTION ESTABLISH AND CHANGE RACE DAYS FOR FUTURE GRAND PRIX AUTOMOBILE RACES DURING WHICH RACE ZONE AND CLEAN ZONE REGULATIONS AND OTHER REGULATIONS ARE IN EFFECT; PROVIDING FOR ADDITIONAL REGULATIONS PROHIBITING CERTAIN ACTIVITIES INCLUDING THE USE OF UNMANNED AERIAL VEHICLES DURING RACE DAYS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council adopted Ordinance No. 702-G in December, 2004;  
and

WHEREAS, Ordinance No. 702-G established a Race Zone and Clean Zone and regulations to be in effect in each; and

WHEREAS, Section Three of Ordinance No. 702-G establishes the "Race Days" during which these Race Zone and Clean Zone regulations and other regulations shall be in effect; and

WHEREAS, the City Council adopted Ordinance No. 1013-G in March, 2011 which amended Section Three of Ordinance No. 702-G to allow City Council to change Race Days by resolution; and

WHEREAS, the City Council has determined that the operation of unmanned aerial vehicles (aka drones) in the Race Zone and Clean Zone areas creates a potentially dangerous situation for race car drivers, spectators and other persons in the area.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1: SECTION THREE of Ordinance No. 702-G is hereby amended as follows:

SECTION THREE: Both the Clean Zone and the Race Zone shall be in effect on the "Race Days" which shall begin at 12:01 a.m. and end at midnight on the dates established by City Council by resolution. ~~following dates:~~

~~March 25, 2010 through March 28, 2010~~  
~~March 31, 2011 through April 3, 2011~~  
~~March 24, 2011 through March 27, 2011~~  
~~March 29, 2012 through April 1, 2012~~  
~~April 4, 2013 through April 7, 2013~~  
~~April 3, 2014 through April 6, 2014~~



If the race is postponed to a later date ~~due to inclement weather~~, then the Race Days shall be extended to midnight of the day the race concludes. City Council may also change the Race Days by resolution.

Section 2. SECTION FIVE of Ordinance No. 702-G is hereby amended by adding a new subsection 10, to read as follows:

10. The operation of any unmanned aerial vehicle is unlawful and prohibited.
  - a. The term 'operation' shall include operating such vehicle over any portion of the Race Zone (whether the operator is within the Race Zone or not) and/or controlling the operation of such vehicle from within the Race Zone (whether the vehicle is over the Race Zone or not).
  - b. The term 'unmanned aerial vehicle' includes any type of unmanned flying apparatus or unmanned aircraft system, including but not limited to, vehicles commonly referred to as 'drones', model planes, model helicopters, rockets, aircraft, etc.
  - c. Such vehicles could be propelled by gas, other petroleum products, batteries, other non-petroleum products, or any other method of propulsion.
  - d. Such vehicles are usually remotely controlled, but could be controlled by autonomous software or any other method of control except that there is no direct control by a person on the vehicle.
  - e. Such vehicles could be of any size.
  - f. Such vehicles could be used for either commercial or noncommercial purposes.

Section 3. SECTION SEVEN of Ordinance No. 702-G is hereby amended by adding a new subsection 8, to read as follows:

8. The operation of any unmanned aerial vehicle is unlawful and prohibited.
  - a. The term 'operation' shall include operating such vehicle over any portion of the Clean Zone (whether the operator is within the Clean Zone or not) and/or controlling the operation of such vehicle from within the Clean Zone (whether the vehicle is over the Clean Zone or not).
  - b. The term 'unmanned aerial vehicle' includes any type of unmanned flying apparatus or unmanned aircraft system, including but not limited to, vehicles commonly referred to as 'drones', model planes, model helicopters, rockets, aircraft, etc.
  - c. Such vehicles could be propelled by gas, other petroleum products, batteries, other non-petroleum products, or any other method of propulsion.

- d. Such vehicles are usually remotely controlled, but could be controlled by autonomous software or any other method of control except that there is no direct control by a person on the vehicle.
- e. Such vehicles could be of any size.
- f. Such vehicles could be used for either commercial or noncommercial purposes.

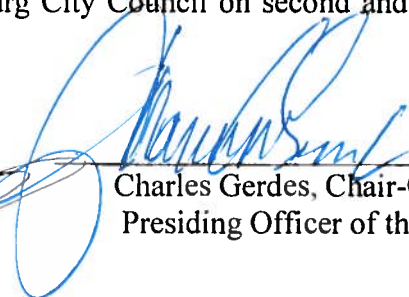
Section 4. All other provisions of Ordinance No. 702-G shall remain in full force and effect.


Section 5. Language which is underlined represents additions and the language which is ~~struck through~~ represents deletions.

Section 6. In the event this Ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the Ordinance, in which case the Ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this Ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

First reading held on the 5th day of March, 2015.

Adopted by St. Petersburg City Council on second and final reading on the 19<sup>th</sup> day of March, 2015.

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

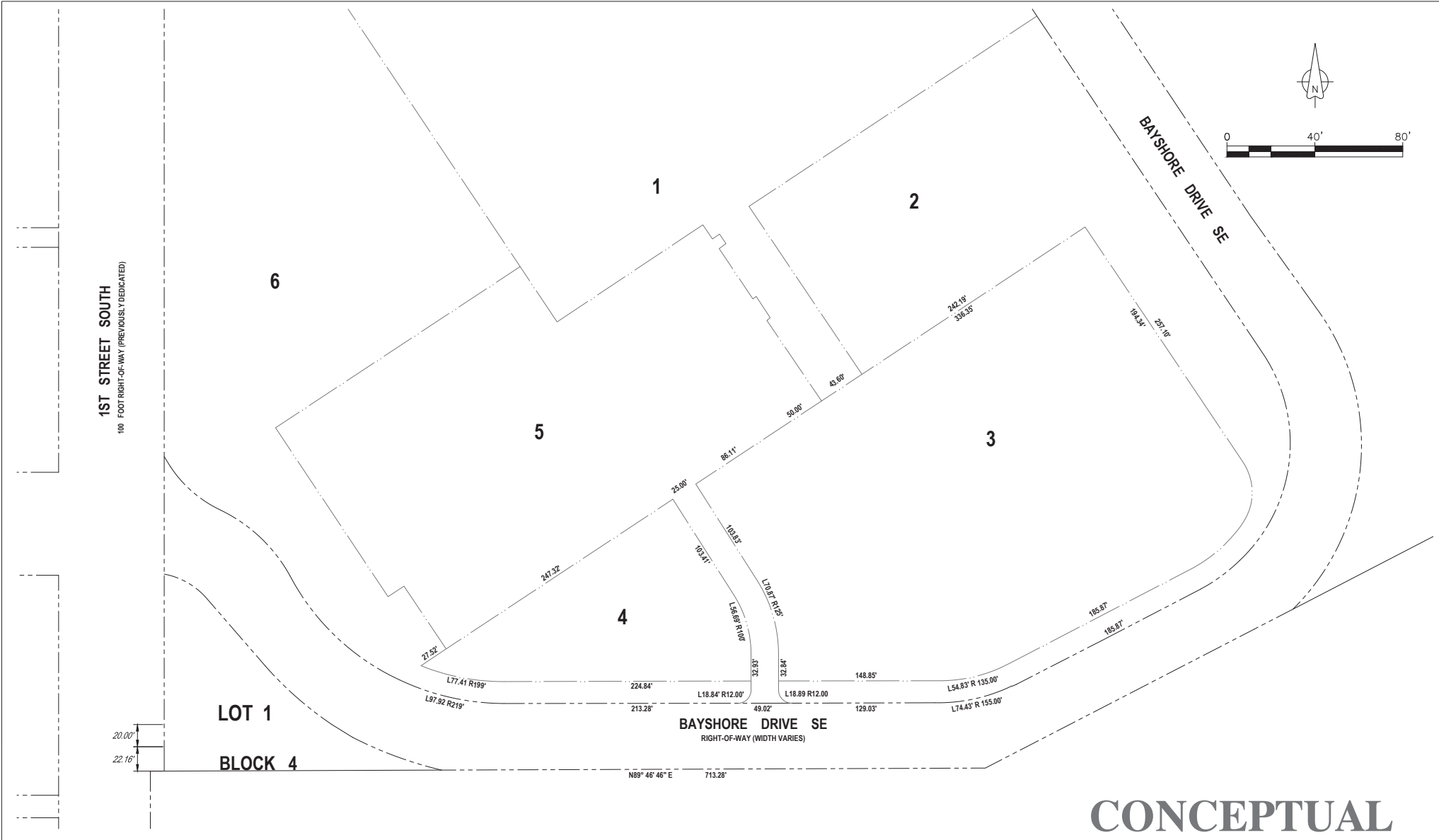
ATTEST:   
\_\_\_\_\_  
Chan Srinivasa, City Clerk

Title Published: Times 1-t 3/6/15



**Not vetoed. Effective date Thursday, March 26, 2015 at 5:00 p.m.**

**EXHIBIT "F"**  
**PHASE 2 CONCEPTUAL PLAT**



ITEM	BY	REMARKS	ITEM	BY	REMARKS
WATER			POWER TRANSMISSION		
RECLAIMED WATER			POWER DISTRIBUTION		
SANITARY SEWER			TELEPHONE-VERIZON		
STORM DRAINAGE			CTV-BRIGHT HOUSE		
GAS TRANSMISSION			CTV-VERIZON		
POWER DISTRIBUTION			TRAFFIC DEPT		

DESIGNED BY: B.P. DATE: 04/24  
 DRAWN BY: S.W.O. DATE: 04/24  
 CHECKED BY: B.P. DATE: 04/24  
 FIELD BOOK No. XXX PAGES XX-XX  
 BM No. EL.

REVISIONS	BY	DATE

INTENDED PLAT  
CONFIGURATION

ENGINEERING & CAPITAL  
IMPROVEMENTS DEPARTMENT  
CITY OF ST. PETERSBURG

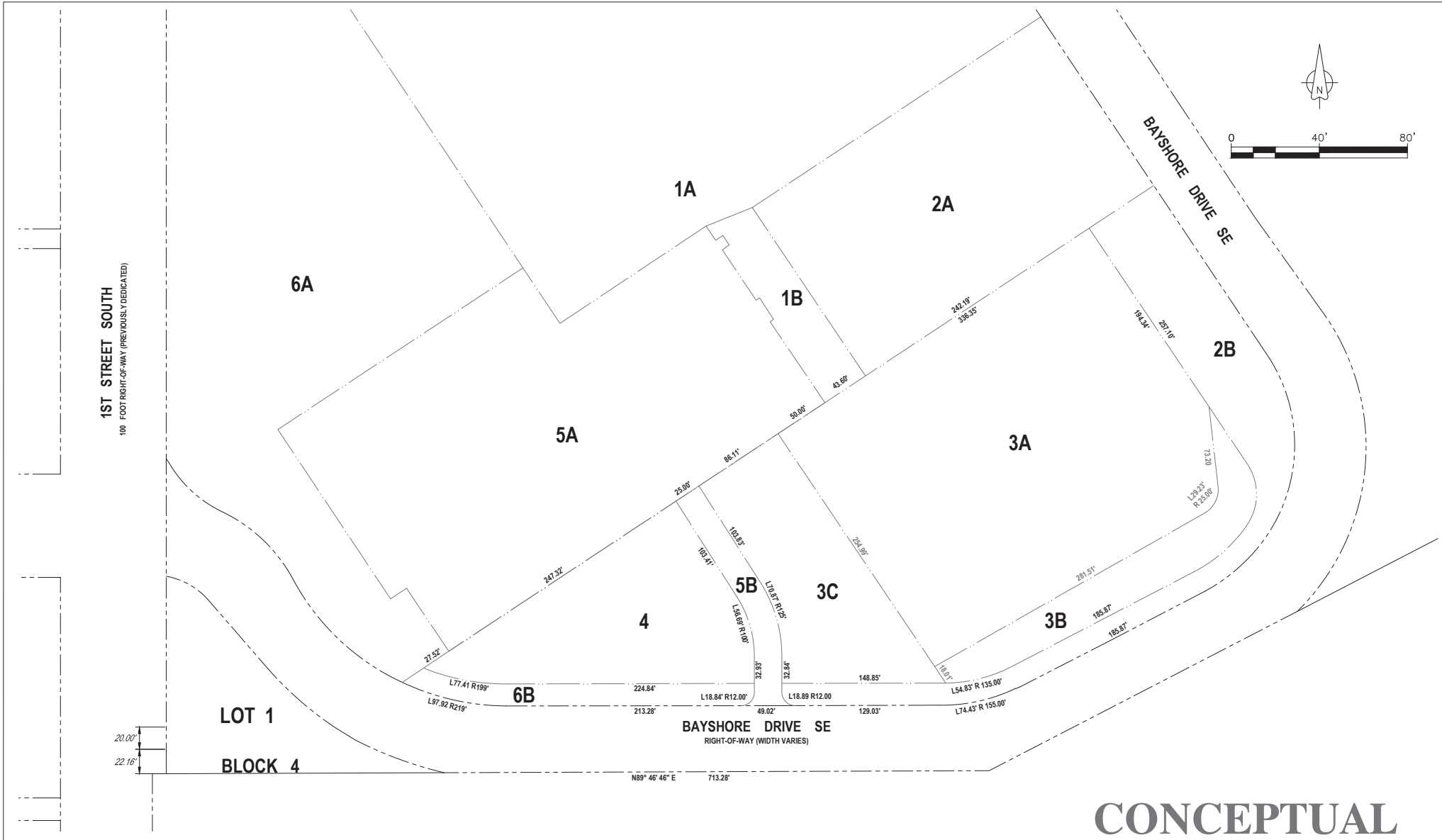
[ENGINEER OF RECORD]  
J.B.D.  
P.E. No: XXXXX

DATE: 04/03/2024  
 SCALE: SEE BAR SCALE  
 DRAWING No. XXXXX-01

# CONCEPTUAL

DALI EXPANSION

**EXHIBIT "G"**  
**LOT DIAGRAM**



ITEM	BY	REMARKS	ITEM	BY	REMARKS
WATER			POWER TRANSMISSION		
RECLAIMED WATER			POWER DISTRIBUTION		
SANITARY SEWER			TELEPHONE-VERIZON		
STORM DRAINAGE			CTV-BRIGHT HOUSE		
GAS TRANSMISSION			CTV-VERIZON		
POWER DISTRIBUTION			TRAFFIC DEPT		

DESIGNED BY: B.P. DATE: 04/24  
 DRAWN BY: S.W.O. DATE: 04/24  
 CHECKED BY: B.P. DATE: 04/24  
 FIELD BOOK No. XXX PAGES XX-XX  
 BM No. EL.

REVISIONS	BY	DATE

LOCATION:

SITE USE PLAN

ENGINEERING & CAPITAL  
 IMPROVEMENTS DEPARTMENT  
 CITY OF ST. PETERSBURG

ENGINEER OF RECORD  
 T.B.D  
 P.E. No: XXXXX

DATE: 04/03/2024
SCALE: SEE BAR SCALE
DRAWING No. XXXXX-01

**EXHIBIT “H”  
PHASE 2 MILESTONES**

## PHASE 2 MILESTONES

Pursuant to Lease subparagraph 68.4, the Museum shall complete Phase 2 Construction in accordance with the deadlines, milestones, and other scheduling parameters below. Unless otherwise stated, each task is the responsibility of Museum, and each submission is for pre-regulatory review and approval pursuant to subparagraph 68.5.

Task Number	Task Description	Deadline to Complete
<b>1</b>	<b>Complete Concept Plan</b>	<b>180 days from Execution of the Lease Amendment for Phase 2</b>
1.1	Submit initial traffic circulation plan	(Same as above)
1.2	Submit updated concept for Phase 2 Addition	
1.3	Submit preliminary and final Phase 2 Plat	
1.4	Submit initial project design and permitting schedule	
<b>2</b>	<b>Complete Preliminary Design</b>	<b>120 days following receipt of City comments on all Task 1 deliverables.</b>
2.1	Submit updated traffic circulation plan	↑ Pursuant to Project Design and Permitting Schedule ↓
2.2	Submit initial site civil plans	
2.3	Submit airport regulation analysis	
2.4	Submit consent of Theater Manager and Promoter to preliminary design.	
2.5	Submit updated project design and permitting schedule to include permit submission dates, other committee approvals, etc.	
2.6	City confirms expansion of Premises to include original Garage Access Route.	
		Following completion of all other sub-tasks in Task 2



Task Number	Task Description	Deadline to Complete
<b>3</b>	<b>Complete Detailed Design</b>	<b>120 days following receipt of City comments on all deliverables from Task 2</b>
3.1	Submit draft construction staging and site utilization plan	Pursuant to Project Design and Permitting Schedule ↑ ↓
3.2	Submit initial construction action plan	
3.3	Submit updated site civil plans	
3.4	Submit initial utility relocation plan	
3.5	Submit confirmation from applicable private utilities for relocation of utilities	
3.6	Submit building plan and elevations	
3.7	Submit all permits (SWFWMD, Building Depts, FAA, etc.) and schedule for submission	
3.8	Submit pre-application notes from applicable regulatory agencies (SWFWMD, Building Depts, FAA, etc.)	
3.9	Secure approval of preliminary Phase 2 Plat	
<b>4</b>	<b>Complete Construction Documents</b>	<b>180 days following receipt of City comments on all items in task 3</b>
4.1	Submit updated construction staging and site utilization plan	Pursuant to Project Design and Permitting Schedule ↑ ↓
4.2	Submit updated site civil plans	
4.3	Submit updated utility relocation plan.	
4.4	Submit copies of approved permits (SWFWMD, Building Depts, FAA, etc.) and status summary of any remaining permit submissions	
4.5	Submit updated construction schedule	
4.6	Submit updated construction action plan	

Task Number	Task Description	Deadline to Complete
<b>5</b>	<b>Complete Construction</b>	<b>540 days following initiation of task 4.</b>
5.1	Submit executed construction agreement	60 days prior to initiating construction
5.2	Submit proof of funding	
5.3	Submit performance and payment bond	
5.4	Submit updated construction schedule	
5.5	Submit updated construction schedule	30 days prior to initiating construction
5.6	Commence construction of Garage Access Route and reconfiguration of surface parking west of that Garage Access Route.	Pursuant to construction schedule ↑ ↓
5.7	Substantial completion of Garage Access Route and reconfiguration of surface parking west of that Garage Access Route.	
5.8	Commence relocation of utilities	
5.9	Substantial completion of relocation of utilities	
5.10	Commence construction of Phase 2 Addition	
5.11	Substantial completion of Phase 2 Addition	
5.12	Record final Phase 2 Plat	
5.13	Final completion of Phase 2 Construction	
5.14	Complete scheduled demobilization and site clearing for planned City activities	
5.15	Complete overall site restoration	

**EXHIBIT “I”**  
**PHASE 2 CONTRACTOR INSURANCE REQUIREMENTS**

The following requirements are imposed pursuant to Lease subparagraph 71.2 with respect to each Phase 2 Contractor (for purposes of this exhibit, a “**Contractor**”) and to any agreement between Museum and the Phase 2 Contractor (for purposes of this exhibit, a “**Contractor Agreement**”):

1. Any Contractor must obtain and maintain the following types and amounts of insurance throughout the Project Term:

(a) Workers’ Compensation.

(i) Workers’ Compensation Insurance for all of Contractor’s employees engaged in Phase 2 Construction. Coverage must include Employers Liability, Voluntary Compensation and U.S. Longshore and Harbor Workers’ Act coverage where applicable.

(ii) If any Phase 2 Construction is subcontracted, the Contractor must require each subcontractor to provide Workers’ Compensation Insurance for all the subcontractor’s employees unless such employees are covered by the Workers’ Compensation Insurance afforded by the Contractor.

(iii) The Contractor must purchase (and cause subcontractors to purchase) any other insurance or coverage required by Applicable Law for the benefit of their employees.

(iv) The Contractor must obtain and maintain (and cause subcontractors to obtain and maintain) such insurance and coverage in amounts not less than the following:

(1) Workers’ Compensation – as required by Florida law

(2) Employer’s Liability - \$500,000 each Accident

(3) Employer’s Liability – Disease - \$500,000 each Employee/Policy Limit

(b) Commercial General Liability.

(i) Commercial General Liability Insurance to provide coverage for the Contractor, subcontractors, Museum, and the City from claims for bodily injury and personal injury, including accidental death, as well as from claims for property damage

which may arise from operations under the Contractor Agreement, whether such operations are by the Contractor or by any subcontractors, or any of their respective agents, representatives, guests, employees, invitees or anyone contracting with Contractor or by anyone directly or indirectly employed by any of them.

- (ii) Explosion, collapse and underground hazards must be covered by the Contractor's and subcontractors' Commercial General Liability Insurance.
  - (iii) A separate general aggregate limit of liability must apply to Phase 2 in the Contractor Agreement. The project(s) must be specifically described in the endorsement.
  - (iv) Such insurance and coverage must be for occurrence type Commercial General Liability in amounts not less than:
    - (1) Each Occurrence Limit - \$10,000,000
    - (2) Project Aggregate Limit - \$10,000,000
    - (3) Project Products and Completed Operations Aggregate Limit - \$10,000,000
    - (4) Personal and Advertising Injury Limit - \$10,000,000
- (c) Automobile Liability Insurance.
- (i) Automobile Liability Insurance providing liability coverage for "any auto", which must include, but not be limited to, all leased, owned, non-owned, and hired vehicles.
  - (ii) Coverage in amounts not less than the following:
    - (1) Combined Single Limit - \$5,000,000 each accident.
- (d) Builder's Risk Insurance.
- (i) Builder's Risk Insurance insuring the Phase 2 Construction to its full insurable replacement value. This insurance shall insure the interests of the City, the Contractor, Museum, and all subcontractors in the Phase 2 Construction, and must insure against special form causes of loss (all risk perils), and include coverage for named windstorm, flood and collapse during construction for replacement cost (including fees and charges of engineers, architects, attorneys and other professionals). The Contractor must obtain and maintain similar property insurance on equipment, materials, supplies and other property and portions of Phase 2 Construction stored on

or off site or in transit. Builder's Risk Insurance must be endorsed to permit occupancy until Final Completion of the Phase 2 Construction. The Builder's Risk policy must name the City, and Museum as a loss payee.

(e) Pollution/Environmental Liability Insurance.

(i) Pollution/Environmental Liability Insurance, covering sudden and gradual pollution conditions including the discharge, release, or escape of fumes, vapors, smoke, acids, alkalis, asbestos, toxic chemicals, liquids or gases, waste materials, or other contaminants, irritants, or pollutants into or upon any structure, land, body of water, or atmosphere. Coverage must include bodily injury, property damage, loss of use of tangible property whether or not it has not been physically injured or destroyed, cleanup and remediation costs, penalties or fines, and defense costs including costs incurred in the investigation or adjustment of the claim. Coverage may be provided by a stand-alone policy or by endorsement(s) to one of the Contractor's other policies. Coverage must be provided both for the use of pollutants on site and during transit. If the policy is on a claims made basis, it must include the retroactive date of coverage and must be maintained for at least two (2) years past the Final Completion date for Phase 2.

(ii) Coverage in amounts not less than the following:

(1) Each Occurrence - \$2,000,000

(f) Contractor's Professional Liability Insurance.

(i) Professional Liability Insurance providing coverage including bodily injury and property damage from design, management such as construction project supervision, payment authorization and including Errors and Omissions coverage for the Phase 2 Construction required to be performed by the Contractor pursuant to the Contractor Agreement with a limit of \$2,000,000 per occurrence. If the policy is on a claims made basis with a limit of \$2,000,000 then an extended reporting period of at least five years past the final completion date for the Phase 2 Construction.

(ii) Coverage in amounts not less than the following:

(1) Each Occurrence - \$2,000,000

(g) Riggers Liability Insurance.

- (i) Riggers Liability Insurance in an amount \$10,000,000 per occurrence to insure against physical loss of damage of the materials or equipment being lifted. Coverage must provide for replacement of any property material or equipment damaged through Contractor's work involving lifting, picking, rigging, or setting.
- (ii) Coverage in amounts not less than the following:
  - (1) Each Occurrence - \$10,000,000

2. If a subcontractor does not obtain insurance in its own name and its principal Contractor wishes to provide insurance protection for such subcontractor and such subcontractor's employees, an endorsement must be attached to the Contractor's policy, which endorsement must identify the persons thereby covered or else the Contractor must obtain appropriate policies in the name of the subcontractor.

3. All the Contractor's insurance policies, except for the Workers' Compensation and Professional Liability insurance, must name Museum and the City Indemnified Parties (as defined in lease subparagraph 67) as additional insureds.

4. The Contractor must provide the Museum notice at least 30 days prior to any cancellation, reduction, or material change in coverage.

5. Insurance must be maintained at all times by the Contractor until final completion of Phase 2 Construction, except for completed operations coverage which must be maintained for a period of two years beyond the final completion date of the Phase 2 Construction. Completed operations coverage will not serve to limit the liability of the Contractor.

6. The Contractor must provide Museum and the City with Certificates of Insurance on a standard ACORD form reflecting all required coverage. At the request by Museum or the City, the Contractor must provide copies of current policies with all applicable endorsements.

7. All insurance required must be on a primary and noncontributory basis to any insurance maintained by Museum or City and must be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then current edition of AM Best's Rating Services, or similar rating agency acceptable to the City.

8. If the insurance carried by the Contractor has broader coverage than required in this Agreement, then that broader coverage, including but not limited to additional insured requirements, will be the requirement for the Contractor. If the Contractor's insurance limits are greater than the

minimum limits set forth herein, then the Contractor's insurance limits will be the required limits in this Agreement.

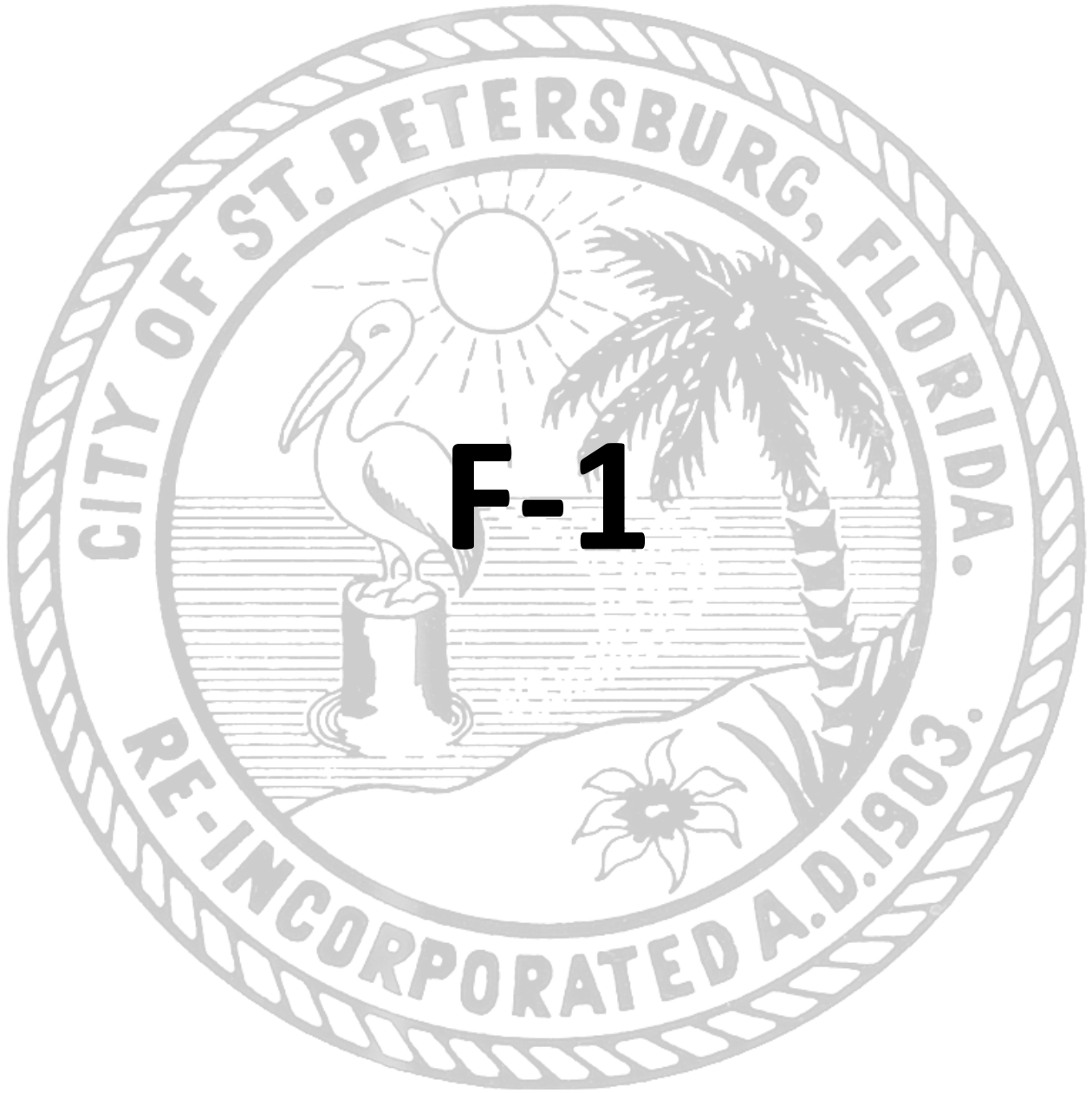
9. The Contractor may, at its option, provide the limits of liability as set out herein by a combination of the policies described herein, including an Umbrella or Excess Liability Insurance Policy. Any Excess or Umbrella Liability Insurance Policy must provide coverage on at least a following form basis and must include completed operations and excavation, collapse and underground coverage, along with professional liability.

10. The Contractor's deductibles or self-insured retention may not be approved by Museum (after consultation with the City). All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies must remain with the Contractor.

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

The following page(s) contain the backup material for Agenda Item: A resolution superseding Resolution 2024-355; confirming the creation of a Codes Compliance Assistance Program for eligible homeowners; authorizing the Mayor or his designee to establish administrative procedures necessary to effectuate the intent of this resolution; and providing an effective date. Please scroll down to view the backup material.







# MEMORANDUM

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

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

DATE: Meeting of December 5, 2024

SUBJECT: A resolution superseding Resolution 2024-355; confirming the creation of a Codes Compliance Assistance Program for eligible homeowners; authorizing the Mayor or his designee to establish administrative procedures necessary to effectuate the intent of this resolution; and providing an effective date.

---

## Background:

On August 15, 2024, City Council approved the Codes Compliance Assistance Program to help property owners repair code violations. The income limitations were capped at 100% of Area Median Income (AMI) and the maximum amount of funds was capped at \$7,500.00. Since being approved, the city has been impacted by two major hurricanes that have caused unprecedented damages, and the need for assistance has increased beyond those properties that have previously been cited for code violations.

While qualifying individuals for this program to assist with storm damage, many property owners have fallen outside of the current program limitations and require funds above \$7,500.00 to complete necessary repairs. Increasing income limitations to 120% of AMI and individual project funds to \$10,000.00 will provide more opportunities for property owners to receive assistance as they begin the recovery process.

## Cost/Funding Information:

Funds have been appropriated in the Codes Compliance General Fund budget in the amount of \$100,000.00 in FY25 and \$95,000.00 is also being rolled over from FY24 funds.

## Recommendation:

The Administration recommends that City Council approve the attached resolution superseding resolution 2024-355, amending the Codes Compliance Assistance Program to increase income limitations to 120% of Area Median Income, increase the maximum available funds per project to \$10,000.00, and remove the requirement to have an active codes case.



Codes Compliance Assistance Department  
P. O. Box 2842  
St. Petersburg, FL 33731  
727-893-7373



**Reviewed and approved by:**

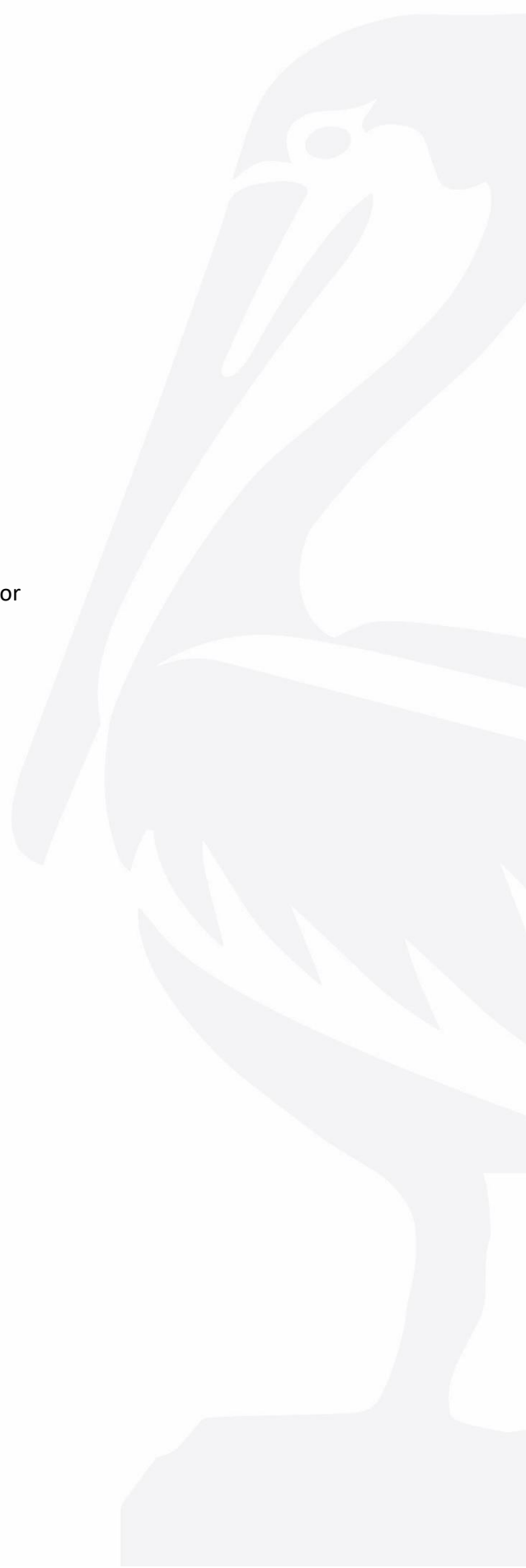
Administration: Al Foster

Budget: Lance Stanford

Legal: [Signature]

Attachment: Resolution  
Presentation

CC: Amy Foster, Community and Neighborhood Affairs Administrator



Codes Compliance Assistance Department  
P. O. Box 2842  
St. Petersburg, FL 33731  
727-893-7373

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION SUPERSEDING RESOLUTION 2024-355; CONFIRMING THE CREATION OF A CODES COMPLIANCE ASSISTANCE PROGRAM FOR ELIGIBLE HOMEOWNERS; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ESTABLISH ADMINISTRATIVE PROCEDURES NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg understands that outstanding code violations can and do exist on several residential properties within the City; and

WHEREAS, outstanding code violations diminish the public health, safety and welfare; and

WHEREAS, many homeowners may be financially or physically unable to correct these outstanding code violations; and

WHEREAS, the enforcement of uncorrected code violations may lead to financial hardships for some residential homeowners due to imposed fines, liens or repair costs, pursuant to Chapter 162, Florida Statutes and Chapter 9 of the City of St. Petersburg City Code; and

WHEREAS, on August 15, 2024, the City of St. Petersburg passed Resolution 2024-355, creating the Codes Compliance Assistance Program (“CCAP”) to assist eligible residential homeowners with bringing certain common code violations into compliance; and

WHEREAS, Administration proposes that this City Council supersede Resolution 2024-355 in its entirety to expand the eligibility for CCAP to homeowners at or below 120% of Area Median Income and increase the maximum individual project funding to \$10,000; and

WHEREAS, funds have been previously appropriated in the Codes Compliance General Fund budget in the amount of \$100,000.00 in FY25 and an additional \$95,000.00 is being rolled over from FY24 funds.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that Resolution No. 2024-355 is hereby superseded in its entirety.

BE IT FURTHER RESOLVED that City Council hereby confirms the establishment of the Codes Compliance Assistance Program (“CCAP”) as follows:

1. The CCAP applies only to homesteaded residential properties per the Pinellas County Property Appraiser’s Office, mobile homes, and manufactured residential units located within the City of St. Petersburg.
2. To qualify for the CCAP the homeowner(s) must be at or below 120% AMI.
3. Qualifying homeowners may apply for assistance through the CCAP to correct existing code violations.
4. If the City in its sole discretion determines that the homeowner is eligible to participate in the CCAP, the participant application and supporting documents will be reviewed by Codes Compliance Assistance staff. The final decision whether a homeowner is eligible to participate in the program will be determined by the Codes Compliance Assistance Director or his/her designee.
5. If the application is approved, a determination of the scope of work needed to bring the property into compliance will be completed. This will be done through a collaborative effort between the Codes Compliance Assistance Department and by written estimate submitted by an approved contractor.
6. If the total cost estimate(s) to correct the code violation(s) is below \$5,000.00, the complete packet, including the application and supporting documents, will be forwarded to the Codes Compliance Assistance Department Director or his/her designee for final approval. If approved, the Codes Compliance Assistance Department will collaborate with the homeowner and the assigned contractor to coordinate and oversee the completion of the project.
7. If the total cost estimate(s) to correct the code violation(s) exceeds \$5,000.00, the Housing and Neighborhood Affairs Administrator may approve additional funding not to exceed a total of \$10,000.00.
8. If the project work requires building permits, the contractor will apply for, pay for, and be issued the required permit(s) prior to any work beginning. The homeowner and contractor will follow all requirements of the issued permit and applicable building codes to correct the violation and finalize the permit.
9. The contractor may submit a revised written estimate to the City for consideration if they determined that the scope of work needed to correct the violation(s) as originally estimated has changed. In any case, the total cost for the project may not exceed the program limitations. The decision as to whether to accept and

authorize the revised estimate will be at the discretion of the Codes Compliance Assistance Director or his/her designee.

10. If the homeowner can not or will not pay the difference for the authorized work needed, the application for the CCAP will be denied and the Codes Compliance Assistance Department will use traditional means in an effort to gain compliance with City Code, including, but not limited to enforcement actions pursuant to Chapter 162, Florida Statutes and Chapter 9 of the St. Petersburg City Code.
11. Completion of the work and compliance with City Code will be determined by the Codes Compliance Assistance Director or his/her designee.
12. Once the work is completed, inspected and approved by the City, the contractor will submit to the City an invoice for payment for the authorized work completed. In no case shall the City be responsible for paying the contractor more than the approved cost for the project, not to exceed \$5,000.00, or up to \$10,000.00 if approved, per project.
13. A homeowner may only participate in the CCAP once in any five-year period.

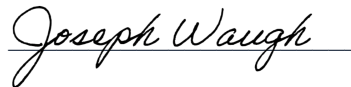
BE IT FURTHER RESOLVED that the Mayor or his Designee is authorized to establish administrative procedures necessary to effectuate the intent of this resolution.

This resolution shall take effect immediately upon its adoption.

Legal:



Department:



# Codes Compliance Assistance Program Amendment

City Council

December 5, 2024





## Background

- New program was recently approved by Council on August 15<sup>th</sup>.
- Available for properties with active Codes Compliance case/violation.
- Eligible owners must be at or below 100% AMI.
- Funding capped at \$7,500.00 per property.
- Total of \$195,000.00 available in FY25 budget.





## Goals

- Expand eligibility requirements to capture residents impacted by Hurricanes Helene and Milton that did not qualify under current guidelines.
- Increase funding amount per project to ensure required repairs do not fall outside of the scope of the program.
- Provide additional flexibility to ensure properties that sustained damage during the storms are eligible to receive assistance despite a lack of active codes case/violation.



# Proposal

- Increase maximum AMI to 120%.
- Increase available funding to \$10,000.00 per property.
- Remove requirement for an active Codes Compliance case/violation.



## Recommendation

- The Administration recommends approval of the superseding resolution.

# THANK YOU

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**Codes Compliance Assistance Department**

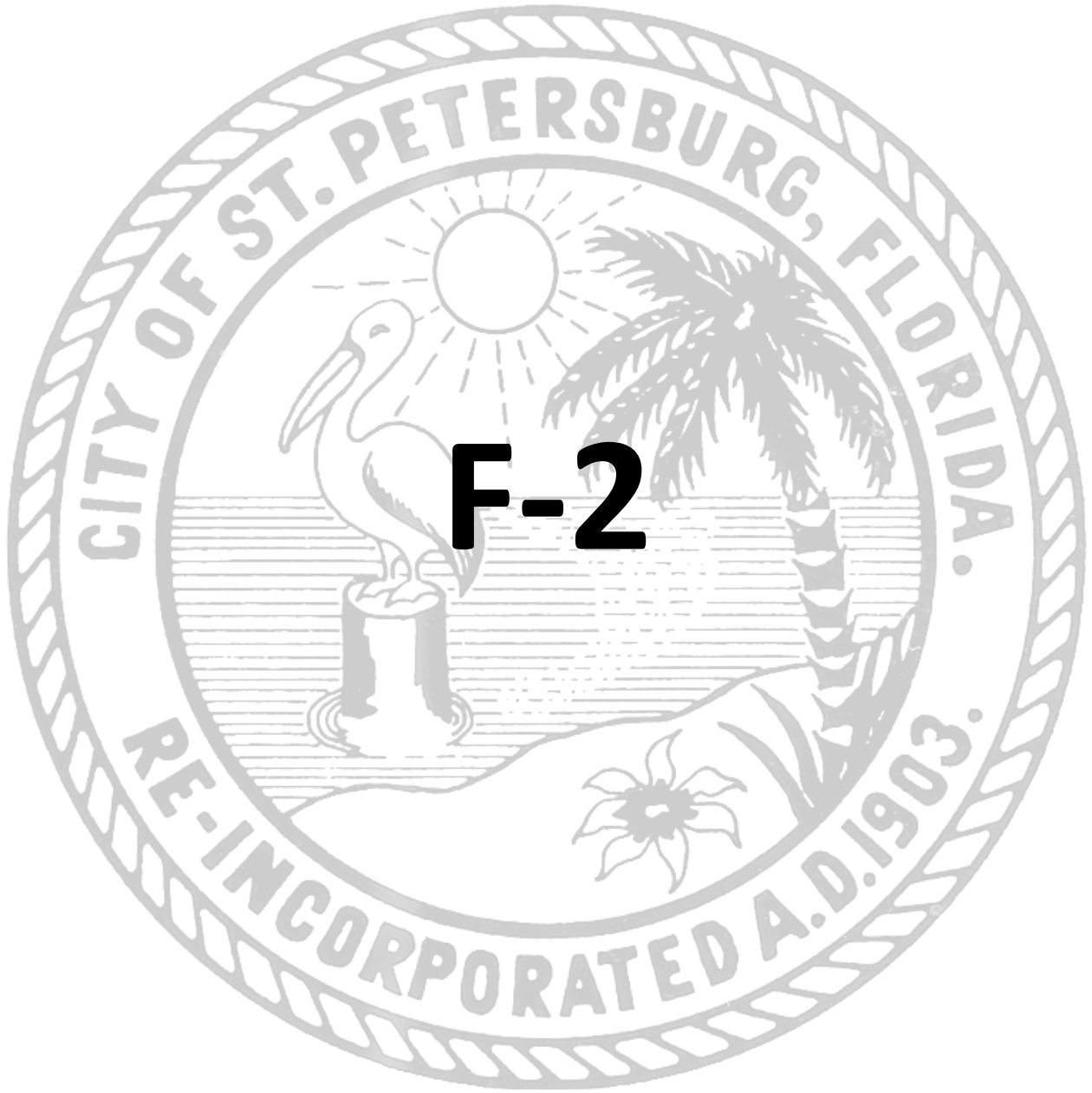
P.O. Box 2842

St. Petersburg, FL 33731

727.893.7373

[www.stpete.org/codes](http://www.stpete.org/codes)

The following page(s) contain the backup material for Agenda Item: A Resolution superseding the Foreclosure Lot Disposition Policy procedures as set forth in City Council Resolutions 2018-211, 2019-593, and 2021-173 with the Affordable Lot Disposition Program procedures set forth in this resolution; authorizing the Mayor, or his designee, to execute all documents necessary to effectuate same; and providing an effective date.  
Please scroll down to view the backup material.



**F-2**



# MEMORANDUM

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

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

DATE: Meeting of December 5, 2024

SUBJECT: A Resolution superseding the Foreclosure Lot Disposition Policy procedures as set forth in City Council Resolutions 2018-211, 2019-593, and 2021-173 with the Affordable Lot Disposition Program procedures set forth in this resolution; authorizing the Mayor, or his designee, to execute all documents necessary to effectuate same; and providing an effective date.

---

## Background:

In 2018, City Council approved resolution 2018-211, which established the “Foreclosure Properties Disposition Policy” to allow the City to dispose of vacant residential lots obtained through foreclosure to developers for the construction of affordable housing.

On January 11, 2024, a presentation was provided to the Housing, Land Use, and Transportation (HLUT) Committee outlining the current program and its challenges. As noted during the presentation, the housing and construction market has experienced substantial changes since the inception of the program, with both construction costs and interest rates rising considerably, creating a challenging environment for developers. Data analysis identified a significant disparity between the construction timelines of experienced developers compared to those with less experience, which caused delays of up to 18 months in the construction of affordable homes. Staff proposed changes to the program that would streamline the process, reduce staff resources, and improve desired outcomes.

A summary of the changes included:

- Utilizing a Request for Qualifications (RFQ) to qualify developers in-lieu of the current “List of Interested Developers” (LID) in which developers self-attested to meeting minimum qualifications required for the program.
- Elimination of the “Foreclosure Properties Committee”.
- Allowing for multi-unit construction in eligible zoning districts.



Codes Compliance Assistance Department  
P. O. Box 2842  
St. Petersburg, FL 33731  
727-893-7373



- Collecting an up-front rent payment in-lieu of monthly collections.
- Changing the closing process to sell the lot to the developer, who then sells to the approved buyer, to eliminate the potential for the City bearing any responsibility for improvements made to the property.
- Increasing the restrictive covenant from 7 to 10 years to ensure compliance with requirements of Neighborhood Stabilization Program properties that were approved to be included in the program.

In response to the proposed changes, Committee members provided feedback and asked several questions regarding the current program that staff committed to answering after completing additional research. A summary of responses is attached to this memorandum. At the conclusion of the meeting, the Committee approved moving forward the proposed changes that would incorporate their feedback to Council for approval and staff committed to presenting the proposed changes to the Affordable Housing Advisory Committee (AHAC) and Citizen Advisory Committee (CAC) before final Council consideration.

Over the next several months, staff from multiple departments collaborated to incorporate the proposed and requested changes into the program. These changes are highlighted in the proposal section of this memorandum. Other initiatives to promote the use of MBE's, WBE's, and SBE's that aligned with request from the Committee were included but then removed based on recent case law.

On June 11, 2024, staff presented the proposed changes to AHAC and on August 20, 2024, a presentation was provided to the CAC. Both committees provided support for the changes and feedback aligned with that provided by the HLUT Committee. Of note, the members supported moving to the RFQ process, expressing a desire to make the process as simple as possible to eliminate barriers for potential developers, and supported incentivizing mentorships for developers who were not initially selected to gain experience and potentially be eligible when the RFQ is resolicited in the future. Both Committees also provided feedback on creating a pool of eligible home buyers who could then be connected with developers upon completion of the projects.



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### **Proposal:**

The attached resolution will adopt the changes to the policies and procedures as outlined in the accompanying “Affordable Lot Disposition Policy and Procedures” document and change the name of the program to the “Affordable Lot Disposition Program”. In addition to the previously referenced changes proposed to the HLUT Committee, the following updates were also included based on feedback received from all three committees:

- The RFQ will be resolicited every 18 months to provide opportunities for new developers to qualify for the program.
- Lots will be available to approved developers in groups of up to 10 individual properties.
- Evaluation criteria for each group of available properties will vary based on the unique characteristics of the lots (flood zone, potential for multi-family, lot sizes, etc.) to ensure successful outcomes are achieved.
- Scoring matrix will incentivize approved developers mentoring less experienced developers.
- Caps have been set on the number of lots each developer can receive during any single disposition process to ensure equitable distribution of lots amongst applicants.
- The rent has been reduced from \$10.00 per month to one up-front cost of \$18.00.

### **Cost/Funding Information:**

Funds have been appropriated in the Codes Compliance General Fund budget in prior years for general maintenance (mowing, debris removal, etc.) and any other potential issues that may arise on a lot that would require intervention from the City, and not the developer. The remaining funds will be sufficient to rollover to future budget cycles and staff do not anticipate the need to allocate additional funds in the future.

### **Recommendation:**

The Administration recommends that City Council approve the attached resolution superseding the Foreclosure Lot Disposition Policy procedures as set forth in City Council Resolutions 2018-211, 2019-593, and 2021-173 with the Affordable Lot Disposition Program procedures; authorizing the Mayor, or his designee, to execute all documents necessary to effectuate same; and providing an effective date.



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We look forward to your approval and implementing these changes as we work towards meeting our Housing Opportunity for All goals and increasing the availability of affordable home ownership opportunities in St. Petersburg.

**Reviewed and approved by:**

Administration:           *A. Foster*          

Budget:           *Lance Stanford*          

Attachments: Resolution  
Affordable Lot Disposition Policy and Procedures  
Council Presentation  
HLUT Committee Questions and Answers  
Lot Maps

CC: Amy Foster, Community and Neighborhood Affairs Administrator



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## January 11, 2024, HLUT Committee Follow-up

### **How often have lots been resold?**

- No properties have been resold since the inception of the program.

### **What is the monitoring process?**

- Restrictive covenants are recorded when the property is sold so the City would be notified at the time of a potential sale. New monitoring is also in place to ensure properties continue to be occupied by the owner and are not being used as rentals.

### **How many of the developers on the current list of interested developers (LID) are local?**

- Of the 93 applicants on the LID, 67 developers are from Pinellas County, 55 of those specifically from St. Pete.

### **How many developers on the current list would not qualify under the new RFQ parameters?**

- Approximately 30 applicants did not indicate on their initial application that they had experience with constructing new single-family homes, which would immediately eliminate them in the new RFQ process.

### **Did any developers who received multiple lots improve efficiency on their second development?**

- No, the data did not show there was significant improvement.

### **How often would we re-issue the RFQ?**

- The RFQ will be solicited every 18 months to provide opportunities for new developers to be approved for the program.

### **How do we support developers that didn't get approved in the first round of an RFQ?**

- The scoring matrix has been updated to incentivize approved developers to mentor those who were not approved with the goal of providing the experience required to meet minimum qualifications in future solicitations.





**Will lots be awarded in bundles?**

- Lots were previously awarded as they were approved into the program. The current available lots will be disposed of in bundles of up to 10 properties.

**Can lots be bundled based on their proximity to each other?**

- Yes, staff will be intentional about awarding lots that are either in close geographical proximity or have similar characteristics (flood zone, zoned multi-family, lot size, etc.)



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St. Petersburg, FL 33731  
727-893-7373

RESOLUTION NO. 2024-\_\_\_\_\_

A RESOLUTION SUPERSEDING THE FORECLOSURE LOT DISPOSITION POLICY PROCEDURES AS SET FORTH IN CITY COUNCIL RESOLUTIONS 2018-211, 2019-593, AND 2021-173 WITH THE AFFORDABLE LOT DISPOSITION PROGRAM PROCEDURES SET FORTH IN THIS RESOLUTION; AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council has previously authorized Administration to foreclose on real properties with code enforcement, special assessment, and utility liens and for Administration to bid on said real properties at auction up to the City's judgment amount; and

WHEREAS, City Council Resolutions 2018-211, 2019-593, and 2021-173 approved procedures for the Foreclosure Lot Disposition Policy, but also approved the inclusion of certain properties into the Foreclosure Lot Disposition Policy; and

WHEREAS, Administration desires for City Council to approve and adopt modifications to the Program (as defined herein) which include renaming the "Foreclosure Lot Disposition Policy" the "Affordable Lot Disposition Program" (collectively, the "Program"), qualifying prospective developers through a request for qualifications process, selling properties directly to a developer, who in turn sells the property to a qualified homebuyer, and increasing the time period for restrictive covenants to 10 years to satisfy requirements associated with the inclusion of properties from the Neighborhood Stabilization Program; and

WHEREAS, procedures governing the Program incorporating the modifications sought by Administration are set forth in the attachment to this Resolution, incorporated herein; and

WHEREAS, the requested modifications to the Program are intended to favor developers with more extensive experience and portfolios, limit the City's liability, and further the goals of the Program; and

WHEREAS, this Resolution is intended to supersede City Council Resolutions 2018-211, 2019-593, and 2021-173 only as it relates to the procedures of the Foreclosure Lot Disposition Policy that are set forth therein, and this Resolution is not intended to supersede Resolutions 2018-211, 2019-593, and 2021-173 regarding the properties included in the Program; and


NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the attached modified procedures governing the Foreclosure Lot Disposition Policy, now known as the Affordable Lot Disposition Program, are hereby approved

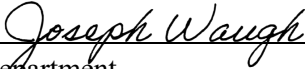
and adopted.

BE IT FURTHER RESOLVED that the Foreclosure Lot Disposition Policy procedures set forth in City Council Resolutions 2018-211, 2019-593, and 2021-173 are hereby superseded by the Affordable Lot Disposition Program procedures set forth in this Resolution, to the extent detailed in the foregoing recitals.

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

This Resolution shall become effective immediately upon its adoption.

  
\_\_\_\_\_  
City Attorney (Designee) 00770905

  
\_\_\_\_\_  
Department

## **AFFORDABLE LOT DISPOSITION PROGRAM PROCEDURES**

### **IDENTIFICATION OF PROPERTY**

These procedures apply to the residential properties that have been acquired by the City and that have been approved by City Council for inclusion in the Affordable Lot Disposition Program (“Program”).

### **QUALIFICATION OF DEVELOPERS**

1. The City will publish a Request For Qualifications (“RFQ”) to develop a list of qualified developers (“Developer(s)”) for the Program.
2. The RFQ will outline the intended goals of the Program and expectations for the Developers.
3. The RFQ will include evaluation criteria to verify that applicants meet minimum qualifications such as:
  - a. Legal ability to own/operate a business in Florida
  - b. Previous development experience in or around the City.
  - c. Proof of a contractor’s license or pre-established partnership with a licensed contractor.
  - d. Financial ability to construct homes.
4. The RFQ will be resolicited every 18 months for the purpose of qualifying additional developers.
5. Once qualified, Developers will remain on the approved list for three years.

### **NOTIFICATION OF AVAILABLE PROPERTY**

1. Properties will be included in the Program upon City Council approval. Periodically, the person(s) designated by the Mayor (individually and collectively, the “POD”) will advertise properties for disposition in “Groups” that contain up to 10 individual “Properties” (individual, “Property”).
  - a. The notification will include the address and Parcel Identification Number of the Property.
  - b. The notification will be posted on the City’s standard real estate disposition page and any other appropriate medium as determined by administration.
  - c. The notification will include the Evaluation Criteria (as later defined herein) that Responses (as later defined herein) will be evaluated on. All Properties in a Group will be evaluated on the same Evaluation Criteria.
2. The POD shall also advertise the disposition of the Properties in compliance with Florida Statutes governing CRA property, if located within a CRA.

### **SELECTION OF DEVELOPER**

1. Any approved Developer must respond in writing by the deadline set forth in the City’s advertisement in order to be considered for any Property. This “Response” must affirmatively state the approved Developer’s interest in acquiring any Property, including an order of preference for each Property of interest and should include appropriate information on all Evaluation Criteria (as later defined herein).
2. The evaluation of a Developer’s Response is determined by a point system, with points assigned by the POD, according to the “Evaluation Criteria.” All individual Properties in any given Group

will be subject to the same Evaluation Criteria. The Evaluation Criteria will contain generally applicable criteria and criteria that is specific to the personality of the Properties in the Group. Examples of potential Evaluation Criteria include:

- a. Does the Developer have experience working in the neighborhood of the Property?
- b. Can the Developer begin work promptly upon acquiring leasehold?
- c. Will the Developer contribute to the improvement of the surrounding area?
- d. Does the Developer have the capacity to take on the Property without adversely impacting its work on any other Properties?
- e. Is the Developer a non-profit?
- f. Is the Developer using local labor employees and contractors?
- g. Is the Developer going to complete the construction in partnership with another local developer?
- h. Does the Developer have the necessary capital to immediately begin work on the project?
- i. Will the Developer restrict the purchaser to 80% of the area median income?
- j. Does the Developer agree to the City's form agreement?

The POD shall review each Response submitted for each Property to determine the highest total score among all Developers for each Property. Failure to address any Evaluation Criteria in the Response will result in a score of zero for that particular Evaluation Criteria. The POD is authorized to waive any minor irregularities in a Developer's Response.

3. Should tie scores be received, the POD may flip a coin or draw lots. In the event of a tie, Developers will be notified of the time and place of the coin flip or lot draw and may have a representative present. The Developer that prevails pursuant to this subsection will be deemed to be the Developer with the higher score.
4. To ensure an equitable distribution of lots, no Developer shall receive more than two Properties during any award session, unless every responsive Developer has been prospectively awarded two Properties (or one Property if a Developer only applies for one Property) and Properties remain awarded. The POD has the sole discretion to limit all Developers to two or more Properties, irrespective if additional Properties remain unawarded.
5. The Developer with the highest score will be notified that they have been prospectively awarded a Property or Properties for Disposition (subject to City Council approval and the execution of a Lease (as defined below)). Awarded Properties will be based upon the ranking of Properties in a Developer's Response. Once the Developer with the highest score is allocated the Property or Properties that the Developer ranked the highest, the Developer with the next highest score will be allocated the Property or Properties that such Developer ranked the highest and that remain unawarded. This process will continue until all Properties in the Group are awarded.
6. Upon receiving notification from the City that a Developer has been prospectively awarded a Property, the Developer must respond in writing within the time period required by the City's notification indicating their intent to enter into a Lease with the City for the disposition of the Property. Failure of a Developer to respond to the City's notification within the required time will result in their Response being withdrawn from consideration.
7. After a Developer notifies the City of their intent to execute a Lease, all Developers who sent a Response will be notified of their score and the identity of the Developer that received the highest



score.

## DISPOSITION PROCESS

1. Once a Developer is prospectively awarded and accepts the Property as outlined above (“Selected Developer”), Real Estate and Property Management shall prepare a lease agreement with option to purchase (“Lease”) which shall be executed by the Selected Developer within 30 days of receiving the Lease from the City. Failure of a Developer to execute the Lease within 30 days will result in their Response being withdrawn from consideration and the Developer with the next highest score being prospectively awarded the Property for disposition.
2. The Lease shall include the following terms:
  - a. The Lease shall include a nominal rent of \$18.00 for the first 18 months, due upon the commencement of the Lease, and beginning on the first day of the 19<sup>th</sup> month, monthly rent in the amount of \$500.00 shall be due to the City.
  - b. The Lease shall include strict restrictions on code compliance and compliance with all laws during the term.
  - c. The Lease shall include an option to purchase that is contingent on the following:
    - i. The Selected Developer has constructed a home in compliance with the requirements set forth within the Lease and a certificate of occupancy has been issued.
    - ii. The Selected Developer has secured a qualified homebuyer whose income has been verified by the City to be at or below 120% of the area median income as defined by the U.S. Department of Housing and Urban Development (“AMI”) (“Qualified Homebuyer”), or a qualified ninety-nine (99) year Land Trust (“Land Trust”), which shall be reviewed and approved by the City prior to the transfer of the Property, with the requirement that such Land Trust ensure the housing unit is occupied by someone whose income has been verified by the City to be at or below 120% AMI.
    - iii. The Selected Developer is in full compliance with the terms of the Lease.
    - iv. A closing date has been established for the sale of the home to a Qualified Homebuyer or Land Trust.
    - v. A copy of the purchase agreement between the Selected Developer and the Qualified Homebuyer or Land Trust is provided to the City.
  - d. The Lease shall provide for closing as follows:
    - i. The Selected Developer is in full compliance with the Lease and properly exercises the option to purchase the Property from the City, and the City will transfer to Selected Developer title to the Property.
    - ii. The Selected Developer and City enter into an agreement for purchase and sale for the conveyance of the Property for a purchase price of \$10.00.
    - iii. The transfer of the Property to the Selected Developer shall be coordinated with the mutually agreed upon closing agent with the transfer from the City to the Developer occurring concurrently with the transfer from the Developer to the Qualified Homebuyer or Land Trust, on the closing date established for the sale of the Property to the Qualified Homebuyer or Land Trust.

- iv. The Selected Developer shall be responsible for all closing costs as set forth in the Lease and the agreement for purchase and sale.
- v. After a certificate of occupancy is issued, and at or prior to the closing, a restrictive covenant on the Property shall be executed and recorded limiting the Property's resale to income eligible buyers for 10 years, or the current required number of years if homebuyer assistance is provided by the City (depending on the funding program), whichever is higher. If the Property is located within a CRA, then other restrictions imposed by law or outlined in the CRA plan may also be attached.

# Affordable Lot Disposition Program

December 5<sup>th</sup>, 2024





# Background

- In April 2018, The Lot Disposition Program was approved by City Council to provide a process for the disposition of City owned lots obtained through foreclosure for the purpose of constructing affordable housing.
- The process included the creation of the Foreclosure Properties Committee (FPC) which is made up of 2 administrative employees and a citizen selected by the Mayor or his designee.
- The program was amended in May 2019 to reduce the developer's closing cost fee from \$4000 to \$10.
- The program was amended in November 2019 to allow for the inclusion of any city-owned property, pending approval by City Council.





## Current Process

- Developers apply to be added to the List of Interested Developers, “LID”, and must self-attest they meet the minimum qualifications.
- Developers on the LID are notified that properties are available, and they are given 30 days to submit property requests.
  - Notification is also posted through the standard real estate disposition page and in compliance with Florida Statutes if the property is located within the CRA.
- Each property request form is scored by staff and presented to a committee made up of two City employees and one Mayor Designee, who make the final decisions on which lots to award.
- Chosen developers sign lease and development agreements with the City and pay a monthly rent of \$10 for the first 18 months and \$500 thereafter.
- Staff monitors the construction to ensure the developers are meeting the timelines outlined in the lease.
- Potential homebuyers are qualified by City staff to ensure compliance with AMI requirement.
- At closing, the City sells the property to the buyer and is paid \$10 out of the closing costs. A restrictive covenant is placed on the property limiting its resale to income eligible buyers for 5 years, or the current required number of years if homebuyer assistance is provided by the City, whichever is higher.



# Project Results and Timelines

- **Number of houses constructed:** 44
- **Number of houses in progress:** 4
- **Number of lots available:** 42
- **Average Sales Price:** \$274,667.82
- **Average AMI of homebuyers:** 93%

	Lot Awarded to Permit Submittal	Permit Submittal to Permit Approval	Permit Submittal to Certificate of Occupancy	Completion Time
All Participants	9.5 Months	4 Months	12.4 Months	22.3 Months
Top Performer	5.2 Months	1.4 Months	5.1 Months	10.7 Months
Controlling for Top Performer	12.1 Months	5.6 Months	17 Months	29.1 Months



## Identified Challenges

- Housing and construction market is considerably different from the program's inception in 2018:
  - Need for affordable housing has increased.
  - Construction costs have risen, and interest rates are higher.
- Disparity in production between developers.
  - Average completion time for top 3 performers = 12 months
  - Average completion time for bottom 3 performers = 41.3 months
- Terminating leases for underperforming causes significant delays in the process.
  - Termination process is further complicated if any foundation or vertical construction has commenced.
- Current process utilizes significant staff resources across four different departments.
- Current disposition process ties the City to the improvements of the lot and gives the appearance that the City bears some responsibility related to the improvements.





# Stakeholder Feedback

- Collaborative workshops between staff facilitating the program began in late 2023 to identify process improvements to streamline program and improve outcomes.
- On January 11<sup>th</sup>, 2024, a presentation was brought before the Housing, Land Use, and Transportation Committee to review potential changes to the program.
  - Committee approved moving forward with proposed changes and seeking additional feedback from the Affordable Housing Advisory Committee and the Citizen Advisory Committee.
- On June 11<sup>th</sup>, 2024, staff presented to the AHAC and on August 20<sup>th</sup>, 2024, staff presented to the CAC.
  - Both committees were supportive of the proposed changes and their feedback was incorporated to include:
    - Incentivizing mentorships between developers.
    - Maintaining a list of eligible home buyers who could be connected with developers.





# Proposed Changes

Qualification of Developers	
Current Process	New Process
<ul style="list-style-type: none"><li>• Developers self-attest that they meet the minimum qualifications:<ul style="list-style-type: none"><li>• Solvency</li><li>• Legally entitled to own/operate a business in Florida</li><li>• Financial ability to build homes</li><li>• Basic business acumen to successfully manage home construction.</li></ul></li><li>• Compliance with criteria is determined by the FPC.</li><li>• All developers who meet the minimum qualifications are added to the List of Interested Developers (LID).</li></ul>	<ul style="list-style-type: none"><li>• The City will publish a Request for Qualifications to develop the list of approved developers.<ul style="list-style-type: none"><li>• An evaluation committee of city staff with subject matter expertise will review applications and select approved developers that meet qualifications.</li></ul></li><li>• The RFQ will be reopened every 18 months to add new developers to the approved list.</li><li>• Developers will remain approved for a term of three years.</li></ul>



# Proposed Changes

<b>Notification of Available Property</b>	
<b>Current Process</b>	<b>New Process</b>
<ul style="list-style-type: none"><li>• All of the developers on the LID are notified of available properties.</li><li>• Lots are released as they are approved by Council, averaging groups of 3 to 5 lots at a time.</li></ul>	<ul style="list-style-type: none"><li>• Approved developers will be notified of available properties.</li><li>• Lots will be released in groups that contain up to 10 properties.</li><li>• Notification will include the evaluation criteria that will be used during that award session.</li></ul>



# Proposed Changes

Selection of Developer	
Current Process	New Process
<ul style="list-style-type: none"><li>• The FPC reviews and scores each response to determine the order of preference.</li><li>• The evaluation criteria are the same during each award session.</li><li>• The FPC sets a minimum number of points for developers to be considered.</li><li>• The FPC at its sole discretion decides the point totals and the final order of preference.</li></ul>	<ul style="list-style-type: none"><li>• Staff will review and score each response.</li><li>• The evaluation criteria are tailored to the qualities of the properties being awarded.</li><li>• The developer with the highest score is awarded their choice of properties and is limited to two properties per award session, unless all other developers have been awarded a property.</li><li>• Tie scores are settled by a coin flip or lot draws.</li></ul>



# Proposed Changes

Disposition Process	
Current Process	New Process
<ul style="list-style-type: none"><li>• The Lease includes a nominal rent of \$10 a month for the first 18 months and \$500 a month thereafter.</li><li>• The Lease allows for the property to be sold to the Qualified Homebuyer.</li><li>• At closing, the City shall attach a restrictive covenant on the property limiting its resale to income eligible buyers for 7 years, or the current number of years required by the homebuyer assistance program.</li></ul>	<ul style="list-style-type: none"><li>• Developers who accept a lot have 30 days to execute the Lease and Development agreement.</li><li>• The Lease includes a nominal rent of \$18 for the first 18 months, due at the commencement of the Lease, and \$500 a month thereafter.</li><li>• The Lease allows for the property to be transferred to the Developer and then concurrently transferred to the Qualified Homebuyer.</li><li>• At closing, the City shall attach a restrictive covenant on the property limiting its resale to income eligible buyers for 10 years, or the current number of years required by the homebuyer assistance program.</li></ul>



## Recommendation

- The Administration recommends approval of the proposed resolution and procedures.

# THANK YOU

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**Codes Compliance Assistance Department**

P.O. Box 2842

St. Petersburg, Florida 33731

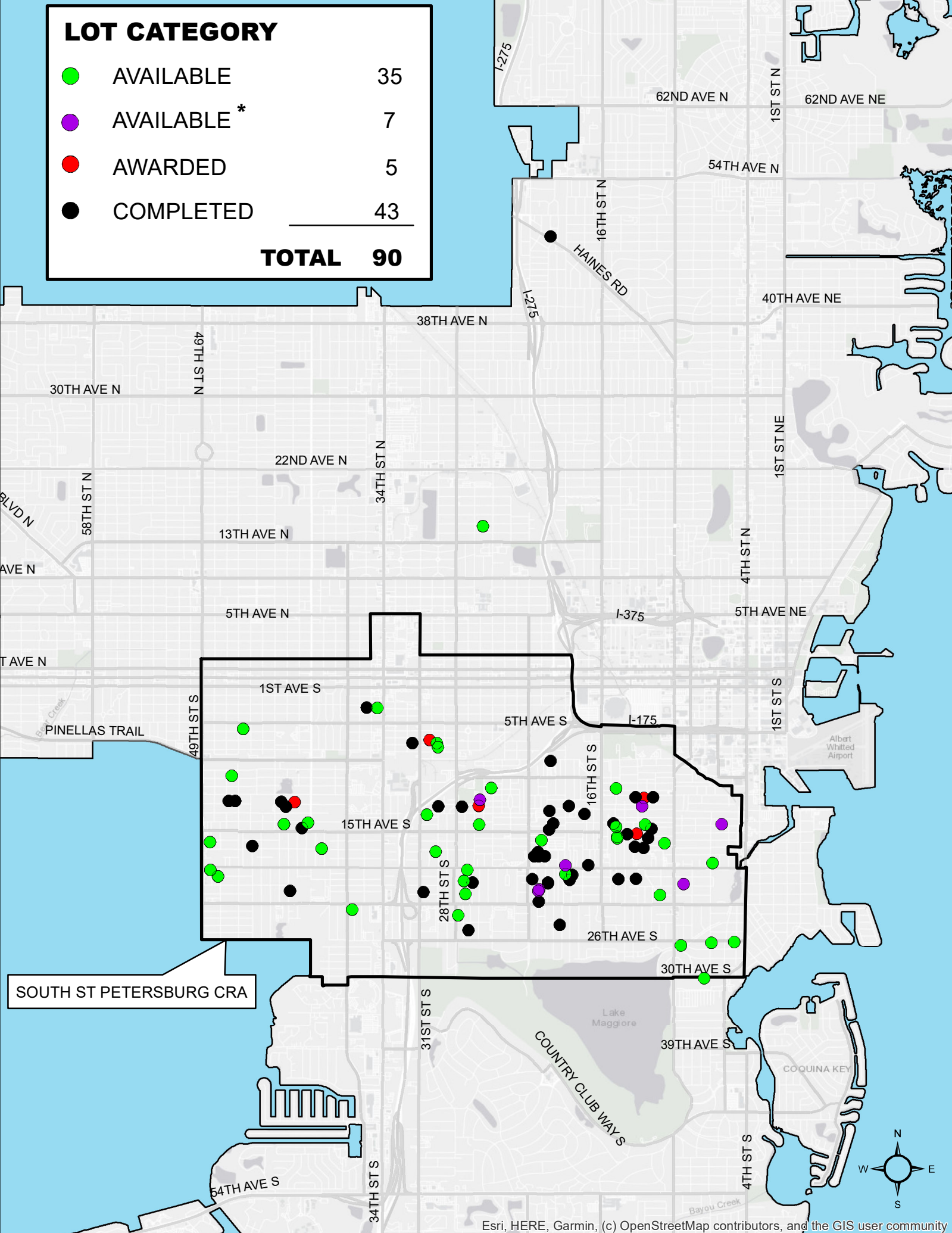
727-893-7373

[stpete.org/codes](http://stpete.org/codes)

# LOT CATEGORY

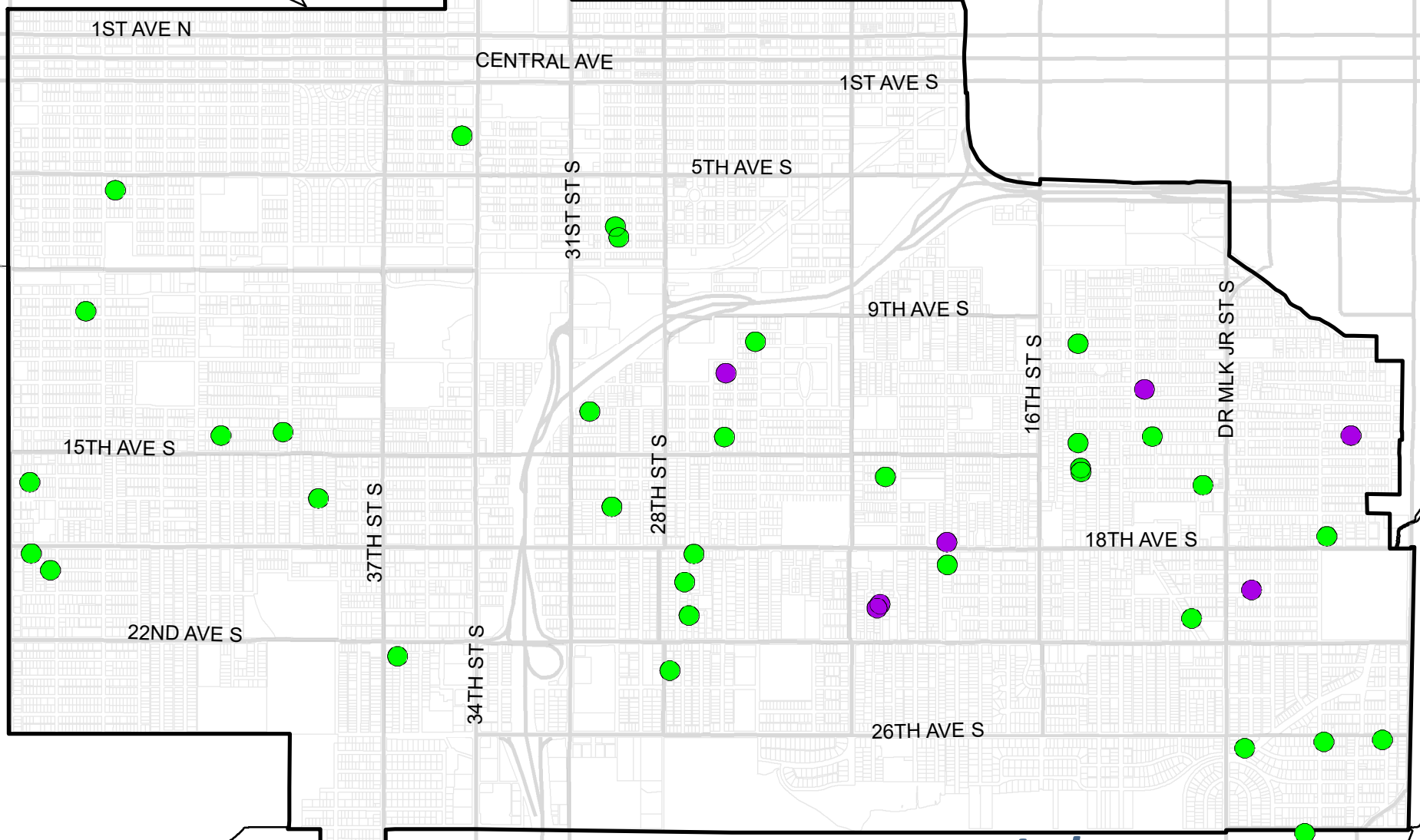
<span style="color: green;">●</span> AVAILABLE	35
<span style="color: purple;">●</span> AVAILABLE *	7
<span style="color: red;">●</span> AWARDED	5
<span style="color: black;">●</span> COMPLETED	43

**TOTAL 90**

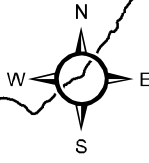


SOUTH ST PETERSBURG CRA

LOT CATEGORY		
<span style="color: green;">●</span>	AVAILABLE	35
<span style="color: purple;">●</span>	AVAILABLE *	7
<b>TOTAL</b>		<b>42</b>

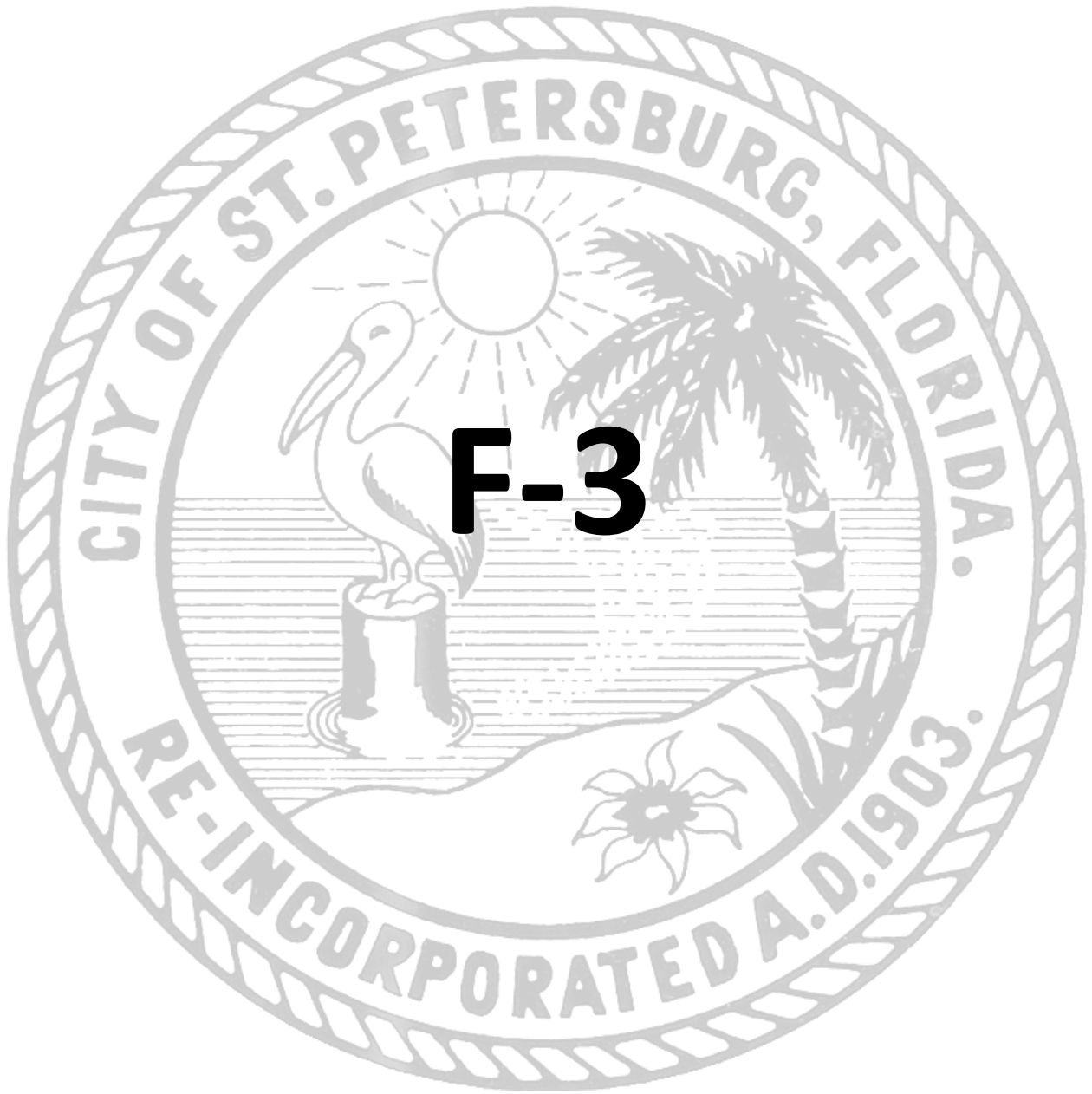


Lake





The following page(s) contain the backup material for Agenda Item: Current status of the Resilient St. Pete Action Plan, the City Owned Seawall Study, The City of St. Pete Vulnerability Study, and all other infrastructure and resiliency plans and plan updates currently underway. This report should include a recap of all funding for resilient infrastructure contained within the FY 2025 budget. Please scroll down to view the backup material.



**F-3**

# CITY COUNCIL AGENDA REPORT ITEM

**Date:** November 22, 2024

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

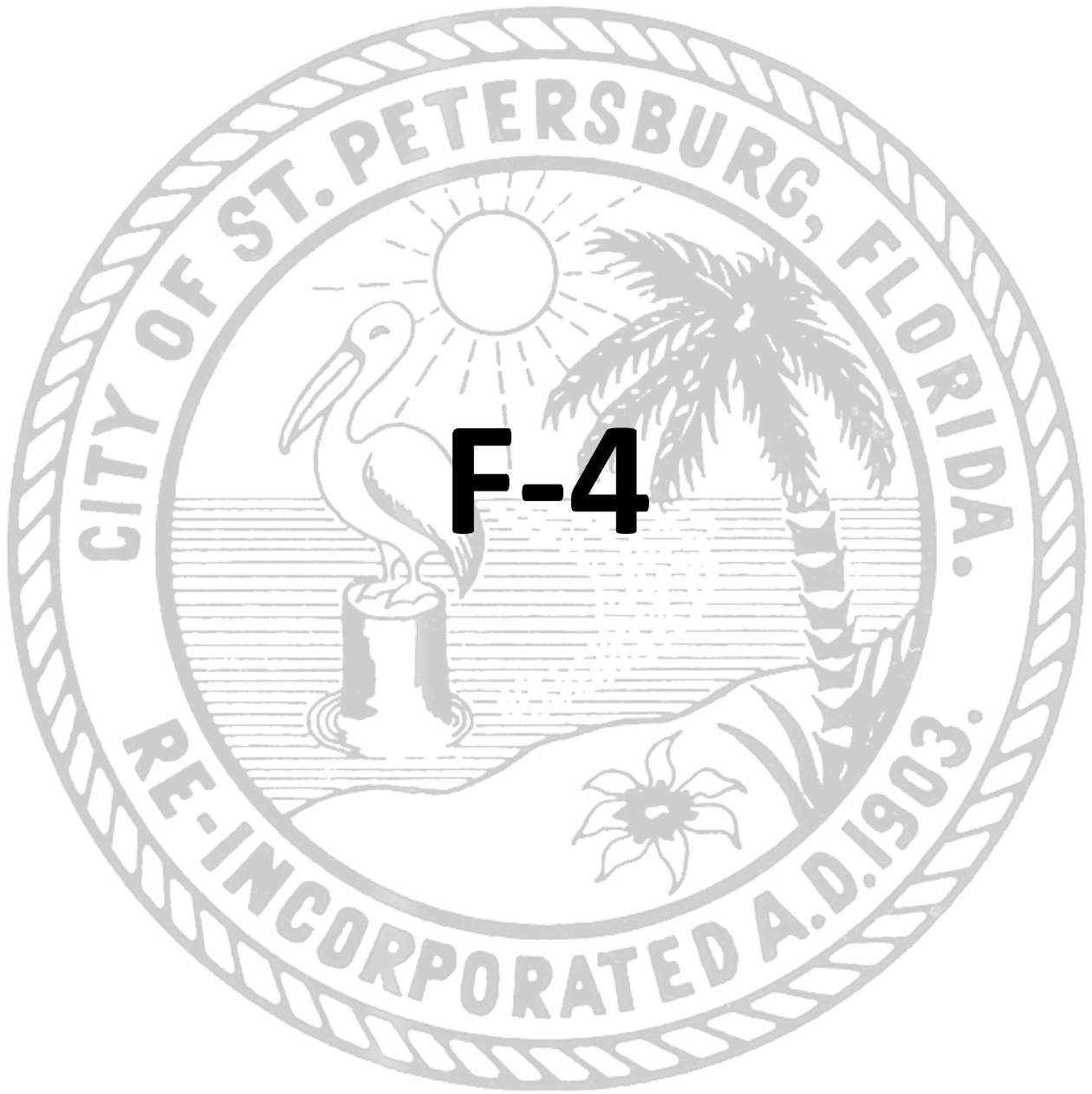
**SUBJECT:** Current status of the Resilient St. Pete Action Plan, the City Owned Seawall Study, The City of St. Pete Vulnerability Study, and all other infrastructure and resiliency plans and plan updates currently underway. This report should include a recap of all funding for resilient infrastructure contained within the FY 2025 budget.

**PRESENTER:** Administration

**SCHEDULE FOR COUNCIL ON:** December 5, 2024

Councilmember Brandi Gabbard  
District 2

The following page(s) contain the backup material for Agenda Item: Approving a resolution adopting a First Amendment to Declaration of Restrictions regarding Citrus Grove Apartments; and providing an effective date.  
Please scroll down to view the backup material.



**F-4**

## ST. PETERSBURG CITY COUNCIL

Meeting December 5th, 2024

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

**SUBJECT:** Approving a resolution adopting a First Amendment to Declaration of Restrictions regarding Citrus Grove Apartments; and providing an effective date.

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### Recommendation

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

- **APPROVE** a resolution adopting a First Amendment to Declaration of Restrictions regarding Citrus Grove Apartments; and providing an effective date.

### Overview of Citrus Grove Apartments

Citrus Grove Apartments, previously named Bethel Community Heights, is comprised of seven, three-story concrete block apartment buildings, on 3.16 acres of land. The 50-year-old complex was purchased in October 2021 by the Foundation for Affordable Housing Citrus Grove, a nonprofit corporation based in Laguna Beach, Ca.

The Citrus Grove Apartments include 84 existing housing units comprised of 11 one-bedroom units, 27 two-bedroom units, 25 three-bedroom units, and 21 four-bedroom units. All units are restricted to households with an annual income of sixty percent (60%) of Area Median Income and have Project Based Vouchers. Residents pay a maximum of 30% of household income in rent.

City Council approved resolution No. 2022-420, approving an agreement between Foundation for Affordable Housing Citrus Grove LLC (“FFAH CG”) to provide \$1,420,708.25 in Tax Increment Financing from the South St. Petersburg Redevelopment District Fund to fund the cost for the renovation and rehabilitation of the Citrus Grove Apartment Complex. The payment was made from the “Affordable Housing Redevelopment Loan Program” after the recipient recorded a Restrictive Covenant in the official record of Pinellas County. The agreed-upon renovations have been completed and all committed funds have been paid.

FFAH CG wishes to transfer Citrus Grove Apartments to Citrus Grove Preservation, Ltd. (“CGP”). CGP plans to further rehabilitate Citrus Grove Apartments and will assume FFAH CG’s responsibilities regarding the Declaration of Restrictions (DOR) and will continue to operate Citrus Grove Apartments in accordance with the DOR.

## Finding of Consistency with the South St. Petersburg Redevelopment Plan

Providing public funding for the Citrus Grove Apartments is consistent with the Florida Community Redevelopment Act which calls *inter alia* for the construction and rehabilitation of affordable housing. The proposal is also consistent with the intent of the South St. Petersburg Community Redevelopment Plan (Plan) and the “Affordable Housing Redevelopment Loan Program”. When City Council approved the Plan for the CRA (Ord. #169-H), it recognized that building and maintaining affordable housing was one of the key strategies to revitalize the South St. Petersburg CRA.

Finally, the public funding is consistent with the Redevelopment Program and Funding Strategy for the Plan which calls for the encouragement of both private enterprise and innovative partnerships to implement the Plan. The City of St. Petersburg has created the “Affordable Housing Redevelopment Loan Program” whose stated objective is to provide funding through a variety of loan products including but not limited to bridge loans, loan guarantees, and low-interest or forgivable loans to support affordable housing developments in the CRA.

## Recommendation

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


- **APPROVE** a resolution adopting a First Amendment to Declaration of Restrictions regarding Citrus Grove Apartments; and providing an effective date.

## Cost/Funding/ Assessment Information

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

**ATTACHMENTS:** Resolution  
First Amendment to Declaration of Restrictions

  
Budget

 BC  
Administration

RESOLUTION NO. 2024-\_\_

A RESOLUTION APPROVING A FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS REGARDING CITRUS GROVE APARTMENTS; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, City Council previously approved Resolution No. 2022-420 approving the award of TIF funds to FFAH Citrus Grove, LLC ("FFAH CG") to renovate and rehabilitate its property located at 731 15th St. S. in St. Petersburg, Florida, which is also identified by the Parcel ID number 25-31-16-15518-000-0010, and is known as the "Citrus Grove Apartments", which included approval of a funding agreement dated September 22, 2022 ("Funding Agreement") to provide an amount not to exceed \$1,420,708.25 from the South St. Petersburg Redevelopment District Fund (1104) to FFAH CG to fund the cost of the project in exchange for FFAH CG ensuring that Citrus Grove Apartments remains restricted to qualified tenants in order to provide affordable housing until the year 2062; and

WHEREAS, pursuant to the Funding Agreement, a declaration of restrictions dated December 5, 2022 ("Declaration of Restrictions"), was executed and recorded to ensure that Citrus Grove Apartments remains restricted to qualified tenants in order to provide affordable housing until the year 2062; and

WHEREAS, the project contemplated by the Funding Agreement was completed and the Funding Agreement expired on or about December 22, 2023, but the Declaration of Restrictions remains in full force and effect; and

WHEREAS, FFAH CG wishes to transfer Citrus Grove Apartments to Citrus Grove Preservation, Ltd., a Florida limited partnership ("CGP"); and

WHEREAS, CGP's representatives have represented to the City that it is CGP's intent to further rehabilitate Citrus Grove Apartments and assume FFAH CG's responsibilities pursuant to the Declaration of Restrictions and continue operating Citrus Grove Apartments in accordance with the Declaration of Restrictions; and

WHEREAS, CGP's representatives have represented to the City that in order to finance the acquisition and additional rehabilitation of Citrus Grove Apartments, CGP is participating in a



tax credit re-syndication and obtaining multifamily housing revenue bonds from the Housing Finance Authority of Pinellas County; and

WHEREAS, U.S. Bank Trust Company, National Association, a national banking association (“Lender”), is financing CGP’s acquisition of Citrus Grove Apartments; and

WHEREAS, CGP’s representatives and Lender’s representatives originally requested that the City execute a subordination agreement regarding the Declaration of Restrictions in order meet certain requirements of the Lender in connection with its financing of CGP’s acquisition and rehabilitation of Citrus Grove Apartments; and

WHEREAS, after City staff expressed concerns about subordinating the Declaration of Restrictions, it was determined that amending the Declaration of Restrictions regarding the City’s remedies would meet certain requirements of the Lender in connection with its financing of CGP’s acquisition and rehabilitation of Citrus Grove Apartments; and

WHEREAS, the proposed First Amendment to the Declaration of Restrictions, attached hereto as Exhibit A and incorporated herein (“Amendment”), would amend the City’s remedies by deleting the remedy of liquidated damages and limiting the City’s remedies to specific performance and/or injunctive relief, but would not subordinate the Declaration of Restrictions, which would ensure that Citrus Grove Apartments remains restricted to qualified tenants in order to provide affordable housing until the year 2062, as set forth in the Declaration of Restrictions, to the extent permitted by applicable law; and

WHEREAS, the Amendment does not contemplate the expenditure of any further City or South St. Petersburg CRA TIF funds.

NOW, THEREFORE, BE IT RESOLVED by the City of St. Petersburg City Council that the First Amendment to Declaration of Restrictions, attached hereto as Exhibit A and incorporated herein (“Amendment”), regarding Citrus Grove Apartments, as detailed in the foregoing recitals, is hereby approved.

BE IT FURTHER RESOLVED that the City Attorney’s Office is authorized to make non-substantive changes to the Amendment.

This resolution shall become effective immediately upon its adoption.

LEGAL:

Isabella Sabel  
00777883

DEPARTMENT:

James A. [Signature] BC

Recording Requested By and  
When Recorded Mail to:

Brian Caper  
City of St. Petersburg  
Economic Development  
P.O. Box 2842  
St. Petersburg, FL 33731

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Property Appraisers Parcel Identification No.  
25-31-16-15518-000-0010

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(Space above this line for Recorder's Use)

**FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS**

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THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS (this "Amendment"), made by Citrus Grove Preservation, Ltd., a Florida limited partnership ("Citrus Grove Preservation") as the successor in interest to FFAH Citrus Grove, LLC, a Florida limited liability company ("FFAH Citrus Grove"), is made as of this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, to that certain Declaration of Restrictions, dated December 5, 2022, and recorded on December 7, 2022, in Official Records Book 22283, Pages 1778 - 1789, in the public records of Pinellas County, Florida (the "Declaration").

**R E C I T A L S:**

WHEREAS, the Declaration encumbers that certain real property as described and defined in the Declaration ("Property"); and

WHEREAS, the Declaration places restrictions on the Property that run with the land to ensure that the units on the Property will remain restricted to qualified tenants in order to provide affordable housing on the Property until the year 2062, as set forth in the Declaration; and

WHEREAS, at the time of the execution and recording of the Declaration, FFAH Citrus Grove was the fee owner of the Property; and

WHEREAS, FFAH Citrus Grove recently transferred fee title to the Property to Citrus Grove Preservation; and

WHEREAS, pursuant to section 9 of the Declaration, upon the transfer of title to the Property, all of FFAH Citrus Grove's obligations and liabilities under the Declaration shall automatically be fully and completely assigned to its successor in interest; and

WHEREAS, the beneficiary of the Declaration, the City of St. Petersburg, Florida, a municipal corporation (“City”), and Citrus Grove Preservation wish to amend the Declaration in order to satisfy certain requirements of Citrus Grove Preservation’s lender in connection with its financing of Citrus Grove Preservation’s rehabilitation of the Property and to ensure that the Property shall remain restricted to qualified tenants in order to provide affordable housing on the Property until the year 2062, as set forth in the Declaration.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Citrus Grove Preservation declares:

1. The above recitals are true and correct and are incorporated herein by this reference.

2. Citrus Grove Preservation acknowledges and agrees that the Declaration, as amended herein, runs with the land regarding the Property, and that as FFAH Citrus Grove’s successor in interest and current fee owner of the Property, Citrus Grove Preservation is bound by the Declaration, as amended by this Amendment, and has fully and completely assumed all of FFAH Citrus Grove’s obligations and liabilities under the Declaration. Citrus Grove Preservation acknowledges and agrees that the City has not waived any rights arising from the Declaration or the recording of the Declaration by virtue of this Amendment, including but not limited to, any priority regarding the Property pursuant to Chapter 695, Florida Statutes.

3. Section 8 of the Declaration is hereby amended as follows with additions indicated by underlining and deletions indicated by ~~strikethrough~~:

Grantor’s obligations under this Declaration of Restrictions go to the essence of Grantor’s agreement with the City; Notwithstanding anything herein or otherwise to the contrary, the City acknowledges and agrees that its remedies hereunder shall be limited to seeking specific performance and/or injunctive relief to compel compliance by Grantor and Grantor’s successors in interest with the provisions hereof.

~~and any failure to abide by these restrictions will result in damages to the City that are extremely difficult and impractical to ascertain and fix as actual damages under known and anticipated facts and circumstances, for which the City’s remedies at law will not be adequate in the event of breach. Therefore, if the restrictions set forth herein are violated, and are not cured within thirty (30) days of notice of the violation by the City, in addition to any penalties, fines or liens which may occur through any other legal process, Grantor, or Grantor’s successors in interest to the Property, shall be liable for and shall pay to the City, as the City’s sole and exclusive remedy, the amount paid by the City to Grantor for each unit, which is \$16,913.19, plus 8% interest per annum, calculated from the date this Declaration is made, (“Contributed Value”) for each restriction violation which is not cured within the cure period of thirty (30) days. The Contributed Value is hereby agreed and acknowledged to be reasonable liquidated damages, not a penalty, for the violation of this Declaration of Restrictions. The Contributed Value shall be immediately due and payable to the City and shall be a lien on the Property effective as of the day this Declaration of Restriction is executed.~~

4. Except as specifically amended hereby, all terms and conditions of the Declaration shall remain and continue in full force and effect in accordance with its terms in the Declaration

and shall not otherwise be deemed modified, revoked, or terminated in any manner. Should there be any inconsistency between the terms hereof and those of the Declaration, then the terms of this Amendment shall control. All capitalized terms in this Amendment shall have the meaning set forth in the Declaration, unless otherwise defined herein.

5. It is expressly agreed that this Amendment shall be binding upon and shall be deemed to run with the land and shall bind and inure to the benefit of the successors and assigns of both the City and Citrus Grove Preservation. In the event that Citrus Grove Preservation transfers title to the Property or otherwise assigns its obligations hereunder, all of Citrus Grove Preservation's obligations and liabilities under this Amendment shall be fully and completely assigned to such successor or assignee, as the case may be, in full as if the same were mentioned by name instead of Citrus Grove Preservation herein.

6. Citrus Grove Preservation covenants and represents that on the date of execution of this Amendment, Citrus Grove Preservation is seized of the Property in fee simple and has good right to create, establish, and impose these restrictive covenants on the use of the Property.

7. Citrus Grove Preservation represents and warrants that, (i) it is a duly organized, qualified and existing entity under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Amendment to so execute the same and fully bind Citrus Grove Preservation.

8. The laws of the State of Florida govern this Amendment. 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 Citrus Grove Preservation and the City consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first above written.

*This space intentionally blank. Signature page follows.*



Approved as to Form and Content:

\_\_\_\_\_

City Attorney (Designee)

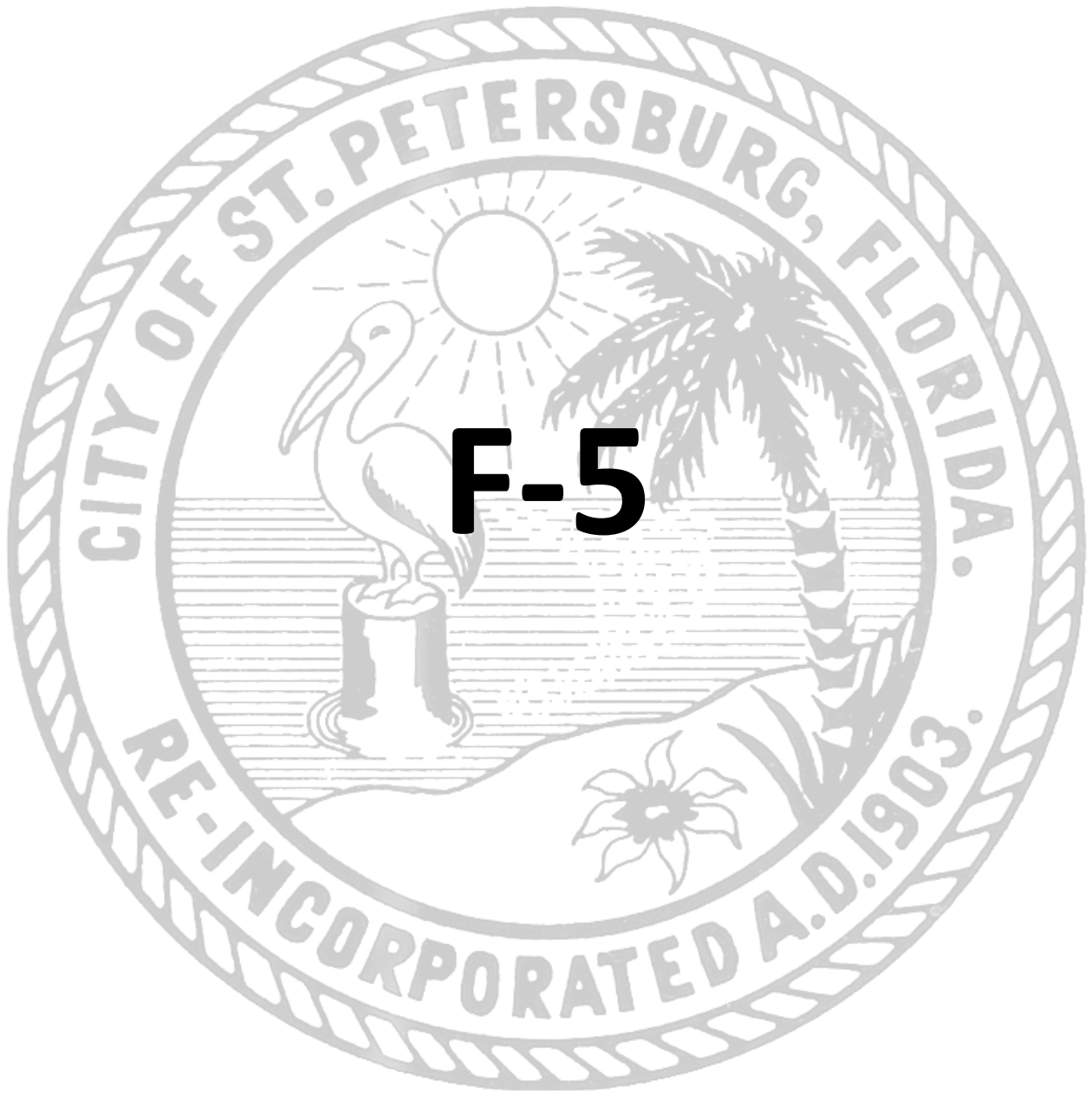
By: \_\_\_\_\_

Assistant City Attorney

00778485

The following page(s) contain the backup material for Agenda Item: A Resolution approving amendments to the South St. Petersburg Community Redevelopment Area (CRA) “Rapid Roof Replacement Program”, to expand eligible properties to include those in need of roof repair or replacement due to damage from Hurricane Helene or Hurricane Milton; and finding the expenditure of TIF funds for the proposed consistent with the intent of the South St. Petersburg Community Redevelopment Plan and with the CRA’s “Rapid Roof Replacement Program”; and providing an effective date.

Please scroll down to view the backup material.



**F-5**



## ST. PETERSBURG CITY COUNCIL

Meeting of December 5<sup>th</sup>, 2024

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

**SUBJECT:** A Resolution approving amendments to the South St. Petersburg Community Redevelopment Area (CRA) "Rapid Roof Replacement Program", to expand eligible properties to include those in need of roof repair or replacement due to damage from Hurricane Helene or Hurricane Milton; and finding the expenditure of TIF funds for the proposed consistent with the intent of the South St. Petersburg Community Redevelopment Plan and with the CRA's "Rapid Roof Replacement Program"; and providing an effective date.

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### Request

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

- **Approve** amendments to the Rapid Roof Replacement Program, a subprogram of the Affordable Single-Family Homeownership program, to expand eligible properties to include those in need of roof repair or replacement due to damage from Hurricane Helene or Hurricane Milton, and
- **FIND** that the expenditure of TIF funds for the proposed is consistent with both the intent of the South St. Petersburg Community Redevelopment Plan and the CRA's "Rapid Roof Replacement Program".

### Background on Affordable Single Family Homeownership Program

The City Council approved six new programs and eight amendments to existing TIF programs on December 6, 2018, to finance investments in the Community Redevelopment Area (CRA). The Housing and Community Development Department of the City currently oversees direct financial assistance programs funded by the CRA, which supports affordable homeownership for income-eligible households in the South St. Petersburg community. The "Affordable Single Family Homeownership Program" is one of the programs that was introduced. The current programs include down payment and closing cost assistance to first-time homebuyers, rehabilitation assistance for owner-occupied properties, barrier-free mitigations, homebuyer education, credit counseling, foreclosure assistance, and other programs to ensure sustainable homeownership. For this program, households whose income is 140 percent and below the area median household income (AMI) are considered "income-eligible".

The City Council approved the Rapid Roof Replacement Program, a subprogram of the Affordable Single-Family Homeownership Program on July 11, 2024. The program offers forgivable loans at zero percent (0%) interest to South St. Petersburg Community

Redevelopment Area (SSPCRA) residents at or below 120 percent AMI who owned and occupy a residential property located within the boundaries of the SSPCRA with active code violations requiring roof replacement and related repairs.

### **Background on South St. Petersburg CRA TIF Programs**

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

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

### **Recommendation**

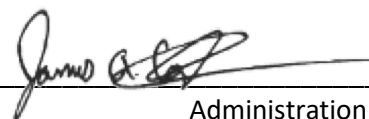
City Administration recommends approving amendments to the South St. Petersburg CRA "Rapid Roof Replacement Program".

### **Cost/Funding/Assessment Information**

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

**ATTACHMENTS:** Resolution  
Exhibit 1-Program Description

  
Budget

  
Administration

BC

Resolution No. 2024 - \_\_\_\_\_

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG APPROVING AMENDMENTS TO THE RAPID ROOF REPLACEMENT PROGRAM, A SUBPROGRAM OF THE AFFORDABLE SINGLE-FAMILY HOMEOWNERSHIP PROGRAM, TO EXPAND ELIGIBLE PROPERTIES TO INCLUDE THOSE IN NEED OF ROOF REPAIR OR REPLACEMENT DUE TO DAMAGE FROM HURRICANE HELENE OR HURRICANE MILTON (**SEE ATTACHED EXHIBIT 3A**); AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, on December 6, 2018, City Council approved the Affordable Single-Family Homeownership Program via Resolution 2018-613, which provides SSCRA funding to support affordable homeownership for income-eligible households; and

WHEREAS, on July 11, 2024, City Council approved the Rapid Roof Replacement Program, a subprogram of the Affordable Single-Family Homeownership Program, to offer forgivable loans at zero percent (0%) interest to SSCRA residents at or below 120% AMI who own and occupy a residential property located within the boundaries of the City’s South St. Petersburg Community Redevelopment Area with active code violations requiring roof replacement and related repairs (“Rapid Roof Replacement Program”); and

WHEREAS, on September 26, 2024, Hurricane Helene made landfall as a Category 4 hurricane near Perry, Florida, causing widespread destruction to the City of St. Petersburg; and

WHEREAS, shortly after Hurricane Helene, on October 9, 2024, Hurricane Milton made landfall as a Category 3 hurricane near Siesta Key, Florida, causing additional widespread destruction to the City of St. Petersburg; and

WHEREAS, many homes within the SSCRA boundaries sustained roof damage from Hurricane Helene and/or Hurricane Milton; and

WHEREAS, on December 3, 2024, the Citizens Advisory Committee for the South St. Petersburg CRA made recommendations regarding amendments to the Rapid Roof Replacement Program, a subprogram of the Affordable Single-Family Homeownership Program, to expand eligible properties to include those in need of roof repair or replacement due to damage from Hurricane Helene or Hurricane Milton; and

WHEREAS, on December 5, 2024, the Community Redevelopment Agency recommended approval of these amendments.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, that amendments to the Rapid Roof Replacement Program, a subprogram of the Affordable Single-Family Homeownership Program, to expand eligible properties to include those in need of roof repair or replacement due to damage from Hurricane Helene or Hurricane Milton is hereby approved (see attached **Exhibit 3A**).

This Resolution shall become effective immediately upon its adoption.

LEGAL:

  
00777592

DEPARTMENT:



## **Subprogram: Rapid Roof Replacement Program**

### **I. Description and Purpose**

The *Rapid Roof Replacement Program* will offer a forgivable loan at zero percent (0%) interest to income-eligible applicants who own and occupy a residential dwelling unit located within the boundaries of the South St. Petersburg Community Redevelopment Area (CRA). The loan will be forgiven after five years of continued occupancy by the homeowner. To qualify for the Rapid Roof Replacement Program, the total gross annual income of the household, including all residents, should not exceed 120% of the Area Median Income (AMI).

### **II. Consistency with the South St. Petersburg Redevelopment Plan**

The South St. Petersburg CRA provides a sustainable and durable source of financing to assist private enterprises in remedying blight and poverty in South St. Petersburg. The City directs the majority of tax increment financing revenues deposited into the Trust Fund towards providing direct assistance for private investment, including in residential rehabilitation through grants, loans, property tax abatements, or other vehicles that help leverage capital from diverse sources.

The redevelopment program for the South St. Petersburg Community Redevelopment Plan centers on reinvigorating the housing market through rehabilitation. The funding programs are designed to address the compelling issues of blight such as housing that is deteriorated. Creating decent, safe, and sanitary housing conditions are essential steps in improving the South St. Petersburg CRA.

### **III. Type and Amount of Award**

Applicants may apply for zero percent (0%) interest loans, up to \$20,000 for replacement of roofs with active roof code violations or roof damage from Hurricane Helene or Hurricane Milton. The replacement may include the repair of damage to ceiling, soffit, fascia, and walls that were caused by roof leaks.

To be eligible for the Rapid Roof Replacement Program:

- Household gross annual income of 120% AMI or lower
- Homeowner located within the boundaries of the South St. Petersburg Community Redevelopment Area
- Property must have an active code violation related to the roof or roof damage from

*Amended TIF Program Dec. 2024*

**Exhibit 3A**  
**Affordable Single-Family Homeownership Program Subprogram:**  
**Rapid Roof Replacement Program**  
South St. Petersburg CRA Tax Increment Financing Program

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Hurricane Helene or Hurricane Milton

- Homeowner must have fee simple title to the property
- The property and the Homeowner must meet the City's underwriting guidelines, which are updated annually at a minimum and may be updated by City Administration from time to time throughout the year.

#### **IV. Funding Source**

The City of St. Petersburg may allocate funding annually from the TIF contributions to support the Affordable Single-Family Homeownership Program. The funding amount will be determined annually and by budget amendment if necessary. The CRA funding will be used to augment the City's current homeowner assistance programs but with a requirement that the TIF funding be expended to support income-eligible homeownership within the South St. Petersburg CRA. The maximum income levels for this program are based on the Florida Housing Finance Corporation's SHIP Program, which is adjusted annually (see attachment).

#### **V. Program Guidelines**

*Program Administration and Enforcement*

The City's Housing and Community Development Department will administer and enforce the program and contract requirements for the Rapid Roof Replacement Program. The program will operate out of the Single-Family Rehabilitation Assistance Program.

*Program Process*

Homeowners can apply through the City's RAP Neighborly Portal or complete a paper application and submit it to the RAP program. All required documentation to determine income eligibility is part of this application.

A Rehabilitation Officer will screen applications for eligibility, complete the income eligibility screening, and then set appointments with homeowners to go out to the property to complete an initial inspection of the roof. The property will be ineligible for roof replacement if the housing structure is deemed uninhabitable as per City Code. The Rehabilitation Officer evaluates the roof to determine the scope of work (SOW). The homeowner reviews the SOW, signs off the specifications, and agrees to a bidder walk-through.

*Bidding Process*

The Housing and Community Development Department programs work independently

*Amended TIF Program Dec. 2024*

**Exhibit 3A**  
**Affordable Single-Family Homeownership Program Subprogram:**  
**Rapid Roof Replacement Program**  
South St. Petersburg CRA Tax Increment Financing Program

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from the City's Procurement Department to procure bids for homeowner rehabilitation, including the Rapid Roof Replacement program. All contractors sent information about open houses are based on current contractors who have submitted qualifications and have been qualified by the City's Procurement Department.

Contractors are to be licensed and insured. The Rehabilitation Officer is responsible for reviewing the state and federal debarment/suspension lists prior to any invitation to bid.

The Rehabilitation Officer conducts an on-site job walk-through meeting with interested bidders, answering questions and providing any additional information regarding the roof replacement. The homeowner is encouraged to attend the bid, to meet contractors and to promote a better understanding of the roof replacement. Bids are obtained through the City's Housing and Community Development Department, who then reviews the bid with the homeowner.

***Loan Closing/Contract Signing***

A loan closing and contract signing meeting is held by the Rehabilitation Officer and homeowner. The bids are reviewed by the homeowner and the homeowner selects the contractor for the roof replacement. The contract between the city and the homeowner related to the loan is signed by the homeowner, with the homeowner having a 3-day right of rescission before the commencement of the work.

The Notice of Commencement is filed in the records of Pinellas County and provided to the selected contractor by the city, and the mortgage documents are then recorded with the Clerk of Courts.

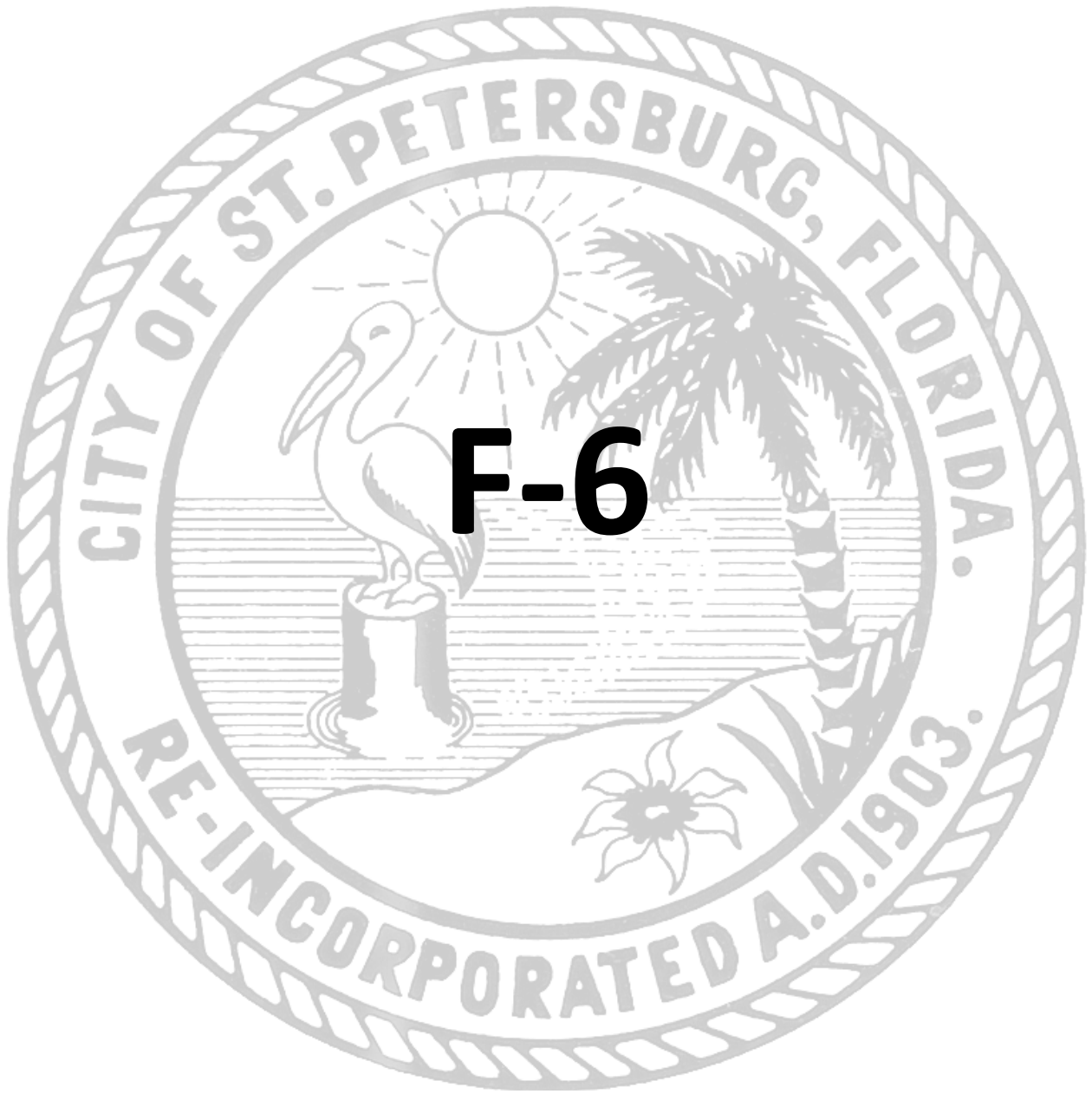
***Permitting***

The Rehabilitation Officer monitors the project to ensure permits are pulled when required and tracks the progress through the completion of construction. It is the responsibility of the contractor and subcontractors to ensure all necessary and required permits are obtained before the commencement of the roof replacement. All work must be inspected, and permits finalized by the City's Development Services Department before completion of the roof replacement.

Map of Active Roof Code Cases within the South St. Petersburg Community Redevelopment Area



The following page(s) contain the backup material for Agenda Item: Stadium Bonds Series 2024 A, Series 2024 B and Historic Gas Plant Series 2024 C Bonds  
Please scroll down to view the backup material.



**F-6**

Updated Submission for the  
November 21, 2024  
Budget, Finance & Taxation Committee  
and City Council Meetings

## MEMORANDUM

**TO:** The Honorable Deborah Figgs-Sanders, Chair and Member of City Council  
**FROM:** Thomas Greene, Assistant City Administrator *TG*  
Erika Langhans, Chief Financial Officer  
Anne Fritz, Director of Debt Finance *AAF*  
**DATE:** November 14, 2024  
**RE:** Stadium Bonds Series 2024 A, Series 2024 B and Historic Gas Plant Series 2024 C Bonds

### Overview

On November 21, 2024, the Budget Finance and Taxation Committee will review the attached documents with respect to the issuing of tax-exempt bonds to finance the City's contribution to 1) the construction of a new baseball stadium and 2) the infrastructure investment in the Historic Gas Plant Redevelopment. Additionally, on November 21, City Council will consider these same documents that authorize the issuance of the three series of bonds currently scheduled to be issued in late January (Series 2024 A/B Bonds) and in mid-February (Series 2024 C Bonds).

There are three sections following this cover memorandum. Those sections include the substantially final version of various documents need to effectuate the proposed bond transactions. The sections include:

- 1) Stadium Bonds Series 2024 A and Series 2024 B
- 2) Historic Gas Plant Infrastructure Series 2024 C Bonds
- 3) Interlocal Agreement between City of St. Petersburg Community Redevelopment Area and the City of St. Petersburg

Certain documents were updated since the original October 17, 2024, and October 24, 2024, BFT meeting agenda materials. We have updated the respective cover memorandums as well as including redlined versions of the updated documents for the BFT agenda. The updated documents include the Supplemental Resolutions for Series 2024A&B and Series 2024C and their respective Preliminary Official Statements, which were updated for additional disclosures for Hurricane Milton, as well as some minor edits from our legal counsel. The legal team also updated the Construction Funds Trust Agreement (dated as of November 14, 2024), and the Disbursement Agreement (dated November 7, 2024). We also added a short presentation for the meeting, as well as the latest Sources and Uses of Funds for the debt issues provided by Public Financial Management (PFM) dated as of October 16, 2024.

### Timetable

After City Council approval of the bond financing documents there are several steps to be completed before we go to the market with the Series 2024A/B and Series 2024 C Bonds. Below is a brief summary of these steps:

- 1) Commence and ultimately secure of ratings from both Moody's and Fitch
- 2) Complete Validation appeal period (completed)
- 3) Confirmation of all conditions' precedent (as agreed to in the Development and Funding Agreement) are met by all parties.

While completing these steps, the Resolutions adopted in July 2024 dictate that if the issuance of the bonds is after the calendar year-end, the series names may be automatically changed to the year of issuance without modification of already authorized bond documents.

We look forward to discussing the attached documents at the Budget, Finance and Taxation Committee and at the City Council meeting on November 21.

# STADIUM BONDS

## (2024 A & B)

**Budget, Finance & Taxation Committee**  
**November 21, 2024**

**TO:** Copley Gerdes, Chair and Members of the Budget, Finance & Taxation Committee

Type text here

**FROM:** Thomas Greene, Assistant City Administrator *TG*  
Anne A. Fritz, Director, Debt Financing *AAF*  
Erika Langhans, Chief Financial Officer *ERL*

**SUBJECT:** A RESOLUTION OF THE CITY OF ST. PETERSBURG, FLORIDA, SUPPLEMENTING RESOLUTION NO. 2024-296 OF THE CITY AND AUTHORIZING THE AWARD UPON THE SATISFACTION OF CERTAIN PARAMETERS DESCRIBED HEREIN OF ITS NOT TO EXCEED \$77,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF THE CITY OF ST. PETERSBURG, FLORIDA NON-AD VALOREM REVENUE BONDS, SERIES 2024A (STADIUM PROJECT) TO FINANCE THE 2024A PROJECT DESCRIBED THEREIN AND ASSOCIATED TRANSACTIONAL COSTS, AND NOT TO EXCEED \$214,500,000 IN AGGREGATE PRINCIPAL AMOUNT OF THE CITY OF ST. PETERSBURG, FLORIDA NON-AD VALOREM REVENUE BONDS, SERIES 2024B (STADIUM PROJECT), TO FINANCE THE 2024B PROJECT

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**REQUEST:**

The Administration requests approval of the Resolution supplementing Resolution 2024-296 for the Stadium Financing, Series 2024A and Series 2024B.

**OVERVIEW:**

As part of the financing plan for project costs relating to the New Stadium project (Project) is a request for approval of the Resolution supplementing Resolution No. 2024-296. The Resolution authorizes the issuance of bond award and that the Issuer (City):

1. Determined the Project shall both increase trade by attracting tourists and provide recreation for citizens and serves a public purpose.
2. Duly and validly adopted Resolution 2024-296 (and as amended from time to time), pursuant to which the Issuer has authorized multiple series of Bonds of the Issuer to be designated "City of St. Petersburg, Florida Non-Ad Valorem Revenue Bonds, Series 2024A (Stadium Project)" in an aggregate principal amount of not to exceed \$77,000,000 (the "2024A Bonds") and "City of St. Petersburg, Florida Non-Ad Valorem Revenue Bonds, Series 2024B (Stadium Project)" in an aggregate principal amount of not to exceed \$214,500,000 (the "2024B Bonds" and together with the 2024A Bonds, the "Bonds").
3. Determined that due to the sophisticated structure of the transaction, the size of the Bonds, and the Underwriters' ability to increase demand for the bonds through premarketing to potential buyers, has chosen to sell the Bonds through a negotiated sale to the selected underwriters identified below, and it is in the best interest of the public and the Issuer to delegate to the Mayor the authority to fix the final details of the Bonds, and accept the offer of the selected underwriters to purchase the Bonds at a negotiated sale pursuant to the terms

of the Purchase Contract, if certain conditions set forth in this Resolution are satisfied and to take certain other actions necessary for the issuance of the Bonds. The selected underwriting team includes lead managers BofA Securities, Inc. and Raymond James & Associates, Inc., and co-managers including Samuel Ramirez & Co., Inc, Rice Financial Products Company, Siebert Williams Shank & Co, LLC, and Truist Securities Inc.

4. The resolution also:

- a. Approves the form of the Purchase Contract in connection with the negotiated sale of the Bonds Authorizes the issuance and sale of the Bonds through negotiated sale in the aggregate principal amount not to exceed the amount provided herein pursuant to the terms and conditions of the Bond Resolution.
- b. Approves the distribution of the Preliminary Official Statement, and delegate authority to deem the Preliminary Official Statement “Final” (per Rule 15c2-12 of the Securities Exchange Act of 1943) and authorizes the execution of a final Official Statement. The original version submitted for the October 17, 2024, BFT meeting has been updated and a Redlined Version is also attached. The changes relate to minor edits and the disclosure relating to Hurricane Milton.
- c. Approves the form and authorizes the execution and delivery of a Disclosure Dissemination Agreement.
- d. Appoints U.S. Bank Trust Company, National Association, as Registrar and Paying Agent relating to the Bonds and approve the form of and authorize the execution and delivery of a Paying Agent and Registrar Agreement.
- e. Approves the form of and authorize the execution and delivery of an Amended and Restated Interlocal Agreement between the Issuer and the Intown Community Redevelopment Agency (see separate memorandum for the CRA Resolution and City Council will also convent as CRA to consider the Resolution).
- f. Approves the form of and authorize the execution and delivery of a Construction Funds Trust Agreement. The original version submitted for the October 17, 2024, BFT meeting has been updated and a Redlined Version is also attached relating to updates from the legal team as of 11/14/2024.
- g. Appoints U.S. Bank Trust Company, National Association, as Escrow Agent relating to the Bonds, and approve the form of and authorize the execution and delivery of an Escrow Agreement.
- h. Authorizes the Project, including the financing and/or reimbursement of project costs, and applied for Series 2024A and Series 2024B, respectively to (1) transactions costs (2) balance of proceeds of the bonds to their respective escrow



accounts pursuant to the Development and Funding Agreement for Series 2024A and 2024B until the Funding Release Date pursuant to the Development and Funding Agreement in which they shall be in the in the City Funds Subaccount “2024A” or “2024B” and available for eligible Project costs pursuant to the Construction Funds Trust Agreement.

- i. Grants authority for the execution of the resolution to officials as stated in the resolution.

The Development and Funding Agreement requires certain pre-conditions prior to the issuance of bonds. At this time, the City expects to have all pre-conditions satisfied on or before the issuance of the Preliminary Official Statement.

If the pre-conditions are not satisfied and the bonds are not issued, this Resolution approves certain costs that would be authorized to be paid by the City, including certain costs incurred such as printing and related costs for the Preliminary Official Statement, as well as marketing relating costs incurred by the Underwriting team. The estimated costs would not exceed \$100,000. Further, if StadCo/Rays has requested or was unable to complete the required pre-conditions to issuance, the Development Agreement provides for certain reimbursement of such costs from StadCo/Rays.

#### **COST/FUNDING/ASSESSMENT INFORMATION**

As with most bonds issues the ordinary and customary costs of issuance are charged to the bond transaction and we fully expect that to be the case with the Series 2024 A and B Bonds. With this negotiated bond sale there is a remote possibility that we incur out of pocket expenses should we not close on the bonds (See Section 7 of the Bond Purchase Agreement). Should we not close on the bonds we would have an out-of-pocket expense to reimburse the Underwriter for the expenses of marketing the bonds. Should we price the bond and not close we have sufficient FY25 appropriations in the Finance Department Budget.

Funds have been previously appropriated in the General Fund (0001), Finance Department, General Revenues Division (320-3201) for project and debt issuance related costs.

The source of repayment for the bonds are Non Ad-Valorem Revenues, including the City’s CRA Tax Increment Financing (TIF) revenues from the Intown Community Redevelopment Agency.

**RECOMMENDATION:**

The Administration recommends approval of the Resolution.

**ATTACHMENTS**

Resolution (Supplementing 2024-296 (2024A&B – Stadium Project):

- Bond Purchase Agreement
- Preliminary Official Statement for Series 2024 A&B
- Disclosure Dissemination Agreement
- Paying Agent and Registrar Agreement
- CRA memorandum, Resolution and Amended and Restated Interlocal Agreement between Issuer (City) and the Intown Community Redevelopment Agency (see separate CRA Submittal)
- Construction Funds Trust Agreement
- Escrow Agreement

RESOLUTION NO. 2024-\_\_\_\_\_

A RESOLUTION OF THE CITY OF ST. PETERSBURG, FLORIDA, SUPPLEMENTING RESOLUTION NO. 2024-296 OF THE CITY AND AUTHORIZING THE AWARD UPON THE SATISFACTION OF CERTAIN PARAMETERS DESCRIBED HEREIN OF ITS NOT TO EXCEED \$77,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF THE CITY OF ST. PETERSBURG, FLORIDA NON-AD VALOREM REVENUE BONDS, SERIES 2024A (STADIUM PROJECT) TO FINANCE THE 2024A PROJECT DESCRIBED THEREIN AND ASSOCIATED TRANSACTIONAL COSTS, AND NOT TO EXCEED \$214,500,000 IN AGGREGATE PRINCIPAL AMOUNT OF THE CITY OF ST. PETERSBURG, FLORIDA NON-AD VALOREM REVENUE BONDS, SERIES 2024B (STADIUM PROJECT), TO FINANCE THE 2024B PROJECT DESCRIBED THEREIN AND ASSOCIATED TRANSACTIONAL COSTS; MAKING CERTAIN COVENANTS AND AGREEMENTS FOR THE BENEFIT OF THE HOLDERS OF SUCH BONDS; AUTHORIZING CERTAIN OFFICIALS AND EMPLOYEES OF THE CITY TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE SALE, ISSUANCE AND DELIVERY OF SUCH BONDS; TAKING CERTAIN OTHER ACTIONS WITH RESPECT TO SUCH BONDS; AUTHORIZING AND APPROVING THE NEGOTIATED SALE OF SUCH BONDS TO THE UNDERWRITERS NAMED HEREIN SUBJECT TO THE TERMS AND CONDITIONS CONTAINED HEREIN; APPROVING THE FORM AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND EXECUTION AND DELIVERY OF A FINAL OFFICIAL STATEMENT; AUTHORIZING CERTAIN OFFICIALS TO DEEM FINAL THE PRELIMINARY OFFICIAL STATEMENT FOR PURPOSES OF SECURITIES AND EXCHANGE COMMISSION RULE 15C2-12; APPROVING THE FORM AND AUTHORIZING THE

EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT; APPOINTING THE CONSTRUCTION FUNDS TRUSTEE, PAYING AGENT AND REGISTRAR AND THE ESCROW AGENT; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DISCLOSURE DISSEMINATION AGENT AGREEMENT; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A PAYING AGENT AND REGISTRAR AGREEMENT; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE CITY AND COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ST. PETERSBURG, FLORIDA; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A CONSTRUCTION FUNDS TRUST AGREEMENT; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida (the "Issuer") has the power and authority under the Constitution and laws of the State of Florida, including the Act, to issue bonds, notes and other obligations, including those hereinafter described; and

WHEREAS, on July 18, 2024, the Issuer duly and validly adopted Resolution 2024-296 (as amended and supplemented from time to time, the "Bond Resolution") pursuant to which the Issuer has authorized the Bonds, in an aggregate principal amount of not to exceed \$77,000,000 for the 2024A Bonds and not to exceed \$214,500,000 for the 2024B Bonds; and

WHEREAS, the Issuer has determined that the Project shall both increase trade by attracting tourists and provide recreation for citizens of the Issuer, and it is necessary, desirable and in the best interests of the Issuer and its citizens and to serve a paramount public purpose that the Project be designed, acquired, constructed, and equipped; and

WHEREAS, due to the sophisticated structure of the transaction, the size of the Bonds, the willingness of the Underwriters to purchase the Bonds at interest rates favorable to the Issuer, and the importance of timely accessing the market for the sale of the Bonds to achieve favorable interest rates, the Issuer has determined to sell the Bonds through a negotiated sale to the Underwriters, and it is in the best interest of the public and the Issuer to delegate to the Mayor the authority to fix the final details of the Bonds, and accept the offer of the Underwriters to

purchase the Bonds at a negotiated sale pursuant to the terms of the Bond Purchase Agreement if certain conditions set forth in this Resolution are satisfied and to take certain other actions necessary for the issuance of the Bonds; and

WHEREAS, upon the satisfaction of certain conditions set forth herein, the Issuer desires to approve the form of and authorize the execution and delivery of the Bond Purchase Agreement in connection with the negotiated sale of the Bonds; and

WHEREAS, in connection with the offering and sale of the Bonds, the Issuer desires to approve the distribution of the Preliminary Official Statement, delegate the authority to deem the Preliminary Official Statement "final" for purposes of Rule 15c2-12 of the Securities Exchange Act of ~~1943~~1934, as amended (the "Rule"), and authorize the execution and delivery of a final Official Statement with respect to the Bonds (the "Official Statement"); and

WHEREAS, the Issuer desires to approve the form of and authorize the execution and delivery of a Disclosure Dissemination Agent Agreement; and

WHEREAS, the Issuer desires to appoint U.S. Bank Trust Company, National Association, as Registrar and Paying Agent relating to the Bonds; and

WHEREAS, the Issuer desires to approve the form of and authorize the execution and delivery of a Paying Agent and Registrar Agreement; and

WHEREAS, the Issuer desires to approve the form of and authorize the execution and delivery of an Amended and Restated Interlocal Agreement between the Issuer and the Community Redevelopment Agency of the City of St. Petersburg, Florida; and

WHEREAS, the Issuer desires to appoint U.S. Bank Trust Company, National Association, as Construction Funds Trustee relating to the Bonds; and

WHEREAS, the Issuer desires to approve the form of and authorize the execution and delivery of a Construction Funds Trust Agreement; and

WHEREAS, the Issuer desires to appoint U.S. Bank Trust Company, National Association, as Escrow Agent relating to the Bonds; and

WHEREAS, the Issuer desires to approve the form of and authorize the execution and delivery of an Escrow Agreement; and

WHEREAS, the Issuer finds it desirable to authorize the issuance and sale of the Bonds in the aggregate principal amount not to exceed the amount provided herein pursuant to the terms and conditions of the Bond Resolution.

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

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the Act.

SECTION 2. DEFINITIONS. All terms used herein in capitalized form, unless otherwise defined herein, shall have the same meanings as ascribed to them in the Bond Resolution. As used herein, unless the context otherwise requires:

“Amended and Restated Interlocal Agreement” shall mean the Amended and Restated Interlocal Agreement to be entered into by and between the Issuer and the Community Redevelopment Agency of the City of St. Petersburg, Florida.

"Bond Purchase Agreement" shall mean the Bond Purchase Agreement to be entered into by and between the Issuer and the Underwriters pursuant to Section 7 hereof.

“Construction Funds Trust Agreement” shall mean the Construction Funds Trust Agreement to be entered into by and between the Issuer, Pinellas County, Florida, the Clerk of the Circuit Court and Comptroller of Pinellas County, Florida, or his designee, if applicable, Rays Stadium Company, LLC, and the Construction Funds Trustee, pursuant to Section 12 hereof.

"Construction Funds Trustee" shall mean U.S. Bank Trust Company, National Association, and its successors and assigns as provided in the Construction Funds Trust Agreement.

"Continuing Disclosure Agreement" shall mean the Disclosure Dissemination Agent Agreement related to the Bonds to be entered into by and between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent.

"Escrow Agent" shall mean U.S. Bank Trust Company, National Association, and its successors and assigns as provided in the Escrow Agreement.

"Escrow Agreement " shall mean the Escrow Agreement to be entered into by and between the Issuer and the Escrow Agent appointed pursuant to Section 13 hereof.

"Financial Advisor" shall mean PFM Financial Advisors LLC.

"Underwriters" shall mean, collectively, BofA Securities, Inc., Raymond James & Associates, Inc., Samuel A. Ramirez & Co., Inc., Rice Financial Products Company, Siebert Williams Shank & Co, LLC, and Truist Securities Inc.

SECTION 3. FINDINGS RATIFIED. The findings and declarations of the Issuer contained in the Bond Resolution are hereby expressly approved, reaffirmed and ratified.

SECTION 4. AUTHORIZATION OF THE PROJECT; APPLICATION OF PROCEEDS.

A. The financing and/or reimbursing of the costs of the Project are hereby authorized.

B. The proceeds derived from the sale of the 2024A Bonds, including net premium, if any, together with other legally available funds, if any, shall, simultaneously with the delivery of the 2024A Bonds to the purchaser or purchasers thereof, be applied by the Issuer as follows:

(1) The Issuer shall pay transaction costs allocable to the 2024A Bonds.

(2) The balance of the proceeds of the 2024A Bonds shall be deposited in the 2024A Escrow Account (as such term is defined in and established pursuant to the Escrow Agreement) until the Funding Release Date (as such term is defined in the Construction Funds Trust Agreement), at which time all amounts on deposit in the 2024A Escrow Account shall be transferred to the 2024A Subaccount in the Project Fund to be used to pay costs of the 2024A Project. For clarity, the Project Fund is referred to as the “City Funds Account” in the Development and Funding Agreement dated as of July 31, 2024 by and between the Issuer, Pinellas County, Florida and Rays Stadium Company, LLC (the “Development and Funding Agreement”). The 2024A Subaccount in the Project Fund will be held by the Construction Funds Trustee pursuant to the Construction Funds Trust Agreement, and funds in such Subaccount shall be administered as set forth therein.

C. The proceeds derived from the sale of the 2024B Bonds, including net premium, if any, together with other legally available funds, if any, shall, simultaneously with the delivery of the 2024B Bonds to the purchaser or purchasers thereof, be applied by the Issuer as follows:

(1) The Issuer shall pay transaction costs allocable to the 2024B Bonds.

(2) The balance of the proceeds of the 2024B Bonds shall be deposited in the 2024B Escrow Account (as such term is defined in and established pursuant to the Escrow Agreement) until the Funding Release Date, at which time all amounts on deposit in the 2024B Escrow Account shall be transferred to the 2024B Subaccount in the Project Fund to be used to pay costs of the 2024B Project. For clarity, the Project Fund is referred to as the “City Funds Account” in the Development and Funding Agreement. The 2024B Subaccount in the Project Fund will be held by the Construction Funds Trustee pursuant to the Construction Funds Trust Agreement, and funds in such Subaccount shall be administered as set forth therein.

**SECTION 5. THE RESOLUTION TO CONSTITUTE CONTRACT; COVENANTS IN BOND RESOLUTION APPLICABLE.** In consideration of the acceptance of the Bonds authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Issuer and the Holders of the Bonds. The covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the Holders of any and all of the Bonds, all of which shall be of equal rank and without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided therein. The covenants and agreements set forth herein and in the Bond Resolution to be performed by the Issuer shall be for the equal and proportionate benefit, protection and security of the Holders of the Bonds issued pursuant to the Bond Resolution, as supplemented by this Resolution, without preference, priority or distinction over any other.

SECTION 6. SALE OF THE BONDS. Due to the sophisticated structure of the transaction, the size of the Bonds, the willingness of the Underwriters to purchase the Bonds at market interest costs favorable to the Issuer, and the importance of timely accessing the market for the sale of the Bonds to achieve favorable interest rates, it is hereby determined that it is in the best interest of the public and the Issuer to sell the Bonds at a negotiated sale (rather than through a competitive bid) and such sale to the Underwriters (pursuant to the terms and conditions contained in the Bond Resolution, this Resolution and in the Bond Purchase Agreement) is hereby authorized and approved.

SECTION 7. APPROVAL OF FORM OF BOND PURCHASE AGREEMENT. The Bonds may be sold in a negotiated sale to the Underwriters upon the terms and conditions set forth in the Bond Resolution, this Resolution and in the Bond Purchase Agreement, the substantially final form of which is attached hereto as Exhibit A. The substantially final form of the Bond Purchase Agreement is hereby approved by the Issuer (such approval indicating the recognition of the Issuer that the conditions precedent in the Bond Purchase Agreement, the Bond Resolution and this Resolution have been met or will be met prior to the delivery of the Bonds). Upon satisfaction of the conditions contained in this Resolution and the Bond Resolution, the Bond Purchase Agreement shall be executed in the name of the Issuer by the Mayor and attested by the City Clerk, the official seal of the Issuer to be imprinted thereon, and shall be approved as to form and correctness by the City Attorney, with such additional non-substantive changes and insertions therein as are subsequently approved by the City Attorney, and such execution and delivery shall be conclusive evidence of the approval thereof by such officers; provided, however, that the Mayor shall not have the authority to execute and deliver the Bond Purchase Agreement unless the Mayor shall have received from the Underwriters (i) all applicable disclosure information required by Section 218.385, Florida Statutes, and (ii) such other information as the Mayor shall deem necessary, upon the advice of the Issuer's Financial Advisor, which demonstrates that (A) the aggregate principal amount of the 2024A Bonds is not in excess of \$77,000,000, (B) the aggregate principal amount of the 2024B Bonds is not in excess of \$214,500,000 (C) the final maturity of the Bonds is not later than December 31, 2055, (D) the composite underwriting discount (including management fee and all expenses) is no greater than \$3.50 per bond with respect to the Bonds, and (E) the composite true interest cost rate on the Bonds is not greater than 5.50%. The Bond Purchase Agreement will set forth respective dated dates, Serial Bonds, Term Bonds, Interest Dates, principal payment dates, redemption provisions, principal amount, Amortization Installments, interest rates, prices and yields, as applicable, with respect to the 2024A Bonds and the 2024B Bonds. Interest on the Bonds shall be calculated based upon a 360-day year consisting of 12, 30-day months.

SECTION 8. APPROVAL OF PRELIMINARY OFFICIAL STATEMENT. The Issuer hereby approves the substantially final form of the Preliminary Official Statement for the Bonds which is attached hereto as Exhibit B (the "Preliminary Official Statement"). The Mayor and the Chief Financial Officer are hereby authorized to execute on behalf of the Issuer, the final Official Statement relating to the Bonds with such changes, insertions, omissions and filling of blanks in the Preliminary Official Statement as may be approved by the Mayor and the Chief Financial Officer, execution thereof to be conclusive evidence of such approval. Such Preliminary Official Statement and final Official Statement are hereby authorized to be used and distributed in connection with the marketing and sale of the Bonds. The City Administrator is authorized to deem final the Preliminary Official Statement for purposes of the Rule. The City Administrator is



authorized to deliver a certificate to the Underwriters of the Bonds indicating compliance with such Rule.

SECTION 9. CONTINUING DISCLOSURE. The Issuer hereby covenants and agrees that, in order to assist the Underwriters in complying with the continuing disclosure requirements of the Rule with respect to the Bonds, it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement, ~~prior to the time the Issuer delivers the Bonds to the Underwriters,~~ as may be amended from time to time in accordance with the terms thereof. The substantially final form of the Continuing Disclosure Agreement attached hereto as Exhibit C is hereby approved. Notwithstanding any other provision of the Bond Resolution, failure of the Issuer to comply with such Continuing Disclosure Agreement shall not be considered an event of default under the Bond Resolution. However, the Continuing Disclosure Agreement shall be enforceable by the Holders of the Bonds in the event that the Issuer fails to cure a breach thereunder within a reasonable time after written notice from a Holder of the Bonds to the Issuer that a breach exists. Any rights of the Holders of the Bonds to enforce the provisions of this covenant shall be on behalf of all Holders of the Bonds and shall be limited to a right to obtain specific performance of the Issuer's obligations thereunder.

The Continuing Disclosure Agreement shall be executed in the name of the Issuer by the Mayor and attested by the City Clerk, the official seal of the Issuer to be imprinted thereon, and shall be approved as to form and correctness by the City Attorney, with such additional non-substantive changes and insertions therein as are subsequently approved by the City Attorney, and such execution and delivery shall be conclusive evidence of the approval thereof by such officers.

SECTION 10. APPOINTMENT OF PAYING AGENT AND REGISTRAR; APPROVAL OF PAYING AGENT AND REGISTRAR AGREEMENT. U.S. Bank Trust Company, National Association is hereby appointed Paying Agent and Registrar with respect to the Bonds. The Paying Agent and Registrar Agreement, in the substantially final form attached hereto as Exhibit D, is hereby approved and shall be executed in the name of the Issuer by the Mayor and attested by the City Clerk, the official seal of the Issuer to be imprinted thereon, and shall be approved as to form and correctness by the City Attorney, with such additional non-substantive changes and insertions therein as are subsequently approved by the City Attorney, and such execution and delivery shall be conclusive evidence of the approval thereof by such officers.

SECTION 11. APPROVAL OF AMENDED AND RESTATED INTERLOCAL AGREEMENT. The Amended and Restated Interlocal Agreement in the substantially final form set forth in Exhibit E attached hereto, is hereby approved. The Amended and Restated Interlocal Agreement shall be executed in the name of the Issuer by the Mayor and attested by the City Clerk, the official seal of the Issuer to be imprinted thereon, and shall be approved as to form and correctness by the City Attorney, with such additional non-substantive changes and insertions therein as are subsequently approved by the City Attorney, and such execution and delivery shall be conclusive evidence of the approval thereof by such officers.

SECTION 12. APPROVAL OF CONSTRUCTION FUNDS TRUST AGREEMENT. The Construction Funds Trust Agreement, in the substantially final form attached hereto as Exhibit F, is hereby approved. The Construction Funds Trust Agreement shall be executed in the name of the Issuer by the Mayor and attested by the City Clerk, the official seal of

the Issuer to be imprinted thereon, and shall be approved as to form and correctness by the City Attorney, with such additional non-substantive changes and insertions therein as are subsequently approved by the City Attorney, and such execution and delivery shall be conclusive evidence of the approval thereof by such officers.

SECTION 13. APPOINTMENT OF ESCROW AGENT; APPROVAL OF ESCROW AGREEMENT. U.S. Bank Trust Company, National Association is hereby appointed Escrow Agent with respect to the Bonds. The Issuer hereby approves the Escrow Agreement as set forth in the substantially final form attached hereto as Exhibit G. The Escrow Agreement shall be executed in the name of the Issuer by the Mayor and attested by the City Clerk, the official seal of the Issuer to be imprinted thereon, and shall be approved as to form and correctness by the City Attorney, with such additional non-substantive changes and insertions therein as are subsequently approved by the City Attorney, and such execution and delivery shall be conclusive evidence of the approval thereof by such officers.

SECTION 14. MEMBERS OF THE CITY COUNCIL NOT LIABLE. No covenant, stipulation, obligation or agreement contained in this Resolution shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future elected or appointed official, agent or employee of the Issuer in his or her individual capacity, and neither the members of the City Council nor any person executing the Bonds shall be liable personally on the Bonds or this Resolution or shall be subject to any personal liability or accountability by reason of the issuance or the execution of the Bonds or this Resolution.

SECTION 15. NO THIRD-PARTY BENEFICIARIES. Nothing in this Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any Person or entity, other than the Issuer, the Paying Agent, and the Holders of the Bonds, any right, remedy or claim under or by reason of this Resolution or any covenant, condition or stipulation thereof, and all covenants, stipulations, promises and agreements in this Resolution contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Paying Agent, and the Holders of the Bonds.

SECTION 16. GENERAL AUTHORITY. The members of the City Council, the Mayor, the City Administrator, the Chief Financial Officer, the Debt Financing Director, the City Attorney, the City Clerk, and the Issuer's officers, attorneys and other agents and employees are hereby authorized to perform all acts and things required of them by this Resolution or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Bonds and this Resolution, and they are hereby authorized to execute and deliver all documents which shall be required by Bond Counsel or the purchasers of the Bonds to effectuate the sale of the Bonds to said purchasers. All action taken to date by the members of the City Council, the Mayor, the City Administrator, the Chief Financial Officer, the Debt Financing Director, the City Attorney, the City Clerk, and the Issuer's officers, attorneys and other agents and employees in furtherance of the issuance of the Bonds is hereby approved, confirmed and ratified.

SECTION 17. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against

public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed severable from the remaining covenants, agreements or provisions of this Resolution and shall in no way affect the validity of any of the other provisions hereof or of the Bonds.

SECTION 18. SUPERSEDING OF INCONSISTENT RESOLUTIONS. This Resolution supersedes all prior action of City Council inconsistent herewith. All resolutions or parts thereof in conflict herewith are hereby superseded to the extent of such conflict.

SECTION 19. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

LEGAL:

*Macall Dye*

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DEPARTMENT:

*Anne A. Fritz*

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**EXHIBIT A**  
**FORM OF BOND PURCHASE AGREEMENT**

## BOND PURCHASE AGREEMENT

relating to

**§[PAR A]  
CITY OF ST. PETERSBURG, FLORIDA  
NON-AD VALOREM REVENUE BONDS,  
SERIES 2024A (STADIUM PROJECT)**

**§[PAR B]  
CITY OF ST. PETERSBURG, FLORIDA  
NON-AD VALOREM REVENUE BONDS,  
SERIES 2024B (STADIUM PROJECT)**

[DATE]

Mayor and City Council  
City of St. Petersburg, Florida  
175 5th Street N.  
St. Petersburg, Florida 33602

Ladies and Gentlemen:

BofA Securities, Inc. (the "Senior Manager"), acting on behalf of itself, Raymond James & Associates, Inc., Samuel A. Ramirez & Co., Inc., Rice Financial Products Company, Siebert Williams Shank & Co., LLC and Truist Securities, Inc. (collectively, with the Senior Manager, the "Underwriters"), offer to enter into this Bond Purchase Agreement (this "Purchase Agreement") with the City of St. Petersburg, Florida (the "City"), for the sale by the City and the purchase by the Underwriters of the City's §[PAR A] aggregate principal amount of the City of St. Petersburg, Florida Non-Ad Valorem Revenue Bonds, Series 2024A (Stadium Project) (the "Series 2024A Bonds") and the §[PAR B] aggregate principal amount of the City of St. Petersburg, Florida Non-Ad Valorem Revenue Bonds, Series 2024B (Stadium Project) (the "Series 2024B Bonds," and together with the Series 2024A Bonds, the "Series 2024 Bonds"). This offer is made subject to acceptance by the City prior to 11:59 p.m. (Eastern Time) on the date hereof. Upon such acceptance, this Purchase Agreement will be in full force and effect in accordance with its terms and will be binding on the City and the Underwriters. If this offer is not so accepted, it is subject to withdrawal by the Underwriters upon written notice delivered to the City at any time prior to such acceptance. In conformance with Section 218.385, Florida Statutes, as amended, the Underwriters hereby deliver the Disclosure Letter and Truth-in-Bonding Statement attached hereto as Exhibit A. The Senior Manager agrees to provide the City with an affidavit on the date hereof in the form attached hereto as Exhibit D signed by an officer or a representative of the Senior Manager. Capitalized terms used in this Purchase Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Bond Resolution (hereinafter defined).

The Senior Manager represents that it is authorized on behalf of itself and the other Underwriters to enter into this Purchase Agreement and to take any other actions that may be required on behalf of the Underwriters.

## SECTION 1.

(a) Upon the terms and conditions and upon the basis of the representations and warranties herein set forth, the Underwriters hereby agree to purchase from the City, and the City hereby agrees to sell to the Underwriters all (but not less than all) of the Series 2024 Bonds for an aggregate purchase price equal to \$[PAR A] aggregate principal amount of the Series 2024A Bonds and the \$[PAR B] aggregate principal amount of the Series 2024B Bonds. The purchase price for the Series 2024A Bonds shall be \$ \_\_\_\_\_ (representing the par amount of the Series 2024A Bonds of \$ \_\_\_\_\_ .00 [plus/less] an [net] original issue [premium/discount] of \$ \_\_\_\_\_ and less an Underwriters' discount of \$ \_\_\_\_\_ ). The purchase price for the Series 2024B Bonds shall be \$ \_\_\_\_\_ (representing the par amount of the Series 2024B Bonds of \$ \_\_\_\_\_ .00 [plus/less] an [net] original issue [premium/discount] of \$ \_\_\_\_\_ and less an Underwriters' discount of \$ \_\_\_\_\_ ). The purchase price for the Series 2024 Bonds shall be payable to the City in immediately available funds, net of the Good Faith Deposit paid pursuant to Section 1(b) hereof.

(b) In connection with the execution of this Purchase Agreement, the Senior Manager, on behalf of the Underwriters, has delivered to the City a good faith deposit in the amount of \$ \_\_\_\_\_ (representing 1.00% of the preliminary aggregate par amount of the Series 2024 Bonds set forth on the cover page of the Preliminary Official Statement) by wire transfer (the "Good Faith Deposit"). The Good Faith Deposit will be deposited by the City and any investment earnings on the Good Faith Deposit through the Date of Closing (hereinafter defined) may be retained by the City. In the event that the City does not accept this offer, such Good Faith Deposit shall be immediately returned to the Senior Manager. If the offer made hereby is accepted, the City agrees to hold this Good Faith Deposit until the Closing as security for the performance by the Underwriters of their obligation to accept and pay for the Series 2024 Bonds at the Closing, and, in the event of their compliance with such obligation, such Good Faith Deposit shall be credited against the purchase price for the Series 2024 Bonds set out in Section 1 hereof. In the event of the City's failure to deliver the Series 2024 Bonds at the Closing, or if the City shall be unable to satisfy the conditions of the Closing contained herein, or if the obligations of the Underwriters shall be terminated for any reason permitted by this Purchase Agreement, such Good Faith Deposit shall be immediately returned to the Senior Manager, and such return shall constitute a full release and discharge of all claims by the Underwriters arising out of the transactions contemplated hereby. In the event that the Underwriters fail (other than for a reason permitted hereunder) to accept and pay for the Series 2024 Bonds at the Closing, such Good Faith Deposit shall be retained by the City as and for full liquidated damages for such failure and for any defaults hereunder on the part of the Underwriters, and such retention shall constitute a full release and discharge of all claims by the City against the Underwriters arising out of the transactions contemplated hereby.

(c) The Series 2024 Bonds will be issued pursuant to the Constitution and laws of the State of Florida particularly Chapter 166, Part II, Florida Statutes, Chapter 163, Florida Statutes, the municipal charter of the City, and other applicable provisions of law (collectively, the "Act"), and pursuant and subject to the terms and conditions of Resolution No. 2024-296 adopted by the City Council of the City (the "City Council") on July 18, 2024, as supplemented by Resolution No. 2024-\_\_\_ adopted by the City Council on [October 17, 2024], as amended and supplemented from time to time, (collectively, the "Bond Resolution"). The Series 2024 Bonds will be secured by the Pledged Funds in the manner and to the extent provided in the Bond Resolution. The Series 2024 Bonds shall mature and have such other terms and provisions as are described on Exhibit B hereto. Proceeds of the Series 2024 Bonds will provide funds to (i) finance and/or reimburse the costs of the Project (as more particularly described in the Official Statement) and (ii) pay certain costs of issuance of the Series 2024 Bonds. It shall be a condition to the obligation of the City to sell and deliver the Series 2024 Bonds to the Underwriters, and to the obligation of the Underwriters to purchase and accept delivery of the Series 2024 Bonds, that the entire aggregate principal amount of the Series 2024 Bonds shall be sold and delivered by the City and accepted and paid for by the Underwriters at the Closing.

(d) The Underwriters agree to make an initial public offering of the Series 2024 Bonds at a price or prices described in Exhibit B hereto; provided, however, the Underwriters reserve the right to change such initial public offering prices as the Underwriters deem necessary or desirable, in their sole discretion, in connection with the marketing of the Series 2024 Bonds (but in all cases subject to the requirements of this Section 1(d)), and may offer and sell the Series 2024 Bonds to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by one or more of the Underwriters at prices lower than the public offering prices or yields greater than the yields set forth therein (but in all cases subject to the requirements of this Section 1(d)).

(i) The Senior Manager, on behalf of the Underwriters, agrees to assist the City in establishing the issue price of the Series 2024 Bonds and shall execute and deliver to the City at the Closing an "issue price certificate" or similar certificate, together with reasonable supporting documentation for such certification, such as the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit C, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Senior Manager, the City and Bond Counsel, to accurately reflect, as applicable, the initial offering price or prices to the public and the actual sales price or prices of the Series 2024 Bonds.

(ii) The City will treat the first price at which 10% of each maturity of the Series 2024 Bonds (the "10% Test") is sold to the public as the issue price of that maturity. If, as of the date hereof, the 10% Test has not been satisfied as to any

maturity of the Series 2024 Bonds for which the City has elected to utilize the 10% Test, the Senior Manager agrees to promptly report to the City the prices at which Series 2024 Bonds of that maturity or maturities have been sold by the Underwriters to the public. That reporting obligation shall continue until the earlier of the date upon which the 10% Test has been satisfied as to the Series 2024 Bonds of that maturity or maturities or the Date of Closing.

(iii) The Senior Manager confirms that the Underwriters have offered the Series 2024 Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule A to Exhibit C attached hereto, except as otherwise set forth therein. Schedule A to Exhibit C also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Series 2024 Bonds for which the 10% Test has not been satisfied and for which the City and Senior Manager, on behalf of the Underwriters, agrees that the restrictions set forth in the next sentence shall apply (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2024 Bonds, the Underwriters will neither offer nor sell unsold Series 2024 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(A) the close of the fifth (5th) business day after the sale date; or

(B) the date on which the Underwriters have sold at least 10% of that maturity of the Series 2024 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Senior Manager shall promptly advise the City when it has sold 10% of that maturity of the Series 2024 Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(e) The Senior Manager confirms that:

(i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the Senior Manager is a party) relating to the initial sale of the Series 2024 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable:

(A) (1) to report the prices at which it sells to the public the unsold Series 2024 Bonds of each maturity allocated to it until it is notified by the Senior



Manager that either the 10% Test has been satisfied as to the Series 2024 Bonds of that maturity or all Series 2024 Bonds of that maturity have been sold to the public and (2) to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Senior Manager and as set forth in the related pricing wires,

(B) to promptly notify the Senior Manager of any sales of Series 2024 Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2024 Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the Senior Manager shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

(ii) any agreement among underwriters relating to the initial sale of the Series 2024 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Series 2024 Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2024 Bonds of each maturity allocated to it until it is notified by the senior managing underwriter or other underwriter that either the 10% Test has been satisfied as to the Series 2024 Bonds of that maturity or all Series 2024 Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Senior Manager or the underwriter and as set forth in the related pricing wires.

The City acknowledges that, in making the representations set forth in this section, the Senior Manager will rely on (A) the agreement of each underwriter to comply with the requirements for establishing issue price of the Series 2024 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024 Bonds, as set forth in an agreement among underwriters and the related pricing wires, (B) in the event a selling group has been created in connection with the initial sale of the Series 2024 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2024 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024 Bonds, as set forth in a selling group agreement and the related pricing wires, and (C) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Series 2024 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2024 Bonds,

including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Series 2024 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024 Bonds, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2024 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024 Bonds.

(iii) The underwriters acknowledge that sales of any Series 2024 Bonds to any person that is a related party to the underwriters shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(A) "public" means any person other than an underwriter or a related party;

(B) "underwriter" means (1) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2024 Bonds to the public and (2) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1) to participate in the initial sale of the Series 2024 Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2024 Bonds to the public);

(C) a purchaser of any of the Series 2024 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (1) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (2) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (3) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(D) "sale date" means the date of execution of this Purchase Agreement by all parties.

(f) The Official Statement shall be provided for distribution electronically over the internet (in a word-searchable pdf format) and in printed paper form, at the expense of the City, in such quantity as may be reasonably requested by the Underwriters no later than the earlier of (i) seven (7) business days after the date hereof, or (ii) two (2) business day prior to the Date of Closing, in order to permit the Underwriters to comply with Rule 15c2-12 (the "Rule") of the Securities and Exchange Commission ("SEC"), and the applicable rules of the Municipal Securities Rulemaking Board ("MSRB"), with respect to distribution of the Official Statement.

The Senior Manager agrees to file the Official Statement with the Electronic Municipal Market Access system ("EMMA") (accompanied by a completed Form G-32) by the Date of Closing. The filing of the Official Statement with EMMA shall be in accordance with the terms and conditions applicable to EMMA.

(g) From the date hereof until the earlier of (i) ninety days from the "end of the underwriting period" (as defined in the Rule), or (ii) the time when the Official Statement is available to any person from the MSRB (but in no case less than twenty-five (25) days following the end of the underwriting period), if any event occurs or a condition or circumstance exists which may make it necessary to amend or supplement the Official Statement in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the party discovering such event, condition or occurrence shall notify the other party and if, in the reasonable opinion of the City or the reasonable opinion of the Senior Manager, such event requires the preparation and publication of an amendment or supplement to the Official Statement, the City, at its expense, will promptly prepare an appropriate amendment or supplement thereto, in a form and in a manner reasonably approved by the Senior Manager (and file, or cause to be filed, the same with the MSRB, and mail such amendment or supplement to each Holder of the Series 2024 Bonds) so that the statements in the Official Statement, as so amended or supplemented, will not, in light of the circumstances under which they were made, be misleading. Each party will promptly notify the other parties of the occurrence of any event of which it has knowledge or the discovery of such conditions or circumstance, which, in its reasonable opinion, is an event described in the preceding sentence. Notwithstanding the foregoing, if prior to the Closing either the City or the Underwriters hereto does not in good faith approve the form and manner of such supplement or amendment, the other may terminate this Purchase Agreement. The parties agree to cooperate in good faith with regard to the form and manner of the supplement or amendment to the Official Statement. Unless the City is otherwise notified by the Underwriters in writing on or prior to

the Date of Closing, the end of the underwriting period for the Series 2024 Bonds for all purposes of the Rule and this Purchase Agreement is the Date of Closing. In the event the written notice described in the preceding sentence is given by the Underwriters to the City, such written notice shall specify the date after which no participating underwriter, as such term is defined in the Rule, remains obligated to deliver Official Statements pursuant to paragraph (b)(4) of the Rule.

(h) The City hereby ratifies, approves and authorizes the delivery and distribution of the Preliminary Official Statement dated \_\_\_\_\_, 2024 (the "Preliminary Official Statement") and the execution, delivery and distribution of the Official Statement in substantially the form of the Preliminary Official Statement, together with such other changes, amendments or supplements as shall be made and approved in writing by the Senior Manager and the City prior to the Closing in connection with the public offering and sale of the Series 2024 Bonds.

## **SECTION 2.**

The City represents and warrants to and agrees with the Underwriters as follows:

(a) The Bond Resolution was adopted by the City Council at meetings duly called and held in open session upon requisite prior public notice pursuant to the laws of the State of Florida and the standing resolutions and rules of procedure of the City Council. The City has full right, power and authority to adopt the Bond Resolution. On the date hereof, the Bond Resolution is, and, at the Closing shall be, in full force and effect, and no portions thereof have been or shall have been supplemented, repealed, rescinded or revoked. The Bond Resolution constitutes the legal, valid and binding obligations of the City, enforceable in accordance with its terms. The Bond Resolution creates, for the benefit of the Holders from time to time of the Series 2024 Bonds, a legally valid lien on the Pledged Funds, subject to the provisions of the Bond Resolution permitting the application thereof for the purposes and on the terms and conditions set forth therein and a legally valid covenant of the City to budget and appropriate sufficient amounts of Non-Ad Valorem Revenues to pay debt service on the Series 2024 Bonds (the "Covenant to Budget and Appropriate"), for the payment of principal and interest on the Series 2024 Bonds.

(b) As of their respective dates and, with respect to the Official Statement, on the Date of Closing, the statements and information contained in the Preliminary Official Statement and the Official Statement are and will be accurate in all material respects for the purposes for which their use is authorized, and do not and will not (as of their respective dates and, with respect to the Official Statement, on the Date of Closing) contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the

circumstances under which they were made, not misleading. In addition, any amendments to the Preliminary Official Statement and the Official Statement prepared and furnished by the City pursuant hereto will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Series 2024 Bonds, the Bond Resolution, the Construction Funds Trust Agreement, the Escrow Agreement, the Amended and Restated Interlocal Agreement and the Continuing Disclosure Agreement conform to the descriptions thereof set forth in the Official Statement. The Series 2024 Bonds, the Continuing Disclosure Agreement, the Construction Funds Trust Agreement, the Escrow Agreement, the Amended and Restated Interlocal Agreement and this Purchase Agreement are hereinafter referred to as the "Bond Documents."

(c) The City is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State of Florida or the United States, or any agency or department of either, or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or to which the City or any of its properties or other assets is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument, in any such case to the extent that the same would have a material and adverse effect upon the business or properties or financial condition of the City or the Project; and the execution and delivery of the Bond Documents and the adoption of the Bond Resolution, and compliance with the provisions on the City's part contained in each, will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or to which the City or any of its properties or other assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or the assets of the City under the terms of any such law, regulation or instrument, except as provided or permitted by the Series 2024 Bonds and the Bond Resolution.

(d) As of its date, the Preliminary Official Statement was deemed "final" (except for permitted omissions) by the City for purposes of paragraph (b)(1) of the Rule.

(e) On the date hereof, the City Council is the governing body of the City and the City is, and will be on the Date of Closing, duly organized and validly existing as a municipality under the Act, with the power and authority set forth therein.

(f) The City has full right, power and authority to issue, sell and deliver the Series 2024 Bonds to the Underwriters as described herein; to provide funds to finance the Project; to enter into the Bond Documents; to issue and deliver the Series 2024 Bonds as provided in this Purchase Agreement and the Bond Resolution, to apply the proceeds of the sale of the Series 2024 Bonds for the purposes described herein and in the Official Statement, to execute and deliver the Bond Documents, and to carry out and consummate the transactions contemplated by the aforesaid documents.

(g) At meetings of the City Council that were duly called and at which a quorum was present and acting throughout, the City Council approved the execution and delivery of the Series 2024 Bonds and the Bond Documents; authorized the execution and delivery of the Official Statement; and authorized the use of the Preliminary Official Statement and the Official Statement in connection with the public offering of the Series 2024 Bonds. The City represents that it will have no bonds or other indebtedness outstanding that are secured by the Pledged Funds, other than as described in the Official Statement. All conditions and requirements of the Bond Resolution relating to the issuance of the Series 2024 Bonds have been complied with or fulfilled, or will be complied with or fulfilled on the Date of Closing.

(h) Since September 30, 2023, there has been no material adverse change in the financial position, results of operations or condition, financial or otherwise, of the City other than as disclosed in the Official Statement and the City has not incurred liabilities that would materially adversely affect its ability to discharge its obligations under the Bond Resolution or the Bond Documents, direct or contingent, other than as disclosed in the Official Statement.

(i) No authorization, approval, consent or license of any governmental body or authority, not already obtained, is required for the valid and lawful execution and delivery by the City of the Series 2024 Bonds, the Bond Documents, the Official Statement, the adoption of the Bond Resolution, and the performance of its obligations thereunder or as contemplated thereby; provided, however, that no representation is made concerning compliance with the registration requirements of the federal securities laws or the securities or blue sky laws of the various states.

(j) The City is not and has not been in default on any bond issued since December 31, 1975 that would be considered material by a reasonable investor in the Series 2024 Bonds. The City has not undertaken an independent review or investigation of securities for which it has served as conduit issuer. The City does not believe that any information about any default on such securities is appropriate and would be considered material by a reasonable investor in the Series 2024 Bonds because the City is not obligated to pay the debt service on any such securities except from payments made to it by the private companies on whose behalf such

securities were issued and no funds of the City have been pledged or used to pay such securities or the interest thereon.

(k) Except as disclosed in the Official Statement, there is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, or public board or body, pending or, to the best of its knowledge, threatened: (i) contesting the corporate existence or powers of the City Council, or the titles of the officers of the City Council to their respective offices; (ii) seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2024 Bonds or the collection or application of any Non-Ad Valorem Revenues or the Pledged Funds or the City's Covenant to Budget and Appropriate, or in which an unfavorable decision, ruling or finding would materially adversely affect the financial position of the City or the validity or enforceability of the Series 2024 Bonds, the Bond Resolution or the Bond Documents; (iii) contesting in any way the completeness or accuracy of the Official Statement; (iv) adversely affecting the exclusion of interest on the Series 2024 Bonds from gross income for federal income tax purposes; or (v) challenging the Project, nor, to the best knowledge of the City after due inquiry, is there any basis therefor.

(l) When duly executed and delivered, the Series 2024 Bonds and the Bond Documents will have been duly authorized, executed, issued and delivered and will constitute valid and binding obligations of the City, enforceable in accordance with their respective terms, except insofar as the enforcement thereof may be limited by bankruptcy, insolvency or similar laws relating to the enforcement of creditors' rights.

(m) The City will furnish such information, execute such instruments and take such other action in cooperation with the Senior Manager as the Senior Manager may reasonably request to: (i) qualify the Series 2024 Bonds for offer and sale under the "blue sky" or other securities laws and regulations of such states and other jurisdictions of the United States of America as the Senior Manager may designate; (ii) determine the eligibility of the Series 2024 Bonds for investment under the laws of such states and other jurisdictions; and (iii) continue such qualifications in effect so long as required for the distribution of the Series 2024 Bonds; provided that the City will not be required to qualify to do business or submit to service of process in any such jurisdiction.

(n) The City has not been notified of any listing or the proposed listing of the City by the Internal Revenue Service as an issuer whose arbitrage certifications may not be relied upon.

(o) Any certificate signed by any official of the City and delivered to the Underwriters will be deemed to be a representation by the City to the Underwriters as to the statements made therein.

(p) The City will undertake, pursuant to the Continuing Disclosure Agreement by and between the City and Digital Assurance Certification, LLC, to provide or cause to be provided to the MSRB certain annual financial information and operating data of the Project, and certain notices of material events, as more fully set forth in the Continuing Disclosure Agreement. A description of the undertaking will be set forth in the Official Statement.

(q) The Financial Statements included in the Official Statement have been prepared in accordance with generally accepted accounting principles applied on a consistent basis with that of the audited combined financial statements of the City and fairly present the financial condition and results of the operations of the City at the dates and for the periods indicated.

(r) Except as disclosed in the Official Statement, within the last five (5) years, the City has not failed to comply in all material respects with any continuing disclosure undertaking made by it pursuant to the Rule in connection with outstanding bond issues for which the City has agreed to undertake continuing disclosure obligations.

(s) On the Date of Closing, the City will be in compliance in all respects with the covenants and agreements contained in the Bond Resolution and no Event of Default, nor an event which, with the lapse of time or giving of notice, or both, would constitute an Event of Default under the Bond Resolution will have occurred or be continuing.

(t) The City will not take or omit to take any action which action or omission will in any way cause the proceeds from the sale of the Series 2024 Bonds to be applied in a manner contrary to that provided for or permitted in the Bond Resolution and as described in the Official Statement.

(u) To the best knowledge of the City, no representation or warranty by the City in this Purchase Agreement, nor any statement, certificate, document or exhibit furnished to or to be furnished by the City pursuant to this Purchase Agreement contains, or will contain on the Date of Closing, any untrue statement of material fact.

(v) No consent is required to be obtained from the auditors in connection with the City's inclusion of the audited financial statements attached as Appendix B to the Official Statement.

(w) Between the date of this Purchase Agreement and the Date of Closing, the City will not, without the prior written consent of the Senior Manager, offer or issue any bonds, notes or other obligations for borrowed money, except for the City's Non-Ad Valorem Revenue Bonds, Series 2024C (HGPD Infrastructure Project),



and the City will not incur any material liabilities, direct or contingent, nor will there be any adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the City, other than (i) as contemplated by the Official Statement, or (ii) in the ordinary course of business.

### **SECTION 3.**

On or before the acceptance by the City of this Purchase Agreement, the Underwriters shall receive from the City a certified copy of the Bond Resolution.

### **SECTION 4.**

At 10:00 a.m. (Eastern Time) on \_\_\_\_\_, 2024, or at such earlier or later time or date as the parties hereto mutually agree upon (the "Date of Closing"), the City will cause to be delivered to the Underwriters, at the offices of the City or at such other place upon which the parties hereto may agree, the documents mentioned in Section 5(f) of this Purchase Agreement and shall release the Series 2024 Bonds, in the form of one typewritten, fully registered bond with a CUSIP identification number thereon for each maturity of the Series 2024 Bonds, duly executed and authenticated and registered in the name of Cede & Co., as nominee for DTC, through the DTC FAST System to the Underwriters (such deliverance and release and related transactions occurring on the Date of Closing are referred to herein as the "Closing"). At the Closing, the Underwriters shall evidence their acceptance of delivery of the Series 2024 Bonds and pay the purchase price of the Series 2024 Bonds as set forth in Section 1(a) of this Purchase Agreement.

### **SECTION 5.**

The Underwriters have entered into this Purchase Agreement in reliance upon the representations and agreements of the City herein and the performance by the City of its obligations hereunder, both as of the date hereof and as of the Date of Closing. The City's and the Underwriters' obligations under this Purchase Agreement are and will be subject to the following further conditions:

(a) The representations of the City contained herein shall be true, complete and correct in all material respects on the date of acceptance hereof and at all times through and including the Closing;

(b) On the Date of Closing: (i) the Bond Resolution and the Bond Documents will be in full force and effect and will not have been amended, modified or supplemented, except as may have been agreed to in writing by the Senior Manager and (ii) the proceeds of the sale of the Series 2024 Bonds shall be applied as described in the Official Statement;

(c) The City shall perform or have performed all of its obligations required under or specified in the Bond Resolution, the Bond Documents and the Official Statement to be performed at or prior to the Closing;

(d) The City shall have delivered to the Underwriters the final Official Statement by the time, and in the numbers, required by Section 1(f) of this Purchase Agreement;

(e) As of the date hereof and on the Date of Closing, all necessary official action of the City relating to the Bond Documents and the Official Statement shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect;

(f) at or prior to the Closing, the Underwriters shall receive the following documents (in each case with only such changes as the Senior Manager shall approve):

(i) the opinion of Bond Counsel with respect to the Series 2024 Bonds, dated the Date of Closing, substantially in the form attached to the Official Statement as Appendix D, either addressed to the Underwriters and the City or accompanied by a letter addressed to the Underwriters indicating that it may rely on said opinion as if it were addressed to them;

(ii) a supplemental opinion of Bond Counsel, dated the Date of Closing and addressed to the Underwriters, in such form as is mutually and reasonably acceptable to the City and the Underwriters, (A) to the effect that the statements contained in the Official Statement under the captions "DESCRIPTION OF THE BONDS" (excluding the information thereunder relating to DTC and its system of book-entry registration) and "SECURITY FOR THE BONDS" insofar as such information purports to summarize portions of the Bond Resolution and the Series 2024 Bonds, constitute a fair summary of those portions purported to be summarized therein, and the information under the caption "TAX MATTERS" is accurate (all such opinions referred to in this clause (A) exclude financial, statistical and demographic information contained in such Official Statement and information related to DTC), (B) to the effect that the Series 2024 Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended (the "1933 Act"), and (C) to the effect that the Bond Resolution is not required to be qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act").

(iii) the opinion of GrayRobinson, P.A., Disclosure Counsel to the City, dated the Date of Closing and either addressed to the Underwriters and the City or accompanied by a letter addressed to the Underwriters indicating

that it may rely on said opinion as if it were addressed to them, in form and substance acceptable to the City and the Underwriters to the effect that (A) the Series 2024 Bonds are exempt from the registration requirements of the 1933 Act and the Bond Resolution is exempt from qualification under the Trust Indenture Act; (B) nothing has come to the attention of the attorneys in their firm rendering legal services in accordance with this representation which leads them to believe that either the Preliminary Official Statement (as of its date) or the Official Statement (as of the date hereof and as of the Date of Closing) contained or contains any untrue statements of material facts or omit to state any material facts required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that no opinion need be expressed regarding historical or projected financial information, demographic, statistical or operating data or information included in the Preliminary Official Statement or Official Statement, including but not limited to appendices, schedules and exhibits thereto, or any information about The Depository Trust Company and its book-entry system of registration, and (C) under existing law, the Continuing Disclosure Agreement satisfies the requirements of Section (b)(5)(i) of the Rule for an undertaking to provide certain annual financial information and event notices to various information repositories as required by the Rule;

(iv) the opinion of the City Attorney, as counsel to the City, dated the Date of Closing and addressed to the Underwriters and the City, to the effect that: (A) the City is validly existing as a municipality under the laws of Florida, with all corporate power necessary to conduct the operations described in the Official Statement and to carry out the transactions contemplated by this Purchase Agreement; (B) the City has obtained all governmental consents, approvals and authorizations necessary for execution and delivery of the Bond Documents, for issuance of the Series 2024 Bonds for the preparation and distribution of the Preliminary Official Statement and the for execution and delivery of the Official Statement and consummation of the transactions contemplated thereby and hereby; (C) the City has full legal right, power and authority to provide the Covenant to Budget and Appropriate and to pledge and grant a lien on the Pledged Funds, for the security of the Series 2024 Bonds; (D) the City Council has duly adopted the Bond Resolution and approved the form, execution, distribution and delivery of the Official Statement; (E) the Series 2024 Bonds and the other Bond Documents have each been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery thereof by the other parties thereto, if any, each constitutes a valid and binding agreement of the City, enforceable in accordance with its terms; (F) the information in the Preliminary Official Statement, as of its date, and the Official Statement,

as of its date and the Date of Closing, with respect to the City (excluding financial, statistical and demographic information and information relating to DTC, as to which no opinion need be expressed) is, as to legal matters, to the best knowledge of such counsel after due inquiry with respect thereto, correct in all material respects and does not omit any matter necessary in order to make the statements made therein regarding such matters, in light of the circumstances under which such statements are made, not misleading, and, based on its participation as counsel to the City, such counsel has no reason to believe that the Preliminary Official Statement, as of its date, and the Official Statement, as of its date and the Date of Closing (excluding financial, statistical and demographic information and information relating to DTC) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; (G) except as disclosed in the Official Statement under the caption "LITIGATION," there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best of knowledge of such counsel after due inquiry, threatened, against or affecting the City Council or the City, challenging the validity of the Series 2024 Bonds, the Bond Resolution, any of the other the Bond Documents, or any of the transactions contemplated thereby or by the Official Statement, or challenging the existence of the City or the respective powers of the several offices of the officials of the City or the titles of the officials holding their respective offices, or challenging the Project or the pledge of the Pledged Funds or the Covenant to Budget and Appropriate for the security and payment of the Series 2024 Bonds in the manner and to the extent provided in the Bond Resolution, nor is there any basis therefor; (H) the execution and delivery of the Bond Documents and the issuance of the Series 2024 Bonds, and compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under, or result in the creation of a lien on any property of the City (except as contemplated therein) pursuant to any note, mortgage, deed of trust, indenture, resolution or other agreement or instrument to which the City Council or the City is a party, or any existing law, regulation, court order or consent decree to which the City Council or the City is subject;

(v) an opinion of Nabors, Giblin & Nickerson, P.A., counsel for the Underwriters covering such matters and in form reasonably satisfactory to the Senior Manager;

(vi) a certificate, dated the Date of Closing, signed on behalf of the City by the Mayor and the Chief Financial Officer of the City, setting forth

such matters as the Senior Manager may reasonably require, including, without limitation that (I) the financial statements of the City as of September 30, 2023 fairly represent the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of the City as of the dates and for the periods therein set forth; (II) except as disclosed in the Preliminary Official Statement and the Official Statement, since September 30, 2023, no materially adverse change has occurred, or any development involving a prospective material change, in the financial position of the City and the City has not incurred since September 30, 2023, any material liabilities other than in the ordinary course of business or as set forth in or contemplated by the Official Statement; (III) each of the representations of the City contained in Section 2 hereof were true and accurate in all material respects on the date when made, has been true and accurate in all material respects at all times since, and continues to be true and accurate in all material respects on the Date of Closing as if made on such date; (IV) the information in the Preliminary Official Statement, as of its date, and the Official Statement, as of its date and the Date of Closing, with respect to the City (excluding financial, statistical and demographic information and information relating to DTC, as to which no opinion need be expressed) is, to the best of our knowledge after due inquiry with respect thereto, correct in all material respects and does not omit any matter necessary in order to make the statements made therein regarding such matters, in light of the circumstances under which such statements are made, not misleading; and (V) to the best of their knowledge after due inquiry, no event affecting the City, the Project, the Series 2024 Bonds has occurred since the date of the Official Statement which should be disclosed therein for the purpose for which it is used or which is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect as of the Date of Closing;

(vii) a customary signature certificate, dated the Date of Closing, certified on behalf of the City by the City Clerk of the City;

(viii) certified copies of the Bond Resolution;

(ix) executed, recorded or certified copies of the Bond Documents, as applicable;

(x) a Tax Certificate of the City, in form satisfactory to Bond Counsel, executed by such officials of the City as shall be satisfactory to the Senior Manager;

(xi) a letter from Moody's Ratings and Fitch Ratings, Inc. addressed to the City, to the effect that the Series 2024 Bonds have been assigned a

rating of "\_\_\_" (stable outlook) and "\_\_\_" (stable outlook), respectively, which ratings shall be in effect as of the Date of Closing;

(xii) a customary authorization and incumbency certificate, dated the Date of Closing, signed by authorized officers of the Registrar;

(xiii) copies of the Blue Sky Memorandum prepared by Counsel to the Underwriters, indicating the jurisdictions in which the Series 2024 Bonds may be sold in compliance with the "blue sky" or securities laws of such jurisdictions;

(xiiii) a copy of the City's executed Blanket Letter of Representation to The Depository Trust Company;

(xv) such additional documents as may be required by the Bond Resolution to be delivered as a condition precedent to the issuance of the Series 2024 Bonds; and

(x) such additional legal opinions, proceedings, instruments and other documents as the Senior Manager, Underwriters' Counsel or Bond Counsel may reasonably request.

All of the opinions, letters, certificates, instruments and other documents mentioned in this Purchase Agreement shall be deemed to be in compliance with the provisions of this Purchase Agreement if, but only if, in the reasonable judgment of the Senior Manager and Underwriters' Counsel, they are satisfactory in form and substance.

## **SECTION 6.**

If the City shall be unable to satisfy the conditions to the Underwriters' obligations contained in this Purchase Agreement or if the Underwriters' obligations are terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and the Underwriters and the City shall have no further obligation hereunder, except that the respective obligations of the parties hereto provided in Section 7 hereof shall continue in full force and effect and the City shall return the Good Faith Deposit as provided in Section 1(b).

## **SECTION 7.**

(a) The following costs and expenses relating to the transaction contemplated or described in this Purchase Agreement shall be borne and paid by the City: printing of Series 2024 Bonds; printing or copying of closing documents (including the Preliminary Official Statement and the Official Statement) in such reasonable quantities as the Underwriters may request; fees and disbursements of Bond Counsel; fees and disbursements of the City's Financial Advisor; any

accounting fees; the Construction Funds Trustee, Paying Agent, Registrar and Escrow Agent fees; fees of the rating agencies; and any other fees as described in Schedule A-1 hereto. The City shall pay any expenses incurred by the Underwriters on behalf of the City and its staff in connection with the marketing, issuance and delivery of the Series 2024 Bonds, including, but not limited to, meals, transportation and lodging of the City's employees and representatives; the City's obligations in regard to these expenses survive even if the underlying transaction fails to close or consummate. The Underwriters' expenses will be paid or reimbursed through the expense component of the Underwriters' discount, including the fees and expenses of Underwriters' counsel. Notwithstanding the foregoing, the City will only be obligated to reimburse expenses incurred with respect to meals and travel to the extent such expenses comply with Section 112.061, Florida Statutes and Section 2-78 of the City's Code of Ordinances.

(b) The Underwriters will pay (from the expense component of the Underwriters' discount): (i) the fees and disbursements of Underwriters' Counsel; (ii) all advertising expenses in connection with the public offering of the Series 2024 Bonds; (iii) the fees of Lumesis for a continuing disclosure compliance review; and (iv) the cost of preparing, printing and distributing the Blue Sky Memorandum, and the filing fees required by the "blue sky" laws of various jurisdictions.

#### **SECTION 8.**

The City acknowledges and agrees that: (a) the Underwriters are not acting as a municipal advisor within the meaning of Section 15B of the Securities Exchange Act, as amended, (b) the primary role of the Underwriters, as underwriters, is to purchase securities, for resale to investors, in an arm's length commercial transaction between the City and the Underwriters and the Underwriters have financial and other interests that differ from those of the City; (c) the Underwriters are acting solely as principals and are not acting as municipal advisors, financial advisors or fiduciaries to the City and have not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to the City on other matters); (d) the only obligations the Underwriters have to the City with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement; and (e) the City has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

#### **SECTION 9.**

If the City shall be unable to satisfy the conditions of the Underwriters' obligations contained in this Purchase Agreement or if the Underwriters' obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement

may be cancelled by the Senior Manager at, or at any time before, the Closing. Notice of such cancellation shall be given by the Senior Manager to the City in writing, or by telephone confirmed in writing. The performance by the City of any and all conditions contained in this Purchase Agreement for the benefit of the Underwriters may be waived by the Senior Manager.

(a) The Underwriters shall also have the right, before the Closing, to cancel their obligations to purchase the Series 2024 Bonds, by written notice by the Senior Manager to the City, if between the date hereof and the Closing:

(i) Any event or circumstance occurs or information becomes known, which, in the reasonable judgment of the Senior Manager, makes untrue any statement of a material fact set forth in the Preliminary Official Statement or the Official Statement or results in an omission to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City shall be granted the opportunity to cure any such omission or untrue or misleading statement or information in accordance with Section 1(g) hereof if, in the reasonable judgment of the Senior Manager, a supplement or amendment to the Preliminary Official Statement or the Official Statement, as applicable, would correct the misstatement or omission in a timely manner and would not adversely affect the market price of the Series 2024 Bonds or the ability of the Underwriters to enforce contracts for the sale of the Series 2024 Bonds; or

(ii) The market for the Series 2024 Bonds or the market prices of the Series 2024 Bonds or the ability of the Underwriters to enforce contracts for the sale of the Series 2024 Bonds shall have been materially and adversely affected, in the reasonable judgment of the Senior Manager, by any of the following events or circumstances:

(A) A committee of the House of Representatives or the Senate of the Congress of the United States or the legislature of the State of Florida shall have pending before it legislation, or a tentative decision with respect to legislation shall be reached by a committee of the House of Representatives or the Senate of the Congress of the United States of America, or legislation shall be favorably reported by such a committee or be introduced, by amendment or otherwise, in, or be passed by, the House of Representatives or the Senate, or recommended to the Congress of the United States of America for passage by the President of the United States of America, or be enacted by the Congress of the United States of America, or an announcement or a proposal for any such legislation shall be made by a member of the House of Representatives or the Senate of the



Congress of the United States, or a decision by a court established under Article III of the Constitution of the United States of America or the Tax Court of the United States of America shall be rendered, or a ruling, regulation, or order of the Treasury Department of the United States of America or the Internal Revenue Service shall be made or proposed having the purpose or effect of imposing federal or state income taxation, or any other event shall have occurred which results in or proposes the imposition of federal or state income taxation, upon revenues or other income of the general character to be derived by the City, any of its affiliates, state and local governmental units or by any similar body or upon interest received on obligations of the general character of the Series 2024 Bonds which, in the Senior Manager's reasonable opinion, materially and adversely affects the market price or marketability of the Series 2024 Bonds or the ability of the Underwriters to enforce contracts for the sale of the Series 2024 Bonds.

(B) Any legislation, ordinance, rule, or regulation shall be introduced in or be enacted by any governmental body, department, or agency of the United States or of any state, or a decision by any court of competent jurisdiction within the United States or any state shall be rendered which, in the Senior Manager's reasonable opinion, materially adversely affects the market price or marketability of the Series 2024 Bonds or the ability of the Underwriters to enforce contracts for the sale of the Series 2024 Bonds.

(C) A stop order, ruling, regulation, or official statement by, or on behalf of, the SEC or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering, or sale of obligations of the general character of the Series 2024 Bonds, or the issuance, offering, or sale of the Series 2024 Bonds, including all the underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of any provisions of the federal securities laws as amended and then in effect, including without limitation the registration provisions of the 1933 Act, or the registration provisions of the Securities Exchange Act of 1934 (the "1934 Act"), or the qualification provisions of the 1939 Act.

(D) Legislation shall be introduced by amendment or otherwise in, or be enacted by, the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered to the effect that obligations of the general character of

the Series 2024 Bonds, including all the underlying obligations, are not exempt from registration under or from other requirements of the 1933 Act or the 1934 Act, or with the purpose or effect of otherwise prohibiting the issuance, offering, or sale of obligations of the general character of the Series 2024 Bonds, as contemplated hereby or by the Official Statement.

(E) Additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange, which materially adversely affects the market price or marketability of the Series 2024 Bonds or the ability of the Underwriters to enforce contracts for the sale of the Series 2024 Bonds.

(F) The New York Stock Exchange or any other national securities exchange, or any governmental authority, shall impose, a general suspension of trading or, as to Series 2024 Bonds or obligations of the general character of the Series 2024 Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or a change to the net capital requirements of, the Underwriters.

(G) A general banking moratorium or suspension or limitation of banking services shall have been established by federal, Florida or New York authorities or a major financial crisis or material disruption in commercial banking or securities settlement or clearance services shall have occurred.

(H) Any proceeding shall be pending, or to the knowledge of the Underwriters, threatened, to restrain, enjoin, or otherwise prohibit the issuance, sale, or delivery of the Series 2024 Bonds by the City or the purchase, offering, sale, or distribution of the Series 2024 Bonds by the Underwriters, or for any investigatory or other proceedings under any federal or state securities laws or the rules and regulations of the Financial Industry Regulatory Authority relating to the issuance, sale, or delivery of the Series 2024 Bonds by the City or the purchase, offering, sale, or distribution of the Series 2024 Bonds by the Underwriters.

(I) There shall have occurred any new outbreak or escalation of hostilities, any declaration by the United States of war or any national or international calamity or crisis in the financial markets of the United States or elsewhere, including without

limitation a downgrade of sovereign debt rating of the United States by any major credit rating agency or payment default on the United States Treasury obligations (it being agreed by the parties hereto that no such outbreak, escalation, declaration, calamity or crisis exists as of the date hereof, absent a change in circumstances), the effect of such outbreak, escalation, declaration, calamity or crisis being such, in the reasonable judgment of the Senior Manager, which would materially adversely affect the market price or marketability of the Series 2024 Bonds or the ability of the Underwriters to enforce contracts for the sale of the Series 2024 Bonds.

(J) Any change in or particularly affecting the City, the Act, the Bond Resolution, the Bond Documents or the Pledged Funds as the foregoing matters are described in the Preliminary Official Statement or the Official Statement, which in the reasonable judgment of the Senior Manager materially impairs the investment quality of the Series 2024 Bonds.

(K) Prior to Closing, any of the rating agencies which have rated the Series 2024 Bonds shall inform the City or the Underwriters that the Series 2024 Bonds will be rated lower than the respective rating published in the Official Statement or there shall have occurred or any notice shall have been given of any downgrading, suspension, withdrawal, or negative change of credit watch status by any national rating service to any bonds of the City.

(L) There shall have occurred, after the signing hereof, either a financial crisis with respect to the City (it being agreed by the parties hereto that no such crisis exists as of the date hereof, absent a change in circumstances) or proceedings under the bankruptcy laws of the United States or the State of Florida shall have been instituted by the City, in either case the effect of which, in the reasonable judgment of the Senior Manager, is such as to materially and adversely affect the market price or the marketability of the Series 2024 Bonds or the ability of the Underwriters to enforce contracts of the sale of the Series 2024 Bonds.

## **SECTION 10.**

Any notice or other communication to be given under this Purchase Agreement may be given by delivering the same in writing as follows:

To the City at:

City of St. Petersburg, Florida  
175 5th Street N.  
St. Petersburg, Florida 33701  
Attention: Erika Langhans, Chief Financial Officer

To the Underwriters (as the Senior Manager, the representative on behalf of the Underwriters) at:

BofA Securities, Inc.  
101 E. Kennedy Boulevard, Suite 200  
Tampa, Florida 33602  
Attn: Douglas W. Draper

**SECTION 11.**

This Purchase Agreement is made solely for the benefit of the City and the Underwriters (including the successors or assigns of the Underwriters), and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. Except as otherwise expressly provided herein, all of the agreements and representations of the City contained in this Purchase Agreement and in any certificates delivered pursuant hereto shall remain operative and in full force and effect regardless of: (i) any investigation made by or on behalf of the Series 2024 Bonds hereunder; or (ii) any termination of this Purchase Agreement, other than pursuant to Section 9.

**SECTION 12.**

All the representations, warranties and agreements of the Underwriters and the City in this Purchase Agreement shall remain operative and in full force and effect and shall survive delivery of and payment for the Series 2024 Bonds hereunder regardless of any investigation made by or on behalf of the Underwriters.

**SECTION 13.**

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

**SECTION 14.**

THE CITY AND THE UNDERWRITERS, HEREBY IRREVOCABLY WAIVE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS PURCHASE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**SECTION 15.**

This Purchase Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement; such counterparts may be delivered by facsimile transmission.

**SECTION 16.**

This Purchase Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements, prior writings and representations with respect thereto.

[Signature Page Follows]

[UNDERWRITERS SIGNATURE PAGE TO PURCHASE CONTRACT]

If the foregoing is acceptable to you, please sign below and this Purchase Agreement will become a binding agreement between the City and the Underwriters.

Very Truly Yours,

**BOFA SECURITIES, INC.,**  
on behalf of itself, Raymond James &  
Associates, Inc., Samuel A. Ramirez &  
Co., Inc., Rice Financial Products  
Company, Siebert Williams Shank & Co.,  
LLC and Truist Securities, Inc.

By: \_\_\_\_\_

Name: Douglas W. Draper

Title: Director

[CITY'S SIGNATURE PAGE TO PURCHASE CONTRACT]

Accepted and confirmed as of the date first above written:

**CITY OF ST. PETERSBURG, FLORIDA**

(SEAL)

---

Kenneth T. Welch, Mayor

ATTESTED:

---

Chan Srinivasa, City Clerk

APPROVED AS TO FORM AND CORRECTNESS

---

Macall D. Dyer, Managing Assistant  
City Attorney

## EXHIBIT A

### (Disclosure Letter and Truth-in-Bonding Statement)

**[\$[PAR A]**  
CITY OF ST. PETERSBURG, FLORIDA  
NON-AD VALOREM REVENUE BONDS,  
SERIES 2024A (STADIUM PROJECT)

**[\$[PAR B]**  
CITY OF ST. PETERSBURG, FLORIDA  
NON-AD VALOREM REVENUE BONDS,  
SERIES 2024B (STADIUM PROJECT)

[DATE]

Mayor and City Council  
City of St. Petersburg, Florida  
175 5th Street N.  
St. Petersburg, Florida 33602

Re: **[\$[PAR A]** City of St. Petersburg, Florida Non-Ad Valorem Revenue Bonds,  
Series 2024A (Stadium Project)

and

**[\$[PAR B]** City of St. Petersburg, Florida Non-Ad Valorem Revenue Bonds,  
Series 2024B (Stadium Project)

Dear Mayor and Council Members:

In connection with the proposed execution and delivery of the **[\$[PAR A]** aggregate principal amount of the City of St. Petersburg, Florida Non-Ad Valorem Revenue Bonds, Series 2024A (Stadium Project), (the "Series 2024A Bonds") and the **[\$[PAR B]** aggregate principal amount of the City of St. Petersburg, Florida Non-Ad Valorem Revenue Bonds, Series 2024B (Stadium Project), (the "Series 2024B Bonds," and together with the Series 2024A Bonds, the "Series 2024 Bonds"), BofA Securities, Inc. (the "Senior Manager"), acting on behalf of itself, Raymond James & Associates, Inc. and co-managers Samuel A. Ramirez & Co., Inc., Rice Financial Products Company, Siebert Williams Shank & Co., LLC and Truist Securities, Inc. (collectively, with the Senior Manager, the "Underwriters"), has agreed to underwrite a public offering of the Series 2024 Bonds. Arrangements for underwriting the Series 2024 Bonds will include a Purchase Agreement between the City of St. Petersburg, Florida (the "City") and the Underwriters which will embody the negotiations in respect thereof (the "Purchase Agreement").

The purpose of this letter is to furnish, pursuant to the provisions of Section 218.385, Florida Statutes, as amended, certain information in respect of the arrangements contemplated for the underwriting of the Series 2024 Bonds as follows:



(a) The nature and estimated amounts of expenses to be incurred by the Underwriters in connection with the purchase and reoffering of the Series 2024 Bonds are set forth in schedule A-1 attached hereto.

(b) No person has entered into an understanding with the Underwriters or, to the knowledge of the Underwriters, with the City for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the City and the Underwriters or to exercise or attempt to exercise any influence to effect any transaction in connection with the purchase of the Series 2024 Bonds by the Underwriters.

The total underwriting spread is \$ \_\_\_\_\_ (\$ \_\_\_\_\_ /\$1,000 of Bonds).

The Management Fee is \$ \_\_\_\_\_ (\$ \_\_\_\_\_ /\$1,000 of Bonds).

The Underwriters' Expenses are \$ \_\_\_\_\_ (\$ \_\_\_\_\_ /\$1,000 of Bonds).

(c) No other fee, bonus or other compensation has been or will be paid by the Underwriters in connection with the issuance of the Series 2024 Bonds to any person not regularly employed or retained by the Underwriters, except Underwriters' Counsel, Nabors, Giblin & Nickerson, P.A., as shown on Schedule A-1 hereto, including any "finder" as defined in Section 218.386(1)(a), Florida Statutes, as amended.

(d) The names and addresses of the Underwriters are:

BofA Securities, Inc.  
101 E. Kennedy Boulevard,  
Suite 200  
Tampa, Florida 33602  
Attn: Douglas W. Draper

Raymond James & Associates, Inc.  
880 Carillon Parkway  
St. Petersburg, Florida 33716  
Attn: Rick Patterson

Samuel A. Ramirez & Co., Inc.  
61 Broadway, 29th Floor  
New York, New York 10006  
Attn: Sarah Snyder

Rice Financial Products Company  
990 Biscayne Boulevard,  
Office 503  
Miami, FL 33132  
Attn: Kevin Schuyler

Siebert Williams Shank & Co., LLC  
1025 Connecticut Avenue, NW,  
Suite 509  
Washington, DC 20036  
Attn: Jonathan F. Kirn

Truist Securities, Inc.  
3333 Peachtree Road NE, 11th Floor  
Atlanta, GA 30326  
Attn: Kristin "KayDee" Hoard

(e) The City is proposing to issue \$[PAR] principal amount of the Series 2024A Bonds and \$[PAR] principal amount of the Series 2024B Bonds, as described in the Official Statement dated [DATE] relating to the Series 2024 Bonds. These obligations are expected to be repaid over a period of approximately \_\_ years. At a true interest cost rate of \_\_\_\_\_%, total interest paid over the life of the Series 2024 Bonds will be \$\_\_\_\_\_. Proceeds of the Series 2024 Bonds will provide funds to (i) finance and/or reimburse the costs of certain capital improvements to the Project (as more particularly described in the Official Statement) and (ii) pay certain costs of issuance of the Series 2024 Bonds.

(f) The anticipated source of repayment or security for the Series 2024 Bonds is the Pledged Funds (as defined in the Bond Resolution, which in turn is defined in the Purchase Agreement). Authorizing these obligations will result in an average annual amount of approximately \$\_\_\_\_\_ (average annual debt service) of the aforementioned funds not being available each year to finance the other improvements of the City over a period of approximately \_\_ years, with respect to the Series 2024 Bonds.

[Signature Page is on the following page]

[SIGNATURE PAGE TO DISCLOSURE LETTER AND TRUTH-IN-BONDING  
STATEMENT]

We understand that you do not require any further disclosure from the Underwriters pursuant to Section 218.385, Florida Statutes, as amended.

Very Truly Yours,

**BOFA SECURITIES, INC.,**  
on behalf of itself, and Raymond James  
& Associates, Inc., Samuel A. Ramirez  
& Co., Inc., Rice Financial Products  
Company, Siebert Williams Shank &  
Co., LLC and Truist Securities, Inc.

By: \_\_\_\_\_  
Name: Douglas W. Draper  
Title: Director

**SCHEDULE A-1**

**ESTIMATED EXPENSES TO BE INCURRED BY UNDERWRITERS**

	<u>Total</u>	<u>\$/1000</u>
Underwriters' Counsel	\$	._____
I-Deal Bookrunning		
I-Deal Order Monitor		
Munibond Roadshow		
DTC Service Fees		
CUSIP Charge and Disclosure Fee		
Out of Pocket Expenses		
Lumesis		
I-Deal Wire Charges		
TOTAL		

**EXHIBIT B**

**\$(PAR A)**

**CITY OF ST. PETERSBURG, FLORIDA  
Non-Ad Valorem Revenue Bonds, Series 2024A (Stadium Project)**

**MATURITIES, AMOUNTS, INTEREST RATES, PRICES AND YIELDS**

**\$(PAR A) Serial Bonds**

Maturity ([October] 1)	Principal Amount \$	Interest Rate %	Yield* %	Price
---------------------------	---------------------------	-----------------------	-------------	-------

\$ \_\_\_\_\_ % Term Bond Due October 1, 20\_\_; Yield \_\_\_\_%\*; Price \_\_\_\_\_  
\$ \_\_\_\_\_ % Term Bond Due October 1, 20\_\_; Yield \_\_\_\_%\*; Price \_\_\_\_\_

\*[Yield to first optional call date of October 1, 20\_\_.]

\$[PAR B]

**CITY OF ST. PETERSBURG, FLORIDA**  
**Non-Ad Valorem Revenue Bonds, Series 2024B (Stadium Project)**

**MATURITIES, AMOUNTS, INTEREST RATES, PRICES AND YIELDS**

**\$[PAR B] Serial Bonds**

<u>Maturity</u> <u>([October] 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield*</u>	<u>Price</u>
	\$	%	%	

\$ \_\_\_\_\_ % Term Bond Due October 1, 20\_\_ ; Yield \_\_\_\_\_ %\* ; Price \_\_\_\_\_  
\$ \_\_\_\_\_ % Term Bond Due October 1, 20\_\_ ; Yield \_\_\_\_\_ %\* ; Price \_\_\_\_\_

\*[Yield to first optional call date of October 1, 20\_\_.]

## REDEMPTION PROVISIONS

**Optional Redemption.** The Bonds maturing on or prior to October 1, 20[ ] are not subject to optional redemption. The Bonds maturing on or after October 1, 20[ ] are subject to redemption prior to maturity, at the option of the City, in whole or in part on any date on or after October 1, 20[ ], and if in part, in such order of maturities and in such amounts as the City shall select and by lot within a maturity, at a Redemption Price equal to 100% of the principal amount to be redeemed, plus accrued interest to the date of redemption, and without premium.

**Mandatory Redemption.** The 2024A Bonds maturing on October 1, 20[ ] are subject to mandatory redemption or purchase prior to their stated dates of maturity, in part by lot, in such manner as the City may deem appropriate from Amortization Installments deposited by the City in the Bond Amortization Account, at the principal amount thereof, unless purchased pursuant to the operation of such Account, plus accrued interest to the redemption date, on October 1 of the years and in the principal amounts, both as set forth below:

Year (October 1)	Amortization Installment
---------------------	-----------------------------

\_\_\_\_\_  
\*Final Maturity

The 2024A Bonds maturing on October 1, 20[ ] are subject to mandatory redemption or purchase prior to their stated dates of maturity, in part by lot, in such manner as the City may deem appropriate from Amortization Installments deposited by the City in the Bond Amortization Account, at the principal amount thereof, unless purchased pursuant to the operation of such Account, plus accrued interest to the redemption date, on October 1 of the years and in the principal amounts, both as set forth below:

Year (October 1)	Amortization Installment
---------------------	-----------------------------

\_\_\_\_\_  
\*Final Maturity

The 2024B Bonds maturing on October 1, 20[ ] are subject to mandatory redemption or purchase prior to their stated dates of maturity, in part by lot, in such manner as the City may deem appropriate from Amortization Installments deposited by the City in the Bond Amortization Account, at the principal amount thereof, unless purchased pursuant to the operation of such Account, plus accrued interest to the redemption date, on October 1 of the years and in the principal amounts, both as set forth below:

Year (October 1)	Amortization Installment
---------------------	-----------------------------

---

\*Final Maturity

The 2024B Bonds maturing on October 1, 20[ ] are subject to mandatory redemption or purchase prior to their stated dates of maturity, in part by lot, in such manner as the City may deem appropriate from Amortization Installments deposited by the City in the Bond Amortization Account, at the principal amount thereof, unless purchased pursuant to the operation of such Account, plus accrued interest to the redemption date, on October 1 of the years and in the principal amounts, both as set forth below:

Year (October 1)	Amortization Installment
---------------------	-----------------------------

---

\*Final Maturity



## EXHIBIT C

§[PAR A]

**CITY OF ST. PETERSBURG, FLORIDA  
NON-AD VALOREM REVENUE BONDS,  
SERIES 2024A (STADIUM PROJECT)**

§[PAR B]

**CITY OF ST. PETERSBURG, FLORIDA  
NON-AD VALOREM REVENUE BONDS,  
SERIES 2024B (STADIUM PROJECT)**

### ISSUE PRICE CERTIFICATE

The undersigned, on behalf of BofA Securities, Inc. (the "Representative"), on behalf of itself, Raymond James & Associates, Inc., Samuel A. Ramirez & Co., Inc., Rice Financial Products Company, Siebert Williams Shank & Co., LLC and Truist Securities, Inc. (together, the "Underwriting Group"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A and Schedule B.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) The Underwriting Group offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A and Schedule B hereto (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule C hereto.

(b) As set forth in the Bond Purchase Agreement, the members of the Underwriting Group have agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, they would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. The Representative has not offered or sold any unsold Bonds of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period. Nothing has come to the attention of the Representative that any of the Bonds have been sold at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

### 3. *Defined Terms.*

(a) General Rule Maturities means those Maturities of the Bonds listed in Schedule A and Schedule B hereto as the "General Rule Maturities."

(b) Hold-the-Offering-Price Maturities means those Maturities of the Bonds listed in Schedule A and Schedule B hereto as the "Hold-the-Offering-Price Maturities."

(c) Holding Period means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (\_\_\_\_\_), or (ii) the date on which the Underwriting Group has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) Issuer means City of St. Petersburg, Florida.

(e) Maturity means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is \_\_\_\_\_, 2024.

(h) Underwriter means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the

representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bryant Miller Olive P.A. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Bonds. The representations set forth herein are not necessarily based on personal knowledge and, in certain cases, the undersigned is relying on representations made by the other members of the Underwriting Group.

**BOFA SECURITIES, INC.**, on behalf  
of itself, and Raymond James &  
Associates, Inc., Samuel A. Ramirez &  
Co., Inc., Rice Financial Products  
Company, Siebert Williams Shank &  
Co., LLC and Truist Securities, Inc.

By: \_\_\_\_\_  
Name: Douglas W. Draper  
Title: Director

Dated: [MONTH] \_\_, 2024

**SCHEDULE A**

**NON-AD VALOREM REVENUE BONDS, SERIES 2024A  
SALE PRICES OF THE GENERAL RULE MATURITIES AND  
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE  
MATURITIES**

<u>Maturity Date</u> <u>(_____ 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>
	\$	%		

\_\_\_\_\_  
\*Priced to the first optional redemption date of \_\_\_\_\_, 20\_\_.

**SCHEDULE B**

**NON-AD VALOREM REVENUE BONDS, SERIES 2024B  
SALE PRICES OF THE GENERAL RULE MATURITIES AND  
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE  
MATURITIES**

<u>Maturity Date</u> <u>(_____ 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>
	\$	%		

\_\_\_\_\_  
\*Priced to the first optional redemption date of \_\_\_\_\_, 20\_\_.

**SCHEDULE C**  
**PRICING WIRE OR EQUIVALENT COMMUNICATION**  
**(ATTACHED)**

**EXHIBIT D**

**NONGOVERNMENTAL ENTITY  
HUMAN TRAFFICKING AFFIDAVIT  
SECTION 787.06(13), FLORIDA STATUTES  
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of BofA Securities, Inc. and attest that said entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm, to the best of my knowledge and belief, that the above-stated facts are true and correct.

BofA SECURITIES, INC.

By: \_\_\_\_\_  
Douglas Draper, Director

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Douglas Draper as Director on behalf BofA Securities, Inc.. He/she is  personally known to me or  has produced \_\_\_\_\_ (Type of Identification) as identification.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

\_\_\_\_\_  
Serial Number, if any

**EXHIBIT B**

**FORM OF PRELIMINARY OFFICIAL STATEMENT**



**PRELIMINARY OFFICIAL STATEMENT DATED [\_\_\_\_\_] , 2024**

**NEW ISSUES - FULL BOOK-ENTRY**

See "RATINGS" herein

*In the opinion of Bond Counsel, assuming compliance by the City with certain covenants, under existing statutes, regulations, and judicial decisions, the interest on the Bonds will be excluded from gross income for federal income tax purposes of the Holders thereof and will not be an item of tax preference for purposes of the federal alternative minimum tax; however, interest on the Bonds may be included in the "adjusted financial statement income" of certain "applicable corporations" that are subject to the 15-percent alternative minimum tax under section 55 of the Internal Revenue Code of 1986, as amended. See "TAX MATTERS" herein for a description of other tax consequences to Holders of the Bonds.*

\$[\_\_\_\_\_] \*  
**CITY OF ST. PETERSBURG, FLORIDA**  
**Non-Ad Valorem Revenue Bonds,**  
**Series 2024A**  
**(Stadium Project)**

\$[\_\_\_\_\_] \*  
**CITY OF ST. PETERSBURG, FLORIDA**  
**Non-Ad Valorem Revenue Bonds,**  
**Series 2024B**  
**(Stadium Project)**

**Dated: Date of Delivery**

**Due: November 1, as shown on inside cover page**

The City of St. Petersburg, Florida Non-Ad Valorem Revenue Bonds, Series 2024A (Stadium Project) (the "2024A Bonds") and Non-Ad Valorem Revenue Bonds, Series 2024B (Stadium Project) (the "2024B Bonds" and together with the 2024A Bonds, the "Bonds") are being issued by the City of St. Petersburg, Florida (the "City") in fully registered form and initially will be registered in the name of Cede & Co., for The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. The Bonds will be available to purchasers in denominations of \$5,000 or integral multiples thereof under the book-entry system maintained by DTC. Purchasers will not receive physical delivery of the Bonds. Interest on the Bonds is payable May 1, 2025, and on each November 1 and May 1 thereafter until maturity. The principal of and interest on the Bonds will be paid by U.S. Bank Trust Company, National Association, as paying agent and as bond registrar. So long as DTC or its nominee, Cede & Co., is the registered owner, such payments will be made directly to DTC. Disbursement of such payments to the Direct Participants (as defined in Appendix F attached hereto) is the responsibility of DTC, and disbursements of such payments to Beneficial Owners (as defined in Appendix F attached hereto) is the responsibility of DTC Participants (as defined in Appendix F attached hereto), as more fully described herein. See "APPENDIX F – DTC Information" attached hereto.

Certain of the Bonds are subject to redemption prior to their stated dates of maturity as stated herein. See "DESCRIPTION OF THE BONDS – Redemption Provisions" herein.

The Bonds are being issued pursuant to the authority of and in full compliance with the Constitution and laws of the State of Florida (the "State"), including particularly Chapter 166, Part II, Florida Statutes, Chapter 163, Florida Statutes, the municipal charter of the City, and other applicable provisions of law (the "Act") and pursuant to Resolution No. 2024-296 adopted by the City Council of the City (the "City Council") on July 18, 2024 (the "Authorizing Resolution"), as supplemented by Resolution No. 2024-[ ] adopted by the City Council on [October 31], 2024 (the "Supplemental Resolution" and together with the Authorizing Resolution, the "Bond Resolution"). All terms used herein in capitalized form and not otherwise defined shall have the meanings ascribed thereto in the Bond Resolution.

The 2024A Bonds are being issued, together with other legally available funds, if any, to (i) finance and/or reimburse a portion of the costs of the 2024A Project (as defined herein), and (ii) pay certain costs of issuance of the 2024A Bonds. The 2024B Bonds are being issued, together with other legally available funds, if any, to (i) finance and/or reimburse a portion of the costs of the 2024B Project (as defined herein), and (ii) pay certain costs of issuance of the 2024B Bonds.

The Bonds and interest thereon will be payable solely from and secured by a lien on the Pledged Funds, which consist of (i) all legally available revenues of the City other than ad valorem tax revenues ("Non-Ad Valorem Revenues") budgeted and appropriated by the City in accordance with the Bond Resolution and deposited into the Debt Service Fund, and (ii) until applied in accordance with the Bond Resolution, all moneys, including the investments thereof, in the funds and accounts established under the Bond Resolution, with the exception of the Rebate Fund. The City has covenanted and agreed to appropriate in its annual budget, by amendment if necessary, for each Fiscal Year in which the Bonds remain Outstanding, and deposit into the Debt Service Fund, sufficient amounts of Non-Ad Valorem Revenues for the payment of principal of and interest on the Bonds and to make all other payments required thereunder in each such Fiscal Year, subject to the limitations described in the Bond Resolution.

THE BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE CITY AS "BONDS" WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, BUT SHALL BE SPECIAL OBLIGATIONS OF THE CITY, PAYABLE SOLELY FROM AND SECURED BY A LIEN UPON AND PLEDGE OF THE PLEDGED FUNDS. NO HOLDER OF ANY BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OR THE USE OF AD VALOREM TAX REVENUES TO PAY SUCH BOND, FOR THE PAYMENT OF ANY AMOUNTS PAYABLE UNDER THE BOND RESOLUTION, OR IN ORDER TO MAINTAIN ANY SERVICES OR PROGRAMS THAT GENERATE AVAILABLE NON-AD VALOREM REVENUES, OR BE ENTITLED TO PAYMENT OF SUCH BOND FROM ANY MONEYS OF THE CITY EXCEPT FROM THE PLEDGED FUNDS IN THE MANNER PROVIDED IN THE BOND RESOLUTION. SEE "SECURITY FOR THE BONDS" HEREIN.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or exemption under the securities laws of such jurisdiction. The City has deemed this Preliminary Official Statement "final," except for certain permitted omissions, within the contemplation of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

**This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.**

The Bonds are offered when, as and if issued and accepted by the Underwriters subject to the approval of legality by Bryant Miller Olive P.A., Tampa, Florida, Bond Counsel. Certain other legal matters will be passed on for the City by Macall D. Dyer, Esq., Managing Assistant City Attorney, or her designee, and by GrayRobinson, P.A., Tampa, Florida, Disclosure Counsel to the City. Certain legal matters will be passed upon for the Underwriters by Nabors, Giblin & Nickerson, P.A, Tampa, Florida. PFM Financial Advisors LLC, Orlando, Florida is serving as Financial Advisor to the City in connection with the issuance of the Bonds. The Bonds are expected to be delivered through the facilities of DTC in New York, New York on or about [\_\_\_\_\_], 2024.

<b>BofA Securities</b>	<b>Raymond James</b>		
<b>Ramirez &amp; Co., Inc.</b>	<b>Rice Financial Products</b>	<b>Siebert Williams Shank &amp; Co., LLC</b>	<b>Truist Securities</b>
	<b>Company</b>		

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
\*Preliminary, subject to change.

**CITY OF ST. PETERSBURG, FLORIDA**

**MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, YIELDS, PRICES AND  
INITIAL CUSIP NUMBERS**

\$[\_\_\_\_\_] \*  
**Non-Ad Valorem Revenue Bonds,  
 Series 2024A  
 (Stadium Project)**

\$[\_\_\_\_\_] Serial 2024A Bonds

Maturity (November 1)*	Principal Amount*	Interest Rate	Yield	Price	Initial CUSIP No. <sup>(1)</sup>
\$ _____ *					_____ % 2024A Term Bond due November 1, 20__ *, Price _____, Yield _____ %, Initial CUSIP No. _____ <sup>(1)</sup>
\$ _____ *					_____ % 2024A Term Bond due November 1, 20__ *, Price _____, Yield _____ %, Initial CUSIP No. _____ <sup>(1)</sup>

\$[\_\_\_\_\_] \*  
**Non-Ad Valorem Revenue Bonds,  
 Series 2024B  
 (Stadium Project)**

\$[\_\_\_\_\_] Serial 2024B Bonds

Maturity (November 1)*	Principal Amount*	Interest Rate	Yield	Price	Initial CUSIP No. <sup>(1)</sup>
\$ _____ *					_____ % 2024B Term Bond due November 1, 20__ *, Price _____, Yield _____ %, Initial CUSIP No. _____ <sup>(1)</sup>
\$ _____ *					_____ % 2024B Term Bond due November 1, 20__ *, Price _____, Yield _____ %, Initial CUSIP No. _____ <sup>(1)</sup>

\* Preliminary, subject to change.

(1) CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by FactSet Research Systems, Inc. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. CUSIP numbers have been assigned by an independent company not affiliated with the City or the Underwriters and are included solely for the convenience of the Registered Owners of the applicable Bonds. Neither the City nor the Underwriters are responsible for the use of CUSIP numbers referenced herein, nor is any representation made as to their correctness on the applicable Bonds or as included in this Official Statement. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Bonds.

**CITY OF ST. PETERSBURG, FLORIDA OFFICIALS**

**ELECTED OFFICIALS**

**MAYOR**

Kenneth T. Welch

**CITY COUNCIL**

District 1 – Copley Gerdes, Vice Chair

District 2 – Brandi Gabbard

District 3 – Ed Montanari\*

District 4 – Lisset Hanewicz

District 5 – Deborah Figgs-Sanders, Chair

District 6 – Gina Driscoll

District 7 – John Muhammad\*

District 8 – Richie Floyd

**CITY OFFICIALS**

Robert Gerdes, City Administrator

Thomas Greene, Assistant City Administrator

Jacqueline Kovilaritch, Esq., City Attorney

Macall D. Dyer, Esq., Managing Assistant City Attorney

Erika Langhans, Chief Financial Officer

Anne A. Fritz, Debt Financing Director

Chandrasahsa Srinivasa, City Clerk

**BOND COUNSEL**

Bryant Miller Olive P.A.

Tampa, Florida

**DISCLOSURE COUNSEL**

GrayRobinson, P.A.

Tampa, Florida

**FINANCIAL ADVISOR**

PFM Financial Advisors LLC

Orlando, Florida

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\*Mr. Montanari resigned effective November 5, 2024 and is term limited. Mr. Muhammad is not seeking re-election. New City Council members will be elected in the November 2024 election.

NO DEALER, BROKER, SALESMAN OR OTHER PERSON HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATION, OTHER THAN AS CONTAINED IN THIS OFFICIAL STATEMENT, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF THE BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE. THE INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT HAS BEEN OBTAINED FROM PUBLIC DOCUMENTS, RECORDS AND OTHER SOURCES CONSIDERED TO BE RELIABLE AND, WHILE NOT GUARANTEED AS TO COMPLETENESS OR ACCURACY, IS BELIEVED TO BE CORRECT. ANY STATEMENTS IN THIS OFFICIAL STATEMENT INVOLVING ESTIMATES, ASSUMPTIONS AND MATTERS OF OPINION, WHETHER OR NOT SO EXPRESSLY STATED, ARE INTENDED AS SUCH AND NOT AS REPRESENTATIONS OF FACT, AND THE CITY EXPRESSLY MAKES NO REPRESENTATION THAT SUCH ESTIMATES, ASSUMPTIONS AND OPINIONS WILL BE REALIZED OR FULFILLED. ANY INFORMATION, ESTIMATES, ASSUMPTIONS AND MATTERS OF OPINION CONTAINED IN THIS OFFICIAL STATEMENT ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE HEREUNDER, SHALL UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY SINCE THE DATE HEREOF.

THE BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE BOND RESOLUTION BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE SECURITIES LAWS OF THE STATES, IF ANY, IN WHICH THE BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN CERTAIN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

THIS OFFICIAL STATEMENT IS BEING PROVIDED TO PROSPECTIVE PURCHASERS IN EITHER BOUND OR PRINTED FORMAT ("ORIGINAL BOND FORMAT") OR IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITES: [WWW.MUNIOS.COM](http://WWW.MUNIOS.COM) AND [WWW.EMMA.MSRB.ORG](http://WWW.EMMA.MSRB.ORG). THIS OFFICIAL STATEMENT MAY BE RELIED ON ONLY IF IT IS IN ITS ORIGINAL BOND FORMAT, OR IF IT IS PRINTED IN ITS ENTIRETY DIRECTLY FROM SUCH WEBSITES. THIS OFFICIAL STATEMENT IS NOT TO BE CONSTRUED AS A CONTRACT BETWEEN THE CITY AND ANY UNDERWRITERS OR SUBSEQUENT PURCHASERS OF THE BONDS.

THIS PRELIMINARY OFFICIAL STATEMENT IS IN A FORM DEEMED FINAL BY THE CITY FOR THE PURPOSE OF RULE 15C2-12 UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, EXCEPT FOR CERTAIN INFORMATION PERMITTED TO BE OMITTED UNDER RULE 15C2-12(B)(1).

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APPENDIX G	Copy of the Development Agreement

**OFFICIAL STATEMENT**  
**Relating to**

\$[\_\_\_\_\_] \*  
**CITY OF ST. PETERSBURG, FLORIDA**  
**Non-Ad Valorem Revenue Bonds,**  
**Series 2024A**  
**(Stadium Project)**

\$[\_\_\_\_\_] \*  
**CITY OF ST. PETERSBURG, FLORIDA**  
**Non-Ad Valorem Revenue Bonds,**  
**Series 2024B**  
**(Stadium Project)**

**INTRODUCTION**

The purpose of this Official Statement of the City of St. Petersburg, Florida (the "City"), which includes the Cover Page, the inside Cover Page and the Appendices hereto, is to furnish information with respect to the \$[\_\_\_\_\_] \* City of St. Petersburg, Florida Non-Ad Valorem Revenue Bonds, Series 2024A (Stadium Project) (the "2024A Bonds") and \$[\_\_\_\_\_] \* City of St. Petersburg, Florida Non-Ad Valorem Revenue Bonds, Series 2024B (Stadium Project) (the "2024B Bonds" and together with the 2024A Bonds, the "Bonds"). The Bonds are being issued pursuant to the authority of and in full compliance with the Constitution and laws of the State of Florida (the "State"), including particularly Chapter 166, Part II, Florida Statutes, Chapter 163, Florida Statutes, the municipal charter of the City, and other applicable provisions of law (the "Act") and pursuant to Resolution No. 2024-296 adopted by the City Council of the City (the "City Council") on July 18, 2024 (the "Authorizing Resolution"), as supplemented by Resolution No. 2024-[\_\_\_\_\_] adopted by the City Council on [October 31], 2024 (the "Supplemental Resolution" and together with the Authorizing Resolution, the "Bond Resolution"). For a complete description of the terms and conditions of the Bonds, reference is made to "APPENDIX C – Form of the Bond Resolution" attached hereto. All information included herein has been provided by the City, except where attributed to other sources. Capitalized terms used in this Official Statement that are not defined herein shall have the meanings ascribed thereto in Bond Resolution.

The 2024A Bonds are being issued, together with other legally available funds, if any, to (i) finance and/or reimburse a portion of the costs of the 2024A Project (as defined herein), and (ii) pay certain costs of issuance of the 2024A Bonds. The 2024B Bonds are being issued, together with other legally available funds, if any, to (i) finance and/or reimburse a portion of the costs of the 2024B Project (as defined herein), and (ii) pay certain costs of issuance of the 2024B Bonds. See "PURPOSE OF THE BONDS" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The Bonds and interest thereon will be payable solely from and secured by a lien on the Pledged Funds, which consist of (i) all legally available revenues of the City other than ad valorem tax revenues ("Non-Ad Valorem Revenues") budgeted and appropriated by the City in accordance with the Bond Resolution and deposited into the Debt Service Fund, and (ii) until applied in accordance with the Bond Resolution, all moneys, including the investments thereof, in the funds and accounts established under the Bond Resolution, with the exception of the Rebate Fund. The City has covenanted and agreed to appropriate in its annual budget, by amendment if necessary, for each Fiscal Year in which the Bonds remain Outstanding, and deposit, not later than 15 days prior to an Interest Date, into the Debt Service Fund, sufficient amounts of Non-Ad Valorem Revenues for the payment of principal of and interest on the Bonds and to make all other payments required thereunder in each such Fiscal Year, subject to the limitations described in the Bond Resolution. THE BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE CITY AS "BONDS" WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, BUT SHALL BE SPECIAL OBLIGATIONS OF THE CITY, PAYABLE SOLELY FROM AND SECURED BY A LIEN UPON AND PLEDGE OF THE PLEDGED FUNDS. NO HOLDER OF ANY BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OR THE USE OF

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\* Preliminary, subject to change.



AD VALOREM TAX REVENUES TO PAY SUCH BOND, FOR THE PAYMENT OF ANY AMOUNTS PAYABLE UNDER THE BOND RESOLUTION, OR IN ORDER TO MAINTAIN ANY SERVICES OR PROGRAMS THAT GENERATE AVAILABLE NON-AD VALOREM REVENUES, OR BE ENTITLED TO PAYMENT OF SUCH BOND FROM ANY MONEYS OF THE CITY EXCEPT FROM THE PLEDGED FUNDS IN THE MANNER PROVIDED IN THE BOND RESOLUTION. SEE "SECURITY FOR THE BONDS" HEREIN.

## **THE PROJECT, PLAN OF FINANCE, ESCROW AGREEMENT AND CONSTRUCTION FUNDS TRUST AGREEMENT**

### **The Project**

The "2024A Project" includes the portion (which is eligible to be funded from the Intown Redevelopment Plan (as hereinafter defined) as of August 2, 2018) of the design, acquisition, construction and equipping of redevelopment infrastructure improvements which may include Brownfield mitigation and remediation, public open space amenities, streetscape improvements, transit infrastructure and improvements and parking improvements all in accordance with plans on file at the offices of the City, as such plans may be modified from time to time. The 2024A Project does not include the design, acquisition, construction and equipping of a stadium.

The "2024B Project" includes the portion (which is eligible to be funded from the Intown Redevelopment Plan following amendments which occurred after August 2, 2018 and prior to the issuance of the 2024B Bonds) of the design, acquisition, construction and equipping of a stadium, two parking garages, other improvements associated therewith which may include open spaces, plazas and paths, public art, on-site parking and Brownfield mitigation and remediation, all in accordance with plans on file at the offices of the City, as such plans may be modified from time to time.

The 2024A Project and the 2024B Project are herein referred to collectively as the "Project."

### **Development and Plan of Finance**

The City entered into a Development and Funding Agreement with Pinellas County, Florida (the "County") and the Rays Stadium Company, LLC ("StadCo") dated July 31, 2024 (the "Development Agreement") whereby the parties agreed to build a new stadium and additional development (the "Stadium and Development Project"). The Project makes up a portion of the Stadium and Development Project. The Development Agreement is attached hereto as Appendix G. The new stadium will be constructed on an approximately 13-acre parcel of property that is currently a portion of the approximately 81-acres known as the "Historic Gas Plant District." Pursuant to the Development Agreement, StadCo will also construct parking garages and certain improvements appurtenant thereto, all as more particularly outlined in the Development Agreement. The new stadium is expected to have a capacity of approximately 30,000 for baseball, with the ability to accommodate more for other events. Construction is expected to begin in first quarter of 2025. The Major League Baseball Club known as the Tampa Bay Rays (the "Rays") will continue to play in the City's existing stadium (Tropicana Field) until the end of its current use agreement with the City. The new stadium is projected to be ready by 2028.

Additionally, pursuant to the terms of the Development Agreement, the County expects to issue bonds, the net proceeds of which will represent the County's contribution to the Project. The County intends to issue bonds in the approximate principal amount of \$[ ] on or about the date the Bonds are delivered by the City. Issuance of bonds by the County is a condition for satisfaction of the Funding Release Date (as hereinafter defined). See "—Escrow Agreement" below and Appendix G attached hereto for more information. The total contribution to the Project resulting from the bond issues of the City and the County described above, together with other legally available funds, equals approximately \$600 million. The remainder of the costs of the Project will be paid by StadCo, including any cost overruns, if any.

The new stadium is part of the larger mixed-use Historic Gas Plant District redevelopment. In addition to a new stadium for the Rays, the development is expected to feature residential units, hotel rooms, office and medical space, retail space and a museum, among other amenities. The redevelopment aims to revitalize the area, offering a blend of residential, commercial, and recreational spaces.

The City also expects to issue Non-Ad Valorem Revenue Bonds, Series 2024C (HGPD Infrastructure Project) (the "2024C Bonds") in the approximate principal amount of \$[\_\_\_\_\_] on or about December [16], 2024. The 2024C Bonds will be issued to finance and/or reimburse the design, acquisition, construction, and equipping of public infrastructure improvements and associated appurtenances and facilities in the Historic Gas Plant District. The 2024C Bonds, if issued, will also be secured by a lien on the Pledged Funds.

### **Escrow Agreement**

Upon the issuance of the Bonds, the City will enter into an Escrow Agreement with U.S. Bank Trust Company, National Association (the "Escrow Agreement"). Pursuant to the Escrow Agreement, after payment of related transaction costs, the City will deposit the remaining proceeds of the 2024A Bonds in the 2024A Escrow Account established therein (the "2024A Escrow Account") and the remaining proceeds of the 2024B Bonds in the 2024B Escrow Account established therein (the "2024B Escrow Account" and together with the 2024A Escrow Account, the "Escrow Accounts"). See "ESTIMATED SOURCES AND USES OF FUNDS" herein. Funds will be held in the Escrow Accounts until the Funding Release Date (as hereinafter defined), at which time all amounts on deposit in the 2024A Escrow Account will be transferred to the 2024A Subaccount in the City Account pursuant to the hereinafter described Construction Funds Trust Agreement (which is the same as the Project Fund pursuant to the Bond Resolution) to be used to pay costs of the 2024A Project and amounts on deposit in the 2024B Escrow Account will be transferred to the 2024B Subaccount in the City Account to be used to pay the costs of the 2024B Project. See "SECURITY FOR THE BONDS – Project Fund" herein for more information.

The proceeds of the Bonds will remain in the Escrow Accounts until the Funding Release Date. "Funding Release Date" means satisfaction of those conditions as described in Section 3.5(a) of the Development Agreement (see Appendix G attached hereto for a complete list), including but not limited to the following:

(i) StadCo has delivered to the City and the County the guaranteed maximum price agreement (the "CMAR Agreement"), the agreement between the architect and StadCo (the "Architect Agreement") and the lump-sum price or guaranteed maximum price agreement between the design-builder and StadCo for design/construction of the parking garages and related improvements (the "Design-Build Agreement");

(ii) StadCo has delivered to the City and the County an updated project budget based upon the seventy-five percent (75%) construction documents for the Stadium and Development Project, the Architect Agreement, the CMAR Agreement, the Design-Build Agreement, and the other construction agreements necessary to commence construction of the Stadium and Development Project;

(iii) StadCo has deposited into an account established pursuant to the Construction Funds Trust Agreement (as hereinafter defined) cash in an amount equal to the remaining portion of the StadCo's contribution as required by the Development Agreement (the "StadCo Contribution Amount") (i.e., the StadCo Contribution Amount less the amounts from the MLB Loan (as hereinafter defined) and any other required Credit Facility(ies));

(iv) StadCo has delivered to the City and the County evidence satisfactory to the City and the County that a credit facility established under pursuant to that certain

Indenture dated as of December 11, 2017, as amended, restated, modified and/or supplemented from time to time, by and among Major League Baseball Fund, LLC, as issuer, Wells Fargo Bank National Association, as indenture trustee and collateral agent, and Bank of America, N.A., as administrative agent has been executed and delivered to MLB and any other applicable persons and that the MLB Loan is immediately available for costs of the Project (the "MLB Loan") has been closed, and all associated documents executed and delivered to Major League Baseball ("MLB") and any other applicable persons, and that the MLB Loan is immediately available for costs of the Project;

(v) StadCo has delivered to the City and the County the fully executed credit agreement(s) for a credit facility (the "Credit Facility") (other than the MLB Loan) for purposes of funding all or any portion of the StadCo Contribution Amount, by and among StadCo and the Rays Baseball Club, LLC ("TeamCo") and the lender or lenders party to the Credit Agreement (the "Credit Agreement(s)"), in form and substance acceptable to the City and the County from the lead lender for each Credit Facility (if a Credit Facility is being extended to TeamCo for purposes of funding a portion of the StadCo Contribution Amount, such Credit Agreement must also be accompanied by evidence satisfactory to the City and the County that the funds from such Credit Facility that are to be used for the purposes of this Agreement will be loaned, contributed or otherwise transferred to StadCo for StadCo to deposit into the StadCo Funds Account as and when such funds are drawn by TeamCo);

(vi) The City has received collateral assignments of the CMAR Agreement, the Design-Build Agreement, the Architect Agreement and all other construction agreements sufficient to allow the City, at its option (subject to certain provisions in the Development Agreement), to assume StadCo's rights thereunder to complete construction of the Stadium and Development Project if it exercises its rights after a termination default;

(vii) The City and the County have approved the most current Stadium and Development Project budget;

(viii) StadCo has provided evidence that it has incurred and paid for at least \$50,000,000 of Stadium and Development Project costs;

(ix) StadCo has delivered to the City and the County the fully executed agreement between StadCo and TeamCo for TeamCo's use of the stadium which is in compliance with the requirements of a Stadium Operating Agreement entered into between the City, the County and StadCo pursuant to which the City grants StadCo occupancy, use, management, operation and other rights with respect to the Stadium and Development Project;

(x) The Construction Funds Trust Agreement has been executed, and

(xi) Certain other conditions as outlined in the Development Agreement have been satisfied, or waived by the City and the County).

It is expected StadCo will obtain the MLB Loan and the Credit Facility on or about [October], 2024 and the [second quarter of 2025], respectively. It is anticipated all conditions to satisfy the Funding Release Date will be satisfied on or about [March 31, 2025\*]. Pursuant to the Development Agreement, if StadCo, the City and/or the County fail to satisfy all of the conditions for the Funding Release Date to occur on or before October 1, 2025, the Development Agreement shall automatically terminate. If the Bonds have been issued and the Funding Release Date conditions have not been satisfied causing automatic termination of the Development Agreement, all funds in the Escrow Accounts will be paid to the City to be used by the

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\* Subject to change.

City to redeem, defease or pay debt service on the Bonds. See "DESCRIPTION OF THE BONDS – Redemption Provisions" herein.

On the Funding Release Date, Bond proceeds in the Escrow Accounts will transfer to the accounts established pursuant to the Construction Funds Trust Agreement.

### **Construction Funds Trust Agreement**

On [\_\_\_\_\_], 2024 the City, the County, StadCo, and U.S. Bank Trust Company, National Association (the "Construction Funds Trustee") and [\_\_\_\_\_] (the "Construction Monitor"), entered into the Construction Funds Trust Agreement for the purposes of administering and distributing funds contributed by the City, the County and StadCo for the Stadium and Development Project. The Development Agreement requires that all amounts necessary to pay the costs of the design, development, construction and furnishing of the Stadium and Development Project be disbursed in accordance with the Construction Funds Trust Agreement. Pursuant to the Construction Funds Trust Agreement, there is established a "City Account," a "County Account," and a "StadCo Account" to hold and disburse funds contributed by the City, the County and StadCo, respectively.

The Construction Funds Trustee has established the 2024A Subaccount (the "2024A Subaccount") and the 2024B Subaccount (the "2024B Subaccount") in the City Account. Amounts deposited in the 2024A Subaccount shall be derived from proceeds of the 2024A Bonds, and interest earnings thereon, and may only be used to pay costs of the 2024A Project. Amounts deposited in the 2024B Subaccount shall be derived from proceeds of the 2024B Bonds, and interest earnings thereon, and may only be used to pay costs of the 2024B Project. Upon certification by StadCo, the City and the County in writing to the Construction Funds Trustee that (a) the Project Completion Date (as defined in Appendix G attached hereto) has occurred and all legally owing Project Costs (as defined in Appendix G attached hereto) have been fully paid, or (b) the Development Agreement has been terminated for any reason, then the Construction Funds Trust Agreement shall be terminated, including the accounts established therein, except for provisions thereof which expressly survive termination, including certain amounts owed pursuant to Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), as implemented by Sections 1.148-0 through 1.148-11 of the Income Tax Regulations.

## **DESCRIPTION OF THE BONDS**

### **General**

The Bonds will be dated the date of delivery, bear interest at the rates per annum set forth on the inside cover page of this Official Statement, payable semiannually on May 1 and November 1 in each year (each an "Interest Date"), commencing May 1, 2025, and mature on November 1 in the years and principal amounts set forth on the inside cover page of this Official Statement.

As further described below, the Bonds will initially be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). For so long as DTC or its nominee, Cede & Co., will be the registered owner of the Bonds, references in this Official Statement to "Registered Owner," "Bondholder" or "Owner of the Bonds" will mean Cede & Co. and will not mean the Beneficial Owner (as defined in Appendix F attached hereto) of the Bonds. The principal of, premium, if any, and interest on the Bonds will be payable to the Beneficial Owners in the manner described under the heading "APPENDIX F – DTC Information" attached hereto. If DTC or its nominee, Cede & Co., is no longer the registered owner of the Bonds, such principal and premium will be payable when due upon presentation and surrender of the Bonds at the designated corporate trust office of the Bond Registrar and Paying Agent (as defined below), and interest will be payable by check or draft mailed by the Bond Registrar and Paying Agent on each interest payment date to the Registered Owners of the Bonds registered as such as of the close of business on the date which is the 15<sup>th</sup> day of the calendar month (whether or not a Business Day) next preceding the

interest payment date. Interest will be computed on the basis of a 360-day year consisting of twelve 30-day months.

U.S. Bank Trust Company, National Association, will serve as initial bond registrar (the "Bond Registrar") and paying agent (the "Paying Agent") for the Bonds.

### **Registration, Transfer and Exchange**

*The provisions set forth under this heading will not be generally applicable while the book-entry only system for the Bonds is in effect. However, in the event that the book-entry only system is discontinued, transfers and exchanges of the Bonds will be accomplished as described below.*

The Bonds, upon surrender thereof at the office of the Bond Registrar with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the Holder thereof or such Holder's attorney duly authorized in writing, may, at the option of the Holder thereof, be exchanged for an equal aggregate principal amount of registered Bonds of the same maturity of any other authorized denominations.

The Bonds issued under the Bond Resolution shall be and have all the qualities and incidents of negotiable instruments under the commercial laws and the Uniform Commercial Code of the State, subject to the provisions for registration and transfer contained in the Bond Resolution and in the Bonds. So long as any of the Bonds shall remain Outstanding, the City shall maintain and keep, at the office of the Bond Registrar, books for the registration and transfer of the Bonds.

Each Bond shall be transferable only upon the books of the City, at the office of the Bond Registrar, under such reasonable regulations as the City may prescribe, by the Holder thereof in person or by such Holder's attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Bond Registrar duly executed and guaranteed by the Holder or such Holder's duly authorized attorney. Upon the transfer of any such Bond, the City shall issue, and cause to be authenticated, in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and series and maturity as the surrendered Bond. The City, the Bond Registrar and any Paying Agent or fiduciary of the City may deem and treat the Person in whose name any Outstanding Bond shall be registered upon the books of the City as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price, if applicable, and interest on, such Bond and for all other purposes, and all such payments so made to any such Holder or upon such Holder's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid and neither the City nor the Bond Registrar nor any Paying Agent or other fiduciary of the City shall be affected by any notice to the contrary.

The Bond Registrar, in any case where it is not also the Paying Agent in respect to the Bonds, forthwith (A) following the fifteenth (15<sup>th</sup>) day prior to an Interest Date; (B) following the fifteenth (15<sup>th</sup>) day next preceding the date of the first mailing of notice of redemption of any Bonds; and (C) at any other time as reasonably requested by the Paying Agent, shall certify and furnish to such Paying Agent the names, addresses and holdings of Bondholders and any other relevant information reflected in the registration books. Any Paying Agent of any fully registered Bond shall effect payment of interest on such Bonds by mailing a check or draft to the Holder entitled thereto or may, in lieu thereof, upon the request and at the expense of such Holder, transmit such payment by bank wire transfer for the account of such Holder.

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the City shall execute and the Bond Registrar shall authenticate and deliver such Bonds in accordance with the provisions of the Bond Resolution. Execution of Bonds in the same manner as is provided in the Bond Resolution for purposes of exchanging, replacing or transferring Bonds may occur at the time of the original delivery of the Bonds. All Bonds surrendered in any such exchanges or transfers shall be held by the Bond Registrar in safekeeping until directed by the City to be canceled by the Bond Registrar. For every such

exchange or transfer of Bonds, the City or the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee, expense or other governmental charge required to be paid with respect to such exchange or transfer. The City and the Bond Registrar shall not be obligated to make any such exchange or transfer of Bonds during the fifteen (15) days next preceding an Interest Date on the Bonds, or in the case of any proposed redemption of Bonds, then during the fifteen (15) days next preceding the date of the first mailing of notice of such redemption and continuing until such redemption date.

**Redemption Provisions**

*Optional Redemption.*

The Bonds maturing on or prior to November 1, 20[ ] are not subject to optional redemption. The Bonds maturing on or after November 1, 20[ ] are subject to redemption prior to maturity, at the option of the City, in whole or in part on any date on or after November 1, 20[ ], and if in part, in such order of maturities and in such amounts as the City shall select and by lot within a maturity, at a Redemption Price equal to 100% of the principal amount to be redeemed, plus accrued interest to the date of redemption, and without premium.

*Mandatory Redemption.*

The 2024A Bonds maturing on November 1, 20[ ] are subject to mandatory redemption or purchase prior to their stated dates of maturity, in part by lot, in such manner as the City may deem appropriate from Amortization Installments deposited by the City in the Bond Amortization Account, at the principal amount thereof, unless purchased pursuant to the operation of such account, plus accrued interest to the redemption date, on November 1 of the years and in the principal amounts, both as set forth below:

Year <u>(November 1)</u>	Amortization <u>Installment</u>
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\*

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\*Final Maturity

The 2024A Bonds maturing on November 1, 20[ ] are subject to mandatory redemption or purchase prior to their stated dates of maturity, in part by lot, in such manner as the City may deem appropriate from Amortization Installments deposited by the City in the Bond Amortization Account, at the principal amount thereof, unless purchased pursuant to the operation of such account, plus accrued interest to the redemption date, on November 1 of the years and in the principal amounts, both as set forth below:

Year  
(November 1)                      Amortization  
Installment

\*

\_\_\_\_\_  
\*Final Maturity

The 2024B Bonds maturing on November 1, 20[ ] are subject to mandatory redemption or purchase prior to their stated dates of maturity, in part by lot, in such manner as the City may deem appropriate from Amortization Installments deposited by the City in the Bond Amortization Account, at the principal amount thereof, unless purchased pursuant to the operation of such account, plus accrued interest to the redemption date, on November 1 of the years and in the principal amounts, both as set forth below:

Year  
(November 1)                      Amortization  
Installment

\*

\_\_\_\_\_  
\*Final Maturity

The 2024B Bonds maturing on November 1, 20[ ] are subject to mandatory redemption or purchase prior to their stated dates of maturity, in part by lot, in such manner as the City may deem appropriate from Amortization Installments deposited by the City in the Bond Amortization Account, at the principal amount thereof, unless purchased pursuant to the operation of such account, plus accrued interest to the redemption date, on November 1 of the years and in the principal amounts, both as set forth below:

Year  
(November 1)                      Amortization  
Installment

\*

\_\_\_\_\_  
\*Final Maturity

*Selection of Bonds to be Redeemed.*

The Bonds shall be redeemed only in the principal amount of \$5,000 each and integral multiples thereof. The City shall, at least sixty (60) days prior to the redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the principal amount of Bonds to be redeemed. For purposes of any redemption of less than all of the Outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected not more than forty-five (45) days prior to the redemption date by the Bond Registrar from the Outstanding Bonds of the maturity or maturities designated by the City by such method as the Bond Registrar shall deem fair and appropriate and which may provide for the selection for redemption of Bonds or portions of Bonds in principal amounts of \$5,000 and integral multiples thereof.

If less than all of the Outstanding Bonds of a single maturity are to be redeemed, the Bond Registrar shall promptly notify the City and Paying Agent (if the Bond Registrar is not the Paying Agent for such Bonds) in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Notice of Redemption.

Unless waived by any Holder of Bonds to be redeemed, notice of any redemption made pursuant to the Bond Resolution shall be given by the Bond Registrar on behalf of the City by mailing a copy of an official redemption notice by registered or certified mail at least 30 days and not more than 60 days prior to the date fixed for redemption to each Holder of Bonds to be redeemed at the address of such Holder shown on the registration books maintained by the Bond Registrar or at such other address as shall be furnished in writing by such Holder to the Bond Registrar; provided, however, that no defect in any notice given pursuant to the Bond Resolution to any Holder of Bonds to be redeemed nor failure to give such notice shall in any manner defeat the effectiveness of a call for redemption as to all other Holders of Bonds to be redeemed.

A notice of redemption may be contingent upon the occurrence of certain conditions and if such conditions do not occur, the notice will be deemed rescinded and of no force or effect. A notice of redemption may also be subject to rescission in the discretion of the City; provided that such notice of such rescission shall be mailed to all affected Holders no later than three Business Days prior to the date of redemption.

Payment of Redeemed Bonds.

Notice of redemption having been given substantially as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, subject to any conditions to such redemption set forth in the notice of redemption, on the redemption date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the City shall default in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar and/or Paying Agent at the appropriate Redemption Price, plus accrued interest. All Bonds which have been redeemed shall be canceled by the Bond Registrar and shall not be reissued.

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**ESTIMATED SOURCES AND USES OF FUNDS**

It is estimated that proceeds received from the sale and delivery of the Bonds will be used as follows:

	<u>2024A Bonds</u>	<u>2024B Bonds</u>	<u>Total</u>
<b><u>SOURCES OF FUNDS:</u></b>			
Principal Amount	\$ _____	\$ _____	\$ _____
[Net] Original Issue Premium/Discount	_____	_____	_____
<b>Total Sources:</b>	\$ _____	\$ _____	\$ _____
<b><u>USES OF FUNDS:</u></b>			
Deposit to 2024A Escrow Fund <sup>(1)</sup>	\$ _____	\$ _____	\$ _____
Deposit to 2024B Escrow Fund <sup>(1)</sup>	_____	_____	_____
Costs of Issuance <sup>(2)</sup>	_____	_____	_____
<b>Total Uses:</b>	\$ _____	\$ _____	\$ _____

(1) See "THE PROJECT, PLAN OF FINANCE, ESCROW AGREEMENT AND CONSTRUCTION FUNDS TRUST AGREEMENT" herein.

(2) Includes Underwriters' Discount, legal fees, financial advisory fees, printing costs, rating agency fees and other costs of issuance of the Bonds.

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**DEBT SERVICE SCHEDULE**

The following table sets forth the aggregate annual debt service requirements with respect to the Bonds:

Year Ending 11/1	<u>2024A Bonds</u>			<u>2024B Bonds</u>			Total Debt Service
	Principal	Interest	Debt Service	Principal	Interest	Debt Service	
2025							
2026							
2027							
2028							
2029							
2030							
2031							
2032							
2033							
2034							
2035							
2036							
2037							
2038							
2039							
2040							
2041							
2042							
2043							
2044							
2045							
2046							
2047							
2048							
2049							
2050							
2051							
2052							
2053							
2054							
<b>TOTAL</b>							

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## SECURITY FOR THE BONDS

### General

The Bonds and the interest thereon are payable solely from and secured by a lien on and pledge of the Pledged Funds which consist of (1) Non-Ad Valorem Revenues budgeted and appropriated by the City in accordance with the Bond Resolution and deposited into the Debt Service Fund and (2) until applied in accordance with the provisions of the Bond Resolution, all moneys, including the investment thereof, in the funds and accounts established under the Bond Resolution, with the exception of the Rebate Fund. The City has covenanted and agreed to appropriate in its annual budget, by amendment if necessary, for each Fiscal Year in which the Bonds remain Outstanding, and deposit into the Debt Service Fund, no later than 15 days prior to an Interest Date, sufficient amounts of Non-Ad Valorem Revenues for the payment of principal of and interest on the Bonds and to make all other payments required thereunder in each such Fiscal Year, subject to the limitations described in the Bond Resolution.

### Limited Obligations

**THE BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE CITY AS "BONDS" WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, BUT SHALL BE SPECIAL OBLIGATIONS OF THE CITY, PAYABLE SOLELY FROM AND SECURED BY A LIEN UPON AND PLEDGE OF THE PLEDGED FUNDS. NO HOLDER OF ANY BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OR THE USE OF AD VALOREM TAX REVENUES TO PAY SUCH BOND, FOR THE PAYMENT OF ANY AMOUNTS PAYABLE UNDER THE BOND RESOLUTION, OR IN ORDER TO MAINTAIN ANY SERVICES OR PROGRAMS THAT GENERATE AVAILABLE NON-AD VALOREM REVENUES, OR BE ENTITLED TO PAYMENT OF SUCH BOND FROM ANY MONEYS OF THE CITY EXCEPT FROM THE PLEDGED FUNDS IN THE MANNER PROVIDED IN THE BOND RESOLUTION.**

### Project Fund

The City covenanted and agreed in the Bond Resolution to establish a separate fund to be known as the Project Fund, and within the Project Fund two sub-accounts: the "2024A Subaccount" and the "2024B Subaccount." The Project Fund and the sub-accounts therein shall be used only for the payment of the costs of the 2024A Project and the 2024B Project, respectively. Moneys in the Project Fund and the sub-accounts therein, until applied in payment of any item of the costs of the Project in accordance with the provisions of the Bond Resolution, shall be held in trust by the City and shall be subject to a lien and charge in favor of the Holders of the Bonds and for the further security of such Bondholders.

See "THE PROJECT, PLAN OF FINANCE, ESCROW AGREEMENT AND CONSTRUCTION FUNDS TRUST AGREEMENT – Escrow Agreement" herein for more information.

### Funds and Accounts

Pursuant to the Bond Resolution, the City will establish a separate fund to be known as the "City of St. Petersburg, Florida Non-Ad Valorem Revenue Bonds, Series 2024 Debt Service Fund" (the "Debt Service Fund"). The City will maintain in the Debt Service Fund three accounts: the "Interest Account," the "Principal Account" and the "Bond Amortization Account." Moneys in the aforementioned fund and accounts, until applied in accordance with the provisions of the Bond Resolution, are subject to a lien and charge in favor of the Holders of the Bonds and for the further security of such Holders.

## **Flow of Funds**

Pursuant to the Bond Resolution, Non-Ad Valorem Revenues appropriated for such purpose must be deposited or credited no later than 15 days prior to an Interest Date, in the following manner:

(a) Interest Account. The City shall deposit into or credit to the Interest Account the sum which, together with the balance in said account, shall be equal to the interest on the Bonds accrued and unpaid and to accrue on such Interest Date. Moneys in the Interest Account shall be used to pay interest on the Bonds as and when the same become due, whether by redemption or otherwise, and for no other purpose.

(b) Principal Account. The City shall deposit into or credit to the Principal Account the sum which, together with the balance in said account, shall equal the portion of the principal of Bonds next due. Moneys in the Principal Account shall be used to pay the principal of the Bonds as and when the same shall mature, and for no other purpose.

(c) Bond Amortization Account. The City shall deposit into or credit to the Bond Amortization Account the sum which, together with the balance in said account, shall equal the portion of the Amortization Installments of the Bonds next due. Moneys in the Bond Amortization Account shall be used to purchase or redeem Term Bonds in the manner provided in the Bond Resolution, and for no other purpose. Payments to the Bond Amortization Account shall be on a parity with payments to the Principal Account.

On the date established for payment of any principal of, Amortization Installment or Redemption Price, if applicable, or interest on, the Bonds, the City shall withdraw from the appropriate account of the Debt Service Fund sufficient moneys to pay such principal or Redemption Price, if applicable, or interest and deposit such moneys with the Paying Agent for the Bonds to be paid.

## **Investments**

The Project Fund and the Debt Service Fund shall be continuously secured in the manner by which the deposit of public funds are authorized to be secured by the laws of the State. Moneys on deposit in the Project Fund and the Debt Service Fund may be invested and reinvested in Permitted Investments maturing not later than the date on which the moneys will be needed. Subject to setting aside sufficient moneys in the Rebate Fund or elsewhere, from Non-Ad Valorem Revenues or other legally available funds of the City, to timely pay the Rebate Amount to the United States of America, any and all income received by the City from the investment of moneys in the Project Fund and the Debt Service Fund shall be retained in such respective fund or account unless otherwise required by applicable law.

Pursuant to the Development Agreement and the Construction Funds Trust Agreement, any interest or investment earnings earned in the Escrow Accounts, City Accounts or the Project Fund which are not required to be paid to the Federal government as rebate or yield reduction payments shall be used for the costs of the Project.

## **Covenant to Budget and Appropriate**

In the Bond Resolution, the City has covenanted and agreed to appropriate in its annual budget, by amendment if necessary, for each Fiscal Year in which the Bonds remain Outstanding, and deposit, no later than 15 days prior to an Interest Date, into the Debt Service Fund, sufficient amounts of Non-Ad Valorem Revenues for the payment of principal of and interest on the Bonds and to make all other payments required under the Bond Resolution in each such Fiscal Year. Such covenant and agreement on the part of the City shall be cumulative and shall continue and carry over from Fiscal Year to Fiscal Year until all payments of

principal of and interest on the Bonds shall have been budgeted, appropriated, deposited and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided in the Bond Resolution. The City agreed that the covenant and agreement would be deemed to be entered into for the benefit of the Holders of the Bonds and that the obligation may be enforced in a court of competent jurisdiction. Notwithstanding the foregoing or any provision of the Bond Resolution to the contrary, the City has not covenanted to maintain any services or programs now maintained or provided by the City, including those programs and services which generate Non-Ad Valorem Revenues. Other than the anti-dilution test described below, the covenant and agreement shall not be construed as a limitation on the ability of the City to pledge all or a portion of such Non-Ad Valorem Revenues or to covenant to budget and appropriate Non-Ad Valorem Revenues for other legally permissible purposes. Nothing in the Bond Resolution shall be deemed to pledge Ad Valorem Revenues or to permit or constitute a mortgage or lien upon any assets owned by the City and no Holder of Bonds or other Person may compel the levy of ad valorem taxes on real or personal property within the boundaries of the City for the payment of the City's obligations under the Bond Resolution.

However, this covenant to budget and appropriate in its annual budget for the purposes and in the manner stated in the Bond Resolution has the effect of making available for the payment of the Bonds the Non-Ad Valorem Revenues of the City in the manner provided in the Bond Resolution and placing on the City a positive duty to appropriate and budget, by amendment if necessary, amounts sufficient to meet its obligations hereunder; subject, however, in all respects to the restrictions of Section 166.241, Florida Statutes, insofar as there are not sufficient Non-Ad Valorem Revenues to comply with such covenant after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirements for essential governmental services of the City. The obligation of the City to make such payments from its Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of any of such Non-Ad Valorem Revenues and funding requirements for essential public purposes affecting health, welfare and safety of the inhabitants of the City. The City has previously and, subject to the Bond Resolution, may hereafter provide a covenant to budget and appropriate Non-Ad Valorem Revenues or pledge all or a portion of any of such Non-Ad Valorem Revenues to provide for the payment of obligations (including debt obligations) incurred by the City. No priority of payment among such obligations is established by the provision of a covenant to budget and appropriate Non-Ad Valorem Revenues for the payment thereof.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues until such funds are deposited in the Debt Service Fund established pursuant to the Bond Resolution, nor, subject to satisfaction of certain conditions in the Bond Resolution, does it preclude the City from pledging in the future or covenanting to budget and appropriate in the future its Non-Ad Valorem Revenues, nor does it require the City to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Holders of the Bonds a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the City. The payment of the debt service of all of the Bonds issued pursuant to the Bond Resolution shall be secured forthwith equally and ratably by a pledge of and a lien upon the Pledged Funds, as now or hereafter constituted. The City irrevocably pledged pursuant to the Bond Resolution such Pledged Funds to the payment of the principal of and interest on the Bonds issued pursuant to the Bond Resolution, and the City irrevocably agreed to the deposit of Non-Ad Valorem Revenues into the Debt Service Fund at the times provided of the sums required to make payments required under the Bond Resolution, and the payment of the principal of and interest thereon when due. The Pledged Funds shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City.

Until applied in accordance with the Bond Resolution, the Non-Ad Valorem Revenues deposited by the City in the Debt Service Fund and other amounts on deposit from time to time in the funds and

accounts established pursuant to the Bond Resolution, plus any earnings thereon, shall be pledged to the repayment of the Bonds.

The obligation of the City to make payments on the Bonds from its Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues. See "GENERAL INFORMATION REGARDING NON-AD VALOREM REVENUES – Debt With a Covenant to Budget and Appropriate Revenues" herein. In addition, such obligation is subject to the funding requirements for essential public purposes affecting health, welfare and safety of the inhabitants of the City. Subject to compliance with the anti-dilution test provided in the Bond Resolution, the City may hereafter provide a covenant to budget and appropriate Non-Ad Valorem Revenues or pledge all or a portion of such Non-Ad Valorem Revenues to provide for the payment of obligations (including debt obligations) incurred by the City. No priority of payment among such obligations is established by the provision of a covenant to budget and appropriate Non-Ad Valorem Revenues for the payment thereof.

### **Anti-Dilution Test**

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

For purposes of calculating maximum annual debt service if the terms of the Debt are such that interest thereon for any future period of time is to be calculated at a rate which is not then susceptible of precise determination ("Variable Rate Debt"), interest on such Variable Rate Debt shall be computed as follows: (i) if the principal amount of Variable Rate Debt (including any Variable Rate Debt proposed to be incurred) is less than or equal to 25% of the principal amount of all Debt (including the Debt proposed to be incurred), an interest rate equal to the higher of 12% per annum or The Bond Buyer 40 Index shall be assumed; or (ii) if the principal amount of Variable Rate Debt (including any Variable Rate Debt proposed to be incurred) is more than 25% of the principal amount of all Debt (including the Debt proposed to be incurred), the maximum rate which could be borne by such Variable Rate Debt shall be assumed. The City does not have any Variable Rate Debt currently Outstanding.

For purposes of calculating maximum annual debt service, balloon indebtedness shall be assumed to amortize in up to 30 years (from the date of calculation) on a level debt service basis. In the event that the City is required to fund a reserve fund, the funding of such reserve fund shall be included in the calculation of debt service. For purposes of this paragraph, "balloon indebtedness" includes indebtedness if 25% or more of the principal amount thereof comes due in any one year.

The City may become, a party to certain other resolutions and/or other agreements which contain similar anti-dilution tests to the Anti-Dilution Test described herein and set forth in the Bond Resolution and that must be complied with prior to the issuance of any such additional debt.

## **GENERAL INFORMATION REGARDING NON-AD VALOREM REVENUES**

### **General**

The City generally receives two primary sources of revenue: ad valorem taxes and non-ad valorem revenues. Ad valorem taxes may not be pledged for the payment of debt obligations of the City maturing more than twelve months from the date of issuance thereof without approval of the electorate of the City.

*The ad valorem tax revenues of the City are not pledged as security for the payment of the Bonds and the City is not obligated to budget and appropriate ad valorem tax revenues for the payment of the Bonds.*

The Bonds are payable from Pledged Funds which includes Non-Ad Valorem Revenues budgeted, appropriated and deposited by the City for such purpose as described herein, and are not payable from ad valorem taxation. However, the ability of the City to covenant to budget and appropriate sufficient amounts of Non-Ad Valorem Revenues is subject to a variety of factors, including the obligation of the City to provide governmental services and the provisions of Florida law which require the City to have a balanced budget.

Although the Bonds are not payable from ad valorem taxation, approximately 46% of the City's governmental funds revenues come from ad valorem taxes. To the extent that the future collection of ad valorem tax revenues is adversely affected, a larger portion of Non-Ad Valorem Revenues would be required to balance the budget and provide governmental services.

The City is permitted by the Florida Constitution to levy ad valorem taxes at a rate of up to \$10 per \$1,000 of taxable assessed valuation for general governmental expenditures. The General Fund ad valorem tax millage rate for the Fiscal Year ending September 30, 2025 is \$6.4525 per \$1,000. The City is also permitted by the Florida Constitution to levy ad valorem taxes above the \$10 per \$1,000 cap to pay debt service on general obligation long-term debt if approved by a voter referendum. Currently, the City does not have any outstanding general obligation debt.

Non-Ad Valorem Revenues of the City may be pledged or applied, subject to certain limitations disclosed herein, for the payment of debt obligations of the City. Such Non-Ad Valorem Revenues include a broad category of revenues, including, but not limited to, revenues received from the federal and state governments, investment income and income produced from certain services and facilities of the City, as described below.

Portions of Non-Ad Valorem Revenues have been, and may subsequently be, pledged to secure debt issued by the City. Any such debt is or will be payable from such specific Non-Ad Valorem Revenues prior to payment of debt service on the Bonds. See the section "-- Debt of City Secured by Non-Ad Valorem Revenues" below for a description of other obligations that must be satisfied prior to the payment of debt service on the Bonds. Amounts in particular categories of Non-Ad Valorem Revenues may increase or decrease in the future due to factors within or outside of the control of the City. Certain categories may cease to exist altogether and new sources may come about from time to time.

The Florida Department of Financial Services ("FDPS") has developed, as part of the Uniform Accounting System Manual's Chart of Accounts, six major categories of local government revenues: taxes; permits, fees and special assessments; intergovernmental revenues; charges for services; judgments, fines and forfeitures; and miscellaneous revenues. Using such categories as a guide, the following describes the sources of the City's Non-Ad Valorem Revenues and outlines the City's classification of such Non-Ad Valorem Revenues:

## **Taxes**

### Public Service Tax Revenues

The "Public Service Tax" is imposed by the City pursuant to the Constitution of the State and Section 166.231, Florida Statutes, and other applicable provisions of law. Florida law authorizes any municipality in the State to levy a utilities tax on the purchase within such municipality of electricity,

metered natural gas, liquefied petroleum gas either metered or bottled, manufactured gas either metered or bottled, and water service. Services competitive with those enumerated in the previous sentence, as defined by ordinance, shall be taxed on a comparable base at the same rates. However, fuel oil shall be taxed at a rate not to exceed 4 cents per gallon. The City has levied a utilities tax on the purchase of electricity, metered or bottled gas and water service at a rate of ten percent (10%) of the charge made by the seller of such service or commodity and four cents (\$.04) per gallon upon every purchase of fuel oil.

Florida law provides that a municipality may exempt from the utilities tax the first 500 kilowatts of electricity per month purchased for residential use, metered or bottled gas or fuel oil for agricultural purposes, purchases of electricity, natural gas, liquefied petroleum gas or manufactured gas by industrial customers for use in industrial manufacturing or processing facilities in the municipality and electrical energy used in a facility located in a designated enterprise zone. The City has not adopted any such exemptions. The City exempts purchases used exclusively for church purposes by any recognized church in the State. Additional statutory exemptions are accorded to purchases for resale or for use as fuel in the generation of electricity, or the purchase of fuel oil or kerosene for use as an aircraft engine fuel or propellant or for use in internal combustion engines.

The utilities tax shall not be applied against any fuel adjustment charge. The term "fuel adjustment charge" means all increases in the cost of utility services to the ultimate consumer resulting from an increase in the cost of fuel to the utility subsequent to October 1, 1973.

The utilities tax must be collected by the seller from purchasers at the time of sale and remitted to the City on a monthly basis. Taxes on most utility services are separately itemized on the bill rendered to customers, but separate disclosure is not required. A failure by a consumer to pay that portion of the bill attributable to the utilities tax may result in a suspension of the service involved in the same fashion as the failure to pay that portion of the bill attributable to the particular utility service.

The City, in accordance with Section 166.231, Florida Statutes, has imposed a utilities tax of ten percent (10%) on the purchase of water, gas and electricity pursuant to Ordinance No. 564-G, enacted by the City Council on November 7, 2002, as amended (the "Public Service Tax").

The amount of Public Service Tax received by the City may fluctuate as the price of water, gas and/or electricity and the other services subject to the Public Service Tax fluctuates and a sustained increase in the price thereof may have an adverse effect on the amount of Public Service Tax collected.

See "—Debt of City Secured by Non-Ad Valorem Revenues" herein for more information about outstanding debt of the City secured by Public Service Tax revenues.

#### Communications Services Tax Revenues

The Communications Services Tax Simplification Act, enacted by Chapter 2000-260, Laws of Florida, as amended by Chapter 2001-140, Laws of Florida, and now codified in part as Chapter 202, Florida Statutes (the "CSTA") established, effective October 1, 2001, a local communications services tax on the sale of communications services as defined in Section 202.11, Florida Statutes, and as of the same date repealed Section 166.231(9), Florida Statutes, which previously granted municipalities the authority to levy a utility services tax on the purchase of telecommunications services. See "DESCRIPTION OF NON-AD VALOREM REVENUES -- Taxes – Public Service Tax Revenues" above. The City has imposed the local communications services tax at a rate of 6.22%. The rate includes the 0.60% add-on permitted by Section 337.401, Florida Statutes, and established by the City for waiving the right to collect permit fees for the use of the rights-of-way by communications providers.



The proceeds of the local communications services tax, less Florida Department of Revenue's ("FDOR") cost of administration which may not exceed 1% of the total tax generated, are deposited in the Local Communications Services Tax Clearing Trust Fund (the "CST Trust Fund") and distributed monthly to the appropriate jurisdiction. The local communications services tax revenues received by the City are deposited into the City's General Fund and may be used for any public purpose. The revenues that are received by the City from such communications services tax which derive from the CST Trust Fund created with the FDOR pursuant to Section 202.193, Florida Statutes, may be pledged for the repayment of current or future bonded indebtedness.

One effect of the CSTA was to replace the former utilities tax on telecommunications, including pre-paid calling arrangements, as well as any revenues from franchise fees on cable and telecommunications service providers and permit fees relating to placing or maintaining facilities in rights-of-way collected from providers of certain telecommunications services, with the local communications services tax. This change in law was intended to be revenue neutral to the counties and municipalities. The communications services tax applies to a broader base of communications services than the former utilities tax on telecommunications.

The local communications services tax applies to the purchase of "communications services" which originated or terminated within the City, with certain exemptions described below. "Communication services" under the CSTA are defined as the transmission, conveyance, or routing of voice, data, audio, video, or any other information or signals, including cable services, to a point, or between or among points, by or through any electronic, radio, satellite, cable, optical, microwave, or other medium or method now in existence or hereafter devised, regardless of the protocol used for such transmission or conveyance. The term does not include:

- (a) Information services.
- (b) Installation or maintenance of wiring or equipment on a customer's premises.
- (c) The sale or rental of tangible personal property.
- (d) The sale of advertising, including, but not limited to, directory advertising.
- (e) Bad check charges.
- (f) Late payment charges.
- (g) Billing and collection services.
- (h) Internet access service, electronic mail service, electronic bulletin board service, or similar on-line services.

While such services have historically been taxed if the charges for such services are not stated separately from the charges for communications services, on a customer's bill, providers now have the ability to exclude such services from the tax if they can be reasonably identified from the selling dealer's books and records kept in the regular course of business. The dealer may support the allocation of charges with books and records kept in the regular course of business covering the dealer's entire service area, including territories outside of Florida.

The sale of communications services to (i) the federal government, or any instrumentality or agency thereof, or any entity that is exempt from state taxes under federal law, (ii) the State or any county, municipality or political subdivision of the State when payment is made directly to the dealer by the governmental entity, and (iii) any home for the aged or educational institution (which includes state tax-supported and nonprofit private schools, colleges and universities and nonprofit libraries, art galleries and museums, among others) or religious institutions (which include, but are not limited to, organizations having an established physical place for worship at which nonprofit religious services and activities are regularly conducted) that is exempt from federal income tax under Section 501(c)(3) of the Code, are exempt from the local communications services tax.

The CSTA provides that, to the extent that a provider of communications services is required to pay to a local taxing jurisdiction a tax, charge, or other fee under any franchise agreement or ordinance with respect to the services or revenues that are also subject to the local communications services tax, such provider is entitled to a credit against the amount of such local communications services tax payable to the State in the amount of such tax, charge, or fee with respect to such service or revenues. The amount of such credit is deducted from the amount that such local taxing jurisdiction is entitled to receive under Section 202.18(3), Florida Statutes. However, the City does not impose any such fees or charges on communications services providers.

Under the CSTA, local governments must work with the FDOR to properly identify service addresses to each municipality and county. If a jurisdiction fails to provide the FDOR with accurate service address information, the local government risks losing tax proceeds that it should properly receive. The City believes it has provided the FDOR with all information that the FDOR has requested as of the date hereof and that such information is accurate.

Providers of communications services collect the local communications services tax and may deduct 0.75% as a collection fee (or 0.25% in the case of providers who do not employ an enhanced zip code database or a data base that is either supplied or certified by the FDOR). The communications services providers remit the remaining proceeds to the FDOR for deposit into the CST Trust Fund. The FDOR then makes monthly contributions from the CST Trust Fund to the appropriate local governments after deducting up to 1% of the total revenues generated as an administrative fee.

The amount of local communications services tax revenues received by the City is subject to increase or decrease due to (i) increases or decreases in the dollar volume of taxable sales within the City, (ii) legislative changes, and/or (iii) technological advances which could affect consumer preferences. The amount of the local communications services tax revenues collected within the City may be adversely affected by de-annexation. Such de-annexation would decrease the number of addresses contained within the City. At this time there are no de-annexations anticipated within the City.

The Florida Legislature passed House Bill 7063 during its 2023 session ("HB 7063") which went into effect on July 1, 2023. Among other things, HB 7063 requires that any local communications services tax rate in effect as of January 1, 2023 cannot be increased before January 1, 2026. The City does not expect HB 7063 will have an adverse impact on its ability to pay debt service on the Bonds.

#### Business Tax Revenues

The "Business Tax" (formerly called the "Occupational License Tax") includes the business taxes levied and collected by the City pursuant to Chapter 205, Florida Statutes, and Ordinance 401-H enacted by the City Council on November 7, 2019. Section 205.042, Florida Statutes, authorizes the City to levy "a business tax for the privilege of engaging in or managing any business, profession, or occupation within its jurisdiction." The Business Tax may be levied on:

- (1) Any person who maintains a permanent business location or branch office within the municipality, for the privilege of engaging in or managing any business within its jurisdiction.
- (2) Any person who maintains a permanent business location or branch office within the municipality, for the privilege of engaging in or managing any profession or occupation within its jurisdiction.

(3) Any person who does not qualify under subsection (1) or subsection (2) and who transacts any business or engages in any occupation or profession in interstate commerce, if the Business Tax is not prohibited by the United States Constitution.

All Business Tax receipts are issued for payment by the City are due and payable on or before September 30 of each year. Each Business Tax receipt expires on September 30 of the succeeding year. Business Tax receipts that are not renewed when due and payable are delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each subsequent month of delinquency until paid. However, the total delinquency penalty may not exceed 25% of the Business Tax for the delinquent establishment.

Any person who engages in or manages any business, occupation, or profession without first paying the required Business Tax, is subject to a penalty of 25% of the tax due, in addition to any other penalty provided by law or ordinance. Any person who engages in any business, occupation, or profession covered by Chapter 205, Florida Statutes, who does not pay the required Business Tax within 150 days after the initial notice of tax due, and who does not obtain the required Business Tax receipt, is subject to civil actions and penalties, including court costs, reasonable attorneys' fees, additional administrative costs incurred as a result of collection efforts, and a penalty of up to \$250.

Chapter 205, Florida Statutes, provides that the City may only increase by ordinance the rates of Business Taxes every other year by up to 5%. The increase, however, may be enacted only by a majority plus one vote of Commission.

In past sessions of the Florida Legislature, legislation has been introduced that, had it been enacted, could have reduced the amount of Business Taxes to be collected by the City. Such proposed legislation was not passed. No assurance can be given that similar legislation will not be re-introduced in the future.

## **Permits, Fees and Special Assessments**

### *Electric Franchise Fee Revenues*

The City imposes an Electric Franchise Fee imposed upon and collected from Duke Energy Corporation ("Duke") (formerly Florida Power Corporation) pursuant to Ordinance No. 238-G, enacted by the City Council on August 1, 1996, as amended (the "Electric Franchise Fee Ordinance"), whereby the City granted to Duke, a thirty-year electric franchise (expiring in 2026). The Electric Franchise Fee Ordinance does not provide for an option to renew the franchise, and any extension or renewal is subject to negotiation between the City and Duke. The City and Duke have had initial discussions, but formal negotiations have not yet begun. Under the Electric Franchise Fee Ordinance, Duke is required to pay the City a percentage of the revenues derived from the sale of electrical energy to residential and commercial customers within the corporate limits of the City. The Electric Franchise Fee Ordinance provides that commencing on the first day of the second month after the effective date, and each month thereafter for the remainder of the term of the franchise, Duke, its successors and assigns, shall pay to the City and its successors an amount equal 6% of Duke's revenues from the sale of electricity, net of customer credits, to residential, commercial and industrial customers and City sponsored streetlighting all within the corporate limits of the City.

The Electric Franchise Fee described above, unless renewed, expires prior to the final maturity of the Bonds. There can be no assurance that replacement or extensions of such franchises will be extended.

### Gas Franchise Fee Revenues

The City imposes a Gas Franchise Fee imposed upon and collected from Peoples Gas System, a division of Tampa Electric Company ("Peoples Gas System") pursuant to Ordinance No. 224-H, enacted by the City Council on April 7, 2016, as amended (the "Gas Franchise Fee Ordinance"), whereby the City granted to Peoples Gas System, a fifteen-year gas franchise. The Gas Franchise Fee Ordinance does not provide for an option to renew the franchise, and any extension or renewal is subject to negotiation between the City and Peoples Gas System. Under the Gas Franchise Fee Ordinance, Peoples Gas System is required to pay the City a percentage of the revenues derived from the sale of natural gas to residential and commercial customers within the corporate limits of the City. The Gas Franchise Fee Ordinance provides that commencing on the effective date, Peoples Gas System shall pay to the City and its successors an amount equal 6% of Peoples Gas System's gross revenues derived from the sale, delivery, distribution and transportation of gas to customers located within the corporate limits of the City, less any adjustments for uncollectable accounts.

The Gas Franchise Fee described above, unless renewed, expires prior to the final maturity of the Bonds. There can be no assurance that replacement or extensions of such franchises will be extended.

### **Intergovernmental Revenues**

#### General

All revenues received by a local unit from federal, state, and other local government sources in the form of grants, shared revenues, payments in lieu of taxes and payments in lieu of franchise fees would be included in the intergovernmental revenues category. The category can be further classified into eight subcategories: federal grants, federal payments in lieu of taxes ("PILOT"), state grants, state shared revenues, state PILOT, if any, local grants, local shared revenues, and local PILOT. If a particular grant is funded from separate intergovernmental sources, then the revenue is recorded proportionately. The largest component is the Local Government Half-Cent Sales Tax.

#### Half-Cent Sales Tax Revenues

Chapter 218, Part VI, Florida Statutes (the "Sales Tax Act"), authorizes the levy and collection by the State of a sales tax upon, among other things, the sales price of each item or article of tangible personal property sold at retail in the State, subject to certain exceptions and dealer allowances. In 1982, the Florida Legislature created the Local Government Half-Cent Sales Tax Program (the "Half-Cent Sales Tax Program") which distributes a portion of the sales tax revenue and money from the State's General Revenue Fund to counties and municipalities that meet strict eligibility requirements. In 1982, when the Half-Cent Sales Tax Program was created, the general rate of sales tax in the State was increased from 4% to 5%, and one-half of the fifth cent was devoted to the Half-Cent Sales Tax Program, thus giving rise to the name "Half-Cent Sales Tax." Although the amount of sales tax revenue deposited into the Half-Cent Sales Tax Program is no longer one-half of the fifth cent of every dollar of the sales price of an item subject to sales tax, the name "Half-Cent Sales Tax" has continued to be utilized. As of October 1, 2001, the Half-Cent Sales Tax Trust Fund began receiving a portion of certain taxes imposed by the State on communications services pursuant to Chapter 202, Florida Statutes. Accordingly, moneys distributed from the Half-Cent Sales Tax Trust Fund now consist of funds derived from both general sales tax proceeds and certain taxes imposed on the sales of communications services required to be deposited into the Half-Cent Sales Tax Trust Fund. See "—Proposed Legislation" below regarding legislation which could have an impact on revenues received from communications services.

The Half-Cent Sales Tax is collected on behalf of the State by businesses at the time of sale at retail, use, consumption, or storage for use or consumption, of taxable property and remitted to the State on a monthly basis. The Sales Tax Act provides for penalties and fines, including criminal prosecution, for non-compliance with the provisions thereof.

The general rate of sales tax in the State is currently 6%. Section 212.20, Florida Statutes, provides for the distribution of 8.9744%, reduced by 0.1%, of sales tax revenues to the Half-Cent Sales Tax Clearing Trust Fund (the "Half-Cent Sales Tax Trust Fund"), after providing for certain transfers to the State's General Fund. Such amount deposited in the Half-Cent Sales Tax Trust Fund is earmarked for distribution to the governing body of such county and each participating municipality within that county pursuant the following distribution formula:

$$\begin{array}{l}
 \text{County Share} \\
 \text{(percentage of total Half-Cent} \\
 \text{Sales Tax receipts)}
 \end{array}
 =
 \frac{\text{unincorporated area population}}{\text{total county population}}
 +
 \frac{2/3 \text{ incorporated area population}}{2/3 \text{ incorporated area population}}$$
  

$$\begin{array}{l}
 \text{Municipality Share} \\
 \text{(percentage of total Half-Cent} \\
 \text{Sales Tax receipts)}
 \end{array}
 =
 \frac{\text{municipality population}}{\text{total county population}}
 +
 \frac{2/3 \text{ incorporated area population}}{2/3 \text{ incorporated area population}}$$

For purposes of the foregoing formula, "population" is based upon the latest official State estimate of population certified prior to the beginning of the local government fiscal year. Should the City annex any area or should any area of the City de-annex from the City, the share of the Half-Cent Sales Tax received by the City would be respectively increased or decreased according to the foregoing formula. The City's distribution percentage is approximately 18% of the total Half-Cent Sales Tax receipts within the County.

The Half-Cent Sales Tax is distributed from the Half-Cent Sales Tax Trust Fund on a monthly basis to participating units of local government in accordance with the Sales Tax Act and is deposited by the City into the City's General Fund. The Sales Tax Act permits the City to pledge its share of the Half-Cent Sales Tax for the payment of principal of and interest on any capital project.

To be eligible to participate in the Half-Cent Sales Tax Program, each municipality and county is required to have satisfied the Eligibility Requirements (defined below). The City must have:

- (i) reported its finances for its most recently completed fiscal year to the Department of Financial Services as required by Florida law;
- (ii) made provisions for annual post audits of financial accounts in accordance with provisions of law;
- (iii) levied, as shown on its most recent financial report, ad valorem taxes, exclusive of taxes levied for debt service or other special millages authorized by the voters, to produce the revenue equivalent to a millage rate of 3 mills on the dollar based upon 1973 taxable values or, in order to produce revenue equivalent to that which would otherwise be produced by such 3 mill ad valorem tax, to have received certain revenues from a county (in the case of a municipality), collected an occupational license tax, utility tax, or ad valorem tax, or any combination of those four sources;

- (iv) certified that persons in its employ as law enforcement officers meet certain qualifications for employment, and receive certain compensation;
- (v) certified that persons in its employ as firefighters meet certain employment qualifications and are eligible for certain compensation;
- (vi) certified that each dependent special district that is budgeted separately from the general budget of such county or municipality has met the provisions for annual post audit of its financial accounts in accordance with law; and
- (vii) certified to FDOR that it has complied with certain procedures regarding the establishment of the ad valorem tax millage of the county or municipality as required by law.

The requirements described in (i) through (vii) are referred to herein as the "Eligibility Requirements". If the City does not comply with the Eligibility Requirements, the City would lose its Half-Cent Sales Tax Trust Fund distributions for twelve (12) months following a "determination of noncompliance" by FDOR. The City has continuously maintained eligibility to receive the Half-Cent Sales Tax.

Although the Sales Tax Act does not impose any limitation on the number of years during which the City can receive distribution of the Half-Cent Sales Tax revenues from the Half-Cent Sales Tax Trust Fund, there may be amendments to the Sales Tax Act in subsequent years imposing additional requirements of eligibility for counties and municipalities participating in the Half-Cent Sales Tax Program, and it is not unusual for the distribution formulas in Sections 212.20(6)(d) or 218.62, Florida Statutes, to be revised from time to time. The amount of Half-Cent Sales Tax revenues received by the City is subject to increase or decrease due to (i) increases or decreases in the dollar volume of taxable sales within Pinellas County, Florida (the "County"), (ii) legislative changes relating to the overall sales tax, which may include changes in the scope of taxable sales, changes in the tax rate and changes in the amount of sales tax revenue deposited into the Half-Cent Sales Tax Trust Fund, (iii) changes in the relative population of the City, which affect the percentage of Local Government Half-Cent Sales Tax received by the City, and (iv) other factors which may be beyond the control of the City, including but not limited to the potential for increased use of electronic commerce and other internet-related sales activity that could have a material adverse impact upon the amount of sales tax collected by the State and then distributed to the City.

#### Infrastructure Sales Surtax

Pursuant to Chapter 212, Florida Statutes, counties are authorized to levy a local discretionary sales surtax of an additional one-half percent (1/2%) or one percent (1%) pursuant to ordinance enacted by a majority of the members of the board of county commissioners and approved by referendum. Chapter 212, Florida Statutes, provides that the levy on such surtax may be extended upon approval of a majority of the electors of the County voting in a referendum on the discretionary sales surtax.

Pursuant to a successful vote of the electors of the County held on November 7, 2017, the County is authorized to levy a local one percent (1%) discretionary sales surtax for a period from January 1, 2020 through and including December 31, 2029 (the "Infrastructure Sales Surtax"). The Infrastructure Sales Surtax (also known as "Penny for Pinellas") was initially approved by the voters in 1989 for the ten-year period 1990-2000. It was subsequently renewed for three (3) ten-year terms in 1997, 2007 and again in 2017.

The discretionary sales surtax is distributed by the FDOR pursuant to an Interlocal Agreement dated August 17, 2017, with an effective date of January 1, 2020, entered into between the County, the City and

the other municipalities within the County (the "Infrastructure Sales Surtax Interlocal Agreement"). Net proceeds received by the County on a monthly basis are distributed by the County as follows: (a) before any other proceeds are delivered pursuant to the Infrastructure Sales Surtax Interlocal Agreement, 11.3% is delivered to the County for Countywide Investments and (b) the remainder is distributed to the municipalities within the County in the accordance with the percentages outlined in the Infrastructure Sales Surtax Interlocal Agreement, including 18.4607% distributed to the City.

The proceeds of the discretionary sales surtax may only be expended to finance, plan and construct "infrastructure" which is defined as any fixed capital expenditure or fixed capital costs associated with the construction, reconstruction or improvement of public facilities which have a life expectancy of five or more years and any land acquisition, land improvement, design and engineering costs related thereto. Pursuant to Section 212.055(2)(e), Florida Statutes, as counties receiving discretionary sales surtax proceeds may pledge such proceeds for the purpose of servicing new bond indebtedness incurred pursuant to law.

The FDOR has the responsibility to administer, collect, and enforce the infrastructure sales surtax. Pursuant to Section 212.054(4)(b), Florida Statutes, the proceeds of the County's discretionary sales surtax collections (including the Replacement Local Option Communications Services Tax) are transferred to the Discretionary Sales Surtax Clearing Trust Fund. A separate account in the trust fund is established for each county imposing such a surtax. FDOR is authorized to deduct 3% of the total revenue generated for all counties levying a surtax for administrative costs. The amount deducted for administrative costs is required to be used only for those costs solely and directly attributable to the surtax. The total administrative costs are prorated among those counties levying the surtax on the basis of the amount collected for a particular county to the total amount collected for all counties. However, FDOR is currently not deducting any amount of revenue for administering these taxes, even though the authorization currently exists to do so. FDOR is required to submit annually, no later than March 1st, a report detailing the expenses and amounts deducted for administrative costs to the President of the State Senate, the Speaker of the State House of Representatives, and the governing board of each county levying the surtax.

Section 212.055(2)(d), Florida Statutes, expressly states that neither the proceeds from the infrastructure sales surtax nor the interest accrued thereon shall be used for operational expenses of any infrastructure. Further restrictions prohibit counties from using the infrastructure sales surtax to replace or supplant user fees or to reduce ad valorem taxes, and from issuing bonds secured by a pledge of these revenues more frequently than one per year. The surtax applies to all transactions in the County that are subject to the State sales tax imposed on sales, use, rentals, admissions, and other transactions under Chapter 212, Florida Statutes. The surtax does not apply to the sales amount of tangible personal property greater than \$5,000 or to long distance telephone service.

Pursuant to Section 212.15, Florida Statutes, vendors are required to remit sales tax receipts (including proceeds of any discretionary sales surtax) by the twentieth (20th) day of the month immediately following the month of collection. No statute prescribes a deadline for remitting surtax proceeds from FDOR to the local governing bodies. However, according to the accounting division of FDOR, FDOR consistently remits the surtax proceeds to such local governing bodies by the end of the month immediately following receipt by FDOR.

The share of the Infrastructure Sales Surtax that is to be distributed to the City will be affected by changes in the relative populations of the unincorporated and incorporated areas within the County. Such relative populations are subject to change through normal increases and decreases of population within the existing unincorporated and incorporated areas of the County and are also subject to change by annexation and de-annexation by municipalities such as the City.

The total amount of Infrastructure Sales Surtax collected within the County and distributed to the City is also subject to increase or decrease due to increases or decreases in the dollar volume of taxable sales within the County, which, in turn, is subject to among other things, (i) legislative changes which may include or exclude from taxation sales of particular goods or services, and (ii) changes in the dollar volume of purchases in the County, which is affected by changes in population and economic conditions.

*However, none of the Infrastructure Sales Surtax revenues may be used to pay debt service on the Bonds.*

### State Revenue Sharing

A portion of certain taxes levied and collected by the State is shared with local governments under provisions of Section 218.215, Florida Statutes. The amount deposited by the FDOR into the State Revenue Sharing Trust Fund for Municipalities is 1.3653% of available sales and use tax collections after certain required distributions and the net collections from the one-cent municipal fuel tax.

To be eligible for State Revenue Sharing funds beyond the minimum entitlement (defined as the amount necessary to meet obligations to which the City has pledged amounts received from the State Revenue Sharing Trust Fund for Municipalities), a local government must have met the Eligibility Requirements.

If the City fails to comply with such requirements, the FDOR may utilize the best information available to it, if such information is available, or take any necessary action including disqualification, either partial or entire, and the City shall further waive any right to challenge the determination of the FDOR as to its distribution, if any. Eligibility is retained if the local government has met eligibility requirements for the previous three years, even if the local government reduces its millage or utilities taxes because of the receipt of State Revenue Sharing funds.

The amount of the State Revenue Sharing Trust Fund for Municipalities distributed to any one municipality is the average of three factors: an adjusted population factor; a sales tax collection factor, which is the proportion of the local City's ordinary sales tax distribution the municipality would receive if the distribution were strictly population-based; and a relative revenue-raising ability factor, which measures the municipality's ability to raise revenue relative to other qualifying municipalities in the State.

The distribution to an eligible municipality is determined by the following procedure. First, a municipal government's entitlement is computed on the basis of the apportionment factor applied to all State Revenue Sharing Trust Fund receipts available for distribution. Second, the revenue to be shared via the formula in any fiscal year is adjusted so that no municipality receives fewer funds than its guaranteed entitlement, which is equal to the aggregate amount received from the state in fiscal year 1971-72 under then-existing statutory provisions. Third, the revenue to be shared via the formula in any fiscal year is adjusted so that all municipalities receive at least their minimum entitlement, which means the amount of revenue necessary for a municipality to meet its obligations as the result of pledges, assignments, or trusts entered into that obligated State Revenue Sharing Trust Fund monies. Finally, after making these adjustments, any remaining State Revenue Sharing Trust Fund monies are distributed on the basis of the additional money of each qualified municipality in proportion to the total additional money for all qualified municipalities.

The following are sources of revenues that are deposited into the State Revenue Sharing Trust Fund for Municipalities.



*Sales Tax Revenues.* Prior to July 1, 2000, a state tax was levied on cigarette packages at varying rates, depending upon the length and number of cigarettes in a package and, pursuant to Section 210.20(2)(a), Florida Statutes, certain amounts derived from such cigarette taxes were deposited to the Revenue Sharing Trust Fund for Municipalities after deducting therefrom certain charges for administration and collection. Effective July 1, 2000, the cigarette tax revenues were eliminated from distribution to the Revenue Sharing Trust Fund for Municipalities and replaced with sales and use tax proceeds. Currently, 1.3653% of the available proceeds of the sales and use tax imposed pursuant to Chapter 212, Florida Statutes, is transferred monthly to the Revenue Sharing Trust Fund for Municipalities after certain other transfers have been made and certain charges for administration and collection have been deducted therefrom. See “—Proposed Legislation” below regarding legislation which could have an impact on revenues received from communications services.

*Municipal Fuel Tax.* The proceeds of the municipal fuel tax imposed pursuant to Section 206.41(1)(c), Florida Statutes, after deducting certain service charges and administrative costs is transferred into the Revenue Sharing Trust Fund for Municipalities. Funds derived from the municipal fuel tax on motor fuel may only be used to pay debt service allocable to transportation facilities. *None of the debt service on the Bonds is allocable to transportation facilities.*

The sales and use tax provides the majority of the receipts for the guaranteed entitlement from the Revenue Sharing Trust Fund for Municipalities. For the State's 2023 fiscal year, approximately 82% of the deposits of the Revenue Sharing Trust Fund for Municipalities were from sales and use tax and approximately 18% were from the municipal fuel tax.

#### Fuel Tax

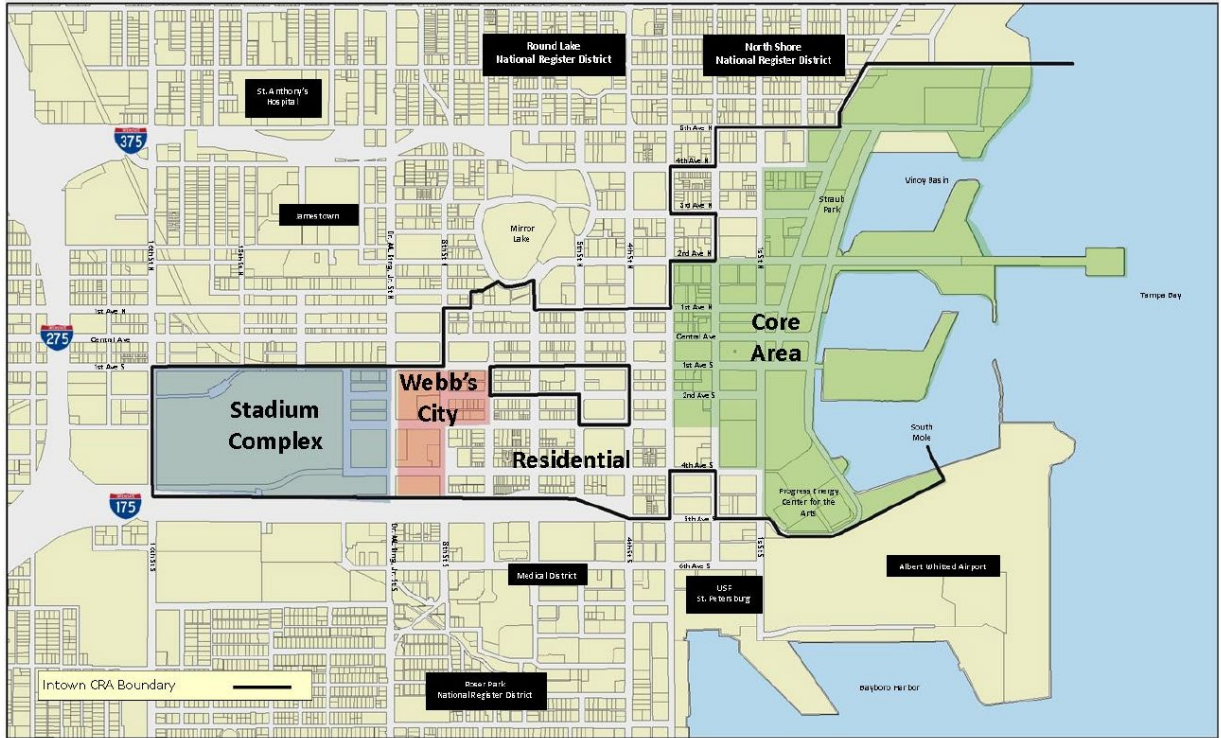
The City receives revenues from the County relating to various fuel taxes imposed within the County. However, such fuel tax revenues may only be used by the City for certain transportation-related expenditures and may only be used to pay that portion of the debt service which is allocable to transportation-related projects. None of the debt service on the Bonds will be allocated to transportation-related expenditures. *Accordingly, none of the fuel tax revenues may be used to pay debt service on the Bonds.*

#### **Fines and Forfeitures**

Fines and forfeitures reflect those penalties and fines imposed for the commission of statutory offenses, violation of lawful administrative rules and regulations, and for neglect of official duty. Forfeitures include revenues resulting from ordinance violation fines, filing fees and tax billed penalties.

#### **Tax Increment Revenues**

The Project and the redevelopment of the Intown Redevelopment Area (the "Area") will enhance the public welfare, provide vital economic, recreational and community opportunities and is likely to increase property values in the surrounding area. Pursuant to Resolution No. 81-1401 adopted by the City Council on December 17, 1981, the City Council was appointed the Community Redevelopment Agency ("CRA") for the Area. The Area consists of approximately 643 acres, encompassing downtown from the Renaissance Vinoy Hotel in the northeast to, Tropicana Field in the southwest and borders Albert Whitted Airport in the southeast. The Area also includes the University Park neighborhood, the City's waterfront park system and the commercial core of downtown along Central Avenue. Set forth below is a map of the Area.



Pursuant to the Intown Redevelopment Plan ("IRP") adopted in March 1982, as amended on August 2, 2018 and July 30, 2024, as such plan may be changed, modified and amended in accordance with Chapter 163, Part III, Florida Statutes, there are four focus areas known as: the Core, Webb's City, the Stadium Complex (also known as the Historic Gas Plant area) and surrounding residential areas. Pursuant to Ordinance No. 203-H enacted by the City Council on November 23, 2015, tax increment revenue is calculated annually and deposited into the Redevelopment Trust Fund (the "Trust Fund").

The City and the County entered into the Second Amended and Restated Interlocal Agreement for the Commitment of Tax Increment Revenues in the Intown Redevelopment Area dated July 31, 2024, as amended from time to time (the "TIF Interlocal Agreement") whereby the City and the County agreed that the County will support the redevelopment within the Area. The TIF Interlocal Agreement remains in effect until the completion of all projects outlined therein (including the Project) or the complete repayment of all outstanding bonds or other indebtedness used to pay for such projects, whichever occurs later. Neither the City nor the County may terminate the TIF Interlocal Agreement as long as there are any outstanding bonds or other indebtedness used to pay for the projects which were funded by tax increment revenues.

Pursuant to the TIF Interlocal Agreement, the City's annual contribution to the Trust Fund may vary based on the costs related to debt service on bonds, however, the City's contribution will not exceed 60% of the increment increase in the Area's property value with a base tax year of 1981. Until April 7, 2032, the annual contribution will not be less than 50% of the increment increase in the Area's property value with a base tax year of 1981 and the City will cease contributions to the Trust Fund on or before April 7, 2042 (which is prior to the maturity of the Bonds). Pursuant to the TIF Interlocal Agreement, City tax increment revenues may be used to: (i) pay debt service for the financing of projects described therein, (ii) pay bank loans for the financing of projects described therein, (iii) reimburse the City for any payments made by the City from other sources prior to issuing any debt, (iv) retire or redeem any outstanding approved indebtedness or (v) pay costs for approved projects on a pay-go basis. City tax increment revenues are available to pay debt service on the 2024A Bonds and the 2024B Bonds.

Additionally, pursuant to the TIF Interlocal Agreement, the County is required to appropriate and pay to the CRA all tax increment revenues from the Area prior to April 1 of each year. The County's obligation to annually budget and appropriate on or before October 1 and pay to the Trust Fund by April 1 will terminate after either (i) \$108.1 million in County contributions have been made or (ii) the contribution for the 2032 fiscal year has been made (which is prior to the maturity of the Bonds), whichever occurs first. As of the date of the TIF Interlocal Agreement, the County's contribution to the Trust Fund was 50% of the increment increase in the Area's property value with a base tax year of 1981. County tax increment revenues are available to pay debt service on the 2024A Bonds. The TIF Interlocal Agreement authorizes the reallocation of surplus County tax increment revenues in the Trust Fund to the 2024B Project (including the 2024B Bonds) only after the County reaches its contribution cap of \$108.1 million.

The City and the CRA entered into an Amended and Restated Interlocal Agreement Re. Intown Redevelopment Area dated [\_\_\_\_], 2024 (the "CRA Interlocal Agreement") in which the CRA agreed to immediately repay the City an amount equal to debt service on City indebtedness which financed and/or refinanced or will finance and/or refinance all or a portion of the capital projects in accordance with the IRP, but only to the extent permitted by the TIF Interlocal Agreement. To the extent that the City prepays the Bonds, the CRA is required to repay the City the prepayment price, including any accrued interest, which is allocable to the Bonds, as applicable. The obligations to transfer such tax increment revenues of the Area to the City to make payments pursuant to the CRA Interlocal Agreement survive the date on which the Bonds are no longer Outstanding. Tax increment revenues which derive from any other redevelopment areas other than the Area are not pledged in any manner to secure the Bonds, and pursuant to the CRA Interlocal Agreement, tax increment revenues from the Area shall not be used to pay debt service related to projects located outside the boundaries of the Area.

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The original base year assessed real property value within the Area in 1981 was \$107.88 million and the recent 2024 assessed real property value within the district was \$3.02 billion.

**Intown Redevelopment Area Assessed Valuation, Millages and  
City and County Payments<sup>(1)</sup>  
(Assessed Valuation Shown in Thousands)**

Fiscal Year	Tax Year	Assessed Valuation	Amount over Base Year (1981)	County Millage	County Payment	City Millage	City Payment	Total
2014	2013	\$875,590	\$767,712	5.3377	\$3,892,926	6.7742	\$4,935,962	\$8,828,888
2015	2014	964,726	856,848	5.3377	4,344,918	6.7700	5,509,562	9,854,480
2016	2015	1,108,479	1,000,601	5.3377	4,539,772	6.7700	6,434,352	10,974,124
2017	2016	1,266,575	1,158,697	5.3377	5,257,062	6.7550	7,434,899	12,691,961
2018	2017	1,454,199	1,346,321	5.3590	6,132,695	6.7550	8,639,679	14,772,374
2019	2018	1,715,405	1,607,527	5.3590	6,461,054	6.7550	8,144,136	14,605,190
2020	2019	2,078,255	1,970,377	5.3590	7,919,437	6.7550	9,982,422	17,901,859
2021	2020	2,366,140	2,258,262	5.3590	9,076,521	6.7550	11,440,162	20,516,683
2022	2021	2,484,680	2,376,802	5.2092	9,285,928	6.6550	11,862,165	21,148,093
2023 <sup>(2)</sup>	2022	2,752,503	2,664,625	4.8188	6,371,960	6.5250	8,627,384	14,999,344
2024 <sup>(3)</sup>	2023	3,022,965	2,915,087	4.8111	7,012,389	6.4675	9,425,670	16,438,059

<sup>(1)</sup> The County's obligation to pay to the Trust Fund will terminate after either (i) \$108.1 million in County contributions have been made or (ii) the contribution for the 2032 fiscal year has been made (which is prior to the maturity of the Bonds), whichever occurs first. The City will cease contributions to the Trust Fund on or before April 7, 2042 (which is prior to the maturity of the Bonds).

<sup>(2)</sup> The growth in the Area has allowed the City and the County to reduce contributions, including a reduction in the Fiscal Year 2023.

<sup>(3)</sup> Unaudited.

Source: St. Petersburg Community Redevelopment Agency Annual Financial Report Fiscal Year 2023 (Fiscal Years 2014 through 2023) and City Finance Department (Fiscal Year 2024).

Current and future tax increment revenue accruing within the Area is predicated upon increases in assessed real property valuations in excess of taxable assessed values recognized for a specific base year. The incremental increase in ad valorem taxes is used to measure the amount of the contribution which may be appropriated and contributed by the City and the County. The City and the County cannot be compelled to levy ad valorem taxes to generate tax increment or to make such payments. Future real estate recessions, if any, among other factors, could adversely affect the taxable value of the taxable real property within the Area.

Neither the City nor County has covenanted or pledged to levy ad valorem taxes on taxable real property within the Area at a level sufficient to generate any tax increment revenues and it would violate the State Constitution for any of them to do so. Consequently, the amount of tax increment revenues to be deposited in the Trust Fund is dependent upon, among other things, (i) the millage rates, if any, established by the City and the County and (ii) any decrease or increase in the assessed valuation of taxable real property in the Area, which increase will be affected by the annual appraisal at one hundred percent (100%) of the "just value" of taxable real property, including new construction completed within the Area, among other factors.

If any constitutional amendments to limit ad valorem taxes (or having the effect of limiting ad valorem taxes) are proposed, such amendments would have the potential, if approved by the voters, to restrict the legal capacity of taxing authorities to levy ad valorem taxes or the rate of such taxes.

### **Enterprise Funds**

The City has certain debt outstanding for which certain revenues from Enterprise Funds of the City are legally available to pay debt service. Those funds are the Marina Fund and the Sanitation Fund. However, such revenues are not legally available to pay debt service on the Bonds. See "—Historical Receipt of Non-Ad Valorem Revenues" herein.

### **Miscellaneous Non-Ad Valorem Revenue**

This is a broad category that includes a wide variety of revenues, including but not limited to licensing and regulatory fees, fees for services or publications, transfers from other governmental units, traffic and parking fines, interest earnings and other miscellaneous revenues.

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## Historical Receipt of Non-Ad Valorem Revenues

The following table shows the historical receipt by the City of significant sources of certain Non-Ad Valorem Revenues for the fiscal years ended September 30, 2019 through and including 2023 prior to issuance of the Bonds. The table does not necessarily include all Non-Ad Valorem Revenues of the City which may be available to pay debt service on the City's debt secured by these revenues:

### HISTORICAL NON-AD VALOREM REVENUES (Fiscal Years Ended September 30,)

	2019	2020	2021	2022	2023
<b>Tax Revenue:</b>					
Public Service Tax <sup>(1)</sup>	\$30,717,497	\$32,010,330	\$32,446,057	\$33,942,329	\$36,971,854
Local Communications Services Tax	9,075,295	9,156,304	8,963,830	9,394,686	9,981,688
Business Tax	2,568,483	2,533,473	2,503,208	2,379,098	2,652,086
Franchise Fees	21,337,306	20,774,640	20,662,102	22,343,200	24,978,089
Gas Tax <sup>(2)</sup>	3,523,948	3,190,250	3,322,233	3,373,060	3,424,181
Total Tax Revenues	\$67,222,529	\$67,665,000	\$67,897,430	\$71,432,373	\$78,007,898
<b>Licenses and Permits</b>	\$7,505,380	\$6,236,132	\$6,854,843	\$8,158,892	\$6,289,526
<b>Intergovernmental Revenue:</b>					
Half-Cent Sales Tax	\$19,470,420	\$18,594,121	\$21,681,176	\$23,843,036	\$24,108,004
State Revenue Sharing	10,375,794	9,659,821	11,022,778	13,410,171	13,620,526
Infrastructure Sales Surtax <sup>(3)</sup>	28,156,097	48,055,754	33,008,207	38,293,971	38,963,546
PILOT	18,221,124	20,162,508	21,864,972	22,806,864	23,795,304
Other Intergovernmental Revenues <sup>(4)</sup>	9,610,357	14,828,719	25,801,386	31,451,581	21,611,176
Total Intergovernmental Revenues	\$85,833,792	\$111,300,920	\$113,378,519	\$129,805,623	\$122,098,556
<b>Charges for Services</b>	\$31,566,066	\$28,904,688	\$31,894,540	\$37,432,770	\$41,167,912
<b>Charges to Other Funds<sup>(5)</sup></b>	\$7,337,760	\$7,484,544	\$7,634,208	\$7,786,895	\$7,942,634
<b>Fines and Forfeitures</b>	\$3,183,112	\$3,215,178	\$2,697,099	\$3,271,111	\$3,617,999
<b>Interest Income<sup>(6)</sup></b>	\$12,624,130	\$10,584,846	\$3,638,094	(\$15,956,211)	\$18,004,690
<b>Intown Redevelopment Area Tax Increment Revenues<sup>(7)</sup></b>					
City Tax Increment Revenues <sup>(8)</sup>	\$8,144,136	\$9,982,422	\$11,440,162	\$11,862,165	\$8,627,384
County Tax Increment Revenues <sup>(8)</sup>	6,461,054	7,919,437	9,076,521	9,285,928	6,371,960
<b>Marina Fund<sup>(9)</sup></b>	\$3,871,059	\$3,914,427	\$4,469,808	\$5,492,040	\$5,715,689
<b>Sanitation Fund<sup>(10)</sup></b>	\$46,978,111	\$49,484,442	\$51,477,382	\$54,300,451	\$57,113,509
<b>Miscellaneous<sup>(11)</sup></b>	\$5,929,926	\$5,118,482	\$6,585,237	\$7,868,439	\$6,853,745
<b>Special Assessments</b>	\$666,855	\$1,299,670	\$798,385	\$1,475,142	\$1,554,499
<b>Total Sources of Non-Ad Valorem Revenues</b>	<b>\$287,323,910</b>	<b>\$313,110,188</b>	<b>\$317,842,228</b>	<b>\$332,215,618</b>	<b>\$363,366,001</b>

[Footnotes on the following page]

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- (1) Public Service Taxes are pledged to certain debt of the City which is currently outstanding. See "-Debt of City Secured by Non-Ad Valorem Revenues" below.
  - (2) These revenues are not legally available to pay debt service on the Bonds.
  - (3) While the Infrastructure Sales Surtax is not available to pay debt service on the Bonds, it is available to pay debt service on the City's outstanding Non-Ad Valorem Revenue Note, Series 2020.
  - (4) Other Intergovernmental Revenue includes State-other, County- other and federal, State and other grants.
  - (5) Represents charges for general administration.
  - (6) Includes any unrealized gain or loss as of September 30 as a result of mark to market.
  - (7) See "DESCRIPTION OF NON-AD VALOREM REVENUES – Tax Increment Revenues" herein for more information.
  - (8) City tax increment revenues are available to pay debt service on the 2024A Bonds and the 2024B Bonds. County tax increment revenues are available to pay debt service on the 2024A Bonds and, pursuant to the TIF Interlocal Agreement, surplus County tax increment in the Trust Fund may be reallocated to the 2024B Project only after the County reaches its contribution cap of \$108,100,000. The County's obligation to pay to the Trust Fund will terminate after either (i) \$108.1 million in County contributions have been made or (ii) the contribution for the 2032 fiscal year has been made (which is prior to the maturity of the Bonds), whichever occurs first. The City will cease contributions to the Trust Fund on or before April 7, 2042 (which is prior to the maturity of the Bonds). See "DESCRIPTION OF NON-AD VALOREM REVENUES – Tax Increment Revenues" herein for more information.
  - (9) While not available to pay debt service on the Bonds, these revenues are available to pay debt service on the City's outstanding Taxable Non-Ad Valorem Refunding Revenue Note, Series 2021B.
  - (10) While not available to pay debt service on the Bonds, these revenues are available to pay debt service on the City's outstanding Non-Ad Valorem Revenue Note, Series 2022.
  - (11) Miscellaneous Revenue rental, contributions, dispositions of property, and other miscellaneous.

Source: City Finance Department.

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## Debt of City Secured by or Payable From Non-Ad Valorem Revenues

Set forth below are tables showing (i) debt that is payable from non-ad valorem revenues of the City, and (ii) debt which has a lien on a specific source or sources of non-ad valorem revenues of the City. These tables are exclusive of the debt of the City's business type activities such as in the water and sewer and solid waste enterprise funds.

As of October 1, 2024, the City had approximately \$35,462,000 aggregate principal amount of debt payable from only a covenant to budget and appropriate non-ad valorem revenues. A description of such debt is included in the table below:

<u>Description:</u>	<u>Amount Outstanding:</u>	<u>Final Maturity:</u>
Taxable Non-Ad Valorem Revenue Note, Series 2017E	\$ 1,712,000	12/1/2032
Non-Ad Valorem Revenue Note, Series 2020	15,850,000	12/1/2029
Taxable Non-Ad Valorem Refunding Revenue Note, Series 2021A	1,420,000	10/1/2025
Taxable Non-Ad Valorem Refunding Revenue Note, Series 2021B <sup>(1)</sup>	2,030,000	7/1/2031
Non-Ad Valorem Revenue Note, Series 2022 <sup>(2)</sup>	14,450,000	12/1/2037

<sup>(1)</sup> Marina Fund revenues are available to pay debt service on the City's outstanding Taxable Non-Ad Valorem Refunding Revenue Note, Series 2021B. See "—Historical Receipt of Non-Ad Valorem Revenues" herein.

<sup>(2)</sup> Sanitation Fund revenues are available to pay debt service on the City's outstanding Non-Ad Valorem Revenue Note, Series 2022. See "—Historical Receipt of Non-Ad Valorem Revenues" herein.

This presentation does not include debt service on the City's State Revolving Fund loan entered into pursuant to a loan agreement with the State of Florida Department of Environmental Protection ("SRF Loan"), currently outstanding in the principal amount of \$41,103,460, which includes a secondary backup covenant to budget and appropriate legally available non-ad valorem revenues of the City. The SRF Loan has traditionally been fully paid with net revenues of the City's Public Utility System.

As of October 1, 2024, the City had approximately \$35,930,000 aggregate principal amount of Debt outstanding that has a lien upon and a pledge of a specific non-ad valorem revenue (collectively, the "Specific Lien Debt") and, where indicated, is also secured by a covenant to budget and appropriate legally available non-ad valorem revenues. A description of such Specific Lien Debt is included in the table below:

<u>Description:</u>	<u>Source of Security:</u>	<u>Amount Outstanding:</u>	<u>Final Maturity:</u>
Public Service Tax Revenue Bonds, Series 2016A <sup>(1)</sup>	Public Service Tax	\$25,645,000	10/1/2031
Public Service Tax Revenue Bonds, Series 2016B <sup>(1)</sup>	Public Service Tax	10,285,000	10/1/2031

<sup>(1)</sup> Financed a portion of the costs of the City-owned municipal pier.



The City also expects to issue the 2024C Bonds in the approximate principal amount of \$[\_\_\_\_\_] on or about December [16], 2024. See "THE PROJECT, PLAN OF FINANCE, ESCROW AGREEMENT AND CONSTRUCTION FUNDS TRUST AGREEMENT – Development and Plan of Finance" herein for more information.

## **CERTAIN FINANCIAL MATTERS**

### **General**

Certain matters relating to the City's Financial Policies, Disclosure Policies, Budgeting, Accounting and Auditing practices, Other Post-Employment Benefit Plan, Defined Benefit Pension Plans and other financial data can be found in "APPENDIX A – General Description of the City and Selected Statistics" and in "APPENDIX B – General Purpose Financial Statements" attached hereto.

### **Governmental Funds**

To the extent that the future collection of ad valorem tax revenues or Non-Ad Valorem Revenues is adversely affected, a larger portion of Non-Ad Valorem Revenues would be required to balance the budget and provide for the payment of services and programs which are for essential public purposes affecting the health, safety and welfare of the inhabitants of the City or which are mandated by applicable law.

Revenues deposited in the Governmental Funds described in this subsection do not directly correspond to the Non-Ad Valorem Revenues from which debt service on the Bonds is payable as some Governmental Fund Revenues are not legally available to pay debt service on the Bonds. The following chart shows information regarding the Governmental Funds for the City's fiscal years ending September 30, 2019 through and including September 30, 2023:

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**GOVERNMENTAL FUNDS REVENUES AND EXPENSES<sup>(1)</sup>**  
**(Fiscal Years Ended September 30,)**

	2019	2020	2021	2022 <sup>(5)</sup>	2023
<b>Revenues:</b>					
Taxes	\$148,110,094	\$159,754,610	\$171,861,215	\$182,864,707	\$206,072,631
Public Service Tax	30,717,497	32,010,333	32,446,057	33,942,329	36,971,854
Licenses and Permits	7,505,380	6,236,132	6,854,843	8,158,892	6,289,526
Fines and Forfeitures	3,183,112	3,215,178	2,697,099	3,271,111	3,617,999
Charges for Services	31,566,066	28,904,688	31,894,540	37,432,770	41,167,912
Charges for General Administration	7,337,760	7,484,544	7,634,208	7,786,895	7,942,634
Intergovernmental	88,612,944	114,237,726	115,683,494	132,422,268	122,729,258
Investment Earnings <sup>(2)</sup>	12,624,130	10,584,846	3,638,094	(15,956,211)	18,004,690
Rentals	1,308,482	1,108,925	1,564,918	1,364,614	1,566,312
Miscellaneous <sup>(3)</sup>	5,288,299	5,309,227	5,818,704	7,978,967	6,841,932
<b>Total revenues</b>	<b>336,253,764</b>	<b>368,846,209</b>	<b>380,093,172</b>	<b>399,266,342</b>	<b>451,204,748</b>
<b>Expenditures:<sup>(4)</sup></b>					
General Government	27,294,628	27,325,173	30,008,099	32,235,896	34,815,010
Community and Economic Development	20,491,077	28,895,279	25,325,484	27,578,486	36,031,401
Public Works	11,100,228	13,209,752	13,485,320	14,164,359	15,654,451
Public Safety - Police	113,177,078	115,399,543	114,567,607	123,556,732	136,336,868
Public Safety - Fire	49,722,300	51,197,394	56,365,430	57,679,995	61,969,481
Culture and Recreation	52,471,436	51,963,146	60,297,629	67,508,743	70,900,905
Debt Service:					
Principal	11,514,000	32,299,000	22,364,613	10,575,000	12,186,000
Interest	3,337,689	3,053,661	2,707,621	2,360,648	2,072,508
Remarketing and Other Fees	1,500	112,467	48,666	2,405	4,000
Capital Outlay	86,712,279	60,243,503	47,232,006	35,415,170	40,085,681
<b>Total Expenditures</b>	<b>375,822,215</b>	<b>383,698,918</b>	<b>372,402,475</b>	<b>371,077,434</b>	<b>410,056,305</b>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(39,568,451)	(14,852,709)	7,690,697	28,188,908	41,148,443
<b>Other financing sources (uses)</b>					
Transfers In	84,705,121	103,881,156	71,742,190	90,178,157	76,233,147
Transfers Out	(62,042,193)	(84,765,743)	(50,159,099)	(72,424,370)	(52,645,560)
Issuance of Debt	--	28,000,000	7,665,000	--	322,818
Premium	--	--	--	--	--
Total Other Financing Sources (Uses)	22,662,928	47,115,413	29,248,091	17,753,787	23,910,405
Net Change in Fund Balances	(\$16,905,523)	\$32,262,704	\$36,938,788	\$45,942,695	\$65,058,848
<b>Fund Balances – October 1</b>	<b>\$281,956,134</b>	<b>\$265,050,611</b>	<b>\$297,313,315</b>	<b>\$334,252,103</b>	<b>\$380,194,798</b>
<b>Fund Balances – September 30</b>	<b>\$265,050,611</b>	<b>\$297,313,315</b>	<b>\$334,252,103</b>	<b>\$380,194,798</b>	<b>\$445,253,646</b>

(1) This table includes all governmental funds including those which may include non-ad valorem revenues which are not legally available to pay debt service on the Bonds.

(2) Includes any unrealized gain or loss as of September 30 as a result of mark to market.

(3) Includes revenues from assessments, disposition of property and other sources.

(4) See "CERTAIN FINANCIAL MATTERS – Classification of Local Government Expenditures" herein.

(5) Some amounts shown differ from those in the City's Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, 2023 as a result in an error Public Safety – Fire expenditures in such report.

Source: City of St. Petersburg, Florida, Annual Comprehensive Financial Report for Fiscal Year Ended September 30, 2023.

## **Classification of Local Government Expenditures**

The City classifies its expenditures in accordance with the Uniform Accounting System devised by the FDFS. In the governmental fund financial statements the classification reflects the below categories and underlying expenditures.

*General government* expenditures arise from operations of legislative and administrative activities of the local government. These costs are related to operations of the City Clerk, City Council, Mayor's Office, human resources, financial operations, legal expenses and other general government services.

*Public safety* expenditures reflect all costs associated with the City's police and fire rescue department operations, as well as emergency medical services, emergency disaster relief services and protective inspections.

*Public Works* expenditures reflect the costs of the engineering and capital improvements, public works administration and pavement and traffic operations department operations.

*Culture and recreation* expenditures include the City's costs of operating parks and recreation facilities, library facilities and of offering special events, cultural services and programs and similar services.

*Community and economic development* expenditures reflect costs associated with real estate and property development, economic and workforce development, planning and development and city development department operations.

*Debt service* expenditures reflect outlays for local government debt.

*Capital outlay* expenditures include expenditures which result in the acquisition of, or addition to, fixed assets such as buildings, land and roads.

## **CERTAIN INVESTMENT CONSIDERATIONS**

*The Bonds, like all investment securities, carry a risk of loss of the investment, in whole or in part. This Official Statement does not purport to describe all of the risks of an investment in the Bonds; and the City disclaims any responsibility to advise prospective investors of such risks either as they may exist at the date of dissemination of this Official Statement or as they may appear or change from time to time in the future. Prospective purchasers of the Bonds should consult their own legal and tax advisors as to the risks associated with an investment in the Bonds, their ability to bear a loss from an investment in the Bonds and the suitability of investing in the Bonds, in light of their particular, individual circumstances. Prospective purchasers should carefully consider the matters described below, as well as all the information contained within this entire Official Statement.*

## **Pandemics and Other Public Health Concerns**

The City's financial results could be harmed by a national or localized outbreak of a highly contagious, epidemic or pandemic disease. For example, the spread of the novel strain of coronavirus called COVID-19, along with various governmental measures taken to protect public health in light of the pandemic, had a negative financial impact on local, state and national economies, including the City.

There can be no guarantee that COVID-19 or another outbreak of a highly contagious disease will not have negative impacts on the City in the future.

## Climate Change and Natural Disasters

The City is located within the County, which is located on a peninsula on the western coast of the State, bounded on the east by Tampa Bay and on the west by the Gulf of Mexico. The State is naturally susceptible to the effects of extreme weather events and natural disasters including floods, droughts, and hurricanes, which could result in negative economic impacts on coastal communities like the City. Such effects can be exacerbated by a longer-term shift in the climate over several decades (commonly referred to as climate change), including increasing global temperatures and rising sea levels.

The City has an Integrated Sustainability Action Plan ("ISAP") which contains climate action goals, including a transition to 100% clean energy, environmental stewardship and resiliency. The purpose of the ISAP is to serve as a blueprint of current and future sustainability and resiliency initiatives. Implementation will be an ongoing effort for years to come emphasizing key priorities, budget and other efficiencies, and continued input from the community. The ISAP also provides data-driven actions for a resilient community that would thrive during the face of changing weather and other conditions. The ISAP affects all City departments and local communities and businesses. The ISAP guides the City and community partners to implement programs and strategies that will enhance sustainability and resiliency across municipal department operations and throughout the community. The ISAP will be considered as part of the budget processing and used with many other plans and projects. The ISAP identifies actions and investments on a range of costs and timeframes. As outlined in the ISAP, the City's priorities include: environmental protection, restoring shorelines, investing in environmental technology, and creating regulations to protect Tampa Bay's ecosystem; upgrading aging infrastructure; preparing for rising sea levels and hotter temperatures; transitioning to 100% renewable electricity by 2035 and reducing greenhouse gas emissions by 80% by 2050; and involving the community and businesses in developing the steps needed to achieve these goals.

On September 26, 2024, Hurricane Helene came on shore near Perry, Florida, which is approximately 210 miles from the City, as a Category 4 hurricane. Prior to landfall, the storm passed through the Gulf of Mexico approximately 100 miles west of the City, resulting in significant storm surge along the west coast of the State, including portions of the City. Emergency response, recovery and debris removal are ongoing. The preliminary estimated losses to City property during Hurricane Helene are \$18 million, with further evaluations being performed at this time.

On October 9, Hurricane Milton came on shore near Siesta Key, Florida, which is approximately 55 miles from the City, as a Category 3 hurricane. The City received significant wind effects which resulted in damages to City property and Tropicana Field, the current home of the Tampa Bay Rays. The preliminary estimated losses to City property and Tropicana Field is \$70 million. The City is currently evaluating damage to Tropicana Field and City properties.

The County, which includes the City, has been declared a disaster area by state and federal authorities for both Hurricane Helene and Hurricane Milton. The City expects external insurance to cover a portion of the expected losses for Hurricane Helene and Hurricane Milton, supplemented by federal and State assistance. The City maintains in its general property insurance program a \$100 million combined maximum named windstorm and flood limit, with a 10% share of the first \$50 million of coverage from the City. Each insured location has a 5% named windstorm and 5% flood deductible subject to a \$1 million minimum program deductible for each cause of loss. The City is also evaluating damage to its water resource facilities. These properties are insured under the City's water resources property program. Similarly, this program has a 5% deductible at each affected location subject to a minimum program deductible of \$1 million on each cause of loss for named windstorm and flood. The City does not share in the risk of this program beyond deductibles.

The City has requested assistance from the Federal Emergency Management Agency, as well as assistance from the State; with emergency response, recovery and debris removal efforts ongoing. During this initial response period, the City has an economic stability fund and equipment replacement funds which may be used for City-related disaster funding, as well as its accumulated fund balances to maintain City operations and help fund its recovery process. The long-term effects of the hurricanes, including any additional capital resiliency funding that may be required, is not known at the time. However, the City does not expect that the financial impacts of Hurricane Helene and Hurricane Milton will have a material adverse impact on its ability to pay debt service on the Bonds.

## **Cyber-Security**

Computer networks and systems used for data transmission and collection are vital to the efficient operations of the City. City systems provide support to departmental operations and constituent services by collecting and storing sensitive data, including intellectual property, security information, proprietary business process information, information applying to suppliers and business partners, and personally identifiable information of customers, constituents and employees. The secure processing, maintenance and transmission of this information is critical to departmental operations and the provision of citizen services. Increasingly, governmental entities are being targeted by cyberattacks seeking to obtain confidential data or disrupt critical services. A rapidly changing cyber risk landscape may introduce new vulnerabilities that attackers/hackers can exploit in attempts to effect breaches or service disruptions. Employee error and/or malfeasance may also contribute to data loss or other system disruptions. Any such breach could compromise networks and the confidentiality, integrity and availability of systems and the information stored there. The potential disruption, access, modification, disclosure or destruction of data could result in interruption of the efficiency of City commerce, initiation of legal claims or proceedings, liability under laws that protect the privacy of personal information, regulatory penalties, disruptions in operations and the services provided, and the loss of confidence in City operations, ultimately adversely affecting City revenues. The City has an established Information and Cybersecurity Security program to protect the City's information assets through multi-level defense strategies, policies and practices, internal controls, continual security awareness training, incident response, risk management, and additional tools and techniques to ensure the confidentiality, availability and integrity of the City's information assets.

## **Tax Increment Revenues**

Appeal of Assessments. State law allows taxpayers to dispute assessment valuations. Various State, local, national and international economic conditions may influence a taxpayer's willingness to make or forgo such an appeal. The statutory method for determining tax increment revenues uses a factor of up to 95% of taxable assessed valuations, due in part to an expectation of some such appeals. Any volume of appeals which is successful in reducing the overall assessed value of taxable real property in the Area in excess of such a margin of error could result in reduced amounts of tax increment revenues. If such appeals resulted in a significant reduction in the overall assessed value of the taxable real property in the Area, they could have a material adverse affect the realization and receipt of tax increment revenues.

State, National and International Economic and Political Factors. Certain economic or political developments, including, without limitation, continued recession or further downturns in the State, national or international economy, national and international terrorism, U.S. military engagements abroad, increased national or international barriers to tourism or trade, and international currency fluctuations could all adversely affect property values within the Area or the continued development of the Area, its attraction to businesses and investors and, as a result, the CRA's receipt of tax increment revenues.

Reduction of Property Values. The amount of future collections of tax increment revenues to pay debt service on the Bonds is dependent, in part, upon the assessed value of taxable real property in the Area. Numerous events could occur that might reduce the value of real property within the Area, including,

without limitation, natural disasters (such as hurricanes and other major tropical storms), public acquisition of property within the Area by the State or political subdivisions exercising their respective rights of eminent domain, or social, economic or demographic factors (or adverse public perceptions thereof) beyond the control of the CRA, the City or the County. Any or all of such events could adversely affect the realization and receipt of tax increment revenues.

Reduction in County and/or City Millage Rates. The addition of significant numbers of new taxpayers or an increase of property values outside the Area could in the future result in an environment favorable to the reduction of the County and/or City millage rates. The County and/or the City could determine that its millage rates should be reduced for other reasons as well. Any reduction in millage rates by the County or the City could reduce the amount of tax increment revenues payable by the County and/or the City which, in turn, could negatively impact the ability of the City to pay debt service on the Bonds.

## **LIABILITIES OF THE CITY**

### **General**

The City is exposed to various risks of loss related to theft of, damage to, and destruction of assets, errors and omissions, injuries to employees, and natural disasters. The City insures itself against these risks with various insurance policies. For a summary of insurance maintained by the City see Note 18 to the City's General Purpose Financial Statements set forth in in "APPENDIX B – Annual Comprehensive Financial Report of the City for the Fiscal Year Ended September 30, 2023" attached hereto.

The laws of the State provide that each city has waived sovereign immunity for liability in tort to the extent provided in Section 768.28, Florida Statutes. The City is therefore liable for tort claims in the same manner and, subject to limits stated below, to the same extent as a private individual under like circumstances, except that the City is not liable for punitive damages or interest for the period prior to judgment. Such legislation also limits the liability of a city to pay a judgment in excess of \$200,000 to any one person or in excess of \$300,000 because of any single incident or occurrence. Judgments in excess of \$200,000 and \$300,000 may be rendered, but may be paid from City funds only pursuant to further action of the Florida Legislature in the form of a "claims bill." Notwithstanding the foregoing, the City may agree, within the limits of insurance coverage provided, to settle a claim made or a judgment rendered against it without further action by the Florida Legislature, but the City will not be deemed to have waived any defense or sovereign immunity or to have increased the limits of its liability as a result of its obtaining insurance coverage for tortuous acts in excess of the \$200,000 or \$300,000 waiver provided by Florida Statutes.

### **Pension Plans and Other Post Employment Benefits**

The City maintains three separate single employer defined benefit retirement systems (General Employees, Police and Fire) covering full-time City employees. For the fiscal year ended September 30, 2023, the City contributed \$16,932,540, \$3,917,652 and \$9,423,740 to the General Employees, Fire and Police retirement systems, respectively. See Note 19 to the City's General Purpose Financial Statements set forth in APPENDIX B hereto for more information on the City's pension plans and how to obtain additional information on the City's plans.

The City contributes to a defined contribution plan (the "401a Plan"), established by City Ordinance for exempt management employees and employees not covered by a collective bargaining agreement who have waived membership in the General Employees' Retirement System, of which 90 have so chosen. The plan is administered by International City Management Association Retirement Corporation dba MissionSquare Retirement. The 401a Plan participants fully vest upon eligibility to participate. The City

contributes to the 401a Plan account for participants at a rate which is approved by City Council. The total City contribution to the 401a Plan for the fiscal year ended September 30, 2023 was \$2,495,5999 or 11% of covered payroll.

The City provides a medical benefits plan that it makes available to its retirees. See Note 21 to the City's General Purpose Financial Statements set forth in APPENDIX B hereto for more information regarding the post-retirement health benefits plan and the City's actuarial accrued liability thereunder.

## **INVESTMENT POLICIES**

The City's investments are presently under the day to day control of the Chief Financial Officer. The City Council has established formal investment policies governing the investment activity of the City and including all available funds in excess of the amounts needed to meet short-term expenses. The investment policies do not apply to pension funds, trust funds or funds related to the issuance of debt where there are other existing policies, bond resolutions or indentures in effect. The investment policies do not permit leveraging of investments.

## **FISCAL POLICIES**

The City has adopted a comprehensive series of fiscal policies, originally adopted in 1980 and thereafter amended from time to time, designed to establish guidelines for sound financial management concepts. As a result of such policies, the City has not entered into any interest rate swaps or other derivative transactions. The City does not plan to utilize interest rate swaps or enter into derivative transactions.

## **FINANCIAL STATEMENTS**

The general purpose financial statements of the City for the Fiscal Year ended September 30, 2023, included in APPENDIX B to this Official Statement, have been audited by Cherry Bekaert, LLP, Tampa, Florida, Independent Certified Public Accountants, whose report thereon also appears in APPENDIX B. Such financial statements, including the auditor's report, have been included in this Official Statement as public documents and Cherry Bekaert, LLP has not performed any procedures subsequent to the date of its report. The auditors have not performed any services related to, and therefore are not associated with, the preparation of this Official Statement.

## **TAX MATTERS**

### **General**

The Code establishes certain requirements which must be met subsequent to the issuance of the Bonds in order that interest on the Bonds be and remain excluded from gross income for purposes of federal income taxation. Non-compliance may cause interest on the Bonds to be included in federal gross income retroactive to the date of issuance of the Bonds, regardless of the date on which such non-compliance occurs or is ascertained. These requirements include, but are not limited to, provisions which prescribe yield and other limits within which the proceeds of the Bonds and the other amounts are to be invested and require that certain investment earnings on the foregoing must be rebated on a periodic basis to the Treasury Department of the United States. The City has covenanted in the Bond Resolution with respect to the Bonds to comply with such requirements in order to maintain the exclusion from federal gross income of the interest on the Bonds.

In the opinion of Bond Counsel, assuming compliance with certain covenants, under existing laws, regulations, judicial decisions and rulings, interest on the Bonds is excluded from gross income for purposes of federal income taxation. Interest on the Bonds is not an item of tax preference for purposes of the federal

alternative minimum tax; however, interest on the Bonds may be included in the "adjusted financial statement income" of certain "applicable corporations" that are subject to the 15-percent alternative minimum tax under section 55 of the Code.

Except as described above, Bond Counsel will express no opinion regarding other federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of Bonds. Prospective purchasers of Bonds should be aware that the ownership of Bonds may result in collateral federal income tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry Bonds; (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by fifteen percent (15%) of certain items, including interest on Bonds; (iii) the inclusion of interest on Bonds in earnings of certain foreign corporations doing business in the United States for purposes of the branch profits tax; (iv) the inclusion of interest on Bonds in passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year; and (v) the inclusion of interest on Bonds in "modified adjusted gross income" by recipients of certain Social Security and Railroad Retirement benefits for the purposes of determining whether such benefits are included in gross income for federal income tax purposes.

As to questions of fact material to the opinion of Bond Counsel, Bond Counsel will rely upon representations and covenants made on behalf of the City, certificates of appropriate officers and certificates of public officials (including certifications as to the use of proceeds of the Bonds and of the property financed or refinanced thereby), without undertaking to verify the same by independent investigation.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE BONDHOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

### **Information Reporting and Backup Withholding**

Interest paid on tax-exempt bonds such as the Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of Bonds, under certain circumstances, to "backup withholding" at the rate specified in the Code with respect to payments on the Bonds and proceeds from the sale of Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of Bonds. This withholding generally applies if the owner of Bonds (i) fails to furnish the payor such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

### **Other Tax Matters**

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Bonds. In some cases, these proposals have contained provisions that altered these



consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Bonds and their market value. No assurance can be given that legislative proposals will not be enacted that would apply to, or have an adverse effect upon, the Bonds.

Prospective purchasers of the Bonds should consult their own tax advisors as to the tax consequences of owning the Bonds in their particular state or local jurisdiction and regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

### **Tax Treatment of Original Issue Discount**

Under the Code, the difference between the maturity amount of the Bonds maturing on [ ] (collectively, the "Discount Bonds"), and the initial offering price to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which price a substantial amount of the Discount Bonds of the same maturity and, if applicable, interest rate, was sold is "original issue discount." Original issue discount will accrue over the term of the Discount Bonds at a constant interest rate compounded periodically. A purchaser who acquires the Discount Bonds in the initial offering at a price equal to the initial offering price thereof to the public will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period he or she holds the Discount Bonds, and will increase his or her adjusted basis in the Discount Bonds by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or disposition of the Discount Bonds. The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of the Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Bondholders of the Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, redemption or other disposition of the Discount Bonds and with respect to the state and local tax consequences of owning and disposing of the Discount Bonds.

### **Tax Treatment of Bond Premium**

The difference between the principal amount of the Bonds maturing on [ ] (collectively, the "Premium Bonds"), and the initial offering price to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such Premium Bonds of the same maturity and, if applicable, interest rate, was sold constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each of the Premium Bonds, which ends on the earlier of the maturity or call date for each of the Premium Bonds which minimizes the yield on such Premium Bonds to the purchaser. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering is required to decrease such purchaser's adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. Bondholders of the Premium Bonds are advised that they should consult with their own tax advisors with respect to the state and local tax consequences of owning such Premium Bonds.

## **RATINGS**

Fitch Ratings and Moody's Investors Service have assigned to the Bonds a rating of "[ ]" ([ ] outlook) and "[ ]" ([ ] outlook) respectively. Generally, the rating agencies base their ratings on information and material so furnished and on investigations, studies and assumptions made by them. Such rating agencies may have obtained and considered information and material which has not been included in this Official Statement. The ratings reflect only the views of the rating agency and an explanation of the significance of such rating may be obtained from the respective rating agency. No assurance can be given that the rating will be maintained for any given period of time or that the rating may not be revised downward or withdrawn entirely by the rating agencies, if, in their judgment, circumstances warrant. Any such downward change in or withdrawal of the rating may have an adverse effect on the market price of the Bonds. Securities rating is not a recommendation to buy, sell or hold securities. The City has undertaken no responsibility after issuance of the Bonds to assure the maintenance of the rating or to oppose any such revision or withdrawal.

## **LITIGATION**

In the opinion of the Managing Assistant City Attorney or her designee, there is no litigation now pending or threatened (i) to restrain or enjoin the issuance or sale of the Bonds or (ii) questioning or affecting to her knowledge the validity of the Bonds, the Bond Resolution or the pledge of the Pledged Funds by the City or the proceedings for the authorization, sale, execution or delivery of the Bonds.

The City is involved in certain litigation and disputes incidental to its operations. Upon the basis of information presently available, the Managing Assistant City Attorney or her designee believes that there are substantial defenses to such litigation and disputes and that, in any event, any ultimate liability, in excess of available self-insurance revenues, resulting therefrom will not materially adversely affect the financial position or results of operations of the City.

## **VALIDATION**

The Bonds issued pursuant to the terms of the Bond Resolution have been validated by a judgment of the Circuit Court of the Sixth Judicial Circuit Court of Florida in and for Pinellas County, Florida, General Civil Division, rendered on [ ], 20[ ]. [The period of time during which an appeal can be taken from such judgement has expired without an appeal having been taken.]

## **CERTAIN LEGAL MATTERS**

Certain legal matters in connection with the issuance of the Bonds are subject to the approval of Bryant Miller Olive P.A., Tampa, Florida, Bond Counsel, whose approving opinion will be available at the time of delivery of the Bonds. The proposed form of Bond Counsel opinion is attached hereto as APPENDIX F and reference is made to such form of opinion for the complete text thereof. Certain legal matters will be passed upon for the City by Macall D. Dyer, Esq., Managing Assistant City Attorney, or her designee, and GrayRobinson, P.A., Tampa, Florida, Disclosure Counsel. Additionally, certain legal matters will be passed upon for the Underwriters by Nabors, Giblin & Nickerson, P.A., Tampa, Florida.

Bond Counsel has not been engaged to, nor has it undertaken to, review (1) the accuracy, completeness or sufficiency of this Official Statement or any other offering material relating to the Bonds; provided, however, that Bond Counsel will render an opinion relating to the accuracy of certain statements contained herein under the heading "TAX MATTERS" and certain statements which summarize provisions of the Bond Resolution and the Bonds, or (2) the compliance with any federal or state securities law with regard to the sale or distribution of the Bonds.

## DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Rule 69W-400.003, rules of Government Securities, promulgated by the Florida Department of Banking and Finance, division of Securities, under Section 517.051, Florida Statutes ("Rule 69W-400.003") requires that the City make a full and fair disclosure of any bonds or other debt obligations that it has issued or guaranteed and that are or have been in default as to principal or interest at any time after December 31, 1975 (including bonds or other debt obligations for which it has served only as a conduit issuer such as industrial development or private activity bonds issued on behalf of private businesses). Rule 69W-400.003 further provides that if the City in good faith believes that such disclosures would not be considered material by a reasonable investor, such disclosures may be omitted. The City is not, and has not since December 31, 1975, been in default as to principal and interest on bonds or other debt obligations for which ad valorem or non-ad valorem revenues of the City are pledged. Pursuant to Rule 69W-400.003, no investigation of possible defaults by conduit issuers of bonds was made by the City because such information is not considered to be material to a reasonable investor of Bonds as the City is not obligated to pay principal and/or interest on such bonds.

### UNDERWRITING

The Bonds are being purchased by BofA Securities, Inc., on behalf of themselves and Raymond James & Associates, Inc, as co-senior manager, and Samuel A. Ramirez & Co., Inc., Rice Financial Products Company, Siebert Williams Shank & Co., LLC, and Truist Securities, Inc., as co-managers (collectively, the "Underwriters"). The Underwriters have agreed to purchase the 2024A Bonds at an aggregate purchase price of \$[ ] (which represents the principal amount of the 2024A Bonds, less Underwriters' discount of \$[ ] plus/less a net original issue premium/discount of \$[ ]). The Underwriters have agreed to purchase the 2024B Bonds at an aggregate purchase price of \$[ ] (which represents the principal amount of the 2024B Bonds, less Underwriters' discount of \$[ ] plus/less a net original issue premium/discount of \$[ ]).

The Purchase Contract provides that the Underwriters will purchase all of the Bonds if any are purchased, and that their respective obligations are subject to the delivery of certain documents at or prior to delivery of the Bonds. The Bonds may be offered and sold to certain dealers (including dealers depositing such Bonds into investment trusts) at prices lower than such public offering prices, and such public offering prices may be changed, from time to time, by the Underwriters.

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage activities. Certain of the Underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various investment banking services for the City, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (which may include bank loans and/or credit default swaps) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the City.

The Underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

BofA Securities, Inc., an Underwriter of the Bonds, has entered into a distribution agreement with its affiliate Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPF&S"). As part of this arrangement, BofA Securities, Inc. may distribute securities to MLPF&S, which may in turn distribute such securities to investors through the financial advisor network of MLPF&S. As part of this arrangement, BofA Securities, Inc. may compensate MLPF&S as a dealer for their selling efforts with respect to the Bonds.

A familial relationship exists between a professional of BofA Securities, Inc. and a professional of Bryant Miller Olive P.A. and both firms are participants in this transaction. Such Bryant Miller Olive P.A. professional did not directly or indirectly participate in the underwriting selection process conducted by the City.

Truist Securities, Inc. has entered into an agreement (the "Truist Distribution Agreement") with Truist Investment Services, Inc. ("TIS") for the retail distribution of certain municipal securities offerings, including the Bonds. Pursuant to the Truist Distribution Agreement, Truist Securities will share a portion of its underwriting compensation, as applicable, with respect to the Bonds with TIS. Each of Truist Securities and TIS is a subsidiary of Truist Financial Corporation.

Truist Securities is the trade name for the corporate and investment banking services of Truist Financial Corporation and its subsidiaries. Securities and strategic advisory services are provided by Truist Securities, Inc., member FINRA and SIPC. Lending, financial risk management, and treasury management and payment services are offered by Truist Bank. Deposit products are offered by Truist Bank, Member FDIC. In its normal course of business Truist Bank may currently, or in the future, provide credit, treasury management, or other commercial banking services to the City.

## **ADVISORS AND CONSULTANTS**

The City has retained certain advisors and consultants in connection with the issuance of the Bonds. These advisors and consultants may be compensated from a portion of the proceeds of the Bonds, identified as "Costs of Issuance" under the heading "ESTIMATED SOURCES AND USES OF FUNDS" herein; and their compensation is, in some instances, contingent upon the issuance of the Bonds and the receipt of the proceeds thereof.

*Financial Advisor.* The City has retained PFM Financial Advisors LLC, Orlando, Florida, as Financial Advisor in connection with the authorization and issuance of the Bonds. While the Financial Advisor has participated in the preparation of portions of this Official Statement, it has not been engaged and is not obligated to undertake, and has not undertaken to make, an independent verification of the accuracy, completeness, or fairness of the information contained in this Official Statement.

*Bond Counsel.* Bryant Miller Olive P.A., Tampa, Florida, represents the City as Bond Counsel with respect to the issuance of the Bonds.

*Disclosure Counsel.* GrayRobinson, P.A., Tampa, Florida, represents the City as Special Disclosure Counsel with respect to the issuance of the Bonds. As Disclosure Counsel, GrayRobinson, P.A. is not obligated to undertake, and has not undertaken to make, an independent verification of the accuracy, completeness, or fairness of the information contained in the Official Statement.

Additionally, certain legal matters will be passed upon for the Underwriters by Nabors, Giblin & Nickerson, P.A., Tampa, Florida.

## **CONTINUING DISCLOSURE**

The City has covenanted for the benefit of Bondholders to provide certain financial information and operating data relating to the City and the Bonds in each year (the "Annual Report"), and to provide notices of the occurrence of certain enumerated material events. Such covenant shall only apply so long as the Bonds remain outstanding under the Bond Resolution. The covenant shall also cease upon the termination of the continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12(b)(5) (the "Rule") by legislative, judicial or administrative action. The Annual Report will be filed by the City as required with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System ("EMMA").

The City has retained Digital Assurance Certification, L.L.C. ("DAC") as its dissemination agent. The specific nature of the information to be contained in the Annual Report and the notices of material events are described in "APPENDIX E: Form of Disclosure Dissemination Agent Agreement," which shall be executed by the City and DAC at the time of issuance of the Bonds. These covenants have been made in order to assist the Underwriters in complying with the Rule.

With respect to the Bonds, no party other than the City is obligated to provide, nor is expected to provide, any continuing disclosure information with respect to the Rule. With respect to prior continuing disclosure undertakings, the City failed to timely file notice of incurrence of a financial obligation relating to its Public Utility Subordinate Lien Bond Anticipation Note, Series 2024 dated March 8, 2024. The City cured such failure on August 12, 2024. [CONDUCTING FILING COMPLIANCE REVIEW.]

## **FORWARD-LOOKING STATEMENTS**

This Official Statement contains certain "forward-looking statements" concerning the City's operations, performance and financial condition, including its future economic performance, plans and objectives and the likelihood of success in developing and expanding. These statements are based upon a number of assumptions and estimates which are subject to significant uncertainties, many of which are beyond the control of the City. The words "may," "would," "could," "will," "expect," "anticipate," "believe," "intend," "plan," "estimate" and similar expressions are meant to identify these forward-looking statements. Actual results may differ materially from those expressed or implied by these forward-looking statements.

## **MISCELLANEOUS**

The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Bonds, the security for the payment of the Bonds, and the rights and obligations of Holders thereof.

The information contained in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Official Statement nor any statement which may have been made verbally or in writing is to be construed as a contract with the Holders of the Bonds.

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The execution and delivery of this Official Statement by its Mayor and its Chief Financial Officer have been duly authorized by the City Council.

**CITY OF ST. PETERSBURG, FLORIDA**

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Kenneth T. Welch  
Mayor

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Erika Langhans  
Chief Financial Officer

## **APPENDIX A**

### **General Description of the City and Selected Statistics**

**APPENDIX B**

**General Purpose Financial Statements**



**APPENDIX C**

**Form of the Bond Resolution**

**APPENDIX D**

**Form of Proposed Bond Counsel Opinion**

**APPENDIX E**

**Form of Disclosure Dissemination Agent Agreement**

**APPENDIX F**

**DTC Information**

## **Book-Entry Only System**

*The information under this caption concerning The Depository Trust Company, New York, New York ("DTC") and DTC's book entry system has been obtained from DTC and the City makes no representation or warranty or takes any responsibility for the accuracy or completeness of such information.*

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Bonds and deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants (the "Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions, in deposited securities, through electronic computerized book entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants" and together with Direct Participants, the "DTC Participants"). DTC has a S&P rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond (the "Beneficial Owner") is in turn to be recorded on the DTC Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of DTC Participants acting on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial

Owners. The DTC Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond Resolution. For example, Beneficial Owners of the Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Bond Registrar and request that copies of the notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of a maturity of the Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by DTC Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of DTC Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bonds are required to be printed and delivered.

The City may, pursuant to the procedures of DTC, decide to discontinue use of the system of book entry-only transfers through DTC (or a successor securities depository). In that event, the Bonds will be printed and delivered to DTC.

SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE BONDS, AS NOMINEE OF DTC, REFERENCES HEREIN TO THE HOLDER OF THE BONDS OR REGISTERED OWNERS OF THE BONDS SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE BONDS.

The City can make no assurances that DTC will distribute payments of principal of, redemption premium, if any, or interest on the Bonds to the Direct Participants, or that DTC Participants will distribute payments of principal of, redemption price, if any, or interest on the Bonds or redemption notices to the Beneficial Owners of such Bonds or that they will do so on a timely basis, or that DTC or any of its Participants will act in a manner described in this Official Statement. The City is not responsible or liable for the failure of DTC to make any payment to any Direct Participant or failure of any Direct or Indirect Participant to give any notice or make any payment to a Beneficial Owner in respect to the Bonds or any error or delay relating thereto.

The rights of holders of beneficial interests in the Bonds and the manner of transferring or pledging those interests is subject to applicable state law. Holders of beneficial interests in the Bonds may want to discuss the manner of transferring or pledging their interest in the Bonds with their legal advisors.

For every transfer of ownership interests in the Bonds, the Beneficial Owner may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

**APPENDIX G**

**Copy of the Development Agreement**



## **DISCLOSURE DISSEMINATION AGENT AGREEMENT**

This Disclosure Dissemination Agent Agreement (the "Disclosure Agreement"), dated as of \_\_\_\_\_, 2024, is executed and delivered by City of St. Petersburg, Florida (the "Issuer") and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the "Disclosure Dissemination Agent" or "DAC") for the benefit of the Holders (hereinafter defined) of the Bonds (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the "Rule").

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute "advice" within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer's behalf regarding the "issuance of municipal securities" or any "municipal financial product" as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meanings assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

"Annual Report" means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

"Annual Filing Date" means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the MSRB.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

"Audited Financial Statements" means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

"Bonds" means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

"Certification" means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

"Disclosure Representative" means Erika Langhans, Chief Financial Officer, or her designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent

from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

"Disclosure Dissemination Agent" means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

"Failure to File Event" means the Issuer's failure to file an Annual Report on or before the Annual Filing Date.

"Financial Obligation" means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of an obligation or instrument described in either clause (a) or (b). Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Force Majeure Event" means: (i) acts of God, war, or terrorist action; (ii) failure or shutdown of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent's reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

"Holder" means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

"Information" means, collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

"MSRB" means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

"Notice Event" means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 4(a) of this Disclosure Agreement.

"Obligated Person" means any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on Exhibit A.

"Official Statement" means that Official Statement prepared by the Issuer in connection with the Bonds, as listed on Appendix A.

"Voluntary Event Disclosure" means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(11) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

"Voluntary Financial Disclosure" means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than April 30 commencing with the report for the 2024 fiscal year. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Failure to File Event has occurred and to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certification, together with a copy for the trustee (if any), for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

(i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;

- (ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;
- (iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;
- (iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:
  - 1. "Principal and interest payment delinquencies;"
  - 2. "Non-Payment related defaults, if material;"
  - 3. "Unscheduled draws on debt service reserves reflecting financial difficulties;"
  - 4. "Unscheduled draws on credit enhancements reflecting financial difficulties;"
  - 5. "Substitution of credit or liquidity providers, or their failure to perform;"
  - 6. "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
  - 7. "Modifications to rights of securities holders, if material;"
  - 8. "Bond calls, if material;"
  - 9. "Defeasances;"
  - 10. "Release, substitution, or sale of property securing repayment of the securities, if material;"
  - 11. "Rating changes;"
  - 12. "Tender offers;"
  - 13. "Bankruptcy, insolvency, receivership or similar event of the obligated person;"
  - 14. "Merger, consolidation, or acquisition of the obligated person, if material;"
  - 15. "Appointment of a successor or additional trustee, or the change of name of a trustee, if material;"

16. "Incurrence of a financial obligation of the Issuer or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer or Obligated Person, any of which affect security holders, if material;" and
  17. "Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the Issuer or Obligated Person, any of which reflect financial difficulties."
- (v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as "Failure to provide annual financial information as required" when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;
- (vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:
1. "amendment to continuing disclosure undertaking;"
  2. "change in obligated person;"
  3. "notice to investors pursuant to bond documents;"
  4. "certain communications from the Internal Revenue Service;"
  5. "secondary market purchases;"
  6. "bid for auction rate or other securities;"
  7. "capital or other financing plan;"
  8. "litigation/enforcement action;"
  9. "change of tender agent, remarketing agent, or other on-going party;"
  10. "derivative or other similar transaction;" and
  11. "other event-based disclosures;"
- (vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b)

(being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. "quarterly/monthly financial information;"
2. "change in fiscal year/timing of annual disclosure;"
3. "change in accounting standard;"
4. "interim/additional financial information/operating data;"
5. "budget;"
6. "investment/debt/financial policy;"
7. "information provided to rating agency, credit/liquidity provider or other third party;"
8. "consultant reports;" and
9. "other financial/operating data."

(viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent, trustee (if any) and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(g) Any Information received by the Disclosure Dissemination Agent before 6:00 p.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

### SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including an update of the following financial information and operating data in the same format as in the Official Statement which are in tabular form:

1. Historical Non-Ad Valorem Revenues; and
2. Governmental Funds Revenues and Expenses.

Relating to information to be provided to the MSRB, the information provided under Section 4(a) may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to the MSRB or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

(b) Audited Financial Statements prepared in accordance with generally accepted auditing standards applicable to municipalities as described in the Official Statement will be included in the Annual Report. If audited financial statements are not available, then, unaudited financial statements, prepared in accordance with generally accepted auditing standards applicable as described in the Official Statement will be included in the Annual Report. Audited Financial Statements (if any) will be provided pursuant to Section 2(d).

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Issuer is an "obligated person" (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer will clearly identify each such document so incorporated by reference.

Any Annual Financial Information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

#### SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Bonds constitutes a Notice Event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of Bond holders, if material;
8. Bond calls, if material, and tender offers;

9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

**Note to subsection (a)(12) of this Section 4:** For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the Issuer or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or Obligated Person, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the Issuer or Obligated Person, any of which reflect financial difficulties.

The Issuer shall, in a timely manner not in excess of ten business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the



Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Bonds and the 9-digit CUSIP numbers for the Bonds as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, as amended, may apply to the Issuer, and that the duties and responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement do not extend to providing legal advice regarding such laws. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Filing.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the trustee (if any), replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure

Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) In the event that any action is instituted against the Issuer for failure to comply with the reporting requirements set forth in this Disclosure Agreement and in such same action DAC is also named as a party, DAC may consult with external legal counsel of its own choosing, with the consent of the Issuer which consent shall not be unreasonably withheld. Such request for consent of the Issuer shall also set forth the maximum not to exceed fees of such counsel. The Issuer shall not be required to pay or reimburse DAC or any legal counsel for any attorneys' fees except to the extent mutually agreed upon in writing by the City and DAC as part of such consent.

The obligations of the Issuer as to any funding required pursuant to the foregoing shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential Issuer city services have been budgeted and appropriated, sufficient monies for the funding that is required during that fiscal year. Notwithstanding the foregoing, the Issuer shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations previously or hereafter incurred, which pledge shall be prior and superior to any obligations of the Issuer pursuant to this Disclosure Agreement.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination

Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the trustee (if any) of the Bonds, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Florida (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Balance of page intentionally left blank.]

The Disclosure Dissemination Agent and the Issuer have caused this Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C., as  
Disclosure Dissemination Agent

By: \_\_\_\_\_  
Name: Shana Blanchard  
Title: Senior Vice President

CITY OF ST. PETERSBURG, FLORIDA  
as Issuer

By: \_\_\_\_\_  
Name: Kenneth T. Welch  
Title: Mayor

ATTEST:

\_\_\_\_\_  
Name: Chandrasaha Srinivasa  
Title: City Clerk

APPROVED AS TO FORM  
AND CORRECTNESS

\_\_\_\_\_  
Name: Macall D. Dyer  
Title: Managing Assistant City Attorney

**EXHIBIT A**

**NAME AND CUSIP NUMBERS OF BONDS**

Name of Issuer City of St. Petersburg, Florida  
Obligated Person(s) City of St. Petersburg, Florida  
Name of Bond Issue: Non-Ad Valorem Revenue Bonds, Series 2024A (Stadium Project)  
Non-Ad Valorem Revenue Bonds, Series 2024B (Stadium Project)  
Date of Issuance: [\_\_\_\_], 2024  
Date of Official Statement [\_\_\_\_], 2024

CUSIP Number: \_\_\_\_\_  
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**EXHIBIT B**

**NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT**

Issuer: City of St. Petersburg, Florida

Obligated Person: City of St. Petersburg, Florida

Name(s) of Bond Issue(s): Non-Ad Valorem Revenue Bonds, Series 2024A (Stadium Project)  
Non-Ad Valorem Revenue Bonds, Series 2024B (Stadium Project)

Date(s) of Issuance: [\_\_\_\_], 2024

Date(s) of Disclosure Agreement: [\_\_\_\_], 2024

CUSIP Number: \_\_\_\_\_

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Agreement between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. [The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by \_\_\_\_\_.]

Dated: \_\_\_\_\_

Digital Assurance Certification, L.L.C., as Disclosure  
Dissemination Agent, on behalf of the Issuer

cc: Issuer  
Obligated Person

\_\_\_\_\_

**EXHIBIT C-1  
EVENT NOTICE COVER SHEET**

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

\_\_\_\_\_  
Issuer's Six-Digit CUSIP Number:

\_\_\_\_\_  
or Nine-Digit CUSIP Number(s) of the bonds to which this event notice relates:

\_\_\_\_\_  
Number of pages attached: \_\_\_\_\_

\_\_\_\_\_  
Description of Notice Events (Check One):

1. \_\_\_\_\_ "Principal and interest payment delinquencies;"
2. \_\_\_\_\_ "Non-Payment related defaults, if material;"
3. \_\_\_\_\_ "Unscheduled draws on debt service reserves reflecting financial difficulties;"
4. \_\_\_\_\_ "Unscheduled draws on credit enhancements reflecting financial difficulties;"
5. \_\_\_\_\_ "Substitution of credit or liquidity providers, or their failure to perform,"
6. \_\_\_\_\_ "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7. \_\_\_\_\_ "Modifications to rights of securities holders, if material;"
8. \_\_\_\_\_ "Bond calls, if material;"
9. \_\_\_\_\_ "Defeasances;"
10. \_\_\_\_\_ "Release, substitution, or sale of property securing repayment of the securities, if material;"
11. \_\_\_\_\_ "Rating changes;"
12. \_\_\_\_\_ "Tender offers;"
13. \_\_\_\_\_ "Bankruptcy, insolvency, receivership or similar event of the obligated person;"
14. \_\_\_\_\_ "Merger, consolidation, or acquisition of the obligated person, if material;"
15. \_\_\_\_\_ "Appointment of a successor or additional trustee, or the change of name of a trustee, if material;"
16. \_\_\_\_\_ "Incurrence of a financial obligation of the Issuer or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer or Obligated Person, any of which affect security holders, if material;"
17. \_\_\_\_\_ "Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the Issuer or Obligated Person, any of which reflect financial difficulties."

\_\_\_\_\_  
Failure to provide annual financial information as required.



I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Digital Assurance Certification, L.L.C.  
315 East Robinson Street  
Suite 300  
Orlando, FL 32801  
407-515-1100

Date: \_\_\_\_\_

**EXHIBIT C-2**  
**VOLUNTARY EVENT DISCLOSURE COVER SHEET**

This cover sheet and accompanying "voluntary event disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of [\_\_\_\_\_], 2024 between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

\_\_\_\_\_

Issuer's Six-Digit CUSIP Number:

\_\_\_\_\_

\_\_\_\_\_

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

\_\_\_\_\_

Number of pages attached: \_\_\_\_\_

\_\_\_\_\_ Description of Voluntary Event Disclosure (Check One):

1. \_\_\_\_\_ "amendment to continuing disclosure undertaking;"
2. \_\_\_\_\_ "change in obligated person;"
3. \_\_\_\_\_ "notice to investors pursuant to bond documents;"
4. \_\_\_\_\_ "certain communications from the Internal Revenue Service;"
5. \_\_\_\_\_ "secondary market purchases;"
6. \_\_\_\_\_ "bid for auction rate or other securities;"
7. \_\_\_\_\_ "capital or other financing plan;"
8. \_\_\_\_\_ "litigation/enforcement action;"
9. \_\_\_\_\_ "change of tender agent, remarketing agent, or other on-going party;"
10. \_\_\_\_\_ "derivative or other similar transaction;" and
11. \_\_\_\_\_ "other event-based disclosures."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

\_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Digital Assurance Certification, L.L.C.  
315 East Robinson Street  
Suite 300  
Orlando, FL 32801  
407-515-1100

Date: \_\_\_\_\_

**EXHIBIT C-3**  
**VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET**

This cover sheet and accompanying "voluntary financial disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of [\_\_\_\_\_], 2024 between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

\_\_\_\_\_  
Issuer's Six-Digit CUSIP Number:

\_\_\_\_\_  
\_\_\_\_\_

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

\_\_\_\_\_  
Number of pages attached: \_\_\_\_\_

\_\_\_\_\_ Description of Voluntary Financial Disclosure (Check One):

1. \_\_\_\_\_ "quarterly/monthly financial information;"
2. \_\_\_\_\_ "change in fiscal year/timing of annual disclosure;"
3. \_\_\_\_\_ "change in accounting standard;"
4. \_\_\_\_\_ "interim/additional financial information/operating data;"
5. \_\_\_\_\_ "budget"
6. \_\_\_\_\_ "investment/debt/financial policy;"
7. \_\_\_\_\_ "information provided to rating agency, credit/liquidity provider or other third party;"
8. \_\_\_\_\_ "consultant reports;" and
9. \_\_\_\_\_ "other financial/operating data."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

\_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

Digital Assurance Certification, L.L.C.  
315 East Robinson Street  
Suite 300  
Orlando, FL 32801  
407-515-1100

Date: \_\_\_\_\_

**EXHIBIT D**

**FORM OF PAYING AGENT AND REGISTRAR AGREEMENT**

## **PAYING AGENT AND REGISTRAR AGREEMENT**

THIS PAYING AGENT AND REGISTRAR AGREEMENT (this "Agreement"), is made as of \_\_\_\_\_, 20\_\_ ("Effective Date") by and between the CITY OF ST. PETERSBURG, FLORIDA (the "Issuer"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION ("Bank"), as Paying Agent and Bond Registrar.

### **RECITALS**

WHEREAS, the Issuer, by the Bond Resolution, has designated the Bank as Bond Registrar and Paying Agent for its \$\_\_\_\_\_ Non-Ad Valorem Revenue Bonds, Series 2024A (Stadium Project) (the "2024A Bonds") and \$\_\_\_\_\_ Non-Ad Valorem Revenue Bonds, Series 2024B (Stadium Project) (the "2024B Bonds," and together with the 2024A Bonds, the "Bonds") to be issued as fully registered bonds without coupons; and

WHEREAS the Issuer will ensure all things necessary to make the Bonds the valid obligations of the Issuer, in accordance with their terms, will be done upon the issuance and delivery thereof; and

WHEREAS the Issuer and the Bank wish to provide the terms under which Bank will act as Paying Agent to pay the principal, redemption premium (if any) and interest on the Bonds, in accordance with the terms thereof, and under which the Bank will act as Bond Registrar for the Bonds; and

WHEREAS the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent and Bond Registrar for the Bonds; and

WHEREAS the Issuer has duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement a valid agreement have been done.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into this Agreement, and the mutual covenants and agreements herein contained, the Issuer and the Bank agree as follows:

### **ARTICLE ONE**

#### **DEFINITIONS**

Section 1.01. Definitions. Capitalized terms used in this Agreement have the meaning set forth below or within the individual sections, Preamble or Recitals of this Agreement. All capitalized undefined terms shall have the same meanings as set forth in the Bond Resolution.

"Bond Register" means the book or books of registration kept by the Bank in which are maintained the names and addresses and principal amounts registered to each Holder.

"Bond Registrar" means the Bank (or its successors or assigns) when it is performing the function of registrar for the Bonds.

"Bond Resolution" means Resolution No. 2024-296 adopted by the City Council of the Issuer on July 18, 2024, as amended and supplemented from time to time, as particularly supplemented by Resolution No. 2024-\_\_\_\_ adopted by the City Council of the Issuer on \_\_\_\_\_, 2024.

"Paying Agent" means the Bank (or its successors or assigns) when it is performing the function of paying agent for the Bonds.

"Person" means an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization or governmental entity.

"Stated Maturity" when used with respect to any Bond means the date specified in the Bond as the date on which the principal of such Bond is due and payable.

## **ARTICLE TWO**

### **APPOINTMENT OF BANK AS PAYING AGENT AND BOND REGISTRAR**

Section 2.01. Appointment and Acceptance. The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Bonds, to pay to the Holders in accordance with the terms and provisions of this Agreement the principal of, redemption premium (if any), and interest on all or any of the Bonds.

The Issuer hereby appoints the Bank as Bond Registrar with respect to the Bonds. As Bond Registrar, the Bank shall keep and maintain for and on behalf of the Issuer, books and records as to the ownership of the Bonds and with respect to the transfer and exchange thereof as set forth in this Agreement.

The Bank hereby accepts its appointment, and agrees to act as Paying Agent and Bond Registrar.

Section 2.02. Compensation. As compensation for the Bank's services as Paying Agent and Bond Registrar, the Issuer hereby agrees to pay a one-time upfront fee of \$\_\_\_\_ for each series of the Bonds on the Effective Date. In addition, the Issuer agrees to reimburse the Bank, upon its request, for all reasonable out-of-pocket expenses actually incurred, provided that the Bank shall receive prior written approval from the Issuer before incurring any expenses in excess of \$\_\_\_\_ annually for each series of the Bonds.

## **ARTICLE THREE**

### **PAYING AGENT**

Section 3.01. Duties of Paying Agent. As Paying Agent, the Bank, provided sufficient collected funds have been deposited for such purpose by or on behalf of the Issuer in the account designated by the Bank hereunder (the "Account"), shall pay on behalf of the Issuer the principal of, redemption premium (if any) and interest on each Bond in accordance with the provisions of the Bond. The Bank has no obligation to draw upon any account or pursuant to any letter of credit, insurance policy or other agreement or take any other action to assist the Issuer to comply with its obligations except to the extent expressly set forth in this Agreement.

Section 3.02. Payment Dates. The Issuer hereby instructs the Bank to pay the principal of, redemption premium (if any) and interest on the Bonds on the dates specified in the Bonds, from the Account to the extent such amounts are on deposit in the Account. The Bank shall not be required to pay interest on any funds of the Issuer for any period during which such funds are held by the Bank awaiting the presentation of the Bonds for payment.

Section 3.03 Receipt of Funds. The Issuer shall deposit or cause to be deposited with the Bank sufficient funds from the funds pledged for the payment of the Bonds under the Bond Resolution to pay when due and payable the principal of, redemption premium (if any) and interest on the Bonds as follows: (1) payment by check must be received by the Paying Agent at least 5 business days prior to each \_\_\_\_\_ 1 and \_\_\_\_\_ 1 of each year the Bonds are outstanding or (2) payment by wire must be received by Paying Agent no later than 11:00 AM EST on each \_\_\_\_\_ 1 and \_\_\_\_\_ 1 of each year the Bonds are outstanding.

## **ARTICLE FOUR**

### **BOND REGISTRAR**

Section 4.01. Initial Delivery of Bonds. The Bonds will be initially registered and delivered to the purchaser designated by the Issuer as one Bond for each maturity of each Series. If such purchaser delivers a written request to the Bank not later than five business days prior to the date of initial delivery, the Bank will, on the date of initial delivery, deliver Bonds of authorized denominations, registered in accordance with the instructions in such written request.

Section 4.02. Duties of Bond Registrar. The Bank shall provide for the proper registration of transfer, exchange and replacement of the Bonds. Every Bond surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an eligible guarantor institution, in form acceptable to the Bank, duly executed by the Holder thereof or such Holder's agent. The Bond Registrar may request any supporting documentation it deems necessary or appropriate to effect a re-registration.

Section 4.03. Unauthenticated Bonds. The Issuer shall provide to the Bank on a continuing basis, an adequate inventory of unauthenticated Bonds to facilitate transfers. The Bank agrees that it will maintain such unauthenticated Bonds in safekeeping.

Section 4.04. Form of Bond Register. The Bank as Bond Registrar will maintain its records as Bond Registrar in accordance with the Bank's general practices and procedures in effect from time to time.

Section 4.06. Cancelled Bonds. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Bank, shall be promptly cancelled by it and, if surrendered to the Issuer, shall be delivered to the Bank and, if not already cancelled, shall be promptly cancelled by the Bank. The Issuer may at any time deliver to the Bank for cancellation any Bonds previously authenticated and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Bank. All cancelled Bonds shall be held by the Bank for its retention period then in effect and shall thereafter be destroyed and evidence of such destruction furnished to the Issuer upon its written request.

Section 4.07. Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Bank shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Bank in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing by the owner with the Bank of evidence satisfactory to the Bank that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Bank of an appropriate bond of indemnity in form, substance and amount as may be required by law and as is otherwise satisfactory to the Bank. All Bonds so surrendered to the Bank shall be canceled by it and evidence of such cancellation shall be given to the Issuer. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment, provided that the owner shall first provide the Bank with a bond of indemnity as set forth above.

## **ARTICLE FIVE**

### **THE BANK**

Section 5.01. Duties of Bank. The Bank undertakes to perform the duties set forth herein, each of which is ministerial and non-fiduciary in nature. No implied duties or obligations shall be read into this Agreement against the Bank. The Bank hereby agrees to use the funds deposited with it for payment of the principal of, redemption premium (if any) and interest on the Bonds to pay the same as it shall become due and further agrees to establish and maintain such accounts and funds as may be required for the Bank to function as Paying Agent.

Section 5.02. Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions expressed therein, on certificates or opinions furnished to the Bank by the Issuer.

(b) The Bank shall not be liable for any error of judgment made in good faith. The Bank shall not be liable for other than its negligence or willful misconduct in connection with any act or omission hereunder.



(c) No provision of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(d) The Bank may rely, or be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Bank need not examine the ownership of any Bond, but shall be protected in acting upon receipt of Bonds containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or agent of the Holder.

(e) The Bank may consult with counsel, and the written advice or opinion of counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys and shall not be liable for the actions of such agent or attorney if appointed by it with due care.

Section 5.03. Recitals of Issuer. The recitals contained in the Bonds shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

Section 5.04. May Own Bonds; Other Transactions. The Bank, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent and Bond Registrar for the Bonds. The Bank may engage in or be interested in any financial or other transaction with the Issuer, any Bond owner or any other Person.

Section 5.05. Money Held by Bank. Money held by the Bank hereunder need not be segregated from other funds. The Bank shall have no duties with respect to investment of funds deposited with it and shall be under no obligation to pay interest on any money received by it hereunder. Any money deposited with or otherwise held by the Bank for the payment of the principal, redemption premium (if any) or interest on any Bond and remaining unclaimed, by the Holder (or by the Issuer (which claim by the Issuer shall be made in writing) after maturity and prior to escheatment) will be escheated pursuant to the applicable state law. If funds are returned to the Issuer, the Issuer and the Bank agree that the Holder of such Bond shall thereafter look only to the Issuer for payment thereof, and that all liability of the Bank with respect to such moneys shall thereupon cease.

Section 5.06. Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its Person as well as funds on deposit, in a court of competent jurisdiction. The Issuer and the Bank further agree that the Bank has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any Person claiming any interest herein.

## ARTICLE SIX

## MISCELLANEOUS PROVISIONS

Section 6.01. Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, provided that if the Bank consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including the escrow contemplated by this Agreement) to another entity, (1) the Bank shall notify the Issuer, including the name and address of the successor or transferee entity, in accordance with Section 6.03 hereof, and (2) the successor or transferee entity without any further act will be the successor Paying Agent and Bond Registrar.

Section 6.03. Notices. Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed, faxed, sent pdf or delivered to the Issuer or the Bank, respectively, at the address shown below, or such other address as may have been given by one party to the other by fifteen (15) days written notice:

If to the Issuer:

City of St. Petersburg City Hall  
175 5th Street North  
St. Petersburg, Florida 33701  
Attn: Chief Financial Officer

If to the Bank:

U.S. Bank Trust Company, National Association  
One Federal Street  
Boston, Massachusetts 02110  
Attn: Global Corporate Trust

Section 6.04 Electronic Transmission; Electronic Signatures. The Issuer and the Bank shall utilize a secure web portal or email encryption service used by the Bank for electronic transmission of any notice, instruction, document or other communication hereunder. The Bank shall not have any duty to confirm that the person sending any notice, instruction, document or other communication (a "Notice") by electronic transmission (including by e-mail, facsimile transmission, web portal or other electronic methods) is, in fact, a person authorized to do so. Electronic signatures believed by the Bank to comply with the E-SIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider acceptable to the Bank) shall be deemed original signatures for all purposes. Issuer assumes all risks arising out of the use of electronic signatures and electronic methods to send Notices to the Bank, including without limitation the risk of the Bank acting on an unauthorized Notice, and the risk of interception or misuse by third parties.

Section 6.05. Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.06. Successors and Assigns. All covenants and agreements herein by the Issuer and the Bank shall bind their successors and assigns, whether so expressed or not.

Section 6.07. Severability. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 6.08. Benefits of Agreement. Except with respect to the Indemnified Parties, this Agreement is intended to be for the benefit of or to be enforceable by only the Issuer and the Bank, and no third party shall be entitled to claim that it is a third party beneficiary hereof.

Section 6.09. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent and Bond Registrar.

Section 6.10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11. Term and Termination. This Agreement shall be effective on the Effective Date and the term hereof shall continue until the Bank resigns; provided, however, that no such termination shall be effective until a successor has been appointed and has accepted the duties of the Bank hereunder.

The Bank may resign at any time by giving written notice thereof to the Issuer. If the Bank shall resign, or become incapable of acting, the Issuer shall promptly appoint a successor Paying Agent and Bond Registrar. If an instrument of acceptance by a successor Paying Agent and Bond Registrar shall not have been delivered to the Bank within ninety 90 days after the Bank gives notice of resignation, the Bank may petition any court of competent jurisdiction at the expense of the Issuer for the appointment of a successor Paying Agent and Bond Registrar. In the event of resignation of the Bank as Paying Agent and Bond Registrar, upon the written request of the Issuer and upon payment of all amounts owing to the Bank hereunder the Bank shall deliver to the Issuer or its designee all funds in the Account and unauthenticated Bonds and a copy of the Bond Register. The provisions of Section 2.02 and Section 5.07 hereof shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.12. Governing Law. This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Florida.

Section 6.13. Documents to be delivered to Bank. At the time of the Bank's appointment as Paying Agent and Bond Registrar, the Issuer shall deliver to the Bank the following documents: (a) a specimen Bond; (b) a copy of the opinion of Bond Counsel provided to the Issuer in connection with the issuance of the Bonds; and (c) such other information that the Bank may reasonably request.

Section 6.14. Patriot Act Compliance. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each Person who opens an account. For a non-individual Person such as a business entity, a charity, a trust or other legal entity, the Bank will ask for documentation to verify its formation and existence as a legal entity. The Bank may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

Section 6.15. Non-appropriation. The obligations of the Issuer as to funding for any cost and expenses 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 Issuer services have been budgeted and appropriated, sufficient monies for the funding that is required during that year.

Section 6.16. Books and Records; Right to Audit. The Bank will retain all records relating to this Agreement for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies. All records will be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, the Issuer reserves the right to examine and/or audit such records.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Issuer and the Bank have caused this Agreement to be executed in their respective names by their duly authorized representatives, in two counterparts, each of which shall be deemed an original.

CITY OF ST. PETERSBURG, FLORIDA

(SEAL)

By: \_\_\_\_\_  
Name: Kenneth T. Welch  
Title: Mayor

ATTEST:

By: \_\_\_\_\_  
Name: Chan Srinivasa  
Title: City Clerk

Approved as to form and correctness:

By: \_\_\_\_\_  
Name: Macall D. Dyer  
Title: Managing Assistant City Attorney

[Signature page to Paying Agent and Registrar Agreement  
between City of St. Petersburg, Florida and U.S. Bank Trust Company, National Association]

projects and have the option to utilize Intown Tax Increment Revenues for debt service payments on debt incurred by the City for capital projects identified in the Plan; and

WHEREAS, to finance all or a portion of such capital projects, the City has heretofore issued its Public Service Tax Revenue Bonds, Series 2016A (the “Series 2016A Bonds”), Public Service Tax Revenue Bonds, Series 2016B (the “Series 2016B Bonds”), Non-Ad Valorem Revenue Bonds, Series 2024A (Stadium Project) (the “Series 2024A Bonds”), Non-Ad Valorem Revenue Bonds, Series 2024B (Stadium Project) (the “Series 2024B Bonds”), and Non-Ad Valorem Revenue Bonds, Series 2024C (HGPD Infrastructure Project) (the “Series 2024C Bonds,” and together with the Series 2016A Bonds, the Series 2016B Bonds, the Series 2024A Bonds, and the Series 2024B Bonds, together with any bonds that refinance any or all of the same, the “Bonds”); and

WHEREAS, the parties hereto desire to memorialize the Community Redevelopment Agency’s commitment to repay the City from Intown Tax Increment Revenues that may be utilized for debt service on the Bonds, but only to the extent permitted by the Second Amended and Restated Interlocal Agreement between the City of St. Petersburg, Florida and Pinellas County, Florida for the Commitment of Tax Increment Revenues in the Intown Redevelopment Area dated as of July 31, 2024 (the “Second Amended and Restated Interlocal Agreement”) for the capital projects financed or refinanced with proceeds of such Bonds; and

WHEREAS, prior to the date hereof, the City has borrowed monies in furtherance of community redevelopment in the Intown Redevelopment Area in the manner and to the extent described herein, and the parties hereto desire to memorialize and affirm the Community Redevelopment Agency’s commitments with respect thereto; and

WHEREAS, the parties hereto desire to memorialize the terms under which the Community Redevelopment Agency shall repay the City for debt service payments made or to be made by the City in furtherance of community redevelopment in the Intown Redevelopment Area which is consistent with the Plan, which financial obligations shall be treated as indebtedness for purposes of applicable law; and

WHEREAS, the City and the Community Redevelopment Agency entered into an Interlocal Agreement on September 28, 2023 (the “2023 Interlocal Agreement”), relating to the several community redevelopment areas (each a “Redevelopment Area”) that remain active, including the Intown Redevelopment Area, to memorialize the Community Redevelopment Agency’s commitment to repay the City from the tax increment revenues generated within each Redevelopment Area, including the Intown Redevelopment Area, in accordance with the 2023 Interlocal Agreement that provides reimbursement for services of designated City employees to the Redevelopment Areas, including the Intown Redevelopment Area, which services may include full-time services for the administration of the community redevelopment plans for the Redevelopment Areas, including the Intown Redevelopment Area, and as-needed services for capital projects and programs being implemented in the Redevelopment Areas, including the Intown Redevelopment Area; and

WHEREAS, the City represents and warrants that all payments to be made hereunder shall be made in compliance with the Second Amended and Restated Interlocal Agreement; and

WHEREAS, other than as described herein, Intown Tax Increment Revenues are not subject to any prior pledge or lien, and are free from all encumbrances; and

WHEREAS, the City and the Community Redevelopment Agency are entering into this Agreement to amend and restate in its entirety the Interlocal Agreement between the City of St. Petersburg, Florida and the Community Redevelopment Agency of the City of St. Petersburg, Florida re. Intown Redevelopment Area dated March 23, 2016.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. Incorporation of Recitals. The above set forth recitals are hereby incorporated into the terms of this Agreement.

2. Obligation to Repay City.

A. (i) To the extent permitted by the Redevelopment Act, solely from available accumulated Intown Tax Increment Revenues or receipt of Intown Tax Increment Revenues, the Community Redevelopment Agency shall immediately repay the City an amount equal to the debt service on the Bonds from Intown Tax Increment Revenues, but only to the extent permitted by the Second Amended and Restated Interlocal Agreement for the capital projects financed or refinanced with proceeds of such Bonds. Notwithstanding anything herein to the contrary, Intown Tax Increment Revenues shall not be used to pay debt service on Bonds allocable to capital projects or portions of capital projects located outside the boundaries of the Intown Redevelopment Area. To the extent that the City prepays the Bonds, the Community Redevelopment Agency shall repay the City the prepayment price, including any accrued interest, which is allocable to the Bonds, as applicable. The obligations to transfer such Intown Tax Increment Revenues to the City to make payments hereunder shall survive the date on which the Bonds, respectively, are no longer outstanding.

(ii) The Community Redevelopment Agency shall also make all payments to the City required pursuant to the 2023 Interlocal Agreement.

(iii) Subject to the limitations in the Second Amended and Restated Interlocal Agreement, all payment obligations hereunder shall be on parity and equal status, with no priority of one obligation over another.

(iv) To the extent that the Community Redevelopment Agency does not timely make payments due hereunder, past due amounts shall bear interest at a rate equal to the investment return on proceeds until such past due amounts, together with interest thereon, are fully paid.

B. Any amounts received by the Community Redevelopment Agency in excess of the amount necessary to make the payments required hereunder and under the 2023 Interlocal

Agreement may be retained by the Community Redevelopment Agency and used for any lawful purpose of the Community Redevelopment Agency, including the Plan. Subject to the limitations in the Second Amended and Restated Interlocal Agreement, the Community Redevelopment Agency shall be obligated to use all available and unencumbered Intown Tax Increment Revenues in its accounts to first satisfy outstanding obligations hereunder and under the 2023 Interlocal Agreement until such time as such obligations are fully satisfied and repaid.

C. In order to provide security for the City for the obligations hereunder and under the 2023 Interlocal Agreement, subject to the limitations in the Second Amended and Restated Interlocal Agreement, the Community Redevelopment Agency hereby pledges to the City the Intown Tax Increment Revenues which pledge shall be prior and superior to all other pledges thereof; provided, however, that the tax increment revenues which derive from any other redevelopment areas heretofore or hereafter established within the Community Redevelopment Agency's jurisdiction are not pledged in any manner to secure the obligations hereunder. Notwithstanding anything to the contrary herein, the Bonds are not secured by any amounts pledged or paid hereunder, but amounts paid hereunder and under the 2023 Interlocal Agreement are considered to be legally available non-ad valorem revenues of the City for purposes of meeting the City's ant-dilution test calculations subject to the limitations in the Second Amended and Restated Interlocal Agreement.

D. In the manner and to the extent described in the Second Amended and Restated Interlocal Agreement, the Community Redevelopment Agency is presently entitled to receive the Intown Tax Increment Revenues to be deposited in the Redevelopment Trust Fund, and has taken all action required by law to entitle it to receive such Intown Tax Increment Revenues, and the Community Redevelopment Agency will diligently enforce the obligation of any "Taxing Authority" (as defined in Section 163.340(2), Florida Statutes) to appropriate its share of such Intown Tax Increment Revenues and will not take, or consent to or adversely permit, any action which will impair or adversely affect the obligation of each such Taxing Authority to appropriate its share of such Intown Tax Increment Revenues, impair or adversely affect in any manner the deposit of such Intown Tax Increment Revenues in the Redevelopment Trust Fund, or the pledge of such Intown Tax Increment Revenues in the manner and to the extent provided in the Second Amended and Restated Interlocal Agreement. Subject to the limitations in the Second Amended and Restated Interlocal Agreement, the Community Redevelopment Agency shall be unconditionally and irrevocably obligated until the payment in full by the Community Redevelopment Agency of its indebtedness to the City to repay debt service on the Bonds and financial obligations under the 2023 Interlocal Agreement, to take all lawful action necessary or required in order to ensure that each such Taxing Authority shall appropriate its share of such Intown Tax Increment Revenues as now or later required by law, and to make or cause to be made any deposits of such Intown Tax Increment Revenues or other funds required by this Agreement.

E. The Community Redevelopment Agency does hereby authorize and consent to the exercise of full and complete control and custody of the Redevelopment Trust Fund relating to the Intown Redevelopment Area, and any and all moneys therein, by the City for the purpose provided in this Agreement, including payment of the obligations hereunder, in the manner and



to the extent described in the Second Amended and Restated Interlocal Agreement, without further action of the Community Redevelopment Agency.

3. Severability. If any one or more of the covenants, agreements or provisions of this Agreement should be held contrary to any express provision of law or contrary to any policy of expressed law, although not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed severable from the remaining covenants, agreements or provisions of this Agreement.

4. Applicable Provisions of Law. This Agreement shall be governed by and construed in accordance with the applicable laws of the State of Florida.

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

6. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

7. City Council Members of the City Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement or for any claim based thereon or otherwise in respect thereof, shall be had against any members of the City Council, past, present or future, either directly or through the City, it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, any members of the City Council, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against every such City Council member are waived and released as a condition of, and as a consideration for, the execution of this Agreement on the part of the City.

8. Board Members of the Community Redevelopment Agency Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement or for any claim based thereon or otherwise in respect thereof, shall be had against any board members of the Community Redevelopment Agency, past, present or future, either directly or through the Community Redevelopment Agency, it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the board members of the Community Redevelopment Agency, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such board member of the Community Redevelopment Agency are waived and released as a condition of, and as a consideration for, the execution of this Agreement, on the part of the Community Redevelopment Agency.

9. Obligations Limited. By execution of this Agreement, the Community Redevelopment Agency hereby consents to all the provisions of this Agreement. Satisfaction of the obligations hereunder shall not be deemed to constitute a general obligation of the Community Redevelopment Agency or a pledge of the faith and credit of the Community Redevelopment Agency, and such obligations shall be payable solely from the Intown Tax Increment Revenues to be received by the Community Redevelopment Agency pursuant to the Redevelopment Act in the manner and to the extent described in the Second Amended and Restated Interlocal Agreement. The Community Redevelopment Agency has no taxing power.

10. Eligibility to Receive Intown Tax Increment Revenues. The Community Redevelopment Agency shall comply with all applicable requirements set forth in the Redevelopment Act and in the Second Amended and Restated Interlocal Agreement, which are necessary in order to receive Intown Tax Increment Revenues and shall take all lawful action necessary or required to continue to receive such Intown Tax Increment Revenues so long as the Community Redevelopment Agency has an obligation to repay the City as described herein and shall not allow an impairment of its receipt of the Intown Tax Increment Revenues to the detriment of the City, absent the prior written consent of the City.

11. Effective Date. This Agreement shall become effective upon the Effective Date.

[Remainder of page intentionally left blank]

**EXHIBIT F**  
**FORM OF CONSTRUCTION FUNDS TRUST AGREEMENT**

**CONSTRUCTION FUNDS TRUST AGREEMENT**

**by and among**

**RAYS STADIUM COMPANY, LLC  
CITY OF ST. PETERSBURG, FLORIDA,  
PINELLAS COUNTY, FLORIDA,  
[CONSTRUCTION MONITOR]**

**and**

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**

**Dated as of \_\_\_\_\_, 2024**

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## CONSTRUCTION FUNDS TRUST AGREEMENT

This CONSTRUCTION FUNDS TRUST AGREEMENT (this “Agreement”) is entered into as of \_\_\_\_\_, 2024 (the “Effective Date”), by and among (i) Rays Stadium Company LLC, a Delaware limited liability company (“StadCo”), (ii) City of St. Petersburg, Florida, a municipal corporation of the State of Florida (the “City”), (iii) Pinellas County, Florida, a political subdivision of the State of Florida (the “County”), \_\_\_\_\_ in its capacity as construction monitor hereunder (in such capacity, the “Construction Monitor”), and (iv) U.S. Bank Trust Company, National Association, a national banking association, not individually but solely as trustee hereunder (the “Trustee”) (each, a “Party” and collectively, the “Parties”).

### RECITALS

A. Rays Baseball Club, LLC, a Florida limited liability company, is the owner and operator of the Major League Baseball Club known as the Tampa Bay Rays (the “Team”).

B. The Team currently plays its home games in St. Petersburg, Florida at the stadium known as Tropicana Field.

C. The City Council of the City and the Board of County Commissioners of the County have determined at properly noticed public meetings that the construction of the Stadium and other Project Improvements where the Team will play its home games for at least 30 years, to be constructed and operated by StadCo, a Team affiliate, will encourage and foster economic development, tourism, and prosperity for the City, the County, and their respective citizens, and therefore constitutes a paramount public purpose.

D. The Stadium will be constructed on an approximately 13-acre parcel of real property, that is currently a portion of the real property consisting of approximately 81 acres which is known as the “Historic Gas Plant District.”

E. In connection with the construction of the Stadium, StadCo will also construct the other Project Improvements.

F. The City, the County and StadCo have entered into that certain Development and Funding Agreement, dated as of July 31, 2024 (as may be amended, amended and restated, restated, supplemented or otherwise modified in accordance with the terms thereof, the “Development Agreement”), pursuant to which, among other things, the Project Improvements are to be constructed, and which Development Agreement defines the manner in which StadCo, the City and the County will make funds available for the construction of the Project Improvements.

G. The Development Agreement requires that all amounts necessary to pay the costs of the design, development, construction and furnishing of the Project Improvements be disbursed in accordance with this Agreement.

H. The City, the County and StadCo have elected to retain the Trustee to administer the Trust, which Trust is required to be established pursuant to the Development Agreement.

I. The City, the County and StadCo desire to establish certain accounts under the

Trust to accept, hold, and disburse the Deposits and other Trust Funds, and earnings thereon, all in accordance with the terms of this Agreement.

J. The Trustee has agreed to establish such accounts and to accept, hold, track, and disburse the City Contribution Amount, the County Contribution Amount, the StadCo Contribution Amount and other Trust Funds deposited with it and the earnings thereon in accordance with the terms of this Agreement.

**NOW THEREFORE**, in consideration of the foregoing Recitals, which are hereby incorporated into this Agreement, and the mutual promises, undertakings, and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, for themselves and their successors and assigns, hereby agree as follows:

1. Establishment of and Deposits to Trust.

1.1 Grant and Establishment of Trust. The City, the County and StadCo hereby affirm the establishment of the Trust and the appointment of the Trustee to serve as initial trustee of the Trust.

1.2 Rights of Trustee.

(a) All rights, title, and interest in the Deposits, earnings thereon and all other payments and amounts contributed and deposited to the Trust by or on behalf of StadCo will be and hereby are (i) absolutely and irrevocably granted and transferred by StadCo to the Trustee from and after the date of this Agreement, (ii) received and held by the Trustee in the StadCo Account as described below, and (iii) accepted and title thereto held by the Trustee, **IN TRUST**, as assets, rights and interests of the Trust, for disbursement from the StadCo Account as set forth below.

(b) All rights, title, and interest in the Deposits, earnings thereon and all other payments and amounts contributed and deposited to the Trust by or on behalf of the City will be and hereby are (i) absolutely and irrevocably granted and transferred by the City to the Trustee from and after the date of this Agreement, (ii) received and held by the Trustee in the City Account as described below, and (iii) accepted and title thereto held by the Trustee, **IN TRUST**, as assets, rights and interests of the Trust, for disbursement from the City Account as set forth below.

(c) All rights, title, and interest in the Deposits, earnings thereon and all other payments and amounts contributed and deposited to the Trust by or on behalf of the County will be and hereby are (i) absolutely and irrevocably granted and transferred by the County to the Trustee from and after the date of this Agreement, (ii) received and held by the Trustee in the County Account as described below, and (iii) accepted and title thereto held by the Trustee, **IN TRUST**, as assets, rights and interests of the Trust, for disbursement from the County Account as set forth below.



1.3 Acknowledgment of Trustee. The Trustee hereby confirms and agrees that, until the Trust terminates pursuant to the terms of this Agreement, it will hold all estate, right, title, and interest in and to the Trust as trustee for the Beneficiaries solely (a) to fund disbursements pursuant to this Agreement, (b) to secure and perform the undertakings and obligations of the City, the County and StadCo with respect to the finance, development, design, furnishing, and construction of the Project Improvements pursuant to the Development Agreement, and (c) to provide the resulting benefit to the Beneficiaries pursuant to the terms, conditions, and provisions hereof.

1.4 Contributions to Fund the Trust. The Trust will be funded as provided in Section 3.2 hereof.

1.5 Beneficiaries. The City, the County and StadCo are the sole beneficiaries of the Trust (individually, a “Beneficiary,” and collectively, the “Beneficiaries”) and in such manner derive the benefit of the assets and income held herein, pursuant to the provisions of this Agreement. The City is the beneficial owner of the Trust’s assets and earnings related to the City Account; the County is the beneficial owner of the Trust’s assets and earnings related to the County Account; and StadCo is the beneficial owner of the Trust’s assets and earnings related to the StadCo Account, (a) in each case subject to the terms and conditions hereof and (b) in the case of the StadCo Account, subject to the Security Interests in favor of the StadCo Agent as described in Section 9.15 hereof.

1.6 Name. The Trust established pursuant to this Agreement is named and administered as the “Rays Stadium Project Trust” and so designated on the books and records of the Trustee.

1.7 Formation of Trust. The Trust is hereby confirmed to be formed under and pursuant to Florida law and this Agreement.

1.8 Name for Agreements; Principal Office Address of Trustee. The Trust activities and functions must be conducted in the name specified in Section 1.6 hereof, in which name the Trust, or the Trustee on behalf of the Trust, will enter into documents, contracts, investments, and agreements with respect to the transactions contemplated hereby, including all documents, contracts, and agreements establishing title to or ownership of Trust assets. The principal offices of the Trustee for purposes of administering the Trust are located at 500 West Cypress Creek Road, Suite 460, Fort Lauderdale, Florida 33309, Attention: Global Corporate Trust (Rays Stadium Project Trust).

1.9 Certain Covenants Relating to the Separateness of the Trust. The Trust must maintain its separate existence and, specifically, must conduct its affairs in accordance with, and the City, the County, StadCo and the Trustee each agree that it will not take any actions in its dealings with the Trust or with other Persons that are inconsistent with, and the Trustee’s powers and interests and rights of the Beneficiaries are limited by, the following:

(a) The Trust must not commingle or pool any of its funds or other assets with those of the City, the County or StadCo, any affiliate or constituent party thereof, the Trustee, or

any other Person, and must hold title to all of its assets in the Trust's name or in the name of the Trustee or any nominee as provided below.

(b) The Trust, through the Trustee, must conduct its own activities and functions in its own name and may not operate, or purport to operate, collectively as or as part of a single or consolidated business entity with respect to any other Person.

(c) The Trust must not have any employees.

(d) The Trust must not (i) guarantee, become obligated for, or hold itself or its credit out to be responsible for or available to satisfy, the debts or obligations of any other Person, except as expressly contemplated by this Agreement or (ii) control the decisions or actions respecting the daily business or affairs of any other Person.

(e) The Trust must not incur any indebtedness for borrowed money.

(f) The Trust must not pledge its assets for the benefit of any Person, except that the Trustee and each Beneficiary acknowledges the Security Interests in favor of the StadCo Agent in the StadCo Account.

(g) The Trust must not disburse, distribute or transfer its assets or other interests except in accordance with this Agreement.

1.10 Limitation on Liability. Neither the Trustee, the Construction Monitor nor any Beneficiary may be liable for any debt, claim, demand, judgment or obligation of any kind of, against or with respect to the Trust by reason of its being the Trustee, the Construction Monitor or a Beneficiary, nor will the Trustee, the Construction Monitor or any Beneficiary, by reason of its status as such, be subject to any personal liability whatsoever, in tort, contract or otherwise, to any Person in connection with the property, liabilities or affairs of the Trust; *provided, however*, that the foregoing limitation of liability does not apply to (a) any obligations, debts, or liabilities of any of the Beneficiaries under the Development Agreement or (b) such Person's gross negligence or willful misconduct.

1.11 Bankruptcy. The incapacity, dissolution, termination or bankruptcy of any Party to this Agreement or any Beneficiary of the Trust will not result in the termination or dissolution of the Trust.

1.12 No Rights of Creditors. No creditor, judgment holder or other obligee of any Party, or payee thereof, or any other Person, will have any right to obtain possession of or any interest in, or otherwise exercise legal or equitable remedies with respect to, the Trust and/or its assets, other than as provided in Section 1.5 and Section 9.15 hereof.

1.13 Irrevocable Trust. The Trust is irrevocable.

2. Definitions. Capitalized terms used in this Agreement have the meanings assigned to them in Exhibit A or within the individual sections or Recitals of this Agreement. Exhibit A also contains rules as to usage applicable to this Agreement.

3. Trust Accounts, Deposits, Investments, Disbursements and Security.

3.1 Accounts. The Trustee must establish on the books and records of its trust department, in the name of the Trust for the benefit of the Beneficiaries as their respective interests are established hereunder, a “City Account,” a “County Account,” and a “StadCo Account” (collectively, the “Accounts”) and associated subaccounts (collectively, the “Subaccounts”), as set forth below:

(a) City Account. The Trustee must establish the City Account to receive, hold, and disburse the funds to be provided by the City pursuant to Sections 3.2(b) and 3.5(c) of the Development Agreement. The City Account will expressly name the City CFO as an authorized party for the City, and must meet all provisions of Chapter 280, Florida Statutes, as required for the security of public deposits. The Trustee will conclusively rely on investment directions given to it under this Agreement as proof of full compliance with the requirements of Chapter 280, Florida Statutes.

(i) The Trustee hereby establishes the 2024A Subaccount (the “2024A Subaccount”) and the 2024B Subaccount (the “2024B Subaccount”). Amounts deposited in the 2024A Subaccount will be derived from proceeds of the City of St. Petersburg, Florida Non-Ad Valorem Revenue Bonds, Series 2024A (Stadium Project), and earnings thereon, and may only be used to pay costs of the 2024A Project per the City Bond Resolution. Amounts deposited in the 2024B Subaccount will be derived from proceeds of the City of St. Petersburg, Florida Non-Ad Valorem Revenue Bonds, Series 2024B (Stadium Project), and earnings thereon, and may only be used to pay costs of the 2024B Project per the City Bond Resolution. The Trustee may conclusively rely on the Approval Notice relating to any Funding Notice by the City’s CFO as proof of full compliance with the requirements of the two preceding sentences.

(ii) The Trustee hereby establishes the City Arbitrage Rebate Subaccount (the “City Arbitrage Rebate Subaccount”).

(b) County Account. The Trustee must establish the County Account to receive, hold, and disburse the County Contribution Amount, and earnings thereon, to be provided by the County pursuant to Sections 3.2(c) and 3.5(c) of the Development Agreement. The Trustee must, as and when requested by the County in writing, establish Subaccounts to contain any additional amounts contributed by the County. The County Account (and all Subaccounts therein) will expressly name the County Clerk as an authorized party, and must meet all provisions of Chapter 280, Florida Statutes, as required for the security of public deposits. The Trustee may conclusively rely on the investment directions given to it under this Agreement as proof of full compliance with the requirements of Chapter 280, Florida Statutes.

(i) The Trustee hereby establishes the County Arbitrage Rebate Subaccount (the “County Arbitrage Rebate Subaccount”).

(c) StadCo Account. The Trustee must establish the StadCo Account to receive, hold, and disburse the StadCo Contribution Amount to be provided by StadCo pursuant to Sections 3.2(d), 3.5(c), 12.3 and 12.4 of the Development Agreement. In addition, the Trustee must establish (1) a Subaccount to receive, hold, and disburse the funds to be provided to StadCo by any StadCo Lender pursuant to any StadCo Credit Facility (the “StadCo Credit Facility Subaccount”), and (2) a Subaccount to receive, hold, and disburse the funds to be provided by StadCo to pay for any Cost Overruns pursuant to the Development Agreement (the “StadCo Cost Overrun Subaccount”). The Trustee must, as and when requested by StadCo in writing, establish Subaccounts to contain proceeds from any additional StadCo Source of Funds.

3.2 Deposits. Commencing on the Funding Release Date, the City, the County through the County Clerk, and StadCo will provide, and the Trustee will receive, Deposits to the Trust for the benefit of the Beneficiaries from the City, the County and StadCo as provided below. The Trustee has no duty to monitor compliance by the City, the County, and StadCo with their respective obligations under this Agreement or the Development Agreement.

(a) City Contribution Amount. Pursuant to Sections 3.2(a)(i), 3.2(b), 3.5(a), 3.5(b) and 3.5(c) of the Development Agreement and this Section 3.2(a), on the Funding Release Date, the City must make or cause to be made a deposit of the City Contribution Amount into the City Account. The City’s deposit will identify in writing the proper City Account and Subaccounts, and the amounts to be allocated to each. The Trustee must deposit (i) proceeds of the City of St. Petersburg, Florida Non-Ad Valorem Revenue Bonds, Series 2024A (Stadium Project), and earnings thereon, in the 2024A Subaccount and (ii) proceeds of the City of St. Petersburg, Florida Non-Ad Valorem Revenue Bonds, Series 2024B (Stadium Project), and earnings thereon, in the 2024B Subaccount. Subject to Section 8.2 herein, the City Contribution Amount deposited into the City Account (or identified Subaccounts) may only be used to pay Project Costs.

(b) County Contribution Amount. Pursuant to Sections 3.2(a)(ii), 3.2(c), 3.5(a), 3.5(b) and 3.5(c) of the Development Agreement and this Section 3.2(b), the County through the County Clerk must make or cause to be made on the Funding Release Date a deposit of the County Contribution Amount into the County Account. The County’s deposit will identify in writing the proper County Account and Subaccounts, and the amounts to be allocated to each. Subject to Section 8.2 herein, the County Contribution deposited into the County Account (or identified Subaccounts) may only be used to pay Project Costs.

(c) StadCo Contribution Amount. Pursuant to Sections 3.2(a)(iv), 3.2(d)(iii), 3.5(a)(iii), 3.5(b) and 3.5(c) of the Development Agreement and this Section 3.2(c), StadCo must deposit the proceeds of a StadCo Source of Funds constituting a portion of the StadCo Contribution Amount to the StadCo Account when required under the Development Agreement. The Trustee must deposit all amounts received by StadCo from the StadCo Lenders pursuant to a StadCo Credit Facility into the StadCo Credit Facility Subaccount. Notwithstanding anything to the contrary

contained herein, StadCo may make deposits into the StadCo Account prior to the Funding Release Date. A StadCo deposit will identify in writing the proper StadCo Account or Subaccounts and the amounts to be allocated to each.

(d) Cost Overruns. StadCo must make deposits into the StadCo Cost Overrun Subaccount of the StadCo Account to pay for any Cost Overruns. Pursuant to Sections 3.2(a)(iv), 12.3 and 12.4 of the Development Agreement and this Section 3.2(d), StadCo must make such deposits on a monthly basis as Cost Overruns are determined, including at such time and in such amount sufficient to pay any Cost Overruns to be paid pursuant to a Master Application for Payment. The Trustee will have no duty to monitor or account for any such Cost Overruns or StadCo's obligation to make any required deposits related thereto.

(e) Arbitrage Rebate Deposits. Pursuant to Section 9.17, StadCo must make contributions to the City Arbitrage Rebate Subaccount and the County Arbitrage Rebate Subaccount.

(f) Deposits and Disbursements Generally. All deposits made pursuant to this Section 3.2 will be made by wire transfer. The City, the County through the County Clerk, and StadCo will provide prior written notice to the Trustee of the amounts to be deposited and the Accounts and Subaccounts to which the deposited funds should be credited. All amounts deposited pursuant to this Section 3.2 must be disbursed by the Trustee in accordance with Section 3.4 hereof.

3.3 Investments. StadCo, the City and the County Clerk separately will direct the Trustee in writing regarding investments of amounts held in the StadCo Account, the City Account and the County Account, respectively; *provided*, that amounts held in (i) the City Account and (ii) the County Account may be invested only in those investments listed on Exhibit F (for the City Account) and Exhibit G (for the County Account), respectively. In the event the Trustee does not receive an investment direction as provided above for any City Account funds or County Account funds, the Trustee will invest such funds, to the extent practicable, in Federated Hermes U.S. Treasury Cash Reserves, CUSIP 60934N674, Ticker TISXX. In the event the Trustee does not receive an investment direction as provided above for any StadCo Account funds, it must invest such funds, to the extent practicable, in Federated Hermes U.S. Treasury Cash Reserves, CUSIP 60934N674, Ticker TISXX. If and to the extent any Account funds are uninvested and held in a demand or time deposit account maintained with the Trustee's affiliated bank, the amount of such funds on deposit must be secured, in the manner required by applicable Florida law, by collateral pledged by the Trustee. Any earnings on the amounts in the Accounts must be credited to the applicable Account or Subaccount, as the case may be. The Trustee or any of its affiliates may receive compensation with respect to any investment directed hereunder; *provided*, that any such compensation is approved prior to the purchase of such investment, in writing, by either the City, the County or StadCo, as applicable. The Trustee will not be liable for any loss incurred by the actions of third parties or for any loss arising by error, failure or delay in the making of an investment or reinvestment, or for any loss of principal or income in connection therewith, except in all events excluding Trustee's gross negligence or willful misconduct. As and when the Trust Funds are to be released under this Agreement, the Trustee will cause the investments to be

converted into cash in accordance with its customary procedures and will not be liable for any loss of principal or income in connection therewith.

### 3.4 Trust Disbursements.

(a) Disbursements Generally. The Trustee must disburse Trust Funds from the Trust by wire transfer in the manner and to the Person(s) described below in this Section 3.4. The City, the County and StadCo will use a mutually agreeable, reasonable, consistently applied, accounting method to account for the expenditures to pay Project Costs, which also recognizes and is in compliance with the different limitations in (i) each of the definitions of 2024A Project and 2024B Project in the City Bond Resolution, and (ii) the County Bond Resolution. Although the County TIF-Funded Contribution Amount will not be handled or disbursed by the Trustee, certain expenditures for Project Costs which are eligible for reimbursement from the County TIF-Funded Contribution Amount will be allocated to the StadCo Contribution Amount in the final allocation of sources of funds to Project Cost uses.

#### (b) Funding Notices with Master Applications for Payment.

(i) StadCo must, on or before the 10th day of each month beginning with the first month following the Funding Release Date, until all Project Costs have been paid, submit to the Construction Monitor, the StadCo Agent, the City Construction Representative, the County Construction Reviewer and the County Clerk (each a “Reviewing Person,” and collectively the “Reviewing Persons”), with a copy to the City and the County, a withdrawal certificate requesting that the Trustee distribute funds from the applicable Accounts or Subaccounts identified therein to pay Project Costs due and payable in connection with the design, permitting, development, construction and furnishing of the Project Improvements (each, a “Funding Notice”), which must be in substantially the form attached hereto as Exhibit B and which must attach Annexes A-H thereto, including the Master Application for Payment (Annex A).

(ii) Upon receipt of a Funding Notice, each of the Reviewing Persons will have seven Business Days to set forth an objection to any items in the Funding Notice in writing to the other Reviewing Persons and StadCo.

(iii) If an objection is timely submitted by any Reviewing Person in accordance with Section 3.4(b)(ii) above, StadCo will have three Business Days to review and address each such objection, and submit a revised Funding Notice to all of the Reviewing Persons for each of their further review, and approval or objection. No later than seven Business Days after a Reviewing Person’s receipt of the revised Funding Notice, any further objection by such Reviewing Person must be set forth in writing to all of the other Reviewing Persons and StadCo. Any items subject to any objections at such time will be “Disputed Items” for purposes of this Agreement. If no objection is made under clause (ii) above, the Funding Notice will be deemed approved by the Reviewing Persons. If an objection is made and not rectified under this clause (iii), the Funding Notice (excluding the Disputed Items) will be deemed approved by the Reviewing Persons.

(iv) Within three Business Days after the expiration of the seven Business Day period in clause (ii) or (iii), as applicable, the Construction Monitor must provide the Trustee (with a copy to StadCo, the City, the County and the Reviewing Persons) a written notice of approval of the Funding Notice (a “Funding Notice Approval”), which approval will not extend to, but must identify and describe, any Disputed Items in detail, including the Reviewing Person and its objection(s) and the resulting net Trust Disbursement Amount (as defined in Section 3.4(c)(ii)) to be disbursed from the respective Subaccounts.

(v) The Trustee, the City, the County and the Reviewing Persons will be entitled to rely conclusively on StadCo’s representation that each Funding Notice, including each Master Application for Payment, is delivered in accordance with the Development Agreement and each StadCo Credit Facility.

(c) Trustee’s Review of Form of Funding Notices and Master Applications for Payment; Trust Disbursement Approval. Upon the Trustee’s receipt of a Funding Notice and related Funding Notice Approval from the Construction Monitor:

(i) The Trustee must review the Funding Notice solely for compliance with the form attached hereto as Exhibit B, and within two Business Days after receipt notify StadCo of any non-compliance, which must be remedied by a resubmission by StadCo (or the StadCo Representative) of a corrected Funding Notice to the Trustee, the Reviewing Persons, the City and the County, within three Business Days. In determining whether a Funding Notice complies with the form attached as Exhibit B hereto, the Trustee is only required to confirm that documents titled Annex A through H are attached to the Funding Notice. It is not the responsibility of the Trustee to review or examine the substance of such annexes. If applicable, each of the Reviewing Persons will have three Business Days after receipt of the corrected Funding Notice to review the corrected Funding Notice for compliance of the Funding Notice in the same manner as the Trustee (except that the Reviewing Persons may also review and approve or object to the substance of any new information provided with the corrected Funding Notice), and provide each of their respective written approval or objection to the Trustee and StadCo (or the StadCo Representative), with a copy to the City and the County. Any objection by the Trustee or any Reviewing Person must be addressed by StadCo (or the StadCo Representative) within three Business Days, and any objection not addressed by StadCo shall also be a Disputed Item.

(ii) Provided that (A) a Funding Notice is determined by the Trustee to be compliant pursuant to Section 3.4(c)(i) above, or (B) if a Funding Notice is determined to be noncompliant pursuant to Section 3.4(c)(i) above by the Trustee or any Reviewing Persons and StadCo has remedied such Funding Notice noncompliance identified by the Trustee or the Reviewing Persons, as applicable, including the remedy of any objection timely provided by any Reviewing Person as described in Section 3.4(c)(i), the Construction Monitor, the City CFO and the County Clerk will provide the Trustee (with a copy to StadCo, the City, the County and the Reviewing Persons) a written notice within three Business Days (each, an “Approval Notice”) confirming the final amount of Project Costs approved to be paid (and such City CFO and County Clerk Approval Notices will also confirm the amounts to be paid from the respective City Account

(and Subaccounts) and County Account (and Subaccounts)) pursuant to the applicable Funding Notice and Master Application for Payment (less the amount of any Disputed Items pursuant to Section 3.4(b)(iii), Section 3.4(c)(i), Section 3.4(d)(i) and Section 3.4(d)(iii)) (such (net) amount, the “Trust Disbursement Amount”). Not later than three Business Days following the Trustee’s receipt of all required Approval Notices, the Trustee must disburse the Trust Disbursement Amount, as applicable, from the StadCo Account and specific Subaccounts therein, the City Account and specific Subaccounts therein, and the County Account and any specific Subaccounts therein. To the extent that the Trust Disbursement Amount is less than the amount requested in the applicable Master Application for Payment, as evidenced in an Approval Notice, the excess amount must, except as provided by Section 9.15 hereof, be retained by the Trustee in the applicable Accounts and Subaccounts from which such amounts would otherwise have been funded pursuant to this Section 3.4, subject to the resolution of Disputed Items, if any, pursuant to Article 18.1 of the Development Agreement.

(d) Trust Disbursements Generally. On or before the third Business Day following Trustee’s receipt of Approval Notices from all required Persons pursuant to Section 3.4(c)(ii) hereof, the Trustee must disburse Trust Funds in an aggregate amount equal to the Trust Disbursement Amount in accordance with the Funding Notice and Master Application for Payment (as and to the extent modified by the Approval Notices and Section 3.4(c)(ii) hereof) as follows:

(i) The first One Hundred Fifty Million Dollars (\$150,000,000) of Project Costs (excluding Cost Overruns) due and owing after the Funding Release Date will be paid equally, as provided in the respective Funding Notice from the City Account and the County Account only, as provided in Section 3.5(c) of the Development Agreement. Disbursements made pursuant to this clause are referred to herein as the “Stage One Disbursements” and will be identified and accounted for as such in the related Funding Notice(s). Cost Overruns must be paid solely from the StadCo Cost Overrun Subaccount. Notwithstanding anything to the contrary contained herein, at such time as One Hundred Fifty Million Dollars (\$150,000,000) of Project Costs (excluding Cost Overruns) have been paid from the City Account and the County Account in accordance with this Agreement, Stage One Disbursements will cease. Notwithstanding anything to the contrary contained in this Agreement, if StadCo disputes any amount subject to payment as a Stage One Disbursement, such amount will be deemed to be a Disputed Item and the Trustee must not disburse such Disputed Item.

(ii) After the Stage One Disbursements have been paid as described in clause (i) above, all payments for Project Costs (excluding Cost Overruns) from the Accounts will be paid from the Accounts on a pro-rata basis in proportion to the City’s, the County’s and StadCo’s respective responsibilities for Project Costs with the City and County aggregate share being determined based on the City/County Percentage and each of them paying 50% (subject to Section 3.4(d)(iv)). Specifically, as to each Stage Two Disbursement, StadCo will determine each Party’s pro rata share based on the City/County Percentage as of the date of determination, which will be reflected by StadCo in the allocation of funds requested to be disbursed from the City Account (or specified Subaccounts), County Account (or specified Subaccounts) and StadCo Account (or specified Subaccounts) in a Funding Notice. Disbursements made pursuant to this



clause are referred to herein as the “Stage Two Disbursements” and will be identified and accounted for as such in the related Funding Notice(s).

(iii) Stage Two Disbursements for all Project Costs (excluding Cost Overruns) will be paid from (i) the City Account (or specified Subaccounts), (ii) the County Account (or specified Subaccounts), and (iii) the StadCo Account (or specified Subaccounts), as set forth in the applicable Funding Notice. Cost Overruns must be paid solely from the StadCo Cost Overrun Subaccount. Stage Two Disbursements will continue from the City Account, the County Account and the StadCo Account until no amounts remain in the City Account and the County Account. Notwithstanding anything herein to the contrary, in no event will the Trustee disburse any amounts from the City Account or the County Account on any disbursement date on which there are insufficient funds in the StadCo Account to fully fund the portion of the Trust Disbursement Amount to be funded therefrom. Notwithstanding anything to the contrary contained in this Agreement, if StadCo disputes any amount subject to payment as a Stage Two Disbursement, such amount will be deemed to be a Disputed Item and the Trustee must not disburse any Trust Funds of StadCo, the City or the County for such Disputed Item, in which case the City, the County, the County Clerk, the StadCo Agent and StadCo will mutually determine how to address such situation, including by a potential resubmission of the applicable Funding Notice, which determination must be set forth in a writing by the City, the County, the County Clerk, the StadCo Agent and StadCo that is provided to the Construction Monitor for review, approval and submission to the Trustee.

(iv) The City and the County acknowledge and agree that the amount of funds in the City Account and the County Account will differ during the term of this Agreement, and at such time, if any, that there are no longer funds in the City Account or the County Account, or if Stage One Disbursements or Stage Two Disbursements cannot be made on an equal basis as between the City Account and the County Account as provided in this Section 3.4(d), then applicable disbursements will be made on an unequal basis between the City Account and the County Account as close to equal as possible based on the relative amount of funds in the City Account and the County Account available for such disbursement. For example (which are not exclusive): (i) The City’s procurement of construction materials related to the Project Improvements on a sales tax-exempt basis in accordance with the City’s ODP policy must be paid from the City Account; therefore, if an Approval Notice for a Stage One Disbursement confirming the final amount of Project Costs approved to be paid in the applicable Master Application for Payment requires more funding to be paid from the City Account due to the City’s procurement of construction materials related to the Project Improvements on a sales tax-exempt basis in accordance with the City’s ODP policy, then such Stage One Disbursement will be on an unequal basis, and (ii) the remaining City Contribution Amount is less than the remaining County Contribution Amount at a time of funding; therefore, if the City Account is depleted before the County Account, all disbursements would be made on a disproportionate basis. The Parties acknowledge that this Section 3.4(d)(iv) is solely with respect to allocation and disbursement of funds regarding the City Account and the County Account and not the StadCo Account. With regard to any such disbursement of funds pursuant to this Section 3.4(d)(iv), the Trustee may

conclusively rely on each Funding Notice and Approval Notice as evidence of the amounts to be paid from each Account or specified Subaccount.

(v) From and after the date on which there are no longer any funds in the City Account and the County Account, the entirety of the Trust Disbursement Amount must be funded from the StadCo Account. Disbursements made pursuant to this clause are referred to herein as the “Stage Three Disbursements.”

(e) Trust Disbursements for Cost Overruns. On or before the third Business Day following Trustee’s receipt of an Approval Notice pursuant to Section 3.4(c)(ii) hereof, the Trustee must disburse any funds allocated for the payment of Cost Overruns from the StadCo Cost Overrun Subaccount in accordance with the Funding Notice and the Master Application for Payment (as and to the extent modified by the Approval Notice and Section 3.4(c)(ii) hereof).

(f) Out-of-Balance Funding Block. Notwithstanding the foregoing, in the event the Construction Monitor determines that the estimated amount of remaining Project Costs exceeds the sum of (a) the Trust Funds on deposit in the Accounts which (i) have not been applied to the payment of Project Costs pursuant to this Section 3.4 and (ii) are not then on deposit in the Accounts and (b) all then-unused commitments in respect of each then-existing StadCo Source of Funds (a “Deficiency”), then the Construction Monitor must provide written notice thereof to StadCo in a “Construction Monitor Notice” delivered to the Trustee, the City, the County, the County Clerk, StadCo, the StadCo Agent, the City Construction Representative and the County Construction Reviewer. Following delivery by the Construction Monitor to StadCo of notice of a Deficiency, no funds may be disbursed by the Trustee under this Agreement until (1) StadCo delivers a written irrevocable release and waiver of the right to payment from the CMAR, Design Builder, Other Contractor, subcontractor or other vendor to which such Deficiency relates, or (2) an amount equal to such Deficiency has been deposited in the StadCo Account or applicable Subaccount(s) within the StadCo Account from sources other than the StadCo Credit Facility, unless the applicable commitment under the applicable StadCo Credit Facility covers (or is increased to cover) the Deficiency, in each case as such event is confirmed to the Trustee in writing by the Construction Monitor. For the avoidance of doubt, the City and the County will have no obligation to fund any Deficiency. For purposes of clarity, no City Change Order Costs may create a Deficiency. City Change Order Costs will not be paid from any Accounts (the City Funds Account or otherwise) and will be paid directly by the City in accordance with the Development Agreement.

(g) Distribution of Monthly Settlement Statement. Trustee will provide monthly account statements pursuant to Section 6.

### 3.5 Resolution of Disputes.

(a) Disputes Not Involving the Trustee. All disputes solely between StadCo, the City or the County, including all disputes regarding Disputed Items, and all disputes

regarding this Agreement or their respective rights and obligations hereunder, must be resolved pursuant to Section 18.1 of the Development Agreement, and not this Section 3.5.

(b) Disputes Involving the Trustee. Subject to Section 3.5(a), if, at any time, (a) there exists any dispute between or among StadCo, the City and the County with respect to the holding by the Trustee of all or any portion of the Trust Funds or any other obligations of the Trustee hereunder, (b) the Trustee is unable to determine, to the Trustee's reasonable satisfaction, the proper disposition of all or any portion of the Trust Funds or the Trustee's proper actions with respect to its obligations hereunder, or (c) StadCo, the City and the County have not, within 30 days of (i) the Trustee's furnishing a notice of resignation or (ii) StadCo, the City and the County furnishing a notice of removal, in each case pursuant to Section 7 hereof, appointed a successor Trustee to act hereunder, then the Trustee may, in its sole discretion, take either or both of the following actions:

(i) suspend the performance of any of its obligations (including any disbursement obligations) under this Agreement until such dispute or uncertainty has been resolved to the reasonable satisfaction of Trustee or until a successor Trustee has been appointed (as the case may be); or

(ii) petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction in Florida for instructions with respect to such dispute or uncertainty, and to the extent required or permitted by law, pay into such court, for holding and disposition in accordance with the instructions of such court, all or any portion of the Trust Funds, after deduction and payment to the Trustee of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by the Trustee in connection with the performance of its duties and the exercise of its rights hereunder as approved by the court.

(iii) The Trustee will have no liability to StadCo, the City, the County or any other Person with respect to any such suspension of performance or disbursement into court, specifically including any liability that may arise, or be alleged to have arisen, as a result of any delay in disbursement of the Trust Funds or any delay with respect to any other action required or requested of the Trustee.

#### 4. Administrative Powers and Duties of the Trustee.

4.1 Liability of the Trustee. The Trustee undertakes to perform only such duties as are expressly set forth herein and no duties are implied. The Trustee has no liability under and no duty to inquire as to the provisions of any agreement, including any other agreement between any or all of the Parties or any other Persons even though reference thereto may be made herein, other than (a) this Agreement or (b) the provisions of the Development Agreement expressly referenced in this Agreement. The Trustee is not liable for any action taken or omitted by it in good faith with the exercise of due professional care except to the extent that a court of competent jurisdiction determines that the Trustee's gross negligence or willful misconduct was the primary cause of any

loss to StadCo, the City or the County. The Trustee's sole responsibility is for the safekeeping and disbursement of the Trust Funds in accordance with the terms of this Agreement. The Trustee has no duty or responsibility to ensure or monitor compliance by the other Parties, the sole duty and responsibility of the Trustee hereunder being to disburse monies and compliance herewith. The Trustee has no implied duties or obligations and is not charged with knowledge or notice of any fact or circumstance not specifically set forth herein. The Trustee may rely upon any notice, instruction, request or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which the Trustee in good faith believes to be genuine and to have been signed or presented by the Person or parties purporting to sign the same. In no event will the Trustee be liable for incidental, indirect, special, consequential or punitive damages (including, but not limited to lost profits), even if the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action. The Trustee is not responsible for delays or failures in performance resulting from acts beyond its control. Such acts include but are not limited to acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, computer viruses, power failures, earthquakes, storms or other disasters. The Trustee is not obligated to take any legal action or commence any proceeding in connection with the Trust Funds, any Account in which Trust Funds are deposited, this Agreement, or the Development Agreement, or to appear in, prosecute or defend any such legal action or proceeding. The Trustee may consult one primary legal counsel selected by it (and, if necessary, one local counsel) in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, or relating to any dispute involving any Party hereto, and will incur no liability in acting in accordance with the opinion or instruction of such counsel; *provided*, that such opinion or instruction is provided in good faith and such action does not constitute gross negligence or willful misconduct on the part of the Trustee. StadCo, the City and the County, jointly and severally, agree that the reasonable and documented fees and expenses of one (1) such primary counsel (and, if necessary, one (1) local counsel) are appropriate fees and costs of the Trustee as may be paid from Trust Funds in accordance with Section 4.3. In the event that there are not sufficient Trust Funds to pay the aforementioned costs, they will be treated as Cost Overruns for purposes of the Development Agreement and this Agreement, and are the sole responsibility of StadCo. StadCo, the City and the County agree to perform or cause the performance of all further acts and things, and execute and deliver such further documents, as may be required by law or as Trustee may reasonably require to carry out its duties under this Agreement.

The Trustee is authorized, in its sole discretion, to comply with final orders issued or process entered by any court with respect to the Trust Funds, without determination by the Trustee of such court's jurisdiction in the matter. If any portion of the Trust Funds is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property is stayed or enjoined by any court order, or in case any order, judgment or decree is made or entered by any court affecting such property or any part thereof, then and in any such event, the Trustee is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action; and, if the Trustee

complies with any such order, writ, judgment or decree, it is not liable to any of the Parties hereto or to any other Person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

The Trustee is not liable or responsible for reviewing the content of any accompanying documents to any Funding Notice and is fully protected in relying and acting upon any Funding Notice or Approval Notice. The Trustee or any of its respective directors, officers or employees are not liable for any action taken or omitted by it hereunder, except for its own gross negligence or willful misconduct, nor will it be liable or responsible for the validity, enforceability or sufficiency of any document furnished to the Trustee pursuant to this Agreement, nor is it responsible for any representations or statements made in any of those documents; *provided, however*, if the Trustee obtains actual knowledge of any misrepresentation in any documents furnished to it under this Agreement, it must promptly notify each other Party in writing of such misrepresentation. The Trustee is entitled to rely upon advice of counsel concerning legal matters and upon any document or notice delivered to it hereunder which it believes to be genuine or to have been presented by a proper Person. The Trustee may conclusively rely upon and is protected in acting upon any document believed by the Trustee to be genuine and to have been signed or presented by the proper parties, consistent with reasonable due diligence on the Trustee's part. A disbursement by the Trustee is not an approval by it of any work performed on the Project Improvements or any materials furnished with respect thereto or a representation by it that amounts in the Trust are sufficient to pay remaining Project Costs.

The Trustee will not be responsible for any loss, cost, claim, liability or expense arising out of or in connection with the Trustee's administration of its duties hereunder, unless such loss, cost, claim, liability or expense was caused by the Trustee's gross negligence or willful misconduct.

4.2 Liability of the Construction Monitor. The Construction Monitor undertakes to perform only such duties as are expressly set forth herein and no duties are implied. The Construction Monitor has no liability under and no duty to inquire as to the provisions of any agreement, including any other agreement between any or all of the Parties or any other Persons even though reference thereto may be made herein, other than (a) this Agreement and (b) the express directions in the Development Agreement expressly referenced in this Agreement. To the extent permitted by law, the Construction Monitor is not liable for any action taken or omitted by it in good faith with the exercise of due professional care except to the extent that a court of competent jurisdiction determines that the Construction Monitor's negligence or willful misconduct was the primary cause of any loss to StadCo, the City, the County or the Trustee. The Construction Monitor's sole responsibility is to perform the duties assigned to it in accordance with the terms of this Agreement. The Construction Monitor has no implied duties or obligations and is not charged with knowledge or notice of any fact or circumstance not specifically set forth herein. The Construction Monitor may rely upon any notice, instruction, request or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which the Construction Monitor in good faith believes to be genuine and to have been signed or presented by the Person or Parties purporting to sign the same. In no event will the Construction Monitor be liable for incidental, indirect, special,

consequential or punitive damages (including, but not limited to lost profits), even if the Construction Monitor has been advised of the likelihood of such loss or damage and regardless of the form of action and in no event will Construction Monitor's liability under this Agreement exceed an amount equal to One Million Dollars (\$1,000,000). The Construction Monitor is not responsible for delays or failures in performance resulting from acts beyond its control. Such acts include but are not limited to acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, computer viruses, power failures, earthquakes or other disasters. The Construction Monitor is not obligated to take any legal action or commence any proceeding in connection with the Trust Funds, any account in which Trust Funds are deposited, this Agreement or the Development Agreement, or to prosecute or defend any such legal action or proceeding.

4.3 Fees and Expenses of the Trustee and the Rebate Analyst. StadCo, the City and the County will compensate the Trustee and the Rebate Analyst for their respective services hereunder in accordance with Exhibit B attached hereto on a proportionate basis from the Trust Funds in accordance with the proportions applicable to the payment of Project Costs from Accounts hereunder as of the date any such compensation is payable. The Trustee is authorized to, and may, disburse to itself or the Rebate Analyst from the Trust Funds (in proportion as provided above), from time to time, the amount of any compensation and reimbursement of out-of-pocket expenses due and payable hereunder (including attorneys' fees, Rebate Analyst fees, and any amounts to which the Trustee is entitled under this Agreement); *provided*, that the Trustee must provide prompt notice to each of the other Parties hereto of any such disbursement. If for any reason funds in the Trust Funds are insufficient to cover such compensation and reimbursement, StadCo must promptly pay such amounts to the Trustee upon receipt of an itemized invoice. The obligations of StadCo, the City and the County under this Section will survive any termination of this Agreement and the resignation or removal of the Trustee.

4.4 Representations, Warranties and Security Procedures. StadCo, the City and the County each separately with respect to itself makes the following representations and warranties to the Trustee and Construction Monitor:

(a) It has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and this Agreement has been duly approved by all necessary action and constitutes its valid and binding agreement enforceable in accordance with its terms.

(b) The applicable Persons designated on Exhibit D attached hereto have been duly appointed to act as authorized representatives of StadCo, the City and the County, as the case may be, and have full power and authority to direct the investment of the Trust Funds as provided in Section 3.3 hereof (including the County Clerk for the sole purpose of directing County investments), and to take any other actions as authorized representatives under this Agreement; *provided*, that any modification of the identity of such authorized representatives must be provided by written notice delivered to each Party in accordance with Section 9.2 hereof. The Trustee agrees to obtain confirmation of funds transfer instructions from at least one StadCo representative, one City representative, one County or one County Clerk representative, as applicable, by telephone

call-back to applicable Persons designated on Exhibit D and the Trustee may rely upon the confirmation of anyone purporting to be the Person or Persons so designated. The Persons and telephone numbers for call-backs may be changed only in writing. If the Trustee is unable to contact any of such authorized representatives, the Trustee is authorized to seek confirmation by telephone call-back to any of the City's, StadCo's, the County's or the County Clerk's executive officers ("Executive Officers"), which will include the individuals holding the positions set forth on Exhibit D attached hereto or in a certificate provided by the Trustee to the respective Parties, which telephone call-back confirmation must include at least one Executive Officer of the County, one Executive Officer of StadCo, or one Executive Officer of the City. Such Executive Officer will deliver to the Trustee an incumbency certificate, and the Trustee may rely upon the confirmation of anyone purporting to be any such officer. When directed to transfer funds, the Trustee may conclusively rely upon any account numbers or similar identifying numbers provided to the Trustee in writing to identify (a) the payee, (b) the payee's bank or (c) an intermediary bank. Notwithstanding the foregoing procedures, the Trustee may, but need not, perform telephone verification of any wires made pursuant to the instructions set forth in Exhibit E, as the same may be modified in writing from time to time. StadCo, the City and the County acknowledge that these security procedures are commercially reasonable.

4.5 StadCo Security Interest Representations and Warranties. StadCo represents and warrants to the City, the County, the Trustee and the Construction Monitor that each (a) StadCo Secured Party meets the requirements for being a Secured Party under the Stadium Operating Agreement, and (b) StadCo Credit Facility creates the basis for granting a Security Interest in compliance with the requirements set forth in the Stadium Operating Agreement for the type of Security Interest being granted.

5. Allocation of Receipts; Etc. All Deposits received by the Trustee will constitute principal and be allocated to and separately be accounted for as Trust Principal. Subject to the provisions of this Section 5, any amounts earned by investments made pursuant to Section 3.3 hereof will be allocated to Trust Income. Any interest earned on, or other income earned pursuant to Section 3.3 hereof by investments of, amounts in the City Account and the County Account must be held in such Accounts as provided in Section 3.2(a)(i) and (ii) of the Development Agreement, respectively. Any interest earned on, or other income earned pursuant to Section 3.3 hereof by investments of, amounts in the StadCo Account will be held in the StadCo Account.

6. Accounts and Records. The Trustee must maintain accounts and records showing Deposits, other receipts, and disbursements of the Trust; investment transactions; and income and earnings of Trust assets. The Trustee must maintain accounts and records of all Trust assets held in the Accounts. The Trustee must provide each of StadCo, the City, the County and the County Clerk with copies of the monthly statements for each and every Account (including, for the avoidance of doubt, (i) each Subaccount of the Accounts and (ii) any investment activity) by the fifth (5th) Business Day of each month.

7. Resignation or Removal of the Trustee.

7.1 Trustee Resignation or Removal; Trustee Notification of Obligations.

(a) The Trustee may resign and be discharged from the performance of its duties hereunder at any time by giving 30 days prior written notice to StadCo, the City and the County specifying a date when such resignation will take effect. The Trustee may be removed involuntarily (i) for a material breach of its respective duties and obligations hereunder, (ii) for bad faith, criminal conduct, negligence or willful misconduct in connection with the performance of its respective duties and obligations hereunder, or (iii) at the discretion of StadCo, the City and the County, acting together. The Trustee must provide prompt written notice to StadCo, the City and the County at any time that the Trustee determines it cannot or will not perform any of its obligations under this Agreement.

(b) Upon (i) any such notice of resignation or (ii) removal, StadCo, the City and the County jointly will appoint a successor Trustee hereunder prior to the effective date of such resignation or removal (and in any event within 30 days), which successor Trustee must be appointed pursuant to, and must satisfy the requirements set forth in, Section 7.2 hereof. If StadCo, the City and the County fail to appoint a successor Trustee within such time, the Trustee will have the right to petition a court of competent jurisdiction to appoint a successor Trustee, and all reasonable costs and expenses (including without limitation attorneys' fees) related to such petition as may be approved by the court will be paid as fees and expenses of the Trustee pursuant to Section 4.3, with copies of invoices for such costs and expenses to be delivered by the Trustee to StadCo, the City and the County. The retiring Trustee must transmit all records pertaining to the Trust Funds and pay all Trust Funds to the successor Trustee, after making copies of such records as the retiring Trustee deems advisable and after deduction and payment to the retiring Trustee of all reasonable fees and expenses (including court costs and attorneys' fees) payable to or incurred by the retiring Trustee in connection with the performance of its duties and the exercise of its rights hereunder. After any retiring Trustee's resignation or removal, the provisions of this Agreement will inure to its benefit as to any actions taken or omitted to be taken by it while it was Trustee under this Agreement. Any corporation or association into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation or association to which all or substantially all of the Trustee's corporate trust line of business may be transferred, will be the Trustee under this Agreement without further act.

7.2 Successor Trustee. In case the Trustee hereunder resigns or is removed, or is dissolved or is in course of dissolution or liquidation, or otherwise becomes incapable of acting hereunder, or in case it is taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor Trustee may be jointly appointed by StadCo, the City and the County, by an instrument in writing signed by each of StadCo, the City and the County; *provided*, that such successor Trustee must satisfy the requirements set forth in the last sentence of this Section 7.2. Nevertheless, in case of any vacancy, StadCo, the City and the County may jointly appoint a temporary Trustee to fill such vacancy until a permanent successor Trustee is jointly appointed by StadCo, the City and the County in the manner provided above; and any such temporary Trustee so appointed by StadCo, the City and the County will immediately and without further act be superseded by the permanent Trustee so appointed by StadCo, the City and the



County. Every such permanent Trustee appointed pursuant to the provisions of this Section must be a bank or trust company organized and doing business under the laws of the United States of America, or any state or commonwealth of the United States of America, with trust powers, qualified to conduct business and in good standing in the State of Florida, and having (or in the case of a bank holding company, its corporate parent must have) a combined capital and surplus of at least \$1,000,000,000.

8. Termination of Trust.

8.1 Certification. Upon certification by StadCo, the City and the County in writing to the Trustee that (a) the Project Completion Date has occurred and all legally owing Project Costs have been fully paid, or (b) the Development Agreement has been terminated for any reason, then the Accounts, the Trust and this Agreement will be terminated, except for provisions hereof which expressly survive termination. The applicable certification will be given to the Trustee as soon as reasonably practicable in the case of clause (a) and within five Business Days of the effective date of termination of the Development Agreement in the case of clause (b). With respect to the certifications in this Section 8.1, time is of the essence.

8.2 Disbursement. In the event of termination of the Trust, sums remaining in the Accounts will, subject to Section 9.15 and except as provided in Section 9.17, be disbursed to the City, the County and StadCo in accordance with Section 3.5(e)(ii)(A), (B) or (C), as applicable, of the Development Agreement (disregarding, in the case of a certification of the termination of the Development Agreement under Section 8.1(b), the satisfaction of conditions referenced in the preamble of Section 3.5(e)(ii) of the Development Agreement), on the subsequent third Business Day after the certification required by Section 8.1 is presented to the Trustee. This Section 8.2 will survive the termination of this Agreement. With respect to this Section 8.2, time is of the essence.

9. Miscellaneous Matters.

9.1 Governing Law; Venue.

(a) The laws of the State of Florida govern this Agreement.

(b) 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. The Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

9.2 Notice. All notices, approvals, consents, requests, and other communications hereunder under this Agreement must be in writing (unless expressly stated otherwise in this Agreement) and will be considered given when delivered in person or sent by electronic mail (*provided*, that any notice sent by electronic mail must simultaneously be sent via personal

delivery, overnight courier or certified mail as provided herein), one Business Day after being sent by a reputable overnight courier, or three Business Days after being mailed by certified mail, return receipt requested, to the Parties at the addresses set forth in Exhibit H to this Agreement (or at such other address as a Party may specify by Notice given pursuant to this Section to the other Parties hereto). The Trustee will have no duties to deliver any notice or information to the City Construction Representative or the County Construction Reviewer unless the Trustee has received written notice from the City or the County (as applicable) of the appointment of such representative or reviewer. Further, any rights hereunder of such representative or reviewer do not exist in the absence of such appointment.

### 9.3 Amendment or Waiver.

(a) Subject to the terms of Section 9.14 hereof, this Agreement may be amended only by a writing signed by StadCo, the City (subject to approval by City Council of the City), the County and the Trustee; *provided*, that if any amendment of this Agreement affects the obligations of the Construction Monitor hereunder, such amendment will also be required to be signed by the Construction Monitor and consented to by the StadCo Agent.

(b) A provision of this Agreement may be waived only by a writing signed by StadCo, the City, the County and the Trustee; *provided*, that if any waiver of this Agreement affects the obligations of the Construction Monitor hereunder, such waiver will also be required to be signed by the Construction Monitor and consented to by the StadCo Agent. No delay or omission by any Party in exercising any right with respect hereto will operate as a waiver. A waiver on any one occasion will not be construed as a bar to, or waiver of, any right or remedy on any future occasion.

9.4 Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision is ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

9.5 Entire Agreement. This Agreement constitutes the entire agreement among and between the Parties relating to the holding, investment and disbursement of the Trust Funds and sets forth in their entirety the obligations and duties of the Trustee with respect to the Trust Funds.

9.6 Binding Effect. All of the terms of this Agreement is binding upon, inure to the benefit of and are enforceable by the respective successors and assigns of StadCo, the City, the County, the Construction Monitor, and the Trustee.

9.7 Execution in Counterparts and Electronic Signatures. 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 permitted by Applicable Laws.

9.8 Termination. Subject to Sections 8.1 and 8.2, upon the first to occur of the termination of the Trust Period, the disbursement of all amounts in the Trust Funds, or the disbursement of all amounts in the Trust Funds into court pursuant to the terms hereof, this Agreement will terminate (other than the provisions hereof that expressly survive termination) and the Trustee will have no further obligation or liability whatsoever with respect to this Agreement or the Trust Funds.

9.9 Dealings. The Trustee and any stockholder, director, officer or employee of the Trustee may buy, sell, and deal in any of the securities of StadCo, the City or the County; become pecuniarily interested in any transaction in which StadCo, the City or the County may be interested; contract and lend money to StadCo, the City or the County; and otherwise act as fully and freely (in connection with transactions not subject to the terms and provisions hereof) as though it were not Trustee under this Agreement. Nothing herein will preclude the Trustee from acting in any other capacity for StadCo, the City or the County or for any other entity.

9.10 Cash Transaction Statements. The Trustee will furnish monthly cash transaction statements that include detail for all investment transactions made by the Trustee.

9.11 Tax Reporting. Each of StadCo, the City and the County must promptly deliver to the Trustee a properly completed and signed Internal Revenue Service (“IRS”) Form W-9, or if applicable, an original IRS Form W-8. The Trustee will have no responsibility for the tax consequences of this Agreement and StadCo, the City and the County may consult with independent counsel concerning any tax ramifications. Any earnings on Trust Funds will be reported on an accrual basis and deemed to be for the accounts of the City, the County and StadCo, as applicable. StadCo, the City and the County must prepare and file all required tax returns with the IRS and any other taxing authority as required by law.

9.12 Identifying Information. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each Person who opens an account. For a non- individual Person such as a business entity, a charity, a trust or other legal entity, the Trustee requires documentation to verify its formation and existence as a legal entity. The Trustee may ask to see financial statements, licenses, identification, and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. StadCo, the City and the County acknowledge that a portion of the identifying information set forth herein is being requested by the Trustee in connection with the USA Patriot Act, Pub. L. 107-56, and StadCo, the County and the City agree to provide any additional information requested by the Trustee in connection with the USA Patriot Act, Pub. L. 107-56 or any similar legislation or regulation to which the Trustee is subject, in a timely manner.

9.13 Audit.

(a) Each of StadCo, the City, the County and the County Clerk, or their duly appointed representatives, have the right (upon reasonable notice, at its own expense and during

regular business hours) to audit the Accounts established hereunder. The books, records, and documents of the Trustee, insofar as they relate to work performed or money received under this Agreement, must be maintained for a period of five full years from the date of final maturity of any debt issued by StadCo, the City or the County to support payments under this Agreement or such longer period required by applicable laws. The books, records, and documents must be maintained in accordance with generally accepted accounting principles and the Florida Public Records Law (Chapter 119 Florida Statutes). The Trustee agrees to abide, in a commercially reasonable time and manner, by any requests or directives from StadCo, the City and the County regarding documentation for charges as those requirements may change from time to time throughout the term of this Agreement.

(b) The Trustee agrees to cooperate with any such audit initiated pursuant to the Development Agreement.

9.14 Third Party Beneficiaries. The StadCo Lenders and their agents are third-party beneficiaries of Sections 1.5, 1.9(f), 3.2(c), 3.4(b), 3.4(c)(i), 3.4(c)(ii), 3.4(f), 3.4(g), 6, 9.3 and 9.15 of this Agreement, and these sections may not be amended in a manner adverse to the StadCo Lenders or their agents, without the prior written consent of the StadCo Lenders or their agents, as applicable.

9.15 Acknowledgement of Security Interest in StadCo Account Funds. The Parties acknowledge that the StadCo Agent has been provided a Security Interest in all funds in the StadCo Account (including all Subaccounts therein). If any funds remain in the StadCo Funds Account after the Project Completion Date has been certified to the Trustee by each of the City, the County and StadCo in accordance with Section 3.5(e) of the Development Agreement, and all Project Costs have been paid as certified to the City and the County in writing by StadCo, the Trustee must return such funds directly to the StadCo Agent pursuant to the wire instructions set forth on Exhibit E, as may be modified by the StadCo Agent in writing from time to time, which will be deemed a return of such funds to StadCo for purposes of Section 3.5(e) of the Development Agreement. The Parties agree that the provisions of this Section 9.15 may not be altered without the consent of the StadCo Agent.

9.16 Trust. The Parties agree that the Trust created hereby and this Agreement, together with any subsequent amendments or modifications hereto, is the Construction Funds Trust and the Construction Funds Trust Agreement, respectively, referred to in the Development Agreement.

9.17 Arbitrage Rebate. Section 148(f) of the Code, as implemented by Sections 1.148-0 through 1.148-11 of the Income Tax Regulations (collectively, the “Rebate Provisions”) requires that, among other requirements and with certain exceptions, the City and the County each pay to the United States of America the excess of the investment earnings on proceeds of the City Bonds and the County Bonds, respectively, over the amounts which would have been earned if such investments were invested at rates equal to the respective yields of the City Bonds and the County Bonds (the “City Rebate Amount” and the “County Rebate Amount,” respectively, and collectively, the “Rebate Amounts”).

(a) Computation of City Rebate Amount.

(i) No later than 60 days following November 1, 2025, the City will cause the Rebate Analyst to calculate the City Rebate Amount as of November 1, 2025 with respect to proceeds of the City Bonds on deposit in the City Escrow Account and City Account and provide a copy of such report to the Trustee, StadCo and the City. If the City Rebate Amount is calculated to be positive, the Trustee will, pursuant to written direction provided by the City, transfer funds equal to the City Rebate Amount from the StadCo Account to the City Arbitrage Rebate Subaccount no later than 15 days after receipt of such written direction. If insufficient funds are on deposit in the StadCo Account to fund such amount, StadCo must make a contribution to the City Arbitrage Rebate Subaccount sufficient to equal the City Rebate Amount required to be deposited therein, as directed in writing by the City.

(ii) No later than 60 days following each subsequent November 1, the City will cause the Rebate Analyst to calculate the City Rebate Amount as of such November 1 and provide a copy of such report to the Trustee, StadCo and the City. If the City Rebate Amount is calculated to be greater than the amount on deposit in the City Arbitrage Rebate Subaccount, the Trustee will, no later than 15 days after receipt of written direction from the City, transfer from the StadCo Account to the City Arbitrage Rebate Subaccount funds sufficient to cause the amount on deposit therein to equal to the current City Rebate Amount. If insufficient funds are on deposit in the StadCo Account to fund such amount, StadCo must make a contribution to the City Arbitrage Rebate Subaccount, as directed in writing by the City, sufficient to equal the City Rebate Amount required to be deposited therein. If the City Rebate Amount is calculated to be less than the amount on deposit in the City Arbitrage Rebate Subaccount, the Trustee will transfer the excess of the amount on deposit over the current City Rebate Amount from the City Arbitrage Rebate Subaccount to the StadCo Account, as directed in writing by the City.

(iii) No later than 60 days following the date of termination of the Trust pursuant to Section 8.1, the City will cause the Rebate Analyst to calculate the City Rebate Amount as of the date of termination and provide a copy of such report to the Trustee, StadCo and the City. If the City Rebate Amount is calculated to be greater than the amount on deposit in the City Arbitrage Rebate Subaccount, (A) sums remaining on deposit in the City Arbitrage Rebate Subaccount will be disbursed by the Trustee to the City as soon as possible upon receipt of written direction from the City and (B) StadCo must transfer to the City funds equal to the difference between the City Rebate Amount and the balance of the City Arbitrage Rebate Subaccount, as directed in writing by the City. If the City Rebate Amount is calculated to be less than the amount on deposit in the City Arbitrage Rebate Subaccount, (A) funds equal to the City Rebate Amount will be disbursed by the Trustee to the City as soon as possible upon receipt of written direction from the City and (B) the remaining balance in the City Arbitrage Rebate Subaccount after such transfer will be disbursed to StadCo. This Section 9.17(a)(iii) will survive the termination of this Agreement.

(iv) In the event the date of termination of the Trust does not occur prior to the fifth anniversary of the date of issuance of the City Bonds, the City will cause the Rebate

Analyst to calculate the City Rebate Amount as of the fifth anniversary of the issue date and provide a copy of such report within forty-five (45) days after such fifth anniversary to the Trustee, StadCo and the City. If the City Rebate Amount is calculated to be positive, the Trustee will disburse to the City funds equal to the City Rebate Amount as soon as possible upon receipt of written direction from the City(A) from the City Arbitrage Rebate Subaccount in the amount on deposit therein, and (B) the remainder, if any, from the StadCo Account. If insufficient funds are on deposit in the StadCo Account to fund such amount, the City will direct StadCo to make a contribution to the City Arbitrage Rebate Subaccount sufficient to equal the City Rebate Amount required to be deposited therein. If any amounts remain on deposit in the City Arbitrage Rebate Subaccount after disbursement to the City of the City Rebate Amount, the Trustee will transfer such remaining funds to the StadCo Account or, if the StadCo Account is closed, to StadCo. In calculating the City Rebate Amount following the date of termination of the Trust pursuant to subsection (iii) above, if the Rebate Analyst determines that an overpayment would be due to the City pursuant to Section 1.148-3(i) of the Regulations, the City will pay such amount to StadCo upon receipt after recovery.

(v) The Trustee will be entitled to rely on the rebate calculations obtained from the Rebate Analyst retained by the City pursuant to any arbitrage certificate and the Trustee will not be responsible for any loss or damage resulting from any good faith action taken or omitted to be taken by the City in reliance upon such calculations. The Trustee will have no obligation to pay any amounts required to be rebated pursuant to this Section and any applicable arbitrage certificate, other than at the direction of the City and from moneys held in the City Arbitrage Rebate Subaccount or from other moneys provided to it by StadCo. The Trustee will have no duty to determine the City Rebate Amount, nor will the Trustee be obligated to pay the City Rebate Amount from its own funds.

(b) Computation of County Rebate Amount.

(i) No later than 60 days following November 1, 2025, the County Clerk will cause the Rebate Analyst to calculate the County Rebate Amount as of November 1, 2025 with respect to proceeds of the County Bonds on deposit in the County Escrow Account and City Account and provide a copy of such report to the Trustee, StadCo, the County and the County Clerk. If the County Rebate Amount is calculated to be positive, the Trustee will transfer funds equal to the County Rebate Amount from the StadCo Account to the County Arbitrage Rebate Subaccount no later than 15 days after receipt of written direction from the County. If insufficient funds are on deposit in the StadCo Account to fund such amount, StadCo must make a contribution to the County Arbitrage Rebate Subaccount sufficient to equal the County Rebate Amount required to be deposited therein, as directed in writing by the County Clerk.

(ii) No later than 60 days following each subsequent November 1, the County Clerk will cause the Rebate Analyst to calculate the County Rebate Amount as of such November 1 and provide a copy of such report to the Trustee, StadCo, the County and the County Clerk. If the County Rebate Amount is calculated to be greater than the amount on deposit in the County Arbitrage Rebate Subaccount, the Trustee will, no later than 15 days after receipt of written

direction from the County Clerk, transfer from the StadCo Account to the County Arbitrage Rebate Subaccount funds sufficient to cause the amount on deposit therein to equal to the current County Rebate Amount. If insufficient funds are on deposit in the StadCo Account to fund such amount, the County Clerk will direct StadCo to make a contribution to the County Arbitrage Rebate Subaccount sufficient to equal the County Rebate Amount required to be deposited therein. If the County Rebate Amount is calculated to be less than the amount on deposit in the County Arbitrage Rebate Subaccount, the Trustee will transfer the excess of the amount on deposit over the current County Rebate Amount from the County Arbitrage Rebate Subaccount to the StadCo Account as directed in writing by the County Clerk.

(iii) No later than 60 days following the date of termination of the Trust pursuant to Section 8.1 of this Agreement, the County Clerk will cause the Rebate Analyst to calculate the County Rebate Amount as of the date of termination and provide a copy of such report to the Trustee, StadCo, the County and the County Clerk. If the County Rebate Amount is calculated to be greater than the amount on deposit in the County Arbitrage Rebate Subaccount, (A) sums remaining on deposit in the County Arbitrage Rebate Subaccount will be disbursed by the Trustee to the County as soon as possible upon receipt of written direction from the County Clerk and (B) StadCo must transfer to the County funds equal to the difference between the County Rebate Amount and the balance of the County Arbitrage Rebate Subaccount as directed in writing by the County Clerk. If the County Rebate Amount is calculated to be less than the amount on deposit in the County Arbitrage Rebate Subaccount, (A) funds equal to the County Rebate Amount will be disbursed by the Trustee to the County as soon as possible upon receipt of written direction from the County Clerk and (B) the remaining balance in the County Arbitrage Rebate Subaccount after such transfer will be disbursed to StadCo. This Section 9.17(b)(iii) will survive the termination of this Agreement.

(iv) In the event the date of termination of the Trust does not occur prior to the fifth anniversary of the date of issuance of the County Bonds, the County Clerk will cause the Rebate Analyst to calculate the County Rebate Amount as of the fifth anniversary of the issue date and provide a copy of such report within forty-five (45) days after such fifth anniversary to the Trustee, StadCo, the County and the County Clerk. If the County Rebate Amount is calculated to be positive, the Trustee will disburse to the County funds equal to the County Rebate Amount as soon as possible upon receipt of written direction from the County Clerk (A) from the County Arbitrage Rebate Subaccount in the amount on deposit therein, and (B) the remainder, if any, from the StadCo Account. If insufficient funds are on deposit in the StadCo Account to fund such amount, the County Clerk will direct StadCo to make a contribution to the County Arbitrage Rebate Subaccount sufficient to equal the County Rebate Amount required to be deposited therein. If any amounts remain on deposit in the County Arbitrage Rebate Subaccount after disbursement to the County of the County Rebate Amount, the Trustee will transfer such remaining funds to the StadCo Account, or if the StadCo Account is closed, to StadCo. In calculating the County Rebate Amount following the date of termination of the Trust pursuant to subsection (iii) above, if the Rebate Analyst determines that an overpayment would be due to the County pursuant to Section

1.148-3(i) of the Regulations, the County will pay such amount to StadCo upon receipt after recovery.

(v) The Trustee will be entitled to rely on the rebate calculations obtained from the Rebate Analyst retained by the County pursuant to any arbitrage certificate and the Trustee will not be responsible for any loss or damage resulting from any good faith action taken or omitted to be taken by the County in reliance upon such calculations. The Trustee will have no obligation to pay any amounts required to be rebated pursuant to this Section and any applicable arbitrage certificate, other than at the direction of the County Clerk and from moneys held in the County Arbitrage Rebate Subaccount or from other moneys provided to it by StadCo. The Trustee will have no duty to determine the County Rebate Amount, nor will the Trustee be obligated to pay the County Rebate Amount from its own funds.

(c) Rebate Analyst Fees. The fees of the Rebate Analyst in computing the Rebate Amounts for the City Rebate Amount and the County Rebate Amount will be paid, as directed in writing by the City and the County Clerk, respectively, by the Trustee from the Trust Funds in accordance with Section 4.3 hereof.

9.18 Force Majeure. The Force Majeure provisions within Section 10 of the Development Agreement apply to the timeframes within this Agreement.

*[Remainder of Page Intentionally Left Blank]*



**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed as of the date first above written.

**RAYS STADIUM COMPANY, LLC, a  
Delaware limited liability company, as  
StadCo**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO CONSTRUCTION FUNDS TRUST AGREEMENT]

**CITY OF ST. PETERSBURG, FLORIDA,**  
as the City

By: \_\_\_\_\_  
Kenneth T. Welch, Mayor

Attest: \_\_\_\_\_  
City Clerk

**Approved as to Form and Content**

\_\_\_\_\_  
City Attorney (Designee)

[SIGNATURE PAGE TO CONSTRUCTION FUNDS TRUST AGREEMENT]

**PINELLAS COUNTY, FLORIDA**, as the  
County

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Chair of Board of County  
Commissioners

Attest: \_\_\_\_\_

Ken Burke, Pinellas County Clerk  
of the Court and Comptroller

[SIGNATURE PAGE TO CONSTRUCTION FUNDS TRUST AGREEMENT]

\_\_\_\_\_ ,  
as the Construction Monitor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[SIGNATURE PAGE TO CONSTRUCTION FUNDS TRUST AGREEMENT]

**U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION, as the Trustee**

By: \_\_\_\_\_  
Scott A. Schuhle  
Vice President

[SIGNATURE PAGE TO CONSTRUCTION FUNDS TRUST AGREEMENT]

## **EXHIBIT A TO CONSTRUCTION FUNDS TRUST AGREEMENT**

### **GLOSSARY OF DEFINED TERMS AND RULES AS TO USAGE**

To the extent not defined herein, all capitalized terms have the meanings given such terms in the Development Agreement.

#### **Glossary of Defined Terms**

“2024A Project” has the meaning set forth in the City Bond Resolution.

“2024B Project” has the meaning set forth in the City Bond Resolution.

“2024A Subaccount” has the meaning set forth in Section 3.1(a)(i).

“2024B Subaccount” has the meaning set forth in Section 3.1(a)(i).

“Account” means any of the accounts of the Trust established in the name of the Trust in accordance with Section 3.1 of this Agreement. Reference to an Account or Accounts includes any Subaccount of such Account or Accounts as applicable.

“Agreement” means this Construction Funds Trust Agreement, as the same may be hereafter amended, amended and restated, restated or otherwise modified from time to time.

“Applicable Laws” has the meaning set forth in the Development Agreement.

“Approval Notice” has the meaning set forth in Section 3.4(c)(ii) of this Agreement.

“Beneficiary” and “Beneficiaries” has the meanings set forth in Section 1.5 of this Agreement.

“Business Day” means any day other than a Saturday, Sunday, Legal Holiday or a day on which commercial banks are not required to be open or are authorized to close in St. Petersburg, Florida. If any time period expires on a day that is not a Business Day or any event or condition is required by the terms of this Agreement to occur or be fulfilled on a day which is not a Business Day, such period will expire or such event or condition will occur or be fulfilled, as the case may be, on the next succeeding Business Day.

“City” has the meaning set forth in the Preamble to this Agreement.

“City Account” has the meaning set forth in Section 3.1 of this Agreement. For clarity, the City Account is referenced as the City Funds Account in the Development Agreement and the Project Fund in the City Bond Resolution. The City Account includes the 2024A Subaccount, the 2024B Subaccount and the City Arbitrage Rebate Subaccount.

“City Arbitrage Rebate Subaccount” has the meaning set forth in Section 3.1(a)(ii).

“City Bond Resolution” means Resolution No. 2024-296 adopted by the City Council of the City on July 18, 2024, as may be amended and supplemented from time to time.

“City Bonds” means the City of St. Petersburg, Florida Non-Ad Valorem Revenue Bonds, Series 2024A (Stadium Project) and the City of St. Petersburg, Florida Non-Ad Valorem Revenue Bonds, Series 2024B (Stadium Project).

“City’s CFO” means the City’s Chief Financial Officer or her designee.

“City Construction Representative” has the meaning set forth in the Development Agreement.

“City Contribution Amount” has the meaning set forth in the Development Agreement.

“City/County Percentage” means, as of the applicable date of determination, (1) the remaining sum of all funds in the City Account and the County Account (less, in both cases, any remaining amounts in the City Arbitrage Rebate Subaccount and the County Arbitrage Rebate Subaccount), (2) divided by the remaining Project Costs other than Cost Overruns and City Change Order Costs, all as of the date of determination.

“City Escrow Account” means the City escrow account created pursuant to the City Escrow Agreement for the deposit and holding of the City Contribution Amount prior to the Funding Release Date.

“City Escrow Agreement” means the Escrow Agreement dated \_\_\_\_\_, 2024, by and between the City and U.S. Bank Trust Company, National Association, as escrow agent.

“City Rebate Amount” has the meaning set forth in Section 9.17.

“Code” means the Internal Revenue Code of 1986, as amended.

“Construction Monitor” means an independent engineer appointed pursuant to the terms of the Development Agreement, or any successor approved pursuant to the terms of the Development Agreement. StadCo will deliver to the Trustee a written notice of any change in the identity of the Construction Monitor. The initial Construction Monitor is \_\_\_\_\_.

“Construction Monitor Notice” has the meaning set forth in Section 3.4(f) of this Agreement.

“Cost Overruns” has the meaning set forth in the Development Agreement.

“County” has the meaning set forth in the Preamble to this Agreement.

“County Account” has the meaning set forth in Section 3.1 of this Agreement. For clarity, the County Account is referenced as the County Funds Account in the Development Agreement. The County Account includes the County Arbitrage Rebate Subaccount.

“County Arbitrage Rebate Subaccount” has the meaning set forth in Section 3.1(b)(i).

“County Bond-Funded Contribution Amount” has the meaning set forth in the Development Agreement.

“County Bond Resolution” means Pinellas County Resolution No. 24-42 adopted by the Pinellas County Board of County Commissioners on July 31, 2024, as may be amended and supplemented from time to time.

“County Bonds” means the Pinellas County, Florida Tourist Development Tax Revenue Bonds, Series 2024 (Stadium Project).

“County Clerk” means the Clerk of the Circuit Court and the Comptroller of Pinellas County, Florida, and his or her designees.

“County Construction Reviewer” has the meaning set forth in the Development Agreement.

“County Contribution Amount” means, for purposes of this Agreement, the County-Bond Funded Contribution Amount. For clarity, the County TIF-Funded Contribution Amount is not a part of the County Contribution Amount for purposes of this Agreement.

“County Escrow Account” means the County escrow account created pursuant to the County Escrow Agreement.

“County Escrow Agreement” means the Escrow Agreement dated \_\_\_\_\_, 2024, by and between the County and U.S. Bank Trust Company, National Association, as escrow agent for the deposit and holding of the County Contribution Amount prior to the Funding Release Date.

“County Rebate Amount” has the meaning set forth in Section 9.17.

“County TIF-Funded Contribution Amount” has the meaning set forth in the Development Agreement.

“Deficiency” has the meaning set forth in Section 3.4(f) of this Agreement.

“Deposits” means the deposits and contributions made to the Trust in accordance with Section 3.2 of this Agreement.

“Development Agreement” has the meaning set forth in the Recitals of this Agreement.

“Disputed Items” has the meaning set forth in Section 3.4(c)(i) of this Agreement.

“Effective Date” has the meaning set forth in the Preamble to this Agreement.

“Executive Officers” has the meaning set forth in Section 4.4(b) of this Agreement.

“Funding Notice” has the meaning set forth in Section 3.4(b) of this Agreement.

“Funding Notice Approval” has the meaning set forth in Section 3.4(b)(iv) of this Agreement.

“Funding Release Date” has the meaning set forth in the Development Agreement.



“Governmental Authority” means any federal, state, county, city, local or other government or political subdivision, court or any agency, authority, board, bureau, commission, department or instrumentality thereof.

“IRS” has the meaning set forth in Section 9.11 of this Agreement.

“Legal Holiday” means any day, other than a Saturday or Sunday, on which the City’s, the County Clerk’s or the County’s administrative offices are closed for business.

“Master Application for Payment” means the master application for payment in substantially the form of Annex A attached to the form of Funding Notice, or such other form of master application for payment as is required to be delivered to the Construction Monitor and the StadCo Agent from time to time under the StadCo Credit Facility.

“ODP” has the meaning set forth in the Development Agreement.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, limited liability company, unincorporated organization, Governmental Authority or any other form of entity.

“Project Budget” has the meaning set forth in the Development Agreement.

“Project Completion Date” has the meaning set forth in the Development Agreement.

“Project Costs” has the meaning set forth in the Development Agreement.

“Project Improvements” has the meaning set forth in the Development Agreement.

“Rebate Amounts” has the meaning set forth in Section 9.17.

“Rebate Analyst” means [\_\_\_\_], or any certified public accountant, financial analyst, law firm or financial institution experienced in making the arbitrage and rebate calculations required pursuant to Section 148(f) of the Code, appointed by the City with regard to the City Account and by the County with regard to the County Account.

“Rebate Provisions” has the meaning set forth in Section 9.17(a).

“Reviewing Person(s)” has the meaning set forth in Section 3.4(b)(i).

“Secured Party” has the meaning set forth in the Stadium Operating Agreement.

“Security Interest” has the meaning set forth in the Stadium Operating Agreement.

“StadCo” has the meaning set forth in the Preamble to this Agreement.

“StadCo Account” has the meaning set forth in Section 3.1 of this Agreement.

“StadCo Agent” means \_\_\_\_\_, as administrative agent and collateral agent under the StadCo Credit Facility that, among other things, establishes the basis for creating the Use Rights

Security Interest in favor of the Use Rights Secured Party, together with its successors and assigns in such capacities.

“StadCo Contribution Amount” has the meaning set forth in the Development Agreement.

“StadCo Cost Overrun Subaccount” has the meaning set forth in Section 3.1(c) of this Agreement.

“StadCo Credit Facility” has the meaning set forth in the Development Agreement for the term “Credit Facility”; *provided*, that the Security Interests created by or through each StadCo Credit Facility must meet the requirements set forth in the Stadium Operating Agreement for the type of Security Interest being granted by or through the applicable StadCo Credit Facility.

“StadCo Credit Facility Subaccount” has the meaning set forth in Section 3.1(c) of this Agreement.

“StadCo Lenders” has the meaning set forth in the Development Agreement for the term “Lenders”; *provided*, that any StadCo Lender (or agent therefor) holding a Security Interest must meet the requirements set forth in the Stadium Operating Agreement for being a Secured Party for the type of Security Interest being granted by or through the applicable StadCo Credit Facility.

“StadCo Representative” has the meaning set forth in the Development Agreement.

“StadCo Source of Funds” has the meaning set forth in the Development Agreement.

“Stadium” has the meaning set forth in the Development Agreement.

“Stadium Operating Agreement” means the Stadium Operating Agreement, dated as of July 31, 2024 (as may be amended, amended and restated, restated, supplemented or otherwise modified in accordance with the terms thereof).

“Stage One Disbursements” has the meaning set forth in Section 3.4(d)(i) of this Agreement.

“Stage Three Disbursements” has the meaning set forth in Section 3.4(d)(iv) of this Agreement.

“Stage Two Disbursements” has the meaning set forth in Section 3.4(d)(ii) of this Agreement.

“Subaccounts” has the meaning set forth in Section 3.1 of this Agreement.

“Team” has the meaning set forth in the Recitals to this Agreement.

“Treasury Regulations” means the Treasury Regulations regarding the Code as promulgated by the U.S. Department of the Treasury.

“Trust” means the “Rays Stadium Project Trust” established and governed by this Agreement.

“Trust Disbursement Amount” has the meaning set forth in Section 3.4(c)(ii) of this Agreement.

“Trust Funds” means the funds deposited with Trustee pursuant to Section 3 of this Agreement, together with any earnings thereon.

“Trust Income” means the interest and other income of the Trust determined in accordance with Section 5 of this Agreement.

“Trust Period” means the date hereof through the first anniversary of the Project Completion Date.

“Trust Principal” means the principal of the Trust determined in accordance with Section 5 of this Agreement.

“Trustee” has the meaning set forth in the Preamble to this Agreement.

“Use Rights Secured Party” has the meaning set forth in the Stadium Operating Agreement.

“Use Rights Security Interest” has the meaning set forth in the Stadium Operating Agreement.

### **Rules as to Usage**

1. The terms defined above have the meanings set forth above for all purposes, and such meanings are applicable to both the singular and plural forms of the terms defined.
2. “Include,” “includes,” and “including” will be deemed to be followed by “without limitation” whether or not they are in fact followed by such words or words of like import.
3. “Writing,” “written,” and comparable terms refer to printing, typing, and other means of reproducing in a visible form.
4. Any agreement, instrument or Applicable Laws defined or referred to above means such agreement or instrument or Applicable Laws as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of Applicable Laws) by succession of comparable successor Applicable Laws and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein.
5. References to a Person are also to its permitted successors and assigns.
6. Any term defined above by reference to any agreement, instrument or Applicable Laws has such meaning whether or not such agreement, instrument or Applicable Laws is/are in effect.
7. “Hereof,” “herein,” “hereunder,” and comparable terms refer, unless otherwise expressly indicated, to this entire Agreement and not to any particular article, section or other subdivision thereof or attachment thereto. References in this Agreement to “Article,” “Section,” “Subsection” or another subdivision or to an attachment are, unless the context otherwise requires, to an article, section, subsection or subdivision of or an attachment to this Agreement or such other instrument being expressly referred to within such reference. All references to exhibits, schedules or appendices in this Agreement are to exhibits, schedules or appendices attached to this Agreement.
8. Pronouns, whenever used in any agreement or instrument that is governed by this Appendix and of whatever gender, includes natural Persons, corporations, limited liability companies, partnerships, and associations of every kind and character.
9. References to any gender include, unless the context otherwise requires, references to all genders.
10. Unless otherwise specified, all references to a specific time of day will be based upon Eastern Standard Time or Eastern Daylight Saving Time, as applicable on the date in question in St. Petersburg, Florida.
11. References to “\$” or to “dollars” means the lawful currency of the United States of America.

**EXHIBIT B TO CONSTRUCTION FUNDS TRUST AGREEMENT**

**FUNDING NOTICE**

[\_\_\_\_\_, 20\_\_]

To: Construction Monitor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

StadCo Agent

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

City Construction Representative

\_\_\_\_\_

Attn: \_\_\_\_\_

County Construction Reviewer

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

County Clerk

\_\_\_\_\_

Attn: \_\_\_\_\_

City

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

County

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Re: Funding Notice No. [\_\_\_\_\_]

Ladies and Gentlemen:

Reference is hereby made to that certain Construction Funds Trust Agreement, dated as of \_\_\_\_\_, 2024 (as amended, amended and restated, restated, supplemented or otherwise modified from time to time, the “Construction Funds Trust Agreement”) among (i) Rays Stadium Company, LLC, a Florida limited liability company (“StadCo”), (ii) the City of St. Petersburg, Florida (the “City”), (iii) Pinellas County, Florida (the “County”), (iv) \_\_\_\_\_, in its capacity as construction monitor hereunder (in such capacity, the “Construction Monitor”), and (v) U.S. Bank Trust Company, National Association, a national banking association, not individually but solely as trustee (together with its successors and assigns in such capacity, the “Trustee”). Capitalized terms used herein but not defined herein have the meanings assigned to such terms in the Construction Funds Trust Agreement.

This notice, together with its attachments, constitute a Funding Notice referred to in Section 3.4(b) of the Construction Funds Trust Agreement.

1. Attached hereto as Annex A is (i) a summary of the Master Application for Payment, together with a Master Application for Payment, and (ii) a certification for payment.
2. Attached hereto as Annex B is a copy of a construction drawdown schedule prepared by StadCo, which reflects StadCo’s best estimate as to the amount and timing of construction drawdowns from and after the date of the Master Application for Payment.
3. Attached hereto as Annex C is a copy of the sworn construction statement of the CMAR, Design Builder or Other Contractor setting forth the contractors, subcontractors, and suppliers to be paid, including ODP purchases; the amount of each contract; the amount paid to date on each contract; and the amount of each payment being requested, together with the balance then due under the applicable contract.
4. Attached hereto as Annex D is a copy of StadCo’s sworn construction statement setting forth the contractors and suppliers to be paid, the amount of each contract, the amount paid to date on each contract, and the amount of each payment being requested, together with the balance then due under the applicable contract.
5. Attached hereto as Annex E are conditional waivers of mechanic’s lien and/or materialman’s lien, duly executed by the contractors and/or suppliers to be paid pursuant to the Master Application for Payment.
6. Attached hereto as Annex F are unconditional waivers of mechanic’s lien and/or materialman’s lien, duly executed by the contractors and/or suppliers paid pursuant to the Master Application for Payment delivered under the Construction Funds Trust Agreement for the immediately preceding month, covering liens for all work done and materials supplied for which disbursement was made pursuant to such Master Application for Payment.

7. Attached hereto as Annex G are proposed endorsements with respect to any intervening liens or other matters affecting title (if any).
8. Attached hereto as Annex H are the disbursement instructions referenced below.

The undersigned, a duly authorized representative of StadCo, hereby requests that the Trustee distribute funds from the applicable Accounts indicated in the Master Application for Payment and below to pay Project Costs incurred or due and payable in connection with the design and construction of the Project Improvements in accordance with the terms of the Construction Funds Trust Agreement.

The amounts requested to be funded pursuant to this Funding Notice will constitute a Stage \_\_\_\_\_ [One, Two or Three] Disbursement. The total amount requested to be funded from the Accounts pursuant to this Funding Notice is \$[\_\_\_\_\_], and this amount should be paid to the respective Parties according to the disbursement instructions attached hereto as Annex H and as follows:

City Account\* \$

City 2024A Subaccount \$

City 2024B Subaccount \$

County Account\* \$

StadCo Account \$

Stadco Cost Overrun Subaccount \$

Stadco Credit Facility Subaccount \$

*\*City and County amounts are based on City/County Percentage.*

StadCo hereby certifies that all disbursements included in the Master Application for Payment attached hereto in Annex A are Project Costs incurred in accordance with the Project Budget and further that the Master Application for Payment is delivered in accordance with the Development Agreement and the StadCo Credit Facility.

Submission of this Funding Notice constitutes StadCo’s representation and certification that the following statements are true:

- (1) All representations and warranties of StadCo set forth in the Construction Trust Funds Agreement and Development Agreement are true and correct as of the date hereof.
- (2) No event has occurred and is continuing which, but for the giving of notice, the expiration of any cure period, or both, would constitute an Event of Default by StadCo the Development Agreement, or a breach of or default under the Construction Funds Trust Agreement.

(3) Each item for which payment or reimbursement is herein requested was necessary in connection with the Project Improvements work and has not formed the basis for any prior payment.

(4) Other than amounts requested to be paid pursuant to this Funding Notice, and for work or material furnished after the period covered by this Funding Notice, to StadCo's knowledge,] there are no amounts unpaid for labor, wages, materials or supplies, which, if unpaid, might become the basis of a vendor's lien, or a mechanics', materialmen's, statutory or other similar lien upon the Stadium or other Project Improvements or any part thereof.

(5) No amounts requested to be paid pursuant to this Funding Notice from the City Account or the County Account are for materials not yet incorporated into the Project Improvements.

*[Remainder of Page Intentionally Left Blank]*



**IN WITNESS WHEREOF**, the undersigned representative of StadCo has executed this Funding Notice on behalf of StadCo, and not individually, as of the date first set forth above.

**RAYS STADIUM COMPANY, LLC**

By:

\_\_\_\_\_

Name:

Title:

cc:           **[City Address Block]**  
          Attention:  
          E-Mail:  
          Phone:

**[County Address Block]**  
Attention:  
E-mail:  
Phone:

**[Lender Address Block]**  
Attention:  
E-Mail:  
Phone:  
Facsimile:

**[Construction Monitor Address Block]**  
Attention:  
E-Mail:  
Phone:

**ANNEX A**

**FORM OF MASTER APPLICATION FOR PAYMENT**

**MASTER APPLICATION FOR PAYMENT SUMMARY**

**RAYS STADIUM COMPANY LLC**, a Delaware limited liability company ( “StadCo”) in support of the Funding Notice to which this Master Application for Payment is attached, hereby certifies that the information provided below is true and complete in all respects.

1. Period Covered by this Master Application for Payment: [\_\_\_\_\_]
2. Total Amount of Project Costs Requested with this Master Application for Payment: \$[\_\_\_\_\_].
3. Breakdown of the Total Amount from Section 2 above by CMAR, Design Builder or Other Contractor and portion of the Stadium and other Project Improvements:

Name of CMAR, Design Builder or Other Contractor	Scope of Work Summary (including whether for Stadium or Parking Garage Improvements, Project 2024A costs or Project 2024B costs)	Amount Claimed
		Total:

4. Separate Applications for Payment from each above-referenced CMAR, Design Builder or Other Contractor are attached to this Master Application for Payment Summary on AIA G702 and G703 forms (or equivalent approved by Construction Monitor). <sup>1</sup>

**IN WITNESS WHEREOF**, the undersigned representative of StadCo has executed this Master Application for Payment on behalf of StadCo, and not individually, as of the date first set forth above.

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<sup>1</sup> NTD City - Parties should consider whether to require notarization of the GC Applications for Payment and/or this Master Application for Payment

**RAYS STADIUM COMPANY, LLC**

By:  
Name:  
Title:

**REVIEWED AND APPROVED:**

<b>CONSTRUCTION MONITOR</b>	<b>TRUSTEE</b>
By:	By:
Name:	Name:
Title:	Title:

**ANNEX B**

**CONSTRUCTION DRAWDOWN SCHEDULE**

ANNEX C

**CMAR, DESIGN-BUILDER AND OTHER CONTRACTOR'S SWORN  
CONSTRUCTION STATEMENTS**

[TO BE ON AIA DOCUMENT G907 – 2022]



**TOTAL PROJECT COST STATEMENT**

	<u>Description of Cost</u>	<u>Contract/Budget Amount</u>	<u>Amount Requested</u>	<u>Amount Remaining</u>
<b><u>Hard Costs</u></b>	<b>Parking Garage Improvements:</b>			
	Design-Builder	\$	\$	\$
	Subcontractor A	\$	\$	\$
	Subcontractor B	\$	\$	\$
	Subcontractor C	\$	\$	\$
	<b>Stadium Improvements:</b>			
	CMAR	\$	\$	\$
	Subcontractor A	\$	\$	\$
	Subcontractor B	\$	\$	\$
	Subcontractor C	\$	\$	\$
	Contractor X	\$	\$	\$
	Subcontractor A	\$	\$	\$
	Subcontractor B	\$	\$	\$
	Subcontractor C	\$	\$	\$
	<b>Materials Procurement</b>	\$	\$	\$
	<b>FF&amp;E</b>	\$	\$	\$
	<b>[Other]</b>	\$	\$	\$
	<b>[Other]</b>	\$	\$	\$
	<b><u>Total Hard Costs:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b><u>Soft Costs</u></b>	<b>Parking Garage Improvements:</b>			
	Design-Builder	\$	\$	\$
	Subconsultant A	\$	\$	\$
	Subconsultant B	\$	\$	\$
	Subconsultant C	\$	\$	\$
	<b>Stadium Improvements:</b>			
	Architect	\$	\$	\$
	Subconsultant A	\$	\$	\$
	Subconsultant B	\$	\$	\$
	Subconsultant C	\$	\$	\$
	Designer X	\$	\$	\$
	Subconsultant A	\$	\$	\$
	Subconsultant B	\$	\$	\$
	Subconsultant C	\$	\$	\$
	<b>Permitting</b>	\$	\$	\$
	<b>StadCo Financial Advisors</b>	\$	\$	\$
	<b>StadCo Legal Fees</b>	\$	\$	\$
	<b>StadCo Employees</b>	\$	\$	\$
	<b>Misc. Expenses</b>	\$	\$	\$
<b>[Other]</b>	\$	\$	\$	

	<u>Description of Cost</u>	<u>Contract/Budget Amount</u>	<u>Amount Requested</u>	<u>Amount Remaining</u>
	[Other]	\$ _____	\$ _____	\$ _____
	<u>Total Soft Costs</u>	\$ _____	\$ _____	\$ _____
	<u>Total Project Costs</u>	\$ _____	\$ _____	\$ _____



ANNEX E

CONDITIONAL WAIVERS OF LIEN  
(PARTIAL PAYMENT AND FINAL PAYMENT)

**WAIVER AND RELEASE OF LIEN  
UPON PROGRESS PAYMENT  
(CONDITIONAL)**

The undersigned contractor/supplier, upon receipt and in consideration of the sum of \$ \_\_\_\_\_, hereby waives and releases its lien and right to claim a lien and to assert any payment claim for labor, services, or materials furnished through [DATE], to [NAME OF CUSTOMER] on the job of [NAME OF OWNER] to the following described property: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Description of property)

This waiver and release does not cover any retention withheld or any labor, services, or materials furnished after the date specified.

DATED on \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

By: \_\_\_\_\_  
Contractor/Supplier

**WAIVER AND RELEASE OF LIEN  
UPON FINAL PAYMENT  
(CONDITIONAL)**

The undersigned contractor/supplier, upon receipt and in consideration of the final payment in the amount of \$\_\_\_\_\_, hereby waives and releases its lien and right to claim a lien and to assert any payment claim for labor, services, or materials furnished to [NAME OF CUSTOMER] on the job of [NAME OF OWNER] to the following described property:

\_\_\_\_\_

\_\_\_\_\_

(Description of property)

DATED on \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

By: \_\_\_\_\_  
Contractor/Supplier

ANNEX F

**UNCONDITIONAL WAIVERS OF LIEN**  
**(PARTIAL PAYMENT AND FINAL PAYMENT)**

**WAIVER AND RELEASE OF LIEN  
UPON PROGRESS PAYMENT  
(UNCONDITIONAL)**

The undersigned contractor/supplier, in consideration of the sum of \$ \_\_\_\_\_, which the undersigned acknowledges it has received, hereby unconditionally waives and releases its lien and right to claim a lien and to assert any payment claim for labor, services, or materials furnished through [DATE], to [NAME OF CUSTOMER] on the job of [NAME OF OWNER] to the following described property: \_\_\_\_

\_\_\_\_\_  
(Description of property)

This waiver and release does not cover any retention withheld or any labor, services, or materials furnished after the date specified.

DATED on \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

By: \_\_\_\_\_

Contractor/Supplier

# WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT (UNCONDITIONAL)

The undersigned contractor/supplier, in consideration of the final payment in the amount of \$\_\_\_\_\_, which the undersigned acknowledges it has received, hereby waives and releases its lien and right to claim a lien and to assert any payment claim for labor, services, or materials furnished to [NAME OF CUSTOMER] on the job of [NAME OF OWNER] to the following described property:

\_\_\_\_\_  
\_\_\_\_\_  
(Description of property)

DATED on \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

By: \_\_\_\_\_  
Contractor/Supplier

**ANNEX G**

**PROPOSED ENDORSEMENTS WITH RESPECT TO ANY INTERVENING LIENS OR  
OTHER MATTERS AFFECTING TITLE**

**ANNEX H**

**DISBURSEMENT INSTRUCTIONS FOR FUNDING NOTICE**

**EXHIBIT C TO CONSTRUCTION FUNDS TRUST AGREEMENT**

**FEES AND EXPENSES OF THE TRUSTEE**

\$\_\_\_\_\_ annually, payable in advance on the date of this Agreement and thereafter on \_\_\_\_\_ 1 of each calendar year beginning \_\_\_\_\_ 1, 2025.<sup>2</sup>

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<sup>2</sup> NTD – USB to provide.

**EXHIBIT D TO CONSTRUCTION FUNDS TRUST AGREEMENT**

**AUTHORIZED REPRESENTATIVES; SECURITY PROTOCOL**

Authorized Representative of the City [City Address Block]  
for Purposes of Investment Instructions: Attention:  
E-Mail:  
Phone:

And those other officials whose names and signatures  
are included in the designation certificate attached to  
this Exhibit D as Schedule 1.

Authorized Representative of the City [City Address Block]  
for All Other Purposes: Attention:  
E-Mail:  
Phone:

Executive Officer of the City: [City Address Block]  
Attention:  
E-Mail:  
Phone:

Authorized Representative of the County: Pinellas County, Florida  
315 Court Street  
Clearwater, Florida 33756  
Attn.: County Administrator  
Email: bburton@pinellas.gov

and to:  
Pinellas County Attorney  
315 Court Street  
Clearwater, Florida 33756  
Attn.: County Attorney  
Email: jwhite@pinellas.gov

Authorized Representative of the Clerk of the Circuit Court and Controller  
County Clerk: 14 S. Fort Harrison Avenue, Third Floor  
Clearwater, Florida 33756  
Attn.: Chief Deputy Director, Finance Division  
Email: jphillips@mypinellasclerk.gov

Authorized Representatives of StadCo: [StadCo Address Block]  
Attention:  
E-Mail:  
Phone:



Executive Officers of StadCo:

[StadCo Address Block]

Attention:

E-Mail:

Phone:

**SCHEDULE I TO EXHIBIT D TO CONSTRUCTION FUNDS TRUST AGREEMENT**  
**AUTHORIZED REPRESENTATIVES FOR BANKING AND INVESTMENT ACTIVITY**  
**(effective immediately)**

The following employees of the City of St. Petersburg, Florida (the “City”) are hereby authorized to conduct banking and investment transactions on behalf of the City.

Notification will be provided of any changes to this list of authorized representatives.

<u>Name/Title</u>	<u>Signature</u>
[Name]	
[Title]	
Email:	
Phone:	

CITY OF ST. PETERSBURG, FLORIDA

\_\_\_\_\_  
Mayor  
\_\_\_\_\_, 2024

APPROVED AS TO FORM

\_\_\_\_\_  
The following employees of the Clerk of the Circuit Court and Comptroller, Pinellas County, Florida, are hereby authorized to conduct banking and investment transactions on behalf of the County.

Notification will be provided of any changes to this list of authorized representatives.

<u>Name/Title</u>	<u>Signature</u>
[Name]	
[Title]	
Email:	
Phone:	

Clerk of the Circuit Court and Comptroller, PINELLAS COUNTY, FLORIDA

\_\_\_\_\_  
County Clerk

SCHEDULE I-1

\_\_\_\_\_, 2024

APPROVED AS TO FORM

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SCHEDULE I-2

**EXHIBIT E TO CONSTRUCTION FUNDS TRUST AGREEMENT**

**WIRE TRANSFER INSTRUCTIONS**

TO THE CITY:

To be provided at a later date by written notice to the Trustee.

TO THE COUNTY:

To be provided at a later date by written notice to the Trustee.

TO THE STADCO AGENT:

To be provided at a later date by written notice to the Trustee.

**EXHIBIT F TO CONSTRUCTION FUNDS TRUST AGREEMENT**  
**CITY INVESTMENT REQUIREMENTS**

Permitted Investments as such term is defined in the City Bond Resolution.

**EXHIBIT G TO CONSTRUCTION FUNDS TRUST AGREEMENT**

**COUNTY INVESTMENT REQUIREMENTS**

The County Clerk, or designee(s) listed in Exhibit I to Exhibit D, will direct all County Account investments.

**EXHIBIT H TO CONSTRUCTION FUNDS TRUST AGREEMENT**

**NOTICE ADDRESSES**

**To StadCo at:** Rays Stadium Company, LLC  
One Tropicana Drive  
St. Petersburg, Florida 33705  
Attention: Melanie Lenz  
Email: [mrenz@raysbaseball.com](mailto:mrenz@raysbaseball.com)  
Phone:

**with a copy to:** Rays Baseball Club, LLC  
One Tropicana Drive  
St. Petersburg, Florida 33705  
Attention: Matt Silverman  
Email: [msilverman@raysbaseball.com](mailto:msilverman@raysbaseball.com)  
Phone:

**To the City at:** City of St. Petersburg  
175 Fifth Street North  
St. Petersburg, Florida 33701  
Attention: City Administrator  
E-mail: [robert.gerdes@stpete.org](mailto:robert.gerdes@stpete.org)  
Phone:

**with a copy to:** City of St. Petersburg  
175 Fifth Street North  
St. Petersburg, Florida 33701  
Attention: City Attorney  
E-mail: [Jacqueline.Kovilaritch@stpete.org](mailto:Jacqueline.Kovilaritch@stpete.org)  
Phone:

**To the County at:** Pinellas County, Florida  
315 Court Street  
Clearwater, Florida 33756  
Attention: County Administrator  
Email: [bburton@pinellas.gov](mailto:bburton@pinellas.gov)  
Phone:

**with a copy to:** Pinellas County Attorney  
315 Court Street  
Clearwater, Florida 33756  
Attention: County Attorney  
Email: [jwhite@pinellas.gov](mailto:jwhite@pinellas.gov)  
Phone:

**To the County Clerk at:** Clerk of the Circuit Court and Comptroller  
14 S. Fort Harrison Avenue, Third Floor  
Clearwater, Florida 33756  
Attn.: Chief Deputy Director, Finance Division  
Email: [jphillips@mypinellasclerk.gov](mailto:jphillips@mypinellasclerk.gov)

**To the Construction Monitor at:** [Construction Monitor Address]

**To the Trustee at:** U.S. Bank Trust Company, National Association  
500 West Cypress Creek Road,  
Suite 460  
Fort Lauderdale, Florida 33309  
Attention: Global Corporate Trust  
Email: [scott.schuhle@usbank.com](mailto:scott.schuhle@usbank.com)  
Phone: 954-938-2476

To the County Clerk at: Clerk of the Circuit Court and Comptroller  
14 S. Fort Harrison Avenue, Third Floor  
Clearwater, Florida 33756  
Attn.: Chief Deputy Director, Finance Division  
Email: [jphillips@mypinellasclerk.gov](mailto:jphillips@mypinellasclerk.gov)



**EXHIBIT G**  
**FORM OF ESCROW AGREEMENT**

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement"), as of \_\_\_\_\_, 20\_\_ ("Effective Date"), by and between the CITY OF ST. PETERSBURG, FLORIDA (the "Issuer"), and U.S. Bank Trust Company, National Association organized under the laws of the United States of America, as escrow agent, and its successors and assigns (the "Escrow Agent");

### **RECITALS:**

WHEREAS, on the Effective Date, the Issuer issued its \$\_\_\_\_\_ Non-Ad Valorem Revenue Bonds, Series 2024A (Stadium Project) (the "2024A Bonds") and \$\_\_\_\_\_ Non-Ad Valorem Revenue Bonds, Series 2024B (Stadium Project) (the "2024B Bonds," and together with the 2024A Bonds, the "Bonds"); and

WHEREAS, in satisfaction of the requirements of the Bond Resolution, Construction Funds Trust Agreement and this Agreement, on the Effective Date, after payment of related transaction costs, the Issuer desires to deposit the remaining proceeds of the 2024A Bonds in the 2024A Escrow Account and, after payment of related transaction costs, the Issuer desires to deposit the remaining proceeds of the 2024B Bonds in the 2024B Escrow Account; and

WHEREAS, the Issuer and the Escrow Agent are entering into this Agreement to set forth the duties and obligations of such parties.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into the Agreement, and the mutual covenants and agreements herein contained, the Issuer and the Escrow Agent agree as follows:

SECTION 1. Definitions. Capitalized terms used in this Agreement have the meaning set forth below or within the individual sections, Preamble or Recitals of this Agreement. All capitalized undefined terms used herein have the meanings ascribed thereto in the Bond Resolution.

(a) "Bond Resolution" means Resolution No. 2024-296 adopted by the City Council of the Issuer on July 18, 2024, as amended and supplemented from time to time, as particularly supplemented by Resolution No. 2024-\_\_\_\_ adopted by the City Council of the Issuer on \_\_\_\_\_, 2024.

(b) "City Funds Account" has the meaning ascribed thereto in the Development and Funding Agreement dated as of July 31, 2024 by and between the Issuer, Pinellas County, Florida and Rays Stadium Company, LLC. For clarity, the City Funds Account has the same meaning as (i) the Project Fund pursuant to the Bond Resolution and (i) the City Account in the Construction Funds Trust Agreement.

(c) "Construction Funds Trust Agreement" means the Construction Funds Trust Agreement to be entered into by and between the Issuer, Pinellas County, Florida, the Clerk of the Circuit Court and Comptroller of Pinellas County, Florida, or his designee, if applicable,

Rays Stadium Company, LLC, and the Construction Funds Trustee, pursuant to Section 12 hereof.

(d) "Funding Release Date" has the meaning set forth in the Construction Funds Trust Agreement.

(e) "2024A Escrow Account" means the account hereby created and entitled 2024A Escrow Account established and held by the Escrow Agent pursuant to this Agreement in which cash and investments will be held for transfer to the 2024A Subaccount hereby created in the City Funds Account pursuant to the Construction Funds Trust Agreement to be used to pay costs of the 2024A Project on and after the Funding Release Date. The 2024A Escrow Account must explicitly name the Chief Financial Officer as an authorized party and must meet all the provisions of Chapter 280, Florida Statutes, as required for security of public deposits.

(f) "2024B Escrow Account" means the account hereby created and entitled 2024B Escrow Account established and held by the Escrow Agent pursuant to this Agreement in which cash and investments will be held for transfer to the 2024B Subaccount hereby created in the City Funds Account pursuant to the Construction Funds Trust Agreement to be used to pay costs of the 2024B Project on and after the Funding Release Date. The 2024B Escrow Account must explicitly name the Chief Financial Officer as an authorized party and must meet all the provisions of Chapter 280, Florida Statutes, as required for security of public deposits. For clarity, the 2024A Escrow Account and the 2024B Escrow Account are referred to collectively as the "City Escrow Account" in the Development and Funding Agreement dated as of July 31, 2024 by and between the Issuer, Pinellas County, Florida and Rays Stadium Company, LLC.

## SECTION 2. Deposit of Funds.

(a) The Issuer hereby deposits \$\_\_\_\_\_ with the Escrow Agent for deposit into the 2024A Escrow Account, in immediately available funds, which funds the Escrow Agent acknowledges receipt of, to be held in irrevocable escrow by the Escrow Agent separate and apart from other funds of the Escrow Agent and applied solely as provided in this Agreement.

(b) The Issuer hereby deposits \$\_\_\_\_\_ with the Escrow Agent for deposit into the 2024B Escrow Account, in immediately available funds, which funds the Escrow Agent acknowledges receipt of, to be held in irrevocable escrow by the Escrow Agent separate and apart from other funds of the Escrow Agent and applied solely as provided in this Agreement.

## SECTION 3. Use and Investment of Funds.

(a) The Escrow Agent acknowledges receipt of the sum described in Section 2(a) and agrees:

(i) to hold the funds, and investments purchased pursuant to this Agreement, in irrevocable escrow during the term of this Agreement for the sole benefit of the Holders of the 2024A Bonds; and

(ii) to invest and reinvest moneys held for the credit of the 2024A Escrow Account, as nearly as may be practicable and reasonable, at the direction of the Chief Financial Officer in Permitted Investments which will mature, or which will be subject to redemption by the Holder thereof at the option of such Holder, not later than the respective dates when the moneys held for the credit of such account will be required for the purposes intended.

(b) The Escrow Agent acknowledges receipt of the sum described in Section 2(b) and agrees:

(i) to hold the funds, and investments purchased pursuant to this Agreement, in irrevocable escrow during the term of this Agreement for the sole benefit of the Holders of the 2024B Bonds; and

(ii) to invest and reinvest moneys held for the credit of the 2024B Escrow Account, as nearly as may be practicable and reasonable, at the direction of the Chief Financial Officer in Permitted Investments which will mature, or which will be subject to redemption by the Holder thereof at the option of such Holder, not later than the respective dates when the moneys held for the credit of such account will be required for the purposes intended.

(c) The Escrow Agent will furnish the Issuer monthly cash transaction statements that include detail for all investment transactions made by the Escrow Agent hereunder.

#### SECTION 4. Payment on Funding Release Date.

(a) On the Funding Release Date, the Escrow Agent will transfer all amounts from the 2024A Escrow Account to the 2024A Subaccount in the City Account pursuant to the Construction Funds Trust Agreement to be used to pay costs of the 2024A Project.

(b) On the Funding Release Date, the Escrow Agent will transfer all amounts from the 2024B Escrow Account to the 2024B Subaccount in the City Account pursuant to Construction Funds Trust Agreement to be used to pay costs of the 2024B Project.

(c) The Holders of the 2024A Bonds will have an express first priority security interest in the funds and Permitted Investments in the 2024A Escrow Account, until such funds and Permitted Investments are used and applied as provided in this Agreement.

(d) The Holders of the 2024B Bonds will have an express first priority security interest in the funds and Permitted Investments in the 2024B Escrow Account, until such funds and Permitted Investments are used and applied as provided in this Agreement.

SECTION 5. Responsibilities and Rights of Escrow Agent. The Escrow Agent and its agents and servants may not be held to any personal liability whatsoever, in tort, contract, or

otherwise, in connection with the execution and delivery of this Agreement, the establishment of the 2024A Escrow Account or the 2024B Escrow Account, the acceptance of the funds deposited therein, the purchase of the Permitted Investments, the retention of the Permitted Investments or the proceeds thereof or for any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Agreement or by reason of any non-negligent or non-willful act, omission or error of the Escrow Agent made in good faith in the conduct of its duties. The Escrow Agent and its agents and servants will, however, be responsible for its negligent or willful failure to comply with its duties required hereunder, and its negligent or willful acts, omissions or errors hereunder. The duties and obligations of the Escrow Agent shall be determined by the express provisions of this Agreement.

The Escrow Agent may consult with counsel and the advice or any opinion of counsel will be full and complete authorization and protection in respect of any action taken or omitted by it hereunder in good faith and in accordance with such advice or opinion of counsel. The Escrow Agent may conclusively rely and will be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document believed by it to be genuine and to have been signed or presented by a proper party or parties. The Escrow Agent may act through agents or attorneys and will not be responsible for the misconduct or negligence of agents or attorneys unless such appointment was negligent or a willful act. The Escrow Agent may refuse to perform any duty or exercise any right or power which would require it to expend its own funds or risk any liability if it reasonably believes that repayment of such funds or adequate indemnity against such risk is not reasonably assured to it. Whenever the Escrow Agent deems it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the Issuer.

SECTION 6. Resignation of Escrow Agent. The Escrow Agent may resign and thereby become discharged from the duties and obligations hereby created, by notice in writing given to the Issuer, any rating agency then providing a rating on the Bonds, and the Paying Agent for the Bonds not less than sixty (60) days before such resignation may take effect. Such resignation will not take effect until the appointment of a new Escrow Agent hereunder.

SECTION 7. Removal of Escrow Agent.

(a) The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, executed by the Holders of not less than fifty-one percentum (51%) in aggregate principal amount of the Bonds then outstanding, such instruments to be filed with the Issuer, and notice in writing given by such Holders of the Bonds, as applicable, to the Holders of the Bonds and published by the Issuer once in a newspaper of general circulation in the territorial limits of the Issuer, and in a daily newspaper or financial journal of general circulation in the City of New York, New York, not less than sixty (60) days before such removal is to take effect as stated in said instrument or instruments. A photographic copy of any instrument filed with the Issuer under the provisions of this Section will be delivered by the Issuer to the Escrow Agent.

(b) The Escrow Agent may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provisions of this Agreement with respect to the duties and obligations of the Escrow Agent by any court of competent jurisdiction upon the application of the Issuer or the Holders of not less than five percentum (5%) in aggregate principal amount of the Bonds then outstanding.

(c) The Escrow Agent may not be removed until a successor Escrow Agent has been appointed in the manner set forth herein.

SECTION 8. Successor Escrow Agent.

(a) If, at any time hereafter, the Escrow Agent resigns, is removed, is dissolved or otherwise becomes incapable of acting, or is taken over by any governmental official, agency, department or board, the position of Escrow Agent will thereupon become vacant. If the position of Escrow Agent becomes vacant for any of the foregoing reasons or for any other reason, the Issuer will immediately appoint an Escrow Agent to fill such vacancy and, upon such appointment, all assets held hereunder will be transferred to such successor. The Issuer will either (i) publish notice of any such appointment made by it once in each week for four (4) successive weeks in a newspaper of general circulation published in the territorial limits of the Issuer and in a daily newspaper or financial journal of general circulation in the City of New York, New York, or (ii) mail a notice of any such appointment made by it to the Holders of the Bonds within thirty (30) days after such appointment.

(b) At any time within one year after such vacancy has occurred, the Holders of a majority in aggregate principal amount of the Bonds then outstanding, by an instrument or concurrent instruments in writing, executed by such Holders and filed with the governing body of the Issuer, may appoint a successor Escrow Agent, which will supersede any Escrow Agent theretofore appointed by the Issuer. Photographic copies of each such instrument will be delivered promptly by the Issuer, to the predecessor Escrow Agent and to the Escrow Agent so appointed by the Holders of the Bonds. In the case of conflicting appointments made by the Holders of the Bonds under this Section, the first effective appointment made during the one year period will govern.

(c) If no appointment of a successor Escrow Agent is made pursuant to the foregoing provisions of this Section, the Holders of any Bonds then outstanding, or any retiring Escrow Agent, may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Escrow Agent.

(d) Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, will be and become successor Escrow Agent hereunder and vested with all the trust, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any parties hereto, anything herein to the contrary notwithstanding, provided such successor will have reported total capital and surplus in excess of \$50,000,000, and must satisfy all of the requirements of Chapter 280, Florida Statutes, as required for the security of public deposits; provided that such successor Escrow Agent assumes in writing all the trust, duties and responsibilities of the Escrow Agent hereunder.

SECTION 9. Payment to Escrow Agent. The Escrow Agent hereby acknowledges that it has agreed to accept compensation under the Agreement pursuant to the terms of Schedule A attached hereto for services to be performed by the Escrow Agent pursuant to this Agreement. The Escrow Agent will not be compensated from amounts on deposit in the 2024A Escrow Account or 2024B Escrow Account, and the Escrow Agent will have no lien or claim against funds in the 2024A Escrow Account or 2024B Escrow Account for payment of obligations due it under this Section.

SECTION 10. Term. This Agreement shall commence on the Effective Date and shall terminate when the transfers contemplated herein have been made on the Funding Release Date.

SECTION 11. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the Issuer or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, the Issuer must send notice of such event to the rating agencies which rate the Bonds, and while such covenant or agreements herein contained thereafter are null and void, they will in no way affect the validity of the remaining provisions of this Agreement.

SECTION 12. Amendments to this Agreement. This Agreement is made for the benefit of the Issuer and the Holders from time to time of the Bonds and it shall not be repealed, revoked, altered or amended in whole or in part without the written consent of all Holders of the Bonds, the Escrow Agent and the Issuer; provided, however, that the Issuer and the Escrow Agent may, without the consent of, or notice to, such Holders of the Bonds, enter into such agreements supplemental to this Agreement that do not adversely affect the rights of such Holders of the Bonds and are not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant to, or confer upon, the Escrow Agent, for the benefit of the Holders of the Bonds any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such Holders of the Bonds or the Escrow Agent; and
- (c) to subject to this Agreement additional funds, securities or properties.

The Escrow Agent is, at its option, entitled to request, at the Issuer's expense, and rely exclusively upon an opinion of nationally recognized attorneys on the subject of municipal bonds acceptable to the Issuer with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the Holders of the Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section. Prior written notice of such amendments, together with proposed copies of such amendments, must be provided to the rating agencies which rate the Bonds.

SECTION 13. Non-appropriation. The obligations of the Issuer as to funding for any cost and expenses 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 Issuer services have been budgeted and appropriated, sufficient monies for the funding that is required during that year.

SECTION 14. Counterparts. This Agreement may be executed in several counterparts, all or any of which will be regarded for all purposes as one original and will constitute and be but one and the same instrument.

SECTION 15. Governing Law. This Agreement will be governed by and construed under the laws of the State of Florida.

SECTION 16. Right to Audit. The Escrow Agent will retain all records relating to this Agreement for a period of at least five (5) years after the final payment is made. All records will be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statute. In addition, the Issuer reserves the right to examine and/or audit such records.

[Remainder of page intentionally left blank]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and attested as of the date first above written.

CITY OF ST. PETERSBURG, FLORIDA

(SEAL)

By: \_\_\_\_\_  
Name: Kenneth T. Welch  
Title: Mayor

ATTEST:

By: \_\_\_\_\_  
Name: Chan Srinivasa  
Title: City Clerk

Approved as to form and  
correctness:

By: \_\_\_\_\_  
Name: Macall D. Dyer  
Title: Managing Assistant City Attorney

[Signature page to Escrow Agreement between  
City of St. Petersburg, Florida and U.S. Bank Trust Company, National Association]

U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION, as Escrow  
Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature page to Escrow Agreement between  
City of St. Petersburg, Florida and U.S. Bank Trust Company, National Association]

SCHEDULE A

EXPENSES TO BE PAID TO ESCROW AGENT

Upfront one-time fee of \$1,500, plus out of pocket expenses

# HGP BONDS (2024 C)

**Budget, Finance & Taxation Committee**  
**November 21, 2024**

**TO:** Copley Gerdes, Chair and Members of the Budget, Finance & Taxation Committee

**FROM:** **Thomas Greene, Assistant City Administrator**  
**Anne A. Fritz, Director, Debt Financing**  
**Erika Langhans, Chief Financial Officer**

**SUBJECT:** A RESOLUTION OF THE CITY OF ST. PETERSBURG, FLORIDA, SUPPLEMENTING RESOLUTION NO. 2024-297 OF THE CITY AND AUTHORIZING THE AWARD UPON THE SATISFACTION OF CERTAIN PARAMETERS DESCRIBED HEREIN OF ITS NOT TO EXCEED \$42,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF THE CITY OF ST. PETERSBURG, FLORIDA NON-AD VALOREM REVENUE BONDS, SERIES 2024C

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**REQUEST:**

The Administration requests approval of the Resolution supplementing Resolution 2024-297 for the Infrastructure Financing, Series 2024C.

**OVERVIEW:**

As part of the financing plan for project costs relating to the HGP Infrastructure project is a request for approval of the Resolution supplementing Resolution No. 2024-297. The Resolution authorizes the issuance of bond award and that the Issuer (City):

1. Duly and validly adopted Resolution 2024-297 (and as amended from time to time), pursuant to which the Issuer has authorized multiple series of Bonds of the Issuer to be designated "City of St. Petersburg, Florida Non-Ad Valorem Revenue Bonds, Series 2024C (HGP Infrastructure Project)" in an aggregate principal amount of not to exceed \$42,000,000 (the "2024C Bonds")
2. Determined that due to the sophisticated structure of the transaction, the size of the Bonds, and the Underwriters' ability to increase demand for the bonds through premarketing to potential buyers, has chosen to sell the Bonds through a negotiated sale to the selected underwriters identified below, and it is in the best interest of the public and the Issuer to delegate to the Mayor the authority to fix the final details of the Bonds, and accept the offer of the selected underwriters identified below to purchase the Bonds at a negotiated sale pursuant to the terms of the Purchase Contract, if certain conditions set forth in this Resolution are satisfied and to take certain other actions necessary for the issuance of the Bonds. The selected underwriting team includes lead managers BofA Securities, Inc. and Raymond James & Associates, Inc., and co-managers including Samuel Ramirez & Co., Inc, Rice Financial Products Company, Siebert Williams Shank & Co, LLC, and Truist Securities Inc.

3. The resolution also:
  - a. Approves the distribution of the Preliminary Official Statement, and delegate authority to deem the Preliminary Official Statement “Final” (per Rule 15c2-12 of the Securities Exchange Act of 1943) and authorizes the execution of a final Official Statement. This document has been revised from the original submission of 10/17/2024 and the redlined version is also attached reflecting changes relating to additional disclosures for Hurricane Milton and some minor grammatical edits.
  - b. Approves the form and authorizes the execution and delivery of a Disclosure Dissemination Agreement.
  - c. Appoints U.S. Bank Trust Company, National Association, as Registrar and Paying Agent relating to the Bonds and approve the form of and authorize the execution and delivery of a Paying Agent and Registrar Agreement.
  - d. Approves the form of and authorize the execution and delivery of a Disbursement Agreement. This document has been revised from the original submission of 10/17/2024 and the redlined version is also attached.
  - e. Authorizes the issuance and sale of the Bonds through negotiated sale in the aggregate principal amount not to exceed the amount provided herein pursuant to the terms and conditions of the Bond Resolution and authorizes the execution of the Purchase Contract.

### **COST/FUNDING/ASSESSMENT INFORMATION**

As with most bonds issues the ordinary and customary costs of issuance are charged to the bond transaction and we fully expect that to be the case with the Series 2024 C Bonds. With this negotiated bond sale there is a remote possibility that we incur out-of-pocket expenses should we not close on the bonds (See Section 7 of the Bond Purchase Agreement). Should we not close on the bonds we would have an out-of-pocket expense to reimburse the Underwriter for the expenses of marketing the bonds. Should we price the bond and not close we have sufficient FY25 appropriations in the Finance Department Budget.

Funds have been previously appropriated in the General Fund (0001), Finance Department, General Revenues Division (320-3201) for project and debt issuance related costs.

The source of repayment for the bonds are Non Ad-Valorem Revenues, including the CRA Tax Increment Financing (TIF) revenues from the Intown Community Redevelopment Agency.

**RECOMMENDATION:**

The Administration recommends approval of the Resolution.

**ATTACHMENTS**

Resolution (Supplementing 2024-297 (2024C – HGP Infrastructure Project) Resolution with the following:

- Bond Purchase Agreement
- Preliminary Official Statement for Series 2024C
- Disclosure Dissemination Agreement
- Paying Agent and Registrar Agreement
- Disbursement Agreement

**RESOLUTION NO. 2024-\_\_\_\_**

A RESOLUTION OF THE CITY OF ST. PETERSBURG, FLORIDA, SUPPLEMENTING RESOLUTION NO. 2024-297 OF THE CITY AND AUTHORIZING THE AWARD UPON THE SATISFACTION OF CERTAIN PARAMETERS DESCRIBED HEREIN OF ITS NOT TO EXCEED \$42,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF THE CITY OF ST. PETERSBURG, FLORIDA NON-AD VALOREM REVENUE BONDS, SERIES 2024C (HGPS INFRASTRUCTURE PROJECT), TO FINANCE AND/OR REIMBURSE THE PROJECT DESCRIBED THEREIN AND ASSOCIATED TRANSACTIONAL COSTS; MAKING CERTAIN COVENANTS AND AGREEMENTS FOR THE BENEFIT OF THE HOLDERS OF SUCH BONDS; AUTHORIZING CERTAIN OFFICIALS AND EMPLOYEES OF THE CITY TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE SALE, ISSUANCE AND DELIVERY OF SUCH BONDS; TAKING CERTAIN OTHER ACTIONS WITH RESPECT TO SUCH BONDS; AUTHORIZING AND APPROVING THE NEGOTIATED SALE OF SUCH BONDS TO THE UNDERWRITERS NAMED HEREIN SUBJECT TO THE TERMS AND CONDITIONS CONTAINED HEREIN; APPROVING THE FORM AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND EXECUTION AND DELIVERY OF A FINAL OFFICIAL STATEMENT; AUTHORIZING CERTAIN OFFICIALS TO DEEM FINAL THE PRELIMINARY OFFICIAL STATEMENT FOR PURPOSES OF SECURITIES AND EXCHANGE COMMISSION RULE 15C2-12; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT; APPOINTING THE DISBURSEMENT AGENT, PAYING AGENT AND REGISTRAR; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DISCLOSURE DISSEMINATION AGENT AGREEMENT;



APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A PAYING AGENT AND REGISTRAR AGREEMENT; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DISBURSEMENT AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida (the "Issuer") has the power and authority under the Constitution and laws of the State of Florida, including the Act, to issue bonds, notes and other obligations, including those hereinafter described; and

WHEREAS, on July 18, 2024, the Issuer duly and validly adopted Resolution 2024-297 (as amended and supplemented from time to time, the "Bond Resolution") pursuant to which the Issuer has authorized multiple series of Bonds, and the Issuer desires to authorize the issuance of the first such series in an aggregate amount not to exceed \$42,000,000 (the "Bonds"); and

WHEREAS, due to the sophisticated structure of the transaction, the size of the Bonds, the willingness of the Underwriters to purchase the Bonds at interest rates favorable to the Issuer, and the importance of timely accessing the market for the sale of the Bonds to achieve favorable interest rates, the Issuer has determined to sell the Bonds through a negotiated sale to the Underwriters, and it is in the best interest of the public and the Issuer to delegate to the Mayor the authority to fix the final details of the Bonds, and accept the offer of the Underwriters to purchase the Bonds at a negotiated sale pursuant to the terms of the Bond Purchase Agreement if certain conditions set forth in this Resolution are satisfied and to take certain other actions necessary for the issuance of the Bonds; and

WHEREAS, upon the satisfaction of certain conditions set forth herein, the Issuer desires to approve the form of and authorize the execution and delivery of the Bond Purchase Agreement in connection with the negotiated sale of the Bonds; and

WHEREAS, in connection with the offering and sale of the Bonds, the Issuer desires to approve the distribution of the Preliminary Official Statement, delegate the authority to deem the Preliminary Official Statement "final" for purposes of Rule 15c2-12 of the Securities Exchange Act of 1943, as amended (the "Rule"), and authorize the execution and delivery of a final Official Statement with respect to the Bonds (the "Official Statement"); and

WHEREAS, the Issuer desires to approve the form of and authorize the execution and delivery of a Disclosure Dissemination Agent Agreement; and

WHEREAS, the Issuer desires to appoint U.S. Bank Trust Company, National Association, as Registrar and Paying Agent relating to the Bonds; and

WHEREAS, the Issuer desires to approve the form of and authorize the execution and delivery of a Paying Agent and Registrar Agreement; and

WHEREAS, the Issuer desires to approve the form of and authorize the execution and delivery of a Disbursement Agreement; and

WHEREAS, the Issuer desires to appoint U.S. Bank Trust Company, National Association as Disbursement Agent relating to the Bonds;

WHEREAS, the Issuer finds it desirable to authorize the issuance and sale of the Bonds in the aggregate principal amount not to exceed the amount provided herein pursuant to the terms and conditions of the Bond Resolution.

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

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the Act.

SECTION 2. DEFINITIONS. All terms used herein in capitalized form, unless otherwise defined herein, shall have the same meanings as ascribed to them in the Bond Resolution. As used herein, unless the context otherwise requires:

"Bond Purchase Agreement" shall mean the Bond Purchase Agreement to be entered into by and between the Issuer and the Underwriters pursuant to Section 7 hereof.

"Continuing Disclosure Agreement" shall mean the Disclosure Dissemination Agent Agreement related to the Bonds to be entered into by and between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent.

"Developer" shall mean Hines Historic Gas Plant District Partnership, a joint venture conducting business in the State of Florida, and its successors and assigns as provided in the Disbursement Agreement.

"Disbursement Agent" shall mean U.S. Bank Trust Company, National Association, and its successors and assigns as provided in the Disbursement Agreement.

"Disbursement Agreement" shall mean the Disbursement Agreement to be entered into by and between the Issuer, the Disbursement Agent and the Developer pursuant to Section 11 hereof.

"Financial Advisor" shall mean PFM Financial Advisors LLC.

"Underwriters" shall mean, collectively, BofA Securities, Inc., Raymond James & Associates, Inc., Samuel A. Ramirez & Co., Inc., Rice Financial Products Company, Siebert Williams Shank & Co, LLC, and Truist Securities Inc.

SECTION 3. FINDINGS RATIFIED. The findings and declarations of the Issuer contained in the Bond Resolution are hereby expressly approved, reaffirmed and ratified.

SECTION 4. AUTHORIZATION OF THE PROJECT; APPLICATION OF PROCEEDS.

A. The financing and/or reimbursing of the costs of the Project are hereby authorized.

B. The proceeds derived from the sale of the Bonds, including net premium, if any, together with other legally available funds, if any, shall, simultaneously with the delivery of the Bonds to the purchaser or purchasers thereof, be applied by the Issuer as follows:

(1) The Issuer shall pay transaction costs allocable to the Bonds.

(2) The balance of the proceeds of the Bonds shall be deposited in the City Account pursuant to the Disbursement Agreement (hereinafter referred to as the "Project Fund") to be used to pay costs of the Project. The Project Fund will be held by the Disbursement Trustee pursuant to the Disbursement Agreement, and funds in such Project Fund shall be administered as set forth therein.

SECTION 5. THE RESOLUTION TO CONSTITUTE CONTRACT; COVENANTS IN BOND RESOLUTION APPLICABLE. In consideration of the acceptance of the Bonds authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Issuer and the Holders of the Bonds. The covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the Holders of any and all of the Bonds, all of which shall be of equal rank and without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided therein. The covenants and agreements set forth herein and in the Bond Resolution to be performed by the Issuer shall be for the equal and proportionate benefit, protection and security of the Holders of the Bonds issued pursuant to the Bond Resolution, as supplemented by this Resolution, without preference, priority or distinction over any other.

SECTION 6. SALE OF THE BONDS. Due to the sophisticated structure of the transaction, the size of the Bonds, the willingness of the Underwriters to purchase the Bonds at market interest costs favorable to the Issuer, and the importance of timely accessing the market for the sale of the Bonds to achieve favorable interest rates, it is hereby determined that it is in the best interest of the public and the Issuer to sell the Bonds at a negotiated sale (rather than through a competitive bid) and such sale to the Underwriters (pursuant to the terms and conditions contained in the Bond Resolution, this Resolution and in the Bond Purchase Agreement) is hereby authorized and approved.

SECTION 7. APPROVAL OF FORM OF BOND PURCHASE AGREEMENT. The Bonds may be sold in a negotiated sale to the Underwriters upon the terms and conditions set forth in the Bond Resolution, this Resolution and in the Bond Purchase Agreement, the substantially final form of which is attached hereto as Exhibit A. The substantially final form of the Bond Purchase Agreement is hereby approved by the Issuer (such approval indicating the recognition of the Issuer that the conditions precedent in the Bond Purchase Agreement, the Bond Resolution and this Resolution have been met or will be met prior to the delivery of the Bonds). Upon satisfaction of the conditions contained in this Resolution and the Bond Resolution, the Bond Purchase Agreement shall be executed in the name of the Issuer by the Mayor and attested by the City Clerk, the official seal of the Issuer to be imprinted thereon, and shall be approved as to form and correctness by the City Attorney, with such additional non-substantive changes and insertions

therein as are subsequently approved by the City Attorney, and such execution and delivery shall be conclusive evidence of the approval thereof by such officers; provided, however, that the Mayor shall not have the authority to execute and deliver the Bond Purchase Agreement unless the Mayor shall have received from the Underwriters (i) all applicable disclosure information required by Section 218.385, Florida Statutes, and (ii) such other information as the Mayor shall deem necessary, upon the advice of the Issuer's Financial Advisor, which demonstrates that (A) the aggregate principal amount of the Bonds is not in excess of \$42,000,000, (B) the final maturity of the Bonds is not later than December 31, 2045, (C) the underwriting discount (including management fee and all expenses) is no greater than \$3.50 per bond with respect to the Bonds, and (D) the true interest cost rate on the Bonds is not greater than 5.25%. The Bond Purchase Agreement will set forth respective dated dates, Serial Bonds, Term Bonds, Interest Dates, principal payment dates, redemption provisions, principal amount, Amortization Installments, interest rates, prices and yields, as applicable, with respect to the Bonds. Interest on the Bonds shall be calculated based upon a 360-day year consisting of 12, 30-day months.

SECTION 8. APPROVAL OF PRELIMINARY OFFICIAL STATEMENT. The Issuer hereby approves the substantially final form of the Preliminary Official Statement for the Bonds which is attached hereto as Exhibit B (the "Preliminary Official Statement"). The Mayor and the Chief Financial Officer are hereby authorized to execute on behalf of the Issuer, the final Official Statement relating to the Bonds with such changes, insertions, omissions and filling of blanks in the Preliminary Official Statement as may be approved by the Mayor and the Chief Financial Officer, execution thereof to be conclusive evidence of such approval. Such Preliminary Official Statement and final Official Statement are hereby authorized to be used and distributed in connection with the marketing and sale of the Bonds. The City Administrator is authorized to deem final the Preliminary Official Statement for purposes of the Rule. The City Administrator is authorized to deliver a certificate to the Underwriters of the Bonds indicating compliance with such Rule.

SECTION 9. CONTINUING DISCLOSURE. The Issuer hereby covenants and agrees that, in order to assist the Underwriters in complying with the continuing disclosure requirements of the Rule with respect to the Bonds, it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement, prior to the time the Issuer delivers the Bonds to the Underwriters, as may be amended from time to time in accordance with the terms thereof. The substantially final form of the Continuing Disclosure Agreement attached hereto as Exhibit C is hereby approved. Notwithstanding any other provision of the Bond Resolution, failure of the Issuer to comply with such Continuing Disclosure Agreement shall not be considered an event of default under the Bond Resolution. However, the Continuing Disclosure Agreement shall be enforceable by the Holders of the Bonds in the event that the Issuer fails to cure a breach thereunder within a reasonable time after written notice from a Holder of the Bonds to the Issuer that a breach exists. Any rights of the Holders of the Bonds to enforce the provisions of this covenant shall be on behalf of all Holders of the Bonds and shall be limited to a right to obtain specific performance of the Issuer's obligations thereunder.

The Continuing Disclosure Agreement shall be executed in the name of the Issuer by the Mayor and attested by the City Clerk, the official seal of the Issuer to be imprinted thereon, and shall be approved as to form and correctness by the City Attorney, with such additional non-

substantive changes and insertions therein as are subsequently approved by the City Attorney, and such execution and delivery shall be conclusive evidence of the approval thereof by such officers.

SECTION 10. APPOINTMENT OF PAYING AGENT AND REGISTRAR; APPROVAL OF PAYING AGENT AND REGISTRAR AGREEMENT. U.S. Bank Trust Company, National Association is hereby appointed Paying Agent and Registrar with respect to the Bonds. The Paying Agent and Registrar Agreement, in the substantially final form attached hereto as Exhibit D, is hereby approved and shall be executed in the name of the Issuer by the Mayor and attested by the City Clerk, the official seal of the Issuer to be imprinted thereon, and shall be approved as to form and correctness by the City Attorney, with such additional non-substantive changes and insertions therein as are subsequently approved by the City Attorney, and such execution and delivery shall be conclusive evidence of the approval thereof by such officers.

SECTION 11. APPOINTMENT OF DISBURSEMENT AGENT; APPROVAL OF DISBURSEMENT AGREEMENT. U.S. Bank Trust Company, National Association is hereby appointed Disbursement Agent with respect to the Bonds, The Disbursement Agreement in the substantially final form set forth in Exhibit E attached hereto, is hereby approved. The Disbursement Agreement shall be executed in the name of the Issuer by the Mayor and attested by the City Clerk, the official seal of the Issuer to be imprinted thereon, and shall be approved as to form and correctness by the City Attorney, with such additional non-substantive changes and insertions therein as are subsequently approved by the City Attorney, and such execution and delivery shall be conclusive evidence of the approval thereof by such officers.

SECTION 12. MEMBERS OF THE CITY COUNCIL NOT LIABLE. No covenant, stipulation, obligation or agreement contained in this Resolution shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future elected or appointed official, agent or employee of the Issuer in his or her individual capacity, and neither the members of the City Council nor any person executing the Bonds shall be liable personally on the Bonds or this Resolution or shall be subject to any personal liability or accountability by reason of the issuance or the execution of the Bonds or this Resolution.

SECTION 13. NO THIRD-PARTY BENEFICIARIES. Nothing in this Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any Person or entity, other than the Issuer, the Paying Agent, and the Holders of the Bonds, any right, remedy or claim under or by reason of this Resolution or any covenant, condition or stipulation thereof, and all covenants, stipulations, promises and agreements in this Resolution contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Paying Agent, and the Holders of the Bonds.

SECTION 14. GENERAL AUTHORITY. The members of the City Council, the Mayor, the City Administrator, the Chief Financial Officer, the Debt Financing Director, the City Attorney, the City Clerk, and the Issuer's officers, attorneys and other agents and employees are hereby authorized to perform all acts and things required of them by this Resolution or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Bonds and this Resolution, and they are hereby authorized to execute and deliver all documents which shall be required by Bond Counsel or the purchasers of the Bonds to effectuate the sale of the Bonds to said purchasers. All action

taken to date by the members of the City Council, the Mayor, the City Administrator, the Chief Financial Officer, the Debt Financing Director, the City Attorney, the City Clerk, and the Issuer's officers, attorneys and other agents and employees in furtherance of the issuance of the Bonds is hereby approved, confirmed and ratified.

SECTION 15. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed severable from the remaining covenants, agreements or provisions of this Resolution and shall in no way affect the validity of any of the other provisions hereof or of the Bonds.

SECTION 16. SUPERSEDING OF INCONSISTENT RESOLUTIONS. This Resolution supersedes all prior action of City Council inconsistent herewith. All resolutions or parts thereof in conflict herewith are hereby superseded to the extent of such conflict.

SECTION 17. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

LEGAL:

*Macall Dye*

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DEPARTMENT:

*Anne A. Fritz*

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**EXHIBIT A**  
**FORM OF BOND PURCHASE AGREEMENT**

# BOND PURCHASE AGREEMENT

relating to

**[\$[PAR]]**  
**CITY OF ST. PETERSBURG, FLORIDA**  
**NON-AD VALOREM REVENUE BONDS,**  
**SERIES 2024C (HGPD INFRASTRUCTURE PROJECT)**

[DATE]

Mayor and City Council  
City of St. Petersburg, Florida  
175 5th Street N.,  
St. Petersburg, Florida 33602

Ladies and Gentlemen:

BofA Securities, Inc. (the "Senior Manager"), acting on behalf of itself, Raymond James & Associates, Inc., Samuel A. Ramirez & Co., Inc., Rice Financial Products Company, Siebert Williams Shank & Co., LLC and Truist Securities, Inc. (collectively, with the Senior Manager, the "Underwriters"), offer to enter into this Bond Purchase Agreement (this "Purchase Agreement") with the City of St. Petersburg, Florida (the "City"), for the sale by the City and the purchase by the Underwriters of the City's \$[PAR] aggregate principal amount of the City of St. Petersburg, Florida Non-Ad Valorem Revenue Bonds, Series 2024C (HGPD Infrastructure Project) (the "Series 2024C Bonds"). This offer is made subject to acceptance by the City prior to 11:59 p.m. (Eastern Time) on the date hereof. Upon such acceptance, this Purchase Agreement will be in full force and effect in accordance with its terms and will be binding on the City and the Underwriters. If this offer is not so accepted, it is subject to withdrawal by the Underwriters upon written notice delivered to the City at any time prior to such acceptance. In conformance with Section 218.385, Florida Statutes, as amended, the Underwriters hereby deliver the Disclosure Letter and Truth-in-Bonding Statement attached hereto as Exhibit A. The Senior Manager agrees to provide the City with an affidavit on the date hereof in the form attached hereto as Exhibit D signed by an officer or a representative of the Senior Manager. Capitalized terms used in this Purchase Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Bond Resolution (hereinafter defined).

The Senior Manager represents that it is authorized on behalf of itself and the other Underwriters to enter into this Purchase Agreement and to take any other actions that may be required on behalf of the Underwriters.



## SECTION 1.

(a) Upon the terms and conditions and upon the basis of the representations and warranties herein set forth, the Underwriters hereby agree to purchase from the City, and the City hereby agrees to sell to the Underwriters all (but not less than all) of the Series 2024C Bonds for an aggregate purchase price equal to \$[PAR] aggregate principal amount of the Series 2024C Bonds. The purchase price for the Series 2024C Bonds shall be \$ \_\_\_\_\_ (representing the par amount of the Series 2024C Bonds of \$ \_\_\_\_\_ .00 [plus/less] an [net] original issue [premium/discount] of \$ \_\_\_\_\_ and less an Underwriters' discount of \$ \_\_\_\_\_ ). The purchase price for the Series 2024C Bonds shall be payable to the City in immediately available funds, net of the Good Faith Deposit paid pursuant to Section 1(b) hereof.

(b) In connection with the execution of this Purchase Agreement, the Senior Manager, on behalf of the Underwriters, has delivered to the City a good faith deposit in the amount of \$ \_\_\_\_\_ (representing 1.00% of the preliminary aggregate par amount of the Series 2024C Bonds set forth on the cover page of the Preliminary Official Statement) by wire transfer (the "Good Faith Deposit"). The Good Faith Deposit will be deposited by the City and any investment earnings on the Good Faith Deposit through the Date of Closing (hereinafter defined) may be retained by the City. In the event that the City does not accept this offer, such Good Faith Deposit shall be immediately returned to the Senior Manager. If the offer made hereby is accepted, the City agrees to hold this Good Faith Deposit until the Closing as security for the performance by the Underwriters of their obligation to accept and pay for the Series 2024C Bonds at the Closing, and, in the event of their compliance with such obligation, such Good Faith Deposit shall be credited against the purchase price for the Series 2024C Bonds set out in Section 1 hereof. In the event of the City's failure to deliver the Series 2024C Bonds at the Closing, or if the City shall be unable to satisfy the conditions of Closing contained herein, or if the obligations of the Underwriters shall be terminated for any reason permitted by this Purchase Agreement, such Good Faith Deposit shall be immediately returned to the Senior Manager, and such return shall constitute a full release and discharge of all claims by the Underwriters arising out of the transactions contemplated hereby. In the event that the Underwriters fail (other than for a reason permitted hereunder) to accept and pay for the Series 2024C Bonds at the Closing, such Good Faith Deposit shall be retained by the City as and for full liquidated damages for such failure and for any defaults hereunder on the part of the Underwriters, and such retention shall constitute a full release and discharge of all claims by the City against the Underwriters arising out of the transactions contemplated hereby.

(c) The Series 2024C Bonds will be issued pursuant to the Constitution and laws of the State of Florida particularly Chapter 166, Part II, Florida Statutes, Chapter 163, Florida Statutes, the municipal charter of the City, and other applicable provisions of law (collectively, the "Act"), and pursuant and subject to the terms and conditions of Resolution No. 2024-297 adopted by the City Council of the City (the "City Council") on July 18,

2024, as supplemented by Resolution No. 2024-\_\_\_ adopted by the City Council on October 17, 2024, as amended and supplemented from time to time, (collectively, the "Bond Resolution"). The Series 2024C Bonds will be secured by the Pledged Funds in the manner and to the extent provided in the Bond Resolution. The Series 2024C Bonds shall mature and have such other terms and provisions as are described on Exhibit B hereto. Proceeds of the Series 2024C Bonds will provide funds to (i) finance and/or reimburse the costs of the Project (as more particularly described in the Official Statement) and (ii) pay certain costs of issuance of the Series 2024C Bonds. It shall be a condition to the obligation of the City to sell and deliver the Series 2024C Bonds to the Underwriters, and to the obligation of the Underwriters to purchase and accept delivery of the Series 2024C Bonds, that the entire aggregate principal amount of the Series 2024C Bonds shall be sold and delivered by the City and accepted and paid for by the Underwriters at the Closing.

(d) The Underwriters agree to make an initial public offering of the Series 2024C Bonds at a price or prices described in Exhibit B hereto; provided, however, the Underwriters reserve the right to change such initial public offering prices as the Underwriters deem necessary or desirable, in their sole discretion, in connection with the marketing of the Series 2024C Bonds (but in all cases subject to the requirements of this Section 1(d)), and may offer and sell the Series 2024C Bonds to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by one or more of the Underwriters at prices lower than the public offering prices or yields greater than the yields set forth therein (but in all cases subject to the requirements of this Section 1(d)).

(i) The Senior Manager, on behalf of the Underwriters, agrees to assist the City in establishing the issue price of the Series 2024C Bonds and shall execute and deliver to the City at the Closing an "issue price certificate" or similar certificate, together with reasonable supporting documentation for such certification, such as the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit C, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Senior Manager, the City and Bond Counsel, to accurately reflect, as applicable, the initial offering price or prices to the public and the actual sales price or prices of the Series 2024C Bonds.

(ii) The City will treat the first price at which 10% of each maturity of the Series 2024C Bonds (the "10% Test") is sold to the public as the issue price of that maturity. If, as of the date hereof, the 10% Test has not been satisfied as to any maturity of the Series 2024C Bonds for which the City has elected to utilize the 10% Test, the Senior Manager agrees to promptly report to the City the prices at which Series 2024C Bonds of that maturity or maturities have been sold by the Underwriters to the public. That reporting obligation shall continue until the earlier

of the date upon which the 10% Test has been satisfied as to the Series 2024C Bonds of that maturity or maturities or the Date of Closing.

(iii) The Senior Manager confirms that the Underwriters have offered the Series 2024C Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule A to Exhibit C attached hereto, except as otherwise set forth therein. Schedule A to Exhibit C also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Series 2024C Bonds for which the 10% Test has not been satisfied and for which the City and Senior Manager, on behalf of the Underwriters, agrees that the restrictions set forth in the next sentence shall apply (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2024C Bonds, the Underwriters will neither offer nor sell unsold Series 2024C Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(A) the close of the fifth (5th) business day after the sale date; or

(B) the date on which the Underwriters have sold at least 10% of that maturity of the Series 2024C Bonds to the public at a price that is no higher than the initial offering price to the public.

The Senior Manager shall promptly advise the City when it has sold 10% of that maturity of the Series 2024C Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(e) The Senior Manager confirms that:

(i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the Senior Manager is a party) relating to the initial sale of the Series 2024C Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable:

(A) (1) to report the prices at which it sells to the public the unsold Series 2024C Bonds of each maturity allocated to it until it is notified by the Senior Manager that either the 10% Test has been satisfied as to the Series 2024C Bonds of that maturity or all Series 2024C Bonds of that maturity have been sold to the public and (2) to comply with the hold-the-offering-price rule, if applicable, in each

case if and for so long as directed by the Senior Manager and as set forth in the related pricing wires,

(B) to promptly notify the Senior Manager of any sales of Series 2024C Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2024C Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the Senior Manager shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

(ii) any agreement among underwriters relating to the initial sale of the Series 2024C Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Series 2024C Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2024C Bonds of each maturity allocated to it until it is notified by the senior managing underwriter or other underwriter that either the 10% Test has been satisfied as to the Series 2024C Bonds of that maturity or all Series 2024C Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Senior Manager or the underwriter and as set forth in the related pricing wires.

The City acknowledges that, in making the representations set forth in this section, the Senior Manager will rely on (A) the agreement of each underwriter to comply with the requirements for establishing issue price of the Series 2024C Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024C Bonds, as set forth in an agreement among underwriters and the related pricing wires, (B) in the event a selling group has been created in connection with the initial sale of the Series 2024C Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2024C Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024C Bonds, as set forth in a selling group agreement and the related pricing wires, and (C) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Series 2024C Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2024C Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges

that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Series 2024C Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024C Bonds, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2024C Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024C Bonds.

(iii) The underwriters acknowledge that sales of any Series 2024C Bonds to any person that is a related party to the underwriters shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(A) "public" means any person other than an underwriter or a related party;

(B) "underwriter" means (1) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2024C Bonds to the public and (2) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1) to participate in the initial sale of the Series 2024C Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2024C Bonds to the public);

(C) a purchaser of any of the Series 2024C Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (1) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (2) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (3) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(D) "sale date" means the date of execution of this Purchase Agreement by all parties.

(f) The Official Statement shall be provided for distribution electronically over the internet (in a word-searchable pdf format) and in printed paper form, at the expense of the City, in such quantity as may be reasonably requested by the Underwriters no later than the earlier of (i) seven (7) business days after the date hereof, or (ii) two (2) business day prior to on the Date of Closing, in order to permit the Underwriters to comply with Rule 15c2-12 (the "Rule") of the Securities and Exchange Commission ("SEC"), and the applicable rules of the Municipal Securities Rulemaking Board ("MSRB"), with respect to distribution of the Official Statement.

The Senior Manager agrees to file the Official Statement with the Electronic Municipal Market Access system ("EMMA") (accompanied by a completed Form G-32) by the Date of Closing. The filing of the Official Statement with EMMA shall be in accordance with the terms and conditions applicable to EMMA.

(g) From the date hereof until the earlier of (i) ninety days from the "end of the underwriting period" (as defined in the Rule), or (ii) the time when the Official Statement is available to any person from the MSRB (but in no case less than twenty-five (25) days following the end of the underwriting period), if any event occurs or a condition or circumstance exists which may make it necessary to amend or supplement the Official Statement in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the party discovering such event, condition or occurrence shall notify the other party and if, in the reasonable opinion of the City or the reasonable opinion of the Senior Manager, such event requires the preparation and publication of an amendment or supplement to the Official Statement, the City, at its expense, will promptly prepare an appropriate amendment or supplement thereto, in a form and in a manner reasonably approved by the Senior Manager (and file, or cause to be filed, the same with the MSRB, and mail such amendment or supplement to each Holder of the Series 2024C Bonds) so that the statements in the Official Statement, as so amended or supplemented, will not, in light of the circumstances under which they were made, be misleading. Each party will promptly notify the other parties of the occurrence of any event of which it has knowledge or the discovery of such conditions or circumstance, which, in its reasonable opinion, is an event described in the preceding sentence. Notwithstanding the foregoing, if prior to the Closing either the City or the Underwriters hereto does not in good faith approve the form and manner of such supplement or amendment, the other may terminate this Purchase Agreement. The parties agree to cooperate in good faith with regard to the form and manner of the supplement or amendment to the Official Statement. Unless the City is otherwise notified by the Underwriters in writing on or prior to the Date of Closing, the end of the underwriting period for the Series 2024C Bonds for all purposes of the Rule and this Purchase Agreement is the Date of Closing. In the event the written notice described in the preceding sentence is given by the

Underwriters to the City, such written notice shall specify the date after which no participating underwriter, as such term is defined in the Rule, remains obligated to deliver Official Statements pursuant to paragraph (b)(4) of the Rule.

(h) The City hereby ratifies, approves and authorizes the delivery and distribution of the Preliminary Official Statement dated November \_\_, 2024 (the "Preliminary Official Statement") and the execution, delivery and distribution of the Official Statement in substantially the form of the Preliminary Official Statement, together with such other changes, amendments or supplements as shall be made and approved in writing by the Senior Manager and the City prior to the Closing in connection with the public offering and sale of the Series 2024C Bonds.

## **SECTION 2.**

The City represents and warrants to and agrees with the Underwriters as follows:

(a) The Bond Resolution was adopted by the City Council at meetings duly called and held in open session upon requisite prior public notice pursuant to the laws of the State of Florida and the standing resolutions and rules of procedure of the City Council. The City has full right, power and authority to adopt the Bond Resolution. On the date hereof, the Bond Resolution is, and, at the Closing shall be, in full force and effect, and no portions thereof have been or shall have been supplemented, repealed, rescinded or revoked. The Bond Resolution constitutes the legal, valid and binding obligations of the City, enforceable in accordance with its terms. The Bond Resolution creates, for the benefit of the Holders from time to time of the Series 2024C Bonds, a legally valid lien on the Pledged Funds, subject to the provisions of the Bond Resolution permitting the application thereof for the purposes and on the terms and conditions set forth therein and a legally valid covenant of the City to budget and appropriate sufficient amounts of Non-Ad Valorem Revenues to pay debt service on the Series 2024C Bonds (the "Covenant to Budget and Appropriate"), for the payment of principal and interest on the Series 2024C Bonds.

(b) As of their respective dates and, with respect to the Official Statement, on the Date of Closing, the statements and information contained in the Preliminary Official Statement and the Official Statement are and will be accurate in all material respects for the purposes for which their use is authorized, and do not and will not (as of their respective dates and, with respect to the Official Statement, on the Date of Closing) contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. In addition, any amendments to the Preliminary Official Statement and the Official Statement prepared and furnished by the City pursuant hereto will not contain any untrue

statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Series 2024C Bonds, the Bond Resolution, the Disbursement Agreement, and the Continuing Disclosure Agreement conform to the descriptions thereof set forth in the Official Statement. The Series 2024 Bonds, the Continuing Disclosure Agreement, the Construction Funds Trust Agreement, the Escrow Agreement, the Amended and Restated Interlocal Agreement and this Purchase Agreement are hereinafter referred to as the "Bond Documents."

(c) The City is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State of Florida or the United States, or any agency or department of either, or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or to which the City or any of its properties or other assets is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument, in any such case to the extent that the same would have a material and adverse effect upon the business or properties or financial condition of the City or the Project; and the execution and delivery of the Bond Documents and the adoption of the Bond Resolution, and compliance with the provisions on the City's part contained in each, will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or to which the City or any of its properties or other assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or the assets of the City under the terms of any such law, regulation or instrument, except as provided or permitted by the Series 2024C Bonds and the Bond Resolution.

(d) As of its date, the Preliminary Official Statement was deemed "final" (except for permitted omissions) by the City for purposes of paragraph (b)(1) of the Rule.

(e) On the date hereof, the City Council is the governing body of the City and the City is, and will be on the Date of Closing, duly organized and validly existing as a municipality under the Act, with the power and authority set forth therein.

(f) The City has full right, power and authority to issue, sell and deliver the Series 2024C Bonds to the Underwriters as described herein; to provide funds to finance the Series 2024 Project; to enter into the Bond Documents; to issue and deliver the Series 2024C Bonds as provided in this Purchase Agreement and the



Bond Resolution, to apply the proceeds of the sale of the Series 2024C Bonds for the purposes described herein and in the Official Statement, to execute and deliver the Bond Documents, and to carry out and consummate the transactions contemplated by the aforesaid documents.

(g) At meetings of the City Council that were duly called and at which a quorum was present and acting throughout, the City Council approved the execution and delivery of the Series 2024C Bonds and the Bond Documents; authorized the execution and delivery of the Official Statement; and authorized the use of the Preliminary Official Statement and the Official Statement in connection with the public offering of the Series 2024C Bonds. The City represents that it will have no bonds or other indebtedness outstanding that are secured by the Pledged Funds, other than as described in the Official Statement. All conditions and requirements of the Bond Resolution relating to the issuance of the Series 2024C Bonds have been complied with or fulfilled, or will be complied with or fulfilled on the Date of Closing.

(h) Since September 30, 2023, there has been no material adverse change in the financial position, results of operations or condition, financial or otherwise, of the City other than as disclosed in the Official Statement and the City has not incurred liabilities that would materially adversely affect its ability to discharge its obligations under the Bond Resolution or the Bond Documents, direct or contingent, other than as disclosed in the Official Statement.

(i) No authorization, approval, consent or license of any governmental body or authority, not already obtained, is required for the valid and lawful execution and delivery by the City of the Series 2024C Bonds, the Bond Documents, the Official Statement, the adoption of the Bond Resolution, and the performance of its obligations thereunder or as contemplated thereby; provided, however, that no representation is made concerning compliance with the registration requirements of the federal securities laws or the securities or blue sky laws of the various states.

(j) The City is not and has not been in default on any bond issued since December 31, 1975 that would be considered material by a reasonable investor in the Series 2024C Bonds. The City has not undertaken an independent review or investigation of securities for which it has served as conduit issuer. The City does not believe that any information about any default on such securities is appropriate and would be considered material by a reasonable investor in the Series 2024C Bonds because the City is not obligated to pay the debt service on any such securities except from payments made to it by the private companies on whose behalf such securities were issued and no funds of the City have been pledged or used to pay such securities or the interest thereon.

(k) Except as disclosed in the Official Statement, there is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, or public board or body, pending or, to the best of its knowledge, threatened: (i) contesting the corporate existence or powers of the City Council, or the titles of the officers of the City Council to their respective offices; (ii) seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2024C Bonds or the collection or application of any Non-Ad Valorem Revenues or the Pledged Funds or the City's Covenant to Budget and Appropriate, or in which an unfavorable decision, ruling or finding would materially adversely affect the financial position of the City or the validity or enforceability of the Series 2024C Bonds, the Bond Resolution or the Bond Documents; (iii) contesting in any way the completeness or accuracy of the Official Statement; (iv) adversely affecting the exclusion of interest on the Series 2024C Bonds from gross income for federal income tax purposes; or (v) challenging the Project, nor, to the best knowledge of the City after due inquiry, is there any basis therefor.

(l) When duly executed and delivered, the Series 2024C Bonds and the Bond Documents will have been duly authorized, executed, issued and delivered and will constitute valid and binding obligations of the City, enforceable in accordance with their respective terms, except insofar as the enforcement thereof may be limited by bankruptcy, insolvency or similar laws relating to the enforcement of creditors' rights.

(m) The City will furnish such information, execute such instruments and take such other action in cooperation with the Senior Manager as the Senior Manager may reasonably request to: (i) qualify the Series 2024C Bonds for offer and sale under the "blue sky" or other securities laws and regulations of such states and other jurisdictions of the United States of America as the Senior Manager may designate; (ii) determine the eligibility of the Series 2024C Bonds for investment under the laws of such states and other jurisdictions; and (iii) continue such qualifications in effect so long as required for the distribution of the Series 2024C Bonds; provided that the City will not be required to qualify to do business or submit to service of process in any such jurisdiction.

(n) The City has not been notified of any listing or the proposed listing of the City by the Internal Revenue Service as an issuer whose arbitrage certifications may not be relied upon.

(o) Any certificate signed by any official of the City and delivered to the Underwriters will be deemed to be a representation by the City to the Underwriters as to the statements made therein.

(p) The City will undertake, pursuant to the Continuing Disclosure Agreement by and between the City and Digital Assurance Certification, LLC, to

provide or cause to be provided to the MSRB certain annual financial information and operating data of the Project, and certain notices of material events, as more fully set forth in the Continuing Disclosure Agreement. A description of the undertaking will be set forth in the Official Statement.

(q) The Financial Statements included in the Official Statement have been prepared in accordance with generally accepted accounting principles applied on a consistent basis with that of the audited combined financial statements of the City and fairly present the financial condition and results of the operations of the City at the dates and for the periods indicated.

(r) Except as disclosed in the Official Statement, within the last five (5) years, the City has not failed to comply in all material respects with any continuing disclosure undertaking made by it pursuant to the Rule in connection with outstanding bond issues for which the City has agreed to undertake continuing disclosure obligations.

(s) On the Date of Closing, the City will be in compliance in all respects with the covenants and agreements contained in the Bond Resolution and no Event of Default, nor an event which, with the lapse of time or giving of notice, or both, would constitute an Event of Default under the Bond Resolution will have occurred or be continuing.

(t) The City will not take or omit to take any action which action or omission will in any way cause the proceeds from the sale of the Series 2024C Bonds to be applied in a manner contrary to that provided for or permitted in the Bond Resolution and as described in the Official Statement.

(u) To the best knowledge of the City, no representation or warranty by the City in this Purchase Agreement, nor any statement, certificate, document or exhibit furnished to or to be furnished by the City pursuant to this Purchase Agreement contains, or will contain on the Date of Closing, any untrue statement of material fact.

(v) No consent is required to be obtained from the auditors in connection with the City's inclusion of the audited financial statements attached as Appendix B to the Official Statement.

(w) Between the date of this Purchase Agreement and on the Date of Closing, the City will not, without the prior written consent of the Senior Manager, offer or issue any bonds, notes or other obligations for borrowed money, except for the City's Non-Ad Valorem Revenue Bonds, Series 2024A (Stadium Project) and Non-Ad Valorem Revenue Bonds, Series 2024B (Stadium Project), and the City will not incur any material liabilities, direct or contingent, nor will there be any

adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the City, other than (i) as contemplated by the Official Statement, or (ii) in the ordinary course of business.

### **SECTION 3.**

On or before the acceptance by the City of this Purchase Agreement, the Underwriters shall receive from the City a certified copy of the Bond Resolution.

### **SECTION 4.**

At 10:00 a.m. (Eastern Time) on [December \_\_], 2024, or at such earlier or later time or date as the parties hereto mutually agree upon (the "Date of Closing"), the City will cause to be delivered to the Underwriters, at the offices of the City or at such other place upon which the parties hereto may agree, the documents mentioned in Section 5(f) of this Purchase Agreement and shall release the Series 2024C Bonds, in the form of one typewritten, fully registered bond with a CUSIP identification number thereon for each maturity of the Series 2024C Bonds, duly executed and authenticated and registered in the name of Cede & Co., as nominee for DTC, through the DTC FAST System to the Underwriters (such deliverance and release and related transactions occurring on the Date of Closing are referred to herein as the "Closing"). At the Closing, the Underwriters shall evidence their acceptance of delivery of the Series 2024C Bonds and pay the purchase price of the Series 2024C Bonds as set forth in Section 1(a) of this Purchase Agreement.

### **SECTION 5.**

The Underwriters have entered into this Purchase Agreement in reliance upon the representations and agreements of the City herein and the performance by the City of its obligations hereunder, both as of the date hereof and as of on the Date of Closing. The City's and the Underwriters' obligations under this Purchase Agreement are and will be subject to the following further conditions:

(a) The representations of the City contained herein shall be true, complete and correct in all material respects on the date of acceptance hereof and at all times through and including the Closing;

(b) On the Date of Closing: (i) the Bond Resolution and the Bond Documents will be in full force and effect and will not have been amended, modified or supplemented, except as may have been agreed to in writing by the Senior Manager and (ii) the proceeds of the sale of the Series 2024 Bonds shall be applied as described in the Official Statement;

(c) The City shall perform or have performed all of its obligations required under or specified in the Bond Resolution, the Bond Documents and the Official Statement to be performed at or prior to the Closing;

(d) The City shall have delivered to the Underwriters the final Official Statement by the time, and in the numbers, required by Section 1(f) of this Purchase Agreement;

(e) As of the date hereof and on the Date of Closing, all necessary official action of the City relating to the Bond Documents and the Official Statement shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect;

(f) at or prior to the Closing, the Underwriters shall receive the following documents (in each case with only such changes as the Senior Manager shall approve):

(i) the opinion of Bond Counsel with respect to the Series 2024C Bonds, dated on the Date of Closing, substantially in the form attached to the Official Statement as Appendix D, either addressed to the Underwriters and the City or accompanied by a letter addressed to the Underwriters indicating that it may rely on said opinion as if it were addressed to them;

(ii) a supplemental opinion of Bond Counsel, dated the Date of Closing and addressed to the Underwriters, in such form as is mutually and reasonably acceptable to the City and the Underwriters, (A) to the effect that the statements contained in the Official Statement under the captions "DESCRIPTION OF THE BONDS" (excluding the information thereunder relating to DTC and its system of book-entry registration) and "SECURITY FOR THE BONDS" insofar as such information purports to summarize portions of the Bond Resolution and the Series 2024 Bonds, constitute a fair summary of those portions purported to be summarized therein, and the information under the caption "TAX MATTERS" is accurate (all such opinions referred to in this clause (A) exclude financial, statistical and demographic information contained in such Official Statement and information related to DTC), (B) to the effect that the Series 2024 Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended (the "1933 Act"), and (C) to the effect that the Bond Resolution is not required to be qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act").

(iii) the opinion of GrayRobinson, P.A., Disclosure Counsel to the City, dated on the Date of Closing and either addressed to the Underwriters and the City or accompanied by a letter addressed to the Underwriters indicating that it may rely on said opinion as if it were addressed to them, in form and substance acceptable to the City and the Underwriters to the effect that (A) the Series 2024C Bonds are exempt from the registration requirements of the 1933 Act and the Bond Resolution is exempt from

qualification under the Trust Indenture Act; (B) nothing has come to the attention of the attorneys in their firm rendering legal services in accordance with this representation which leads them to believe that either the Preliminary Official Statement (as of its date) or the Official Statement (as of the date hereof and as of on the Date of Closing) contained or contains any untrue statements of material facts or omit to state any material facts required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that no opinion need be expressed regarding historical or projected financial information, demographic, statistical or operating data or information included in the Preliminary Official Statement or Official Statement, including but not limited to appendices, schedules and exhibits thereto, or any information about The Depository Trust Company and its book-entry system of registration, and (C) under existing law, the Continuing Disclosure Agreement satisfies the requirements of Section (b)(5)(i) of the Rule for an undertaking to provide certain annual financial information and event notices to various information repositories as required by the Rule;

(iv) the opinion of the City Attorney, as counsel to the City, dated on the Date of Closing and addressed to the Underwriters and the City, to the effect that: (A) the City is validly existing as a municipality under the laws of Florida, with all corporate power necessary to conduct the operations described in the Official Statement and to carry out the transactions contemplated by this Purchase Agreement; (B) the City has obtained all governmental consents, approvals and authorizations necessary for execution and delivery of the Bond Documents, for issuance of the Series 2024C Bonds for the preparation and distribution of the Preliminary Official Statement and the for execution and delivery of the Official Statement and consummation of the transactions contemplated thereby and hereby; (C) the City has full legal right, power and authority to provide the Covenant to Budget and Appropriate and to pledge and grant a lien on the Pledged Funds, for the security of the Series 2024C Bonds; (D) the City Council has duly adopted the Bond Resolution and approved the form, execution, distribution and delivery of the Official Statement; (E) the Series 2024C Bonds and the other Bond Documents have each been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery thereof by the other parties thereto, if any, each constitutes a valid and binding agreement of the City, enforceable in accordance with its terms; (F) the information in the Preliminary Official Statement, as of its date, and the Official Statement, as of its date and on the Date of Closing, with respect to the City (excluding financial, statistical and demographic information and information relating to DTC, as to which no opinion need be expressed) is, as to legal matters, to the best knowledge of such counsel after due inquiry

with respect thereto, correct in all material respects and does not omit any matter necessary in order to make the statements made therein regarding such matters, in light of the circumstances under which such statements are made, not misleading, and, based on its participation as counsel to the City, such counsel has no reason to believe that the Preliminary Official Statement, as of its date, and the Official Statement, as of its date and on the Date of Closing (excluding financial, statistical and demographic information and information relating to DTC) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; (G) except as disclosed in the Official Statement under the caption "LITIGATION," there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best of knowledge of such counsel after due inquiry, threatened, against or affecting the City Council or the City, challenging the validity of the Series 2024C Bonds, the Bond Resolution, any of the other the Bond Documents, or any of the transactions contemplated thereby or by the Official Statement, or challenging the existence of the City or the respective powers of the several offices of the officials of the City or the titles of the officials holding their respective offices, or challenging the Project or the pledge of the Pledged Funds or the Covenant to Budget and Appropriate for the security and payment of the Series 2024C Bonds in the manner and to the extent provided in the Bond Resolution, nor is there any basis therefor; (H) the execution and delivery of the Bond Documents and the issuance of the Series 2024C Bonds, and compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under, or result in the creation of a lien on any property of the City (except as contemplated therein) pursuant to any note, mortgage, deed of trust, indenture, resolution or other agreement or instrument to which the City Council or the City is a party, or any existing law, regulation, court order or consent decree to which the City Council or the City is subject;

(v) an opinion of Nabors, Giblin & Nickerson, P.A., counsel for the Underwriters covering such matters and in form reasonably satisfactory to the Senior Manager;

(vi) a certificate, dated on the Date of Closing, signed on behalf of the City by the Mayor and the Chief Financial Officer of the City, setting forth such matters as the Senior Manager may reasonably require, including, without limitation that (I) the financial statements of the City as of September 30, 2023 fairly represent the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of the City

as of the dates and for the periods therein set forth; (II) except as disclosed in the Preliminary Official Statement and the Official Statement, since September 30, 2023, no materially adverse change has occurred, or any development involving a prospective material change, in the financial position of the City and the City has not incurred since September 30, 2023, any material liabilities other than in the ordinary course of business or as set forth in or contemplated by the Official Statement; (III) each of the representations of the City contained in Section 2 hereof were true and accurate in all material respects on the date when made, has been true and accurate in all material respects at all times since, and continues to be true and accurate in all material respects on the Date of Closing as if made on such date; (IV) the information in the Preliminary Official Statement, as of its date, and the Official Statement, as of its date and on the Date of Closing, with respect to the City (excluding financial, statistical and demographic information and information relating to DTC, as to which no opinion need be expressed) is, to the best of our knowledge after due inquiry with respect thereto, correct in all material respects and does not omit any matter necessary in order to make the statements made therein regarding such matters, in light of the circumstances under which such statements are made, not misleading; and (V) to the best of their knowledge after due inquiry, no event affecting the City, the Project, the Series 2024 Bonds has occurred since the date of the Official Statement which should be disclosed therein for the purpose for which it is used or which is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect as of on the Date of Closing;

(vii) a customary signature certificate, dated on the Date of Closing, certified on behalf of the City by the City Clerk of the City;

(viii) certified copies of the Bond Resolution;

(ix) executed, recorded or certified copies of the Bond Documents, as applicable;

(x) a Tax Certificate of the City, in form satisfactory to Bond Counsel, executed by such officials of the City as shall be satisfactory to the Senior Manager;

(xi) a letter from Moody's Ratings and Fitch Ratings, Inc. addressed to the City, to the effect that the Series 2024C Bonds have been assigned a rating of "\_\_\_" (stable outlook) and "\_\_\_" (stable outlook), respectively, which ratings shall be in effect as of on the Date of Closing;



(xii) a customary authorization and incumbency certificate, dated on the Date of Closing, signed by authorized officers of the Registrar;

(xiii) copies of the Blue Sky Memorandum prepared by Counsel to the Underwriters, indicating the jurisdictions in which the Series 2024C Bonds may be sold in compliance with the "blue sky" or securities laws of such jurisdictions;

(xiiii) a copy of the City's executed Blanket Letter of Representation to The Depository Trust Company;

(xv) such additional documents as may be required by the Bond Resolution to be delivered as a condition precedent to the issuance of the Series 2024C Bonds; and

(x) such additional legal opinions, proceedings, instruments and other documents as the Senior Manager, Underwriters' Counsel or Bond Counsel may reasonably request.

All of the opinions, letters, certificates, instruments and other documents mentioned in this Purchase Agreement shall be deemed to be in compliance with the provisions of this Purchase Agreement if, but only if, in the reasonable judgment of the Senior Manager and Underwriters' Counsel, they are satisfactory in form and substance.

## **SECTION 6.**

If the City shall be unable to satisfy the conditions to the Underwriters' obligations contained in this Purchase Agreement or if the Underwriters' obligations are terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and the Underwriters and the City shall have no further obligation hereunder, except that the respective obligations of the parties hereto provided in Section 7 hereof shall continue in full force and effect and the City shall return the Good Faith Deposit as provided in Section 1(b).

## **SECTION 7.**

(a) The following costs and expenses relating to the transaction contemplated or described in this Purchase Agreement shall be borne and paid by the City: printing of Series 2024C Bonds; printing or copying of closing documents (including the Preliminary Official Statement and the Official Statement) in such reasonable quantities as the Underwriters may request; fees and disbursements of Bond Counsel; fees and disbursements of the City's Financial Advisor; any accounting fees; the Disbursement Agent and Paying Agent and Registrar fees; fees of the rating agencies; and any other fees as described in Schedule A-1 hereto. The City shall pay any expenses incurred by the Underwriters on behalf of the City and

its staff in connection with the marketing, issuance and delivery of the Series 2024C Bonds, including, but not limited to, meals, transportation and lodging of the City's employees and representatives; the City's obligations in regard to these expenses survive even if the underlying transaction fails to close or consummate. The Underwriters' expenses will be paid or reimbursed through the expense component of the Underwriters' discount, including the fees and expenses of Underwriters' counsel. Notwithstanding the foregoing, the City will only be obligated to reimburse expenses incurred with respect to meals and travel to the extent such expenses comply with Section 112.061, Florida Statutes and Section 2-78 of the City's Code of Ordinances.

(b) The Underwriters will pay (from the expense component of the Underwriters' discount): (i) the fees and disbursements of Underwriters' Counsel; (ii) all advertising expenses in connection with the public offering of the Series 2024C Bonds; (iii) the fees of Lumesis for a continuing disclosure compliance review; and (iv) the cost of preparing, printing and distributing the Blue Sky Memorandum, and the filing fees required by the "blue sky" laws of various jurisdictions.

#### **SECTION 8.**

The City acknowledges and agrees that: (a) the Underwriters are not acting as a municipal advisor within the meaning of Section 15B of the Securities Exchange Act, as amended, (b) the primary role of the Underwriters, as underwriters, is to purchase securities, for resale to investors, in an arm's length commercial transaction between the City and the Underwriters and the Underwriters have financial and other interests that differ from those of the City; (c) the Underwriters are acting solely as principals and are not acting as municipal advisors, financial advisors or fiduciaries to the City and have not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to the City on other matters); (d) the only obligations the Underwriters have to the City with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement; and (e) the City has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

#### **SECTION 9.**

If the City shall be unable to satisfy the conditions of the Underwriters' obligations contained in this Purchase Agreement or if the Underwriters' obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be cancelled by the Senior Manager at, or at any time before, the Closing. Notice of such cancellation shall be given by the Senior Manager to the City in writing, or by

telephone confirmed in writing. The performance by the City of any and all conditions contained in this Purchase Agreement for the benefit of the Underwriters may be waived by the Senior Manager.

(a) The Underwriters shall also have the right, before the Closing, to cancel their obligations to purchase the Series 2024C Bonds, by written notice by the Senior Manager to the City, if between the date hereof and the Closing:

(i) Any event or circumstance occurs or information becomes known, which, in the reasonable judgment of the Senior Manager, makes untrue any statement of a material fact set forth in the Preliminary Official Statement or the Official Statement or results in an omission to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City shall be granted the opportunity to cure any such omission or untrue or misleading statement or information in accordance with Section 1(g) hereof if, in the reasonable judgment of the Senior Manager, a supplement or amendment to the Preliminary Official Statement or the Official Statement, as applicable, would correct the misstatement or omission in a timely manner and would not adversely affect the market price of the Series 2024C Bonds or the ability of the Underwriters to enforce contracts for the sale of the Series 2024C Bonds; or

(ii) The market for the Series 2024C Bonds or the market prices of the Series 2024C Bonds or the ability of the Underwriters to enforce contracts for the sale of the Series 2024C Bonds shall have been materially and adversely affected, in the reasonable judgment of the Senior Manager, by any of the following events or circumstances:

(A) A committee of the House of Representatives or the Senate of the Congress of the United States or the legislature of the State of Florida shall have pending before it legislation, or a tentative decision with respect to legislation shall be reached by a committee of the House of Representatives or the Senate of the Congress of the United States of America, or legislation shall be favorably reported by such a committee or be introduced, by amendment or otherwise, in, or be passed by, the House of Representatives or the Senate, or recommended to the Congress of the United States of America for passage by the President of the United States of America, or be enacted by the Congress of the United States of America, or an announcement or a proposal for any such legislation shall be made by a member of the House of Representatives or the Senate of the Congress of the United States, or a decision by a court established under Article III of the Constitution of the United States of America

or the Tax Court of the United States of America shall be rendered, or a ruling, regulation, or order of the Treasury Department of the United States of America or the Internal Revenue Service shall be made or proposed having the purpose or effect of imposing federal or state income taxation, or any other event shall have occurred which results in or proposes the imposition of federal or state income taxation, upon revenues or other income of the general character to be derived by the City, any of its affiliates, state and local governmental units or by any similar body or upon interest received on obligations of the general character of the Series 2024C Bonds which, in the Senior Manager's reasonable opinion, materially and adversely affects the market price or marketability of the Series 2024C Bonds or the ability of the Underwriters to enforce contracts for the sale of the Series 2024C Bonds.

(B) Any legislation, ordinance, rule, or regulation shall be introduced in or be enacted by any governmental body, department, or agency of the United States or of any state, or a decision by any court of competent jurisdiction within the United States or any state shall be rendered which, in the Senior Manager's reasonable opinion, materially adversely affects the market price or marketability of the Series 2024C Bonds or the ability of the Underwriters to enforce contracts for the sale of the Series 2024C Bonds.

(C) A stop order, ruling, regulation, or official statement by, or on behalf of, the SEC or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering, or sale of obligations of the general character of the Series 2024C Bonds, or the issuance, offering, or sale of the Series 2024C Bonds, including all the underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of any provisions of the federal securities laws as amended and then in effect, including without limitation the registration provisions of the 1933 Act, or the registration provisions of the Securities Exchange Act of 1934 (the "1934 Act"), or the qualification provisions of the 1939 Act.

(D) Legislation shall be introduced by amendment or otherwise in, or be enacted by, the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered to the effect that obligations of the general character of the Series 2024C Bonds, including all the underlying obligations, are not exempt from registration under or from other requirements of the

1933 Act or the 1934 Act, or with the purpose or effect of otherwise prohibiting the issuance, offering, or sale of obligations of the general character of the Series 2024C Bonds, as contemplated hereby or by the Official Statement.

(E) Additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange, which materially adversely affects the market price or marketability of the Series 2024C Bonds or the ability of the Underwriters to enforce contracts for the sale of the Series 2024C Bonds.

(F) The New York Stock Exchange or any other national securities exchange, or any governmental authority, shall impose, a general suspension of trading or, as to Series 2024C Bonds or obligations of the general character of the Series 2024C Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or a change to the net capital requirements of, the Underwriters.

(G) A general banking moratorium or suspension or limitation of banking services shall have been established by federal, Florida or New York authorities or a major financial crisis or material disruption in commercial banking or securities settlement or clearance services shall have occurred.

(H) Any proceeding shall be pending, or to the knowledge of the Underwriters, threatened, to restrain, enjoin, or otherwise prohibit the issuance, sale, or delivery of the Series 2024C Bonds by the City or the purchase, offering, sale, or distribution of the Series 2024C Bonds by the Underwriters, or for any investigatory or other proceedings under any federal or state securities laws or the rules and regulations of the Financial Industry Regulatory Authority relating to the issuance, sale, or delivery of the Series 2024C Bonds by the City or the purchase, offering, sale, or distribution of the Series 2024C Bonds by the Underwriters.

(I) There shall have occurred any new outbreak or escalation of hostilities, any declaration by the United States of war or any national or international calamity or crisis in the financial markets of the United States or elsewhere, including without limitation a downgrade of sovereign debt rating of the United States by any major credit rating agency or payment default on the United

States Treasury obligations (it being agreed by the parties hereto that no such outbreak, escalation, declaration, calamity or crisis exists as of the date hereof, absent a change in circumstances), the effect of such outbreak, escalation, declaration, calamity or crisis being such, in the reasonable judgment of the Senior Manager, which would materially adversely affect the market price or marketability of the Series 2024C Bonds or the ability of the Underwriters to enforce contracts for the sale of the Series 2024C Bonds.

(J) Any change in or particularly affecting the City, the Act, the Bond Resolution, the Bond Documents or the Pledged Funds as the foregoing matters are described in the Preliminary Official Statement or the Official Statement, which in the reasonable judgment of the Senior Manager materially impairs the investment quality of the Series 2024C Bonds.

(K) Prior to Closing, any of the rating agencies which have rated the Series 2024C Bonds shall inform the City or the Underwriters that the Series 2024C Bonds will be rated lower than the respective rating published in the Official Statement or there shall have occurred or any notice shall have been given of any downgrading, suspension, withdrawal, or negative change of credit watch status by any national rating service to any bonds of the City.

(L) There shall have occurred, after the signing hereof, either a financial crisis with respect to the City (it being agreed by the parties hereto that no such crisis exists as of the date hereof, absent a change in circumstances) or proceedings under the bankruptcy laws of the United States or the State of Florida shall have been instituted by the City, in either case the effect of which, in the reasonable judgment of the Senior Manager, is such as to materially and adversely affect the market price or the marketability of the Series 2024C Bonds or the ability of the Underwriters to enforce contracts of the sale of the Series 2024C Bonds.

## **SECTION 10.**

Any notice or other communication to be given under this Purchase Agreement may be given by delivering the same in writing as follows:

[Remainder of page intentionally left blank]

To the City at:

City of St. Petersburg, Florida  
175 5th Street N.  
St. Petersburg, Florida 33701  
Attention: Erika Langhans, Chief Financial Officer

To the Underwriters (as the Senior Manager, the representative on behalf of the Underwriters) at:

BofA Securities, Inc.  
101 E. Kennedy Boulevard, Suite 200  
Tampa, Florida 33602  
Attn: Douglas W. Draper

**SECTION 11.**

This Purchase Agreement is made solely for the benefit of the City and the Underwriters (including the successors or assigns of the Underwriters), and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. Except as otherwise expressly provided herein, all of the agreements and representations of the City contained in this Purchase Agreement and in any certificates delivered pursuant hereto shall remain operative and in full force and effect regardless of: (i) any investigation made by or on behalf of the Series 2024C Bonds hereunder; or (ii) any termination of this Purchase Agreement, other than pursuant to Section 9.

**SECTION 12.**

All the representations, warranties and agreements of the Underwriters and the City in this Purchase Agreement shall remain operative and in full force and effect and shall survive delivery of and payment for the Series 2024C Bonds hereunder regardless of any investigation made by or on behalf of the Underwriters.

**SECTION 13.**

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

**SECTION 14.**

THE CITY AND THE UNDERWRITERS, HEREBY IRREVOCABLY WAIVE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS PURCHASE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**SECTION 15.**

This Purchase Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement; such counterparts may be delivered by facsimile transmission.

**SECTION 16.**

This Purchase Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements, prior writings and representations with respect thereto.

[Signature Page Follows]



[UNDERWRITERS SIGNATURE PAGE TO PURCHASE CONTRACT]

If the foregoing is acceptable to you, please sign below and this Purchase Agreement will become a binding agreement between the City and the Underwriters.

Very Truly Yours,

**BOFA SECURITIES, INC.,**  
on behalf of itself, Raymond James &  
Associates, Inc., Samuel A. Ramirez &  
Co., Inc., Rice Financial Products  
Company, Siebert Williams Shank & Co.,  
LLC and Truist Securities, Inc.

By: \_\_\_\_\_

Name: Douglas W. Draper

Title: Director

[CITY'S SIGNATURE PAGE TO PURCHASE CONTRACT]

Accepted and confirmed as of the date first above written:

**CITY OF ST. PETERSBURG, FLORIDA**

(SEAL)

---

Kenneth T. Welch, Mayor

ATTESTED:

---

Chan Srinivasa, City Clerk

APPROVED AS TO FORM AND CORRECTNESS

---

Macall D. Dyer, Managing Assistant  
City Attorney

**EXHIBIT A**

**(Disclosure Letter and Truth-in-Bonding Statement)**

**[\$[PAR]]  
CITY OF ST. PETERSBURG, FLORIDA  
NON-AD VALOREM REVENUE BONDS,  
SERIES 2024C (HGPD INFRASTRUCTURE PROJECT)**

[DATE]

Mayor and City Council  
City of St. Petersburg, Florida  
175 5th Street N.  
St. Petersburg, Florida 33602

Re: \$[PAR] City of St. Petersburg, Florida Non-Ad Valorem Revenue Bonds,  
Series 2024C (HGPD Infrastructure Project)

Dear Mayor and Council Members:

In connection with the proposed execution and delivery of the \$[PAR] aggregate principal amount of the City of St. Petersburg, Florida Non-Ad Valorem Revenue Bonds, Series 2024C (HGPD Infrastructure Project), (the "Series 2024C Bonds"), BofA Securities, Inc. (the "Senior Manager"), acting on behalf of itself, Raymond James & Associates, Inc. and co-managers Samuel A. Ramirez & Co., Inc., Rice Financial Products Company, Siebert Williams Shank & Co., LLC and Truist Securities, Inc. (collectively, with the Senior Manager, the "Underwriters"), has agreed to underwrite a public offering of the Series 2024C Bonds. Arrangements for underwriting the Series 2024C Bonds will include a Purchase Agreement between the City of St. Petersburg, Florida (the "City") and the Underwriters which will embody the negotiations in respect thereof (the "Purchase Agreement").

The purpose of this letter is to furnish, pursuant to the provisions of Section 218.385, Florida Statutes, as amended, certain information in respect of the arrangements contemplated for the underwriting of the Series 2024C Bonds as follows:

(a) The nature and estimated amounts of expenses to be incurred by the Underwriters in connection with the purchase and reoffering of the Series 2024C Bonds are set forth in schedule A-1 attached hereto.

(b) No person has entered into an understanding with the Underwriters or, to the knowledge of the Underwriters, with the City for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the City and the Underwriters or to exercise or attempt to exercise any influence to effect any transaction in connection with the purchase of the Series 2024C Bonds by the Underwriters.

The total underwriting spread is \$ \_\_\_\_\_ (\$ \_\_\_\_\_ /\$1,000 of Bonds).

The Management Fee is \$ \_\_\_\_\_ (\$ \_\_\_\_\_ /\$1,000 of Bonds).

The Underwriters' Expenses are \$ \_\_\_\_\_ (\$ \_\_\_\_\_ /\$1,000 of Bonds).

(c) No other fee, bonus or other compensation has been or will be paid by the Underwriters in connection with the issuance of the Series 2024C Bonds to any person not regularly employed or retained by the Underwriters, except Underwriters' Counsel, Nabors, Giblin & Nickerson, P.A., as shown on Schedule A-1 hereto, including any "finder" as defined in Section 218.386(1)(a), Florida Statutes, as amended.

(d) The names and addresses of the Underwriters are:

BofA Securities, Inc.  
101 E. Kennedy Boulevard,  
Suite 200  
Tampa, Florida 33602  
Attn: Douglas W. Draper

Raymond James & Associates, Inc.  
880 Carillon Parkway  
St. Petersburg, Florida 33716  
Attn: Rick Patterson

Samuel A. Ramirez & Co., Inc.  
61 Broadway, 29th Floor  
New York, New York 10006  
Attn: Sarah Snyder

Rice Financial Products Company  
990 Biscayne Boulevard,  
Office 503  
Miami, FL 33132  
Attn: Kevin Schuyler

Siebert Williams Shank & Co., LLC  
1025 Connecticut Avenue, NW,  
Suite 509  
Washington, DC 20036  
Attn: Jonathan F. Kirn

Truist Securities, Inc.  
3333 Peachtree Road NE, 11th Floor  
Atlanta, GA 30326  
Attn: Kristin "KayDee" Hoard

(e) The City is proposing to issue \$[PAR] principal amount of the Series 2024C Bonds, as described in the Official Statement dated [December \_\_, 2024] relating to the Series 2024C Bonds. These obligations are expected to be repaid over a period of approximately \_\_ years. At a true interest cost rate of \_\_\_\_\_%, total interest paid over the life of the Series 2024C Bonds will be \$\_\_\_\_\_. Proceeds of the Series 2024C Bonds will provide funds to (i) finance and/or reimburse the costs of certain capital improvements to the Project (as more particularly described in the Official Statement) and (ii) pay certain costs of issuance of the Series 2024C Bonds.

(f) The anticipated source of repayment or security for the Series 2024C Bonds is the Pledged Funds (as defined in the Bond Resolution, which in turn is defined in the Purchase Agreement). Authorizing these obligations will result in an average annual amount of approximately \$\_\_\_\_\_ (average annual debt service) of the aforementioned funds not being available each year to finance the other improvements of the City over a period of approximately \_\_ years, with respect to the Series 2024C Bonds.

[Signature Page is on the following page]

[SIGNATURE PAGE TO DISCLOSURE LETTER AND TRUTH-IN-BONDING  
STATEMENT]

We understand that you do not require any further disclosure from the Underwriters pursuant to Section 218.385, Florida Statutes, as amended.

Very Truly Yours,

**BOFA SECURITIES, INC.,**  
on behalf of itself, and Raymond James  
& Associates, Inc., Samuel A. Ramirez  
& Co., Inc., Rice Financial Products  
Company, Siebert Williams Shank &  
Co., LLC and Truist Securities Inc.

By: \_\_\_\_\_  
Name: Douglas W. Draper  
Title: Director

**SCHEDULE A-1**

**ESTIMATED EXPENSES TO BE INCURRED BY UNDERWRITERS**

	<u>Total</u>	<u>\$/1000</u>
Underwriters' Counsel	\$	—.
I-Deal Bookrunning		
I-Deal Order Monitor		
Munibond Roadshow		
DTC Service Fees		
CUSIP Charge and Disclosure Fee		
Out of Pocket Expenses		
Lumesis		
I-Deal Wire Charges		
TOTAL		

**EXHIBIT B**

**[\$[PAR]]**

**CITY OF ST. PETERSBURG, FLORIDA  
Non-Ad Valorem Revenue Bonds, Series 2024C (HGPD Infrastructure Project)**

**MATURITIES, AMOUNTS, INTEREST RATES, PRICES AND YIELDS**

**[\$[PAR]] Serial Bonds**

Maturity ([October] 1)	Principal Amount \$	Interest Rate %	Yield* %	Price
---------------------------	---------------------------	-----------------------	-------------	-------

\$ \_\_\_\_\_ % Term Bond Due October 1, 20\_\_; Yield \_\_\_\_%\*; Price \_\_\_\_\_  
\$ \_\_\_\_\_ % Term Bond Due October 1, 20\_\_; Yield \_\_\_\_%\*; Price \_\_\_\_\_

\*[Yield to first optional call date of October 1, 20\_\_.]



## REDEMPTION PROVISIONS

**Optional Redemption.** The Bonds maturing on or prior to October 1, 20[ ] are not subject to optional redemption. The Bonds maturing on or after October 1, 20[ ] are subject to redemption prior to maturity, at the option of the City, in whole or in part on any date on or after October 1, 20[ ], and if in part, in such order of maturities and in such amounts as the City shall select and by lot within a maturity, at a Redemption Price equal to 100% of the principal amount to be redeemed, plus accrued interest to the date of redemption, and without premium.

**Mandatory Redemption.** The 2024C Bonds maturing on October 1, 20[ ] are subject to mandatory redemption or purchase prior to their stated dates of maturity, in part by lot, in such manner as the City may deem appropriate from Amortization Installments deposited by the City in the Bond Amortization Account, at the principal amount thereof, unless purchased pursuant to the operation of such Account, plus accrued interest to the redemption date, on October 1 of the years and in the principal amounts, both as set forth below:

Year (October 1)	Amortization Installment
---------------------	-----------------------------

\_\_\_\_\_  
\*Final Maturity

## EXHIBIT C

**§[PAR]**  
**CITY OF ST. PETERSBURG, FLORIDA**  
**NON-AD VALOREM REVENUE BONDS,**  
**SERIES 2024C (HGPS INFRASTRUCTURE PROJECT)**

### ISSUE PRICE CERTIFICATE

The undersigned, on behalf of BofA Securities, Inc. (the "Representative"), on behalf of itself, Raymond James & Associates, Inc., Samuel A. Ramirez & Co., Inc., Rice Financial Products Company, Siebert Williams Shank & Co., LLC and Truist Securities, Inc. (together, the "Underwriting Group"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A and Schedule B.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) The Underwriting Group offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A and Schedule B hereto (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule C hereto.

(b) As set forth in the Bond Purchase Agreement, the members of the Underwriting Group have agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, they would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. The Representative has not offered or sold any unsold Bonds of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period. Nothing has come to the attention of the Representative that any of the Bonds have been sold at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

### 3. *Defined Terms.*

(a) General Rule Maturities means those Maturities of the Bonds listed in Schedule A and Schedule B hereto as the "General Rule Maturities."

(b) Hold-the-Offering-Price Maturities means those Maturities of the Bonds listed in Schedule A and Schedule B hereto as the "Hold-the-Offering-Price Maturities."

(c) Holding Period means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (November \_\_, 2024), or (ii) the date on which the Underwriting Group has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) Issuer means City of St. Petersburg, Florida.

(e) Maturity means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is November \_\_, 2024.

(h) Underwriter means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the

representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bryant Miller Olive P.A. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Bonds. The representations set forth herein are not necessarily based on personal knowledge and, in certain cases, the undersigned is relying on representations made by the other members of the Underwriting Group.

**BOFA SECURITIES, INC.**, on behalf  
of itself, and Raymond James &  
Associates, Inc., Samuel A. Ramirez &  
Co., Inc., Rice Financial Products  
Company, Siebert Williams Shank &  
Co., LLC and Truist Securities, Inc.

By: \_\_\_\_\_  
Name: Douglas W. Draper  
Title: Director

Dated: [MONTH] \_\_, 2024

**SCHEDULE A**

**NON-AD VALOREM REVENUE BONDS, SERIES 2024C  
SALE PRICES OF THE GENERAL RULE MATURITIES AND  
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE  
MATURITIES**

<u>Maturity Date</u> <u>(_____ 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>
	\$	%		

\_\_\_\_\_  
\*Priced to the first optional redemption date of \_\_\_\_\_, 20\_\_.

**SCHEDULE C**  
**PRICING WIRE OR EQUIVALENT COMMUNICATION**  
**(ATTACHED)**

**EXHIBIT D**

**NONGOVERNMENTAL ENTITY  
HUMAN TRAFFICKING AFFIDAVIT  
SECTION 787.06(13), FLORIDA STATUTES  
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of BofA Securities, Inc. and attest that said entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm, to the best of my knowledge and belief, that the above-stated facts are true and correct.

BofA SECURITIES, INC.

By: \_\_\_\_\_  
Douglas Draper, Director

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Douglas Draper as Director on behalf BofA Securities, Inc.. He/she is  personally known to me or  has produced \_\_\_\_\_ (Type of Identification) as identification.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

\_\_\_\_\_  
Serial Number, if any

**EXHIBIT B**

**FORM OF PRELIMINARY OFFICIAL STATEMENT**



**PRELIMINARY OFFICIAL STATEMENT DATED [\_\_\_\_\_] , 2024**

**NEW ISSUE - FULL BOOK-ENTRY**

See "RATINGS" herein

*In the opinion of Bond Counsel, assuming compliance by the City with certain covenants, under existing statutes, regulations, and judicial decisions, the interest on the Bonds will be excluded from gross income for federal income tax purposes of the Holders thereof and will not be an item of tax preference for purposes of the federal alternative minimum tax; however, interest on the Bonds may be included in the "adjusted financial statement income" of certain "applicable corporations" that are subject to the 15-percent alternative minimum tax under section 55 of the Internal Revenue Code of 1986, as amended. See "TAX MATTERS" herein for a description of other tax consequences to Holders of the Bonds.*

\$[\_\_\_\_\_] \*  
**CITY OF ST. PETERSBURG, FLORIDA**  
**Non-Ad Valorem Revenue Bonds,**  
**Series 2024C**  
**(HGPS Infrastructure Project)**

**Dated: Date of Delivery**

**Due: November 1, as shown on inside cover page**

The City of St. Petersburg, Florida Non-Ad Valorem Revenue Bonds, Series 2024C (HGPS Infrastructure Project) (the "Bonds") are being issued by the City of St. Petersburg, Florida (the "City") in fully registered form and initially will be registered in the name of Cede & Co., for The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. The Bonds will be available to purchasers in denominations of \$5,000 or integral multiples thereof under the book-entry system maintained by DTC. Purchasers will not receive physical delivery of the Bonds. Interest on the Bonds is payable May 1, 2025, and on each November 1 and May 1 thereafter until maturity. The principal of and interest on the Bonds will be paid by U.S. Bank Trust Company, National Association, as paying agent and as bond registrar. So long as DTC or its nominee, Cede & Co., is the registered owner, such payments will be made directly to DTC. Disbursement of such payments to the Direct Participants (as defined in Appendix F attached hereto) is the responsibility of DTC, and disbursements of such payments to Beneficial Owners (as defined in Appendix F attached hereto) is the responsibility of DTC Participants (as defined in Appendix F attached hereto), as more fully described herein. See "APPENDIX F – DTC Information" attached hereto.

Certain of the Bonds are subject to redemption prior to their stated dates of maturity as stated herein. See "DESCRIPTION OF THE BONDS – Redemption Provisions" herein.

The Bonds are being issued pursuant to the authority of and in full compliance with the Constitution and laws of the State of Florida (the "State"), including particularly Chapter 166, Part II, Florida Statutes, Chapter 163, Florida Statutes, the municipal charter of the City, and other applicable provisions of law (the "Act") and pursuant to Resolution No. 2024-297 adopted by the City Council of the City (the "City Council") on July 18, 2024 (the "Authorizing Resolution"), as supplemented by Resolution No. 2024-[\_\_\_\_\_] adopted by the City Council on [October 31], 2024 (the "Supplemental Resolution" and together with the Authorizing Resolution, the "Bond Resolution"). All terms used herein in capitalized form and not otherwise defined shall have the meanings ascribed thereto in the Bond Resolution.

The Bonds are being issued, together with other legally available funds, if any, to (i) finance and/or reimburse a portion of the costs of the Project (as defined herein), and (ii) pay certain costs of issuance of the Bonds.

The Bonds and interest thereon will be payable solely from and secured by a lien on the Pledged Funds, which consist of (i) all legally available revenues of the City other than ad valorem tax revenues ("Non-Ad Valorem Revenues") budgeted and appropriated by the City in accordance with the Bond Resolution and deposited into the Debt Service Fund, and (ii) until applied in accordance with the Bond Resolution, all moneys, including the investments thereof, in the funds and accounts established under the Bond Resolution, with the exception of the Rebate Fund. The City has covenanted and agreed to appropriate in its annual budget, by amendment if necessary, for each Fiscal Year in which the Bonds remain Outstanding, and deposit into the Debt Service Fund, sufficient amounts of Non-Ad Valorem Revenues for the payment of principal of and interest on the Bonds and to make all other payments required thereunder in each such Fiscal Year, subject to the limitations described in the Bond Resolution.

THE BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE CITY AS "BONDS" WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, BUT SHALL BE SPECIAL OBLIGATIONS OF THE CITY, PAYABLE SOLELY FROM AND SECURED BY A LIEN UPON AND PLEDGE OF THE PLEDGED FUNDS. NO HOLDER OF ANY BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OR THE USE OF AD VALOREM TAX REVENUES TO PAY SUCH BOND, FOR THE PAYMENT OF ANY AMOUNTS PAYABLE UNDER THE BOND RESOLUTION, OR IN ORDER TO MAINTAIN ANY SERVICES OR PROGRAMS THAT GENERATE AVAILABLE NON-AD VALOREM REVENUES, OR BE ENTITLED TO PAYMENT OF SUCH BOND FROM ANY MONEYS OF THE CITY EXCEPT FROM THE PLEDGED FUNDS IN THE MANNER PROVIDED IN THE BOND RESOLUTION. SEE "SECURITY FOR THE BONDS" HEREIN.

**This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.**

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or exemption under the securities laws of such jurisdiction. The City has deemed this Preliminary Official Statement "final," except for certain permitted omissions, within the contemplation of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

The Bonds are offered when, as and if issued and accepted by the Underwriters subject to the approval of legality by Bryant Miller Olive P.A., Tampa, Florida, Bond Counsel. Certain other legal matters will be passed on for the City by Macall D. Dyer, Esq., Managing Assistant City Attorney, or her designee, and by GrayRobinson, P.A., Tampa, Florida, Disclosure Counsel to the City. Certain legal matters will be passed upon for the Underwriters by Nabors, Giblin & Nickerson, P.A., Tampa, Florida. PFM Financial Advisors LLC, Orlando, Florida is serving as Financial Advisor to the City in connection with the issuance of the Bonds. The Bonds are expected to be delivered through the facilities of DTC in New York, New York on or about [\_\_\_\_\_], 2024.

**BofA Securities** **Raymond James**  
**Ramirez & Co., Inc.**      **Rice Financial Products**      **Siebert Williams Shank & Co., LLC**      **Truist Securities**  
**Company**

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
\*Preliminary, subject to change.

CITY OF ST. PETERSBURG, FLORIDA

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, YIELDS, PRICES AND  
INITIAL CUSIP NUMBERS

\$[\_\_\_\_\_] \*  
Non-Ad Valorem Revenue Bonds,  
Series 2024C  
(HGPD Infrastructure Project)

\$[\_\_\_\_\_] Serial 2024C Bonds

<u>Maturity</u> <u>(November</u> <u>1)*</u>	<u>Principal</u> <u>Amount*</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>	<u>Initial</u> <u>CUSIP No.</u> <sup>(1)</sup>
\$ _____ * _____ % 2024C Term Bond due November 1, 20__ *				Price _____, Yield _____ %	Initial CUSIP No. _____ <sup>(1)</sup>
\$ _____ * _____ % 2024C Term Bond due November 1, 20__ *				Price _____, Yield _____ %	Initial CUSIP No. _____ <sup>(1)</sup>

\* Preliminary, subject to change.

(1) CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by FactSet Research Systems, Inc. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. CUSIP numbers have been assigned by an independent company not affiliated with the City or the Underwriters and are included solely for the convenience of the Registered Owners of the applicable Bonds. Neither the City nor the Underwriters are responsible for the use of CUSIP numbers referenced herein, nor is any representation made as to their correctness on the applicable Bonds or as included in this Official Statement. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Bonds.

**CITY OF ST. PETERSBURG, FLORIDA OFFICIALS**

**ELECTED OFFICIALS**

**MAYOR**

Kenneth T. Welch

**CITY COUNCIL**

District 1 – Copley Gerdes, Vice Chair

District 2 – Brandi Gabbard

District 3 – Ed Montanari\*

District 4 – Lisset Hanewicz

District 5 – Deborah Figgs-Sanders, Chair

District 6 – Gina Driscoll

District 7 – John Muhammad\*

District 8 – Richie Floyd

**CITY OFFICIALS**

Robert Gerdes, City Administrator

Thomas Greene, Assistant City Administrator

Jacqueline Kovilaritch, Esq., City Attorney

Macall D. Dyer, Esq., Managing Assistant City Attorney

Erika Langhans, Chief Financial Officer

Anne A. Fritz, Debt Financing Director

Chandrasasa Srinivasa, City Clerk

**BOND COUNSEL**

Bryant Miller Olive P.A.

Tampa, Florida

**DISCLOSURE COUNSEL**

GrayRobinson, P.A.

Tampa, Florida

**FINANCIAL ADVISOR**

PFM Financial Advisors LLC

Orlando, Florida

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\* Mr. Montanari resigned effective November 5, 2024 and is term limited. Mr. Muhammad is not seeking re-election. New City Council members will be elected in the November 2024 election.

NO DEALER, BROKER, SALESMAN OR OTHER PERSON HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATION, OTHER THAN AS CONTAINED IN THIS OFFICIAL STATEMENT, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF THE BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE. THE INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT HAS BEEN OBTAINED FROM PUBLIC DOCUMENTS, RECORDS AND OTHER SOURCES CONSIDERED TO BE RELIABLE AND, WHILE NOT GUARANTEED AS TO COMPLETENESS OR ACCURACY, IS BELIEVED TO BE CORRECT. ANY STATEMENTS IN THIS OFFICIAL STATEMENT INVOLVING ESTIMATES, ASSUMPTIONS AND MATTERS OF OPINION, WHETHER OR NOT SO EXPRESSLY STATED, ARE INTENDED AS SUCH AND NOT AS REPRESENTATIONS OF FACT, AND THE CITY EXPRESSLY MAKES NO REPRESENTATION THAT SUCH ESTIMATES, ASSUMPTIONS AND OPINIONS WILL BE REALIZED OR FULFILLED. ANY INFORMATION, ESTIMATES, ASSUMPTIONS AND MATTERS OF OPINION CONTAINED IN THIS OFFICIAL STATEMENT ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE HEREUNDER, SHALL UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY SINCE THE DATE HEREOF.

THE BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE BOND RESOLUTION BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE SECURITIES LAWS OF THE STATES, IF ANY, IN WHICH THE BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN CERTAIN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

THIS OFFICIAL STATEMENT IS BEING PROVIDED TO PROSPECTIVE PURCHASERS IN EITHER BOUND OR PRINTED FORMAT ("ORIGINAL BOND FORMAT") OR IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITES: [WWW.MUNIOS.COM](http://WWW.MUNIOS.COM) AND [WWW.EMMA.MSRB.ORG](http://WWW.EMMA.MSRB.ORG). THIS OFFICIAL STATEMENT MAY BE RELIED ON ONLY IF IT IS IN ITS ORIGINAL BOND FORMAT, OR IF IT IS PRINTED IN ITS ENTIRETY DIRECTLY FROM SUCH WEBSITES. THIS OFFICIAL STATEMENT IS NOT TO BE CONSTRUED AS A CONTRACT BETWEEN THE CITY AND ANY UNDERWRITERS OR SUBSEQUENT PURCHASERS OF THE BONDS.

THIS PRELIMINARY OFFICIAL STATEMENT IS IN A FORM DEEMED FINAL BY THE CITY FOR THE PURPOSE OF RULE 15C2-12 UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, EXCEPT FOR CERTAIN INFORMATION PERMITTED TO BE OMITTED UNDER RULE 15C2-12(B)(1).

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**OFFICIAL STATEMENT**  
**Relating to**  
  
\$[\_\_\_\_\_] \*  
**CITY OF ST. PETERSBURG, FLORIDA**  
**Non-Ad Valorem Revenue Bonds,**  
**Series 2024C**  
**(HGPD Infrastructure Project)**

**INTRODUCTION**

The purpose of this Official Statement of the City of St. Petersburg, Florida (the "City"), which includes the Cover Page, the inside Cover Page and the Appendices hereto, is to furnish information with respect to the \$[\_\_\_\_\_] \* City of St. Petersburg, Florida Non-Ad Valorem Revenue Bonds, Series 2024C (HGPD Infrastructure Project) (the "Bonds"). The Bonds are being issued pursuant to the authority of and in full compliance with the Constitution and laws of the State of Florida (the "State"), including particularly Chapter 166, Part II, Florida Statutes, Chapter 163, Florida Statutes, the municipal charter of the City, and other applicable provisions of law (the "Act") and pursuant to Resolution No. 2024-297 adopted by the City Council of the City (the "City Council") on July 18, 2024 (the "Authorizing Resolution"), as supplemented by Resolution No. 2024-[\_\_\_\_\_] adopted by the City Council on [October 31], 2024 (the "Supplemental Resolution" and together with the Authorizing Resolution, the "Bond Resolution"). For a complete description of the terms and conditions of the Bonds, reference is made to "APPENDIX C – Form of the Bond Resolution" attached hereto. All information included herein has been provided by the City, except where attributed to other sources. Capitalized terms used in this Official Statement that are not defined herein shall have the meanings ascribed thereto in Bond Resolution.

The Bonds are being issued, together with other legally available funds, if any, to (i) finance and/or reimburse a portion of the costs of the Project (as defined herein), and (ii) pay certain costs of issuance of the Bonds. See "PURPOSE OF THE BONDS" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The Bonds and interest thereon will be payable solely from and secured by a lien on the Pledged Funds, which consist of (i) all legally available revenues of the City other than ad valorem tax revenues ("Non-Ad Valorem Revenues") budgeted and appropriated by the City in accordance with the Bond Resolution and deposited into the Debt Service Fund, and (ii) until applied in accordance with the Bond Resolution, all moneys, including the investments thereof, in the funds and accounts established under the Bond Resolution, with the exception of the Rebate Fund. The City has covenanted and agreed to appropriate in its annual budget, by amendment if necessary, for each Fiscal Year in which the Bonds remain Outstanding, and deposit, not later than 15 days prior to an Interest Date, into the Debt Service Fund, sufficient amounts of Non-Ad Valorem Revenues for the payment of principal of and interest on the Bonds and to make all other payments required thereunder in each such Fiscal Year, subject to the limitations described in the Bond Resolution. THE BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE CITY AS "BONDS" WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, BUT SHALL BE SPECIAL OBLIGATIONS OF THE CITY, PAYABLE SOLELY FROM AND SECURED BY A LIEN UPON AND PLEDGE OF THE PLEDGED FUNDS. NO HOLDER OF ANY BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OR THE USE OF AD VALOREM TAX REVENUES TO PAY SUCH BOND, FOR THE PAYMENT OF ANY AMOUNTS PAYABLE UNDER THE BOND RESOLUTION, OR IN ORDER TO MAINTAIN ANY SERVICES OR PROGRAMS THAT GENERATE AVAILABLE NON-AD VALOREM REVENUES, OR BE ENTITLED TO PAYMENT OF SUCH BOND FROM ANY MONEYS OF THE CITY EXCEPT FROM

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\* Preliminary, subject to change.



THE PLEDGED FUNDS IN THE MANNER PROVIDED IN THE BOND RESOLUTION. SEE "SECURITY FOR THE BONDS" HEREIN.

## **THE PROJECT AND PLAN OF FINANCE**

### **The Project**

The "Project" includes the design, acquisition, construction, and equipping of public infrastructure improvements and associated appurtenances and facilities in the Historic Gas Plant District (which is eligible to be funded from the IRP (as hereinafter defined) following amendments which occurred after August 2, 2018 and prior to the issuance of the Bonds) which may include, but are not limited to, roadways, walkways, drainage facilities, streetlights, utility undergrounding, sanitary sewer, potable water and reclaimed water improvements, greenways, open space and park amenities, art, and accessibility improvements, related site work, excavation, grading and the demolition of existing structures and facilities, all in accordance with plans on file at the offices of the City, as such plans may be modified from time to time. The definition of the "Project" may be amended by the City Council if Bond Counsel opines in writing that such amendment will not adversely affect the tax exempt status of the Bonds (which are not Taxable Bonds).

### **Development and Plan of Finance**

The City entered into the HGP Redevelopment Agreement dated July 31, 2024 (the "HGP Redevelopment Agreement"), with Hines Historic Gas Plant District Partnership (the "Developer") for the redevelopment of approximately 65.355 acres of land in the area known as the Historic Gas Plant District. The mixed-use Historic Gas Plant District redevelopment is part of a larger project including a new stadium for the Major League Baseball Club known as the Tampa Bay Rays (the "Rays"). In addition to a new stadium for the Rays, the HGP Redevelopment Agreement provides for the redevelopment project to include affordable and market rate residential units, hotel rooms, office and medical space, and retail space, among other amenities. The redevelopment aims to revitalize the area, offering a blend of residential, commercial, and recreational spaces.

The redevelopment of the Historic Gas Plant District is anticipated to occur in four phases. The City's total expected contribution for eligible infrastructure costs (as set forth in the HGP Redevelopment Agreement) is approximately \$130 million, including proceeds of the Bonds (the "City Contribution Amount"). In addition to the Bonds, the City expects to issue additional debt in 2028, 2032 and 2035 to finance or reimburse eligible infrastructure costs for infrastructure projects in future phases. The net proceeds of any such revenue bonds or notes issued by the City (including the Bonds) will be deposited with and used according to a Disbursement Agreement dated [\_\_\_\_\_], 2024 between the City, the Developer and U.S. Bank Trust Company, National Association, as Disbursement Trustee (the "Disbursement Agreement"). All interest and investment earnings on any proceeds of the revenue bonds or notes realized while held pursuant to the Disbursement Agreement or otherwise, will, at all times, belong to the City, subject to transfer to the City at any time, for the purposes of paying debt service on the bonds or notes, and not be part of the City Contribution Amount. The City and Developer will agree on the timing of each series of bonds or notes issued to finance the City Contribution Amount so that the funds provided by each series will be available when needed and not issued all at once or unnecessarily early before needed, all in an effort to reduce the finance costs to the City and Developer. Following the issuance of the Bonds, portions of the City Contribution Amount for future phases will not be available until one hundred twenty (120) days after notice from Developer of its intent to commence construction of the first phase subject to the satisfaction of certain other conditions. For each phase, payment will be made from the funds deposited by City pursuant to the Disbursement Agreement, as such costs are incurred.

The City also expects to issue Non-Ad Valorem Revenue Bonds, Series 2024A (Stadium Project) in the approximate principal amount of \$[\_\_\_\_\_] (the "2024A Bonds") and Non-Ad Valorem Revenue

Bonds, Series 2024B (Stadium Project) in the approximate principal amount of \$[ ] (the "2024B Bonds" and together with the 2024A Bonds, the "2024A/B Bonds") on or about December [16], 2024. The "2024A Project" includes the portion (which is eligible to be funded from the IRP as of August 2, 2018) of the design, acquisition, construction and equipping of redevelopment infrastructure improvements which may include Brownfield mitigation and remediation, public open space amenities, streetscape improvements, transit infrastructure and improvements and parking improvements all in accordance with plans on file at the offices of the City, as such plans may be modified from time to time. The 2024A Project does not include the design, acquisition, construction and equipping of a stadium. The "2024B Project" includes the portion (which is eligible to be funded from the IRP following amendments which occurred after August 2, 2018 and prior to the issuance of the 2024B Bonds) of the design, acquisition, construction and equipping of a stadium, two parking garages, other improvements associated therewith which may include open spaces, plazas and paths, public art, on-site parking and Brownfield mitigation and remediation, all in accordance with plans on file at the offices of the City, as such plans may be modified from time to time. The 2024A/B Bonds, if issued, will be secured by a lien on the Pledged Funds.

## DESCRIPTION OF THE BONDS

### General

The Bonds will be dated the date of delivery, bear interest at the rates per annum set forth on the inside cover page of this Official Statement, payable semiannually on May 1 and November 1 in each year (each an "Interest Date"), commencing May 1, 2025, and mature on November 1 in the years and principal amounts set forth on the inside cover page of this Official Statement.

As further described below, the Bonds will initially be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). For so long as DTC or its nominee, Cede & Co., will be the registered owner of the Bonds, references in this Official Statement to "Registered Owner," "Bondholder" or "Owner of the Bonds" will mean Cede & Co. and will not mean the Beneficial Owner (as defined in Appendix F attached hereto) of the Bonds. The principal of, premium, if any, and interest on the Bonds will be payable to the Beneficial Owners in the manner described under the heading "APPENDIX F – DTC Information" attached hereto. If DTC or its nominee, Cede & Co., is no longer the registered owner of the Bonds, such principal and premium will be payable when due upon presentation and surrender of the Bonds at the designated corporate trust office of the Bond Registrar and Paying Agent (as defined below), and interest will be payable by check or draft mailed by the Bond Registrar and Paying Agent on each interest payment date to the Registered Owners of the Bonds registered as such as of the close of business on the date which is the 15<sup>th</sup> day of the calendar month (whether or not a Business Day) next preceding the interest payment date. Interest will be computed on the basis of a 360-day year consisting of twelve 30-day months.

U.S. Bank Trust Company, National Association, will serve as initial bond registrar (the "Bond Registrar") and paying agent (the "Paying Agent") for the Bonds.

### Registration, Transfer and Exchange

*The provisions set forth under this heading will not be generally applicable while the book-entry only system for the Bonds is in effect. However, in the event that the book-entry only system is discontinued, transfers and exchanges of the Bonds will be accomplished as described below.*

The Bonds, upon surrender thereof at the office of the Bond Registrar with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the Holder thereof or such Holder's attorney duly authorized in writing, may, at the option of the Holder thereof, be exchanged for an equal aggregate principal amount of registered Bonds of the same maturity of any other authorized denominations.

The Bonds issued under the Bond Resolution shall be and have all the qualities and incidents of negotiable instruments under the commercial laws and the Uniform Commercial Code of the State, subject to the provisions for registration and transfer contained in the Bond Resolution and in the Bonds. So long as any of the Bonds shall remain Outstanding, the City shall maintain and keep, at the office of the Bond Registrar, books for the registration and transfer of the Bonds.

Each Bond shall be transferable only upon the books of the City, at the office of the Bond Registrar, under such reasonable regulations as the City may prescribe, by the Holder thereof in person or by such Holder's attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Bond Registrar duly executed and guaranteed by the Holder or such Holder's duly authorized attorney. Upon the transfer of any such Bond, the City shall issue, and cause to be authenticated, in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and series and maturity as the surrendered Bond. The City, the Bond Registrar and any Paying Agent or fiduciary of the City may deem and treat the Person in whose name any Outstanding Bond shall be registered upon the books of the City as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price, if applicable, and interest on, such Bond and for all other purposes, and all such payments so made to any such Holder or upon such Holder's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid and neither the City nor the Bond Registrar nor any Paying Agent or other fiduciary of the City shall be affected by any notice to the contrary.

The Bond Registrar, in any case where it is not also the Paying Agent in respect to the Bonds, forthwith (A) following the fifteenth (15<sup>th</sup>) day prior to an Interest Date; (B) following the fifteenth (15<sup>th</sup>) day next preceding the date of the first mailing of notice of redemption of any Bonds; and (C) at any other time as reasonably requested by the Paying Agent, shall certify and furnish to such Paying Agent the names, addresses and holdings of Bondholders and any other relevant information reflected in the registration books. Any Paying Agent of any fully registered Bond shall effect payment of interest on such Bonds by mailing a check or draft to the Holder entitled thereto or may, in lieu thereof, upon the request and at the expense of such Holder, transmit such payment by bank wire transfer for the account of such Holder.

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the City shall execute and the Bond Registrar shall authenticate and deliver such Bonds in accordance with the provisions of the Bond Resolution. Execution of Bonds in the same manner as is provided in the Bond Resolution for purposes of exchanging, replacing or transferring Bonds may occur at the time of the original delivery of the Bonds. All Bonds surrendered in any such exchanges or transfers shall be held by the Bond Registrar in safekeeping until directed by the City to be canceled by the Bond Registrar. For every such exchange or transfer of Bonds, the City or the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee, expense or other governmental charge required to be paid with respect to such exchange or transfer. The City and the Bond Registrar shall not be obligated to make any such exchange or transfer of Bonds during the fifteen (15) days next preceding an Interest Date on the Bonds, or in the case of any proposed redemption of Bonds, then during the fifteen (15) days next preceding the date of the first mailing of notice of such redemption and continuing until such redemption date.

## **Redemption Provisions**

### *Optional Redemption.*

The Bonds maturing on or prior to November 1, 20[ ] are not subject to optional redemption. The Bonds maturing on or after November 1, 20[ ] are subject to redemption prior to maturity, at the option of the City, in whole or in part on any date on or after November 1, 20[ ], and if in part, in such order of maturities and in such amounts as the City shall select and by lot within a maturity, at a Redemption Price equal to 100% of the principal amount to be redeemed, plus accrued interest to the date of redemption, and without premium.

Mandatory Redemption.

The Bonds maturing on November 1, 20[ ] are subject to mandatory redemption or purchase prior to their stated dates of maturity, in part by lot, in such manner as the City may deem appropriate from Amortization Installments deposited by the City in the Bond Amortization Account, at the principal amount thereof, unless purchased pursuant to the operation of such account, plus accrued interest to the redemption date, on November 1 of the years and in the principal amounts, both as set forth below:

<u>Year</u> <u>(November 1)</u>	<u>Amortization</u> <u>Installment</u>
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\*Final Maturity

The Bonds maturing on November 1, 20[ ] are subject to mandatory redemption or purchase prior to their stated dates of maturity, in part by lot, in such manner as the City may deem appropriate from Amortization Installments deposited by the City in the Bond Amortization Account, at the principal amount thereof, unless purchased pursuant to the operation of such account, plus accrued interest to the redemption date, on November 1 of the years and in the principal amounts, both as set forth below:

<u>Year</u> <u>(November 1)</u>	<u>Amortization</u> <u>Installment</u>
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\*Final Maturity

Selection of Bonds to be Redeemed.

The Bonds shall be redeemed only in the principal amount of \$5,000 each and integral multiples thereof. The City shall, at least sixty (60) days prior to the redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the principal amount of Bonds to be redeemed. For purposes of any redemption of less than all of the Outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected not more than forty-five (45) days prior to the redemption date by the Bond Registrar from the Outstanding Bonds of the maturity or maturities designated by the City by such method as the Bond Registrar shall deem fair and appropriate and which may provide for the selection for redemption of Bonds or portions of Bonds in principal amounts of \$5,000 and integral multiples thereof.

If less than all of the Outstanding Bonds of a single maturity are to be redeemed, the Bond Registrar shall promptly notify the City and Paying Agent (if the Bond Registrar is not the Paying Agent for such Bonds) in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Notice of Redemption.

Unless waived by any Holder of Bonds to be redeemed, notice of any redemption made pursuant to the Bond Resolution shall be given by the Bond Registrar on behalf of the City by mailing a copy of an

official redemption notice by registered or certified mail at least 30 days and not more than 60 days prior to the date fixed for redemption to each Holder of Bonds to be redeemed at the address of such Holder shown on the registration books maintained by the Bond Registrar or at such other address as shall be furnished in writing by such Holder to the Bond Registrar; provided, however, that no defect in any notice given pursuant to the Bond Resolution to any Holder of Bonds to be redeemed nor failure to give such notice shall in any manner defeat the effectiveness of a call for redemption as to all other Holders of Bonds to be redeemed.

A notice of redemption may be contingent upon the occurrence of certain conditions and if such conditions do not occur, the notice will be deemed rescinded and of no force or effect. A notice of redemption may also be subject to rescission in the discretion of the City; provided that such notice of such rescission shall be mailed to all affected Holders no later than three Business Days prior to the date of redemption.

*Payment of Redeemed Bonds.*

Notice of redemption having been given substantially as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, subject to any conditions to such redemption set forth in the notice of redemption, on the redemption date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the City shall default in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar and/or Paying Agent at the appropriate Redemption Price, plus accrued interest. All Bonds which have been redeemed shall be canceled by the Bond Registrar and shall not be reissued.

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**ESTIMATED SOURCES AND USES OF FUNDS**

It is estimated that proceeds received from the sale and delivery of the Bonds will be used as follows:

**SOURCES OF FUNDS:**

Principal Amount	\$ _____
[Net] Original Issue Premium/Discount	_____
<b>Total Sources:</b>	\$ _____

**USES OF FUNDS:**

Deposit to City Account <sup>(1)</sup>	\$ _____
Costs of Issuance <sup>(2)</sup>	_____
<b>Total Uses:</b>	\$ _____

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- (1) See "THE PROJECT AND PLAN OF FINANCE" and "SECURITY FOR THE BONDS – Project Fund" herein.
  - (2) Includes Underwriters' Discount, legal fees, financial advisory fees, printing costs, rating agency fees and other costs of issuance of the Bonds.

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### DEBT SERVICE SCHEDULE

The following table sets forth the aggregate annual debt service requirements with respect to the Bonds:

Year Ending 11/1	Principal	Interest	Debt Service
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
TOTAL			

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## SECURITY FOR THE BONDS

### General

The Bonds and the interest thereon are payable solely from and secured by a lien on and pledge of the Pledged Funds which consist of (1) Non-Ad Valorem Revenues budgeted and appropriated by the City in accordance with the Bond Resolution and deposited into the Debt Service Fund and (2) until applied in accordance with the provisions of the Bond Resolution, all moneys, including the investment thereof, in the funds and accounts established under the Bond Resolution, with the exception of the Rebate Fund. The City has covenanted and agreed to appropriate in its annual budget, by amendment if necessary, for each Fiscal Year in which the Bonds remain Outstanding, and deposit into the Debt Service Fund, no later than 15 days prior to an Interest Date, sufficient amounts of Non-Ad Valorem Revenues for the payment of principal of and interest on the Bonds and to make all other payments required thereunder in each such Fiscal Year, subject to the limitations described in the Bond Resolution.

### Limited Obligations

**THE BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE CITY AS "BONDS" WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, BUT SHALL BE SPECIAL OBLIGATIONS OF THE CITY, PAYABLE SOLELY FROM AND SECURED BY A LIEN UPON AND PLEDGE OF THE PLEDGED FUNDS. NO HOLDER OF ANY BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OR THE USE OF AD VALOREM TAX REVENUES TO PAY SUCH BOND, FOR THE PAYMENT OF ANY AMOUNTS PAYABLE UNDER THE BOND RESOLUTION, OR IN ORDER TO MAINTAIN ANY SERVICES OR PROGRAMS THAT GENERATE AVAILABLE NON-AD VALOREM REVENUES, OR BE ENTITLED TO PAYMENT OF SUCH BOND FROM ANY MONEYS OF THE CITY EXCEPT FROM THE PLEDGED FUNDS IN THE MANNER PROVIDED IN THE BOND RESOLUTION.**

### Project Fund

Pursuant to the Disbursement Agreement, the [ ] Fund has been established (hereinafter referred to as the "Project Fund") to be used to pay costs of the Project. The Project Fund will be held by the Disbursement Trustee pursuant to the Disbursement Agreement, and funds in such Project Fund shall be administered as set forth therein. See "THE PROJECT AND PLAN OF FINANCE – Development and Plan of Finance" herein for more information.

### Funds and Accounts

Pursuant to the Bond Resolution, the City will establish a separate fund to be known as the "City of St. Petersburg, Florida Non-Ad Valorem Revenue Bonds, Series 2024 Debt Service Fund" (the "Debt Service Fund"). The City will maintain in the Debt Service Fund three accounts: the "Interest Account," the "Principal Account" and the "Bond Amortization Account." Moneys in the aforementioned fund and accounts, until applied in accordance with the provisions of the Bond Resolution, are subject to a lien and charge in favor of the Holders of the Bonds and for the further security of such Holders.

### Flow of Funds

Pursuant to the Bond Resolution, Non-Ad Valorem Revenues appropriated for such purpose must be deposited or credited no later than 15 days prior to an Interest Date, in the following manner:



(a) Interest Account. The City shall deposit into or credit to the Interest Account the sum which, together with the balance in said account, shall be equal to the interest on the Bonds accrued and unpaid and to accrue on such Interest Date. Moneys in the Interest Account shall be used to pay interest on the Bonds as and when the same become due, whether by redemption or otherwise, and for no other purpose.

(b) Principal Account. The City shall deposit into or credit to the Principal Account the sum which, together with the balance in said account, shall equal the portion of the principal of Bonds next due. Moneys in the Principal Account shall be used to pay the principal of the Bonds as and when the same shall mature, and for no other purpose.

(c) Bond Amortization Account. The City shall deposit into or credit to the Bond Amortization Account the sum which, together with the balance in said account, shall equal the portion of the Amortization Installments of the Bonds next due. Moneys in the Bond Amortization Account shall be used to purchase or redeem Term Bonds in the manner provided in the Bond Resolution, and for no other purpose. Payments to the Bond Amortization Account shall be on a parity with payments to the Principal Account.

On the date established for payment of any principal of, Amortization Installment or Redemption Price, if applicable, or interest on, the Bonds, the City shall withdraw from the appropriate account of the Debt Service Fund sufficient moneys to pay such principal or Redemption Price, if applicable, or interest and deposit such moneys with the Paying Agent for the Bonds to be paid.

## **Investments**

The Project Fund and the Debt Service Fund shall be continuously secured in the manner by which the deposit of public funds are authorized to be secured by the laws of the State. Moneys on deposit in the Project Fund and the Debt Service Fund may be invested and reinvested in Permitted Investments maturing not later than the date on which the moneys will be needed. Subject to setting aside sufficient moneys in the Rebate Fund or elsewhere, from Non-Ad Valorem Revenues or other legally available funds of the City, to timely pay the Rebate Amount to the United States of America, any and all income received by the City from the investment of moneys in the Project Fund and the Debt Service Fund shall be retained in such respective fund or account unless otherwise required by applicable law.

## **Covenant to Budget and Appropriate**

In the Bond Resolution, the City has covenanted and agreed to appropriate in its annual budget, by amendment if necessary, for each Fiscal Year in which the Bonds remain Outstanding, and deposit, no later than 15 days prior to an Interest Date, into the Debt Service Fund, sufficient amounts of Non-Ad Valorem Revenues for the payment of principal of and interest on the Bonds and to make all other payments required under the Bond Resolution in each such Fiscal Year. Such covenant and agreement on the part of the City shall be cumulative and shall continue and carry over from Fiscal Year to Fiscal Year until all payments of principal of and interest on the Bonds shall have been budgeted, appropriated, deposited and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided in the Bond Resolution. The City agreed that the covenant and agreement would be deemed to be entered into for the benefit of the Holders of the Bonds and that the obligation may be enforced in a court of competent jurisdiction. Notwithstanding the foregoing or any provision of the Bond Resolution to the contrary, the City has not covenanted to maintain any services or programs now maintained or provided by the City, including those programs and services which generate Non-Ad Valorem Revenues. Other than the anti-dilution test described below, the covenant and agreement shall not be construed as a limitation on the ability of the City to pledge all or a portion of such Non-Ad Valorem Revenues or to covenant to budget and appropriate Non-Ad Valorem Revenues for other

legally permissible purposes. Nothing in the Bond Resolution shall be deemed to pledge Ad Valorem Revenues or to permit or constitute a mortgage or lien upon any assets owned by the City and no Holder of Bonds or other Person may compel the levy of ad valorem taxes on real or personal property within the boundaries of the City for the payment of the City's obligations under the Bond Resolution.

However, this covenant to budget and appropriate in its annual budget for the purposes and in the manner stated in the Bond Resolution has the effect of making available for the payment of the Bonds the Non-Ad Valorem Revenues of the City in the manner provided in the Bond Resolution and placing on the City a positive duty to appropriate and budget, by amendment if necessary, amounts sufficient to meet its obligations hereunder; subject, however, in all respects to the restrictions of Section 166.241, Florida Statutes, insofar as there are not sufficient Non-Ad Valorem Revenues to comply with such covenant after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirements for essential governmental services of the City. The obligation of the City to make such payments from its Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of any of such Non-Ad Valorem Revenues and funding requirements for essential public purposes affecting health, welfare and safety of the inhabitants of the City. The City has previously and, subject to the Bond Resolution, may hereafter provide a covenant to budget and appropriate Non-Ad Valorem Revenues or pledge all or a portion of any of such Non-Ad Valorem Revenues to provide for the payment of obligations (including debt obligations) incurred by the City. No priority of payment among such obligations is established by the provision of a covenant to budget and appropriate Non-Ad Valorem Revenues for the payment thereof.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues until such funds are deposited in the Debt Service Fund established pursuant to the Bond Resolution, nor, subject to satisfaction of certain conditions in the Bond Resolution, does it preclude the City from pledging in the future or covenanting to budget and appropriate in the future its Non-Ad Valorem Revenues, nor does it require the City to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Holders of the Bonds a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the City. The payment of the debt service of all of the Bonds issued pursuant to the Bond Resolution shall be secured forthwith equally and ratably by a pledge of and a lien upon the Pledged Funds, as now or hereafter constituted. The City irrevocably pledged pursuant to the Bond Resolution such Pledged Funds to the payment of the principal of and interest on the Bonds issued pursuant to the Bond Resolution, and the City irrevocably agreed to the deposit of Non-Ad Valorem Revenues into the Debt Service Fund at the times provided of the sums required to make payments required under the Bond Resolution, and the payment of the principal of and interest thereon when due. The Pledged Funds shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City.

Until applied in accordance with the Bond Resolution, the Non-Ad Valorem Revenues deposited by the City in the Debt Service Fund and other amounts on deposit from time to time in the funds and accounts established pursuant to the Bond Resolution, plus any earnings thereon, shall be pledged to the repayment of the Bonds.

The obligation of the City to make payments on the Bonds from its Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues. See "GENERAL INFORMATION REGARDING NON-AD VALOREM REVENUES – Debt With a Covenant to Budget and Appropriate Revenues" herein. In addition, such obligation is subject to the funding requirements for essential public purposes affecting health, welfare and safety of the inhabitants of the City. Subject to compliance with the anti-dilution test provided in the Bond Resolution, the City may hereafter provide a covenant to budget and appropriate Non-Ad Valorem Revenues or pledge all or a portion of such

Non-Ad Valorem Revenues to provide for the payment of obligations (including debt obligations) incurred by the City. No priority of payment among such obligations is established by the provision of a covenant to budget and appropriate Non-Ad Valorem Revenues for the payment thereof.

### **Anti-Dilution Test**

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

For purposes of calculating maximum annual debt service if the terms of the Debt are such that interest thereon for any future period of time is to be calculated at a rate which is not then susceptible of precise determination ("Variable Rate Debt"), interest on such Variable Rate Debt shall be computed as follows: (i) if the principal amount of Variable Rate Debt (including any Variable Rate Debt proposed to be incurred) is less than or equal to 25% of the principal amount of all Debt (including the Debt proposed to be incurred), an interest rate equal to the higher of 12% per annum or The Bond Buyer 40 Index shall be assumed; or (ii) if the principal amount of Variable Rate Debt (including any Variable Rate Debt proposed to be incurred) is more than 25% of the principal amount of all Debt (including the Debt proposed to be incurred), the maximum rate which could be borne by such Variable Rate Debt shall be assumed. The City does not have any Variable Rate Debt currently Outstanding.

For purposes of calculating maximum annual debt service, balloon indebtedness shall be assumed to amortize in up to 30 years (from the date of calculation) on a level debt service basis. In the event that the City is required to fund a reserve fund, the funding of such reserve fund shall be included in the calculation of debt service. For purposes of this paragraph, "balloon indebtedness" includes indebtedness if 25% or more of the principal amount thereof comes due in any one year.

The City may become, a party to certain other resolutions and/or other agreements which contain similar anti-dilution tests to the Anti-Dilution Test described herein and set forth in the Bond Resolution and that must be complied with prior to the issuance of any such additional debt.

## **GENERAL INFORMATION REGARDING NON-AD VALOREM REVENUES**

### **General**

The City generally receives two primary sources of revenue: ad valorem taxes and non-ad valorem revenues. Ad valorem taxes may not be pledged for the payment of debt obligations of the City maturing more than twelve months from the date of issuance thereof without approval of the electorate of the City.

*The ad valorem tax revenues of the City are not pledged as security for the payment of the Bonds and the City is not obligated to budget and appropriate ad valorem tax revenues for the payment of the Bonds.*

The Bonds are payable from Pledged Funds which includes Non-Ad Valorem Revenues budgeted, appropriated and deposited by the City for such purpose as described herein, and are not payable from ad valorem taxation. However, the ability of the City to covenant to budget and appropriate sufficient amounts of Non-Ad Valorem Revenues is subject to a variety of factors, including the obligation of the City to provide governmental services and the provisions of Florida law which require the City to have a balanced budget.

Although the Bonds are not payable from ad valorem taxation, approximately 46% of the City's governmental funds revenues come from ad valorem taxes. To the extent that the future collection of ad valorem tax revenues is adversely affected, a larger portion of Non-Ad Valorem Revenues would be required to balance the budget and provide governmental services.

The City is permitted by the Florida Constitution to levy ad valorem taxes at a rate of up to \$10 per \$1,000 of taxable assessed valuation for general governmental expenditures. The General Fund ad valorem tax millage rate for the Fiscal Year ending September 30, 2025 is \$6.4525 per \$1,000. The City is also permitted by the Florida Constitution to levy ad valorem taxes above the \$10 per \$1,000 cap to pay debt service on general obligation long-term debt if approved by a voter referendum. Currently, the City does not have any outstanding general obligation debt.

Non-Ad Valorem Revenues of the City may be pledged or applied, subject to certain limitations disclosed herein, for the payment of debt obligations of the City. Such Non-Ad Valorem Revenues include a broad category of revenues, including, but not limited to, revenues received from the federal and state governments, investment income and income produced from certain services and facilities of the City, as described below.

Portions of Non-Ad Valorem Revenues have been, and may subsequently be, pledged to secure debt issued by the City. Any such debt is or will be payable from such specific Non-Ad Valorem Revenues prior to payment of debt service on the Bonds. See the section "-- Debt of City Secured by Non-Ad Valorem Revenues" below for a description of other obligations that must be satisfied prior to the payment of debt service on the Bonds. Amounts in particular categories of Non-Ad Valorem Revenues may increase or decrease in the future due to factors within or outside of the control of the City. Certain categories may cease to exist altogether and new sources may come about from time to time.

The Florida Department of Financial Services ("FDPS") has developed, as part of the Uniform Accounting System Manual's Chart of Accounts, six major categories of local government revenues: taxes; permits, fees and special assessments; intergovernmental revenues; charges for services; judgments, fines and forfeitures; and miscellaneous revenues. Using such categories as a guide, the following describes the sources of the City's Non-Ad Valorem Revenues and outlines the City's classification of such Non-Ad Valorem Revenues:

## **Taxes**

### *Public Service Tax Revenues*

The "Public Service Tax" is imposed by the City pursuant to the Constitution of the State and Section 166.231, Florida Statutes, and other applicable provisions of law. Florida law authorizes any municipality in the State to levy a utilities tax on the purchase within such municipality of electricity, metered natural gas, liquefied petroleum gas either metered or bottled, manufactured gas either metered or bottled, and water service. Services competitive with those enumerated in the previous sentence, as defined by ordinance, shall be taxed on a comparable base at the same rates. However, fuel oil shall be taxed at a rate not to exceed 4 cents per gallon. The City has levied a utilities tax on the purchase of electricity, metered or bottled gas and water service at a rate of ten percent (10%) of the charge made by the seller of such service or commodity and four cents (\$0.04) per gallon upon every purchase of fuel oil.

Florida law provides that a municipality may exempt from the utilities tax the first 500 kilowatts of electricity per month purchased for residential use, metered or bottled gas or fuel oil for agricultural purposes, purchases of electricity, natural gas, liquefied petroleum gas or manufactured gas by industrial customers for use in industrial manufacturing or processing facilities in the municipality and electrical

energy used in a facility located in a designated enterprise zone. The City has not adopted any such exemptions. The City exempts purchases used exclusively for church purposes by any recognized church in the State. Additional statutory exemptions are accorded to purchases for resale or for use as fuel in the generation of electricity, or the purchase of fuel oil or kerosene for use as an aircraft engine fuel or propellant or for use in internal combustion engines.

The utilities tax shall not be applied against any fuel adjustment charge. The term "fuel adjustment charge" means all increases in the cost of utility services to the ultimate consumer resulting from an increase in the cost of fuel to the utility subsequent to October 1, 1973.

The utilities tax must be collected by the seller from purchasers at the time of sale and remitted to the City on a monthly basis. Taxes on most utility services are separately itemized on the bill rendered to customers, but separate disclosure is not required. A failure by a consumer to pay that portion of the bill attributable to the utilities tax may result in a suspension of the service involved in the same fashion as the failure to pay that portion of the bill attributable to the particular utility service.

The City, in accordance with Section 166.231, Florida Statutes, has imposed a utilities tax of ten percent (10%) on the purchase of water, gas and electricity pursuant to Ordinance No. 564-G, enacted by the City Council on November 7, 2002, as amended (the "Public Service Tax").

The amount of Public Service Tax received by the City may fluctuate as the price of water, gas and/or electricity and the other services subject to the Public Service Tax fluctuates and a sustained increase in the price thereof may have an adverse effect on the amount of Public Service Tax collected.

See "—Debt of City Secured by Non-Ad Valorem Revenues" herein for more information about outstanding debt of the City secured by Public Service Tax revenues.

#### Communications Services Tax Revenues

The Communications Services Tax Simplification Act, enacted by Chapter 2000-260, Laws of Florida, as amended by Chapter 2001-140, Laws of Florida, and now codified in part as Chapter 202, Florida Statutes (the "CSTA") established, effective October 1, 2001, a local communications services tax on the sale of communications services as defined in Section 202.11, Florida Statutes, and as of the same date repealed Section 166.231(9), Florida Statutes, which previously granted municipalities the authority to levy a utility services tax on the purchase of telecommunications services. See "DESCRIPTION OF NON-AD VALOREM REVENUES -- Taxes – Public Service Tax Revenues" above. The City has imposed the local communications services tax at a rate of 6.22%. The rate includes the 0.60% add-on permitted by Section 337.401, Florida Statutes, and established by the City for waiving the right to collect permit fees for the use of the rights-of-way by communications providers.

The proceeds of the local communications services tax, less Florida Department of Revenue's ("FDOR") cost of administration which may not exceed 1% of the total tax generated, are deposited in the Local Communications Services Tax Clearing Trust Fund (the "CST Trust Fund") and distributed monthly to the appropriate jurisdiction. The local communications services tax revenues received by the City are deposited into the City's General Fund and may be used for any public purpose. The revenues that are received by the City from such communications services tax which derive from the CST Trust Fund created with the FDOR pursuant to Section 202.193, Florida Statutes, may be pledged for the repayment of current or future bonded indebtedness.

One effect of the CSTA was to replace the former utilities tax on telecommunications, including pre-paid calling arrangements, as well as any revenues from franchise fees on cable and telecommunications

service providers and permit fees relating to placing or maintaining facilities in rights-of-way collected from providers of certain telecommunications services, with the local communications services tax. This change in law was intended to be revenue neutral to the counties and municipalities. The communications services tax applies to a broader base of communications services than the former utilities tax on telecommunications.

The local communications services tax applies to the purchase of "communications services" which originated or terminated within the City, with certain exemptions described below. "Communication services" under the CSTA are defined as the transmission, conveyance, or routing of voice, data, audio, video, or any other information or signals, including cable services, to a point, or between or among points, by or through any electronic, radio, satellite, cable, optical, microwave, or other medium or method now in existence or hereafter devised, regardless of the protocol used for such transmission or conveyance. The term does not include:

- (a) Information services.
- (b) Installation or maintenance of wiring or equipment on a customer's premises.
- (c) The sale or rental of tangible personal property.
- (d) The sale of advertising, including, but not limited to, directory advertising.
- (e) Bad check charges.
- (f) Late payment charges.
- (g) Billing and collection services.
- (h) Internet access service, electronic mail service, electronic bulletin board service, or similar on-line services.

While such services have historically been taxed if the charges for such services are not stated separately from the charges for communications services, on a customer's bill, providers now have the ability to exclude such services from the tax if they can be reasonably identified from the selling dealer's books and records kept in the regular course of business. The dealer may support the allocation of charges with books and records kept in the regular course of business covering the dealer's entire service area, including territories outside of Florida.

The sale of communications services to (i) the federal government, or any instrumentality or agency thereof, or any entity that is exempt from state taxes under federal law, (ii) the State or any county, municipality or political subdivision of the State when payment is made directly to the dealer by the governmental entity, and (iii) any home for the aged or educational institution (which includes state tax-supported and nonprofit private schools, colleges and universities and nonprofit libraries, art galleries and museums, among others) or religious institutions (which include, but are not limited to, organizations having an established physical place for worship at which nonprofit religious services and activities are regularly conducted) that is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), are exempt from the local communications services tax.

The CSTA provides that, to the extent that a provider of communications services is required to pay to a local taxing jurisdiction a tax, charge, or other fee under any franchise agreement or ordinance with respect to the services or revenues that are also subject to the local communications services tax, such provider is entitled to a credit against the amount of such local communications services tax payable to the State in the amount of such tax, charge, or fee with respect to such service or revenues. The amount of such credit is deducted from the amount that such local taxing jurisdiction is entitled to receive under Section 202.18(3), Florida Statutes. However, the City does not impose any such fees or charges on communications services providers.

Under the CSTA, local governments must work with the FDOR to properly identify service addresses to each municipality and county. If a jurisdiction fails to provide the FDOR with accurate service address information, the local government risks losing tax proceeds that it should properly receive. The City believes it has provided the FDOR with all information that the FDOR has requested as of the date hereof and that such information is accurate.

Providers of communications services collect the local communications services tax and may deduct 0.75% as a collection fee (or 0.25% in the case of providers who do not employ an enhanced zip code database or a data base that is either supplied or certified by the FDOR). The communications services providers remit the remaining proceeds to the FDOR for deposit into the CST Trust Fund. The FDOR then makes monthly contributions from the CST Trust Fund to the appropriate local governments after deducting up to 1% of the total revenues generated as an administrative fee.

The amount of local communications services tax revenues received by the City is subject to increase or decrease due to (i) increases or decreases in the dollar volume of taxable sales within the City, (ii) legislative changes, and/or (iii) technological advances which could affect consumer preferences. The amount of the local communications services tax revenues collected within the City may be adversely affected by de-annexation. Such de-annexation would decrease the number of addresses contained within the City. At this time there are no de-annexations anticipated within the City.

The Florida Legislature passed House Bill 7063 during its 2023 session ("HB 7063") which went into effect on July 1, 2023. Among other things, HB 7063 requires that any local communications services tax rate in effect as of January 1, 2023 cannot be increased before January 1, 2026. The City does not expect HB 7063 will have an adverse impact on its ability to pay debt service on the Bonds.

#### Business Tax Revenues

The "Business Tax" (formerly called the "Occupational License Tax") includes the business taxes levied and collected by the City pursuant to Chapter 205, Florida Statutes, and Ordinance 401-H enacted by the City Council on November 7, 2019. Section 205.042, Florida Statutes, authorizes the City to levy "a business tax for the privilege of engaging in or managing any business, profession, or occupation within its jurisdiction." The Business Tax may be levied on:

- (1) Any person who maintains a permanent business location or branch office within the municipality, for the privilege of engaging in or managing any business within its jurisdiction.
- (2) Any person who maintains a permanent business location or branch office within the municipality, for the privilege of engaging in or managing any profession or occupation within its jurisdiction.
- (3) Any person who does not qualify under subsection (1) or subsection (2) and who transacts any business or engages in any occupation or profession in interstate commerce, if the Business Tax is not prohibited by the United States Constitution.

All Business Tax receipts are issued for payment by the City are due and payable on or before September 30 of each year. Each Business Tax receipt expires on September 30 of the succeeding year. Business Tax receipts that are not renewed when due and payable are delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each subsequent month of delinquency until paid. However, the total delinquency penalty may not exceed 25% of the Business Tax for the delinquent establishment.

Any person who engages in or manages any business, occupation, or profession without first paying the required Business Tax, is subject to a penalty of 25% of the tax due, in addition to any other penalty provided by law or ordinance. Any person who engages in any business, occupation, or profession covered by Chapter 205, Florida Statutes, who does not pay the required Business Tax within 150 days after the initial notice of tax due, and who does not obtain the required Business Tax receipt, is subject to civil actions and penalties, including court costs, reasonable attorneys' fees, additional administrative costs incurred as a result of collection efforts, and a penalty of up to \$250.

Chapter 205, Florida Statutes, provides that the City may only increase by ordinance the rates of Business Taxes every other year by up to 5%. The increase, however, may be enacted only by a majority plus one vote of Commission.

In past sessions of the Florida Legislature, legislation has been introduced that, had it been enacted, could have reduced the amount of Business Taxes to be collected by the City. Such proposed legislation was not passed. No assurance can be given that similar legislation will not be re-introduced in the future.

## **Permits, Fees and Special Assessments**

### *Electric Franchise Fee Revenues*

The City imposes an Electric Franchise Fee imposed upon and collected from Duke Energy Corporation ("Duke") (formerly Florida Power Corporation) pursuant to Ordinance No. 238-G, enacted by the City Council on August 1, 1996, as amended (the "Electric Franchise Fee Ordinance"), whereby the City granted to Duke, a thirty-year electric franchise (expiring in 2026). The Electric Franchise Fee Ordinance does not provide for an option to renew the franchise, and any extension or renewal is subject to negotiation between the City and Duke. The City and Duke have had initial discussions, but formal negotiations have not yet begun. Under the Electric Franchise Fee Ordinance, Duke is required to pay the City a percentage of the revenues derived from the sale of electrical energy to residential and commercial customers within the corporate limits of the City. The Electric Franchise Fee Ordinance provides that commencing on the first day of the second month after the effective date, and each month thereafter for the remainder of the term of the franchise, Duke, its successors and assigns, shall pay to the City and its successors an amount equal 6% of Duke's revenues from the sale of electricity, net of customer credits, to residential, commercial and industrial customers and City sponsored streetlighting all within the corporate limits of the City.

The Electric Franchise Fee described above, unless renewed, expires prior to the final maturity of the Bonds. There can be no assurance that replacement or extensions of such franchises will be extended.

### *Gas Franchise Fee Revenues*

The City imposes a Gas Franchise Fee imposed upon and collected from Peoples Gas System, a division of Tampa Electric Company ("Peoples Gas System") pursuant to Ordinance No. 224-H, enacted by the City Council on April 7, 2016, as amended (the "Gas Franchise Fee Ordinance"), whereby the City granted to Peoples Gas System, a fifteen-year gas franchise. The Gas Franchise Fee Ordinance does not provide for an option to renew the franchise, and any extension or renewal is subject to negotiation between the City and Peoples Gas System. Under the Gas Franchise Fee Ordinance, Peoples Gas System is required to pay the City a percentage of the revenues derived from the sale of natural gas to residential and commercial customers within the corporate limits of the City. The Gas Franchise Fee Ordinance provides that commencing on the effective date, Peoples Gas System shall pay to the City and its successors an amount equal 6% of Peoples Gas System's gross revenues derived from the sale, delivery, distribution and



transportation of gas to customers located within the corporate limits of the City, less any adjustments for uncollectable accounts.

The Gas Franchise Fee described above, unless renewed, expires prior to the final maturity of the Bonds. There can be no assurance that replacement or extensions of such franchises will be extended.

## **Intergovernmental Revenues**

### General

All revenues received by a local unit from federal, state, and other local government sources in the form of grants, shared revenues, payments in lieu of taxes and payments in lieu of franchise fees would be included in the intergovernmental revenues category. The category can be further classified into eight subcategories: federal grants, federal payments in lieu of taxes ("PILOT"), state grants, state shared revenues, state PILOT, if any, local grants, local shared revenues, and local PILOT. If a particular grant is funded from separate intergovernmental sources, then the revenue is recorded proportionately. The largest component is the Local Government Half-Cent Sales Tax.

### Half-Cent Sales Tax Revenues

Chapter 218, Part VI, Florida Statutes (the "Sales Tax Act"), authorizes the levy and collection by the State of a sales tax upon, among other things, the sales price of each item or article of tangible personal property sold at retail in the State, subject to certain exceptions and dealer allowances. In 1982, the Florida Legislature created the Local Government Half-Cent Sales Tax Program (the "Half-Cent Sales Tax Program") which distributes a portion of the sales tax revenue and money from the State's General Revenue Fund to counties and municipalities that meet strict eligibility requirements. In 1982, when the Half-Cent Sales Tax Program was created, the general rate of sales tax in the State was increased from 4% to 5%, and one-half of the fifth cent was devoted to the Half-Cent Sales Tax Program, thus giving rise to the name "Half-Cent Sales Tax." Although the amount of sales tax revenue deposited into the Half-Cent Sales Tax Program is no longer one-half of the fifth cent of every dollar of the sales price of an item subject to sales tax, the name "Half-Cent Sales Tax" has continued to be utilized. As of October 1, 2001, the Half-Cent Sales Tax Trust Fund began receiving a portion of certain taxes imposed by the State on communications services pursuant to Chapter 202, Florida Statutes. Accordingly, moneys distributed from the Half-Cent Sales Tax Trust Fund now consist of funds derived from both general sales tax proceeds and certain taxes imposed on the sales of communications services required to be deposited into the Half-Cent Sales Tax Trust Fund. See "—Proposed Legislation" below regarding legislation which could have an impact on revenues received from communications services.

The Half-Cent Sales Tax is collected on behalf of the State by businesses at the time of sale at retail, use, consumption, or storage for use or consumption, of taxable property and remitted to the State on a monthly basis. The Sales Tax Act provides for penalties and fines, including criminal prosecution, for non-compliance with the provisions thereof.

The general rate of sales tax in the State is currently 6%. Section 212.20, Florida Statutes, provides for the distribution of 8.9744%, reduced by 0.1%, of sales tax revenues to the Half-Cent Sales Tax Clearing Trust Fund (the "Half-Cent Sales Tax Trust Fund"), after providing for certain transfers to the State's General Fund. Such amount deposited in the Half-Cent Sales Tax Trust Fund is earmarked for distribution to the governing body of such county and each participating municipality within that county pursuant to the following distribution formula:

$$\begin{aligned}
 &\text{County Share} \\
 &\text{(percentage of total Half-Cent Sales Tax receipts)} \quad = \quad \frac{\text{unincorporated area population}}{\text{total county population}} \quad + \quad \frac{2/3 \text{ incorporated area population}}{2/3 \text{ incorporated area population}} \\
 \\
 &\text{Municipality Share} \\
 &\text{(percentage of total Half-Cent Sales Tax receipts)} \quad = \quad \frac{\text{municipality population}}{\text{total county population}} \quad + \quad \frac{2/3 \text{ incorporated area population}}{2/3 \text{ incorporated area population}}
 \end{aligned}$$

For purposes of the foregoing formula, "population" is based upon the latest official State estimate of population certified prior to the beginning of the local government fiscal year. Should the City annex any area or should any area of the City de-annex from the City, the share of the Half-Cent Sales Tax received by the City would be respectively increased or decreased according to the foregoing formula. The City's distribution percentage is approximately 18% of the total Half-Cent Sales Tax receipts within the County.

The Half-Cent Sales Tax is distributed from the Half-Cent Sales Tax Trust Fund on a monthly basis to participating units of local government in accordance with the Sales Tax Act and is deposited by the City into the City's General Fund. The Sales Tax Act permits the City to pledge its share of the Half-Cent Sales Tax for the payment of principal of and interest on any capital project.

To be eligible to participate in the Half-Cent Sales Tax Program, each municipality and county is required to have satisfied the Eligibility Requirements (defined below). The City must have:

- (i) reported its finances for its most recently completed fiscal year to the Department of Financial Services as required by Florida law;
- (ii) made provisions for annual post audits of financial accounts in accordance with provisions of law;
- (iii) levied, as shown on its most recent financial report, ad valorem taxes, exclusive of taxes levied for debt service or other special millages authorized by the voters, to produce the revenue equivalent to a millage rate of 3 mills on the dollar based upon 1973 taxable values or, in order to produce revenue equivalent to that which would otherwise be produced by such 3 mill ad valorem tax, to have received certain revenues from a county (in the case of a municipality), collected an occupational license tax, utility tax, or ad valorem tax, or any combination of those four sources;
- (iv) certified that persons in its employ as law enforcement officers meet certain qualifications for employment, and receive certain compensation;
- (v) certified that persons in its employ as firefighters meet certain employment qualifications and are eligible for certain compensation;
- (vi) certified that each dependent special district that is budgeted separately from the general budget of such county or municipality has met the provisions for annual post audit of its financial accounts in accordance with law; and
- (vii) certified to FDOR that it has complied with certain procedures regarding the establishment of the ad valorem tax millage of the county or municipality as required by law.

The requirements described in (i) through (vii) are referred to herein as the "Eligibility Requirements". If the City does not comply with the Eligibility Requirements, the City would lose its Half-Cent Sales Tax Trust Fund distributions for twelve (12) months following a "determination of noncompliance" by FDOR. The City has continuously maintained eligibility to receive the Half-Cent Sales Tax.

Although the Sales Tax Act does not impose any limitation on the number of years during which the City can receive distribution of the Half-Cent Sales Tax revenues from the Half-Cent Sales Tax Trust Fund, there may be amendments to the Sales Tax Act in subsequent years imposing additional requirements of eligibility for counties and municipalities participating in the Half-Cent Sales Tax Program, and it is not unusual for the distribution formulas in Sections 212.20(6)(d) or 218.62, Florida Statutes, to be revised from time to time. The amount of Half-Cent Sales Tax revenues received by the City is subject to increase or decrease due to (i) increases or decreases in the dollar volume of taxable sales within Pinellas County, Florida (the "County"), (ii) legislative changes relating to the overall sales tax, which may include changes in the scope of taxable sales, changes in the tax rate and changes in the amount of sales tax revenue deposited into the Half-Cent Sales Tax Trust Fund, (iii) changes in the relative population of the City, which affect the percentage of Local Government Half-Cent Sales Tax received by the City, and (iv) other factors which may be beyond the control of the City, including but not limited to the potential for increased use of electronic commerce and other internet-related sales activity that could have a material adverse impact upon the amount of sales tax collected by the State and then distributed to the City.

#### Infrastructure Sales Surtax

Pursuant to Chapter 212, Florida Statutes, counties are authorized to levy a local discretionary sales surtax of an additional one-half percent (1/2%) or one percent (1%) pursuant to ordinance enacted by a majority of the members of the board of county commissioners and approved by referendum. Chapter 212, Florida Statutes, provides that the levy on such surtax may be extended upon approval of a majority of the electors of the County voting in a referendum on the discretionary sales surtax.

Pursuant to a successful vote of the electors of the County held on November 7, 2017, the County is authorized to levy a local one percent (1%) discretionary sales surtax for a period from January 1, 2020 through and including December 31, 2029 (the "Infrastructure Sales Surtax"). The Infrastructure Sales Surtax (also known as "Penny for Pinellas") was initially approved by the voters in 1989 for the ten-year period 1990-2000. It was subsequently renewed for three (3) ten-year terms in 1997, 2007 and again in 2017.

The discretionary sales surtax is distributed by the FDOR pursuant to an Interlocal Agreement dated August 17, 2017, with an effective date of January 1, 2020, entered into between the County, the City and the other municipalities within the County (the "Infrastructure Sales Surtax Interlocal Agreement"). Net proceeds received by the County on a monthly basis are distributed by the County as follows: (a) before any other proceeds are delivered pursuant to the Infrastructure Sales Surtax Interlocal Agreement, 11.3% is delivered to the County for Countywide Investments and (b) the remainder is distributed to the municipalities within the County in the accordance with the percentages outlined in the Infrastructure Sales Surtax Interlocal Agreement, including 18.4607% distributed to the City.

The proceeds of the discretionary sales surtax may only be expended to finance, plan and construct "infrastructure" which is defined as any fixed capital expenditure or fixed capital costs associated with the construction, reconstruction or improvement of public facilities which have a life expectancy of five or more years and any land acquisition, land improvement, design and engineering costs related thereto. Pursuant to Section 212.055(2)(e), Florida Statutes, as counties receiving discretionary sales surtax

proceeds may pledge such proceeds for the purpose of servicing new bond indebtedness incurred pursuant to law.

The FDOR has the responsibility to administer, collect, and enforce the infrastructure sales surtax. Pursuant to Section 212.054(4)(b), Florida Statutes, the proceeds of the County's discretionary sales surtax collections (including the Replacement Local Option Communications Services Tax) are transferred to the Discretionary Sales Surtax Clearing Trust Fund. A separate account in the trust fund is established for each county imposing such a surtax. FDOR is authorized to deduct 3% of the total revenue generated for all counties levying a surtax for administrative costs. The amount deducted for administrative costs is required to be used only for those costs solely and directly attributable to the surtax. The total administrative costs are prorated among those counties levying the surtax on the basis of the amount collected for a particular county to the total amount collected for all counties. However, FDOR is currently not deducting any amount of revenue for administering these taxes, even though the authorization currently exists to do so. FDOR is required to submit annually, no later than March 1st, a report detailing the expenses and amounts deducted for administrative costs to the President of the State Senate, the Speaker of the State House of Representatives, and the governing board of each county levying the surtax.

Section 212.055(2)(d), Florida Statutes, expressly states that neither the proceeds from the infrastructure sales surtax nor the interest accrued thereon shall be used for operational expenses of any infrastructure. Further restrictions prohibit counties from using the infrastructure sales surtax to replace or supplant user fees or to reduce ad valorem taxes, and from issuing bonds secured by a pledge of these revenues more frequently than one per year. The surtax applies to all transactions in the County that are subject to the State sales tax imposed on sales, use, rentals, admissions, and other transactions under Chapter 212, Florida Statutes. The surtax does not apply to the sales amount of tangible personal property greater than \$5,000 or to long distance telephone service.

Pursuant to Section 212.15, Florida Statutes, vendors are required to remit sales tax receipts (including proceeds of any discretionary sales surtax) by the twentieth (20th) day of the month immediately following the month of collection. No statute prescribes a deadline for remitting surtax proceeds from FDOR to the local governing bodies. However, according to the accounting division of FDOR, FDOR consistently remits the surtax proceeds to such local governing bodies by the end of the month immediately following receipt by FDOR.

The share of the Infrastructure Sales Surtax that is to be distributed to the City will be affected by changes in the relative populations of the unincorporated and incorporated areas within the County. Such relative populations are subject to change through normal increases and decreases of population within the existing unincorporated and incorporated areas of the County and are also subject to change by annexation and de-annexation by municipalities such as the City.

The total amount of Infrastructure Sales Surtax collected within the County and distributed to the City is also subject to increase or decrease due to increases or decreases in the dollar volume of taxable sales within the County, which, in turn, is subject to among other things, (i) legislative changes which may include or exclude from taxation sales of particular goods or services, and (ii) changes in the dollar volume of purchases in the County, which is affected by changes in population and economic conditions.

*However, none of the Infrastructure Sales Surtax revenues may be used to pay debt service on the Bonds.*

### State Revenue Sharing

A portion of certain taxes levied and collected by the State is shared with local governments under provisions of Section 218.215, Florida Statutes. The amount deposited by the FDOR into the State Revenue Sharing Trust Fund for Municipalities is 1.3653% of available sales and use tax collections after certain required distributions and the net collections from the one-cent municipal fuel tax.

To be eligible for State Revenue Sharing funds beyond the minimum entitlement (defined as the amount necessary to meet obligations to which the City has pledged amounts received from the State Revenue Sharing Trust Fund for Municipalities), a local government must have met the Eligibility Requirements.

If the City fails to comply with such requirements, the FDOR may utilize the best information available to it, if such information is available, or take any necessary action including disqualification, either partial or entire, and the City shall further waive any right to challenge the determination of the FDOR as to its distribution, if any. Eligibility is retained if the local government has met eligibility requirements for the previous three years, even if the local government reduces its millage or utilities taxes because of the receipt of State Revenue Sharing funds.

The amount of the State Revenue Sharing Trust Fund for Municipalities distributed to any one municipality is the average of three factors: an adjusted population factor; a sales tax collection factor, which is the proportion of the local City's ordinary sales tax distribution the municipality would receive if the distribution were strictly population-based; and a relative revenue-raising ability factor, which measures the municipality's ability to raise revenue relative to other qualifying municipalities in the State.

The distribution to an eligible municipality is determined by the following procedure. First, a municipal government's entitlement is computed on the basis of the apportionment factor applied to all State Revenue Sharing Trust Fund receipts available for distribution. Second, the revenue to be shared via the formula in any fiscal year is adjusted so that no municipality receives fewer funds than its guaranteed entitlement, which is equal to the aggregate amount received from the state in fiscal year 1971-72 under then-existing statutory provisions. Third, the revenue to be shared via the formula in any fiscal year is adjusted so that all municipalities receive at least their minimum entitlement, which means the amount of revenue necessary for a municipality to meet its obligations as the result of pledges, assignments, or trusts entered into that obligated State Revenue Sharing Trust Fund monies. Finally, after making these adjustments, any remaining State Revenue Sharing Trust Fund monies are distributed on the basis of the additional money of each qualified municipality in proportion to the total additional money for all qualified municipalities.

The following are sources of revenues that are deposited into the State Revenue Sharing Trust Fund for Municipalities.

Sales Tax Revenues. Prior to July 1, 2000, a state tax was levied on cigarette packages at varying rates, depending upon the length and number of cigarettes in a package and, pursuant to Section 210.20(2)(a), Florida Statutes, certain amounts derived from such cigarette taxes were deposited to the Revenue Sharing Trust Fund for Municipalities after deducting therefrom certain charges for administration and collection. Effective July 1, 2000, the cigarette tax revenues were eliminated from distribution to the Revenue Sharing Trust Fund for Municipalities and replaced with sales and use tax proceeds. Currently, 1.3653% of the available proceeds of the sales and use tax imposed pursuant to Chapter 212, Florida Statutes, is transferred monthly to the Revenue Sharing Trust Fund for Municipalities after certain other transfers have been made and certain charges for administration and collection have been deducted therefrom. See "—Proposed

Legislation" below regarding legislation which could have an impact on revenues received from communications services.

*Municipal Fuel Tax.* The proceeds of the municipal fuel tax imposed pursuant to Section 206.41(1)(c), Florida Statutes, after deducting certain service charges and administrative costs is transferred into the Revenue Sharing Trust Fund for Municipalities. Funds derived from the municipal fuel tax on motor fuel may only be used to pay debt service allocable to transportation facilities. *None of the debt service on the Bonds is allocable to transportation facilities.*

The sales and use tax provides the majority of the receipts for the guaranteed entitlement from the Revenue Sharing Trust Fund for Municipalities. For the State's 2023 fiscal year, approximately 82% of the deposits of the Revenue Sharing Trust Fund for Municipalities were from sales and use tax and approximately 18% were from the municipal fuel tax.

#### Fuel Tax

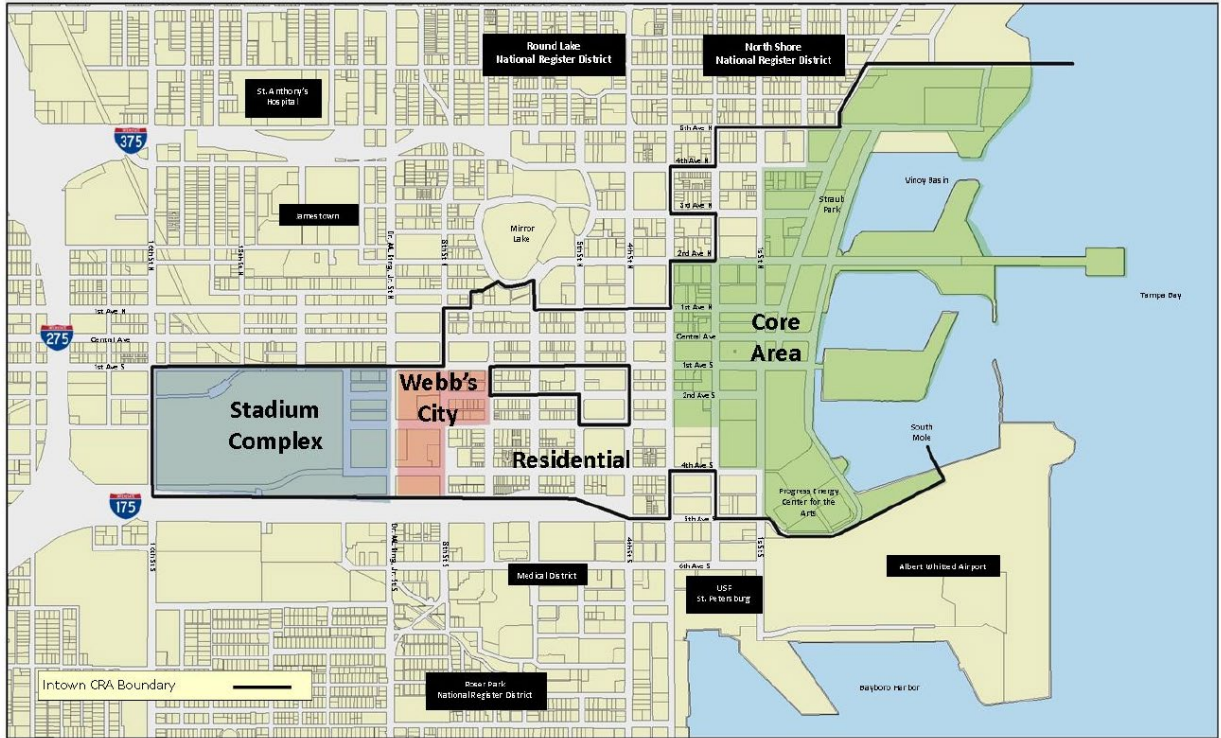
The City receives revenues from the County relating to various fuel taxes imposed within the County. However, such fuel tax revenues may only be used by the City for certain transportation-related expenditures and may only be used to pay that portion of the debt service which is allocable to transportation-related projects. None of the debt service on the Bonds will be allocated to transportation-related expenditures. Accordingly, none of the fuel tax revenues may be used to pay debt service on the Bonds.

#### **Fines and Forfeitures**

Fines and forfeitures reflect those penalties and fines imposed for the commission of statutory offenses, violation of lawful administrative rules and regulations, and for neglect of official duty. Forfeitures include revenues resulting from ordinance violation fines, filing fees and tax billed penalties.

#### **Tax Increment Revenues**

The Project and the redevelopment of the Intown Redevelopment Area (the "Area") will enhance the public welfare, provide vital economic, recreational and community opportunities and is likely to increase property values in the surrounding area. Pursuant to Resolution No. 81-1401 adopted by the City Council on December 17, 1981, the City Council was appointed the Community Redevelopment Agency ("CRA") for the Area. The Area consists of approximately 643 acres, encompassing downtown from the Renaissance Vinoy Hotel in the northeast to, Tropicana Field in the southwest and borders Albert Whitted Airport in the southeast. The Area also includes the University Park neighborhood, the City's waterfront park system and the commercial core of downtown along Central Avenue. Set forth below is a map of the Area.



Pursuant to the Intown Redevelopment Plan ("IRP") adopted in March 1982, as amended on August 2, 2018 and July 30, 2024, as such plan may be changed, modified and amended in accordance with Chapter 163, Part III, Florida Statutes, there are four focus areas known as: the Core, Webb's City, the Stadium Complex (also known as the Historic Gas Plant area) and surrounding residential areas. Pursuant to Ordinance No. 203-H enacted by the City Council on November 23, 2015, tax increment revenue is calculated annually and deposited into the Redevelopment Trust Fund (the "Trust Fund").

The City and the County entered into the Second Amended and Restated Interlocal Agreement for the Commitment of Tax Increment Revenues in the Intown Redevelopment Area dated July 31, 2024, as amended from time to time (the "TIF Interlocal Agreement") whereby the City and the County agreed that the County will support the redevelopment within the Area. The TIF Interlocal Agreement remains in effect until the completion of all projects outlined therein (including the Project) or the complete repayment of all outstanding bonds or other indebtedness used to pay for such projects, whichever occurs later. Neither the City nor the County may terminate the TIF Interlocal Agreement as long as there are any outstanding bonds or other indebtedness used to pay for the projects which were funded by tax increment revenues.

Pursuant to the TIF Interlocal Agreement, the City's annual contribution to the Trust Fund may vary based on the costs related to debt service on bonds, however, the City's contribution will not exceed 60% of the increment increase in the Area's property value with a base tax year of 1981. Until April 7, 2032, the annual contribution will not be less than 50% of the increment increase in the Area's property value with a base tax year of 1981 and the City will cease contributions to the Trust Fund on or before April 7, 2042 (which is prior to the maturity of the Bonds). Pursuant to the TIF Interlocal Agreement, City tax increment revenues may be used to: (i) pay debt service for the financing of projects described therein, (ii) pay bank loans for the financing of projects described therein, (iii) reimburse the City for any payments made by the City from other sources prior to issuing any debt, (iv) retire or redeem any outstanding approved indebtedness or (v) pay costs for approved projects on a pay-go basis. City tax increment revenues are available to pay debt service on the Bonds.

Additionally, pursuant to the TIF Interlocal Agreement, the County is required to appropriate and pay to the CRA all tax increment revenues from the Area prior to April 1 of each year. The County's obligation to annually budget and appropriate on or before October 1 and pay to the Trust Fund by April 1 will terminate after either (i) \$108.1 million in County contributions have been made or (ii) the contribution for the 2032 fiscal year has been made (which is prior to the maturity of the Bonds), whichever occurs first. As of the date of the TIF Interlocal Agreement, the County's contribution to the Trust Fund was 50% of the increment increase in the Area's property value with a base tax year of 1981. County tax increment revenues are not available to pay debt service on the Bonds.

The City and the CRA entered into an Amended and Restated Interlocal Agreement Re. Intown Redevelopment Area dated [\_\_\_\_\_], 2024 (the "CRA Interlocal Agreement") in which the CRA agreed to immediately repay the City an amount equal to debt service on City indebtedness which financed and/or refinanced or will finance and/or refinance all or a portion of the capital projects in accordance with the IRP, but only to the extent permitted by the TIF Interlocal Agreement. To the extent that the City prepays the Bonds, the CRA is required to repay the City the prepayment price, including any accrued interest, which is allocable to the Bonds, as applicable. The obligations to transfer such tax increment revenues of the Area to the City to make payments pursuant to the CRA Interlocal Agreement survive the date on which the Bonds are no longer Outstanding. Tax increment revenues which derive from any other redevelopment areas other than the Area are not pledged in any manner to secure the Bonds, and pursuant to the CRA Interlocal Agreement, tax increment revenues from the Area shall not be used to pay debt service related to projects located outside the boundaries of the Area.

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The original base year assessed real property value within the Area in 1981 was \$107.88 million and the recent 2024 assessed real property value within the district was \$3.02 billion.

**Intown Redevelopment Area Assessed Valuation, Millages and  
City and County Payments<sup>(1)</sup>  
(Assessed Valuation Shown in Thousands)**

Fiscal Year	Tax Year	Assessed Valuation	Amount over Base Year (1981)	County Millage	County Payment	City Millage	City Payment	Total
2014	2013	\$875,590	\$767,712	5.3377	\$3,892,926	6.7742	\$4,935,962	\$8,828,888
2015	2014	964,726	856,848	5.3377	4,344,918	6.7700	5,509,562	9,854,480
2016	2015	1,108,479	1,000,601	5.3377	4,539,772	6.7700	6,434,352	10,974,124
2017	2016	1,266,575	1,158,697	5.3377	5,257,062	6.7550	7,434,899	12,691,961
2018	2017	1,454,199	1,346,321	5.3590	6,132,695	6.7550	8,639,679	14,772,374
2019	2018	1,715,405	1,607,527	5.3590	6,461,054	6.7550	8,144,136	14,605,190
2020	2019	2,078,255	1,970,377	5.3590	7,919,437	6.7550	9,982,422	17,901,859
2021	2020	2,366,140	2,258,262	5.3590	9,076,521	6.7550	11,440,162	20,516,683
2022	2021	2,484,680	2,376,802	5.2092	9,285,928	6.6550	11,862,165	21,148,093
2023 <sup>(2)</sup>	2022	2,752,503	2,664,625	4.8188	6,371,960	6.5250	8,627,384	14,999,344
2024 <sup>(3)</sup>	2023	3,022,965	2,915,087	4.8111	7,012,389	6.4675	9,425,670	16,438,059

<sup>(1)</sup> The County's obligation to pay to the Trust Fund will terminate after either (i) \$108.1 million in County contributions have been made or (ii) the contribution for the 2032 fiscal year has been made (which is prior to the maturity of the Bonds), whichever occurs first. The City will cease contributions to the Trust Fund on or before April 7, 2042 (which is prior to the maturity of the Bonds).

<sup>(2)</sup> The growth in the Area has allowed the City and the County to reduce contributions, including a reduction in the Fiscal Year 2023.

<sup>(3)</sup> Unaudited.

Source: St. Petersburg Community Redevelopment Agency Annual Financial Report Fiscal Year 2023 (Fiscal Years 2014 through 2023) and City Finance Department (Fiscal Year 2024).

Current and future tax increment revenue accruing within the Area is predicated upon increases in assessed real property valuations in excess of taxable assessed values recognized for a specific base year. The incremental increase in ad valorem taxes is used to measure the amount of the contribution which may be appropriated and contributed by the City and the County. The City and the County cannot be compelled to levy ad valorem taxes to generate tax increment or to make such payments. Future real estate recessions, if any, among other factors, could adversely affect the taxable value of the taxable real property within the Area.

Neither the City nor County has covenanted or pledged to levy ad valorem taxes on taxable real property within the Area at a level sufficient to generate any tax increment revenues and it would violate the State Constitution for any of them to do so. Consequently, the amount of tax increment revenues to be deposited in the Trust Fund is dependent upon, among other things, (i) the millage rates, if any, established by the City and the County and (ii) any decrease or increase in the assessed valuation of taxable real property in the Area, which increase will be affected by the annual appraisal at one hundred percent (100%) of the "just value" of taxable real property, including new construction completed within the Area, among other factors.

If any constitutional amendments to limit ad valorem taxes (or having the effect of limiting ad valorem taxes) are proposed, such amendments would have the potential, if approved by the voters, to restrict the legal capacity of taxing authorities to levy ad valorem taxes or the rate of such taxes.

### **Enterprise Funds**

The City has certain debt outstanding for which certain revenues from Enterprise Funds of the City are legally available to pay debt service. Those funds are the Marina Fund and the Sanitation Fund. However, such revenues are not legally available to pay debt service on the Bonds. See "—Historical Receipt of Non-Ad Valorem Revenues" herein.

### **Miscellaneous Non-Ad Valorem Revenue**

This is a broad category that includes a wide variety of revenues, including but not limited to licensing and regulatory fees, fees for services or publications, transfers from other governmental units, traffic and parking fines, interest earnings and other miscellaneous revenues.

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## Historical Receipt of Non-Ad Valorem Revenues

The following table shows the historical receipt by the City of significant sources of certain Non-Ad Valorem Revenues for the fiscal years ended September 30, 2019 through and including 2023 prior to issuance of the Bonds. The table does not necessarily include all Non-Ad Valorem Revenues of the City which may be available to pay debt service on the City's debt secured by these revenues:

### HISTORICAL NON-AD VALOREM REVENUES (Fiscal Years Ended September 30,)

	2019	2020	2021	2022	2023
<b>Tax Revenue:</b>					
Public Service Tax <sup>(1)</sup>	\$30,717,497	\$32,010,330	\$32,446,057	\$33,942,329	\$36,971,854
Local Communications Services Tax	9,075,295	9,156,304	8,963,830	9,394,686	9,981,688
Business Tax	2,568,483	2,533,473	2,503,208	2,379,098	2,652,086
Franchise Fees	21,337,306	20,774,640	20,662,102	22,343,200	24,978,089
Gas Tax <sup>(2)</sup>	3,523,948	3,190,250	3,322,233	3,373,060	3,424,181
Total Tax Revenues	\$67,222,529	\$67,665,000	\$67,897,430	\$71,432,373	\$78,007,898
<b>Licenses and Permits</b>	\$7,505,380	\$6,236,132	\$6,854,843	\$8,158,892	\$6,289,526
<b>Intergovernmental Revenue:</b>					
Half-Cent Sales Tax	\$19,470,420	\$18,594,121	\$21,681,176	\$23,843,036	\$24,108,004
State Revenue Sharing	10,375,794	9,659,821	11,022,778	13,410,171	13,620,526
Infrastructure Sales Surtax <sup>(3)</sup>	28,156,097	48,055,754	33,008,207	38,293,971	38,963,546
PILOT	18,221,124	20,162,508	21,864,972	22,806,864	23,795,304
Other Intergovernmental Revenues <sup>(4)</sup>	9,610,357	14,828,719	25,801,386	31,451,581	21,611,176
Total Intergovernmental Revenues	\$85,833,792	\$111,300,920	\$113,378,519	\$129,805,623	\$122,098,556
<b>Charges for Services</b>	\$31,566,066	\$28,904,688	\$31,894,540	\$37,432,770	\$41,167,912
<b>Charges to Other Funds<sup>(5)</sup></b>	\$7,337,760	\$7,484,544	\$7,634,208	\$7,786,895	\$7,942,634
<b>Fines and Forfeitures</b>	\$3,183,112	\$3,215,178	\$2,697,099	\$3,271,111	\$3,617,999
<b>Interest Income<sup>(6)</sup></b>	\$12,624,130	\$10,584,846	\$3,638,094	(\$15,956,211)	\$18,004,690
<b>Intown Redevelopment Area Tax Increment Revenues<sup>(7)</sup></b>					
City Tax Increment Revenues <sup>(8)</sup>	\$8,144,136	\$9,982,422	\$11,440,162	\$11,862,165	\$8,627,384
County Tax Increment Revenues <sup>(8)</sup>	6,461,054	7,919,437	9,076,521	9,285,928	6,371,960
<b>Marina Fund<sup>(9)</sup></b>	\$3,871,059	\$3,914,427	\$4,469,808	\$5,492,040	\$5,715,689
<b>Sanitation Fund<sup>(10)</sup></b>	\$46,978,111	\$49,484,442	\$51,477,382	\$54,300,451	\$57,113,509
<b>Miscellaneous<sup>(11)</sup></b>	\$5,929,926	\$5,118,482	\$6,585,237	\$7,868,439	\$6,853,745
<b>Special Assessments</b>	\$666,855	\$1,299,670	\$798,385	\$1,475,142	\$1,554,499
<b>Total Sources of Non-Ad Valorem Revenues</b>	<b>\$287,323,910</b>	<b>\$313,110,188</b>	<b>\$317,842,228</b>	<b>\$332,215,618</b>	<b>\$363,366,001</b>

[Footnotes on the following page]

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- (1) Public Service Taxes are pledged to certain debt of the City which is currently outstanding. See "-Debt of City Secured by Non-Ad Valorem Revenues" below.
  - (2) These revenues are not legally available to pay debt service on the Bonds.
  - (3) While the Infrastructure Sales Surtax is not available to pay debt service on the Bonds, it is available to pay debt service on the City's outstanding Non-Ad Valorem Revenue Note, Series 2020.
  - (4) Other Intergovernmental Revenue includes State-other, County- other and federal, State and other grants.
  - (5) Represents charges for general administration.
  - (6) Includes any unrealized gain or loss as of September 30 as a result of mark to market.
  - (7) See "DESCRIPTION OF NON-AD VALOREM REVENUES – Tax Increment Revenues" herein for more information.
  - (8) City tax increment revenues are available to pay debt service on the Bonds. County tax increment revenues are not available to pay debt service on the Bonds The City will cease contributions to the Trust Fund on or before April 7, 2042 (which is prior to the maturity of the Bonds). See "DESCRIPTION OF NON-AD VALOREM REVENUES – Tax Increment Revenues" herein for more information.
  - (9) While not available to pay debt service on the Bonds, these revenues are available to pay debt service on the City's outstanding Taxable Non-Ad Valorem Refunding Revenue Note, Series 2021B.
  - (10) While not available to pay debt service on the Bonds, these revenues are available to pay debt service on the City's outstanding Non-Ad Valorem Revenue Note, Series 2022.
  - (11) Miscellaneous Revenue rental, contributions, dispositions of property, and other miscellaneous.

Source: City Finance Department.

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## Debt of City Secured by or Payable From Non-Ad Valorem Revenues

Set forth below are tables showing (i) debt that is payable from non-ad valorem revenues of the City, and (ii) debt which has a lien on a specific source or sources of non-ad valorem revenues of the City. These tables are exclusive of the debt of the City's business type activities such as in the water and sewer and solid waste enterprise funds.

As of October 1, 2024, the City had approximately \$35,462,000 aggregate principal amount of debt payable from only a covenant to budget and appropriate non-ad valorem revenues. A description of such debt is included in the table below:

<u>Description:</u>	<u>Amount Outstanding:</u>	<u>Final Maturity:</u>
Taxable Non-Ad Valorem Revenue Note, Series 2017E	\$ 1,712,000	12/1/2032
Non-Ad Valorem Revenue Note, Series 2020	15,850,000	12/1/2029
Taxable Non-Ad Valorem Refunding Revenue Note, Series 2021A	1,420,000	10/1/2025
Taxable Non-Ad Valorem Refunding Revenue Note, Series 2021B <sup>(1)</sup>	2,030,000	7/1/2031
Non-Ad Valorem Revenue Note, Series 2022 <sup>(2)</sup>	14,450,000	12/1/2037

<sup>(1)</sup> Marina Fund revenues are available to pay debt service on the City's outstanding Taxable Non-Ad Valorem Refunding Revenue Note, Series 2021B. See "—Historical Receipt of Non-Ad Valorem Revenues" herein.

<sup>(2)</sup> Sanitation Fund revenues are available to pay debt service on the City's outstanding Non-Ad Valorem Revenue Note, Series 2022. See "—Historical Receipt of Non-Ad Valorem Revenues" herein.

This presentation does not include debt service on the City's State Revolving Fund loan entered into pursuant to a loan agreement with the State of Florida Department of Environmental Protection ("SRF Loan"), currently outstanding in the principal amount of \$41,103,460, which includes a secondary backup covenant to budget and appropriate legally available non-ad valorem revenues of the City. The SRF Loan has traditionally been fully paid with net revenues of the City's Public Utility System.

As of October 1, 2024, the City had approximately \$35,930,000 aggregate principal amount of Debt outstanding that has a lien upon and a pledge of a specific non-ad valorem revenue (collectively, the "Specific Lien Debt") and, where indicated, is also secured by a covenant to budget and appropriate legally available non-ad valorem revenues. A description of such Specific Lien Debt is included in the table below:

<u>Description:</u>	<u>Source of Security:</u>	<u>Amount Outstanding:</u>	<u>Final Maturity:</u>
Public Service Tax Revenue Bonds, Series 2016A <sup>(1)</sup>	Public Service Tax	\$25,645,000	10/1/2031
Public Service Tax Revenue Bonds, Series 2016B <sup>(1)</sup>	Public Service Tax	10,285,000	10/1/2031

<sup>(1)</sup> Financed a portion of the costs of the City-owned municipal pier.

The City also expects to issue the 2024A Bonds and the 2024B Bonds in the approximate principal amounts of \$[ ] and \$[ ] on or about December [16], 2024. See "THE PROJECT AND PLAN OF FINANCE – Development and Plan of Finance" herein for more information.

## **CERTAIN FINANCIAL MATTERS**

### **General**

Certain matters relating to the City's Financial Policies, Disclosure Policies, Budgeting, Accounting and Auditing practices, Other Post-Employment Benefit Plan, Defined Benefit Pension Plans and other financial data can be found in "APPENDIX A – General Description of the City and Selected Statistics" and in "APPENDIX B – General Purpose Financial Statements" attached hereto.

### **Governmental Funds**

To the extent that the future collection of ad valorem tax revenues or Non-Ad Valorem Revenues is adversely affected, a larger portion of Non-Ad Valorem Revenues would be required to balance the budget and provide for the payment of services and programs which are for essential public purposes affecting the health, safety and welfare of the inhabitants of the City or which are mandated by applicable law.

Revenues deposited in the Governmental Funds described in this subsection do not directly correspond to the Non-Ad Valorem Revenues from which debt service on the Bonds is payable as some Governmental Fund Revenues are not legally available to pay debt service on the Bonds. The following chart shows information regarding the Governmental Funds for the City's fiscal years ending September 30, 2019 through and including September 30, 2023:

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**GOVERNMENTAL FUNDS REVENUES AND EXPENSES<sup>(1)</sup>**  
**(Fiscal Years Ended September 30,)**

	2019	2020	2021	2022 <sup>(5)</sup>	2023
<b>Revenues:</b>					
Taxes	\$148,110,094	\$159,754,610	\$171,861,215	\$182,864,707	\$206,072,631
Public Service Tax	30,717,497	32,010,333	32,446,057	33,942,329	36,971,854
Licenses and Permits	7,505,380	6,236,132	6,854,843	8,158,892	6,289,526
Fines and Forfeitures	3,183,112	3,215,178	2,697,099	3,271,111	3,617,999
Charges for Services	31,566,066	28,904,688	31,894,540	37,432,770	41,167,912
Charges for General Administration	7,337,760	7,484,544	7,634,208	7,786,895	7,942,634
Intergovernmental	88,612,944	114,237,726	115,683,494	132,422,268	122,729,258
Investment Earnings <sup>(2)</sup>	12,624,130	10,584,846	3,638,094	(15,956,211)	18,004,690
Rentals	1,308,482	1,108,925	1,564,918	1,364,614	1,566,312
Miscellaneous <sup>(3)</sup>	5,288,299	5,309,227	5,818,704	7,978,967	6,841,932
<b>Total revenues</b>	<b>336,253,764</b>	<b>368,846,209</b>	<b>380,093,172</b>	<b>399,266,342</b>	<b>451,204,748</b>
<b>Expenditures:<sup>(4)</sup></b>					
General Government	27,294,628	27,325,173	30,008,099	32,235,896	34,815,010
Community and Economic Development	20,491,077	28,895,279	25,325,484	27,578,486	36,031,401
Public Works	11,100,228	13,209,752	13,485,320	14,164,359	15,654,451
Public Safety - Police	113,177,078	115,399,543	114,567,607	123,556,732	136,336,868
Public Safety - Fire	49,722,300	51,197,394	56,365,430	57,679,995	61,969,481
Culture and Recreation	52,471,436	51,963,146	60,297,629	67,508,743	70,900,905
Debt Service:					
Principal	11,514,000	32,299,000	22,364,613	10,575,000	12,186,000
Interest	3,337,689	3,053,661	2,707,621	2,360,648	2,072,508
Remarketing and Other Fees	1,500	112,467	48,666	2,405	4,000
Capital Outlay	86,712,279	60,243,503	47,232,006	35,415,170	40,085,681
<b>Total Expenditures</b>	<b>375,822,215</b>	<b>383,698,918</b>	<b>372,402,475</b>	<b>371,077,434</b>	<b>410,056,305</b>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(39,568,451)	(14,852,709)	7,690,697	28,188,908	41,148,443
<b>Other financing sources (uses)</b>					
Transfers In	84,705,121	103,881,156	71,742,190	90,178,157	76,233,147
Transfers Out	(62,042,193)	(84,765,743)	(50,159,099)	(72,424,370)	(52,645,560)
Issuance of Debt	--	28,000,000	7,665,000	--	322,818
Premium	--	--	--	--	--
Total Other Financing Sources (Uses)	22,662,928	47,115,413	29,248,091	17,753,787	23,910,405
Net Change in Fund Balances	(\$16,905,523)	\$32,262,704	\$36,938,788	\$45,942,695	\$65,058,848
<b>Fund Balances – October 1</b>	<b>\$281,956,134</b>	<b>\$265,050,611</b>	<b>\$297,313,315</b>	<b>\$334,252,103</b>	<b>\$380,194,798</b>
<b>Fund Balances – September 30</b>	<b>\$265,050,611</b>	<b>\$297,313,315</b>	<b>\$334,252,103</b>	<b>\$380,194,798</b>	<b>\$445,253,646</b>

(1) This table includes all governmental funds including those which may include non-ad valorem revenues which are not legally available to pay debt service on the Bonds.

(2) Includes any unrealized gain or loss as of September 30 as a result of mark to market.

(3) Includes revenues from assessments, disposition of property and other sources.

(4) See "CERTAIN FINANCIAL MATTERS – Classification of Local Government Expenditures" herein.

(5) Some amounts shown differ from those in the City's Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, 2023 as a result in an error Public Safety – Fire expenditures in such report.

Source: City of St. Petersburg, Florida, Annual Comprehensive Financial Report for Fiscal Year Ended September 30, 2023.

## **Classification of Local Government Expenditures**

The City classifies its expenditures in accordance with the Uniform Accounting System devised by the FDFS. In the governmental fund financial statements the classification reflects the below categories and underlying expenditures.

*General government* expenditures arise from operations of legislative and administrative activities of the local government. These costs are related to operations of the City Clerk, City Council, Mayor's Office, human resources, financial operations, legal expenses and other general government services.

*Public safety* expenditures reflect all costs associated with the City's police and fire rescue department operations, as well as emergency medical services, emergency disaster relief services and protective inspections.

*Public Works* expenditures reflect the costs of the engineering and capital improvements, public works administration and pavement and traffic operations department operations.

*Culture and recreation* expenditures include the City's costs of operating parks and recreation facilities, library facilities and of offering special events, cultural services and programs and similar services.

*Community and economic development* expenditures reflect costs associated with real estate and property development, economic and workforce development, planning and development and city development department operations.

*Debt service* expenditures reflect outlays for local government debt.

*Capital outlay* expenditures include expenditures which result in the acquisition of, or addition to, fixed assets such as buildings, land and roads.

## **CERTAIN INVESTMENT CONSIDERATIONS**

*The Bonds, like all investment securities, carry a risk of loss of the investment, in whole or in part. This Official Statement does not purport to describe all of the risks of an investment in the Bonds; and the City disclaims any responsibility to advise prospective investors of such risks either as they may exist at the date of dissemination of this Official Statement or as they may appear or change from time to time in the future. Prospective purchasers of the Bonds should consult their own legal and tax advisors as to the risks associated with an investment in the Bonds, their ability to bear a loss from an investment in the Bonds and the suitability of investing in the Bonds, in light of their particular, individual circumstances. Prospective purchasers should carefully consider the matters described below, as well as all the information contained within this entire Official Statement.*

## **Pandemics and Other Public Health Concerns**

The City's financial results could be harmed by a national or localized outbreak of a highly contagious, epidemic or pandemic disease. For example, the spread of the novel strain of coronavirus called COVID-19, along with various governmental measures taken to protect public health in light of the pandemic, had a negative financial impact on local, state and national economies, including the City. There can be no guarantee that COVID-19 or another outbreak of a highly contagious disease will not have negative impacts on the City in the future.



## Climate Change and Natural Disasters

The City is located within the County, which is located on a peninsula on the western coast of the State, bounded on the east by Tampa Bay and on the west by the Gulf of Mexico. The State is naturally susceptible to the effects of extreme weather events and natural disasters including floods, droughts, and hurricanes, which could result in negative economic impacts on coastal communities like the City. Such effects can be exacerbated by a longer-term shift in the climate over several decades (commonly referred to as climate change), including increasing global temperatures and rising sea levels.

The City has an Integrated Sustainability Action Plan ("ISAP") which contains climate action goals, including a transition to 100% clean energy, environmental stewardship and resiliency. The purpose of the ISAP is to serve as a blueprint of current and future sustainability and resiliency initiatives. Implementation will be an ongoing effort for years to come emphasizing key priorities, budget and other efficiencies, and continued input from the community. The ISAP also provides data-driven actions for a resilient community that would thrive during the face of changing weather and other conditions. The ISAP affects all City departments and local communities and businesses. The ISAP guides the City and community partners to implement programs and strategies that will enhance sustainability and resiliency across municipal department operations and throughout the community. The ISAP will be considered as part of the budget processing and used with many other plans and projects. The ISAP identifies actions and investments on a range of costs and timeframes. As outlined in the ISAP, the City's priorities include: environmental protection, restoring shorelines, investing in environmental technology, and creating regulations to protect Tampa Bay's ecosystem; upgrading aging infrastructure; preparing for rising sea levels and hotter temperatures; transitioning to 100% renewable electricity by 2035 and reducing greenhouse gas emissions by 80% by 2050; and involving the community and businesses in developing the steps needed to achieve these goals.

On September 26, 2024, Hurricane Helene came on shore near Perry, Florida, which is approximately 210 miles from the City, as a Category 4 hurricane. Prior to landfall, the storm passed through the Gulf of Mexico approximately 100 miles west of the City, resulting in significant storm surge along the west coast of the State, including portions of the City. Emergency response, recovery and debris removal are ongoing. The preliminary estimated losses to City property during Hurricane Helene are \$18 million, with further evaluations being performed at this time.

On October 9, Hurricane Milton came on shore near Siesta Key, Florida, which is approximately 55 miles from the City, as a Category 3 hurricane. The City received significant wind effects which resulted in damages to City property and Tropicana Field, the current home of the Tampa Bay Rays. The preliminary estimated losses to City property and Tropicana Field is \$70 million. The City is currently evaluating damage to Tropicana Field and City properties.

The County, which includes the City, has been declared a disaster area by state and federal authorities for both Hurricane Helene and Hurricane Milton. The City expects external insurance to cover a portion of the expected losses for Hurricane Helene and Hurricane Milton, supplemented by federal and State assistance. The City maintains in its general property insurance program a \$100 million combined maximum named windstorm and flood limit, with a 10% share of the first \$50 million of coverage from the City. Each insured location has a 5% named windstorm and 5% flood deductible subject to a \$1 million minimum program deductible for each cause of loss. The City is also evaluating damage to its water resource facilities. These properties are insured under the City's water resources property program. Similarly, this program has a 5% deductible at each affected location subject to a minimum program deductible of \$1 million on each cause of loss for named windstorm and flood. The City does not share in the risk of this program beyond deductibles.

The City has requested assistance from the Federal Emergency Management Agency, as well as assistance from the State; with emergency response, recovery and debris removal efforts ongoing. During this initial response period, the City has an economic stability fund and equipment replacement funds which may be used for City-related disaster funding, as well as its accumulated fund balances to maintain City operations and help fund its recovery process. The long-term effects of the hurricanes, including any additional capital resiliency funding that may be required, is not known at the time. However, the City does not expect that the financial impacts of Hurricane Helene and Hurricane Milton will have a material adverse impact on its ability to pay debt service on the Bonds.

## **Cyber-Security**

Computer networks and systems used for data transmission and collection are vital to the efficient operations of the City. City systems provide support to departmental operations and constituent services by collecting and storing sensitive data, including intellectual property, security information, proprietary business process information, information applying to suppliers and business partners, and personally identifiable information of customers, constituents and employees. The secure processing, maintenance and transmission of this information is critical to departmental operations and the provision of citizen services. Increasingly, governmental entities are being targeted by cyberattacks seeking to obtain confidential data or disrupt critical services. A rapidly changing cyber risk landscape may introduce new vulnerabilities that attackers/hackers can exploit in attempts to effect breaches or service disruptions. Employee error and/or malfeasance may also contribute to data loss or other system disruptions. Any such breach could compromise networks and the confidentiality, integrity and availability of systems and the information stored there. The potential disruption, access, modification, disclosure or destruction of data could result in interruption of the efficiency of City commerce, initiation of legal claims or proceedings, liability under laws that protect the privacy of personal information, regulatory penalties, disruptions in operations and the services provided, and the loss of confidence in City operations, ultimately adversely affecting City revenues. The City has an established Information and Cybersecurity Security program to protect the City's information assets through multi-level defense strategies, policies and practices, internal controls, continual security awareness training, incident response, risk management, and additional tools and techniques to ensure the confidentiality, availability and integrity of the City's information assets.

## **Tax Increment Revenues**

Appeal of Assessments. State law allows taxpayers to dispute assessment valuations. Various State, local, national and international economic conditions may influence a taxpayer's willingness to make or forgo such an appeal. The statutory method for determining tax increment revenues uses a factor of up to 95% of taxable assessed valuations, due in part to an expectation of some such appeals. Any volume of appeals which is successful in reducing the overall assessed value of taxable real property in the Area in excess of such a margin of error could result in reduced amounts of tax increment revenues. If such appeals resulted in a significant reduction in the overall assessed value of the taxable real property in the Area, they could have a material adverse affect the realization and receipt of tax increment revenues.

State, National and International Economic and Political Factors. Certain economic or political developments, including, without limitation, continued recession or further downturns in the State, national or international economy, national and international terrorism, U.S. military engagements abroad, increased national or international barriers to tourism or trade, and international currency fluctuations could all adversely affect property values within the Area or the continued development of the Area, its attraction to businesses and investors and, as a result, the CRA's receipt of tax increment revenues.

Reduction of Property Values. The amount of future collections of tax increment revenues to pay debt service on the Bonds is dependent, in part, upon the assessed value of taxable real property in the Area. Numerous events could occur that might reduce the value of real property within the Area, including,

without limitation, natural disasters (such as hurricanes and other major tropical storms), public acquisition of property within the Area by the State or political subdivisions exercising their respective rights of eminent domain, or social, economic or demographic factors (or adverse public perceptions thereof) beyond the control of the CRA, the City or the County. Any or all of such events could adversely affect the realization and receipt of tax increment revenues.

Reduction in County and/or City Millage Rates. The addition of significant numbers of new taxpayers or an increase of property values outside the Area could in the future result in an environment favorable to the reduction of the County and/or City millage rates. The County and/or the City could determine that its millage rates should be reduced for other reasons as well. Any reduction in millage rates by the County or the City could reduce the amount of tax increment revenues payable by the County and/or the City which, in turn, could negatively impact the ability of the City to pay debt service on the Bonds.

## **LIABILITIES OF THE CITY**

### **General**

The City is exposed to various risks of loss related to theft of, damage to, and destruction of assets, errors and omissions, injuries to employees, and natural disasters. The City insures itself against these risks with various insurance policies. For a summary of insurance maintained by the City see Note 18 to the City's General Purpose Financial Statements set forth in in "APPENDIX B – Annual Comprehensive Financial Report of the City for the Fiscal Year Ended September 30, 2023" attached hereto.

The laws of the State provide that each city has waived sovereign immunity for liability in tort to the extent provided in Section 768.28, Florida Statutes. The City is therefore liable for tort claims in the same manner and, subject to limits stated below, to the same extent as a private individual under like circumstances, except that the City is not liable for punitive damages or interest for the period prior to judgment. Such legislation also limits the liability of a city to pay a judgment in excess of \$200,000 to any one person or in excess of \$300,000 because of any single incident or occurrence. Judgments in excess of \$200,000 and \$300,000 may be rendered, but may be paid from City funds only pursuant to further action of the Florida Legislature in the form of a "claims bill." Notwithstanding the foregoing, the City may agree, within the limits of insurance coverage provided, to settle a claim made or a judgment rendered against it without further action by the Florida Legislature, but the City will not be deemed to have waived any defense or sovereign immunity or to have increased the limits of its liability as a result of its obtaining insurance coverage for tortuous acts in excess of the \$200,000 or \$300,000 waiver provided by Florida Statutes.

### **Pension Plans and Other Post Employment Benefits**

The City maintains three separate single employer defined benefit retirement systems (General Employees, Police and Fire) covering full-time City employees. For the fiscal year ended September 30, 2023, the City contributed \$16,932,540, \$3,917,652 and \$9,423,740 to the General Employees, Fire and Police retirement systems, respectively. See Note 19 to the City's General Purpose Financial Statements set forth in APPENDIX B hereto for more information on the City's pension plans and how to obtain additional information on the City's plans.

The City contributes to a defined contribution plan (the "401a Plan"), established by City Ordinance for exempt management employees and employees not covered by a collective bargaining agreement who have waived membership in the General Employees' Retirement System, of which 90 have so chosen. The plan is administered by International City Management Association Retirement Corporation dba MissionSquare Retirement. The 401a Plan participants fully vest upon eligibility to participate. The City contributes to the 401a Plan account for participants at a rate which is approved by City Council. The total

City contribution to the 401a Plan for the fiscal year ended September 30, 2023 was \$2,495,5999 or 11% of covered payroll.

The City provides a medical benefits plan that it makes available to its retirees. See Note 21 to the City's General Purpose Financial Statements set forth in APPENDIX B hereto for more information regarding the post-retirement health benefits plan and the City's actuarial accrued liability thereunder.

### **INVESTMENT POLICIES**

The City's investments are presently under the day to day control of the Chief Financial Officer. The City Council has established formal investment policies governing the investment activity of the City and including all available funds in excess of the amounts needed to meet short-term expenses. The investment policies do not apply to pension funds, trust funds or funds related to the issuance of debt where there are other existing policies, bond resolutions or indentures in effect. The investment policies do not permit leveraging of investments.

### **FISCAL POLICIES**

The City has adopted a comprehensive series of fiscal policies, originally adopted in 1980 and thereafter amended from time to time, designed to establish guidelines for sound financial management concepts. As a result of such policies, the City has not entered into any interest rate swaps or other derivative transactions. The City does not plan to utilize interest rate swaps or enter into derivative transactions.

### **FINANCIAL STATEMENTS**

The general purpose financial statements of the City for the Fiscal Year ended September 30, 2023, included in APPENDIX B to this Official Statement, have been audited by Cherry Bekaert, LLP, Tampa, Florida, Independent Certified Public Accountants, whose report thereon also appears in APPENDIX B. Such financial statements, including the auditor's report, have been included in this Official Statement as public documents and Cherry Bekaert, LLP has not performed any procedures subsequent to the date of its report. The auditors have not performed any services related to, and therefore are not associated with, the preparation of this Official Statement.

### **TAX MATTERS**

#### **General**

The Code establishes certain requirements which must be met subsequent to the issuance of the Bonds in order that interest on the Bonds be and remain excluded from gross income for purposes of federal income taxation. Non-compliance may cause interest on the Bonds to be included in federal gross income retroactive to the date of issuance of the Bonds, regardless of the date on which such non-compliance occurs or is ascertained. These requirements include, but are not limited to, provisions which prescribe yield and other limits within which the proceeds of the Bonds and the other amounts are to be invested and require that certain investment earnings on the foregoing must be rebated on a periodic basis to the Treasury Department of the United States. The City has covenanted in the Bond Resolution with respect to the Bonds to comply with such requirements in order to maintain the exclusion from federal gross income of the interest on the Bonds.

In the opinion of Bond Counsel, assuming compliance with certain covenants, under existing laws, regulations, judicial decisions and rulings, interest on the Bonds is excluded from gross income for purposes of federal income taxation. Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax; however, interest on the Bonds may be included in the "adjusted financial

statement income" of certain "applicable corporations" that are subject to the 15-percent alternative minimum tax under section 55 of the Code.

Except as described above, Bond Counsel will express no opinion regarding other federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of Bonds. Prospective purchasers of Bonds should be aware that the ownership of Bonds may result in collateral federal income tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry Bonds; (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by fifteen percent (15%) of certain items, including interest on Bonds; (iii) the inclusion of interest on Bonds in earnings of certain foreign corporations doing business in the United States for purposes of the branch profits tax; (iv) the inclusion of interest on Bonds in passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year; and (v) the inclusion of interest on Bonds in "modified adjusted gross income" by recipients of certain Social Security and Railroad Retirement benefits for the purposes of determining whether such benefits are included in gross income for federal income tax purposes.

As to questions of fact material to the opinion of Bond Counsel, Bond Counsel will rely upon representations and covenants made on behalf of the City, certificates of appropriate officers and certificates of public officials (including certifications as to the use of proceeds of the Bonds and of the property financed or refinanced thereby), without undertaking to verify the same by independent investigation.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE BONDHOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

### **Information Reporting and Backup Withholding**

Interest paid on tax-exempt bonds such as the Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of Bonds, under certain circumstances, to "backup withholding" at the rate specified in the Code with respect to payments on the Bonds and proceeds from the sale of Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of Bonds. This withholding generally applies if the owner of Bonds (i) fails to furnish the payor such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

### **Other Tax Matters**

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Bonds. In some cases, these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the

market value of obligations similar to the Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Bonds and their market value. No assurance can be given that legislative proposals will not be enacted that would apply to, or have an adverse effect upon, the Bonds.

Prospective purchasers of the Bonds should consult their own tax advisors as to the tax consequences of owning the Bonds in their particular state or local jurisdiction and regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

### **Tax Treatment of Original Issue Discount**

Under the Code, the difference between the maturity amount of the Bonds maturing on [ ] (collectively, the "Discount Bonds"), and the initial offering price to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which price a substantial amount of the Discount Bonds of the same maturity and, if applicable, interest rate, was sold is "original issue discount." Original issue discount will accrue over the term of the Discount Bonds at a constant interest rate compounded periodically. A purchaser who acquires the Discount Bonds in the initial offering at a price equal to the initial offering price thereof to the public will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period he or she holds the Discount Bonds, and will increase his or her adjusted basis in the Discount Bonds by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or disposition of the Discount Bonds. The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of the Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Bondholders of the Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, redemption or other disposition of the Discount Bonds and with respect to the state and local tax consequences of owning and disposing of the Discount Bonds.

### **Tax Treatment of Bond Premium**

The difference between the principal amount of the Bonds maturing on [ ] (collectively, the "Premium Bonds"), and the initial offering price to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such Premium Bonds of the same maturity and, if applicable, interest rate, was sold constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each of the Premium Bonds, which ends on the earlier of the maturity or call date for each of the Premium Bonds which minimizes the yield on such Premium Bonds to the purchaser. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering is required to decrease such purchaser's adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. Bondholders of the Premium Bonds are advised that they should consult with their own tax advisors with respect to the state and local tax consequences of owning such Premium Bonds.

## **RATINGS**

Fitch Ratings and Moody's Investors Service have assigned to the Bonds a rating of "[ ]" ([ ] outlook) and "[ ]" ([ ] outlook) respectively. Generally, the rating agencies base their ratings on information and material so furnished and on investigations, studies and assumptions made by them. Such rating agencies may have obtained and considered information and material which has not been included in this Official Statement. The ratings reflect only the views of the rating agency and an explanation of the significance of such rating may be obtained from the respective rating agency. No assurance can be given that the rating will be maintained for any given period of time or that the rating may not be revised downward or withdrawn entirely by the rating agencies, if, in their judgment, circumstances warrant. Any such downward change in or withdrawal of the rating may have an adverse effect on the market price of the Bonds. Securities rating is not a recommendation to buy, sell or hold securities. The City has undertaken no responsibility after issuance of the Bonds to assure the maintenance of the rating or to oppose any such revision or withdrawal.

## **LITIGATION**

In the opinion of the Managing Assistant City Attorney or her designee, there is no litigation now pending or threatened (i) to restrain or enjoin the issuance or sale of the Bonds or (ii) questioning or affecting to her knowledge the validity of the Bonds, the Bond Resolution or the pledge of the Pledged Funds by the City or the proceedings for the authorization, sale, execution or delivery of the Bonds.

The City is involved in certain litigation and disputes incidental to its operations. Upon the basis of information presently available, the Managing Assistant City Attorney or her designee believes that there are substantial defenses to such litigation and disputes and that, in any event, any ultimate liability, in excess of available self-insurance revenues, resulting therefrom will not materially adversely affect the financial position or results of operations of the City.

## **VALIDATION**

The Bonds issued pursuant to the terms of the Bond Resolution have been validated by a judgment of the Circuit Court of the Sixth Judicial Circuit Court of Florida in and for Pinellas County, Florida, General Civil Division, rendered on [ ], 20[ ]. [The period of time during which an appeal can be taken from such judgement has expired without an appeal having been taken.]

## **CERTAIN LEGAL MATTERS**

Certain legal matters in connection with the issuance of the Bonds are subject to the approval of Bryant Miller Olive P.A., Tampa, Florida, Bond Counsel, whose approving opinion will be available at the time of delivery of the Bonds. The proposed form of Bond Counsel opinion is attached hereto as APPENDIX F and reference is made to such form of opinion for the complete text thereof. Certain legal matters will be passed upon for the City by Macall D. Dyer, Esq., Managing Assistant City Attorney, or her designee, and GrayRobinson, P.A., Tampa, Florida, Disclosure Counsel. Additionally, certain legal matters will be passed upon for the Underwriters by Nabors, Giblin & Nickerson, P.A., Tampa, Florida.

Bond Counsel has not been engaged to, nor has it undertaken to, review (1) the accuracy, completeness or sufficiency of this Official Statement or any other offering material relating to the Bonds; provided, however, that Bond Counsel will render an opinion relating to the accuracy of certain statements contained herein under the heading "TAX MATTERS" and certain statements which summarize provisions of the Bond Resolution and the Bonds, or (2) the compliance with any federal or state securities law with regard to the sale or distribution of the Bonds.

## DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Rule 69W-400.003, rules of Government Securities, promulgated by the Florida Department of Banking and Finance, division of Securities, under Section 517.051, Florida Statutes ("Rule 69W-400.003") requires that the City make a full and fair disclosure of any bonds or other debt obligations that it has issued or guaranteed and that are or have been in default as to principal or interest at any time after December 31, 1975 (including bonds or other debt obligations for which it has served only as a conduit issuer such as industrial development or private activity bonds issued on behalf of private businesses). Rule 69W-400.003 further provides that if the City in good faith believes that such disclosures would not be considered material by a reasonable investor, such disclosures may be omitted. The City is not, and has not since December 31, 1975, been in default as to principal and interest on bonds or other debt obligations for which ad valorem or non-ad valorem revenues of the City are pledged. Pursuant to Rule 69W-400.003, no investigation of possible defaults by conduit issuers of bonds was made by the City because such information is not considered to be material to a reasonable investor of Bonds as the City is not obligated to pay principal and/or interest on such bonds.

## UNDERWRITING

The Bonds are being purchased by BofA Securities, Inc., on behalf of themselves and Raymond James & Associates, Inc., as co-senior manager, and Samuel A. Ramirez & Co., Inc., Rice Financial Products Company, Siebert Williams Shank & Co., LLC, and Truist Securities, Inc., as co-managers (collectively, the "Underwriters"). The Underwriters have agreed to purchase the Bonds at an aggregate purchase price of \$[ ] (which represents the principal amount of the Bonds, less Underwriters' discount of \$[ ] plus/less a net original issue premium/discount of \$[ ]).

The Purchase Contract provides that the Underwriters will purchase all of the Bonds if any are purchased, and that their respective obligations are subject to the delivery of certain documents at or prior to delivery of the Bonds. The Bonds may be offered and sold to certain dealers (including dealers depositing such Bonds into investment trusts) at prices lower than such public offering prices, and such public offering prices may be changed, from time to time, by the Underwriters.

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage activities. Certain of the Underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various investment banking services for the City, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (which may include bank loans and/or credit default swaps) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the City.

The Underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

BofA Securities, Inc., an Underwriter of the Bonds, has entered into a distribution agreement with its affiliate Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPF&S"). As part of this arrangement,



BofA Securities, Inc. may distribute securities to MLPF&S, which may in turn distribute such securities to investors through the financial advisor network of MLPF&S. As part of this arrangement, BofA Securities, Inc. may compensate MLPF&S as a dealer for their selling efforts with respect to the Bonds.

A familial relationship exists between a professional of BofA Securities, Inc. and a professional of Bryant Miller Olive P.A. and both firms are participants in this transaction. Such Bryant Miller Olive P.A. professional did not directly or indirectly participate in the underwriting selection process conducted by the City.

Truist Securities, Inc. has entered into an agreement (the "Truist Distribution Agreement") with Truist Investment Services, Inc. ("TIS") for the retail distribution of certain municipal securities offerings, including the Bonds. Pursuant to the Truist Distribution Agreement, Truist Securities will share a portion of its underwriting compensation, as applicable, with respect to the Bonds with TIS. Each of Truist Securities and TIS is a subsidiary of Truist Financial Corporation.

Truist Securities is the trade name for the corporate and investment banking services of Truist Financial Corporation and its subsidiaries. Securities and strategic advisory services are provided by Truist Securities, Inc., member FINRA and SIPC. Lending, financial risk management, and treasury management and payment services are offered by Truist Bank. Deposit products are offered by Truist Bank, Member FDIC. In its normal course of business Truist Bank may currently, or in the future, provide credit, treasury management, or other commercial banking services to the City.

#### **ADVISORS AND CONSULTANTS**

The City has retained certain advisors and consultants in connection with the issuance of the Bonds. These advisors and consultants may be compensated from a portion of the proceeds of the Bonds, identified as "Costs of Issuance" under the heading "ESTIMATED SOURCES AND USES OF FUNDS" herein; and their compensation is, in some instances, contingent upon the issuance of the Bonds and the receipt of the proceeds thereof.

*Financial Advisor.* The City has retained PFM Financial Advisors LLC, Orlando, Florida, as Financial Advisor in connection with the authorization and issuance of the Bonds. While the Financial Advisor has participated in the preparation of portions of this Official Statement, it has not been engaged and is not obligated to undertake, and has not undertaken to make, an independent verification of the accuracy, completeness, or fairness of the information contained in this Official Statement.

*Bond Counsel.* Bryant Miller Olive P.A., Tampa, Florida, represents the City as Bond Counsel with respect to the issuance of the Bonds.

*Disclosure Counsel.* GrayRobinson, P.A., Tampa, Florida, represents the City as Special Disclosure Counsel with respect to the issuance of the Bonds. As Disclosure Counsel, GrayRobinson, P.A. is not obligated to undertake, and has not undertaken to make, an independent verification of the accuracy, completeness, or fairness of the information contained in the Official Statement.

Additionally, certain legal matters will be passed upon for the Underwriters by Nabors, Giblin & Nickerson, P.A., Tampa, Florida.

#### **CONTINUING DISCLOSURE**

The City has covenanted for the benefit of Bondholders to provide certain financial information and operating data relating to the City and the Bonds in each year (the "Annual Report"), and to provide notices of the occurrence of certain enumerated material events. Such covenant shall only apply so long as

the Bonds remain outstanding under the Bond Resolution. The covenant shall also cease upon the termination of the continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12(b)(5) (the "Rule") by legislative, judicial or administrative action. The Annual Report will be filed by the City as required with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System ("EMMA").

The City has retained Digital Assurance Certification, L.L.C. ("DAC") as its dissemination agent. The specific nature of the information to be contained in the Annual Report and the notices of material events are described in "APPENDIX E: Form of Disclosure Dissemination Agent Agreement," which shall be executed by the City and DAC at the time of issuance of the Bonds. These covenants have been made in order to assist the Underwriters in complying with the Rule.

With respect to the Bonds, no party other than the City is obligated to provide, nor is expected to provide, any continuing disclosure information with respect to the Rule. With respect to prior continuing disclosure undertakings, the City failed to timely file notice of incurrence of a financial obligation relating to its Public Utility Subordinate Lien Bond Anticipation Note, Series 2024 dated March 8, 2024. The City cured such failure on August 12, 2024. [CONDUCTING FILING COMPLIANCE REVIEW.]

### **FORWARD-LOOKING STATEMENTS**

This Official Statement contains certain "forward-looking statements" concerning the City's operations, performance and financial condition, including its future economic performance, plans and objectives and the likelihood of success in developing and expanding. These statements are based upon a number of assumptions and estimates which are subject to significant uncertainties, many of which are beyond the control of the City. The words "may," "would," "could," "will," "expect," "anticipate," "believe," "intend," "plan," "estimate" and similar expressions are meant to identify these forward-looking statements. Actual results may differ materially from those expressed or implied by these forward-looking statements.

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## MISCELLANEOUS

The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Bonds, the security for the payment of the Bonds, and the rights and obligations of Holders thereof.

The information contained in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Official Statement nor any statement which may have been made verbally or in writing is to be construed as a contract with the Holders of the Bonds.

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The execution and delivery of this Official Statement by its Mayor and its Chief Financial Officer have been duly authorized by the City Council.

**CITY OF ST. PETERSBURG, FLORIDA**

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Kenneth T. Welch  
Mayor

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Erika Langhans  
Chief Financial Officer

## **APPENDIX A**

### **General Description of the City and Selected Statistics**

**APPENDIX B**

**General Purpose Financial Statements**

**APPENDIX C**

**Form of the Bond Resolution**

**APPENDIX D**

**Form of Proposed Bond Counsel Opinion**



**APPENDIX E**

**Form of Disclosure Dissemination Agent Agreement**

**APPENDIX F**

**DTC Information**

## **Book-Entry Only System**

*The information under this caption concerning The Depository Trust Company, New York, New York ("DTC") and DTC's book entry system has been obtained from DTC and the City makes no representation or warranty or takes any responsibility for the accuracy or completeness of such information.*

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Bonds and deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants (the "Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions, in deposited securities, through electronic computerized book entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants" and together with Direct Participants, the "DTC Participants"). DTC has a S&P rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond (the "Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial

Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond Resolution. For example, Beneficial Owners of the Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Bond Registrar and request that copies of the notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of a maturity of the Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by DTC Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such DTC Participant and not of DTC, the Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bonds are required to be printed and delivered.

The City may, pursuant to the procedures of DTC, decide to discontinue use of the system of book entry-only transfers through DTC (or a successor securities depository). In that event, the Bonds will be printed and delivered to DTC.

SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE BONDS, AS NOMINEE OF DTC, REFERENCES HEREIN TO THE HOLDER OF THE BONDS OR REGISTERED OWNERS OF THE BONDS SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE BONDS.

The City can make no assurances that DTC will distribute payments of principal of, redemption premium, if any, or interest on the Bonds to the Direct Participants, or that Direct and Indirect Participants will distribute payments of principal of, redemption price, if any, or interest on the Bonds or redemption notices to the Beneficial Owners of such Bonds or that they will do so on a timely basis, or that DTC or any of its Participants will act in a manner described in this Official Statement. The City is not responsible or liable for the failure of DTC to make any payment to any Direct Participant or failure of any Direct or Indirect Participant to give any notice or make any payment to a Beneficial Owner in respect to the Bonds or any error or delay relating thereto.

The rights of holders of beneficial interests in the Bonds and the manner of transferring or pledging those interests is subject to applicable state law. Holders of beneficial interests in the Bonds may want to discuss the manner of transferring or pledging their interest in the Bonds with their legal advisors.

For every transfer of ownership interests in the Bonds, the Beneficial Owner may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

**EXHIBIT C**

**FORM OF CONTINUING DISCLOSURE AGREEMENT**

## **DISCLOSURE DISSEMINATION AGENT AGREEMENT**

This Disclosure Dissemination Agent Agreement (the "Disclosure Agreement"), dated as of \_\_\_\_\_, 2024, is executed and delivered by City of St. Petersburg, Florida (the "Issuer") and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the "Disclosure Dissemination Agent" or "DAC") for the benefit of the Holders (hereinafter defined) of the Bonds (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the "Rule").

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute "advice" within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer's behalf regarding the "issuance of municipal securities" or any "municipal financial product" as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meanings assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

"Annual Report" means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

"Annual Filing Date" means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the MSRB.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

"Audited Financial Statements" means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

"Bonds" means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

"Certification" means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

"Disclosure Representative" means Erika Langhans, Chief Financial Officer, or her designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent

from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

"Disclosure Dissemination Agent" means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

"Failure to File Event" means the Issuer's failure to file an Annual Report on or before the Annual Filing Date.

"Financial Obligation" means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of an obligation or instrument described in either clause (a) or (b). Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Force Majeure Event" means: (i) acts of God, war, or terrorist action; (ii) failure or shutdown of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent's reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

"Holder" means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

"Information" means, collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

"MSRB" means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

"Notice Event" means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 4(a) of this Disclosure Agreement.

"Obligated Person" means any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on Exhibit A.

"Official Statement" means that Official Statement prepared by the Issuer in connection with the Bonds, as listed on Appendix A.



"Voluntary Event Disclosure" means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(11) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

"Voluntary Financial Disclosure" means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than April 30 commencing with the report for the 2024 fiscal year. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Failure to File Event has occurred and to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certification, together with a copy for the trustee (if any), for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

(i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;

- (ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;
- (iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;
- (iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:
  - 1. "Principal and interest payment delinquencies;"
  - 2. "Non-Payment related defaults, if material;"
  - 3. "Unscheduled draws on debt service reserves reflecting financial difficulties;"
  - 4. "Unscheduled draws on credit enhancements reflecting financial difficulties;"
  - 5. "Substitution of credit or liquidity providers, or their failure to perform;"
  - 6. "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
  - 7. "Modifications to rights of securities holders, if material;"
  - 8. "Bond calls, if material;"
  - 9. "Defeasances;"
  - 10. "Release, substitution, or sale of property securing repayment of the securities, if material;"
  - 11. "Rating changes;"
  - 12. "Tender offers;"
  - 13. "Bankruptcy, insolvency, receivership or similar event of the obligated person;"
  - 14. "Merger, consolidation, or acquisition of the obligated person, if material;"
  - 15. "Appointment of a successor or additional trustee, or the change of name of a trustee, if material;"

16. "Incurrence of a financial obligation of the Issuer or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer or Obligated Person, any of which affect security holders, if material;" and
  17. "Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the Issuer or Obligated Person, any of which reflect financial difficulties."
- (v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as "Failure to provide annual financial information as required" when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;
- (vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:
1. "amendment to continuing disclosure undertaking;"
  2. "change in obligated person;"
  3. "notice to investors pursuant to bond documents;"
  4. "certain communications from the Internal Revenue Service;"
  5. "secondary market purchases;"
  6. "bid for auction rate or other securities;"
  7. "capital or other financing plan;"
  8. "litigation/enforcement action;"
  9. "change of tender agent, remarketing agent, or other on-going party;"
  10. "derivative or other similar transaction;" and
  11. "other event-based disclosures;"
- (vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b)

(being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. "quarterly/monthly financial information;"
2. "change in fiscal year/timing of annual disclosure;"
3. "change in accounting standard;"
4. "interim/additional financial information/operating data;"
5. "budget;"
6. "investment/debt/financial policy;"
7. "information provided to rating agency, credit/liquidity provider or other third party;"
8. "consultant reports;" and
9. "other financial/operating data."

(viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent, trustee (if any) and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(g) Any Information received by the Disclosure Dissemination Agent before 6:00 p.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

### SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including an update of the following financial information and operating data in the same format as in the Official Statement which are in tabular form:

1. Historical Non-Ad Valorem Revenues; and
2. Governmental Funds Revenues and Expenses.

Relating to information to be provided to the MSRB, the information provided under Section 4(a) may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to the MSRB or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

(b) Audited Financial Statements prepared in accordance with generally accepted auditing standards applicable to municipalities as described in the Official Statement will be included in the Annual Report. If audited financial statements are not available, then, unaudited financial statements, prepared in accordance with generally accepted auditing standards applicable as described in the Official Statement will be included in the Annual Report. Audited Financial Statements (if any) will be provided pursuant to Section 2(d).

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Issuer is an "obligated person" (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer will clearly identify each such document so incorporated by reference.

Any Annual Financial Information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

#### SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Bonds constitutes a Notice Event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of Bond holders, if material;
8. Bond calls, if material, and tender offers;

9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

**Note to subsection (a)(12) of this Section 4:** For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the Issuer or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or Obligated Person, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the Issuer or Obligated Person, any of which reflect financial difficulties.

The Issuer shall, in a timely manner not in excess of ten business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the

Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Bonds and the 9-digit CUSIP numbers for the Bonds as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, as amended, may apply to the Issuer, and that the duties and responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement do not extend to providing legal advice regarding such laws. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Filing.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the trustee (if any), replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure



Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) In the event that any action is instituted against the Issuer for failure to comply with the reporting requirements set forth in this Disclosure Agreement and in such same action DAC is also named as a party, DAC may consult with external legal counsel of its own choosing, with the consent of the Issuer which consent shall not be unreasonably withheld. Such request for consent of the Issuer shall also set forth the maximum not to exceed fees of such counsel. The Issuer shall not be required to pay or reimburse DAC or any legal counsel for any attorneys' fees except to the extent mutually agreed upon in writing by the City and DAC as part of such consent.

The obligations of the Issuer as to any funding required pursuant to the foregoing shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential Issuer city services have been budgeted and appropriated, sufficient monies for the funding that is required during that fiscal year. Notwithstanding the foregoing, the Issuer shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations previously or hereafter incurred, which pledge shall be prior and superior to any obligations of the Issuer pursuant to this Disclosure Agreement.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination

Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the trustee (if any) of the Bonds, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Florida (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Balance of page intentionally left blank.]

The Disclosure Dissemination Agent and the Issuer have caused this Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C., as  
Disclosure Dissemination Agent

By: \_\_\_\_\_  
Name: Shana Blanchard  
Title: Senior Vice President

CITY OF ST. PETERSBURG, FLORIDA  
as Issuer

By: \_\_\_\_\_  
Name: Kenneth T. Welch  
Title: Mayor

ATTEST:

\_\_\_\_\_  
Name: Chandrasaha Srinivasa  
Title: City Clerk

APPROVED AS TO FORM  
AND CORRECTNESS

\_\_\_\_\_  
Name: Macall D. Dyer  
Title: Managing Assistant City Attorney

**EXHIBIT A**

**NAME AND CUSIP NUMBERS OF BONDS**

Name of Issuer City of St. Petersburg, Florida  
Obligated Person(s) City of St. Petersburg, Florida  
Name of Bond Issue: Non-Ad Valorem Revenue Bonds, Series 2024C (HGPD Infrastructure Project)  
Date of Issuance: [\_\_\_\_], 2024  
Date of Official Statement [\_\_\_\_], 2024

CUSIP Number: \_\_\_\_\_  
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**EXHIBIT B**

**NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT**

Issuer: City of St. Petersburg, Florida

Obligated Person: City of St. Petersburg, Florida

Name(s) of Bond Issue(s): Non-Ad Valorem Revenue Bonds, Series 2024C (HGPD Infrastructure Project)

Date(s) of Issuance: [\_\_\_\_], 2024

Date(s) of Disclosure Agreement: [\_\_\_\_], 2024

CUSIP Number: \_\_\_\_\_

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Agreement between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. [The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by \_\_\_\_\_.]

Dated: \_\_\_\_\_

Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent, on behalf of the Issuer

cc: Issuer  
Obligated Person

\_\_\_\_\_

**EXHIBIT C-1  
EVENT NOTICE COVER SHEET**

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

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Issuer's Six-Digit CUSIP Number:

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or Nine-Digit CUSIP Number(s) of the bonds to which this event notice relates:

---

Number of pages attached: \_\_\_\_\_

\_\_\_\_\_ Description of Notice Events (Check One):

1. \_\_\_\_\_ "Principal and interest payment delinquencies;"
2. \_\_\_\_\_ "Non-Payment related defaults, if material;"
3. \_\_\_\_\_ "Unscheduled draws on debt service reserves reflecting financial difficulties;"
4. \_\_\_\_\_ "Unscheduled draws on credit enhancements reflecting financial difficulties;"
5. \_\_\_\_\_ "Substitution of credit or liquidity providers, or their failure to perform,"
6. \_\_\_\_\_ "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7. \_\_\_\_\_ "Modifications to rights of securities holders, if material;"
8. \_\_\_\_\_ "Bond calls, if material;"
9. \_\_\_\_\_ "Defeasances;"
10. \_\_\_\_\_ "Release, substitution, or sale of property securing repayment of the securities, if material;"
11. \_\_\_\_\_ "Rating changes;"
12. \_\_\_\_\_ "Tender offers;"
13. \_\_\_\_\_ "Bankruptcy, insolvency, receivership or similar event of the obligated person;"
14. \_\_\_\_\_ "Merger, consolidation, or acquisition of the obligated person, if material;"
15. \_\_\_\_\_ "Appointment of a successor or additional trustee, or the change of name of a trustee, if material;"
16. \_\_\_\_\_ "Incurrence of a financial obligation of the Issuer or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer or Obligated Person, any of which affect security holders, if material;"
17. \_\_\_\_\_ "Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the Issuer or Obligated Person, any of which reflect financial difficulties."

\_\_\_\_\_ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Digital Assurance Certification, L.L.C.  
315 East Robinson Street  
Suite 300  
Orlando, FL 32801  
407-515-1100

Date: \_\_\_\_\_

**EXHIBIT C-2  
VOLUNTARY EVENT DISCLOSURE COVER SHEET**

This cover sheet and accompanying "voluntary event disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of [\_\_\_\_\_], 2024 between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

\_\_\_\_\_  
Issuer's Six-Digit CUSIP Number:

\_\_\_\_\_  
\_\_\_\_\_

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

\_\_\_\_\_  
Number of pages attached: \_\_\_\_\_

\_\_\_\_\_ Description of Voluntary Event Disclosure (Check One):

1. \_\_\_\_\_ "amendment to continuing disclosure undertaking;"
2. \_\_\_\_\_ "change in obligated person;"
3. \_\_\_\_\_ "notice to investors pursuant to bond documents;"
4. \_\_\_\_\_ "certain communications from the Internal Revenue Service;"
5. \_\_\_\_\_ "secondary market purchases;"
6. \_\_\_\_\_ "bid for auction rate or other securities;"
7. \_\_\_\_\_ "capital or other financing plan;"
8. \_\_\_\_\_ "litigation/enforcement action;"
9. \_\_\_\_\_ "change of tender agent, remarketing agent, or other on-going party;"
10. \_\_\_\_\_ "derivative or other similar transaction;" and
11. \_\_\_\_\_ "other event-based disclosures."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

\_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

Digital Assurance Certification, L.L.C.  
315 East Robinson Street  
Suite 300  
Orlando, FL 32801  
407-515-1100

Date: \_\_\_\_\_



**EXHIBIT C-3  
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET**

This cover sheet and accompanying "voluntary financial disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of [\_\_\_\_\_], 2024 between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

\_\_\_\_\_  
Issuer's Six-Digit CUSIP Number:

\_\_\_\_\_  
\_\_\_\_\_

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

\_\_\_\_\_  
Number of pages attached: \_\_\_\_\_

\_\_\_\_\_ Description of Voluntary Financial Disclosure (Check One):

1. \_\_\_\_\_ "quarterly/monthly financial information;"
2. \_\_\_\_\_ "change in fiscal year/timing of annual disclosure;"
3. \_\_\_\_\_ "change in accounting standard;"
4. \_\_\_\_\_ "interim/additional financial information/operating data;"
5. \_\_\_\_\_ "budget"
6. \_\_\_\_\_ "investment/debt/financial policy;"
7. \_\_\_\_\_ "information provided to rating agency, credit/liquidity provider or other third party;"
8. \_\_\_\_\_ "consultant reports;" and
9. \_\_\_\_\_ "other financial/operating data."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

\_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

Digital Assurance Certification, L.L.C.  
315 East Robinson Street  
Suite 300  
Orlando, FL 32801  
407-515-1100

Date: \_\_\_\_\_

**EXHIBIT D**

**FORM OF PAYING AGENT AND REGISTRAR AGREEMENT**

## **PAYING AGENT AND REGISTRAR AGREEMENT**

THIS PAYING AGENT AND REGISTRAR AGREEMENT (this "Agreement"), is made as of \_\_\_\_\_, 20\_\_ ("Effective Date") by and between the CITY OF ST. PETERSBURG, FLORIDA (the "Issuer"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION ("Bank"), as Paying Agent and Bond Registrar.

### **RECITALS**

WHEREAS, the Issuer, by the Bond Resolution, has designated the Bank as Bond Registrar and Paying Agent for its \$ \_\_\_\_\_ Non-Ad Valorem Revenue Bonds, Series 2024C (HGPD Infrastructure Project) (the "Bonds") to be issued as fully registered bonds without coupons; and

WHEREAS the Issuer will ensure all things necessary to make the Bonds the valid obligations of the Issuer, in accordance with their terms, will be done upon the issuance and delivery thereof; and

WHEREAS the Issuer and the Bank wish to provide the terms under which Bank will act as Paying Agent to pay the principal, redemption premium (if any) and interest on the Bonds, in accordance with the terms thereof, and under which the Bank will act as Bond Registrar for the Bonds; and

WHEREAS the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent and Bond Registrar for the Bonds; and

WHEREAS the Issuer has duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement a valid agreement have been done.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into this Agreement, and the mutual covenants and agreements herein contained, the Issuer and the Bank agree as follows:

### **ARTICLE ONE**

#### **DEFINITIONS**

Section 1.01. Definitions. Capitalized terms used in this Agreement have the meaning set forth below or within the individual sections, Preamble or Recitals of this Agreement. All capitalized undefined terms shall have the same meanings as set forth in the Bond Resolution.

"Bond Register" means the book or books of registration kept by the Bank in which are maintained the names and addresses and principal amounts registered to each Holder.

"Bond Registrar" means the Bank (or its successors or assigns) when it is performing the function of registrar for the Bonds.

"Bond Resolution" means Resolution No. 2024-297 adopted by the City Council of the Issuer on July 18, 2024, as amended and supplemented from time to time, as particularly supplemented by Resolution No. 2024-\_\_\_\_ adopted by the City Council of the Issuer on \_\_\_\_\_, 2024.

"Paying Agent" means the Bank (or its successors or assigns) when it is performing the function of paying agent for the Bonds.

"Person" means an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization or governmental entity.

"Stated Maturity" when used with respect to any Bond means the date specified in the Bond as the date on which the principal of such Bond is due and payable.

## **ARTICLE TWO**

### **APPOINTMENT OF BANK AS PAYING AGENT AND BOND REGISTRAR**

Section 2.01. Appointment and Acceptance. The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Bonds, to pay to the Holders in accordance with the terms and provisions of this Agreement the principal of, redemption premium (if any), and interest on all or any of the Bonds.

The Issuer hereby appoints the Bank as Bond Registrar with respect to the Bonds. As Bond Registrar, the Bank shall keep and maintain for and on behalf of the Issuer, books and records as to the ownership of the Bonds and with respect to the transfer and exchange thereof as set forth in this Agreement.

The Bank hereby accepts its appointment, and agrees to act as Paying Agent and Bond Registrar.

Section 2.02. Compensation. As compensation for the Bank's services as Paying Agent and Bond Registrar, the Issuer hereby agrees to pay a one-time upfront fee of \$\_\_\_\_ on the Effective Date. In addition, the Issuer agrees to reimburse the Bank, upon its request, for all reasonable out-of-pocket expenses actually incurred, provided that the Bank shall receive prior written approval from the Issuer before incurring any expenses in excess of \$\_\_\_\_ annually.

## **ARTICLE THREE**

### **PAYING AGENT**

Section 3.01. Duties of Paying Agent. As Paying Agent, the Bank, provided sufficient collected funds have been deposited for such purpose by or on behalf of the Issuer in the account designated by the Bank hereunder (the "Account"), shall pay on behalf of the Issuer the principal

of, redemption premium (if any) and interest on each Bond in accordance with the provisions of the Bond. The Bank has no obligation to draw upon any account or pursuant to any letter of credit, insurance policy or other agreement or take any other action to assist the Issuer to comply with its obligations except to the extent expressly set forth in this Agreement.

Section 3.02. Payment Dates. The Issuer hereby instructs the Bank to pay the principal of, redemption premium (if any) and interest on the Bonds on the dates specified in the Bonds, from the Account to the extent such amounts are on deposit in the Account. The Bank shall not be required to pay interest on any funds of the Issuer for any period during which such funds are held by the Bank awaiting the presentation of the Bonds for payment.

Section 3.03 Receipt of Funds. The Issuer shall deposit or cause to be deposited with the Bank sufficient funds from the funds pledged for the payment of the Bonds under the Bond Resolution to pay when due and payable the principal of, redemption premium (if any) and interest on the Bonds as follows: (1) payment by check must be received by the Paying Agent at least 5 business days prior to each \_\_\_\_\_ 1 and \_\_\_\_\_ 1 of each year the Bonds are outstanding or (2) payment by wire must be received by Paying Agent no later than 11:00 AM EST on each \_\_\_\_\_ 1 and \_\_\_\_\_ 1 of each year the Bonds are outstanding.

## **ARTICLE FOUR**

### **BOND REGISTRAR**

Section 4.01. Initial Delivery of Bonds. The Bonds will be initially registered and delivered to the purchaser designated by the Issuer as one Bond for each maturity of each Series. If such purchaser delivers a written request to the Bank not later than five business days prior to the date of initial delivery, the Bank will, on the date of initial delivery, deliver Bonds of authorized denominations, registered in accordance with the instructions in such written request.

Section 4.02. Duties of Bond Registrar. The Bank shall provide for the proper registration of transfer, exchange and replacement of the Bonds. Every Bond surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an eligible guarantor institution, in form acceptable to the Bank, duly executed by the Holder thereof or such Holder's agent. The Bond Registrar may request any supporting documentation it deems necessary or appropriate to effect a re-registration.

Section 4.03. Unauthenticated Bonds. The Issuer shall provide to the Bank on a continuing basis, an adequate inventory of unauthenticated Bonds to facilitate transfers. The Bank agrees that it will maintain such unauthenticated Bonds in safekeeping.

Section 4.04. Form of Bond Register. The Bank as Bond Registrar will maintain its records as Bond Registrar in accordance with the Bank's general practices and procedures in effect from time to time.

Section 4.06. Cancelled Bonds. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Bank, shall be promptly cancelled by it and, if

surrendered to the Issuer, shall be delivered to the Bank and, if not already cancelled, shall be promptly cancelled by the Bank. The Issuer may at any time deliver to the Bank for cancellation any Bonds previously authenticated and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Bank. All cancelled Bonds shall be held by the Bank for its retention period then in effect and shall thereafter be destroyed and evidence of such destruction furnished to the Issuer upon its written request.

Section 4.07. Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Bank shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Bank in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing by the owner with the Bank of evidence satisfactory to the Bank that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Bank of an appropriate bond of indemnity in form, substance and amount as may be required by law and as is otherwise satisfactory to the Bank. All Bonds so surrendered to the Bank shall be canceled by it and evidence of such cancellation shall be given to the Issuer. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment, provided that the owner shall first provide the Bank with a bond of indemnity as set forth above.

## **ARTICLE FIVE**

### **THE BANK**

Section 5.01. Duties of Bank. The Bank undertakes to perform the duties set forth herein, each of which is ministerial and non-fiduciary in nature. No implied duties or obligations shall be read into this Agreement against the Bank. The Bank hereby agrees to use the funds deposited with it for payment of the principal of, redemption premium (if any) and interest on the Bonds to pay the same as it shall become due and further agrees to establish and maintain such accounts and funds as may be required for the Bank to function as Paying Agent.

Section 5.02. Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions expressed therein, on certificates or opinions furnished to the Bank by the Issuer.

(b) The Bank shall not be liable for any error of judgment made in good faith. The Bank shall not be liable for other than its negligence or willful misconduct in connection with any act or omission hereunder.

(c) No provision of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(d) The Bank may rely, or be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Bank need not examine the ownership of any Bond, but shall be protected in acting upon receipt of Bonds containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or agent of the Holder.

(e) The Bank may consult with counsel, and the written advice or opinion of counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys and shall not be liable for the actions of such agent or attorney if appointed by it with due care.

Section 5.03. Recitals of Issuer. The recitals contained in the Bonds shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

Section 5.04. May Own Bonds; Other Transactions. The Bank, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent and Bond Registrar for the Bonds. The Bank may engage in or be interested in any financial or other transaction with the Issuer, any Bond owner or any other Person.

Section 5.05. Money Held by Bank. Money held by the Bank hereunder need not be segregated from other funds. The Bank shall have no duties with respect to investment of funds deposited with it and shall be under no obligation to pay interest on any money received by it hereunder. Any money deposited with or otherwise held by the Bank for the payment of the principal, redemption premium (if any) or interest on any Bond and remaining unclaimed, by the Holder (or by the Issuer (which claim by the Issuer shall be made in writing) after maturity and prior to escheatment) will be escheated pursuant to the applicable state law. If funds are returned to the Issuer, the Issuer and the Bank agree that the Holder of such Bond shall thereafter look only to the Issuer for payment thereof, and that all liability of the Bank with respect to such moneys shall thereupon cease.

Section 5.06. Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its Person as well as funds on deposit, in a court of competent jurisdiction. The Issuer and the Bank further agree that the Bank has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any Person claiming any interest herein.

## ARTICLE SIX

### MISCELLANEOUS PROVISIONS

Section 6.01. Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, provided that if the Bank consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including the escrow contemplated by this Agreement) to another entity, (1) the Bank shall notify the Issuer, including the name and address of the successor or transferee entity, in accordance with Section 6.03 hereof, and (2) the successor or transferee entity without any further act will be the successor Paying Agent and Bond Registrar.

Section 6.03. Notices. Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed, faxed, sent pdf or delivered to the Issuer or the Bank, respectively, at the address shown below, or such other address as may have been given by one party to the other by fifteen (15) days written notice:

If to the Issuer:

City of St. Petersburg City Hall  
175 5th Street North  
St. Petersburg, Florida 33701  
Attn: Chief Financial Officer

If to the Bank:

U.S. Bank Trust Company, National Association  
One Federal Street  
Boston, Massachusetts 02110  
Attn: Global Corporate Trust

Section 6.04 Electronic Transmission; Electronic Signatures. The Issuer and the Bank shall utilize a secure web portal or email encryption service used by the Bank for electronic transmission of any notice, instruction, document or other communication hereunder. The Bank shall not have any duty to confirm that the person sending any notice, instruction, document or other communication (a "Notice") by electronic transmission (including by e-mail, facsimile transmission, web portal or other electronic methods) is, in fact, a person authorized to do so. Electronic signatures believed by the Bank to comply with the ESIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider acceptable to the Bank) shall be deemed original signatures for all purposes. Issuer assumes all risks arising out of the use of electronic signatures and electronic methods to send Notices to the Bank, including without limitation the risk of the Bank acting on an unauthorized Notice, and the risk of interception or misuse by third parties.



Section 6.05. Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.06. Successors and Assigns. All covenants and agreements herein by the Issuer and the Bank shall bind their successors and assigns, whether so expressed or not.

Section 6.07. Severability. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 6.08. Benefits of Agreement. Except with respect to the Indemnified Parties, this Agreement is intended to be for the benefit of or to be enforceable by only the Issuer and the Bank, and no third party shall be entitled to claim that it is a third party beneficiary hereof.

Section 6.09. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent and Bond Registrar.

Section 6.10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11. Term and Termination. This Agreement shall be effective on the Effective Date and the term hereof shall continue until the Bank resigns; provided, however, that no such termination shall be effective until a successor has been appointed and has accepted the duties of the Bank hereunder.

The Bank may resign at any time by giving written notice thereof to the Issuer. If the Bank shall resign, or become incapable of acting, the Issuer shall promptly appoint a successor Paying Agent and Bond Registrar. If an instrument of acceptance by a successor Paying Agent and Bond Registrar shall not have been delivered to the Bank within ninety 90 days after the Bank gives notice of resignation, the Bank may petition any court of competent jurisdiction at the expense of the Issuer for the appointment of a successor Paying Agent and Bond Registrar. In the event of resignation of the Bank as Paying Agent and Bond Registrar, upon the written request of the Issuer and upon payment of all amounts owing to the Bank hereunder the Bank shall deliver to the Issuer or its designee all funds in the Account and unauthenticated Bonds and a copy of the Bond Register. The provisions of Section 2.02 and Section 5.07 hereof shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.12. Governing Law. This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Florida.

Section 6.13. Documents to be delivered to Bank. At the time of the Bank's appointment as Paying Agent and Bond Registrar, the Issuer shall deliver to the Bank the following documents: (a) a specimen Bond; (b) a copy of the opinion of Bond Counsel provided to the Issuer in connection with the issuance of the Bonds; and (c) such other information that the Bank may reasonably request.

Section 6.14. Patriot Act Compliance. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each Person who opens an account. For a non-individual Person such as a business entity, a charity, a trust or other legal entity, the Bank will ask for documentation to verify its formation and existence as a legal entity. The Bank may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

Section 6.15. Non-appropriation. The obligations of the Issuer as to funding for any cost and expenses 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 Issuer services have been budgeted and appropriated, sufficient monies for the funding that is required during that year.

Section 6.16. Books and Records; Right to Audit. The Bank will retain all records relating to this Agreement for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies. All records will be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, the Issuer reserves the right to examine and/or audit such records.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Issuer and the Bank have caused this Agreement to be executed in their respective names by their duly authorized representatives, in two counterparts, each of which shall be deemed an original.

CITY OF ST. PETERSBURG, FLORIDA

(SEAL)

By: \_\_\_\_\_  
Name: Kenneth T. Welch  
Title: Mayor

ATTEST:

By: \_\_\_\_\_  
Name: Chan Srinivasa  
Title: City Clerk

Approved as to form and correctness:

By: \_\_\_\_\_  
Name: Macall D. Dyer  
Title: Managing Assistant City Attorney

[Signature page to Paying Agent and Registrar Agreement  
between City of St. Petersburg, Florida and U.S. Bank Trust Company, National Association]

U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION

By: \_\_\_\_\_

Name: James Loring

Title: Vice President

[Signature page to Paying Agent and Registrar Agreement  
between City of St. Petersburg, Florida and U.S. Bank Trust Company, National Association]

**EXHIBIT E**  
**FORM OF DISBURSEMENT AGREEMENT**

**DISBURSEMENT AGREEMENT**

**by and among**

**HINES HISTORIC GAS PLANT DISTRICT PARTNERSHIP,  
CITY OF ST. PETERSBURG, FLORIDA**

**and**

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**

**Dated as of \_\_\_\_\_, 2024**

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## DISBURSEMENT AGREEMENT

This DISBURSEMENT AGREEMENT (this “Agreement”) is entered into as of \_\_\_\_\_, 2024 (the “Effective Date”), by and among (i) City of St. Petersburg, Florida, a municipal corporation of the State of Florida (the “City”), (ii) Hines Historic Gas Plant District Partnership, a joint venture (the “Developer”) and (iii) U.S. Bank Trust Company, National Association, a national banking association, not individually but solely as disbursement agent hereunder (together with its successors and assigns in such capacity, the “Disbursement Agent”) (each, a “Party” and collectively, the “Parties”).

### RECITALS

A. The Historic Gas Plant District consists of approximately 65 acres in the City (the “Property”) adjacent to land to be used for a new ballpark and related parking facilities for the Tampa Bay Rays.

B. The City and the Developer have entered into that certain HGP Redevelopment Agreement (the “Redevelopment Agreement”) dated as of July 31, 2024 to plan the redevelopment of the Property and redevelop, or cause to be redeveloped, portions thereof pursuant to the terms of the Redevelopment Agreement.

C. The Redevelopment Agreement requires the City to pay a specified amount for certain Eligible Infrastructure Costs by depositing certain funds in the City Account with the Disbursement Agent under the terms of this Agreement.

D. The City and the Developer have elected to retain the Disbursement Agent to administer the City Account, which account is required to be established pursuant to the Redevelopment Agreement.

E. The City desires to establish certain subaccounts under the City Account to accept, hold, and disburse the Deposits, and earnings thereon, all in accordance with the terms of this Agreement.

F. The Disbursement Agent has agreed to establish the City Account and Subaccounts therein and to accept, hold, track, and disburse the Deposits and the earnings thereon in accordance with the terms of this Agreement.

**NOW THEREFORE**, in consideration of the foregoing Recitals, which are hereby incorporated into this Agreement, and the mutual promises, undertakings, and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, for themselves and their successors and assigns, hereby agree as follows:

1. Establishment of and Deposits to City Account.

1.1 Grant and Establishment of City Account. The City and the Developer hereby affirm the establishment of the City Account and the appointment of the Disbursement Agent to serve as initial disbursement agent of the City Account.

1.2 Rights of City and Disbursement Agent. All rights, title, and interest in the Deposits and income thereon shall remain the property of the City but subject to the terms of this Agreement for disbursement from the City Account as set forth below.

1.3 Acknowledgment of Disbursement Agent. The Disbursement Agent hereby confirms and agrees that, until the City Account is closed pursuant to the terms of this Agreement, it will hold the Deposit and all earnings thereon as disbursement agent for the City pursuant to the terms, conditions, and provisions hereof.

1.4 Contributions to Fund the City Account. The City Contribution Account shall be funded as provided in Section 3.2 hereof.

1.5 Beneficiaries. The City and the Developer shall be the sole beneficiaries of the Custodial Funds (individually, a “Beneficiary,” and collectively, the “Beneficiaries”) and in such manner derive the benefit of the assets and income held herein, pursuant to the provisions of this Agreement. The City shall be the beneficial owner of the City Account’s assets and income and all Subaccounts therein.

1.6 Name. The City Account established pursuant to this Agreement shall be named and administered as the “HGP City Account” and so designated on the books and records of the Disbursement Agent.

1.7 Formation of City Account. The City Account is hereby confirmed to be formed under and pursuant to Florida law and this Agreement.

1.8 Name for Agreements; Principal Office Address of Disbursement Agent. The City Account activities and functions shall be conducted in the name specified in Section 1.6 hereof, in which name the City Account, or the Disbursement Agent on behalf of the City Account, shall enter into documents, contracts, investments, and agreements with respect to the transactions contemplated hereby, including all documents, contracts, and agreements establishing title to or ownership of City Account assets. The principal offices of the Disbursement Agent for purposes of administering the City Account shall be located at 500 West Cypress Creek Road, Suite 460, Fort Lauderdale, Florida 33309, Attention: Global Corporate Trust (HGP City Account).

1.9 Certain Covenants Relating to the Separateness of the City Account. The City Account shall maintain its separate existence and, specifically, shall conduct its affairs in accordance with, and the City, the Developer and the Disbursement Agent each agree that it will not take any actions in its dealings with the City Account or with other Persons that are

inconsistent with, and the Disbursement Agent's powers and interests and rights of the Beneficiaries shall be limited by, the following:

(a) The City Account shall not commingle or pool any of its funds or other assets with those of the City, the Disbursement Agent, or any other Person, and shall hold title to all of its assets in the City Account's name or in the name of the Disbursement Agent or any nominee as provided below.

(b) The City Account, through the Disbursement Agent, shall conduct its own activities and functions in its own name and shall not operate, or purport to operate, collectively as or as part of a single or consolidated business entity with respect to any other Person.

(c) The City Account shall not have any employees.

(d) The City Account shall not (i) guarantee, become obligated for, or hold itself or its credit out to be responsible for or available to satisfy, the debts or obligations of any other Person, except as expressly contemplated by this Agreement, or (ii) control the decisions or actions respecting the daily business or affairs of any other Person.

(e) The City Account shall not incur any indebtedness for borrowed money.

(f) The City Account must not pledge its assets for the benefit of any Person.

(g) The City Account shall not disburse, distribute or transfer its assets or other interests except in accordance with this Agreement.

1.10 Limitation on Liability. Neither the Disbursement Agent nor any Beneficiary shall be liable for any debt, claim, demand, judgment or obligation of any kind of, against or with respect to the City Account by reason of its being the Disbursement Agent or a Beneficiary nor shall the Disbursement Agent or any Beneficiary, by reason of its status as such, be subject to any personal liability whatsoever, in tort, contract or otherwise, to any Person in connection with the property, liabilities or affairs of the City Account; *provided, however*, that the foregoing limitation of liability shall not apply to any obligations or liabilities of the Beneficiaries under the Redevelopment Agreement.

1.11 Bankruptcy. The incapacity, dissolution, termination or bankruptcy of any Party to this Agreement shall not result in the termination or dissolution of the City Account.

1.12 No Rights of Creditors. No creditor, judgment holder or other obligee of any Party, or payee thereof, or any other Person, shall have any right to obtain possession of or any interest in, or otherwise exercise legal or equitable remedies with respect to, the City Account and/or its assets, other than as provided in Section 1.5 hereof.

2. Definitions. Capitalized terms used in this Agreement shall have the meanings assigned to them in Exhibit A or within the individual sections or Recitals of this Agreement. Exhibit A also contains rules as to usage applicable to this Agreement.

3. City Account, Deposits, Investments, Disbursements and Security.

3.1 Account. The Disbursement Agent shall establish on the books and records of its trust department, in the name of the City for the benefit of the Beneficiaries a “City Account” and associated subaccounts (collectively, the “Subaccounts”), to receive, hold, and disburse the funds to be provided by the City pursuant to Section 7.7 of the Redevelopment Agreement and Section 3.2 hereof. The City Account will expressly name the City CFO as an authorized party and must meet all provisions of Chapter 280, Florida Statutes, as required for the security of public deposits. The Disbursement Agent shall conclusively rely on investment directions given to it under this Agreement as proof of full compliance with the requirements of Chapter 280.

(a) The Disbursement Agent hereby establishes the Bond Subaccount (the “Bond Subaccount”). Amounts deposited in the Bond Subaccount shall be derived from proceeds of bonds or notes issued by the City and will be allocated on a consistent basis to pay only Eligible Infrastructure Costs within the meaning of Project per the (i) City Bond Resolution or (ii) Future Bond Resolutions. The Disbursement Agent shall have no responsibility to determine (x) whether disbursements made from the Bond Subaccount are used for Eligible Infrastructure Costs within the meaning of Project per the (i) City Bond Resolution or (ii) Future Bond Resolutions or (y) whether amounts are allocated on a consistent basis.

(b) The Disbursement Agent hereby establishes the Interest Subaccount (the “Interest Subaccount”). The Disbursement Agent shall transfer all interest earnings from the Bond Subaccount to the Interest Subaccount. The City CFO may, by written direction, withdraw any amounts from the Interest Account for direct payment by the Disbursement Agent to the City.

3.2 Deposits. The City shall provide, and the Disbursement Agent shall receive, Deposits to the City Account for the benefit of the Beneficiaries as provided below.

(a) City Contribution Amount. Pursuant to Section 7.7 of the Redevelopment Agreement and this Section 3.2, the City shall make or cause to be made a Deposit of the City Contribution Amount into the Bond Subaccount when required by the Redevelopment Agreement. The Disbursement Agent shall not be responsible for monitoring when or whether such Deposits are made.

(b) Deposits and Disbursements Generally. All Deposits made pursuant to this Section 3.2 shall be made by wire transfer. The City shall provide prior written notice to the Disbursement Agent of the amounts to be deposited and the Subaccounts to which the deposited funds should be credited. All amounts deposited to the Bond Subaccount pursuant to this Section 3.2 shall be disbursed by the Disbursement Agent in accordance with Section 3.4 hereof.

3.3 Investments. The City shall direct the Disbursement Agent in writing regarding investments of amounts held in the City Account (and related Subaccounts); *provided*, that amounts held in the City Account may be invested only in those investments listed on Exhibit F. In the event the Disbursement Agent does not receive an investment direction as provided above for the City Account funds, it shall invest such funds, to the extent practicable, in JPMorgan 100% US Treasury Securities Money Market Fund – VHPXX. If and to the extent any City Account funds are uninvested and held in a demand or time deposit account maintained with the Disbursement Agent’s affiliated bank, the amount of such funds on deposit shall be secured, in the manner required by applicable Florida law, by collateral pledged by the Disbursement Agent. Any income earned on the amounts in the City Account shall be credited to the Interest Subaccount. The Disbursement Agent or any of its affiliates may receive compensation with respect to any investment directed hereunder; *provided*, that any such compensation is approved prior to the purchase of such investment, in writing, by the City. The Disbursement Agent shall not be liable for any loss incurred by the actions of third parties or for any loss arising by error, failure or delay in the making of an investment or reinvestment, or for any loss of principal or income in connection therewith, except in all events excluding the Disbursement Agent’s gross negligence or willful misconduct. As and when the Custodial Funds are to be released under this Agreement, the Disbursement Agent shall cause the investments to be converted into cash in accordance with its customary procedures and shall not be liable for any loss of principal or income in connection therewith.

3.4 Disbursements.

(a) Disbursements Generally. The Disbursement Agent shall disburse Custodial Funds from the City Account by wire transfer in the manner and to the Person(s) described below in this Section 3.4.

(b) Funding Notices with Master Applications for Payment.

(i) During the time periods that a balance remains in the Bond Subaccount, the Developer shall, on or before the [30<sup>th</sup> day] of each month beginning with the first month following funds being deposited by the City in the Bond Subaccount, until no balance remains at the time in the Bond Subaccount, submit to the City Construction Representative (with a copy to the City) a withdrawal certificate requesting that the Disbursement Agent distribute funds from the Bond Subaccount to pay Eligible Infrastructure Costs within the meaning of Project per the (i) the City Bond Resolution or (ii) Future Bond Resolutions incurred or due and payable in connection with the design, permitting, development, construction and furnishing of the Infrastructure Work (each, a “Funding Notice”), which shall be in substantially the form attached hereto as Exhibit B and which shall attach Annexes A-H thereto including the Master Application for Payment.

(ii) Upon receipt of a Funding Notice, the City Construction Representative shall have five Business Days to set forth an objection to any items in the Funding Notice in writing to the Developer (with a copy to the City).

(iii) If an objection is timely set forth by the City Construction Representative, the Developer shall have three Business Days to review and address each such objection, and submit a revised Funding Notice to the City Construction Representative (with a copy to the City) for further review, and approval or objection. No later than five Business Days after the City Construction Representative's receipt of the revised Funding Notice, any further objection by the City Construction Representative must be set forth in writing to the Developer (with a copy to the City). Any items subject to any objections at such time will be "Disputed Items" for purposes of this Agreement. If no objection is made under clause (ii) above, the Funding Notice will be deemed approved by the City Construction Representative. If an objection is made and not rectified under this clause (iii), the Funding Notice (excluding the Disputed Items) will be deemed approved by the City Construction Representative.

(iv) Within three Business Days after the expiration of the last applicable five Business Day period in clause (iii) above, the Developer must provide the Disbursement Agent (with a copy to the City Construction Representative and the City) a written notice of approval of the Funding Notice (a "Funding Notice Approval"), which approval will not extend to, but identify and describe any Disputed Items.

(v) The Disbursement Agent, City Construction Representative and the City will be entitled to rely conclusively on the Developer's representation that each Funding Notice, including each Master Application for Payment is delivered in accordance with the Redevelopment.

(c) Disbursement Agent's Review of Funding Notice and Master Applications for Payment; Trust Disbursement Approval. Upon receipt of a Funding Notice and related Funding Notice Approval from the Developer:

(i) The Disbursement Agent shall review the Funding Notice solely for compliance with the form attached hereto as Exhibit B, and within two Business Days after receipt notify the Developer of any non-compliance, which must be remedied by a resubmission by the Developer of a corrected Funding Notice to the Disbursement Agent (with a copy to the City Construction Representative and the City) within three Business Days. Upon receipt of a corrected Funding Notice, the Disbursement Agent shall review within two Business Days. In determining compliance whether a Funding Notice complies with the form attached as Exhibit B hereto, the Disbursement Agent is only required to confirm that documents titled Annex A through H are attached to such form. It is not the responsibility of the Disbursement Agent to review or examine the substance of such annexes. If applicable, the City Construction Representative will have three Business Days after receipt of the corrected Funding Notice to review the corrected Funding Notice for compliance of the Funding Notice in the same manner as the Disbursement Agreement (except that the City Construction Reviewer may also review and approve or object to the substance of any new information provided with the corrected Funding Notice), and provide its approval or objection to the Disbursement Agreement and the Developer, with a copy to the City. Any objection by the Disbursement Agent or the City Construction Representative must be addressed by the Developer within three Business Days.

(ii) Provided that a Funding Notice is determined to be compliant, or if noncompliant, the Developer has remedied any Funding Notice noncompliance identified by the Disbursement Agent or City Construction Representative, as applicable, pursuant to the foregoing Section 3.4(c)(i) hereof, within two Business Days the City CFO will provide the Disbursement Agent (with a copy to the Developer and the City Construction Representative) a written notice (each, an “Approval Notice”) confirming the final amount of Eligible Infrastructure Costs within the meaning of Project per the (i) City Bond Resolution or (ii) Future Bond Resolutions approved to be paid pursuant to the applicable Funding Notice and Master Application for Payment (the “Disbursement Amount”). Not later than three Business Days following the Disbursement Agent’s receipt of all required Approval Notices, the Disbursement Agent must disburse the Disbursement Amount, as applicable, from the Bond Subaccount to the Developer and any other third party identified in the Approval Notice. To the extent that the Disbursement Amount is less than the amount requested in the applicable Master Application for Payment, as evidenced in an Approval Notice, the excess amount must be retained by the Disbursement Agent in the Bond Subaccounts, subject to the resolution of Disputed Items, if any, pursuant to Section 19.26 of the Redevelopment Agreement.

(d) Distribution of Monthly Settlement Statement. Within five Business Days following the end of each calendar month, the Disbursement Agent shall deliver to the Developer, the City, the City Construction Representative and the City CFO copies of a detailed settlement statement.

### 3.5 Resolution of Disputes.

(a) Disputes Not Involving the Disbursement Agent. All disputes solely between the Developer and the City, including all disputes regarding Disputed Items, and all disputes regarding this Agreement, must be resolved pursuant to Section 19.26 of the Redevelopment Agreement.

(b) Disputes Involving the Disbursement Agent. Subject to Section 3.5(a), if, at any time, (a) there shall exist any dispute between or among the Developer and the City with respect to the holding of all or any portion of the Custodial Funds or any other obligations of the Disbursement Agent hereunder, (b) the Disbursement Agent is unable to determine, to the Disbursement Agent’s reasonable satisfaction, the proper disposition of all or any portion of the Custodial Funds or the Disbursement Agent’s proper actions with respect to its obligations hereunder, or (c) the Developer and the City have not, within 30 days of (i) the Disbursement Agent’s furnishing a notice of resignation or (ii) the Developer and the City furnishing a notice of removal, in each case pursuant to Section 6 hereof, appointed a successor Disbursement Agent to act hereunder, then the Disbursement Agent may, in its sole discretion, take either or both of the following actions:

(i) suspend the performance of any of its obligations (including any disbursement obligations) under this Agreement until such dispute or uncertainty shall be resolved to the

reasonable satisfaction of the Disbursement Agent or until a successor Disbursement Agent shall have been appointed (as the case may be); or

(ii) petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction in Florida for instructions with respect to such dispute or uncertainty, and to the extent required or permitted by law, pay into such court, for holding and disposition in accordance with the instructions of such court, all or any portion of the Custodial Funds, after deduction and payment to the Disbursement Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by the Disbursement Agent in connection with the performance of its duties and the exercise of its rights hereunder as approved by the court.

(iii) The Disbursement Agent shall have no liability to the Developer, the City, or any other Person with respect to any such suspension of performance or disbursement into court, specifically including any liability that may arise, or be alleged to have arisen, as a result of any delay in disbursement of the Custodial Funds or any delay with respect to any other action required or requested of the Disbursement Agent.

#### 4. Administrative Powers and Duties of the Disbursement Agent.

4.1 Liability of the Disbursement Agent. The Disbursement Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied. The Disbursement Agent shall have no liability under and no duty to inquire as to the provisions of any agreement other than this Agreement, including any other agreement between any or all of the Parties or any other Persons even though reference thereto may be made herein, other than (a) this Agreement and (b) the provisions of the Redevelopment Agreement expressly referenced in this Agreement. The Disbursement Agent shall not be liable for any action taken or omitted by it in good faith with the exercise of due professional care except to the extent that a court of competent jurisdiction determines that the Disbursement Agent's gross negligence or willful misconduct was the primary cause of any loss to the Developer or the City. The Disbursement Agent's sole responsibility shall be for the safekeeping and disbursement of the Custodial Funds in accordance with the terms of this Agreement. The Disbursement Agent shall have no duty or responsibility to ensure or monitor compliance by the other Parties, the sole duty and responsibility of the Disbursement Agent hereunder being to disburse monies and compliance herewith. The Disbursement Agent shall have no implied duties or obligations and shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. The Disbursement Agent may rely upon any notice, instruction, request or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which the Disbursement Agent in good faith shall believe to be genuine and to have been signed or presented by the Person or parties purporting to sign the same. In no event shall the Disbursement Agent be liable for incidental, indirect, special, consequential or punitive damages (including, but not limited to lost profits), even if the Disbursement Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. The Disbursement Agent shall not be responsible for delays or failures in



performance resulting from acts beyond its control. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, computer viruses, power failures, earthquakes, storms or other disasters. The Disbursement Agent shall not be obligated to take any legal action or commence any proceeding in connection with the Custodial Funds, the City Account or Subaccounts in which Custodial Funds are deposited, this Agreement, or the Redevelopment Agreement, or to appear in, prosecute or defend any such legal action or proceeding. The Disbursement Agent may consult one primary legal counsel selected by it (and, if necessary, one local counsel) in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, or relating to any dispute involving any Party hereto, and shall incur no liability in acting in accordance with the opinion or instruction of such counsel; *provided*, that such opinion or instruction is provided in good faith and such action does not constitute gross negligence or willful misconduct on the part of the Disbursement Agent. The Developer and the City, jointly and severally, agree that the reasonable and documented fees and expenses of one such primary counsel (and, if necessary, one local counsel) are appropriate fees and costs of the Disbursement Agent as may be paid from Custodial Funds in accordance with Section 4.2. In the event that there are not sufficient Custodial Funds to pay the aforementioned costs, they will be treated as cost overruns and are the sole responsibility of Developer. The Developer and the City agree to perform or cause the performance of all further acts and things, and execute and deliver such further documents, as may be required by law or as Disbursement Agent may reasonably require to carry out its duties under this Agreement.

The Disbursement Agent is authorized, in its sole discretion, to comply with final orders issued or process entered by any court with respect to the Custodial Funds, without determination by the Disbursement Agent of such court's jurisdiction in the matter. If any portion of the Custodial Funds is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, the Disbursement Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action; and, if the Disbursement Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the Parties hereto or to any other Person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

The Disbursement Agent shall not be liable or responsible for reviewing the content of any accompanying documents to any Funding Notice and shall be fully protected in relying and acting upon any Funding Notice or Approval Notice. The Disbursement Agent or any of its respective directors, officers or employees shall not be liable for any action taken or omitted by it hereunder, except for its own gross negligence or willful misconduct, nor shall it be liable or responsible for the validity, enforceability or sufficiency of any document furnished to the Disbursement Agent pursuant to this Agreement, nor shall it be responsible for any

representations or statements made in any of those documents; *provided, however*, if the Disbursement Agent shall obtain actual knowledge of any misrepresentation in any documents furnished to it under this Agreement, it shall promptly notify each other Party in writing of such misrepresentation. The Disbursement Agent shall be entitled to rely upon advice of counsel concerning legal matters and upon any document or notice delivered to it hereunder which it believes to be genuine or to have been presented by a proper Person. The Disbursement Agent may conclusively rely upon and shall be protected in acting upon any document believed by the Disbursement Agent to be genuine and to have been signed or presented by the proper parties, consistent with reasonable due diligence on the Disbursement Agent's part. A disbursement by the Disbursement Agent shall not be deemed to be an approval by it of any work performed on the Infrastructure Work or any materials furnished with respect thereto or a representation by it that amounts in the Bond Subaccount are sufficient to pay remaining Infrastructure Project Costs (including Eligible Infrastructure Costs).

The Disbursement Agent will not be responsible for any loss, cost, claim, liability or expense arising out of or in connection with the Disbursement Agent's administration of its duties hereunder, unless such loss, cost, claim, liability or expense was caused by the Disbursement Agent's gross negligence or will misconduct.

4.2 Fees and Expenses of the Disbursement Agent. The Disbursement Agent will be compensated for its services hereunder in accordance with Exhibit C attached hereto from the Custodial Funds in the Bond Subaccount and Interest Subaccount as of the date any such compensation is payable. The obligations of the City and Developer under this Section shall survive any termination of this Agreement and the resignation or removal of the Disbursement Agent. The Disbursement Agent is authorized to, and may, disburse Custodial Funds to itself from the Bond Subaccount or the Interest Subaccount those fees and expenses owed by the City, from time to time, the amount of any compensation and reimbursement of reasonable out-of-pocket expenses due and payable hereunder (including attorneys' fees and any amounts to which the Disbursement Agent is entitled under this Agreement); *provided*, that the Disbursement Agent shall provide prompt notice to the City and City CFO of any such disbursement. In the event that there are not sufficient Custodial Funds in the Bond Subaccount and Interest Subaccount, they will be treated as cost overruns and are the sole responsibility of the Developer.

4.3 Representations, Warranties and Security Procedures. The Developer and the City each separately with respect to itself makes the following representations and warranties to the Disbursement Agent:

(a) It has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and this Agreement has been duly approved by all necessary action and constitutes its valid and binding agreement enforceable in accordance with its terms.

(b) The applicable Persons designated on Exhibit D attached hereto have been duly appointed to act as authorized representatives of the Developer and the City, as the case may be, and the City has full power and authority to direct the investment of the Custodial Funds

as provided in Section 3.3 hereof, and the Developer and the City have full power and authority to take any other actions as authorized representatives under this Agreement; *provided*, that any modification of the identity of such authorized representatives shall be provided by written notice delivered to each Party in accordance with Section 8.2 hereof. The Disbursement Agent agrees to obtain confirmation of funds transfer instructions from at least one Developer representative or one City representative, as applicable, by telephone call-back to applicable Persons designated on Exhibit D, and the Disbursement Agent may rely upon the confirmation of anyone purporting to be the Person or Persons so designated. The Persons and telephone numbers for call-backs may be changed only in writing. If the Disbursement Agent is unable to contact any of such authorized representatives, the Disbursement Agent is authorized to seek confirmation by telephone call-back to any of the City's, the Developer's executive officers ("Executive Officers"), which shall include the individuals holding the positions set forth on Exhibit D attached hereto or in a certificate provided by the Disbursement Agent to the respective Parties, which telephone call-back confirmation shall include at least one Executive Officer of the Developer or one Executive Officer of the City. Such Executive Officer shall deliver to the Disbursement Agent an incumbency certificate, and the Disbursement Agent may rely upon the confirmation of anyone purporting to be any such officer. When directed to transfer funds, the Disbursement Agent may conclusively rely upon any account numbers or similar identifying numbers provided to the Disbursement Agent in writing to identify (a) the payee, (b) the payee's bank or (c) an intermediary bank. Notwithstanding the foregoing procedures, the Disbursement Agent may, but need not, perform telephone verification of any wires made pursuant to the instructions set forth in Exhibit E, as the same may be modified in writing from time to time. The Developer and the City acknowledge that these security procedures are commercially reasonable.

5. Accounts and Records. The Disbursement Agent shall maintain accounts and records showing Deposits, other receipts, and disbursements of the City Account; investment transactions; and income and earnings of City Account assets. The Disbursement Agent shall maintain accounts and records of all City Account assets held in the City Account. The Disbursement Agent shall provide each of the Developer and the City with copies of the monthly statements for the City Account (including, for the avoidance of doubt, (i) each Subaccount of the City Account and (ii) any investment activity) by the fifth Business Day of each month.

6. Resignation or Removal of the Disbursement Agent.

6.1 Disbursement Agent Resignation or Removal.

(a) The Disbursement Agent may resign and be discharged from the performance of its duties hereunder at any time by giving 30 days prior written notice to the Developer and the City specifying a date when such resignation shall take effect. The Disbursement Agent may be removed involuntarily (i) for a material breach of its respective duties and obligations hereunder, (ii) for bad faith, criminal conduct, negligence or willful misconduct in connection with the performance of its respective duties and obligations hereunder, or (iii) at the discretion of the City and the Developer, acting together. The

Disbursement Agent must provide written notice to the City and the Developer within five Business Days at any time that the Disbursement Agent determines it cannot or will not perform any of its obligations under this Agreement.

(b) Upon (i) any such notice of resignation or (ii) removal, the City jointly shall appoint a successor Disbursement Agent hereunder prior to the effective date of such resignation or removal (and in any event within 30 days), which successor Disbursement Agent shall be appointed pursuant to, and shall satisfy the requirements set forth in, Section 6.2 hereof. If the City fails to appoint a successor Disbursement Agent within such time, the Disbursement Agent shall have the right to petition a court of competent jurisdiction to appoint a successor Disbursement Agent, and all reasonable costs and expenses (including without limitation attorneys' fees) related to such petition as may be approved by the court shall be paid as fees and expenses of the Disbursement Agent pursuant to Section 4.3, with copies of invoices for such costs and expenses to be delivered by the Disbursement Agent to the City. The retiring Disbursement Agent shall transmit all records pertaining to the Custodial Funds and pay all Custodial Funds to the successor Disbursement Agent, after making copies of such records as the retiring Disbursement Agent deems advisable and after deduction and payment to the retiring Disbursement Agent of all reasonable fees and expenses (including court costs and attorneys' fees) payable to or incurred by the retiring Disbursement Agent in connection with the performance of its duties and the exercise of its rights hereunder. After any retiring Disbursement Agent's resignation or removal, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Disbursement Agent under this Agreement. Any corporation or association into which the Disbursement Agent may be merged or converted or with which it may be consolidated, or any corporation or association to which all or substantially all of the Disbursement Agent's corporate trust line of business may be transferred, shall be the Disbursement Agent under this Agreement without further act.

6.2 Successor Disbursement Agent. In case the Disbursement Agent hereunder shall resign or be removed, or be dissolved or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor Disbursement Agent may be appointed by the City by an instrument in writing signed by the City; *provided*, that such successor Disbursement Agent shall satisfy the requirements set forth in the last sentence of this Section 6.2. Nevertheless, in case of any vacancy, the City may appoint a temporary Disbursement Agent to fill such vacancy until a permanent successor Disbursement Agent shall be jointly appointed by the City in the manner provided above; and any such temporary Disbursement Agent so appointed by the City shall immediately and without further act be superseded by the permanent Disbursement Agent so appointed by the City. Every such permanent Disbursement Agent appointed pursuant to the provisions of this Section shall be a bank or trust company organized and doing business under the laws of the United States of America, or any state or commonwealth of the United States of America, with trust powers, qualified to conduct business and in good standing in the State of Florida, and having (or in the

case of a bank holding company, its corporate parent shall have) a combined capital and surplus of at least \$1,000,000,000.

7. Termination and Closure of City Account.

7.1 Upon certification by the Developer and the City in writing to the Disbursement Agent that (a) the final completion of Infrastructure Work has occurred and all legally owing Eligible Infrastructure Costs within the meaning of Project per the (i) City Bond Resolution or (ii) Future Bond Resolutions have been fully paid, or (b) the Redevelopment Agreement has been terminated for any reason, then the City Account and this Agreement shall be terminated and closed, except for provisions hereof which expressly survive termination. The applicable certification shall be given to the Disbursement Agent as soon as reasonably practicable in the case of clause (a) and within five Business Days of the effective date of termination of the Redevelopment Agreement in the case of clause (b). With respect to the certifications in this Section 7.1, time is of the essence.

7.2 In the event of termination and closure of the City Account, sums remaining in the City Account shall be disbursed to the City.

8. Miscellaneous Matters.

8.1 Governing Law; Venue.

(a) The laws of the State of Florida govern this Agreement.

(b) 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. The Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

8.2 Notice. All notices, approvals, consents, requests, and other communications hereunder under this Agreement must be in writing (unless expressly stated otherwise in this Agreement) and will be considered given when delivered in person or sent by electronic mail (*provided*, that any notice sent by electronic mail must simultaneously be sent via personal delivery, overnight courier or certified mail as provided herein), one Business Day after being sent by a reputable overnight courier, or three Business Days after being mailed by certified mail, return receipt requested, to the Parties at the addresses set forth in Exhibit H to this Agreement (or at such other address as a Party may specify by Notice given pursuant to this Section to the other Parties hereto).

8.3 Amendment or Waiver.

(a) This Agreement may be amended only by a writing signed by the Developer, the City and the Disbursement Agent, subject to approval by City Council of the City.

(b) A provision of this Agreement may be waived only by a writing signed by the Developer, the City and the Disbursement Agent, and consented to by the City Council of the City. No delay or omission by any Party in exercising any right with respect hereto shall operate as a waiver. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion.

8.4 Severability. To the extent any provision of this Agreement is prohibited by 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 Agreement.

8.5 Entire Agreement. This Agreement constitutes the entire agreement among and between the Parties relating to the holding, investment and disbursement of the Custodial Funds and sets forth in their entirety the obligations and duties of the Disbursement Agent with respect to the Custodial Funds.

8.6 Binding Effect. All of the terms of this Agreement shall be binding upon, inure to the benefit of and be enforceable by the respective successors and assigns of the Developer, the City, the Construction Monitor, and the Disbursement Agent.

8.7 Execution in Counterparts and Electronic Signatures. 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 permitted by Applicable Laws.

8.8 Termination. Subject to Sections 7.1 and 7.2, upon the first to occur of the disbursement of all amounts in the City Account and the Subaccounts therein, or the disbursement of all amounts in the City Account and the Subaccounts therein into court pursuant to the terms hereof, this Agreement shall terminate (other than the provisions hereof that expressly survive termination) and the Disbursement Agent shall have no further obligation or liability whatsoever with respect to this Agreement or the Custodial Funds.

8.9 Dealings. The Disbursement Agent and any stockholder, director, officer or employee of the Disbursement Agent may buy, sell, and deal in any of the securities of the Developer, the City; become pecuniarily interested in any transaction in which the Developer, the City may be interested; contract and lend money to the Developer, the City; and otherwise act as fully and freely (in connection with transactions not subject to the terms and provisions hereof) as though it were not Disbursement Agent under this Agreement. Nothing herein shall

preclude the Disbursement Agent from acting in any other capacity for the Developer, the City or for any other entity.

8.10 Cash Transaction Statements. The Disbursement Agent will furnish monthly cash transaction statements that include detail for all investment transactions made by the Disbursement Agent.

8.11 Tax Reporting. The City shall promptly deliver to the Disbursement Agent a properly completed and signed Internal Revenue Service (“IRS”) Form W-9, or if applicable, an original IRS Form W-8. The Disbursement Agent shall have no responsibility for the tax consequences of this Agreement, the City shall consult with independent counsel concerning any tax ramifications. Any interest or income on Custodial Funds shall be reported on an accrual basis and deemed to be for the accounts of the City. The City shall prepare and file all required tax returns with the IRS and any other taxing authority as required by law.

8.12 Identifying Information. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each Person who opens an account. For a non- individual Person such as a business entity, a charity, a trust or other legal entity, the Disbursement Agent requires documentation to verify its formation and existence as a legal entity. The Disbursement Agent may ask to see financial statements, licenses, identification, and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. The City acknowledges that a portion of the identifying information set forth herein is being requested by the Disbursement Agent in connection with the USA Patriot Act, Pub. L. 107-56, and the City agrees to provide any additional information requested by the Disbursement Agent in connection with the USA Patriot Act, Pub. L. 107-56 or any similar legislation or regulation to which the Disbursement Agent is subject, in a timely manner.

8.13 Audit. The City, the City CFO, the Developer or its duly appointed representatives, shall have the right (upon reasonable notice, at its own expense and during regular business hours) to audit the Accounts established hereunder. The books, records, and documents of the Disbursement Agent, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of five full years from the date of final maturity of any debt issued by the City to support payments under this Agreement. The record shall be maintained in accordance with generally accepted accounting principles and the Florida public records law (Chapter 119, Florida Statutes). The Disbursement Agent agrees to abide, in a commercially reasonable time and manner, by any requests or directives from the City regarding documentation for charges as those requirements may change from time to time throughout the term of this Agreement.

*[Remainder of Page Intentionally Left Blank]*





**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed as of the date first above written.

HINES HISTORIC GAS PLANT DISTRICT  
PARTNERSHIP,  
a Florida joint venture

By: Hines HGPD MM LLC,  
a Delaware limited liability company,  
a general partner

By: Hines HGPD Associates LP,  
a Delaware limited partnership,  
its sole member

By: Hines Interests Limited  
Partnership,  
partnership,  
a Delaware limited  
its general partner

By:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

By: RRE Opportunities, LLC,  
a Delaware limited liability company,  
a general partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[SIGNATURE PAGE TO DISBURSEMENT AGREEMENT]

**CITY OF ST. PETERSBURG, FLORIDA,**  
as the City

By: \_\_\_\_\_

\_\_\_\_\_  
Kenneth T. Welch

Attest: \_\_\_\_\_  
City Clerk

**Approved as to Form and Content**

\_\_\_\_\_  
City Attorney (Designee)

[SIGNATURE PAGE TO DISBURSEMENT AGREEMENT]



**U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION, as the  
Disbursement Agent**

By: \_\_\_\_\_  
Scott A. Schuhle  
Vice President

[SIGNATURE PAGE TO DISBURSEMENT AGREEMENT]

## **EXHIBIT A TO DISBURSEMENT AGREEMENT**

### **GLOSSARY OF DEFINED TERMS AND RULES AS TO USAGE**

To the extent not defined herein, all capitalized terms shall have the meanings given such terms in the Redevelopment Agreement.

#### **Glossary of Defined Terms**

“Account” shall mean the City Account established in the name of the City in accordance with Section 3.1 of this Agreement. Reference to an Account includes any Subaccount of such Account.

“Agreement” shall mean this Disbursement Agreement, as the same may be hereafter amended, amended and restated, restated or otherwise modified from time to time.

“Applicable Laws” shall have the meaning set forth in the Redevelopment Agreement.

“Approval Notice” shall have the meaning set forth in Section 3.4(c)(ii) of this Agreement.

“Beneficiary” and “Beneficiaries” shall have the meanings set forth in Section 1.5 of this Agreement.

“Bond Subaccount” shall have the meaning set forth in Section 3.1(a) of this Agreement.

“Business Day” shall have the meaning set forth in the Redevelopment Agreement.

“City” shall have the meaning set forth in the Preamble to this Agreement.

“City Account” shall have the meaning set forth in Section 3.1 of this Agreement. The City Account includes the Bond Subaccount and the Interest Subaccount. Reference to the City Account includes any Subaccount therein.

“City Bond Resolution” shall mean Resolution No. 2024-297 adopted by the City Council of the City on July 18, 2024, as may be amended and supplemented from time to time.

“City Construction Representative” means Skanska USA Building Inc. or any successor thereto as designated in writing by the City to the Disbursement Agent.

“City Contribution Amount” shall have the meaning set forth in the Redevelopment Agreement.

“City CFO” shall mean the City’s Chief Financial Officer or her designee.

“Disbursement Amount” shall have the meaning set forth in Section 3.4(c)(ii) of this Agreement.

“Custodial Funds” shall mean the funds deposited in the City Account with the

Disbursement Agent pursuant to Section 3 of this Agreement, together with any interest and other income thereon.

“Deposits” shall mean the deposits made by the City to the City Account in accordance with Section 3.2 of this Agreement.

“Disbursement Agent” shall have the meaning set forth in the Preamble to this Agreement.

“Disputed Items” shall have the meaning set forth in Section 3.4(b)(iii) of this Agreement.

“Effective Date” shall have the meaning set forth in the Preamble to this Agreement.

“Eligible Infrastructure Costs” shall have the meaning set forth in the Redevelopment Agreement.

“Executive Officers” shall have the meaning set forth in Section 4.5(b) of this Agreement.

“Funding Notice” shall have the meaning set forth in Section 3.4(b)(i) of this Agreement.

“Funding Notice Approval” shall have the meaning set forth in Section 3.4(b)(iv) of this Agreement.

“Future Bond Resolutions” shall mean any future resolutions adopted by the City Council of the City related to the issuance of bonds or notes for the portions of the City Contribution Amount to be used for Eligible Infrastructure Costs in Phase B, C and/or D pursuant to and in accordance with the Redevelopment Agreement, as may be amended and supplemented from time to time.

“Governmental Authority” shall have the meaning set forth in the Redevelopment Agreement.

“Infrastructure Project Costs” shall have the meaning set forth in the Redevelopment Agreement.

“IRS” shall have the meaning set forth in Section 8.11 of this Agreement.

“Legal Holiday” means any day, other than a Saturday or Sunday, on which the City’s administrative offices are closed for business.

“Master Application for Payment” shall mean the master application for payment in substantially the form of Annex A attached to the form of Funding Notice.

“ODP” shall have the meaning set forth in the Redevelopment Agreement.

“Person” shall have the meaning set forth in the Redevelopment Agreement.

“Project” shall have the meanings set forth in the City Bond Resolution and Future Bond Resolution.

“Redevelopment Agreement” shall have the meaning set forth in the Recitals of this Agreement.

“Subaccounts” shall have the meaning set forth in Section 3.1 of this Agreement.

### **Rules as to Usage**

1. The terms defined above have the meanings set forth above for all purposes, and such meanings are applicable to both the singular and plural forms of the terms defined.
2. “Include,” “includes,” and “including” will be deemed to be followed by “without limitation” whether or not they are in fact followed by such words or words of like import.
3. “Writing,” “written,” and comparable terms refer to printing, typing, and other means of reproducing in a visible form.
4. Any agreement, instrument or Applicable Laws defined or referred to above means such agreement or instrument or Applicable Laws as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of Applicable Laws) by succession of comparable successor Applicable Laws and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein.
5. References to a Person are also to its permitted successors and assigns.
6. Any term defined above by reference to any agreement, instrument or Applicable Laws has such meaning whether or not such agreement, instrument or Applicable Laws is/are in effect.
7. “Hereof,” “herein,” “hereunder,” and comparable terms refer, unless otherwise expressly indicated, to this entire Agreement and not to any particular article, section or other subdivision thereof or attachment thereto. References in this Agreement to “Article,” “Section,” “Subsection” or another subdivision or to an attachment are, unless the context otherwise requires, to an article, section, subsection or subdivision of or an attachment to this Agreement or such other instrument being expressly referred to within such reference. All references to exhibits, schedules or appendices in this Agreement are to exhibits, schedules or appendices attached to this Agreement.
8. Pronouns, whenever used in any agreement or instrument that is governed by this Appendix and of whatever gender, includes natural Persons, corporations, limited liability companies, partnerships, and associations of every kind and character.
9. References to any gender include, unless the context otherwise requires, references to all genders.
10. “Shall” and “will” have equal force and effect.



11. Unless otherwise specified, all references to a specific time of day will be based upon Eastern Standard Time or Eastern Daylight Saving Time, as applicable on the date in question in St. Petersburg, Florida.

12. References to “\$” or to “dollars” means the lawful currency of the United States of America.

**EXHIBIT B TO DISBURSEMENT AGREEMENT**

**FUNDING NOTICE**

[\_\_\_\_\_, 20\_\_]

To: City Construction Representative

\_\_\_\_\_

Attn: \_\_\_\_\_

City

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Disbursement Agent

[\_\_\_\_\_]

[\_\_\_\_\_]

[\_\_\_\_\_]

Attention: [\_\_\_\_\_] (HGP Custodial Account)

Re: Funding Notice No. [\_\_\_\_\_]

Ladies and Gentlemen:

Reference is hereby made to that certain Disbursement Agreement, dated as of \_\_\_\_\_, 2024 (as amended, amended and restated, restated, supplemented or otherwise modified from time to time, the “Disbursement Agreement”) among (i) the City of St. Petersburg, Florida (the “City”), (ii) Hines Historic Gas Plant District Partnership, a joint venture conducting business in the State of Florida (the “Developer”), and (iii) U.S. Bank Trust Company, National Association, a national banking association, not individually but solely as disbursement agent (together with its successors and assigns in such capacity, the “Disbursement Agent”). Capitalized terms used herein but not defined herein shall have the meanings assigned to such terms in the Disbursement Agreement.

This notice, together with its attachments, constitute a Funding Notice referred to in Section 3.4(b) of the Disbursement Agreement.

1. Attached hereto as Annex A is (i) a summary of the Master Application for Payment, together with a Master Application for Payment, and (ii) a certification for payment.
2. Attached hereto as Annex B is a copy of a construction drawdown schedule prepared by the Developer, which reflects the Developer’s best estimate as to the amount and timing of construction drawdowns from and after the date of the Master Application for Payment.

3. Attached hereto as Annex C is a copy of the sworn construction statement of the builder setting forth the contractors, subcontractors, and suppliers to be paid, including ODP purchases; the amount of each contract; the amount paid to date on each contract; and the amount of each payment being requested, together with the balance then due under the applicable contract.
4. Attached hereto as Annex D is a copy of the Developer's sworn construction statement setting forth the contractors and suppliers to be paid, the amount of each contract, the amount paid to date on each contract, and the amount of each payment being requested, together with the balance then due under the applicable contract.
5. Attached hereto as Annex E are conditional waivers of mechanic's lien and/or materialman's lien, duly executed by the contractors and/or suppliers to be paid pursuant to the Master Application for Payment.
6. Attached hereto as Annex F are unconditional waivers of mechanic's lien and/or materialman's lien, duly executed by the contractors and/or suppliers paid pursuant to the Master Application for Payment delivered under the Disbursement Agreement for the immediately preceding month, covering liens for all work done and materials supplied for which disbursement was made pursuant to such Master Application for Payment.
7. Attached hereto as Annex G are proposed endorsements with respect to any intervening liens or other matters affecting title (if any).
8. Attached hereto as Annex H are the disbursement instructions referenced below.

The undersigned, a duly authorized representative of the Developer, hereby requests that the Disbursement Agent distribute funds from the Bond Subaccount of the City Account indicated in the Master Application for Payment and below to pay Eligible Infrastructure Costs incurred or due and payable in connection with the design and construction of the Infrastructure Work in accordance with the terms of the Disbursement Agreement.

The total amount requested to be funded from the Bond Subaccount pursuant to this Funding Notice is \$[\_\_\_\_\_], and this amount should be paid to the respective Parties according to the disbursement instructions attached hereto as Annex H.

The Developer hereby certifies that all disbursements included in the Master Application for Payment attached hereto in Annex A are Eligible Infrastructure Costs incurred in accordance with the Infrastructure Work Budget and Scope and further that the Master Application for Payment is delivered in accordance with the Redevelopment Agreement.

Submission of this Funding Notice shall constitute Developer's representation and certification that the following statements are true:

- (1) Each item for which payment or reimbursement is herein requested is an Eligible Infrastructure Cost and has not formed the basis for any prior payment.
- (2) Other than amounts requested to be paid pursuant to this Funding Notice, there

are no amounts unpaid for labor, wages, materials or supplies, which, if unpaid when same are due and payable, will become the basis of a vendor's lien, or a mechanics', materialmen's, statutory or other similar lien upon the Property or any part thereof, other than for work or material furnished after the period covered by this Funding Notice.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the undersigned representative of the Developer has executed this Funding Notice on behalf of the Developer, and not individually, as of the date first set forth above.

**HINES HISTORIC GAS PLANT  
DISTRICT PARTNERSHIP**

By: \_\_\_\_\_  
Name:  
Title:

cc:           **[City Address Block]**  
          Attention:  
          E-Mail:  
          Phone:

**[City Construction Representative  
Address Block]**  
Attention:  
E-Mail:  
Phone:

**[Annexes need to be provided]**

**ANNEX A**

**FORM OF MASTER APPLICATION FOR PAYMENT**

**MASTER APPLICATION FOR PAYMENT SUMMARY**

**HINES HISTORIC GAS PLANT DISTRICT PARTNERSHIP**, a joint venture conducting business in the State of Florida (“Developer”) in support of the Funding Notice to which this Master Application for Payment is attached, hereby certifies that the information provided below is true and complete in all material respects.

1. Period Covered by this Master Application for Payment: [\_\_\_\_\_]
2. Total Amount of Eligible Infrastructure Costs Requested with this Master Application for Payment: \$[\_\_\_\_\_].
3. Breakdown of the Total Amount from Section 2 above by Infrastructure Phase:

Phase	Contractors and Scope of Work	Amount Claimed
A		
B		
C		
D		
		Total:

4. Applications for Payment from each above-referenced builder are attached to this Master Application for Payment Summary on AIA G702 and G703 forms (or equivalent approved by City).<sup>1</sup>

**IN WITNESS WHEREOF**, the undersigned representative of Developer has executed this Master Application for Payment on behalf of Developer, and not individually, as of the date first set forth above.

**HINES HISTORIC GAS PLANT  
DISTRICT PARTNERSHIP**

By: \_\_\_\_\_  
Name:

<sup>1</sup> NTD City - Parties should consider whether to require notarization of the GC Applications for Payment and/or this Master Application for Payment

**REVIEWED AND APPROVED:**

Title:

**City Construction Representative**

By: \_\_\_\_\_

Name:

Title:

**ANNEX B**

**CONSTRUCTION DRAWDOWN SCHEDULE**



**ANNEX C**

**CONTRACTOR'S SWORN CONSTRUCTION STATEMENT**

[TO BE ON AIA DOCUMENT G907 – 2022]

ANNEX D

**FORM OF THE DEVELOPER'S SWORN CONSTRUCTION STATEMENT**

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

The undersigned, \_\_\_\_\_, the \_\_\_\_\_ of Hines Historic Gas Plant District Partnership (“Developer”), as developer, hereby certifies that the attached Total Project Cost Statement includes a full and complete list and breakdown of all existing contracts, subcontracts in excess of [\$25,000], and costs to be incurred in connection with the construction and completion of the “Infrastructure Work”, as defined in the HGP Redevelopment Agreement, dated as of July 31, 2024, by and among Developer and the City of St. Petersburg (the “Redevelopment Agreement”) and includes all work done or to be done, materials supplied or to be supplied or services furnished or to be furnished for the Infrastructure Work, as well as the amounts due and to become due under each such contract. All capitalized terms below not otherwise defined are used with the definitions provided in the Redevelopment Agreement.

The undersigned hereby further certifies as follows:

1. Developer’s good-faith estimate of the remaining Eligible Infrastructure Costs required to complete the Infrastructure Work is: \$[\_\_\_\_\_].
2. The original projected completion date for the Infrastructure Work was [\_\_\_\_\_]. The current projected completion date for the Infrastructure Work is \_\_\_\_\_, 202\_.
3. As of the date hereof, the completed construction percentage is \_\_\_\_\_, which percentage is measured by \_\_\_\_\_ *[Indicate whether measured by the percent of the Budget used or the amount of work remaining to be completed]*
4. The total of the unpaid costs in connection with completion of the Infrastructure Work do not exceed the undisbursed amount of the Bond Subaccount.
5. Attached hereto are invoices for all soft costs and any other costs not covered by the Construction Manager at Risk’s pay applications.

**FORM OF TOTAL PROJECT COST STATEMENT**

	<u>Description of Cost</u>	<u>Contract/Budget Amount</u>	<u>Amount Requested</u>	<u>Amount Remaining</u>
<b><u>Hard Costs</u></b>	<b>Infrastructure:</b>			
	Contractor X	\$	\$	\$
	Subcontractor A	\$	\$	\$
	Subcontractor B	\$	\$	\$
	Subcontractor C	\$	\$	\$
	Contractor Y	\$	\$	\$
	Subcontractor A	\$	\$	\$
	Subcontractor B	\$	\$	\$
	Subcontractor C	\$	\$	\$
	<b>Materials Procurement</b>	\$	\$	\$
	<b>FF&amp;E</b>	\$	\$	\$
	<b>[Other]</b>	\$	\$	\$
	<b>[Other]</b>	\$	\$	\$
	<b>Total Hard Costs:</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b><u>Soft Costs</u></b>	<b>Infrastructure:</b>			
	Architect	\$	\$	\$
	Subconsultant A	\$	\$	\$
	Subconsultant B	\$	\$	\$
	Subconsultant C	\$	\$	\$
	Designer	\$	\$	\$
	Subconsultant A	\$	\$	\$
	Subconsultant B	\$	\$	\$
	Subconsultant C	\$	\$	\$
	<b>Permitting</b>	\$	\$	\$
	<b>Misc. Expenses</b>	\$	\$	\$
	<b>[Other]</b>	\$	\$	\$
	<b>[Other]</b>	\$	\$	\$
	<b>Total Soft Costs</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>TOTAL</b>	<b>Total Project Costs</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

ANNEX E

CONDITIONAL WAIVERS OF LIEN

**WAIVER AND RELEASE OF LIEN  
UPON PROGRESS PAYMENT  
(CONDITIONAL)**

The undersigned contractor/supplier, upon receipt and in consideration of the sum of \$ \_\_\_\_\_, hereby waives and releases its lien and right to claim a lien and to assert any payment claim for labor, services, or materials furnished through [DATE], to [NAME OF CUSTOMER] on the job of [NAME OF OWNER] to the following described property: \_\_\_\_\_

\_\_\_\_\_  
(Description of property)

This waiver and release does not cover any retention withheld or any labor, services, or materials furnished after the date specified.

DATED on \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

By: \_\_\_\_\_  
Contractor/Supplier

**WAIVER AND RELEASE OF LIEN  
UPON FINAL PAYMENT  
(CONDITIONAL)**

The undersigned contractor/supplier, upon receipt and in consideration of the final payment in the amount of \$\_\_\_\_\_, hereby waives and releases its lien and right to claim a lien and to assert any payment claim for labor, services, or materials furnished to [NAME OF CUSTOMER] on the job of [NAME OF OWNER] to the following described property:

\_\_\_\_\_  
\_\_\_\_\_  
(Description of property)

DATED on \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_  
Contractor/Supplier

ANNEX F

UNCONDITIONAL WAIVERS OF LIEN

**WAIVER AND RELEASE OF LIEN  
UPON PROGRESS PAYMENT  
(UNCONDITIONAL)**

The undersigned contractor/supplier, in consideration of the sum of \$ \_\_\_\_\_, which the undersigned acknowledges it has received, hereby unconditionally waives and releases its lien and right to claim a lien and to assert any payment claim for labor, services, or materials furnished through [DATE], to [NAME OF CUSTOMER] on the job of [NAME OF OWNER] to the following described property: \_\_\_\_\_

\_\_\_\_\_  
(Description of property)

This waiver and release does not cover any retention withheld or any labor, services, or materials furnished after the date specified.

DATED on \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

By: \_\_\_\_\_

Contractor/Supplier

**WAIVER AND RELEASE OF LIEN  
UPON FINAL PAYMENT  
(UNCONDITIONAL)**

The undersigned contractor/supplier, in consideration of the final payment in the amount of \$\_\_\_\_\_, which the undersigned acknowledges it has received, hereby waives and releases its lien and right to claim a lien and to assert any payment claim for labor, services, or materials furnished to [NAME OF CUSTOMER] on the job of [NAME OF OWNER] to the following described property:

\_\_\_\_\_  
\_\_\_\_\_  
(Description of property)

DATED on \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_  
Contractor/Supplier

**ANNEX G**

**PROPOSED ENDORSEMENTS WITH RESPECT TO ANY INTERVENING LIENS OR  
OTHER MATTERS AFFECTING TITLE**



**EXHIBIT C TO DISBURSEMENT AGREEMENT**

**FEEES AND EXPENSES OF THE DISBURSEMENT AGENT**

\$\_\_\_\_\_ annually, payable in advance on the date of this Agreement and thereafter on \_\_\_\_\_ 1 of each calendar year beginning \_\_\_\_\_ 1, 2025.<sup>2</sup>

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<sup>2</sup> NTD – USB to provide.

**EXHIBIT D TO DISBURSEMENT AGREEMENT**

**AUTHORIZED REPRESENTATIVES; SECURITY PROTOCOL**

Authorized Representative of the City [City Address Block]  
for Purposes of Investment Instructions: Attention:  
E-Mail:  
Phone:

And those other officials whose names and signatures  
are included in the designation certificate attached to  
this Exhibit D as Schedule 1.

Authorized Representative of the City [City Address Block]  
for All Other Purposes: Attention:  
E-Mail:  
Phone:

Executive Officer of the City: [City Address Block]  
Attention:  
E-Mail:  
Phone:

Authorized Representative of the [Address Block]  
Developer: Attention:  
E-Mail:  
Phone:

Executive Officers of Developer: [Address Block]  
Attention:  
E-Mail:  
Phone:

Authorized Representative of the City [Address Block]  
Construction Representative: Attention:  
E-Mail:  
Phone:

**SCHEDULE I TO EXHIBIT D TO DISBURSEMENT AGREEMENT**

**AUTHORIZED REPRESENTATIVES FOR BANKING AND INVESTMENT ACTIVITY  
(effective immediately)**

The following employees of the City of St. Petersburg, Florida (the “City”) are hereby authorized to conduct banking and investment transactions on behalf of the City.

Notification will be provided of any changes to this list of authorized representatives.

<u>Name/Title</u>	<u>Signature</u>
[Name]	
[Title]	
Email:	
Phone:	

CITY OF ST. PETERSBURG, FLORIDA

\_\_\_\_\_  
Mayor  
\_\_\_\_\_, 2024

APPROVED AS TO FORM

\_\_\_\_\_

**EXHIBIT E TO DISBURSEMENT AGREEMENT**

**WIRE TRANSFER INSTRUCTIONS**

TO THE CITY:

To be provided at a later date by written notice to the Disbursement Agent.

TO THE DEVELOPER:

To be provided at a later date by written notice to the Disbursement Agent.

**EXHIBIT F TO DISBURSEMENT AGREEMENT**  
**CITY INVESTMENT REQUIREMENTS**

Permitted Investments as such term is defined in the [City Bond Resolution].

**EXHIBIT G TO DISBURSEMENT AGREEMENT**

**[NOTICE ADDRESSES] to be inserted / confirmed**

**To Developer at:** [Address Block]  
Attention:  
E-Mail:  
Phone:

**To the City at:** City of St. Petersburg  
175 Fifth Street North  
St. Petersburg, Florida 33701  
Attention: City Administrator  
E-mail: [robert.gerdes@stpete.org](mailto:robert.gerdes@stpete.org)  
Phone:

**with a copy to:** City of St. Petersburg  
175 Fifth Street North  
St. Petersburg, Florida 33701  
Attention: City Attorney  
E-mail: [Jacqueline.Kovilaritch@stpete.org](mailto:Jacqueline.Kovilaritch@stpete.org)  
Phone:

**To the City Construction Representative at:** [City Construction Representative Address Block]  
Attention:  
E-Mail:  
Phone:

**To the Disbursement Agent at:** U.S. Bank Trust Company, National Association  
500 West Cypress Creek Road,  
Suite 460  
Fort Lauderdale, Florida 33309  
Attention: Global Corporate Trust  
Email: [scott.schuhle@usbank.com](mailto:scott.schuhle@usbank.com)  
Phone: 954-938-2476

The following page(s) contain the backup material for Agenda Item: Approving settlement of the lawsuit entitled Lisa Fountain v. City of St. Petersburg, Case No. 23-000907-CI.  
Please scroll down to view the backup material.





RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING SETTLEMENT OF THE LAWSUIT OF LISA FOUNTAIN V. CITY OF ST. PETERSBURG, CIRCUIT COURT FOR PINELLAS COUNTY, FLORIDA, CASE NO. 23-000907-CI; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED, By the City Council of the City of St. Petersburg, Florida, that the settlement in the case of Lisa Fountain v. City of St. Petersburg, Case No. 23-000907-CI, in the amount of \$145,000.00 is approved.

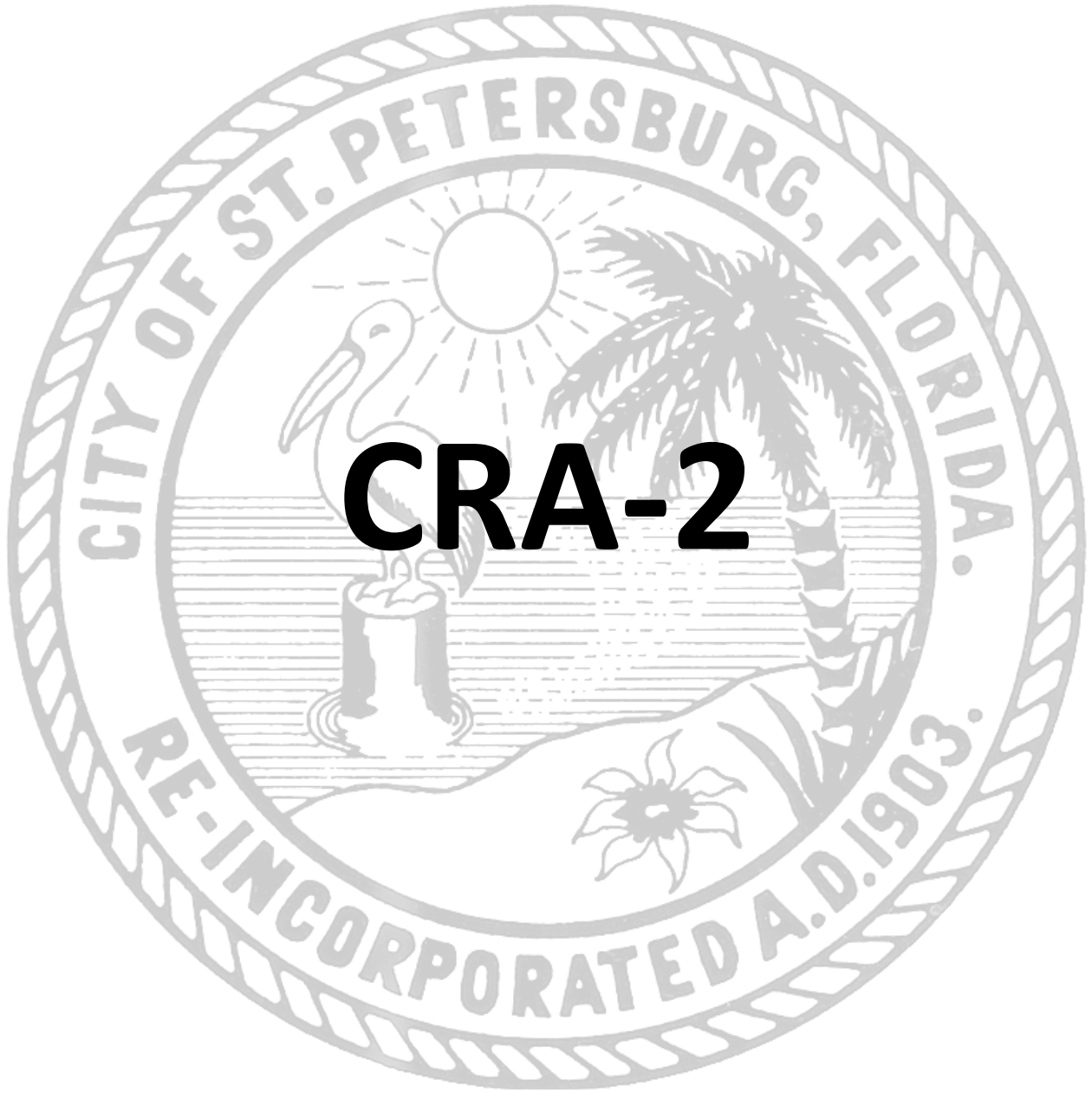
BE IT FURTHER RESOLVED that the City Administration and the City Attorney's Office are authorized to execute the necessary paperwork and pay the funds in accordance with such settlement.

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its adoption.

Approved as to Form and Content:

\_\_\_\_\_  
City Attorney (designee)

The following page(s) contain the backup material for Agenda Item: Approving a resolution recommending that the St. Petersburg City Council approve a First Amendment to Declaration of Restrictions regarding Citrus Grove Apartments; and providing an effective date. Please scroll down to view the backup material.



**CRA-2**



Community Redevelopment Agency  
December 5<sup>th</sup>, 2024 Meeting

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City File: SSPCRP-2024-8

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## Request

Approving a resolution recommending that the St. Petersburg City Council approve a First Amendment to Declaration of Restrictions regarding Citrus Grove Apartments; and providing an effective date.

## Recommendation

The St. Petersburg Community Redevelopment Agency recommends that the City Council take the following actions:

- **APPROVE** a resolution adopting a First Amendment to Declaration of Restrictions regarding Citrus Grove Apartments; and providing an effective date.

## Overview of Citrus Grove Apartments

Citrus Grove Apartments, previously named Bethel Community Heights, is comprised of seven, three-story concrete block apartment buildings, on 3.16 acres of land. The 50-year-old complex was purchased in October 2021 by the Foundation for Affordable Housing Citrus Grove, a nonprofit corporation based in Laguna Beach, Ca.

The Citrus Grove Apartments include 84 existing housing units comprised of 11 one-bedroom units, 27 two-bedroom units, 25 three-bedroom units, and 21 four-bedroom units. All units are restricted to households with an annual income of sixty percent (60%) of Area Median Income and have Project Based Vouchers. Residents pay a maximum of 30% of household income in rent.

City Council approved resolution No. 2022-420, approving an agreement between Foundation for Affordable Housing Citrus Grove LLC (“FFAH CG”) to provide \$1,420,708.25 in Tax Increment Financing from the South St. Petersburg Redevelopment District Fund to fund the cost for the renovation and rehabilitation of the Citrus Grove Apartment Complex. The payment was made from the “Affordable Housing Redevelopment Loan Program” after the recipient recorded a Restrictive Covenant in the official record of Pinellas County. The agreed-upon renovations have been completed and all committed funds have been paid.

FFAH CG wishes to transfer Citrus Grove Apartments to Citrus Grove Preservation, Ltd. (“CGP”). CGP plans to further rehabilitate Citrus Grove Apartments and will assume FFAH CG’s responsibilities regarding the Declaration of Restrictions (DOR) and will continue to operate Citrus Grove Apartments in accordance with the DOR.

### **Finding of Consistency with the South St. Petersburg Redevelopment Plan**

Providing public funding for the Citrus Grove Apartments is consistent with the Florida Community Redevelopment Act which calls *inter alia* for the construction and rehabilitation of affordable housing. The proposal is also consistent with the intent of the South St. Petersburg Community Redevelopment Plan (Plan) and the “Affordable Housing Redevelopment Loan Program”. When City Council approved the Plan for the CRA (Ord. #169-H), it recognized that building and maintaining affordable housing was one of the key strategies to revitalize the South St. Petersburg CRA.

Finally, the public funding is consistent with the Redevelopment Program and Funding Strategy for the Plan which calls for the encouragement of both private enterprise and innovative partnerships to implement the Plan. The City of St. Petersburg has created the “Affordable Housing Redevelopment Loan Program” whose stated objective is to provide funding through a variety of loan products including but not limited to bridge loans, loan guarantees, and low-interest or forgivable loans to support affordable housing developments in the CRA.

### **Recommendation**

The St. Petersburg Community Redevelopment Agency recommends that the City Council take the following actions:


- **APPROVE** a resolution adopting a First Amendment to Declaration of Restrictions regarding Citrus Grove Apartments; and providing an effective date.

### **Cost/Funding/ Assessment Information**

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

**ATTACHMENTS:** Resolution  
First Amendment to Declaration of Restrictions

  
Budget

 BC  
Administration

RESOLUTION NO. 2024-\_\_

A RESOLUTION BY THE ST. PETERSBURG COMMUNITY REDEVELOPMENT AGENCY RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG APPROVE A FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS REGARDING CITRUS GROVE APARTMENTS; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, City Council previously approved Resolution No. 2022-420 approving the award of TIF funds to FFAH Citrus Grove, LLC (“FFAH CG”) to renovate and rehabilitate its property located at 731 15th St. S. in St. Petersburg, Florida, which is also identified by the Parcel ID number 25-31-16-15518-000-0010, and is known as the “Citrus Grove Apartments”, which included approval of a funding agreement dated September 22, 2022 (“Funding Agreement”) to provide an amount not to exceed \$1,420,708.25 from the South St. Petersburg Redevelopment District Fund (1104) to FFAH CG to fund the cost of the project in exchange for FFAH CG ensuring that Citrus Grove Apartments remains restricted to qualified tenants in order to provide affordable housing until the year 2062; and

WHEREAS, pursuant to the Funding Agreement, a declaration of restrictions dated December 5, 2022 (“Declaration of Restrictions”), was executed and recorded to ensure that Citrus Grove Apartments remains restricted to qualified tenants in order to provide affordable housing until the year 2062; and

WHEREAS, the project contemplated by the Funding Agreement was completed and the Funding Agreement expired on or about December 22, 2023, but the Declaration of Restrictions remains in full force and effect; and

WHEREAS, FFAH CG wishes to transfer Citrus Grove Apartments to Citrus Grove Preservation, Ltd., a Florida limited partnership (“CGP”); and

WHEREAS, CGP’s representatives have represented to the City that it is CGP’s intent to further rehabilitate Citrus Grove Apartments and assume FFAH CG’s responsibilities pursuant to the Declaration of Restrictions and continue operating Citrus Grove Apartments in accordance with the Declaration of Restrictions; and

WHEREAS, CGP’s representatives have represented to the City that in order to finance the acquisition and additional rehabilitation of Citrus Grove Apartments, CGP is participating in a

tax credit re-syndication and obtaining multifamily housing revenue bonds from the Housing Finance Authority of Pinellas County; and

WHEREAS, U.S. Bank Trust Company, National Association, a national banking association (“Lender”), is financing CGP’s acquisition of Citrus Grove Apartments; and

WHEREAS, CGP’s representatives and Lender’s representatives originally requested that the City execute a subordination agreement regarding the Declaration of Restrictions in order meet certain requirements of the Lender in connection with its financing of CGP’s acquisition and rehabilitation of Citrus Grove Apartments; and

WHEREAS, after City staff expressed concerns about subordinating the Declaration of Restrictions, it was determined that amending the Declaration of Restrictions regarding the City’s remedies would meet certain requirements of the Lender in connection with its financing of CGP’s acquisition and rehabilitation of Citrus Grove Apartments; and

WHEREAS, the proposed First Amendment to the Declaration of Restrictions, attached hereto as Exhibit A and incorporated herein (“Amendment”), would amend the City’s remedies by deleting the remedy of liquidated damages and limiting the City’s remedies to specific performance and/or injunctive relief, but would not subordinate the Declaration of Restrictions, which would ensure that Citrus Grove Apartments remains restricted to qualified tenants in order to provide affordable housing until the year 2062, as set forth in the Declaration of Restrictions, to the extent permitted by applicable law; and

WHEREAS, the Amendment does not contemplate the expenditure of any further City or South St. Petersburg CRA TIF funds.

NOW, THEREFORE, BE IT RESOLVED that the St. Petersburg Community Redevelopment Agency recommends that the City of St. Petersburg City Council approve the First Amendment to Declaration of Restrictions, attached hereto as Exhibit A and incorporated herein, regarding Citrus Grove Apartments, as detailed in the foregoing recitals.

This resolution shall become effective immediately upon its adoption.

LEGAL:

Isabella Sabel  
00778491

DEPARTMENT:

James A. Sabel BC

Recording Requested By and  
When Recorded Mail to:

Brian Caper  
City of St. Petersburg  
Economic Development  
P.O. Box 2842  
St. Petersburg, FL 33731

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Property Appraisers Parcel Identification No.  
25-31-16-15518-000-0010

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(Space above this line for Recorder's Use)

**FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS**

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THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS (this "Amendment"), made by Citrus Grove Preservation, Ltd., a Florida limited partnership ("Citrus Grove Preservation") as the successor in interest to FFAH Citrus Grove, LLC, a Florida limited liability company ("FFAH Citrus Grove"), is made as of this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, to that certain Declaration of Restrictions, dated December 5, 2022, and recorded on December 7, 2022, in Official Records Book 22283, Pages 1778 - 1789, in the public records of Pinellas County, Florida (the "Declaration").

**R E C I T A L S:**

WHEREAS, the Declaration encumbers that certain real property as described and defined in the Declaration ("Property"); and

WHEREAS, the Declaration places restrictions on the Property that run with the land to ensure that the units on the Property will remain restricted to qualified tenants in order to provide affordable housing on the Property until the year 2062, as set forth in the Declaration; and

WHEREAS, at the time of the execution and recording of the Declaration, FFAH Citrus Grove was the fee owner of the Property; and

WHEREAS, FFAH Citrus Grove recently transferred fee title to the Property to Citrus Grove Preservation; and

WHEREAS, pursuant to section 9 of the Declaration, upon the transfer of title to the Property, all of FFAH Citrus Grove's obligations and liabilities under the Declaration shall automatically be fully and completely assigned to its successor in interest; and



WHEREAS, the beneficiary of the Declaration, the City of St. Petersburg, Florida, a municipal corporation (“City”), and Citrus Grove Preservation wish to amend the Declaration in order to satisfy certain requirements of Citrus Grove Preservation’s lender in connection with its financing of Citrus Grove Preservation’s rehabilitation of the Property and to ensure that the Property shall remain restricted to qualified tenants in order to provide affordable housing on the Property until the year 2062, as set forth in the Declaration.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Citrus Grove Preservation declares:

1. The above recitals are true and correct and are incorporated herein by this reference.

2. Citrus Grove Preservation acknowledges and agrees that the Declaration, as amended herein, runs with the land regarding the Property, and that as FFAH Citrus Grove’s successor in interest and current fee owner of the Property, Citrus Grove Preservation is bound by the Declaration, as amended by this Amendment, and has fully and completely assumed all of FFAH Citrus Grove’s obligations and liabilities under the Declaration. Citrus Grove Preservation acknowledges and agrees that the City has not waived any rights arising from the Declaration or the recording of the Declaration by virtue of this Amendment, including but not limited to, any priority regarding the Property pursuant to Chapter 695, Florida Statutes.

3. Section 8 of the Declaration is hereby amended as follows with additions indicated by underlining and deletions indicated by ~~strikethrough~~:

Grantor’s obligations under this Declaration of Restrictions go to the essence of Grantor’s agreement with the City; Notwithstanding anything herein or otherwise to the contrary, the City acknowledges and agrees that its remedies hereunder shall be limited to seeking specific performance and/or injunctive relief to compel compliance by Grantor and Grantor’s successors in interest with the provisions hereof.

~~and any failure to abide by these restrictions will result in damages to the City that are extremely difficult and impractical to ascertain and fix as actual damages under known and anticipated facts and circumstances, for which the City’s remedies at law will not be adequate in the event of breach. Therefore, if the restrictions set forth herein are violated, and are not cured within thirty (30) days of notice of the violation by the City, in addition to any penalties, fines or liens which may occur through any other legal process, Grantor, or Grantor’s successors in interest to the Property, shall be liable for and shall pay to the City, as the City’s sole and exclusive remedy, the amount paid by the City to Grantor for each unit, which is \$16,913.19, plus 8% interest per annum, calculated from the date this Declaration is made, (“Contributed Value”) for each restriction violation which is not cured within the cure period of thirty (30) days. The Contributed Value is hereby agreed and acknowledged to be reasonable liquidated damages, not a penalty, for the violation of this Declaration of Restrictions. The Contributed Value shall be immediately due and payable to the City and shall be a lien on the Property effective as of the day this Declaration of Restriction is executed.~~

4. Except as specifically amended hereby, all terms and conditions of the Declaration shall remain and continue in full force and effect in accordance with its terms in the Declaration

and shall not otherwise be deemed modified, revoked, or terminated in any manner. Should there be any inconsistency between the terms hereof and those of the Declaration, then the terms of this Amendment shall control. All capitalized terms in this Amendment shall have the meaning set forth in the Declaration, unless otherwise defined herein.

5. It is expressly agreed that this Amendment shall be binding upon and shall be deemed to run with the land and shall bind and inure to the benefit of the successors and assigns of both the City and Citrus Grove Preservation. In the event that Citrus Grove Preservation transfers title to the Property or otherwise assigns its obligations hereunder, all of Citrus Grove Preservation's obligations and liabilities under this Amendment shall be fully and completely assigned to such successor or assignee, as the case may be, in full as if the same were mentioned by name instead of Citrus Grove Preservation herein.

6. Citrus Grove Preservation covenants and represents that on the date of execution of this Amendment, Citrus Grove Preservation is seized of the Property in fee simple and has good right to create, establish, and impose these restrictive covenants on the use of the Property.

7. Citrus Grove Preservation represents and warrants that, (i) it is a duly organized, qualified and existing entity under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Amendment to so execute the same and fully bind Citrus Grove Preservation.

8. The laws of the State of Florida govern this Amendment. 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 Citrus Grove Preservation and the City consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first above written.

*This space intentionally blank. Signature page follows.*

**CITRUS GROVE PRESERVATION, LTD.,**  
a Florida limited partnership

By: Citrus Grove Preservation GP LLC,  
a Delaware limited liability company,  
its general partner

By: \_\_\_\_\_  
Name: Russell Condas  
Title: Vice President  
Address: c/o Lincoln Avenue Capital  
401 Wilshire Blvd., Floor 11  
Santa Monica, CA 90401

WITNESS:

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

WITNESS:

Sign: \_\_\_\_\_

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE 1189**

XX

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 2024 before me, \_\_\_\_\_, Notary Public, personally appeared **Russell Condas** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form and Content:

\_\_\_\_\_

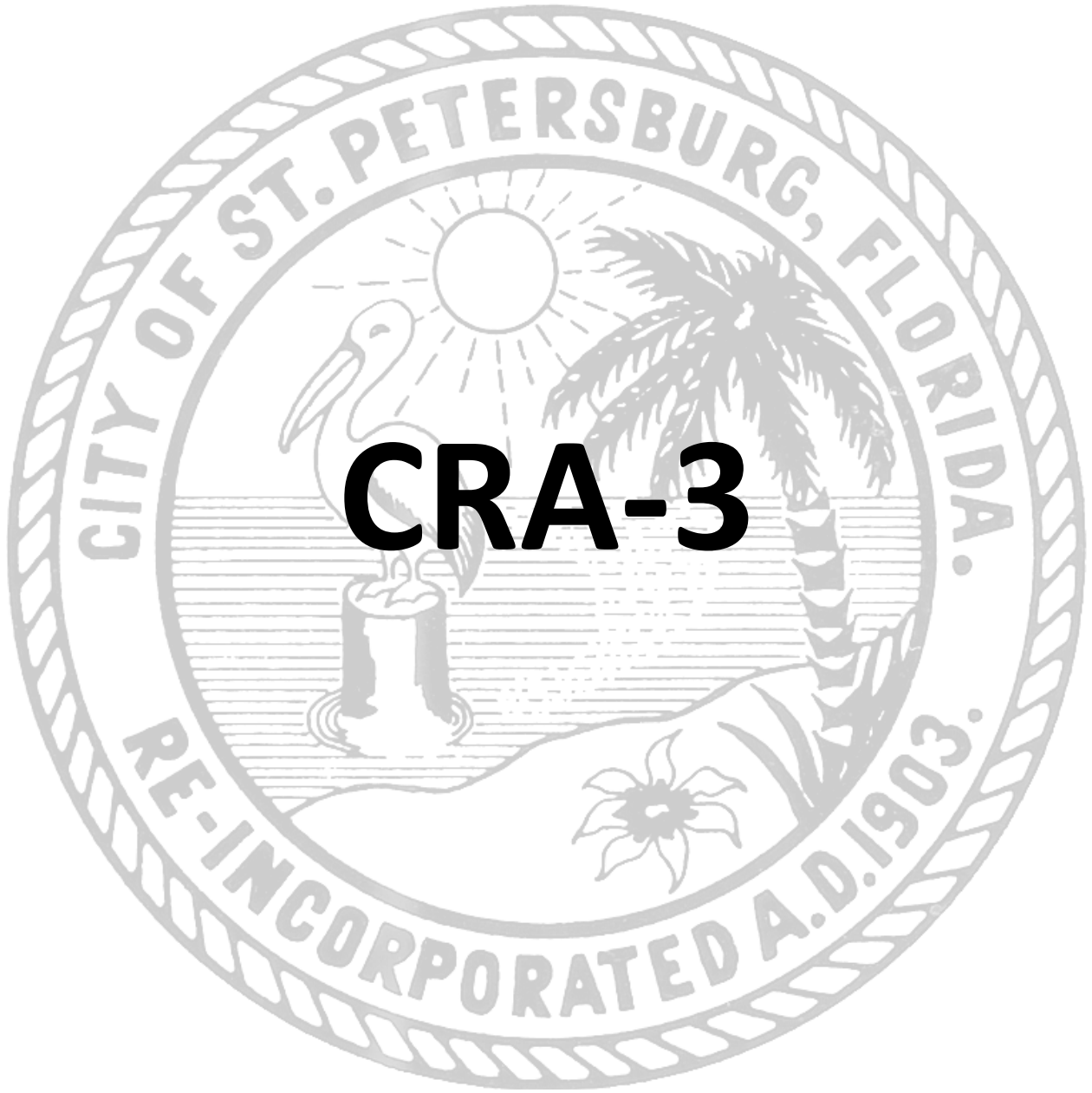
City Attorney (Designee)

By: \_\_\_\_\_

Assistant City Attorney

00778485

The following page(s) contain the backup material for Agenda Item: Approving a resolution recommending that the St. Petersburg City Council approve amendments to the South St. Petersburg CRA “Rapid Roof Replacement Program.”  
Please scroll down to view the backup material.



**CRA-3**



Community Redevelopment Agency  
December 5, 2024 Meeting

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City File: SSPCRP-2024-5

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## Request

Approving a resolution recommending that the St. Petersburg City Council approve the following amendments to the South St. Petersburg CRA "Rapid Roof Replacement Program".

## Recommendation

The St. Petersburg Community Redevelopment Agency recommends that City Council:

- **Approve** amendments to the Rapid Roof Replacement Program, a subprogram of the Affordable Single-Family Homeownership program, to expand eligible properties to include those in need of roof repair or replacement due to damage from Hurricane Helene or Hurricane Milton, and
- **FIND** that the expenditure of TIF funds for the proposed is consistent with both the intent of the South St. Petersburg Community Redevelopment Plan and the CRA's "Rapid Roof Replacement Program".

## Background on Affordable Single Family Homeownership Program

The City Council approved six new programs and eight amendments to existing TIF programs on December 6, 2018, to finance investments in the Community Redevelopment Area (CRA). The Housing and Community Development Department of the City currently oversees direct financial assistance programs funded by the CRA, which supports affordable homeownership for income-eligible households in the South St. Petersburg community. The "Affordable Single Family Homeownership Program" is one of the programs that was introduced. The current programs include down payment and closing cost assistance to first-time homebuyers, rehabilitation assistance for owner-occupied properties, barrier-free mitigations, homebuyer education, credit counseling, foreclosure assistance, and other programs to ensure sustainable homeownership. For this program, households whose income is 140 percent and below the area median household income (AMI) are considered "income-eligible".

The City Council approved the Rapid Roof Replacement Program, a subprogram of the Affordable Single-Family Homeownership Program on July 11, 2024. The program offers

forgivable loans at zero percent (0%) interest to South St. Petersburg Community Redevelopment Area (SSPCRA) residents at or below 120 percent AMI who owned and occupy a residential property located within the boundaries of the SSPCRA with active code violations requiring roof replacement and related repairs.

### **Background on South St. Petersburg CRA TIF Programs**

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

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

### **Recommendation**

City Administration recommends approving amendments to the South St. Petersburg CRA "Rapid Roof Replacement Program".

### **Cost/Funding/Assessment Information**

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

**ATTACHMENTS:** Resolution  
Exhibit 1-Program Description

Kaitlyn Berger  
Budget

James A. [Signature] BC  
Administration



Resolution No. 2024 - \_\_\_\_\_

A RESOLUTION BY THE ST.PETERSBURG COMMUNITY REDEVELOPMENT AGENCY RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG APPROVE AMENDMENTS TO THE RAPID ROOF REPLACEMENT PROGRAM, A SUBPROGRAM OF THE AFFORDABLE SINGLE-FAMILY HOMEOWNERSHIP PROGRAM, TO EXPAND ELIGIBLE PROPERTIES TO INCLUDE THOSE IN NEED OF ROOF REPAIR OR REPLACEMENT DUE TO DAMAGE FROM HURRICANE HELENE OR HURRICANE MILTON (**SEE ATTACHED EXHIBIT 3A**); AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, on December 6, 2018, City Council approved the Affordable Single-Family Homeownership Program via Resolution 2018-613, which provides SSCRA funding to support affordable homeownership for income-eligible households through, among other programs, the rehabilitation assistance for owner-occupied properties (“RAP”) program; and

WHEREAS, on March 21, 2024, City Council approved amendments to the Affordable Single-Family Homeownership Program via Resolution 2024-127 to increase downpayment and closing cost assistance from a maximum of \$20,000 with awards based on income tiers, to a maximum of \$75,000 regardless of income tier; and

WHEREAS, on July 11, 2024, City Council approved the Rapid Roof Replacement Program, a subprogram of the Affordable Single-Family Homeownership Program, to offer forgivable loans at zero percent (0%) interest to SSCRA residents at or below 120% AMI who own and occupy a residential property located within the boundaries of the City’s South St. Petersburg Community Redevelopment Area with active code violations requiring roof replacement and related repairs (“Rapid Roof Replacement Program”); and

WHEREAS, on September 26, 2024, Hurricane Helene made landfall as a Category 4 hurricane near Perry, Florida, causing widespread destruction to the City of St. Petersburg; and

WHEREAS, shortly after Hurricane Helene, on October 9, 2024, Hurricane Milton made landfall as a Category 3 hurricane near Siesta Key, Florida, causing additional widespread destruction to the City of St. Petersburg; and

WHEREAS, many houses within the SSCRA boundaries sustained roof damage from Hurricane Helene and/or Hurricane Milton.


NOW THEREFORE, BE IT RESOLVED that the St. Petersburg Community Redevelopment Agency recommends the St. Petersburg City Council approve amendments to the Rapid Roof Replacement Program, a subprogram of the Affordable Single-Family Homeownership Program, to expand eligible properties to include those in need of roof repair or replacement due to damage from Hurricane Helene or Hurricane Milton (see attached **Exhibit 3A**).

This Resolution shall become effective immediately upon its adoption.

LEGAL:

  
00777600

DEPARTMENT:

 BC

## **Subprogram: Rapid Roof Replacement Program**

### **I. Description and Purpose**

The *Rapid Roof Replacement Program* will offer a forgivable loan at zero percent (0%) interest to income-eligible applicants who own and occupy a residential dwelling unit located within the boundaries of the South St. Petersburg Community Redevelopment Area (CRA). The loan will be forgiven after five years of continued occupancy by the homeowner. To qualify for the Rapid Roof Replacement Program, the total gross annual income of the household, including all residents, should not exceed 120% of the Area Median Income (AMI).

### **II. Consistency with the South St. Petersburg Redevelopment Plan**

The South St. Petersburg CRA provides a sustainable and durable source of financing to assist private enterprises in remedying blight and poverty in South St. Petersburg. The City directs the majority of tax increment financing revenues deposited into the Trust Fund towards providing direct assistance for private investment, including in residential rehabilitation through grants, loans, property tax abatements, or other vehicles that help leverage capital from diverse sources.

The redevelopment program for the South St. Petersburg Community Redevelopment Plan centers on reinvigorating the housing market through rehabilitation. The funding programs are designed to address the compelling issues of blight such as housing that is deteriorated. Creating decent, safe, and sanitary housing conditions are essential steps in improving the South St. Petersburg CRA.

### **III. Type and Amount of Award**

Applicants may apply for zero percent (0%) interest loans, up to \$20,000 for replacement of roofs with active roof code violations or roof damage from Hurricane Helene or Hurricane Milton. The replacement may include the repair of damage to ceiling, soffit, fascia, and walls that were caused by roof leaks.

To be eligible for the Rapid Roof Replacement Program:

- Household gross annual income of 120% AMI or lower
- Homeowner located within the boundaries of the South St. Petersburg Community Redevelopment Area
- Property must have an active code violation related to the roof or roof damage from

*Amended TIF Program Dec. 2024*

**Exhibit 3A**  
**Affordable Single-Family Homeownership Program Subprogram:**  
**Rapid Roof Replacement Program**  
South St. Petersburg CRA Tax Increment Financing Program

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Hurricane Helene or Hurricane Milton

- Homeowner must have fee simple title to the property
- The property and the Homeowner must meet the City's underwriting guidelines, which are updated annually at a minimum and may be updated by City Administration from time to time throughout the year.

#### **IV. Funding Source**

The City of St. Petersburg may allocate funding annually from the TIF contributions to support the Affordable Single-Family Homeownership Program. The funding amount will be determined annually and by budget amendment if necessary. The CRA funding will be used to augment the City's current homeowner assistance programs but with a requirement that the TIF funding be expended to support income-eligible homeownership within the South St. Petersburg CRA. The maximum income levels for this program are based on the Florida Housing Finance Corporation's SHIP Program, which is adjusted annually (see attachment).

#### **V. Program Guidelines**

Program Administration and Enforcement

The City's Housing and Community Development Department will administer and enforce the program and contract requirements for the Rapid Roof Replacement Program. The program will operate out of the Single-Family Rehabilitation Assistance Program.

Program Process

Homeowners can apply through the City's RAP Neighborly Portal or complete a paper application and submit it to the RAP program. All required documentation to determine income eligibility is part of this application.

A Rehabilitation Officer will screen applications for eligibility, complete the income eligibility screening, and then set appointments with homeowners to go out to the property to complete an initial inspection of the roof. The property will be ineligible for roof replacement if the housing structure is deemed uninhabitable as per City Code. The Rehabilitation Officer evaluates the roof to determine the scope of work (SOW). The homeowner reviews the SOW, signs off the specifications, and agrees to a bidder walk-through.

Bidding Process

The Housing and Community Development Department programs work independently

*Amended TIF Program Dec. 2024*

**Exhibit 3A**  
**Affordable Single-Family Homeownership Program Subprogram:**  
**Rapid Roof Replacement Program**  
South St. Petersburg CRA Tax Increment Financing Program

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from the City's Procurement Department to procure bids for homeowner rehabilitation, including the Rapid Roof Replacement program. All contractors sent information about open houses are based on current contractors who have submitted qualifications and have been qualified by the City's Procurement Department.

Contractors are to be licensed and insured. The Rehabilitation Officer is responsible for reviewing the state and federal debarment/suspension lists prior to any invitation to bid.

The Rehabilitation Officer conducts an on-site job walk-through meeting with interested bidders, answering questions and providing any additional information regarding the roof replacement. The homeowner is encouraged to attend the bid, to meet contractors and to promote a better understanding of the roof replacement. Bids are obtained through the City's Housing and Community Development Department, who then reviews the bid with the homeowner.

Loan Closing/Contract Signing

A loan closing and contract signing meeting is held by the Rehabilitation Officer and homeowner. The bids are reviewed by the homeowner and the homeowner selects the contractor for the roof replacement. The contract between the city and the homeowner related to the loan is signed by the homeowner, with the homeowner having a 3-day right of rescission before the commencement of the work.

The Notice of Commencement is filed in the records of Pinellas County and provided to the selected contractor by the city, and the mortgage documents are then recorded with the Clerk of Courts.

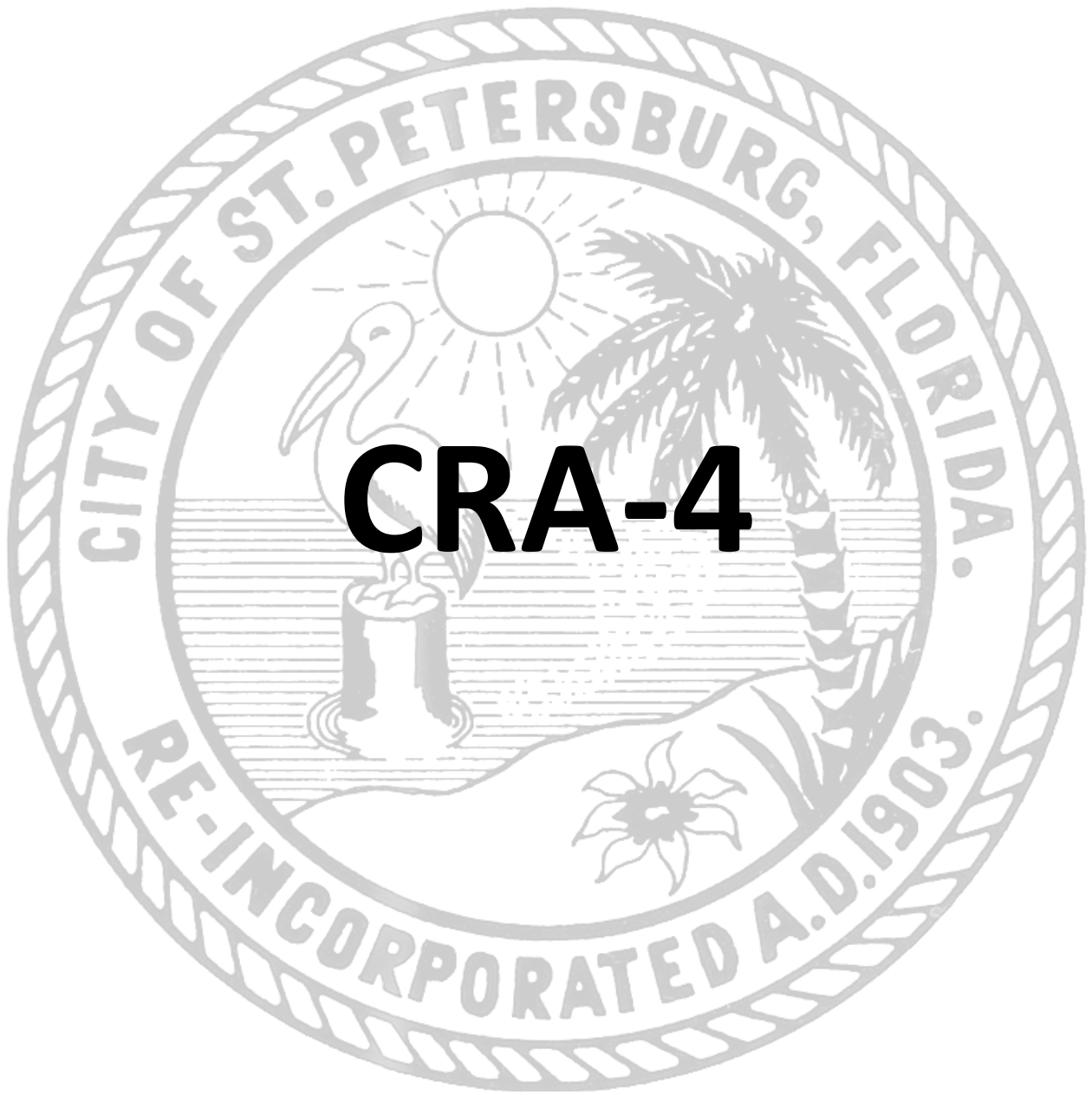
Permitting

The Rehabilitation Officer monitors the project to ensure permits are pulled when required and tracks the progress through the completion of construction. It is the responsibility of the contractor and subcontractors to ensure all necessary and required permits are obtained before the commencement of the roof replacement. All work must be inspected, and permits finalized by the City's Development Services Department before completion of the roof replacement.

~~Map of Active Roof Code Cases within the South St. Petersburg Community Redevelopment Area~~

The following page(s) contain the backup material for Agenda Item: A Resolution of the St. Petersburg Community Redevelopment Agency approving the form and authorizing the execution and delivery of an amended and restated interlocal agreement with the City of St. Petersburg, Florida.

Please scroll down to view the backup material.



**CRA-4**



# CRA RESOLUTION AND INTERLOCAL AGREEMENT

**ST. PETERSBURG CITY COUNCIL**  
**City Council Meeting**  
**November 21, 2024**

**TO:** The Honorable Deborah Figgs-Sanders, Chair and Members of St. Petersburg Community Redevelopment Agency

**FROM:** James Corbett, City Development Administrator.

**SUBJECT:** *A Resolution of the St. Petersburg Community Redevelopment Agency approving the form and authorizing the execution and delivery of an amended and restated interlocal agreement with the City of St. Petersburg, Florida*

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**REQUEST:**

Administration requests City of St. Petersburg Community Redevelopment Agency consider and approve the attached Resolution recommending the approval of the Amended and Restated Interlocal Agreement with the City of St. Petersburg, FL.

**OVERVIEW:**

The City has issued debt to finance and/or refinance costs of all or a portion of capital projects identified in the Intown Redevelopment Plan and plans to issue additional debt related to the New Stadium Project (Series 2024A and B), as well as the Historical Gas Plant Infrastructure Project (2024C). The City and the CRA desire to enter into that certain Amended and Restated Interlocal Agreement, as defined herein, to evidence the CRA's repayment obligations from tax increment revenues from the Intown Redevelopment Area for such debt service payments.

**RECOMMENDATION:**

City Administration recommends the St. Petersburg Community Redevelopment Agency approve the attached Resolution recommending approving the form and authorizing the execution and delivery of an amended and restated interlocal agreement with the City of St. Petersburg, Florida

**ATTACHMENTS:** CRA Resolution

CRA NO. 24-\_\_

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ST. PETERSBURG, FLORIDA APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED INTERLOCAL AGREEMENT WITH THE CITY OF ST. PETERSBURG, FLORIDA; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida (the "City") has and/or will incur debt to finance and/or refinance costs of all or a portion of capital projects identified in the Intown Redevelopment Plan (as may be amended from time to time, the "Plan") for the Intown Redevelopment Area (the "Intown Redevelopment Area"), including without limitation, the Public Service Tax Revenue Bonds, Series 2016A (the "Series 2016A Bonds"), Public Service Tax Revenue Bonds, Series 2016B (the "Series 2016B Bonds"), Non-Ad Valorem Revenue Bonds, Series 2024A (Stadium Project) (the "Series 2024A Bonds"), Non-Ad Valorem Revenue Bonds, Series 2024B (Stadium Project) (the "Series 2024B Bonds"), and Non-Ad Valorem Revenue Bonds, Series 2024C (HGPD Infrastructure Project) (the "Series 2024C Bonds," and together with the Series 2016A Bonds, the Series 2016B Bonds, the Series 2024A Bonds, and the Series 2024B Bonds, together with any bonds that refinance any or all of the same, the "Bonds"); and

WHEREAS, the City and the Community Redevelopment Agency of the City of St. Petersburg, Florida ("CRA") have determined that the most cost effective and timely manner in which to finance certain capital projects identified in the Plan with respect to the Intown Redevelopment Area, is to have the City incur debt, including without limitation the Bonds, and use the proceeds thereof to pay for all or a portion of such capital projects and have the option to utilize Intown Redevelopment Area tax increment revenues for debt service payments on debt incurred by the City, including the Bonds, for capital projects identified in the Plan, but only to the extent permitted by the Second Amended and Restated Interlocal Agreement between the City of St. Petersburg, Florida and Pinellas County, Florida for the Commitment of Tax Increment Revenues in the Intown Redevelopment Area dated as of July 31, 2024 for the capital projects financed or refinanced with proceeds of such Bonds; and

WHEREAS, the City and the CRA desire to enter into that certain Amended and Restated Interlocal Agreement, as defined herein, to evidence the CRA's repayment obligations from tax increment revenues from the Intown Redevelopment Area for such debt service payments.

BE IT RESOLVED by the Community Redevelopment Agency of the City of St. Petersburg, Florida:

SECTION 1. The Amended and Restated Interlocal Agreement, the substantially final form of which is attached hereto as Exhibit A (the "Amended and Restated Interlocal Agreement"), is hereby approved. The Chair of the CRA is authorized to execute the Amended and Restated Interlocal Agreement with such non-substantive changes, insertions and variations as may be necessary and approved by the City Attorney's Office after consultation with the Executive Director of the CRA.

SECTION 2. If any one or more of the covenants, agreements or provisions of this resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed severable from the remaining covenants, agreements or provisions of this resolution.

SECTION 3. This resolution supersedes all prior actions of the CRA inconsistent herewith. All resolutions or portions thereof in conflict with the provisions of this resolution are hereby repealed to the extent of any such conflict.

SECTION 4. This resolution shall become effective immediately upon its adoption.

LEGAL:



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**EXHIBIT A**

**FORM OF AMENDED AND RESTATED INTERLOCAL AGREEMENT**

**AMENDED AND RESTATED  
INTERLOCAL AGREEMENT  
BETWEEN  
CITY OF ST. PETERSBURG, FLORIDA  
AND  
COMMUNITY REDEVELOPMENT AGENCY  
OF THE CITY OF ST. PETERSBURG, FLORIDA  
RE. INTOWN REDEVELOPMENT AREA**

This Amended and Restated Interlocal Agreement (the "Agreement") is entered into as of \_\_\_\_\_, 2024 ("Effective Date"), by and between the CITY OF ST. PETERSBURG, FLORIDA, a Florida municipal corporation (the "City"), and the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ST. PETERSBURG, FLORIDA, a body corporate and politic (the "Community Redevelopment Agency").

**RECITALS**

WHEREAS, the St. Petersburg City Council (the "City Council") petitioned the Board of County Commissioners of Pinellas County, Florida (the "Board") for a delegation of authority and powers to accomplish redevelopment of areas within the Intown Design and Development Program ("IDDP"); and

WHEREAS, the Board adopted Resolution No. 81-465 on June 30, 1981, delegating to the City Council the power and authority to conduct redevelopment activities for the IDDP and to act as the redevelopment agency for the IDDP; and

WHEREAS, the City Council adopted Resolution No. 81-1401 on December 17, 1981, declaring an area of the City described therein to be a slum or blighted area (the "Intown Redevelopment Area"), and declaring itself to be the redevelopment agency to carry out redevelopment within the Intown Redevelopment Area; and

WHEREAS, the City Council established the funding of a redevelopment trust fund for the Intown Redevelopment Area ("Redevelopment Trust Fund") through the enactment of Ordinance No. 570-F on April 15, 1982, as amended and supplemented from time to time for the purpose of carrying out redevelopment in the Intown Redevelopment Area pursuant to Chapter 163, Part III, Florida Statutes (the "Redevelopment Act"); and

WHEREAS, the City Council and the Community Redevelopment Agency have adopted a community redevelopment plan, called the Intown Redevelopment Plan (as amended from time to time, the "Plan") with respect to the Intown Redevelopment Area to, among other things receive and manage the use of tax increment revenues within the Intown Redevelopment Area ("Intown Tax Increment Revenues"); and

WHEREAS, the City and the Community Redevelopment Agency have determined that the most cost effective and timely manner in which to finance certain capital projects in the Plan is to have the City incur debt and use proceeds thereof to pay for all or a portion of such capital

projects and have the option to utilize Intown Tax Increment Revenues for debt service payments on debt incurred by the City for capital projects identified in the Plan; and

WHEREAS, to finance all or a portion of such capital projects, the City has heretofore issued its Public Service Tax Revenue Bonds, Series 2016A (the “Series 2016A Bonds”), Public Service Tax Revenue Bonds, Series 2016B (the “Series 2016B Bonds”), Non-Ad Valorem Revenue Bonds, Series 2024A (Stadium Project) (the “Series 2024A Bonds”), Non-Ad Valorem Revenue Bonds, Series 2024B (Stadium Project) (the “Series 2024B Bonds”), and Non-Ad Valorem Revenue Bonds, Series 2024C (HGPD Infrastructure Project) (the “Series 2024C Bonds,” and together with the Series 2016A Bonds, the Series 2016B Bonds, the Series 2024A Bonds, and the Series 2024B Bonds, together with any bonds that refinance any or all of the same, the “Bonds”); and

WHEREAS, the parties hereto desire to memorialize the Community Redevelopment Agency’s commitment to repay the City from Intown Tax Increment Revenues that may be utilized for debt service on the Bonds, but only to the extent permitted by the Second Amended and Restated Interlocal Agreement between the City of St. Petersburg, Florida and Pinellas County, Florida for the Commitment of Tax Increment Revenues in the Intown Redevelopment Area dated as of July 31, 2024 (the “Second Amended and Restated Interlocal Agreement”) for the capital projects financed or refinanced with proceeds of such Bonds; and

WHEREAS, prior to the date hereof, the City has borrowed monies in furtherance of community redevelopment in the Intown Redevelopment Area in the manner and to the extent described herein, and the parties hereto desire to memorialize and affirm the Community Redevelopment Agency’s commitments with respect thereto; and

WHEREAS, the parties hereto desire to memorialize the terms under which the Community Redevelopment Agency shall repay the City for debt service payments made or to be made by the City in furtherance of community redevelopment in the Intown Redevelopment Area which is consistent with the Plan, which financial obligations shall be treated as indebtedness for purposes of applicable law; and

WHEREAS, the City and the Community Redevelopment Agency entered into an Interlocal Agreement on September 28, 2023 (the “2023 Interlocal Agreement”), relating to the several community redevelopment areas (each a “Redevelopment Area”) that remain active, including the Intown Redevelopment Area, to memorialize the Community Redevelopment Agency’s commitment to repay the City from the tax increment revenues generated within each Redevelopment Area, including the Intown Redevelopment Area, in accordance with the 2023 Interlocal Agreement that provides reimbursement for services of designated City employees to the Redevelopment Areas, including the Intown Redevelopment Area, which services may include full-time services for the administration of the community redevelopment plans for the Redevelopment Areas, including the Intown Redevelopment Area, and as-needed services for capital projects and programs being implemented in the Redevelopment Areas, including the Intown Redevelopment Area; and

WHEREAS, the City represents and warrants that all payments to be made hereunder shall be made in compliance with the Second Amended and Restated Interlocal Agreement; and

WHEREAS, other than as described herein, Intown Tax Increment Revenues are not subject to any prior pledge or lien, and are free from all encumbrances; and

WHEREAS, the City and the Community Redevelopment Agency are entering into this Agreement to amend and restate in its entirety the Interlocal Agreement between the City of St. Petersburg, Florida and the Community Redevelopment Agency of the City of St. Petersburg, Florida re. Intown Redevelopment Area dated March 23, 2016.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. Incorporation of Recitals. The above set forth recitals are hereby incorporated into the terms of this Agreement.

2. Obligation to Repay City.

A. (i) To the extent permitted by the Redevelopment Act, solely from available accumulated Intown Tax Increment Revenues or receipt of Intown Tax Increment Revenues, the Community Redevelopment Agency shall immediately repay the City an amount equal to the debt service on the Bonds from Intown Tax Increment Revenues, but only to the extent permitted by the Second Amended and Restated Interlocal Agreement for the capital projects financed or refinanced with proceeds of such Bonds. Notwithstanding anything herein to the contrary, Intown Tax Increment Revenues shall not be used to pay debt service on Bonds allocable to capital projects or portions of capital projects located outside the boundaries of the Intown Redevelopment Area. To the extent that the City prepays the Bonds, the Community Redevelopment Agency shall repay the City the prepayment price, including any accrued interest, which is allocable to the Bonds, as applicable. The obligations to transfer such Intown Tax Increment Revenues to the City to make payments hereunder shall survive the date on which the Bonds, respectively, are no longer outstanding.

(ii) The Community Redevelopment Agency shall also make all payments to the City required pursuant to the 2023 Interlocal Agreement.

(iii) Subject to the limitations in the Second Amended and Restated Interlocal Agreement, all payment obligations hereunder shall be on parity and equal status, with no priority of one obligation over another.

(iv) To the extent that the Community Redevelopment Agency does not timely make payments due hereunder, past due amounts shall bear interest at a rate equal to the investment return on proceeds until such past due amounts, together with interest thereon, are fully paid.

B. Any amounts received by the Community Redevelopment Agency in excess of the amount necessary to make the payments required hereunder and under the 2023 Interlocal



Agreement may be retained by the Community Redevelopment Agency and used for any lawful purpose of the Community Redevelopment Agency, including the Plan. Subject to the limitations in the Second Amended and Restated Interlocal Agreement, the Community Redevelopment Agency shall be obligated to use all available and unencumbered Intown Tax Increment Revenues in its accounts to first satisfy outstanding obligations hereunder and under the 2023 Interlocal Agreement until such time as such obligations are fully satisfied and repaid.

C. In order to provide security for the City for the obligations hereunder and under the 2023 Interlocal Agreement, subject to the limitations in the Second Amended and Restated Interlocal Agreement, the Community Redevelopment Agency hereby pledges to the City the Intown Tax Increment Revenues which pledge shall be prior and superior to all other pledges thereof; provided, however, that the tax increment revenues which derive from any other redevelopment areas heretofore or hereafter established within the Community Redevelopment Agency's jurisdiction are not pledged in any manner to secure the obligations hereunder. Notwithstanding anything to the contrary herein, the Bonds are not secured by any amounts pledged or paid hereunder, but amounts paid hereunder and under the 2023 Interlocal Agreement are considered to be legally available non-ad valorem revenues of the City for purposes of meeting the City's ant-dilution test calculations subject to the limitations in the Second Amended and Restated Interlocal Agreement.

D. In the manner and to the extent described in the Second Amended and Restated Interlocal Agreement, the Community Redevelopment Agency is presently entitled to receive the Intown Tax Increment Revenues to be deposited in the Redevelopment Trust Fund, and has taken all action required by law to entitle it to receive such Intown Tax Increment Revenues, and the Community Redevelopment Agency will diligently enforce the obligation of any "Taxing Authority" (as defined in Section 163.340(2), Florida Statutes) to appropriate its share of such Intown Tax Increment Revenues and will not take, or consent to or adversely permit, any action which will impair or adversely affect the obligation of each such Taxing Authority to appropriate its share of such Intown Tax Increment Revenues, impair or adversely affect in any manner the deposit of such Intown Tax Increment Revenues in the Redevelopment Trust Fund, or the pledge of such Intown Tax Increment Revenues in the manner and to the extent provided in the Second Amended and Restated Interlocal Agreement. Subject to the limitations in the Second Amended and Restated Interlocal Agreement, the Community Redevelopment Agency shall be unconditionally and irrevocably obligated until the payment in full by the Community Redevelopment Agency of its indebtedness to the City to repay debt service on the Bonds and financial obligations under the 2023 Interlocal Agreement, to take all lawful action necessary or required in order to ensure that each such Taxing Authority shall appropriate its share of such Intown Tax Increment Revenues as now or later required by law, and to make or cause to be made any deposits of such Intown Tax Increment Revenues or other funds required by this Agreement.

E. The Community Redevelopment Agency does hereby authorize and consent to the exercise of full and complete control and custody of the Redevelopment Trust Fund relating to the Intown Redevelopment Area, and any and all moneys therein, by the City for the purpose provided in this Agreement, including payment of the obligations hereunder, in the manner and

to the extent described in the Second Amended and Restated Interlocal Agreement, without further action of the Community Redevelopment Agency.

3. Severability. If any one or more of the covenants, agreements or provisions of this Agreement should be held contrary to any express provision of law or contrary to any policy of expressed law, although not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed severable from the remaining covenants, agreements or provisions of this Agreement.

4. Applicable Provisions of Law. This Agreement shall be governed by and construed in accordance with the applicable laws of the State of Florida.

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

6. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

7. City Council Members of the City Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement or for any claim based thereon or otherwise in respect thereof, shall be had against any members of the City Council, past, present or future, either directly or through the City, it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, any members of the City Council, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against every such City Council member are waived and released as a condition of, and as a consideration for, the execution of this Agreement on the part of the City.

8. Board Members of the Community Redevelopment Agency Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement or for any claim based thereon or otherwise in respect thereof, shall be had against any board members of the Community Redevelopment Agency, past, present or future, either directly or through the Community Redevelopment Agency, it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the board members of the Community Redevelopment Agency, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such board member of the Community Redevelopment Agency are waived and released as a condition of, and as a consideration for, the execution of this Agreement, on the part of the Community Redevelopment Agency.

9. Obligations Limited. By execution of this Agreement, the Community Redevelopment Agency hereby consents to all the provisions of this Agreement. Satisfaction of the obligations hereunder shall not be deemed to constitute a general obligation of the Community Redevelopment Agency or a pledge of the faith and credit of the Community Redevelopment Agency, and such obligations shall be payable solely from the Intown Tax Increment Revenues to be received by the Community Redevelopment Agency pursuant to the Redevelopment Act in the manner and to the extent described in the Second Amended and Restated Interlocal Agreement. The Community Redevelopment Agency has no taxing power.

10. Eligibility to Receive Intown Tax Increment Revenues. The Community Redevelopment Agency shall comply with all applicable requirements set forth in the Redevelopment Act and in the Second Amended and Restated Interlocal Agreement, which are necessary in order to receive Intown Tax Increment Revenues and shall take all lawful action necessary or required to continue to receive such Intown Tax Increment Revenues so long as the Community Redevelopment Agency has an obligation to repay the City as described herein and shall not allow an impairment of its receipt of the Intown Tax Increment Revenues to the detriment of the City, absent the prior written consent of the City.

11. Effective Date. This Agreement shall become effective upon the Effective Date.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date.

CITY OF ST. PETERSBURG, FLORIDA

[Seal]

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO FORM AND  
CORRECTNESS:

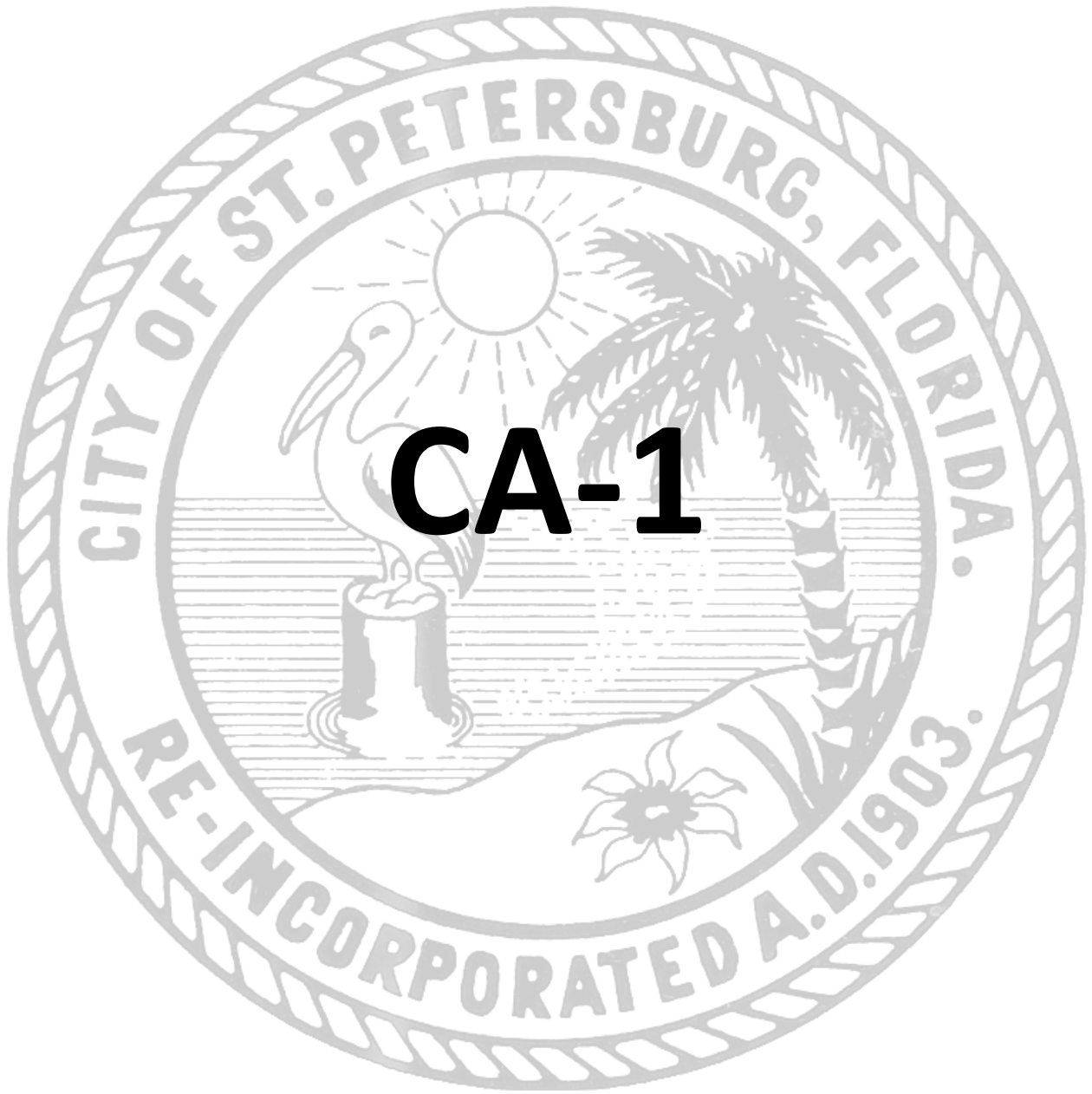
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney (Designee)

COMMUNITY REDEVELOPMENT  
AGENCY OF THE CITY OF  
ST. PETERSBURG, FLORIDA

\_\_\_\_\_  
Chair

The following page(s) contain the backup material for Agenda Item: Approving the renewal of a blanket purchase agreement with PVS Technologies, Inc., for ferric chloride, for the Water Resources Department, in the amount of \$550,000.  
Please scroll down to view the backup material.



**CA-1**

**ST. PETERSBURG CITY COUNCIL**  
**Consent Agenda**  
**Meeting of December 5, 2024**

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

**Subject:** Approving the renewal of a blanket purchase agreement with PVS Technologies, Inc., for ferric chloride, for the Water Resources Department, in the amount of \$550,000.

**Explanation:** The vendor provides ferric chloride to the Southwest Water Reclamation Facility. It is used for coagulation, settling improvement in the primary clarifiers and odor control for the anaerobic digesters. Ferric chloride is provided in tanker loads of approximately 4,000 gallons or approximately nine dry tons. The primary location for delivery is the Southwest Water Treatment Facility.

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

PVS Technologies, Inc. (Detroit, MI) .....\$550,000

The original agreement was approved on December 9, 2021 for \$622,000 has been spent during the initial term. The vendor has agreed to renew under the same terms and conditions. Administration recommends renewal of the agreement based on the vendor's past satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreement. The renewal will be effective from the date of approval through December 31, 2026, with no renewal options remaining.

**Cost/Funding/Assessment Information:** Funds have been previously appropriated in the Water Resources Operating Fund (4001), Water Resources Department, Southwest WRF Division (420-2181).

**Attachments:** Resolution

RESOLUTION NO. \_\_\_\_

A RESOLUTION APPROVING THE RENEWAL OF A BLANKET PURCHASE AGREEMENT WITH PVS TECHNOLOGIES, INC. FOR FERRIC CHLORIDE, FOR THE WATER RESOURCES DEPARTMENT, AND AN INCREASE IN THE ALLOCATION TO THE AGREEMENT IN THE AMOUNT OF \$550,000 FOR THE RENEWAL TERM THROUGH DECEMBER 31, 2026; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 9, 2021, the City Council approved a three-year agreement with a two-year renewal option with PVS Technologies, Inc. for ferric chloride for the Water Resources Department (“Agreement”); and

WHEREAS, the City desires to exercise the first and final two-year renewal option to the Agreement to extend the term through December 31, 2026, and to increase the allocation for the Agreement by an amount of \$550,000 for the renewal term; and

WHEREAS, PVS Technologies, Inc. has agreed to renew under the same terms and conditions; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the renewal of a blanket purchase agreement with PVS Technologies, Inc. for ferric chloride, for the Water Resources Department, and an increase in the allocation to the agreement in the amount of \$550,000 for the renewal term through December 31, 2026, is hereby approved.

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

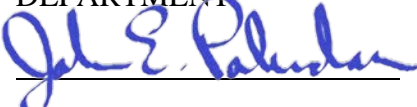
This Resolution shall become effective immediately upon its adoption.

LEGAL:

  
\_\_\_\_\_

0077741

DEPARTMENT:

  
\_\_\_\_\_





## Approvals - gcc

Report • Printed on November 8, 2024

Approved

# Consent Approval: 190-36 Chemical, Ferric Chloride, December 5, 2024 (AEW)

Hi,

Attached is the consent item for the Chemical, Ferric Chloride for a two-year contract renewal in the amount of \$550,000.

Please review and approval.

If you have any questions, please let me know!

### ▼ Attachments



#### Consent Folder

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

### ▼ Final status: Approved



Step 4: Approved by

Claude Tankersley

11/8/2024 1:33:50 PM



Step 3: Approved by

John E. Palenchar

11/8/2024 1:26:44 PM



Step 2: Approved by

Steven F. Poceous

11/6/2024 12:05:10 PM



Step 1: Approved by

Margaret B. Wahl

11/6/2024 11:06:28 AM

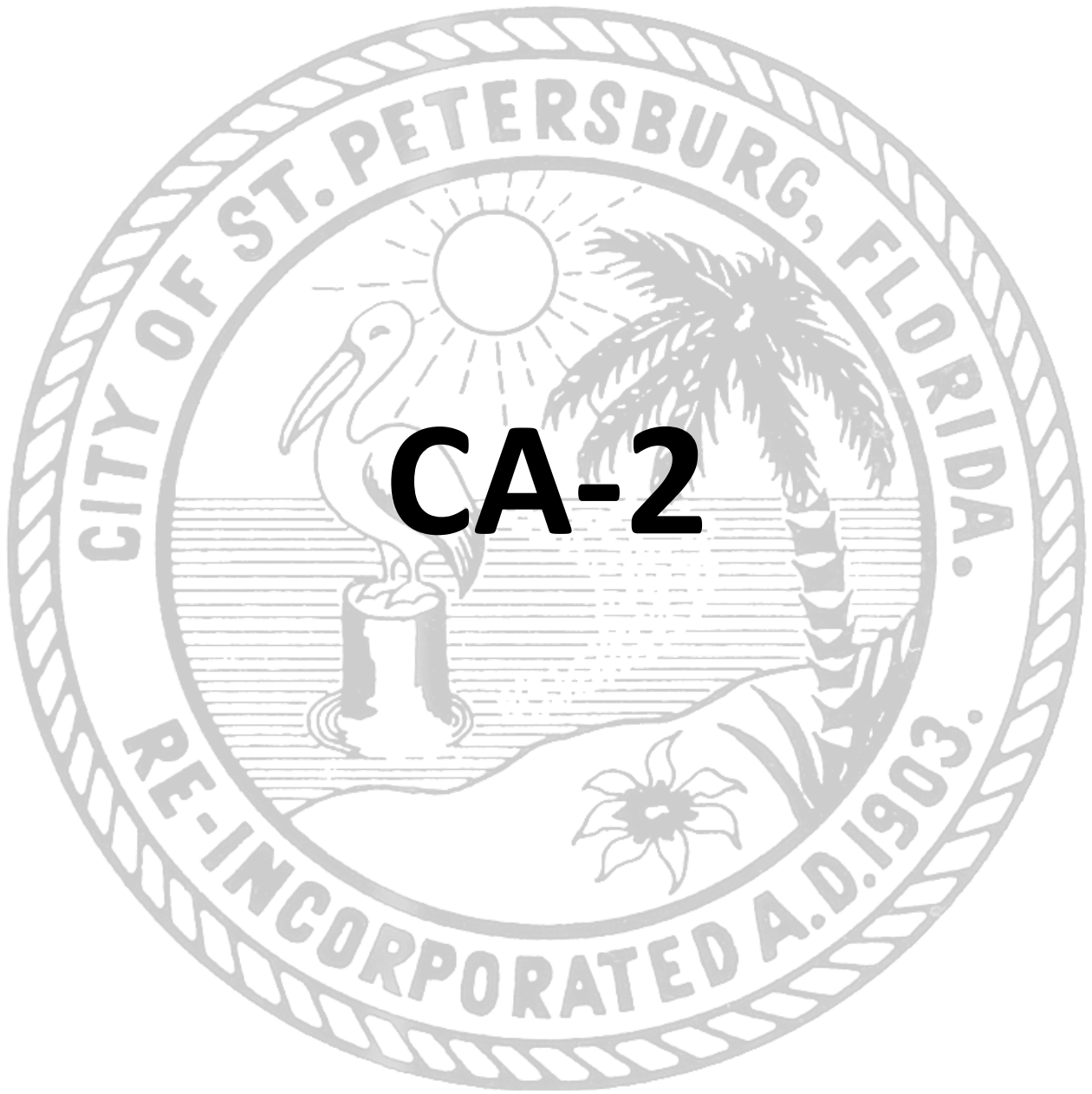


Requested by

Adam E. Williams

11/6/2024 10:59:27 AM

The following page(s) contain the backup material for Agenda Item: Approving an increase in allocation for traffic controllers, with Econolite Control Products, Inc., for the Stormwater Traffic and Pavement Operations Department in the amount of \$800,000; approving a supplemental appropriation in the amount of \$450,000 from the unappropriated balance of the General Fund (0001) to the Stormwater, Pavement, and Traffic Operations Department, Traffic Signals Division (400-1281); and providing an effective date.  
Please scroll down to view the backup material.



**CA-2**

**ST. PETERSBURG CITY COUNCIL**  
**Consent Agenda**  
**Meeting of December 5, 2024**

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

**Subject:** Approving an increase in allocation for traffic controllers, with Econolite Control Products, Inc., for the Stormwater Traffic and Pavement Operations Department in the amount of \$800,000; approving a supplemental appropriation in the amount of \$450,000 from the unappropriated balance of the General Fund (0001) to the Stormwater, Pavement, and Traffic Operations Department, Traffic Signals Division (400-1281); and providing an effective date.

**Explanation:** The vendor furnishes and delivers Cobalt TS1/TS2-T2 controllers and receptacles for traffic signals. The traffic signal controllers are part of the vehicle detection system at each signalized intersection in the City. Cobalt controllers are the next generation in Advanced Transportation Controller (ATC), specifically designed for the mobile computing environment.

The Procurement and Supply Management Department, in cooperation with the Stormwater, Pavement, and Traffic Operations Department, requests an allocation increase:

Econolite Control Products, Inc. (Anaheim, CA)..... \$800,000

The original agreement was executed on November 19, 2020 for \$480,000. The first renewal was approved on November 2, 2023 for \$320,000. The total spend for this contract to date is \$780,959.33. An allocation increase and supplemental appropriation are necessary due to damage caused by Hurricanes Helene and Milton and replacements of this equipment is necessary.

**Cost/Funding/Assessment Information:** Funds will be available after the approval of a supplemental appropriation in the amount of \$450,000 from the unappropriated balance of the General Fund (0001) to the Stormwater, Pavement and Traffic Operations Department, Traffic Signals Division (400-1281).

**Attachments:** Resolution

RESOLUTION NO. 2024-\_\_\_\_\_

A RESOLUTION APPROVING AN INCREASE IN THE AMOUNT OF \$800,000 TO THE ALLOCATION FOR THE AGREEMENT WITH ECONOLITE CONTROL PRODUCTS, INC. FOR TRAFFIC SIGNAL CONTROLLERS AND RECEPTACLES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$450,000 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001) TO THE STORMWATER, PAVEMENT, AND TRAFFIC OPERATIONS DEPARTMENT, TRAFFIC SIGNALS DIVISION (400-1281); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council approved an agreement with Econolite Control Products, Inc. for traffic signal controllers and receptacles for the Stormwater, Pavement, and Traffic Operations Department in an amount not to exceed \$480,000 (“Agreement”) on November 19, 2020; and

WHEREAS, on November 2, 2023, City Council approved the first renewal option to the Agreement and increased the allocation in the amount of \$320,000 for the renewal term; and

WHEREAS, an increase in the amount of \$800,000 to the allocation for the Agreement, as renewed, is necessary to replace damaged equipment caused by Hurricane Helene and Hurricane Milton; and

WHEREAS, a portion of the funding will be available after approval of a supplemental appropriation in the amount of \$450,000 from the unappropriated balance of the General Fund (0001) to the Stormwater, Pavement, and Traffic Operations Department, Traffic Signals Division (400-1281); and

WHEREAS, the Procurement and Supply Management Department, in cooperation with the Stormwater, Pavement, and Traffic Operations Department, recommends approval of this Resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that an increase in the amount of \$800,000 to the allocation for the agreement with Econolite Control Products, Inc. for traffic signal controllers and receptacles is hereby approved.

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

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the General Fund (0001) to the Stormwater, Pavement, and Traffic Operations Department, Traffic Signals Division (400-1281), the following supplemental appropriation for Fiscal Year 2025:

General Fund (0001)  
Stormwater, Pavement, and Traffic Operations Department  
Traffic Signals Division (400-1281) \$450,000

This Resolution shall become effective immediately upon its adoption.

LEGAL:

  
\_\_\_\_\_  
00777994

DEPARTMENT:

  
\_\_\_\_\_

BUDGET:

  
\_\_\_\_\_



## Approvals - gcc

Report • Printed on November 8, 2024

Approved

# Consent Approval: 968-82 Traffic Controls Cobalt Controllers, December 5, 2024 - Consent Write up

Hi,

Attached is the consent item for an allocation increase of 800k for Cobalt Traffic Controls for the December 5th council. Please review and approve. If you have any questions, please let me know!

### ▼ Attachments



#### Consent Folder

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

### ▼ Final status: Approved



Step 4: Approved by

Claude Tankersley

11/8/2024 12:21:29 PM



Step 3: Approved by

Marshall T. Hampton

11/8/2024 11:17:21 AM



Step 2: Approved by

Steven F. Poceous

11/8/2024 8:13:21 AM



Step 1: Approved by

Margaret B. Wahl

11/6/2024 1:14:56 PM



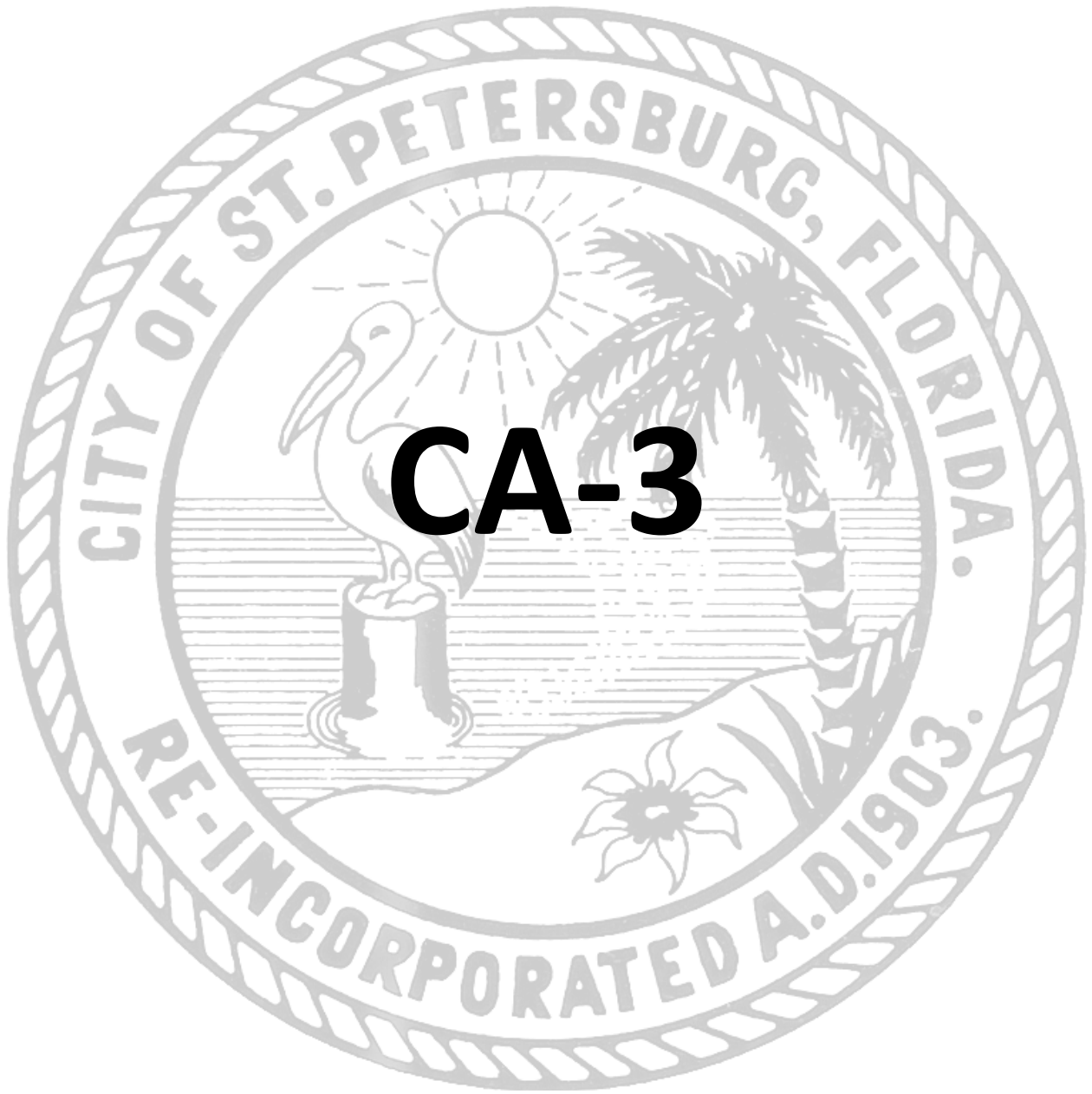
Requested by

Adam E. Williams

11/6/2024 1:11:07 PM

The following page(s) contain the backup material for Agenda Item: Approving an increase in allocation for fencing and repairs, with Cardinal Fence, LLC, for the Parks & Recreation Department, in the amount of \$900,000.  
Please scroll down to view the backup material.





**CA-3**

**ST. PETERSBURG CITY COUNCIL  
Consent Agenda  
Meeting of December 5, 2024**

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

**Subject:** Approving an increase in allocation for fencing and repairs, with Cardinal Fence, LLC, for the Parks & Recreation Department, in the amount of \$900,000.

**Explanation:** The vendor furnishes, installs, removes fencing and also completes repairs to chain link, split rail, vinyl-coated, and field fencing. The vendor also installs, and repairs gates and supplies the associated hardware. The primary users are Parks & Recreation and the Water Resources departments.

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

Cardinal Fence, LLC (Clearwater, FL) .....\$900,000

The original agreement was executed on June 1, 2023 and \$860,000 has been spent to date. An allocation increase is requested due to damage caused by Hurricanes Helene and Milton and replacements and repairs to damaged fencing is necessary.

**Cost/Funding/Assessment Information:** Funds have been previously appropriated in the General Fund (0001), Parks & Recreation Department (190); Various Divisions, Water Resources Fund (4001); Water Resources Department (420), Various Division, Recreation and Culture Capital Improvement Fund (3029), various projects; and Water Resources Capital Projects Fund (4003), various projects.

**Attachments:** Resolution

RESOLUTION NO. 2024-\_\_\_\_\_

A RESOLUTION APPROVING AN INCREASE IN ALLOCATION IN THE AMOUNT OF \$900,000 FOR THE AGREEMENT WITH CARDINAL FENCE, LLC FOR FENCING AND REPAIRS FOR THE PARKS AND RECREATION DEPARTMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 1, 2023, the City entered into an agreement with Cardinal Fence, LLC for fencing and repairs; and

WHEREAS, Administration is requesting an allocation increase in the amount of \$900,000 for the aforementioned agreement due to damage caused by Hurricanes Helene and Milton; and


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

NOW, THEREFORE, BE IT RESOLVED that an increase in allocation in the amount of \$900,000 for the agreement with Cardinal Fence, LLC for fencing and repairs for the Parks and Recreation Department is hereby approved.

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

This resolution shall become effective immediately upon its adoption.

LEGAL:



00778429

DEPARTMENT:





## Approvals - gcc

Report • Printed on November 8, 2024

Approved

# Consent Agenda Approval: 988-15 Fencing Installation and Repairs December 5, 2024 (AEW)

Hi,

I attached is the consent item for an allocation increase of \$900,000 for Fencing Installation and Repairs for the remainder of the initial term of of the agreement. Please review and approve. If you have any questions, please let me know!

### ▼ Attachments



#### Consent Folder

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

### ▼ Final status: Approved

MJ

Step 4: Approved by

Michael J. Jefferis

11/8/2024 9:01:50 AM

BS

Step 3: Approved by

Barbara L. Stalbird

11/8/2024 9:01:28 AM

SP

Step 2: Approved by

Steven F. Poceous

11/6/2024 12:05:35 PM

LS

Step 1: Approved by

Lance N. Stanford

11/6/2024 11:44:05 AM

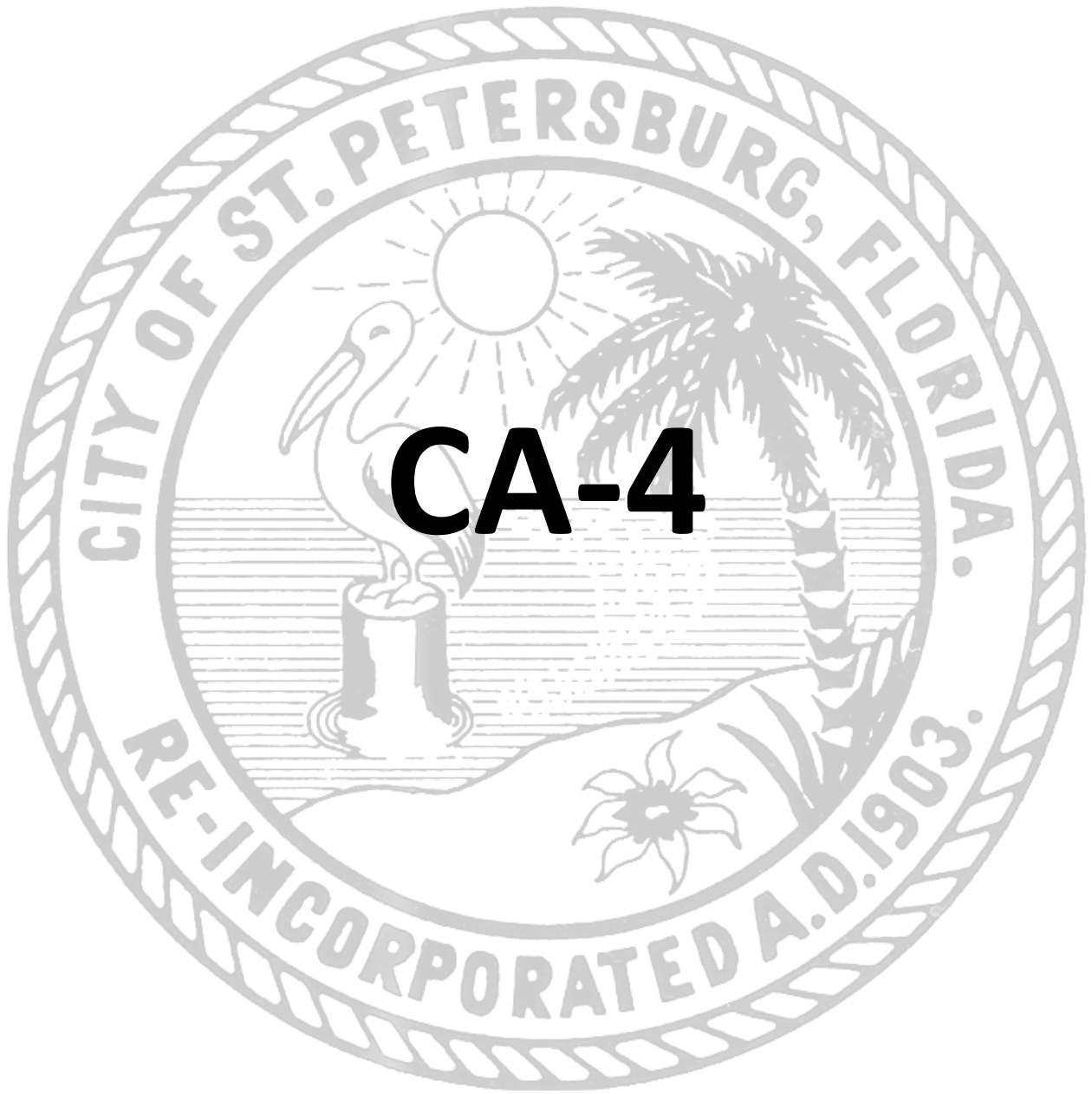
AW

Requested by

Adam E. Williams

11/6/2024 11:42:54 AM

The following page(s) contain the backup material for Agenda Item: Approving an increase in allocation for as-needed storm debris removal and disaster recovery assistance with Crowder-Gulf Joint Venture, Inc. in the amount of \$71,000,000; approving a supplemental appropriation in the amount of \$35,500,000 from the unappropriated balance of the General Fund to the Parks and Recreation Department, Administration Division (190-1573); and providing an effective date. Please scroll down to view the backup material.



**CA-4**

**ST. PETERSBURG CITY COUNCIL  
Consent Agenda  
Meeting of December 5, 2024**

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

**Subject:** Approving an increase in allocation for as-needed storm debris removal and disaster recovery assistance with Crowder-Gulf Joint Venture, Inc. in the amount of \$71,000,000; approving a supplemental appropriation in the amount of \$35,500,000 from the unappropriated balance of the General Fund to the Parks and Recreation Department, Administration Division (190-1573); and providing an effective date.

**Explanation:** The contractors will provide all labor and equipment to mobilize, remove, clean up and dispose of disaster debris caused by a natural or man-made disaster, such as a hurricane. Work may include road clearance, debris pick-up and removal from public rights-of-way, waterways, and public and private properties in the event of a declared emergency.

The Procurement and Supply Management Department, in cooperation with the Parks and Recreation Department requests an allocation increase:

Crowder-Gulf Joint Venture, Inc. (Mobile, AL)..... \$71,000,000

The original agreement was executed on January 1, 2020. On November 30, 2023, a two-year renewal was approved. The total spend for this contract to date is \$1,881,632.98. An allocation increase is needed due to the amount of debris needing to be removed because of Hurricanes Helene and Milton. FEMA reimbursement will be requested.

**Cost/Funding/Assessment Information:** Funds for half of the increase in allocation will be available after the approval of a supplemental appropriation in the amount of \$35,500,000 from the unappropriated balance of the General Fund to the Parks and Recreation Department, Administration Division (190-1573). Resources for this initial appropriation are from the FEMA expedited reimbursement amount (\$35,550,000). Supplemental appropriations for the balance of the increase will be brought to City Council for approval as needed.

**Attachments:** Resolution

RESOLUTION NO. \_\_\_\_

A RESOLUTION APPROVING AN INCREASE IN THE AMOUNT OF \$71,000,000 TO THE ALLOCATION FOR THE AGREEMENT WITH CROWDER-GULF JOINT VENTURE, INC. FOR AS-NEEDED STORM DEBRIS REMOVAL AND DISASTER RECOVERY ASSISTANCE SERVICES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$35,500,000 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001) TO THE PARKS AND RECREATION DEPARTMENT, ADMINISTRATION DIVISION (190-1573); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council approved an agreement with Crowder-Gulf Joint Venture, Inc. for as-needed storm debris removal and disaster recovery assistance services for the Parks and Recreation Department (“Agreement”) on January 1, 2021; and

WHEREAS, on November 30, 2023, a two-year renewal option to the agreement was approved; and

WHEREAS, an increase in the amount of \$71,000,000 to the allocation to the agreement is needed due to the amount of debris removal required after Hurricane Helene and Hurricane Milton; and

WHEREAS, a portion of the funding will be available after approval of a supplemental appropriation in the amount of \$35,500,000 from the unappropriated balance of the General Fund (0001) to the Parks and Recreation Department, Administration Division (190-1573); and

WHEREAS, future supplemental appropriations for the balance of the increase will be brought to City Council for approval as needed; 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 \$71,000,000 to the allocation for the agreement with Crowder-Gulf Joint Venture, Inc. for as-needed storm debris removal and disaster recovery assistance services for the Parks and Recreation Department is hereby approved.




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

BE IT FURTHER RESOLVED that there is hereby approved the following supplemental appropriation from the unappropriated balance of the General Fund (0001) to the Parks and Recreation Department, Administration Division (190-1573) for Fiscal Year 2025:

<u>General Fund (0001)</u>	
Parks and Recreation Department	
Administration Division (190-1573)	\$35,500,000

This Resolution shall become effective immediately upon its adoption.

LEGAL:

  
\_\_\_\_\_  
00778266

DEPARTMENT:

Barbara Stalbird

BUDGET:

E Makofske



## Approvals - gcc

Report • Printed on November 19, 2024

Approved

# 990-30 Disaster Removal and Disposal December 5, 2024

The attached consent is ready for review and approvals. Thank you.

### ▼ Attachments



#### Consent Write-up

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

### ▼ Final status: Approved



Step 4: Approved by

Michael J. Jefferis

11/19/2024 9:04:39 AM



Step 3: 1 of 2 recipients approved >

Barbara L. Stalbird, Richard L. Craft



Step 2: Approved by

Stephanie N. Swinson

11/14/2024 10:52:29 AM



Step 1: Approved by

Lance N. Stanford

11/14/2024 10:33:38 AM

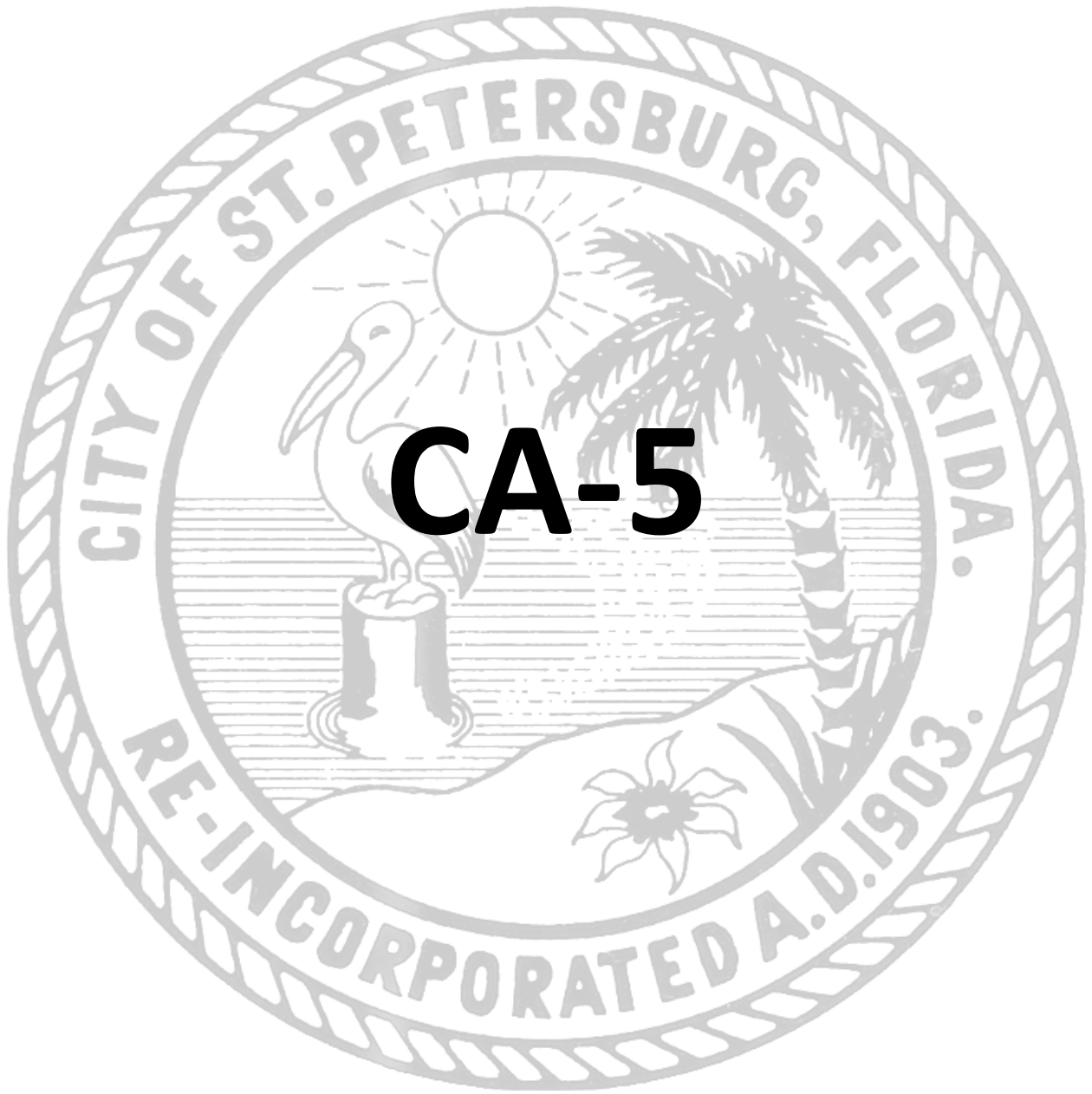


Requested by

Victoria L. Amerson

11/14/2024 10:20:02 AM

The following page(s) contain the backup material for Agenda Item: Approving an increase in allocation for Post-Disaster Debris Monitoring Services with TetraTech, Inc. in the amount of \$4,600,000; approving a supplemental appropriation in the amount of \$2,300,000 from the unappropriated balance of the General Fund to the Parks and Recreation Department, Administration Division (190-1573); and providing an effective date.  
Please scroll down to view the backup material.



**CA-5**

**ST. PETERSBURG CITY COUNCIL**  
**Consent Agenda**  
**Meeting of December 5, 2024**

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

**Subject:** Approving an increase in allocation for Post-Disaster Debris Monitoring Services with TetraTech, Inc. in the amount of \$4,600,000; approving a supplemental appropriation in the amount of \$2,300,000 from the unappropriated balance of the General Fund to the Parks and Recreation Department, Administration Division (190-1573); and providing an effective date.

**Explanation:** In the event of a disaster the vendor will monitor debris removal including contractors' truckload weight, as well as size and type of debris removed to ensure full compliance with Federal Emergency Management Agency (FEMA) and environmental regulations. In addition, the vendor will provide disaster recovery technical support including assistance with documentation and funds recovery from the State of Florida and the FEMA Public Assistance Program, as applicable for eligible work.

The Procurement and Supply Management Department, in cooperation with the Parks and Recreation Department requests an allocation increase:

TetraTech Inc. (Pasadena, CA) .....\$4,600,000

The original agreement was executed on April 27, 2022. The total spend for this contract to date is \$288,962.38. An allocation increase is needed due to the amount of debris needing to be removed because of Hurricanes Helene and Milton.

FEMA reimbursement will be requested.

**Cost/Funding/Assessment Information:** Funds for half of the increase in allocation will be available after the approval of a supplemental appropriation in the amount of \$2,300,000 from the unappropriated balance of the General Fund to the Parks and Recreation Department, Administration Division (190-1573). Resources for this initial appropriation are from the FEMA expedited reimbursement amount (\$1,594,212.25) and the General Fund's unappropriated fund balance (\$705,787.75). Supplemental appropriations for the balance of the increase will be brought to City Council for approval as needed.

**Attachments:** Resolution

RESOLUTION NO. \_\_\_\_

A RESOLUTION APPROVING AN INCREASE IN THE AMOUNT OF \$4,600,000 TO THE ALLOCATION FOR THE AGREEMENT WITH TETRATECH, INC. FOR POST-DISASTER DEBRIS MONITORING SERVICES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$2,300,000 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001) TO THE PARKS AND RECREATION DEPARTMENT, ADMINISTRATION DIVISION (190-1573); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council approved an agreement with TetraTech, Inc. for post-disaster debris monitoring services for the Parks and Recreation Department (“Agreement”) on April 27, 2022; and

WHEREAS, an increase in the amount of \$4,600,000 to the allocation for the agreement is needed due to the amount of debris removal required after Hurricane Helene and Hurricane Milton; and

WHEREAS, a portion of the funding will be available after approval of a supplemental appropriation in the amount of \$2,300,000 from the unappropriated balance of the General Fund (0001) to the Parks and Recreation Department, Administration Division (190-1573); and

WHEREAS, future supplemental appropriations for the balance of the increase will be brought to City Council for approval as needed; 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 \$4,600,000 to the allocation for the agreement with TetraTech, Inc. for post-disaster debris monitoring services is hereby approved.

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

BE IT FURTHER RESOLVED that there is hereby approved the following supplemental appropriation from the unappropriated balance of the General Fund (0001) to the Parks and Recreation Department, Administration Division (190-1573) for Fiscal Year 2025:

General Fund (0001)  
Parks and Recreation Department  
Administration Division (190-1573)

\$2,300,000

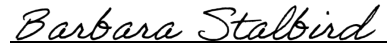
This Resolution shall become effective immediately upon its adoption.

LEGAL:



00778265

DEPARTMENT:



BUDGET:





## Approvals - gcc

Report • Printed on November 19, 2024

Approved

# 990-30 Post-Disaster Debris Monitoring Services December 5, 2024

The attached consent is ready for review and approvals. Thank you.

### ▼ Attachments



#### Consent Write-up

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

### ▼ Final status: Approved



Step 4: Approved by

Michael J. Jefferis

11/19/2024 9:04:26 AM



Step 3: 1 of 2 recipients approved >

Barbara L. Stalbird, Richard L. Craft



Step 2: Approved by

Stephanie N. Swinson

11/14/2024 10:52:21 AM



Step 1: Approved by

Lance N. Stanford

11/14/2024 10:33:51 AM



Requested by

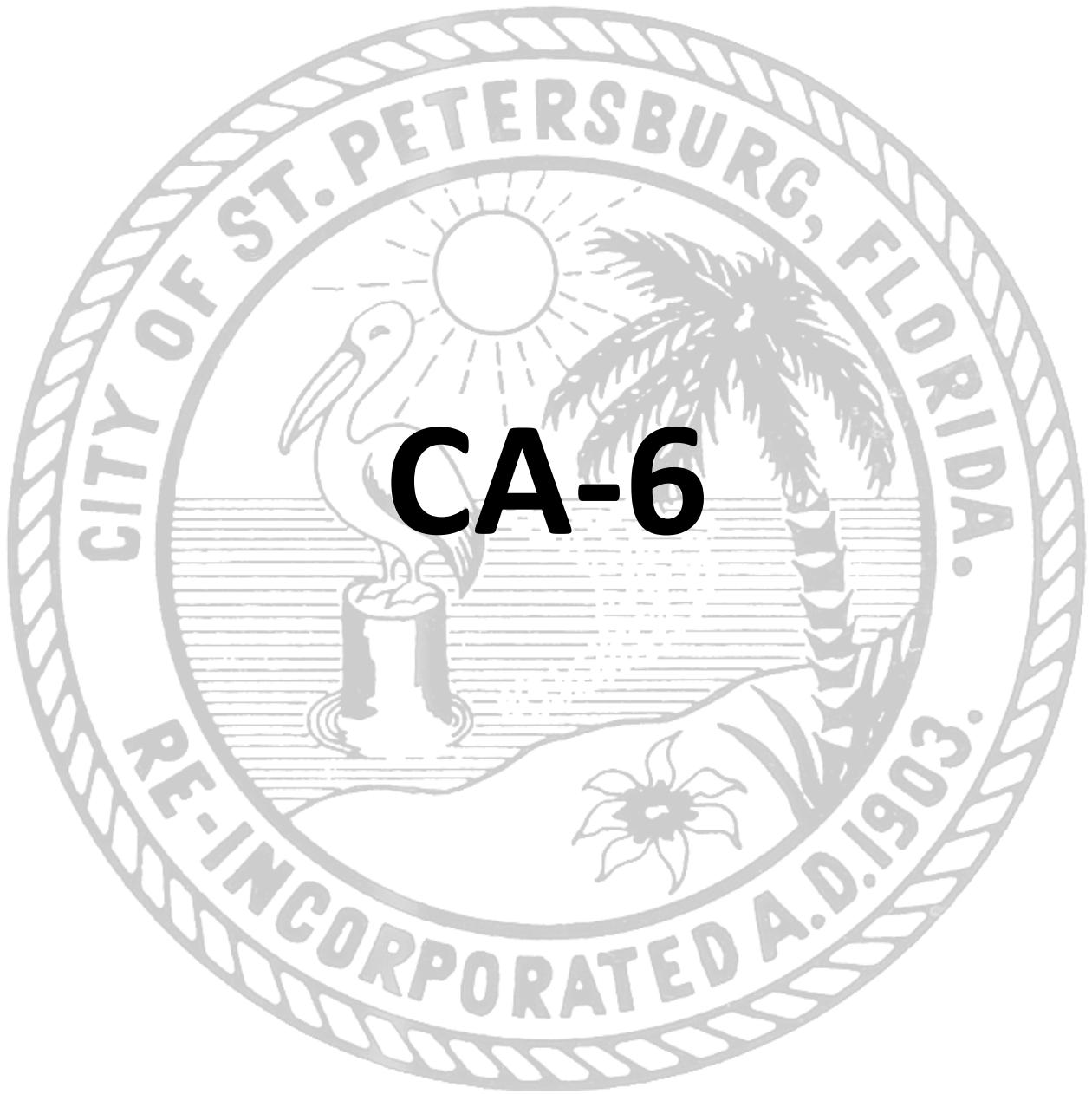
Victoria L. Amerson

11/14/2024 10:21:49 AM



The following page(s) contain the backup material for Agenda Item: A Resolution accepting a Guaranteed Maximum Price (“GMP”) proposal dated September 3, 2024, in the amount of \$1,228,719 from Hennessy Construction Services Corp. (“Hennessy”) for construction phase services for the Jamestown Apartment Renovation Phase 3H Project; authorizing the Mayor or his designee to execute the First Amendment to the Construction Manager at Risk with a GMP between the City of St. Petersburg, Florida and Hennessy dated December 1, 2023 (“Agreement”) to incorporate the GMP proposal into the Agreement and modify other necessary provisions; approving a supplemental appropriation in the amount of \$612,000 from the unappropriated balance of the General Capital Improvement Fund (3001) to the Jamestown - Complete Unit Renovations FY20 Project (17237). (ECID Project No. 16203-719; Oracle Project 17237); and providing an effective date.

Please scroll down to view the backup material.



**CA-6**

## ST. PETERSBURG CITY COUNCIL

### Consent Agenda

Meeting of December 5, 2024

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

**SUBJECT:** A Resolution accepting a Guaranteed Maximum Price (“GMP”) proposal dated September 3, 2024, in the amount of \$1,228,719 from Hennessy Construction Services Corp. (“Hennessy”) for construction phase services for the Jamestown Apartment Renovation Phase 3H Project; authorizing the Mayor or his designee to execute the First Amendment to the Construction Manager at Risk with a GMP between the City of St. Petersburg, Florida and Hennessy dated December 1, 2023 (“Agreement”) to incorporate the GMP proposal into the Agreement and modify other necessary provisions; approving a supplemental appropriation in the amount of \$612,000 from the unappropriated balance of the General Capital Improvement Fund (3001) to the Jamestown - Complete Unit Renovations FY20 Project (17237). (ECID Project No. 16203-719; Oracle Project 17237); 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 December 1, 2023, the Engineering and Capital Improvements Department (“ECID”) administratively approved the AIA Document A133 – 2019 and AIA Document A201-2017 with Hennessy Construction Services Corp. for pre-construction services including the review of bid plans, site visits, and bidding services in the amount of \$6,814.16.

The work consists of furnishing all labor, materials, tools, equipment and services necessary to fully renovate nine (9) vacant units at the Jamestown Apartments and Townhomes complex. The work includes new kitchen cabinets, appliances and water-saver plumbing fixtures, bathrooms with new tile, tub, vanity, medicine cabinet, water saver fixtures and toilet, new electrical service panels with arc fault circuitry, new vinyl plank flooring in the living areas and carpet in the bedrooms, a new energy efficient water heater, repairing and retexturing of walls and ceilings, new paint throughout, all new interior and exterior doors and hardware, all new impact resistant low-e windows and new impact resistant "French" style doors.

Jamestown Apartments are located just west of the Dwight H. Jones Neighborhood Center located at 1050 Third Avenue North and south of Unity Park. Fifty-Five units were constructed in 1976 and twenty-one new units were constructed in 2008. To date, forty-six (46) units have been fully renovated including the most recent eight units in Phase 3G which were awarded by City Council on May 5, 2022 and completed in October of 2023.

The scope of work includes project related costs in the amount of \$159,236.67 to include consultant services, administration and construction inspection personnel labor, permitting, and contingency for a project cost of \$1,386,955.67.

With the completion of the nine units in Phase 3H, all fifty-five of the original apartment units will have been fully renovated.

The Engineering and Capital Improvements Department recommends for award:

Hennessy Construction Services Corp. .... \$1,228,719

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 participation has been solicited with a goal of 37% and the final percentage will be established prior to issuance of Notice To Proceed.

**RECOMMENDATION:** Administration recommends authorizing the Mayor or his designee to accept a Guaranteed Maximum Price (“GMP”) proposal dated September 3, 2024, in the amount of \$1,228,719 from Hennessy Construction Services Corp. (“Hennessy”) for construction phase services for the Jamestown Apartment Renovation Phase 3H Project; authorizing the Mayor or his designee to execute the First Amendment to the Construction Manager at Risk with a GMP between the City of St. Petersburg, Florida and Hennessy dated December 1, 2023 (“Agreement”) to incorporate the GMP proposal into the Agreement and modify other necessary provisions; approving a supplemental appropriation in the amount of \$612,000 from the unappropriated balance of the General Capital Improvement Fund (3001) to the Jamestown - Complete Unit Renovations FY20 Project (17237). (ECID Project No. 16203-719; Oracle Project 17237); and providing an effective date.

**COST/FUNDING/ASSESSMENT INFORMATION:** Funds (\$775,293.67) have been previously appropriated in the General Capital Improvement Fund (3001), Jamestown - Complete Unit Renovations FY20 Project (17237). Additional funds for the project will be available after the approval of a supplemental appropriation in the amount of \$612,000 from the unappropriated balance of the General Capital Improvement Fund (3001) to the Jamestown - Complete Unit Renovations FY20 Project (17237). The additional funds for this project are coming from interest earnings on the bond proceeds from the Series 2020 Notes.

**ATTACHMENTS:** GMP Proposal  
Resolution

RESOLUTION NO. 2024-\_\_\_\_\_

A RESOLUTION ACCEPTING A GUARANTEED MAXIMUM PRICE (“GMP”) PROPOSAL DATED SEPTEMBER 3, 2024, IN THE AMOUNT OF \$1,228,719 FROM HENNESSY CONSTRUCTION SERVICES CORP. (“HENNESSY”) FOR CONSTRUCTION PHASE SERVICES FOR THE JAMESTOWN APARTMENT RENOVATION PHASE 3H PROJECT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIRST AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK AGREEMENT WITH A GMP BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND HENNESSY DATED DECEMBER 1, 2023 (“AGREEMENT”) TO INCORPORATE THE GMP PROPOSAL INTO THE AGREEMENT AND MODIFY OTHER NECESSARY PROVISIONS; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$612,000 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001) TO THE JAMESTOWN - COMPLETE UNIT RENOVATIONS FY20 PROJECT (17237). (ECID PROJECT NO. 16203-719; ORACLE PROJECT 17237; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City and Hennessy entered into a Construction Manager at Risk Agreement with a GMP on December 1, 2023 (“Agreement”) for Hennessy to provide preconstruction and construction phase services for the Jamestown Apartment Renovation Phase 3H Project (“Project”); and

WHEREAS, Administration authorized payment under the Agreement for preconstruction services, including the review of bid plans, site visits, and bidding services, in the amount of \$6,814.16; and

WHEREAS, in accordance with the requirements set forth in the Agreement, Hennessy has submitted to the City for review and acceptance a GMP proposal in the amount of \$1,228,719 for

construction phase services for the Project; and

WHEREAS, funding needed for construction phase services will be available after approval of a supplemental appropriation in the amount of \$612,000 from the unappropriated balance of the General Capital Improvement Fund (3001) to the Jamestown - Complete Unit Renovations FY20 Project (17237); and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the guaranteed maximum price (“GMP”) proposal in the amount of \$1,228,719 from Hennessy Construction Services Corp. (“Hennessy”) for construction phase services for the Jamestown Apartment Renovation Phase 3H Project is hereby accepted.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the First Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida and Hennessy dated December 1, 2023 (“Agreement”) to incorporate the GMP proposal into the Agreement and modify other necessary provisions.

BE IT FURTHER RESOLVED that there is hereby approved the following supplemental appropriation from the unappropriated balance of the General Capital Improvement Fund (3001) to the Jamestown - Complete Unit Renovations FY20 Project (17237) for FY25:

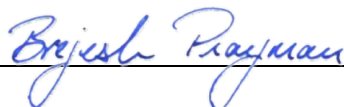
General Capital Improvement Fund (3001)  
Jamestown - Complete Unit Renovations FY20 Project (17237)     \$612,000

This Resolution shall become effective immediately upon its adoption.

LEGAL:

  
\_\_\_\_\_  
00778403

DEPARTMENT:

  
\_\_\_\_\_

BUDGET:

  
\_\_\_\_\_

**EXHIBIT F - GUARANTEED MAXIMUM PRICE**

**Jamestown Apartments Renovations - Phase 3H**

**PROJECT NO. 16203-619**

September 10, 2024

	<i>Previous</i>	<i>Change</i>	<i>Amended</i>
Construction Cost	\$ 869,082	\$ -	\$ 869,082.00
General Conditions	\$ 191,553		\$ 191,553.00
Contractor Contingency	\$ 35,106		\$ 35,106.00
Subtotal:	\$ 1,095,741	\$ -	\$ 1,095,741.00

		<i>Previous</i>	<i>Change</i>	<i>Amended</i>
CM Fee	8.00%	\$ 87,659	\$ -	\$ 87,659.28
General Liability	0.6700%	\$ 7,341	\$ -	\$ 7,341.46
Other Insurance	0.00%	\$ -	\$ -	\$ -
Subtotal:		\$ 95,001	\$ -	\$ 95,000.74

	<i>Previous</i>	<i>Change</i>	<i>Amended</i>
Builder's Risk	\$ -	\$ -	\$ -
Performance Bond	\$ 15,785	\$ -	\$ 15,785.00
Owner's Contingency	\$ 60,326	\$ -	\$ 60,326.00
Subtotal:	\$ 76,111	\$ -	\$ 76,111.00

<b>Guaranteed Maximum Price</b>	<b>\$ 1,266,853</b>		<b>\$ 1,266,852.74</b>
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**CONSTRUCTION MANAGER AT RISK – JAMESTOWN APARTMENT RENOVATIONS – PHASE 3H**  
**GUARANTEED MAXIMUM PRICE PROPOSAL**  
**CITY OF ST. PETERSBURG, FLORIDA**  
**PROJECT NO. 16203-619**

Proposal Date: 09/10/2024

This GMP Proposal was based on documents prepared by:

- G2 Design
- Engineering and Capital Improvements Department City of St. Petersburg, FL.

The documents include:

- G-001 COVER SHEET - Dated 09/04/2024
- A-001 ARCHITECTURAL SITE PLAN – Dated 09/04/2024
- A-002 CODE DATA – Dated 09/04/2024
- A-101 1111 - EXISTING & DEMO PLANS – Dated 09/04/2024
- A-102 1111 - PROPOSED PLANS – Dated 09/04/2024
- A-103 1111 - ELECTRICAL PLANS – Dated 09/04/2024
- A-111 1123 - EXISTING & DEMO PLANS – Dated 09/04/2024
- A-112 1123 - PROPOSED PLANS – Dated 09/04/2024
- A-113 1123 - ELECTRICAL PLANS – Dated 09/04/2024
- A-121 1124 - EXISTING & DEMO PLANS – Dated 09/04/2024
- A-122 1124 - PROPOSED PLANS – Dated 09/04/2024
- A-123 1124 - ELECTRICAL PLANS – Dated 09/04/2024
- A-131 1125 - EXISTING & DEMO PLANS – Dated 09/04/2024
- A-132 1125 - PROPOSED PLANS – Dated 09/04/2024
- A-133 1125 - ELECTRICAL PLANS – Dated 09/04/2024
- A-141 1126 - EXISTING & DEMO PLANS – Dated 09/04/2024
- A-142 1126 - PROPOSED PLANS – Dated 09/04/2024
- A-143 1126 - ELECTRICAL PLANS – Dated 09/04/2024
- A-151 1128 - EXISTING & DEMO PLANS – Dated 09/04/2024
- A-152 1128 - PROPOSED PLANS – Dated 09/04/2024
- A-153 1128 - ELECTRICAL PLANS – Dated 09/04/2024
- A-161 1151 - EXISTING & DEMO PLANS – Dated 09/04/2024
- A-162 1151 - PROPOSED PLANS – Dated 09/04/2024
- A-163 1151 - ELECTRICAL PLANS – Dated 09/04/2024
- A-171 1158 - EXISTING & DEMO PLANS – Dated 09/04/2024
- A-172 1158 - PROPOSED PLANS – Dated 09/04/2024
- A-173 1158 - ELECTRICAL PLANS – Dated 09/04/2024
- A-181 1183 - EXISTING & DEMO PLANS – Dated 09/04/2024
- A-182 1183 - PROPOSED PLANS – Dated 09/04/2024
- A-183 1183 - ELECTRICAL PLANS – Dated 09/04/2024
- A-301 MECHANICAL & PLUMBING SCHEDULE – Dated 09/04/2024
- A-302 CASEWORK DETAILS – Dated 09/04/2024
- A-303 DETAILS & SCHEDULES – Dated 09/04/2024
- A-304 DOOR & WINDOW DETAILS – Dated 09/04/2024
- A-305 GENERAL DETAILS - Dated 09/04/2024
- A-401 GENERAL SPECIFICATIONS – Dated 09/04/2024
- A-402 ELECTRICAL NOTES & DETAILS – Dated 09/04/2024



Exhibit A – GMP Proposal  
Construction Manager at Risk Jamestown Apartment Renovations – Phase 3H  
City of St. Petersburg Project No. 16203-619

The Guaranteed Maximum Price for the Jamestown Apartment Renovations – Phase 3H, Project (16203-619) is **One Million Two Hundred Sixty-Six Thousand Eight Hundred Fifty-Three Dollars (\$1,266,853.00)**. A summary breakdown organized by trade categories, allowances/contingencies, and the Construction Manager's Fee is included within the attachments.

Based on approval of the GMP proposal at the \_\_\_\_\_, 20XX City Council Meeting the Substantial Completion date is anticipated to be \_\_\_\_\_, 20XX.

**SCOPE OF WORK, CLARIFICATIONS, & GENERAL NOTES:**

Hennessy Construction Services presents this Proposal for Jamestown Apartments located at 1035 Burlington Avenue North, St. Petersburg, Florida 33705. This proposal is based upon drawings by G2 Design and ENGINEERING & CAPITAL IMPROVEMENTS DEPARTMENT, City of St. Petersburg IMPROVEMENTS DEPARTMENT dated 09/04/2024.

**Qualifications**

**Division 1 – General Conditions**

1. This proposal is based upon a single-phase 28-week construction schedule.
2. Pricing breakouts are for informational purposes only.
3. General Liability Insurance has been included.
4. Builder's Risk Insurance has been included as an approximate value.
5. Payment & Performance Bond have been excluded.
6. Impact Fees & Utility Tap &/or connection fees have been excluded.
7. All Plan Review, Permit, & Inspection Fees have been excluded.
8. Special Inspection Costs, if any, have been excluded.
9. Temporary Construction Water & Electric supplied by Owner; metering has been excluded.
10. This proposal includes a contingency of 5% to cover unforeseen conditions.
11. Asbestos abatement inspection or removal and disposal have been excluded.
12. No costs for GC parking have been included; workers to use jobsite & street parking.
13. Construction budget & schedule based upon the following standard work hours: 7:00 AM to 6:00 PM (EST); Loud Noise: 8:00 AM to 5:00 PM (EST).

**Division 2 – Site & Existing Conditions**

14. Excluded.

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

15. Relocate (3) Compressor Pads away from any egress window if spacing will inhibit the opening of the adjacent casement window.

**Division 6 – Woods & Plastics**

16. Provide & Install 24" Deep base cabinets in kitchen and baths with 1 1/2" Plastic Laminate Countertop and 4" backsplash, NEMA LD 3, Grade HGS Through-Color Plastic Laminate.
17. Supply & Install 12" Deep Wall Mounted Cabinets in the Kitchen.
18. Blocking and back panel support have been included.
19. Structural framing has been excluded.

Exhibit A – GMP Proposal  
Construction Manager at Risk Jamestown Apartment Renovations – Phase 3H  
City of St. Petersburg Project No. 16203-619

**Division 7 – Thermal & Moisture Protection**

20. Remove existing gutters, downspouts & splash blocks and replace with new.
21. Front Porch Roof repairs including sheathing, underlayment and shingles where needed.

**Division 8 – Doors & Windows**

22. Remove and dispose of all existing windows in 9 units.
23. Includes the placement of windows near openings with subsequent installation using premium caulking and necessary fasteners.
24. Provide and install white Aluminum Frame Windows; Impact Resistant Insulated Glass with Low-E; Standard Locks; No Grids; Marble Windowsill.
25. Provide & Install White Aluminum French Patio Doors using premium caulking and approved screws.
26. Window installation in masonry construction, prep opening, install new 1x2 PT buck with caulking.
27. Exterior door installation includes removal of old doors and replacement of new doors near openings.
28. Door openings will be plumb and square.
29. Doors & windows to be installed per manufacturers specifications.
30. Structural work is excluded.
31. Updating existing openings to current hurricane codes has been excluded.
32. Water testing by a third-party contractor has been excluded.
33. Any additional door and/or window repairs have been excluded.

**Division 9 – Finishes**

34. Remove existing carpet and wall base.
35. Furnish & install new flooring & wall base as specified in plans.
36. Inspect all floors prior to starting work, repair minor voids & level as needed. Provide floor floating as required to repair minor cracks, depressions, & other defects on floors.
37. Sheathing replacement has been included for units 1183 & 1158 **only**, as specified in unit specific scope of work.
38. Provide and install all Flooring, Base, & Wall Trim & Transitions: Synthetic, Metal (Schluter), etc.
39. Furnish & install Sherwin Williams Interior paint system for walls, Sherwin Williams Interior Flat paint for ceilings, Sherwin Williams Interior Gloss paint for doors, frames, trim, moldings, railings, base, casing, etc., as specified, including masking, primer, paint, sealers, minor surface preparation, caulking, filling of holes and cracks, touch-up & related work.

**Divisions 10-13 – Specialties, Equipment & Special Construction**

40. Excluded.

**Divisions 14 – Conveyance & Trash Chutes**

41. Excluded.

**Division 15 – Mechanical**

42. HVAC 2.5 ton, straight cool, front draw, vertical mount, Split System w/5kw, connecting to existing electric, drain lines, copper, & ductwork in units 1111, 1123, 1124, 1125, 1128, 1151, 1183 only.
43. HVAC 2.5 ton, Straight Cool, Front Draw, Vertical Mount, Split System w/5kw, connecting to existing electric and drain line. Includes new R6 flex supply ducts, plenum, boots & grills. Includes kitchen hood and dryer vent combo in unit 1158 only.
44. Clean ductwork and HVAC drain lines in all units.

Exhibit A – GMP Proposal  
 Construction Manager at Risk Jamestown Apartment Renovations – Phase 3H  
 City of St. Petersburg Project No. 16203-619

**Division 16 – Electrical Systems**

- 45. Demo existing fixtures, devices, panels, and breakers as per plans.
- 46. New lighting package including light fixtures have been included.
- 47. Replacing existing fixtures only.
- 48. Provide and install all lighting controls and branch devices such as receptacles, switches, etc. per plans. This includes arc fault receptacles.
- 49. Includes new circuits for smoke detectors and installation of devices per plans.
- 50. Includes new 4 wire dryer and range receptacles per code.
- 51. Includes new circuit for new dryer and range receptacles per code.
- 52. Includes full gear package, including new panels with breakers per plans.
- 53. All low voltage and fire alarm work including wiring and devices have been excluded.
- 54. Includes exterior LED cage light fixtures at front and back porch.

**DETAILED GMP ESTIMATE:**

DATE 09/10/2024 **GMP**  
 PROJECT NUMBER 23050  
 PROJECT NAME Jamestown Apartment Renovation 3H  
 ADDRESS 1035 Burlington Avenue North  
 CITY, STATE, ZIP St. Petersburg, FL 33705



Scope of Work: Interior Renovation of 9 units (1111, 1123, 1124, 1125, 1126, 1128, 1151, 1158, 1183). 9627sf total. Scope of work per plans dated 08.12.24

CSI DIV	CSI DESCRIPTION	SCOPE OF WORK	Quantity	UOM	UNIT COST	TOTAL COST
01	General Conditions	General Conditions	1	lsum	\$ 145,260	\$ 145,260
		Constr. Facilities & Temp Constr.	1	lsum	\$ 12,933	\$ 12,933
		Project Closeout	1	lsum	\$ 13,860	\$ 13,860
		Demo Support	1	lsum	\$ 19,500	\$ 19,500
		Contractor Contingency	1	lsum	\$ 35,106	\$ 35,106
02	Site Construction	Scope of work per plans dated 08.12.2024	1	lsum	\$ 869,082	\$ 869,082

Package Subtotal	\$ 1,095,741
General Liability Insurance	\$ 7,341
Payment & Performance Bond	\$ 15,785
Fee @ 8%	\$ 87,659
Unforeseen Conditions Allowance 5%	\$ 60,326
Owner Contingency	\$ -
<b>PROJECT TOTAL</b>	<b>\$ 1,266,853</b>

Exhibit A – GMP Proposal  
 Construction Manager at Risk Jamestown Apartment Renovations – Phase 3H  
 City of St. Petersburg Project No. 16203-619

**SCHEDULE OF ALLOWANCES** (scope or general clarifications): *N/A*

Allowance Number	Description	Amount

**SCHEDULE OF ALLOWANCES** *Optional for Projects utilizing self performance, include billable rates*

All construction management, labor and equipment will be charged at the billable rates per this Rate Matrix.

Description of Salary Management Staff	Billable Rate
Project Manager	\$74.29
Project Superintendent	\$79.30
Project Administrator	\$52.36
Project Engineer	\$68.56
Safety Officer	\$131.64
Quality Control/Warranty	\$72.93

Description of Hourly Craft Labor Staff	Billable Rate*
N/A	

Description of Equipment (or Industry Accepted Equivalent)	Billable Rate*
N/A	

*\*All equipment will be billed per the current Blue Book Rates found at [www.equipmentwatch.com](http://www.equipmentwatch.com)*

**CONSTRUCTION SCHEDULE:** Provided at kickoff meeting.



## Approvals - gcc

Report • Printed on November 21, 2024

Approved

# 12/5 Council - Hennessy - Jamestown Apartments - CMAN GMP

### ▼ Attachments

 **Hennessy - Jamestown Apartm**  
[https://stpete1-my.sharepoint.com/:](https://stpete1-my.sharepoint.com/)

### ▼ Final status: Approved

CT

Step 3: Approved by

Claude Tankersley

11/21/2024 11:13:51 AM

MW

Step 2: Approved by

Margaret B. Wahl

11/21/2024 10:08:14 AM

BP

Step 1: Approved by

Brejesh Prayman

11/21/2024 10:07:47 AM

SJ

Requested by

Sarah B. Johnson

11/20/2024 3:22:20 PM

The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to execute the Local Agency Program Agreement between the City of St. Petersburg, Florida and the State of Florida Department of Transportation (“FDOT”) for participation by FDOT in the construction and construction engineering inspection (CEI) services of the 62nd Avenue South over Maximo Channel - Bridge No. 157408 Replacement Project in an amount not to exceed \$2,384,498; and providing an effective date. (FDOT Financial Project No. 450609-1-58-01; ECID Project No. 23080-100; Oracle No. 19183)  
Please scroll down to view the backup material.



**CA-7**

# ST. PETERSBURG CITY COUNCIL

## Consent Agenda

Meeting of December 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 the Local Agency Program Agreement between the City of St. Petersburg, Florida and the State of Florida Department of Transportation (“FDOT”) for participation by FDOT in the construction and construction engineering inspection (CEI) services of the 62nd Avenue South over Maximo Channel - Bridge No. 157408 Replacement Project in an amount not to exceed \$2,384,498; and providing an effective date. (FDOT Financial Project No. 450609-1-58-01; ECID Project No. 23080-100; Oracle No. 19183)

**EXPLANATION:** Bridge No. 157408 carries 62nd Avenue South over Maximo Channel in the Bayway Isles Community. During the May 2021 routine bridge inspection conducted by the consultant for FDOT, the bridge was found to be structurally deficient. Delaminated areas in the prestressed sonovoid slab units were found along with associated spalling with exposed and corroded prestressing strands.

The City received a Prompt Corrective Action letter from FDOT which requires action by the City to repair the deficiencies identified during the inspection that made the bridge structurally deficient. Since receiving the letter, the City has procured a consultant and designed a plan for beam and deck replacement for the bridge.

*This project has been selected as a recipient of the Federal Local Government Deficient Bridge program administered by the FDOT. This means that FDOT will pay 75% up to a maximum of \$3.75 million, and the City is responsible to pay for the matching 25% or \$1.25 million and 100% of the amount above \$5 million. The City elected to apply all the funds to the construction phase of this project.*

The project will be constructed and administered through FDOT’s Local Agency Program (LAP). The City received LAP recertification in 2023 to provide planning, design, and construction/construction administration for federally funded projects within City limits. This project will be performed in accordance with all applicable FDOT procedures, guidelines, manuals, standards, and directives as described in the FDOT LAP Manual.

The total estimated construction cost is approximately \$2,733,779, of which the FDOT LAP will partially fund this phase of work in the amount of \$2,384,498. This funding for the original LAP agreement was based on the long-range estimates at the time of grant submission.

*Project costs for contractor and city staff will be borne initially by the City and later reimbursed from FDOT.*

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

**RECOMMENDATION:** Administration recommends authorizing the Mayor or his designee to execute the Local Agency Program Agreement between the City of St. Petersburg, Florida and the State of Florida Department of Transportation (“FDOT”) for participation by FDOT in the construction and



construction engineering inspection (CEI) services of the 62nd Avenue South over Maximo Channel - Bridge No. 157408 Replacement Project in an amount not to exceed \$2,384,498; and providing an effective date. (FDOT Financial Project No. 450609-1-58-01; ECID Project No. 23080-100; Oracle No. 19183)

**COST/FUNDING/ASSESSMENT INFORMATION:** Funds have previously been appropriated in the General Capital Improvement Fund (3001) 157408 62nd Ave S at Maximo Project (19183).

**ATTACHMENTS:** Resolution  
Council Map  
Draft FDOT LAP Phase 58 Agreement

RESOLUTION NO. 2024-\_\_

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE LOCAL AGENCY PROGRAM AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (“FDOT”) FOR PARTICIPATION BY FDOT IN THE CONSTRUCTION AND CONSTRUCTION ENGINEERING INSPECTION (CEI) SERVICES OF THE 62ND AVE S OVER MAXIMO CHANNEL - BRIDGE NO. 157408 REPLACEMENT LAP PROJECT IN AN AMOUNT NOT TO EXCEED \$2,384,498; AND PROVIDING AN EFFECTIVE DATE. (FDOT FINANCIAL PROJECT NO. 450609-1-58-01; ECID PROJECT NO. 23080-100)

WHEREAS, the State of Florida Department of Transportation (“FDOT”) has agreed to participate in the construction and construction engineering inspection (CEI) services of the 62nd Ave S over Maximo Channel - Bridge No. 157408 Replacement LAP Project (“Project”); and

WHEREAS, as a requirement for FDOT’s participation in the Project, the City of St. Petersburg, Florida (“City”) must enter into a Local Agency Program Agreement setting forth the obligations of FDOT and the City; and

WHEREAS, pursuant to the terms of the Local Agency Program Agreement, the City does not have future maintenance obligations for the Project; and

WHEREAS, Administration recommends approval of this Resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute a Local Agency Program Agreement between the City of St. Petersburg, Florida and the State of Florida Department of Transportation (“FDOT”) for participation by FDOT in the construction and construction engineering inspection (CEI) services of the 62nd Ave S over Maximo Channel - Bridge No. 157408 Replacement LAP Project in an amount not to exceed \$2,384,498.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

  
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00778446

DEPARTMENT:

  
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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FPN: <u>450609 1 58 01</u>	FPN: <u>450609 1 68 01</u>	FPN: _____
Federal No (FAIN): <u>D724 026 B</u>	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>ACBZ, GFBZ, LF</u>	Fund: <u>LF</u>	Fund: _____
Org Code: _____	Org Code: _____	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: _____	FLAIR Obj: _____	FLAIR Obj: _____

County No: 15 (Pinellas) Contract No: \_\_\_\_\_  
Recipient Vendor No: F596000424044 Recipient Unique Entity ID (UEI) No: LARHMJNJAKS4

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Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

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THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on \_\_\_\_\_, by and between the State of Florida Department of Transportation, an agency (This date to be entered by DOT only) of the State of Florida ("Department"), and City of St. Petersburg ("Recipient").

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the construction and construction engineering inspection (CEI) services of 62nd Ave S over Maximo Channel - Bridge No. 157408 Replacement LAP project, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 4/18/2027. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
  - a. The estimated cost of the Project is \$ 3,183,330.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$ 2,384,498.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
  - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

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- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

## 5. Requisitions and Payments

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
- e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.  
 If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the

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Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g.** Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i.** Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

## **6. Department Payment Obligations:**

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

## **7. General Requirements:**

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

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- i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
  - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
  - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
  - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
  - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
  - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
  - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part

thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

## **8. Audit Reports:**

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
  - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.



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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse (“FAC”) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
  - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  - 3. Wholly or partly suspend or terminate the federal award;
  - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
  - 5. Withhold further federal awards for the Project or program;
  - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

## **9. Termination or Suspension of Project:**

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

## **10. Contracts of the Recipient:**

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

**11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**12. Compliance with Conditions and Laws:**

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

**13. Performance Evaluations:**

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

**14. Restrictions, Prohibitions, Controls, and Labor Provisions:**

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts

with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**15. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

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- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

**16. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient
  - shall
  - shall not
  - N/A

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

**17. Miscellaneous Provisions:**

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance 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).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

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- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any 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 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 federally-appropriated funds have been paid by the Recipient 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph 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. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.
- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
  - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
  - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**18. Exhibits:**

- a. Exhibits "A", "B", "C", "D", "E" and "F" are attached to and incorporated into this Agreement.
- b.  If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.
- c.  Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d.  State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

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- e.  This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit “K”**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- f.  This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit “L”**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g.  This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit “M”**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h.  This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit “N”**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i.  A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit “O”**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j.  The following Exhibit(s) are attached and incorporated into this Agreement: \_\_\_\_\_

**k. Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

\* Exhibit G: FHWA Form 1273

\* Exhibit H: Alternative Advance Payment Financial Provisions

\* Exhibit I: State Funds Addendum

\* Exhibit J: State Financial Assistance (Florida Single Audit Act)

\* Exhibit K: Advance Project Reimbursement

\* Exhibit L: Landscape Maintenance

\* Exhibit M: Roadway Lighting Maintenance

\* Exhibit N: Traffic Signal Maintenance

\* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\* Additional Exhibit(s):

**\* Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT City of St. Petersburg

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

Name: Brejesh Prayman, P.E.  
Title: Director, Engineering & Capital Improvements

By: \_\_\_\_\_

Name: Justin Hall  
Title: Director of Transportation Development

Legal Review:

\_\_\_\_\_

**EXHIBIT A**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 450609 1 58/68 01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and City of St. Petersburg (the Recipient)

**PROJECT LOCATION:**

- The project is on the National Highway System.
- The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** Total Length: 0.053 MI; MP .027 to MP 0.080 and RWID 15900031

**PROJECT DESCRIPTION:** The construction and construction engineering inspection (CEI) services of 62nd Ave S over Maximo Channel - Bridge No. 157408 Replacement LAP project. This project is a bridge superstructure replacement of Bridge No. 157408. Non participating items include pay items 520-1-10 Curb, City of St. Petersburg Type "B" and 521-5-5 Concrete Traffic Railing, Bridge.

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

The Agency shall implement the project using all applicable criteria and standards for the type of project classification as defined in the Local Programs Manual, Chapter 17 – Preliminary Engineering and Design.

For projects off the State Highway System (Class D), the Agency will submit design plans for review and approval at 60%, 100% and final. For projects classified per the Local Programs Manual as A, B, or C, the Agency will submit design plans for all project phases. Projects with any work on the State Highway System must submit design plans for all project phases.

If the project will involve construction on, under, or over the Department’s right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department’s right-of-way shall be designed and constructed in accordance with the latest edition of the Department’s Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices (“MUTCD”) including the use of the MAC System per Standard Specification 105. The following guidelines shall apply: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual (“FDM”) and the Department of Traffic Engineering Manual. Designs that do not meet Department standards may be rejected by the Department at its discretion.

For projects with any work on, over, or under the State Highway System, the agency must contact the Department’s District Permits Engineer to coordinate maintenance permit requirements. They can be reached at reebie.simms@dot.state.fl.us or (813)975-6000.

The Agency will not begin the construction phase until the Department has reviewed, approved plans and issued a Notice to Proceed. Construction related activities, including project advertisement, conducted prior to Notice to Proceed will not be reimbursed and may render the entire project ineligible for federal funding.

The Agency will submit to the Department the project Bid Package to include Specifications, updated construction estimate, draft construction contract, completed LAP Construction Checklist for Construction Contracts (Form No: 525-010-44) and the Agency's Certification Clear Package as specified in the Department approved project schedule but not later than the Final plans submittal. All above items must be reviewed, approved and a Notice to Proceed must be issued by the Department prior to any construction related activities, including project advertisement. The Certification Clear Package must include the following items completed and signed by the authorized Agency representative:

- 1.Type 1 Categorical Exclusion (CE) Checklist
- 2.Contamination Clearance Form
- 3.Right of Way Certification Form
- 4.Rail Clear Letter
- 5.Permits Clear Letter and SWFWMD approval letter if applicable
- 6.Utilities Clear/Coordinated Letter
- 7.Construction contract time calculations - method used by Agency to determine contract duration.

The Agency will be responsible for documenting to the Department that the project, as designed, qualifies as one of the types of Type 1 CE project per FDOT's PD&E Manual. This documentation must be approved by the Department prior to any construction related activity, including advertisement.

The Agency shall submit the FDOT Vendor Eligibility Check Prior to Contract Award form (Form No. 375-030-91) for consultants/contractors and their subs to comply with the terms of the LAP agreement.

The Agency will submit to the Department the bid and award intent for review and concurrence prior to award of the contract. The Agency will upload a copy of the Construction Contract into the Grant Application Program (GAP) upon execution of the document.

If federally funded, CEI and material testing that will be implemented by a consultant: The Agency will submit and comply with the requirements of the LAP Checklist for Federally Funded Professional Services Contract (Form No. 525-010-49). The Department must review and concur with the process prior to award of the CEI contract. Upon execution of the contract, the agency will upload a copy of the signed document into the Grant Application Program (GAP).

Grant Application Program (GAP): GAP is a repository for all LAP project documents. Upon receipt of the Notice to Proceed on a project phase, the Local Agency will be responsible for uploading the appropriate project documents into GAP before an invoice can be paid. The efficient management of Local Agency contracts is important to GAP's main goal of improving communication between the Local Agency and FDOT.

The Agency will provide progress billing invoices with appropriate back-up documentation to the Department on a quarterly basis or sooner as of the execution date of the agreement. Progress invoice payments will be made on a pro-rata basis as a percentage of the state grant funding amount compared to the project cost. Final invoices will reimburse eligible participating items, not previously reimbursed, up to the maximum grant funding.

For projects that have participating and non-participating items, the local agency must submit invoices clearly depicting and differentiating the participating and non-participating items of expenditures that are federal or locally funded. Pay item plan sheets must also separate and distinguish between participating and non-participating items. Non-participating costs are the responsibility of the Agency.

The Agency will ensure compliance of the Contractor's proposed staging/storage area with the Endangered Species Act, Section 4(f) and Section 106 of the Code of Federal Regulations. Required Sections 7-1.4 and 7-1.8 of FDOT's Division I Standard Specification are included in FDOT's Division 1 specification package for Local Agencies.

The Agency shall be responsible for identification and remediation, including all associated costs, of any hazardous materials and contamination encountered while implementing the project.

The Agency will submit and receive approval from the Department for any bid addenda.

The Agency will notify the Department of any Change Orders whether or not the Department is participating in them. Change orders will not be implemented until the Department has granted approval.

The Agency will process a Project Closeout Package at project completion in accordance with the Local Agency Program Manual for Federal Aid Projects (Department Procedure: 525-010-300). The package must include the project final invoice,

the Agency's written notice of final acceptance to the contractor, the approved Final Inspection and Acceptance form, the LAP Record of Final Plans and Documentation form (52501047), and Materials Certification. Final as-built plans should be provided if applicable per the LAP Manual. If applicable, a Project Commitments Record (DOT form 700-011-35) must be provided showing all project commitments have been met. The local agency will coordinate with District Environmental Management Office to generate the form. Appropriate District 7 Documents Spreadsheet must be submitted confirming all required documents have been uploaded to GAP. This process must be completed and accepted by the Department prior to payment of the project Final Invoice.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A.
- b) Design to be complete and submitted to the Department by 9/18/2024.
- c) Right-of-Way requirements identified and provided to the Department by 02/27/2024.
- d) Construction contract to be let by 03/17/2025.
- e) Construction to be completed by 12/17/2026.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

The Department will issue Notice to Proceed to the Agency after final design plans and the project Bid Package to include Specifications, updated construction estimate, draft construction contract, completed Construction checklist and the Agency's Certification Clear Package have been reviewed and approved.

Upon receipt of an invoice, the Department will have twenty (20) working days to review and approve the goods and services submitted for payment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT B**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

RECIPIENT NAME & BILLING ADDRESS: City of St. Petersburg PO Box 2842 St Petersburg, FL 33731	FINANCIAL PROJECT NUMBER: 450609 1 58/68 01
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PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
<b>Design- Phase 38</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Right-of-Way- Phase 48</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Construction- Phase 58</b>				
FY: 2025 (Local Agency Programs)	\$ 2,733,779.00	\$ 349,281.00	\$ _____	\$ 2,384,498.00
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 2,733,779.00	\$ 349,281.00	\$ 0.00	\$ 2,384,498.00
<b>Construction Engineering and Inspection (CEI)- Phase 68</b>				
FY: 2025 (Local Agency Programs)	\$ 449,551.00	\$ 449,551.00	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 449,551.00	\$ 449,551.00	\$ 0.00	\$ 0.00
<b>(Insert Phase)</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL COST OF THE PROJECT</b>	<b>\$ 3,183,330.00</b>	<b>\$ 798,832.00</b>	<b>\$ 0.00</b>	<b>\$ 2,384,498.00</b>

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:  
 I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Marcia Haines  
 District Grant Manager Name

\_\_\_\_\_  
 Signature Date

**EXHIBIT C****TITLE VI ASSURANCES**

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

- (1.) Compliance with REGULATIONS:** The contractor 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 contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports:** The contractor 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* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or 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 contractor'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, or

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

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

**(6.) Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* 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 sub-contractor or supplier as a result of such direction, the contractor 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 contractor may request the United States to enter into such litigation to protect the interests of the United States.

**(7.) Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT D**

**RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT****EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**CFDA No.:** 20.205  
**CFDA Title:** Highway Planning and Construction  
Federal-Aid Highway Program, Federal Lands Highway Program  
**CFDA Program Site:** [https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is\\_active=true&page=1](https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1)  
**Award Amount:** \$2,384,498.00  
**Awarding Agency:** Florida Department of Transportation  
**Award is for R&D:** No  
**Indirect Cost Rate:** N/A

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards  
<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

Title 23 – Highways, United States Code  
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code  
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)  
<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Highway Administration – Florida Division  
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
<https://www.fsr.gov/>

**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS**  
**Florida Department of Financial Services, Reference Guide for State Expenditures**  
***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

## **EXHIBIT G**

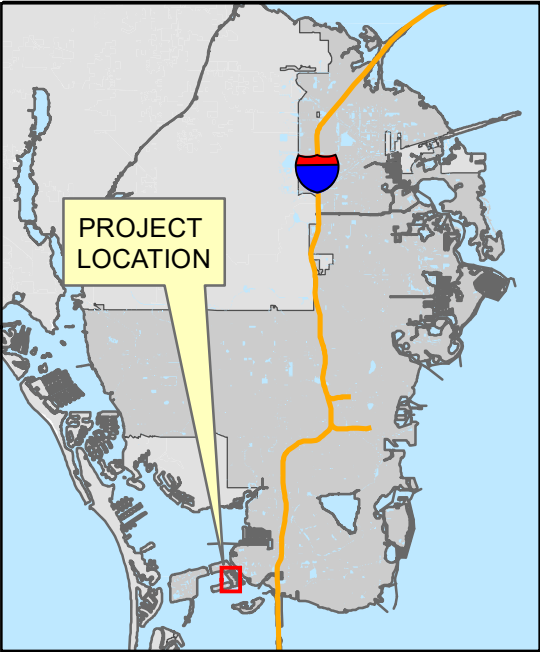
### **FHWA FORM 1273 FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

#### **LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.**

The FHWA-1273 version dated October 23, 2023 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:

<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.



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

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

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





## Approvals - gcc

Report • Printed on November 21, 2024

Approved

# 12/5 Council - FDOT - 62nd Ave Bridge - LAP Agreement

### ▼ Attachments



FDOT - 62nd Ave Bridge - LAP

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

### ▼ Final status: Approved

CT

Step 3: Approved by

Claude Tankersley

11/21/2024 11:14:03 AM

MW

Step 2: Approved by

Margaret B. Wahl

11/21/2024 10:08:08 AM

BP

Step 1: Approved by

Brejesh Prayman

11/21/2024 10:07:57 AM

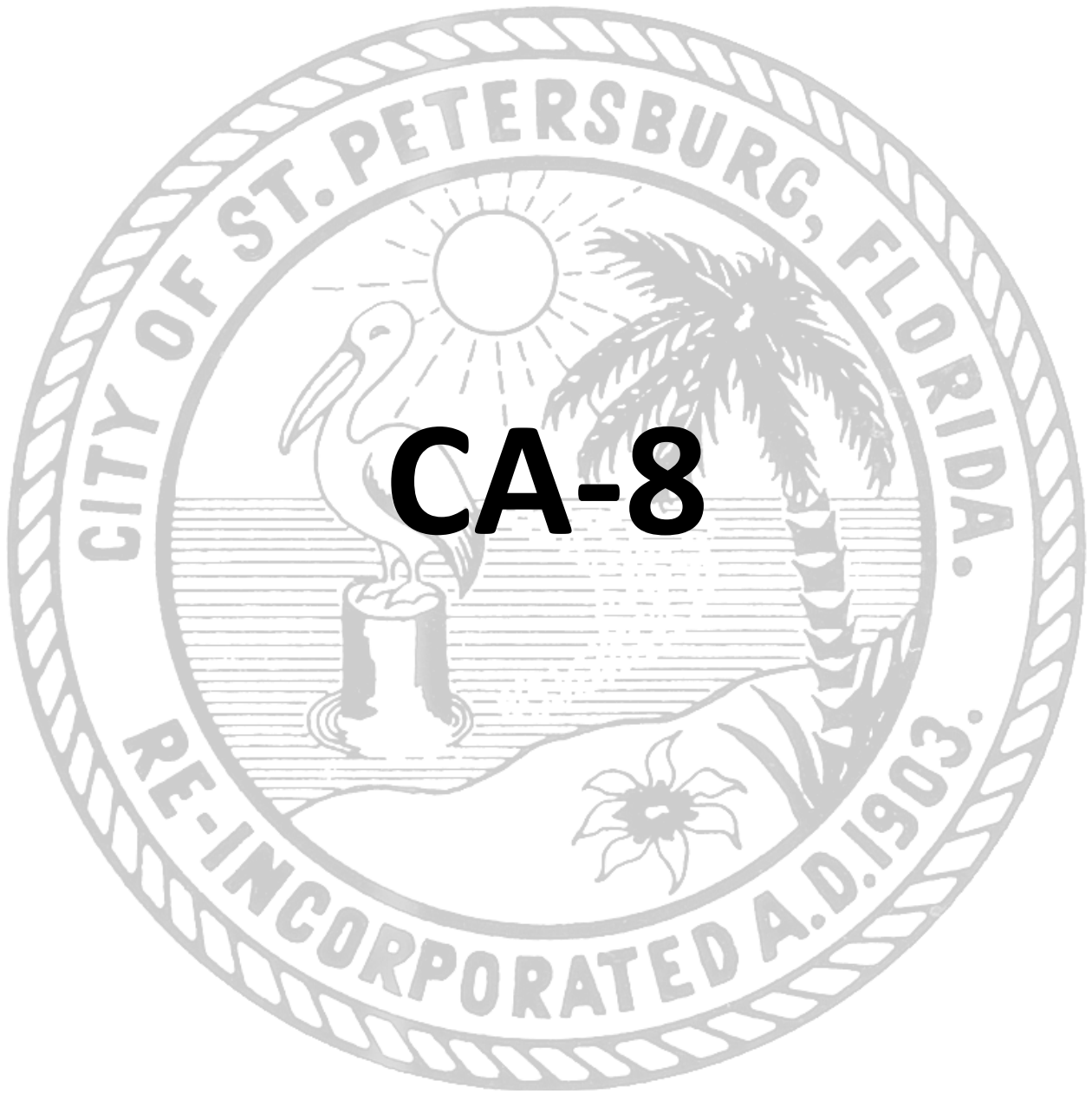
SJ

Requested by

Sarah B. Johnson

11/21/2024 9:37:07 AM

The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to execute the Local Agency Program Agreement between the State of Florida Department of Transportation (“FDOT”) and the City of St. Petersburg, Florida for participation by FDOT in the construction and construction engineering inspection (CEI) services for the 17th St N over Booker Creek Bridge No. 157126 Replacement Project, in an amount not to exceed \$405,763; approving a supplemental appropriation in the amount of \$405,763 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from funding received from FDOT pursuant to the Local Agency Program Agreement, to the 157126 17th St N Bridge Rehabilitation Project (19660); rescinding an unencumbered appropriation in the Citywide Infrastructure Capital Improvement Fund (3027) in the amount of \$1,500,000 from the 157126 17th Street N over Booker Creek FY24 Project (19837); approving a supplemental appropriation in the amount of \$1,500,000 from the increase in the unappropriated balance of the Citywide Infrastructure Capital Improvement Fund (3027), resulting from this rescission, to the 157126 17th St N Bridge Rehabilitation Project (19660); and providing an effective date. (FDOT Financial Project No. 450615-1-58-01; ECID Project No. 23125-100; Oracle No. 19660) Please scroll down to view the backup material.



**CA-8**



# ST. PETERSBURG CITY COUNCIL

## Consent Agenda

Meeting of December 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 the Local Agency Program Agreement between the State of Florida Department of Transportation (“FDOT”) and the City of St. Petersburg, Florida for participation by FDOT in the construction and construction engineering inspection (CEI) services for the 17th St N over Booker Creek Bridge No. 157126 Replacement Project, in an amount not to exceed \$405,763; approving a supplemental appropriation in the amount of \$405,763 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from funding received from FDOT pursuant to the Local Agency Program Agreement, to the 157126 17th St N Bridge Rehabilitation Project (19660); rescinding an unencumbered appropriation in the Citywide Infrastructure Capital Improvement Fund (3027) in the amount of \$1,500,000 from the 157126 17th Street N over Booker Creek FY24 Project (19837); approving a supplemental appropriation in the amount of \$1,500,000 from the increase in the unappropriated balance of the Citywide Infrastructure Capital Improvement Fund (3027), resulting from this rescission, to the 157126 17th St N Bridge Rehabilitation Project (19660); and providing an effective date. (FDOT Financial Project No. 450615-1-58-01; ECID Project No. 23125-100; Oracle No. 19660)

**EXPLANATION:** Bridge No. 157126 carries 17th Street North over Booker Creek. During the July 2021 routine bridge inspection conducted by the consultant for FDOT, the bridge was found to be structurally deficient. The steel pipes within the culvert were found to have heavy corrosion and section loss.

The City received a Prompt Corrective Action letter from FDOT which requires action by the City to repair the deficiencies identified during the inspection that made the bridge structurally deficient. Since receiving the letter, the City has procured a consultant and designed a plan to replace the culvert.

*This project has been selected as a recipient of the Federal Local Government Deficient Bridge program administered by the FDOT. This means that FDOT will pay 75% up to a maximum of \$3.75 million, and the City is responsible to pay for the matching 25% or \$1.25 million and 100% of the amount above \$5 million. The City elected to apply all the funds to the construction phase of this project. The FDOT Financial Project Number assigned to this project is 450609-1-58-01 and is planned for their Fiscal Year 2025 (July 1, 2024, to June 30, 2025).*

The project will be constructed and administered through FDOT’s Local Agency Program (“LAP”). The City received LAP recertification in 2023 to provide planning, design, and construction/construction administration for federally funded projects within City limits. This project will be performed in accordance with all applicable FDOT procedures, guidelines, manuals, standards, and directives as described in the FDOT LAP Manual.

The total estimated construction cost is approximately \$1,944,263, of which the FDOT LAP will partially fund this phase of work in the amount of \$405,763. This funding for the original LAP agreement was based on construction estimate for the final plans. City staff is working with FDOT to request additional federal funding for the increased construction costs.

*Project costs for contractor and city staff will be borne initially by the City and later reimbursed from FDOT.*

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

**RECOMMENDATION:** Administration recommends authorizing the Mayor or his designee to execute the Local Agency Program Agreement between the State of Florida Department of Transportation (“FDOT”) and the City of St. Petersburg, Florida for participation by FDOT in the construction and construction engineering inspection (CEI) services for the 17th St N over Booker Creek Bridge No. 157126 Replacement Project, in an amount not to exceed \$405,763; approving a supplemental appropriation in the amount of \$405,763 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from funding received from FDOT pursuant to the Local Agency Program Agreement, to the 157126 17th St N Bridge Rehabilitation Project (19660); rescinding an unencumbered appropriation in the Citywide Infrastructure Capital Improvement Fund (3027) in the amount of \$1,500,000 from the 157126 17th Street N over Booker Creek FY24 Project (19837); approving a supplemental appropriation in the amount of \$1,500,000 from the increase in the unappropriated balance of the Citywide Infrastructure Capital Improvement Fund (3027), resulting from this rescission, to the 157126 17th St N Bridge Rehabilitation Project (19660); and providing an effective date. (FDOT Financial Project No. 450615-1-58-01; ECID Project No. 23125-100; Oracle No. 19660)

**COST/FUNDING/ASSESSMENT INFORMATION:** Revenues in an amount not to exceed \$405,763 are to be received from FDOT and deposited in the General Capital Improvement Fund (3001). Funds have been previously appropriated in the Citywide Infrastructure Capital Improvement Fund (3027) (\$363,000), 157126 17th St N Bridge Rehabilitation Project (19660). Additional funds will be available after the approval of a supplemental appropriation in the amount of \$405,763 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the LAP Agreement, to the 157126 17th St N Bridge Rehabilitation Project (19660), a rescission of an unencumbered appropriation in the Citywide Infrastructure Capital Improvement Fund (3027) in the amount of \$1,500,000 from the 157126 17th Street N over Booker Creek FY24 Project (19837), and a supplemental appropriation in the amount of \$1,500,000 from the increase in the unappropriated balance of the Citywide Infrastructure Capital Improvement Fund (3027), resulting from the above rescission, to the 157126 17th St N Bridge Rehabilitation Project (19660).

**ATTACHMENTS:** Resolution  
Council Map  
Draft FDOT LAP Phase 58 Agreement

RESOLUTION NO. 2024-\_\_

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE LOCAL AGENCY PROGRAM AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (“FDOT”) AND THE CITY OF ST. PETERSBURG, FLORIDA FOR PARTICIPATION BY FDOT IN THE CONSTRUCTION AND CONSTRUCTION ENGINEERING INSPECTION (CEI) SERVICES FOR THE 17TH ST N OVER BOOKER CREEK BRIDGE NO. 157126 REPLACEMENT PROJECT, IN AN AMOUNT NOT TO EXCEED \$405,763; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$405,763 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM FUNDING RECEIVED FROM FDOT PURSUANT TO THE LOCAL AGENCY PROGRAM AGREEMENT, TO THE 157126 17<sup>TH</sup> ST N BRIDGE REHABILITATION PROJECT (19660); RESCINDING AN UNENCUMBERED APPROPRIATION IN THE CITYWIDE INFRASTRUCTURE CAPITAL IMPROVEMENT FUND (3027) IN THE AMOUNT OF \$1,500,000 FROM THE 157126 17TH STREET N OVER BOOKER CREEK FY24 PROJECT (19837); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$1,500,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE CITYWIDE INFRASTRUCTURE CAPITAL IMPROVEMENT FUND (3027), RESULTING FROM THIS RESCISSION, TO THE 157126 17TH ST N BRIDGE REHABILITATION PROJECT (19660); AND PROVIDING AN EFFECTIVE DATE. (FDOT FINANCIAL PROJECT NO.

450615-1-58-01; ECID PROJECT NO. 23125-100;  
ORACLE NO. 19660)

WHEREAS, the State of Florida Department of Transportation (“FDOT”) has agreed to participate in the construction and construction engineering inspection (CEI) services for the 17th St N over Booker Creek Bridge No. 157126 Replacement Project, (“Project”); and

WHEREAS, as a requirement for FDOT’s participation in the Project, the City of St. Petersburg, Florida (“City”) must enter into a Local Agency Program Agreement setting forth the obligations of FDOT and the City; and

WHEREAS, pursuant to the terms of the Local Agency Program Agreement, the City does not have future maintenance obligations for the Project; and

WHEREAS, funding will be available after approving (i) a supplemental appropriation in the amount of \$405,763 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from funding received from FDOT pursuant to the Local Agency Program Agreement, to the 157126 17<sup>th</sup> St N Bridge Rehabilitation Project (19660), (ii) a rescission of an unencumbered appropriation in the Citywide Infrastructure Capital Improvement Fund (3027) in the amount of \$1,500,000 from the 157126 17th Street N Over Booker Creek 24 Project (19837) and (iii) a supplemental appropriation in the amount of \$1,500,000 from the increase in the unappropriated balance of the Citywide Infrastructure Capital Improvement Fund (3027), resulting from this rescission, to the 157126 17th St N Bridge Rehabilitation Project (19660); and

WHEREAS, Administration recommends approval of this Resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute the Local Agency Program Agreement between the State of Florida Department of Transportation (“FDOT”) and the City of St. Petersburg, Florida for participation by FDOT in the construction and construction engineering inspection (CEI) services for the 17th St N over Booker Creek Bridge No. 157126 Replacement Project, in an amount not to exceed \$405,763.

BE IT FURTHER RESOLVED that there is hereby approved the following supplemental appropriation from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from funding received from FDOT pursuant to this Local Agency Program Agreement, for fiscal year 2025:

<u>General Capital Improvement Fund (3001)</u>	
157126 17th St N Bridge Rehabilitation Project (19660)	\$405,763

BE IT FURTHER RESOLVED that an unencumbered appropriation in the Citywide Infrastructure Capital Improvement Fund (3027) in the amount of \$1,500,000 from the 157126 17th Street N over Booker Creek FY24 Project (19837) is hereby rescinded.

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the Citywide Infrastructure Capital Improvement Fund (3027), resulting from the above rescission, the following supplemental appropriation for fiscal year 2025 in order to provide the necessary funding for this Local Agency Program Agreement:

<u>Citywide Infrastructure Capital Improvement Fund (3027)</u>	
157126 17th St N Bridge Rehabilitation Project (19660)	\$1,500,000

This Resolution shall become effective immediately upon its adoption.

LEGAL:

  
\_\_\_\_\_  
00778451

DEPARTMENT:

  
\_\_\_\_\_

BUDGET:

  
\_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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FPN: <u>450615 1 58 01</u>	FPN: <u>450615 1 68 01</u>	FPN: _____
Federal No (FAIN): <u>D724 060 B</u>	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>GFBZ, LF</u>	Fund: <u>LF</u>	Fund: _____
Org Code: _____	Org Code: _____	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: _____	FLAIR Obj: _____	FLAIR Obj: _____

County No: 15 (Pinellas) Contract No: \_\_\_\_\_  
Recipient Vendor No: F596000424044 Recipient Unique Entity ID (UEI) No: LARHMJNJAKS4

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Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

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THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on \_\_\_\_\_, by and between the State of Florida Department of Transportation, an agency (This date to be entered by DOT only) of the State of Florida ("Department"), and City of St. Petersburg ("Recipient").

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the construction and construction engineering inspection (CEI) services for the 17th St N over Booker Creek Bridge No. 157126 Replacement project, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 05/04/2027. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
  - a. The estimated cost of the Project is \$ 545,018.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$405,763.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
  - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**5. Requisitions and Payments**

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
- e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.  
 If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the

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Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g.** Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i.** Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:



"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

## **6. Department Payment Obligations:**

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

## **7. General Requirements:**

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

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- i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
  - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
  - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
  - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
  - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
  - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
  - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part

thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

## **8. Audit Reports:**

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
  - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse (“FAC”) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
  - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  - 3. Wholly or partly suspend or terminate the federal award;
  - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
  - 5. Withhold further federal awards for the Project or program;
  - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

## **9. Termination or Suspension of Project:**

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

## **10. Contracts of the Recipient:**

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

**11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**12. Compliance with Conditions and Laws:**

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

**13. Performance Evaluations:**

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

**14. Restrictions, Prohibitions, Controls, and Labor Provisions:**

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts

with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**15. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

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- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

**16. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

- shall
- shall not
- N/A



maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

**17. Miscellaneous Provisions:**

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance 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).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

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- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any 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 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 federally-appropriated funds have been paid by the Recipient 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph 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. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.
- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
  - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
  - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**18. Exhibits:**

- a. **Exhibits "A", "B", "C", "D", "E" and "F"** are attached to and incorporated into this Agreement.
- b.  If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.
- c.  Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d.  State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

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- e.  This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit “K”**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- f.  This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit “L”**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g.  This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit “M”**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h.  This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit “N”**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i.  A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit “O”**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j.  The following Exhibit(s) are attached and incorporated into this Agreement: \_\_\_\_\_

**k. Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

\* Exhibit G: FHWA Form 1273

\* Exhibit H: Alternative Advance Payment Financial Provisions

\* Exhibit I: State Funds Addendum

\* Exhibit J: State Financial Assistance (Florida Single Audit Act)

\* Exhibit K: Advance Project Reimbursement

\* Exhibit L: Landscape Maintenance

\* Exhibit M: Roadway Lighting Maintenance

\* Exhibit N: Traffic Signal Maintenance

\* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\* Additional Exhibit(s):

**\* Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

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525-010-40  
PROGRAM MANAGEMENT  
OGC/OOC- 07/24  
Page 15 of 15

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT City of St. Petersburg

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Brejesh Prayman, P.E.

Name: Justin Hall

Title: Director, Engineering & Capital Improvements

Title: Director of Transportation Development

Legal Review:

\_\_\_\_\_

**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 450615 1 58/68 01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and  
City of St. Petersburg (the Recipient)

**PROJECT LOCATION:**

- The project is on the National Highway System.
- The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** Total Length: 0.005 MI; MP .027 to MP 0.032 and RWID  
 15900029

**PROJECT DESCRIPTION:** The construction and construction engineering inspection (CEI) services of 17<sup>th</sup> St N over Booker Creek - Bridge No. 157126 Replacement LAP project. The project location is classified as an off the State Highway System. If the project contains any work on the State Highway System, the work must adhere to the requirements listed in the Special Considerations by Recipient section below. All utilities components will be paid for with local funds and are not eligible for reimbursement.

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

The Agency shall implement the project using all applicable criteria and standards for the type of project classification as defined in the Local Programs Manual, Chapter 17 – Preliminary Engineering and Design.

For projects off the State Highway System (Class D), the Agency will submit design plans for review and approval at 60%, 100% and final. For projects classified per the Local Programs Manual as A, B, or C, the Agency will submit design plans for all project phases. Projects with any work on the State Highway System must submit design plans for all project phases.

If the project will involve construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD") including the use of the MAC System per Standard Specification 105. The following guidelines shall apply: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department of Traffic Engineering Manual. Designs that do not meet Department standards may be rejected by the Department at its discretion.

For projects with any work on, over, or under the State Highway System, the agency must contact the Department's District Permits Engineer to coordinate maintenance permit requirements. They can be reached at reebie.simms@dot.state.fl.us or (813)975-6000.

The Agency will not begin the construction phase until the Department has reviewed, approved plans and issued a Notice to Proceed. Construction related activities, including project advertisement, conducted prior to Notice to Proceed will not be reimbursed and may render the entire project ineligible for federal funding.

The Agency will submit to the Department the project Bid Package to include Specifications, updated construction estimate, draft construction contract, completed LAP Construction Checklist for Construction Contracts (Form No: 525-010-44) and the Agency's Certification Clear Package as specified in the Department approved project schedule but not later than the Final plans submittal. All above items must be reviewed, approved and a Notice to Proceed must be issued by the Department prior to any construction related activities, including project advertisement. The Certification Clear Package must include the following items completed and signed by the authorized Agency representative:

- 1.Type 1 Categorical Exclusion (CE) Checklist
- 2.Contamination Clearance Form
- 3.Right of Way Certification Form
- 4.Rail Clear Letter
- 5.Permits Clear Letter and SWFWMD approval letter if applicable
- 6.Utilities Clear/Coordinated Letter
- 7.Construction contract time calculations - method used by Agency to determine contract duration.

The Agency will be responsible for documenting to the Department that the project, as designed, qualifies as one of the types of Type 1 CE project per FDOT's PD&E Manual. This documentation must be approved by the Department prior to any construction related activity, including advertisement.

The Agency shall submit the FDOT Vendor Eligibility Check Prior to Contract Award form (Form No. 375-030-91) for consultants/contractors and their subs to comply with the terms of the LAP agreement.

The Agency will submit to the Department the bid and award intent for review and concurrence prior to award of the contract. The Agency will upload a copy of the Construction Contract into the Grant Application Program (GAP) upon execution of the document.

If federally funded, CEI and material testing that will be implemented by a consultant: The Agency will submit and comply with the requirements of the LAP Checklist for Federally Funded Professional Services Contract (Form No. 525-010-49). The Department must review and concur with the process prior to award of the CEI contract. Upon execution of the contract, the agency will upload a copy of the signed document into the Grant Application Program (GAP).

Grant Application Program (GAP): GAP is a repository for all LAP project documents. Upon receipt of the Notice to Proceed on a project phase, the Local Agency will be responsible for uploading the appropriate project documents into GAP before an invoice can be paid. The efficient management of Local Agency contracts is important to GAP's main goal of improving communication between the Local Agency and FDOT.

The Agency will provide progress billing invoices with appropriate back-up documentation to the Department on a quarterly basis or sooner as of the execution date of the agreement. Progress invoice payments will be made on a pro-rata basis as a percentage of the state grant funding amount compared to the project cost. Final invoices will reimburse eligible participating items, not previously reimbursed, up to the maximum grant funding.

For projects that have participating and non-participating items, the local agency must submit invoices clearly depicting and differentiating the participating and non-participating items of expenditures that are federal or locally funded. Pay item plan sheets must also separate and distinguish between participating and non-participating items. Non-participating costs are the responsibility of the Agency.

The Agency will ensure compliance of the Contractor's proposed staging/storage area with the Endangered Species Act, Section 4(f) and Section 106 of the Code of Federal Regulations. Required Sections 7-1.4 and 7-1.8 of FDOT's Division I Standard Specification are included in FDOT's Division 1 specification package for Local Agencies.

The Agency shall be responsible for identification and remediation, including all associated costs, of any hazardous materials and contamination encountered while implementing the project.

The Agency will submit and receive approval from the Department for any bid addenda.

The Agency will notify the Department of any Change Orders whether or not the Department is participating in them. Change orders will not be implemented until the Department has granted approval.

The Agency will process a Project Closeout Package at project completion in accordance with the Local Agency Program

Manual for Federal Aid Projects (Department Procedure: 525-010-300). The package must include the project final invoice, the Agency's written notice of final acceptance to the contractor, the approved Final Inspection and Acceptance form, the LAP Record of Final Plans and Documentation form (52501047), and Materials Certification. Final as-built plans should be provided if applicable per the LAP Manual. If applicable, a Project Commitments Record (DOT form 700-011-35) must be provided showing all project commitments have been met. The local agency will coordinate with District Environmental Management Office to generate the form. Appropriate District 7 Documents Spreadsheet must be submitted confirming all required documents have been uploaded to GAP. This process must be completed and accepted by the Department prior to payment of the project Final Invoice.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A.
- b) Right-of-Way requirements identified and provided to the Department by 06/21/2024.
- c) Design to be complete and submitted to the Department by 09/23/2024.
- d) Construction contract to be let by 04/02/2025.
- e) Construction to be completed by 01/02/2027.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

The Department will issue Notice to Proceed to the Agency after final design plans and the project Bid Package to include Specifications, updated construction estimate, draft construction contract, completed Construction checklist and the Agency's Certification Clear Package have been reviewed and approved.

Upon receipt of an invoice, the Department will have twenty (20) working days to review and approve the goods and services submitted for payment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT B**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

RECIPIENT NAME & BILLING ADDRESS: City of St. Petersburg PO Box 2842 St Petersburg, FL 33731	FINANCIAL PROJECT NUMBER: 450615 1 58/68 01
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PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
<b>Design- Phase 38</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Right-of-Way- Phase 48</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Construction- Phase 58</b>				
FY: 2025 (Local Agency Programs)	\$ 470,138.00	\$ 64,375.00	\$ _____	\$ 405,763.00
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 470,138.00	\$ 64,375.00	\$ 0.00	\$ 405,763.00
<b>Construction Engineering and Inspection (CEI)- Phase 68</b>				
FY: 2025 (Local Agency Programs)	\$ 74,880.00	\$ 74,880.00	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 74,880.00	\$ 74,880.00	\$ 0.00	\$ 0.00
<b>(Insert Phase)</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL COST OF THE PROJECT</b>	\$ 545,018.00	\$ 139,255.00	\$ 0.00	\$ 405,763.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Marcia Haines  
 District Grant Manager Name

\_\_\_\_\_  
 Signature Date



**EXHIBIT C****TITLE VI ASSURANCES**

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

- (1.) Compliance with REGULATIONS:** The contractor 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 contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports:** The contractor 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* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or 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 contractor'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, or

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

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

**(6.) Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* 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 sub-contractor or supplier as a result of such direction, the contractor 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 contractor may request the United States to enter into such litigation to protect the interests of the United States.

**(7.) Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT D**

**RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT****EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**CFDA No.:** 20.205  
**CFDA Title:** Highway Planning and Construction  
Federal-Aid Highway Program, Federal Lands Highway Program  
**CFDA Program Site:** [https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is\\_active=true&page=1](https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1)  
**Award Amount:** \$405,763.00  
**Awarding Agency:** Florida Department of Transportation  
**Award is for R&D:** No  
**Indirect Cost Rate:** N/A

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards  
<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

Title 23 – Highways, United States Code  
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code  
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)  
<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Highway Administration – Florida Division  
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
<https://www.fsr.gov/>

**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS**  
**Florida Department of Financial Services, Reference Guide for State Expenditures**  
***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

**EXHIBIT G**

**FHWA FORM 1273  
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE  
WITH FHWA 1273.**

The FHWA-1273 version dated October 23, 2023 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:

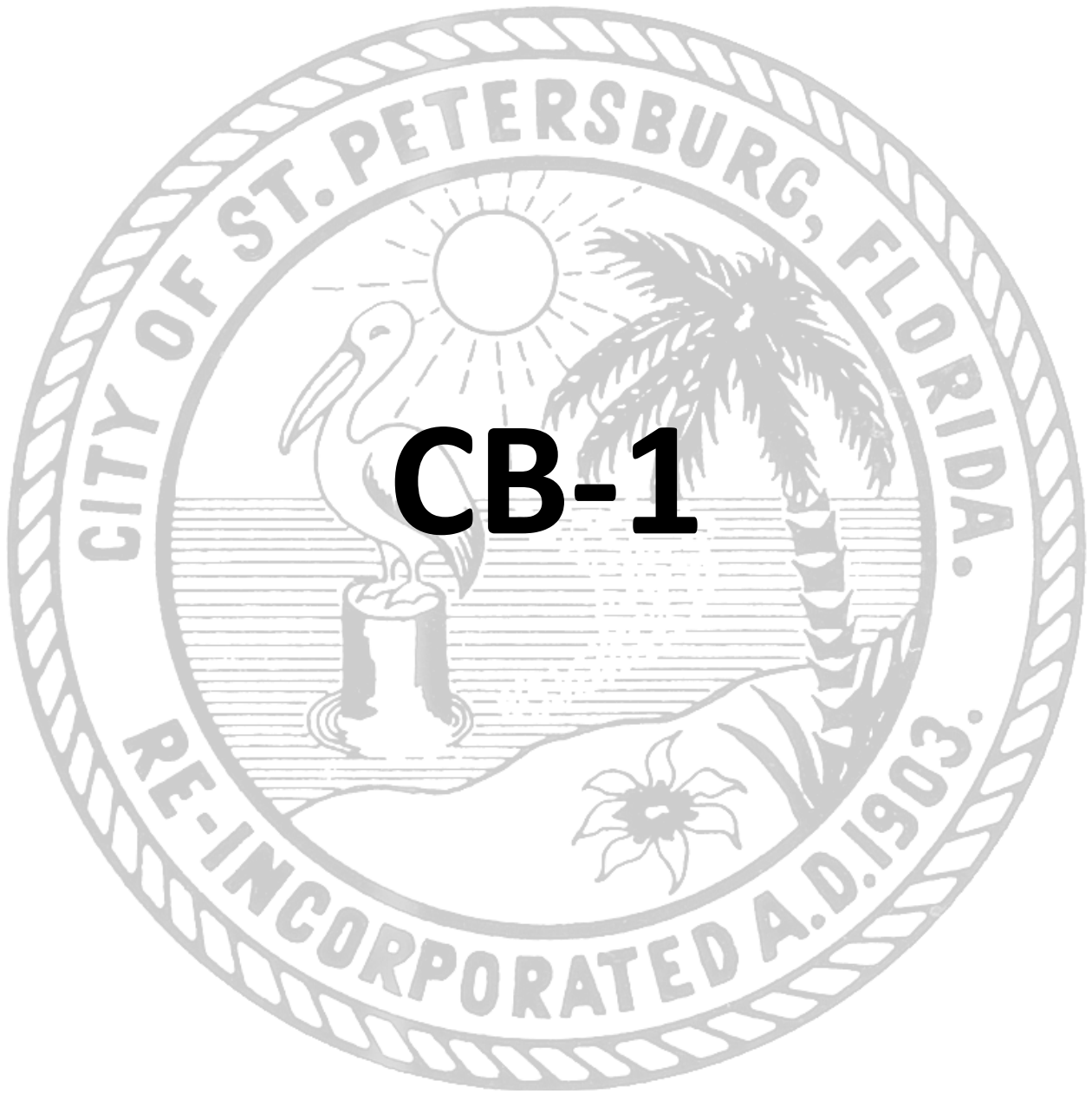
<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.





The following page(s) contain the backup material for Agenda Item: Approving the purchase of component parts and the installation of the components from Johnson Controls, Inc. (JCI) for the Real Estate Department, at a total cost of \$332,675.33.  
Please scroll down to view the backup material.



**CB-1**

**ST. PETERSBURG CITY COUNCIL  
Consent Agenda  
Meeting of December 5, 2024**

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

**Subject:** Approving the purchase of component parts and the installation of the components from Johnson Controls, Inc. (JCI) for the Real Estate Department, at a total cost of \$332,675.33.

**Explanation:** The vendor will provide all labor, material, and equipment to install and replace obsolete parts with a new system that is only available through JCI. The vendor will also update the controlling portion of the chillers that have exceeded life expectancy.

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

Johnson Controls, Inc. (Milwaukee, WI) ..... \$332,675.33

This purchase is being made in accordance with Section 2-196 (a)(1) of the Procurement Code, which allows for a sole source procurement to be used where the compatibility of equipment, accessories, or replacement parts is the paramount consideration. The Procurement Director has reviewed and determined the purchase of the Johnson Controls Inc. system shall be made as sole source.

**Cost/Funding/Assessment Information:** Funds have been previously appropriated in the General Capital Improvement Fund (3001) M.O.B. Repairs & Improvements FY24 Project (19833).

**Attachments:** Resolution

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AN AGREEMENT WITH JOHNSON CONTROLS, INC., FOR THE PURCHASE, INSTALLATION, AND RELATED SERVICES OF COMPONENTS FOR THE REAL ESTATE DEPARTMENT; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED \$332,675.33; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Administration desires Council to approve an agreement with Johnson Controls, Inc., a sole source supplier, for the purchase, installation and related services for components for the Real Estate Department for a total contract amount not to exceed \$332,675.33 (the "Purchase");

WHEREAS, the procurement of the Purchase is in accordance with Section 2-196 (a)(1) of the City Code which allows for a sole source procurement to be used where the compatibility of equipment, accessories, or replacement parts is the paramount consideration; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that an agreement with Johnson Controls, Inc., for the purchase, installation, and related services for components for the Real Estate Department is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount for the above referenced agreement shall not exceed \$332,675.33.

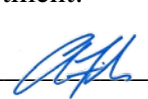
BE IT FURTHER RESOLVED that the Mayor or his designee is hereby authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

Legal:

  
\_\_\_\_\_  
00778535

Department:

  
\_\_\_\_\_



## Approvals - gcc

Report • Printed on November 12, 2024

Approved

### 031-13; Chiller control panel, MSC

Please see attached consent item for approvals.

#### ▼ Attachments



031-13 Chiller control panel, M

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

#### ▼ Final status: Approved



Step 3: Approved by

Claude Tankersley

11/12/2024 12:26:36 PM



Step 2: Approved by

Aaron M. Fisch

11/12/2024 12:10:15 PM



Step 1: Approved by

Kaitlyn S. Berger

11/12/2024 10:10:06 AM

Approved with changes to the cost/funding language



Requested by

Tanner H. Green

11/8/2024 3:27:01 PM



## Approvals - gcc

Report • Printed on November 12, 2024

Approved

### 031-13; Chiller control panel, MSC

Has been approved by budget and Aaron. This was sent to Clause by Mistake.

#### ▼ Attachments



Reroute.log

<https://stpete1-my.sharepoint.com/:u:/q/personal>



031-13; Chiller control panel, MSC

<https://stpete1.sharepoint.com/:f/s/Team-TS-P>

#### ▼ Final status: Approved



Approved by  
James A. Corbett

11/12/2024 12:58:50 PM

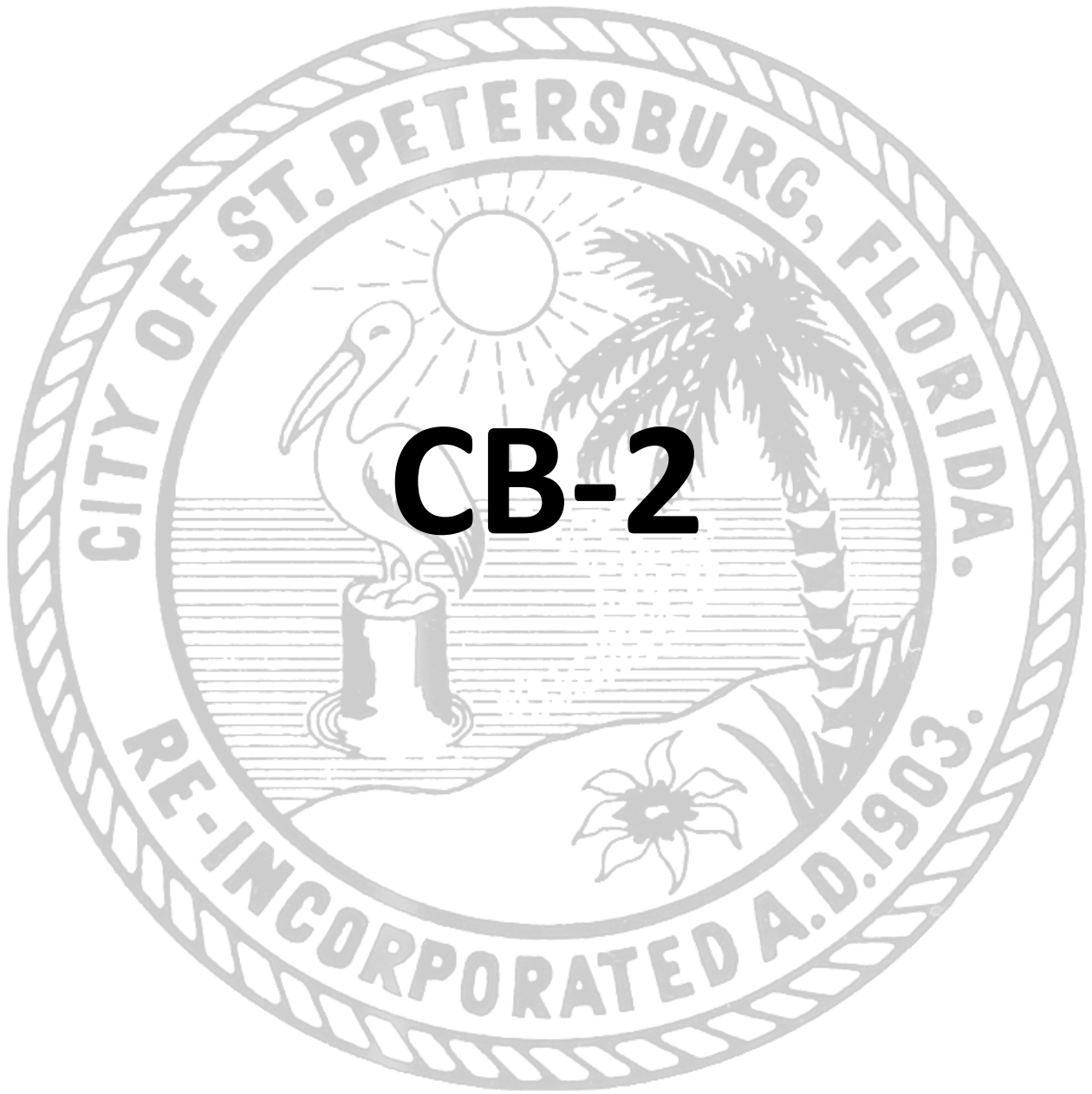


Requested by  
Tanner H. Green

11/12/2024 12:22:39 PM

The following page(s) contain the backup material for Agenda Item: Approving the renewal of a blanket purchase agreement with Design Lab, Inc., for the Police and Fire Rescue Departments, in the amount of \$250,000.

Please scroll down to view the backup material.



**CB-2**



**ST. PETERSBURG CITY COUNCIL**  
**Consent Agenda**  
**Meeting of December 5, 2024**

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

**Subject:** Approving the renewal of a blanket purchase agreement with Design Lab, Inc., for the Police and Fire Rescue Departments, in the amount of \$250,000.

**Explanation:** The vendor furnishes and delivers police and fire uniforms, including short and long sleeve shirts, pants, dress caps, baseball caps, jackets, polo shirts, carrier vests, ties, jumpsuits, shorts and related items. The vendor also provides finishing, including alterations, embroidery, screen printing and application of patches. These items will be stocked and distributed by the Consolidated Warehouse and the Police Department.

The Procurement and Supply Management Department, in cooperation with the Police and Fire Rescue Departments recommends for renewal:

Design Lab, Inc. (Orlando, FL) .....\$250,000

The original agreement was approved on December 9, 2021 and the total spend to date is \$586,279. The vendor has agreed to renew under the same terms and conditions with an allowable price adjustment. Administration recommends renewal of the agreement based on the vendor's past satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreement. The renewal will be effective from the date of approval through December 31, 2026, with no renewal options remaining.

**Cost/Funding/Assessment Information:** Funds have been previously appropriated in the General Fund (0001), Police Department, Uniform Services Administration Division (140-1461), General Fund (0001), Fire Rescue Department, Fire Suppression Division (150-1497), and the Emergency Medical Services Fund (1009), Fire Rescue Department, EMS Division (150-1513). Funding for future years will be included in the City's annual operating budget subject to approval by City Council.

**Attachments:** Resolution

RESOLUTION NO. \_\_\_\_

A RESOLUTION APPROVING THE TWO-YEAR RENEWAL OPTION TO THE AGREEMENT WITH DESIGN LAB, INC. FOR POLICE AND FIRE UNIFORMS AND AN INCREASE IN THE ALLOCATION TO THE AGREEMENT IN THE AMOUNT OF \$250,000 FOR THE RENEWAL TERM THROUGH DECEMBER 31, 2026; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 9, 2021, the City Council approved a three-year agreement with a two-year renewal option with Design Lab, Inc. for police and fire uniforms at a total contract amount of \$472,824 for the initial term through December 8, 2024 (“Agreement”); and

WHEREAS, the City desires to exercise the two-year renewal option to the Agreement to extend the term through December 31, 2026 and to increase the allocation for the Agreement by an amount of \$250,000 for the renewal term; and

WHEREAS, Design Lab, Inc. has agreed to renew under the same terms and conditions; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Police and Fire Rescue Departments, recommends approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the two-year renewal option to the Agreement with Design Lab, Inc. for police and fire uniforms to extend the term through December 31, 2026 and an increase in the allocation for the Agreement by an amount of \$250,000 for the renewal term are 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:



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DEPARTMENT:



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## Approvals - gcc

Report • Printed on November 8, 2024

Approved

# Consent Approval 200-85 Police Fire Uniforms (CW) December 5, 2024 (AEW)

Hi,

Attached is the folder for a consent agenda approval for a two-year renewal of Police Fire Uniforms in the amount of \$250,000. Please review and approve. If you have any questions, please let me know!

Thank you!

If you have any

### ▼ Attachments

**Consent Folder**

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

### ▼ Final status: Approved

DG

Step 4: Approved by

David J. Gerardo

11/8/2024 2:36:21 PM

MM

Step 3: Approved by

Megan C. McGee

11/8/2024 2:24:26 PM

SP

Step 2: Approved by

Steven F. Poceous

11/6/2024 12:05:26 PM

MW

Step 1: Approved by

Margaret B. Wahl

11/6/2024 11:37:05 AM

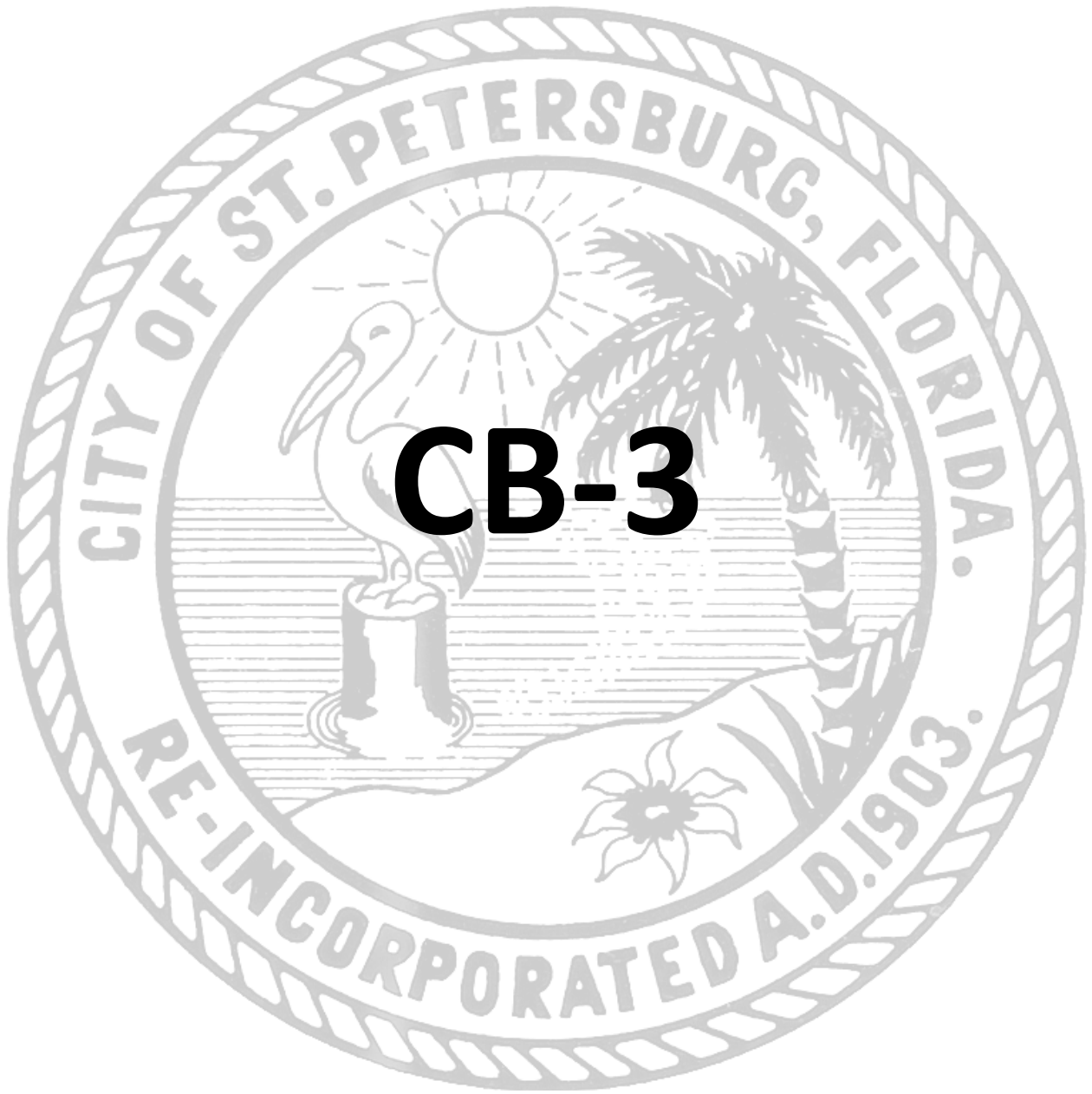
AW

Requested by

Adam E. Williams

11/6/2024 11:36:10 AM

The following page(s) contain the backup material for Agenda Item: Approving an increase in allocation for various types of oils and lubricants with Palmdale Oil Company, Inc., for the Fleet Management Department in the amount of \$130,000.  
Please scroll down to view the backup material.



**CB-3**

**ST. PETERSBURG CITY COUNCIL  
Consent Agenda  
Meeting of December 5, 2024**

**To: The Honorable Brandi Gabbard, Chair, and Members of City Council**

**Subject:** Approving an increase in allocation for various types of oils and lubricants with Palmdale Oil Company, Inc., for the Fleet Management Department in the amount of \$130,000.

**Explanation:** The vendor furnishes and delivers motor, gear, and hydraulic oils, as well as lubricants and greases for the maintenance and repairs of city vehicles, pumps, equipment, and machinery. The primary users are the Fleet Management, Water Resources and Golf Courses departments. An allocation increase is needed due to inflation rates exceeding the forecasted amount.

The Procurement and Supply Management Department, in cooperation with the Fleet Management Department requests an allocation increase:

Palmdale Oil Company, Inc (Ft. Pierce, FL) .....\$130,000

The original agreement was executed on August 1, 2020, in the amount of \$375,000. An allocation increase, in the amount of \$100,000 was approved on October 20, 2022. An administrative increase in the amount of \$25,000 was approved on May 5, 2023. The agreement was renewed on June 1, 2023, for one, two-year renewal term in the amount of \$350,000. The total spend for this contract to date is \$850,000.

**Cost/Funding/Assessment Information:** Funds have been previously appropriated in the Fleet Management Operating Fund (5001), Fleet Management Department (800), Various Divisions, Golf Course Operating Fund (4061), Golf Courses Department (630), Various Divisions, and the Water Resources Operating Fund (4001), Water Resources Department (420), Various Divisions.

**Attachments:** Resolution

RESOLUTION NO. \_\_\_\_

A RESOLUTION APPROVING AN INCREASE IN THE AMOUNT OF \$130,000 TO THE ALLOCATION FOR THE AGREEMENT WITH PALMDALE OIL COMPANY, INC. FOR VARIOUS TYPES OF OILS AND LUBRICANTS FOR THE FLEET MANAGEMENT DEPARTMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 1, 2020, the City entered into a one-year agreement with a two-year renewal option with Palmdale Oil Company, Inc. for various types of oils and lubricants for the Fleet Management Department at a total contract amount of \$375,000 (“Agreement”); and

WHEREAS, on October 20, 2022, the City Council approved an increase in the allocation to the Agreement in the amount of \$100,000; and

WHEREAS, on May 5, 2023, City Administration approved an administrative increase in the allocation to the Agreement in the amount of \$25,000; and

WHEREAS, an additional allocation increase to the Agreement in the amount of \$130,000 is needed due to inflation rates exceeding the forecasted amount; 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 an increase in the amount of \$130,000 to the allocation for the agreement with Palmdale Oil Company, Inc. for various types of oils and lubricants for the Fleet Management Department is hereby approved.

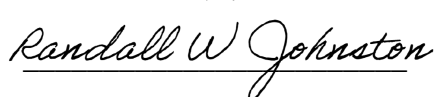
BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

  
\_\_\_\_\_

DEPARTMENT:

  
\_\_\_\_\_



## Approvals - gcc

Report • Printed on November 12, 2024

Approved

# 405-73 Oils and Lubricants 12.5.2024

Please see attached consent item for approvals.

### ▼ Attachments



405-73 Oils and Lubricants 12.!

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

### ▼ Final status: Approved



Step 4: Approved by

Claude Tankersley

11/12/2024 1:09:13 PM



Step 3: Approved by

Randall Johnston

11/12/2024 12:40:11 PM



Step 2: Approved by

Steven F. Poceous

11/7/2024 2:36:36 PM



Step 1: Approved by

Margaret B. Wahl

11/7/2024 2:34:39 PM



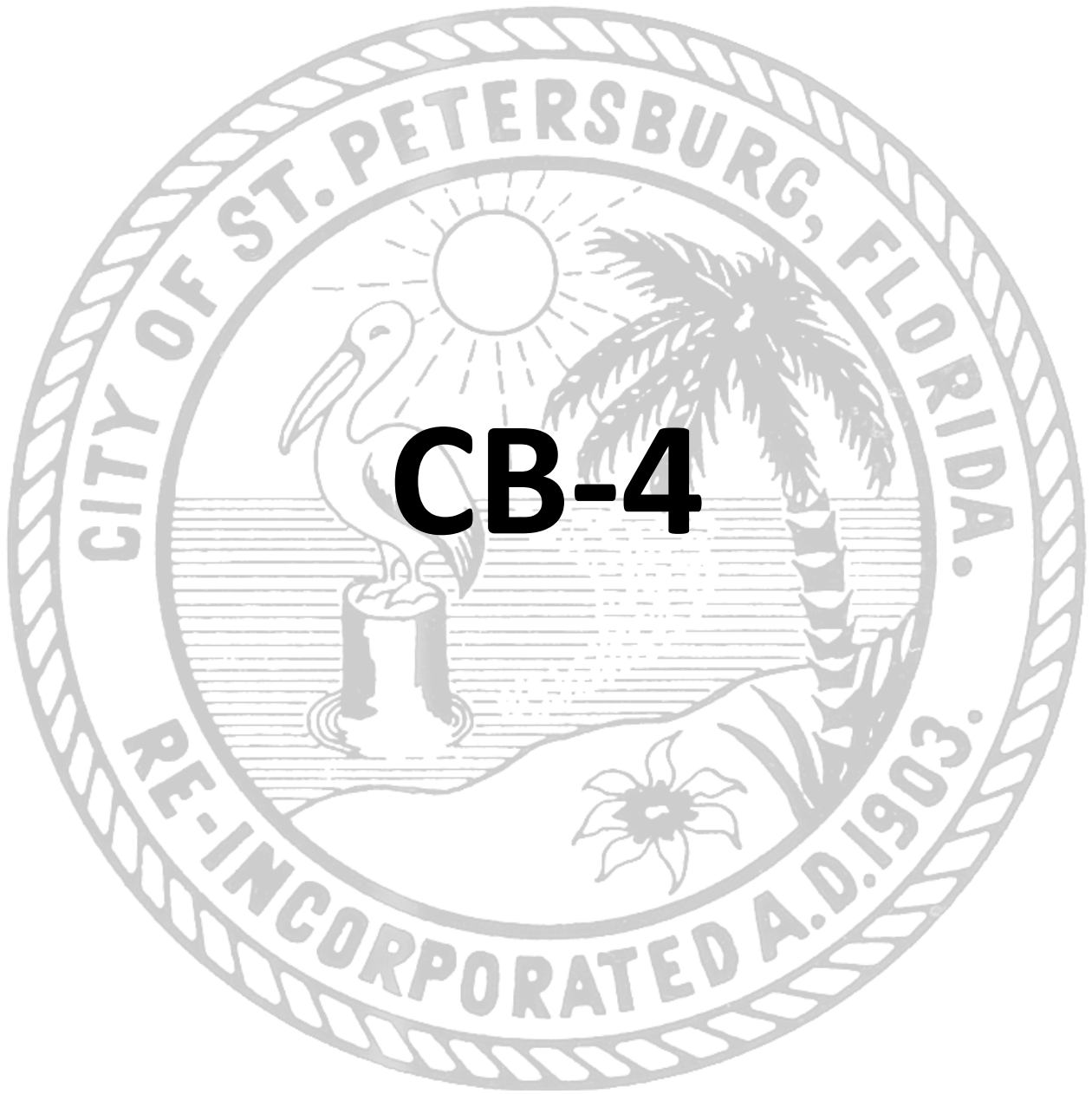
Requested by

Tanner H. Green

11/7/2024 2:27:39 PM



The following page(s) contain the backup material for Agenda Item: Accepting Statements of Qualifications from Alfka LLC, Alta Planning + Design, Inc., Fehr & Peers Corporation, HNTB Corporation, Kittelson & Associates, Inc., and Pennoni Associates Inc. for Multimodal Transportation Studies, Evaluations, and Projects for the Engineering and Capital Improvements Department.  
Please scroll down to view the backup material.



**CB-4**

**ST. PETERSBURG CITY COUNCIL**  
**Consent Agenda**  
**Meeting of December 5, 2024**

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

**Subject:** Accepting Statements of Qualifications from Alfka LLC, Alta Planning + Design, Inc., Fehr & Peers Corporation, HNTB Corporation, Kittelson & Associates, Inc., and Pennoni Associates Inc. for Multimodal Transportation Studies, Evaluations, and Projects for the Engineering and Capital Improvements Department.

**Explanation:** On July 15, 2024, the City issued a Request for Qualifications, RFQ-24-198, for Multimodal Transportation Studies, Evaluations, and Projects. On August 15, 2024, the City received twelve Statements of Qualifications (SOQs) from the following firms:

1. Alfka LLC
2. Alta Planning + Design, Inc.
3. American Structurepoint, Inc.
4. Fehr & Peers Corporation
5. HNTB Corporation
6. Kimley-Horn and Associates, Inc.
7. Kittelson & Associates, Inc.
8. Patel, Greene and Associates, LLC
9. Pennoni Associates Inc.
10. Pond & Company
11. Rummel, Klepper & Kahl, LLP
12. WSP USA Inc.

Evaluations of the proposals were conducted by the following staff:

Evan Birk, Engineering Design Manager  
Michael Gebler, Senior Capital Projects Coordinator  
Alaina Grundy, Bicycle Pedestrian Coordinator  
David Hegarty, Neighborhood Transportation Coordinator  
Brejesh Prayman, Engineering Director

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

Team background and Key Staff Availability  
Experience and Relevant Project Examples  
Project Approach  
Is the firm an SBE/WBE/MBE/DBE  
Does the Project Team include SBE/WBE/MBE/DBE

On August 29, 2024, the SOQs were evaluated solely on the evaluation criteria established in the RFQ. The evaluation committee discussed each firm's qualifications and decided on a shortlist. The shortlisted firms were as follows:

1. Alfka LLC
2. Alta Planning + Design, Inc.

3. Fehr & Peers Corporation
4. HNTB Corporation
5. Kittelson & Associates, Inc.
6. Pennoni Associates, Inc.

On September 16, 2024, the six firms were invited to make oral presentations before the evaluation committee. The firms were scored, and all six firms were recommended for award.

The six firms have met the qualifications of RFQ 24-198, dated July 15, 2024. The firms will be entering into an A/E agreement for one (1) year with three (3) successive one (1) year periods, and a contract purchase agreement will be issued to each firm and will be binding only for actual services rendered.

**Cost/Funding/Assessment Information:** Funds have been previously appropriated in projects and programs, and user agencies, or will be appropriated at the time a task order is approved by City Council.

**Attachments:** Technical Evaluation (1 page)  
Resolution

**Technical Evaluation**  
**RFQ-24-198: Multimodal Transportation Studies, Evaluations, and Projects**

**Evaluated Firms**

1. Alfka LLC
2. Alta Planning + Design, Inc.
3. American Structurepoint, Inc.
4. Fehr & Peers Corporation
5. HNTB Corporation
6. Kimley-Horn and Associates, Inc.
7. Kittelson & Associates, Inc.
8. Patel, Greene and Associates, LLC
9. Pennoni Associates, Inc.
10. Pond & Company
11. Rummel, Klepper & Kahl, LLP
12. WSP USA, Inc.

**Evaluation Criteria**

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

Team Background and Key Staff Availability	30 possible points
Experience and Relevant Project Examples	25 possible points
Project Approach	20 possible points
Is the firm an SBE/WBE/MBE/DBE	12 possible points
Does the Project Term include an SBE/WBE/MBE/DBE	8 possible points

**Tabulation of Scores**

The evaluation committee scored the firms based on a possible total score of 95 were as follows:

<b>Company</b>	<b>Score</b>	<b>Rank</b>
Kittelson & Associates, Inc.	64.90	1
Fehr & Peers Corporation	63.90	2
HNTB Corporation	63.80	3
Pennoni Associates, Inc.	60.90	4
Alta Planning + Design, Inc.	60	5
Alfka LLC	59.10	6
Pond & Company	58.40	7
WSP USA Inc.	56.40	8
Patel, Greene and Associates, LLC	55.30	9
Kimley-Horn and Associates, Inc.	54.60	10

American Structurepoint, Inc.	50.30	11
Rummel, Klepper and Kahl, LLC	48.10	12

The top six firms were invited back to make presentations and provide insights on their understanding of the projects. The evaluation committee scored the shortlisted firms, considering their SOQ as well as their interviews. The final aggregate scores of submittals and presentations as follows:

<b>Company</b>	<b>Score</b>	<b>Rank</b>
HNTB Corporation	67.70	1
Fehr & Peers Corporation	64.90	2
Kittelson & Associates, Inc.	63.60	3
Alfka LLC	62.90	4
Alta Planning + Design, Inc.	61.20	5
Pennoni Associates, Inc.	58.70	6

All six firms have met the requirements for RFQ-24-198 and were determined to be the most qualified firms, taking into consideration their experience of providing these services and the evaluation criteria set forth in the RFQ.

RESOLUTION NO. 2024-\_\_\_\_\_

A RESOLUTION ACKNOWLEDGING THE SELECTION OF 1) ALFKA LLC, 2) ALTA PLANNING + DESIGN, INC., 3) FEHR & PEERS CORPORATION, 4) HNTB CORPORATION, 5) KITTELSON & ASSOCIATES, INC., AND 6) PENNONI ASSOCIATES INC. AS THE MOST QUALIFIED FIRMS TO PROVIDE MISCELLANEOUS PROFESSIONAL SERVICES FOR MULTIMODAL TRANSPORTATION STUDIES, EVALUATIONS, AND PROJECTS; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CITY'S STANDARD FORM ARCHITECT/ENGINEERING AGREEMENTS FOR CONTINUING MISCELLANEOUS PROFESSIONAL SERVICES WITH SUCH SELECTED FIRMS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 15, 2024, the Procurement & Supply Management Department issued a request for qualifications ("RFQ") No. 24-198 in accordance with the requirements set forth in Florida Statute §287.055 (the Consultant's Competitive Negotiation Act) to engage the most qualified firm(s) to provide miscellaneous professional services for Multimodal Transportation Studies, Evaluations, and Projects; and

WHEREAS, on August 15, 2024, the Procurement & Supply Management Department received twelve (12) statement of qualifications in response to the RFQ; and

WHEREAS, on August 29, 2024, the selection committee met to discuss the statement of qualifications, shortlisted to six (6) firms, and motioned to hear presentations and conduct interviews with the six (6) shortlisted firms; and

WHEREAS, the six (6) shortlisted firms were Alfka LLC, Alta Planning + Design, Inc., Fehr & Peers Corporation, HNTB Corporation, Kittelson & Associates, Inc., and Pennoni Associates, Inc.; and

WHEREAS, on September 16, 2024, the six (6) shortlisted firms made presentations to the selection committee and interviews were conducted; and

WHEREAS, based on the presentations, interviews, deliberations, and statement of qualifications submitted by the six (6) shortlisted firms, the selection committee met on September 16, 2024 and ranked all six (6) shortlisted firms as the most qualified firms to provide miscellaneous professional services for Multimodal Transportation Studies, Evaluation, and Projects; and

WHEREAS, the firms are required to execute the City's form architect/engineering agreements for continuing miscellaneous professional services ("A/E Agreements"); and

WHEREAS, the firms have agreed to the terms and conditions set forth in the A/E Agreements; and


WHEREAS, from time to time the City issues task orders to a qualified firm in order for the firm to provide professional services in accordance with the applicable A/E Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the selection of 1) Alfka LLC, 2) Alta Planning + Design, Inc., 3) Fehr & Peers Corporation, 4) HNTB Corporation, 5) Kittelson & Associates, Inc., and 6) Pennoni Associates, Inc. as the most qualified firms to provide miscellaneous professional services for Multimodal Transportation Studies, Evaluation, and Projects is hereby acknowledged.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the City's form architect/engineering agreements for continuing miscellaneous professional services with such selected firms.

This resolution shall become effective immediately upon its adoption.

LEGAL:

  
00777588

DEPARTMENT:

  
\_\_\_\_\_





## Approvals - gcc

Report • Printed on November 7, 2024

Approved

# Consent Item: Multimodal Transportation Studies, Evaluations and Projects

Please see attached consent item for approvals.

### ▼ Attachments

**Consent Item**

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

### ▼ Final status: Approved



Step 3: 1 of 2 recipients approved >

Claude Tankersley, Sarah B. Johnson



Step 2: Approved by

Brejesh Prayman

11/7/2024 11:39:54 AM



Step 1: Approved by

Margaret B. Wahl

11/6/2024 11:06:45 AM



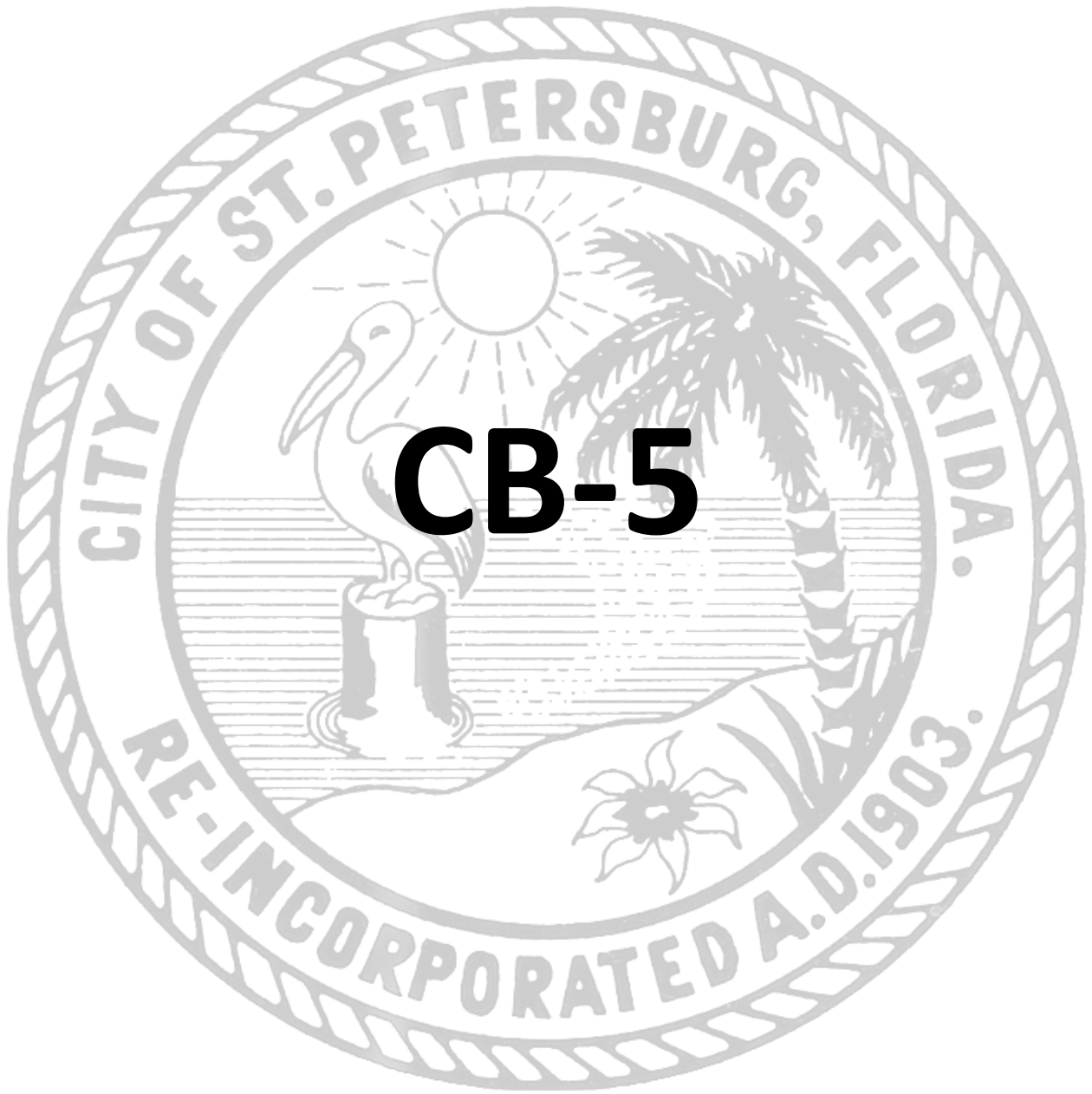
Requested by

Gabriella DiPiazza

11/6/2024 10:57:50 AM

The following page(s) contain the backup material for Agenda Item: Approving award of a contract to Chandler Asset Management, Inc. for investment advisory services for the Finance Department in the amount of \$162,000.

Please scroll down to view the backup material.



**CB-5**

**ST. PETERSBURG CITY COUNCIL  
Consent Agenda  
Meeting of December 5, 2024**

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

**Subject:** Approving award of a contract to Chandler Asset Management, Inc. for investment advisory services for the Finance Department in the amount of \$162,000.

**Explanation:** The Procurement and Supply Management Department issued RFP 24-296 on September 23, 2024. The proposals were opened on October 22, 2024. The Procurement & Supply Management Department received three proposals for Investment advisory services.

The three proposals were received from:

#	Offerors	Amount
1	Chandler Asset Management, Inc.	\$162,000
2	Graystone Consulting	\$675,000
3	PFM Asset Management LLC	\$1,530,000

Evaluations of the proposals were conducted by the following staff:

Brian Grodotzke, Financial Operations Manager  
Thomas Hoffman, Treasurer  
Aubrey Phillips, Strategic Grants and Infrastructure Implementation Manager

The proposals were evaluated based on the following weighted criteria:

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

The vendor will provide investment advisory services (“Advisor”) for the City’s short-term and medium–term investment portfolios. The vendor will act in a fiduciary capacity for the City and present performance numbers in accordance with the Association for Investment Management Research “AIMR” (CFA Institute). The vendor will recommend investment management, procedural changes, investment selection, and disposition in accordance with the laws of the State of Florida and the investment policies and procedures established by the city of St. Petersburg.

The Procurement and Supply Management Department, in cooperation with the Finance Department, recommends an award to:

Chandler Asset Management, Inc. (San Diego, CA) ..... \$162,000  
(Three-years @ 54,000 per year)

Chandler Asset Management, Inc has met the requirements of RFP No. 24-296, dated September 23, 2024. A blanket purchase agreement will be issued for the initial term on the date of execution for three-years with one two-year renewal and will be binding only for actual services rendered.

**Cost/Funding/Assessment Information:** Funding has been previously appropriated in the General Fund (0001), Finance Department, General Accounting Division (320-1913). Funding for future years will be included in the City's annual operating budget subject to approval by City Council.

**Attachments:** Technical Evaluation  
Resolution

**Technical Evaluation**  
**RFP – 24 – 296 Investment advisory services**

**Evaluated Firms**

1. Chandler Asset Management, Inc.
2. Graystone Consulting
3. PFM Asset Management LLC

**Evaluation Criteria**

Experience of the firm	25 Points
Qualifications and technical competence	25 Points
Capacity to accomplish the work	15 Points
Past performance on similar contracts	10 Points
Cost or price	10 Points
City of St. Petersburg Small Business Enterprise (SBE)	5 Points
City of St. Petersburg Minority Business Enterprise (MBE)	5 Points
City of St. Petersburg Women Business Enterprise (WBE)	5 Points

**Tabulation of Scores**

The evaluation committee scored the firms and the aggregate scores for the four firms based on a possible total of one hundred (100) points were as follows:

<b>Vendor</b>	<b>Score</b>	<b>Rank</b>
Chandler Asset Management, Inc.	82.67	1
PFM Asset Management LLC	71.83	2
Greystone Consulting	70.23	3

Chandler Asset Management, Inc has met the requirements for RFP – 24 – 296 and were determined to be the most advantageous to the city, taking into consideration the evaluation criteria set forth in the RFP.

RESOLUTION NO. 2024-\_\_\_\_

A RESOLUTION ACCEPTING THE PROPOSAL AND APPROVING THE AWARD OF A THREE-YEAR AGREEMENT WITH A TWO-YEAR RENEWAL OPTION TO CHANDLER ASSET MANAGEMENT, INC. FOR INVESTMENT ADVISORY SERVICES FOR THE FINANCE DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$162,000 FOR THE INITIAL TERM; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department issued RFP 24-296 dated September 23, 2024 for investment advisory services for the Finance Department; and

WHEREAS, the Procurement & Supply Management Department received three (3) proposals in response to the RFP; and

WHEREAS, the proposals were evaluated based on the criteria set forth in the RFP and the evaluation committee determined that it's in the City's best interest to enter into an agreement with Chandler Asset Management, Inc. to provide investment advisory services for the Finance Department; and

WHEREAS, Chandler Asset Management, Inc. has met the requirements of RFP 24-296; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the proposal is accepted and the award of a three-year agreement with a two-year renewal option to Chandler Asset Management, Inc. for investment advisory services for the Finance Department in an amount not to exceed \$162,000 for the initial term is hereby approved.

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

This resolution shall become effective immediately upon its adoption.

LEGAL:

  
\_\_\_\_\_  
00778124

DEPARTMENT:

  
\_\_\_\_\_



## Approvals - gcc

Report • Printed on November 12, 2024

Approved

# 946-56 Investment Management Services December 5, 2024

Please see attached Consent write up and Tech Eval.

### ▼ Attachments



946-56 Investment Managememe

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

### ▼ Final status: Approved

TG

Step 4: Approved by

Tom Greene

11/9/2024 7:49:05 AM

EL

Step 3: Approved by

Erika Langhans

11/8/2024 8:37:35 AM

SP

Step 2: Approved by

Steven F. Poceous

11/8/2024 8:13:30 AM

PP

Step 1: Approved by

Patricia Pena

11/7/2024 4:59:26 PM

CK

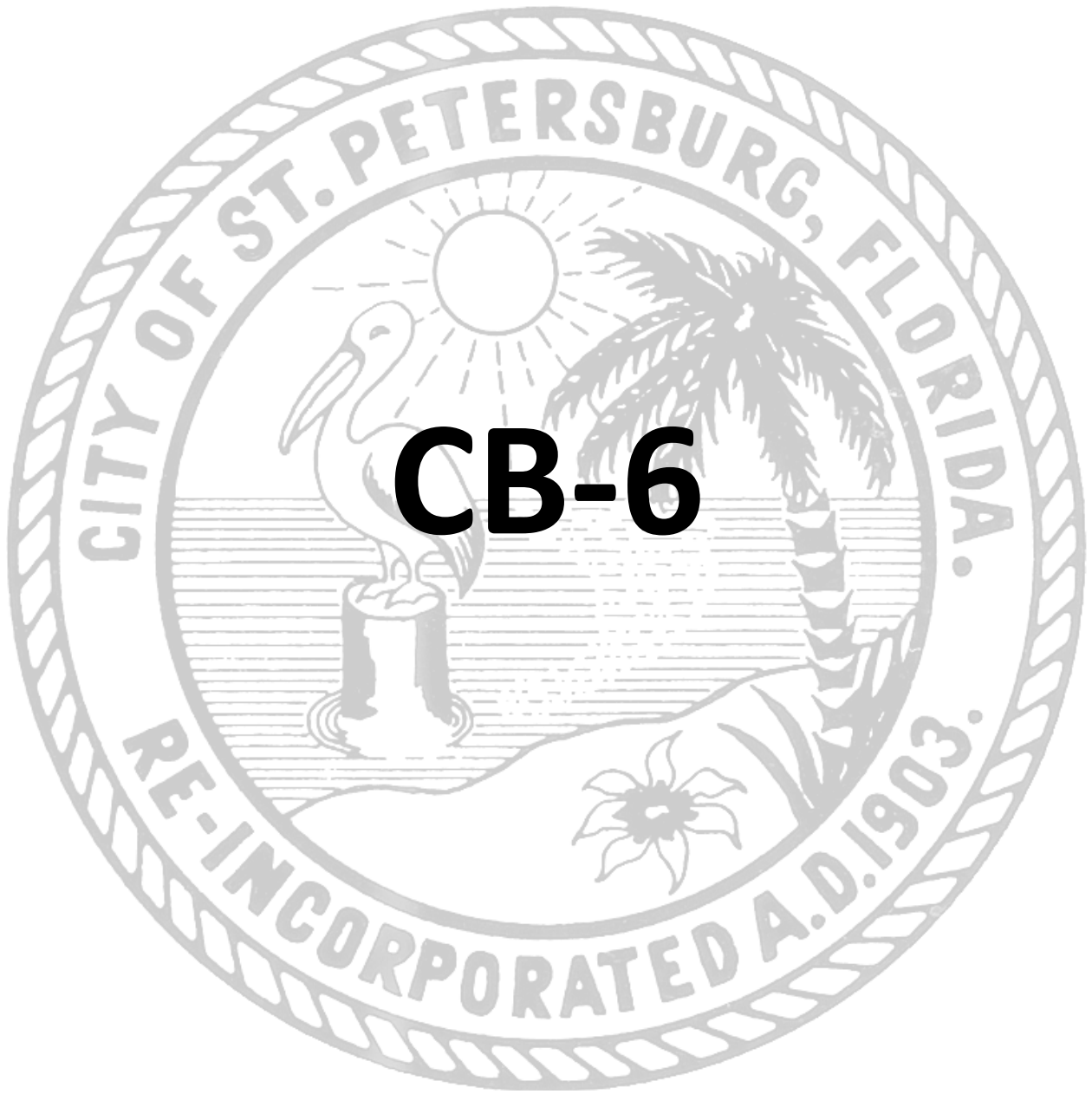
Requested by

Cortni L. Kertesz

11/7/2024 4:44:36 PM



The following page(s) contain the backup material for Agenda Item: Approving award of a contract to Ajax Building Company, LLC. ("Ajax"), for Construction Manager at Risk ("CMAR"), for preconstruction and construction management services for the Southwest, Northwest, and Northeast Reclamation Operations and Maintenance Buildings, in an amount not to exceed \$276,963.54 for preconstruction services. (ECID Project No. 21047-111; Oracle Project No. 16944)  
Please scroll down to view the backup material.



**CB-6**

**ST. PETERSBURG CITY COUNCIL**  
**Consent Agenda**  
**Meeting of December 5, 2024**

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

**Subject:** Approving award of a contract to Ajax Building Company, LLC. ("Ajax"), for Construction Manager at Risk ("CMAR"), for preconstruction and construction management services for the Southwest, Northwest, and Northeast Reclamation Operations and Maintenance Buildings, in an amount not to exceed \$276,963.54 for preconstruction services. (ECID Project No. 21047-111; Oracle Project No. 16944)

**Explanation:** The Procurement & Supply Management Department issued RFQ-24-185 for CMAR, SW, NW, and NE Water Reclamation Facility Operations and Maintenance Buildings on Monday, June 10, 2024. On July 11, 2024, the City received four Statements of Qualifications (SOQs) from the following firms:

1. Ajax Building Company, LLC
2. Biltmore Construction Co., Inc.
3. Foresight Construction Group, Inc.
4. Hennessy Construction Services, Corp.

Evaluations of the SOQs were conducted by the following staff:

Raul Quintana, Engineering City Architect  
Ivy Drexler, Senior Water Resources Manager  
Chad Witbracht, Senior Capital Projects Coordinator  
Frank Niles, Water Reclamation Facilities Manager  
James Jackson, Senior Capital Projects Coordinator

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

- Team Background and Key Staff Availability
- Experience and Relevant Project Examples
- Project Approach
- Is the firm an DBE/MBE/SBE/WBE
- Does the firm's Outreach Plan provide sufficient details for building a diverse project team to include DBE, MBE, SBE, and WBE?

On July 23, 2024, the SOQs were evaluated solely on the evaluation criteria established in the RFQ. The evaluation committee discussed each firm's qualifications and decided to shortlist all four firms.

On August 5, 2024, the shortlisted firms were invited to make oral presentations before the evaluation committee. The firms were scored, and Ajax Building Company, LLC, the highest ranked firm, was recommended for award.

Ajax Building Company, LLC's, primary purpose on this Project will be to provide CMAR services for the construction of three Water Resource Operations and Maintenance Buildings, which includes the Southwest Operations and Maintenance Building as well as future facilities on the

Northeast water reclamation facility on 62<sup>nd</sup> Avenue North as well as the Northwest water reclamation facility on 25<sup>th</sup> Avenue north.

The City and Ajax will enter into a construction manager at risk agreement with a guaranteed maximum price ("CMAR Agreement"). Ajax will provide preconstruction phase services and construction phase services in accordance with the terms and conditions set forth in the CMAR Agreement. Ajax shall provide a guaranteed maximum price (GMP) proposal, which shall become a part of the CMAR Agreement via a Guaranteed Maximum Price Amendment, for the construction of the Southwest, Northwest, and Northeast Reclamation Operations and Maintenance Buildings within the City's construction cost budget. Ajax shall also comply with the City's local hiring ordinance provisions.

Preconstruction services begin with Ajax working closely with Harvard Jolly, Inc. ("A/E") to develop a cost plan. Further, Ajax will provide preconstruction services that includes but are not limited to refinement of cost estimates during the design phases, constructability reviews, value engineering, project scheduling and procurement coordination. At the conclusion of the Preconstruction Phase, the Construction Manager shall provide a GMP proposal to the City that shall not exceed the City's construction cost budget. The Preconstruction Phase fees are as follows:

Total Preconstruction Phase Fee.....\$276,963.54

The Construction Phase shall commence upon City Council's approval of a Guaranteed Maximum Price Amendment ("GMP Amendment") and the issuance of a Notice to Proceed. The GMP Amendment will include the Cost of the Work plus the Construction Manager's Fee. During the Construction Phase, the Construction Manager will assume the responsibility as the contractor and will proceed to construct the Southwest, Northwest, and Northeast Reclamation Operations and Maintenance Buildings. All construction work will be competitively bid out by Ajax in accordance with the terms and conditions set forth in the CMAR Agreement.

**Cost/Funding/Assessment Information:** Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003) WRF SW Operations & Lab Building Replacement Project (16944).

**Attachments:** Technical Evaluation (1 page)  
Resolution

**Technical Evaluation**  
**RFQ-24-185: CMAR, SW, NW, and NE WRF Operations and Maintenance Buildings**

**Shortlisted Firms**

1. Ajax Building Company, LLC
2. Biltmore Construction Co., Inc.
3. Foresight Construction Group, Inc.
4. Hennessy Construction Services, Corp.

**Evaluation Criteria**

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

Team Background and Key Staff Availability	30 possible points
Experience and Relevant Project Examples	25 possible points
Project Approach	20 possible points
Is the firm an SBE/WBE/MBE/DBE	8 possible points
Does the firm's Outreach plan provide sufficient detail for building a diverse project team to include SBE/WBE/MBE/DBE	12 possible points

**Offerors' Profiles**

**Ajax Building Company, LLC.** is headquartered in Midway, FL, and was founded in 1958. They have been in the present business for 66 years.

**Biltmore Construction Co., Inc.** is headquartered in Belleair, FL, and was founded in 1954. They have been in the present business for 70 years.

**Foresight Construction Group, Inc.** is headquartered in Gainesville, FL, and was founded in 2000. They have been in the present business for 23 years.

**Hennessy Construction Services Corp.** is headquartered in St. Petersburg, FL, and was founded in 1920. They have been in the present business for 104 years.

**Tabulation of Scores**

On August 5, 2024, the evaluation committee scored the shortlisted firms and the aggregate scores for the ten firms based on a possible total of 95 points were as follows:

<b>Company</b>	<b>Score</b>	<b>Rank</b>
Ajax Building Company, LLC	65.80	1
Biltmore Construction Co. Inc.	64.90	2
Foresight Construction Group, Inc.	62.24	3
Hennessy Construction Services Corp.	56.56	4

Ajax Building Company, LLC has met the requirements for RFQ-24-185 and was determined to be the most qualified firm, taking into consideration their experience of providing these services and the evaluation criteria set forth in the RFQ.

RESOLUTION NO. 2024-\_\_\_

A RESOLUTION ACKNOWLEDGING THE SELECTION OF AJAX BUILDING COMPANY, LLC (“AJAX”) AS THE MOST QUALIFIED FIRM TO PROVIDE PRECONSTRUCTION AND CONSTRUCTION PHASE SERVICES FOR OPERATIONS AND MAINTENANCE BUILDINGS AT THE SOUTHWEST, NORTHWEST, AND NORTHEAST WATER RECLAMATION FACILITIES (“PROJECT”); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A CONSTRUCTION MANAGER AT RISK AGREEMENT WITH A GUARANTEED MAXIMUM PRICE BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND AJAX; AUTHORIZING PAYMENT TO AJAX IN AN AMOUNT NOT TO EXCEED \$276,963.54 FOR PRECONSTRUCTION PHASE SERVICES FOR THE PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") through its Procurement and Supply Management Department issued Request for Qualifications ("RFQ") No. 24-185 dated June 10, 2024 for the Construction Manager at Risk for the Southwest, Northwest, and Northeast Water Reclamation Facilities Operations and Maintenance Buildings for the Engineering and Capital Improvements Department; and

WHEREAS, the City received four (4) statement of qualifications ("SOQs") in response to the RFQ; and

WHEREAS, the selection committee (Raul Quintana, Ivy Drexler, Chad Witbracht, Frank Niles, and James Jackson) met on July 23, 2024 to discuss the SOQs and motioned to shortlist all four (4) firms, hear presentations and conduct interviews on August 5, 2024; and

WHEREAS, based on the presentations, interviews, deliberations, and SOQs submitted by the four (4) firms, the selection committee met on August 5, 2024 and ranked Ajax as the most qualified firm to provide preconstruction and construction phase services for Operations and Maintenance Buildings at the Southwest, Northwest, and Northeast Water Reclamation Facilities (“Project”); and

WHEREAS, Administration recommends City Council acknowledge the selection of Ajax as the most qualified firm to provide preconstruction and construction phase services for the Project and authorize the Mayor or his designee to execute a construction manager at risk agreement with a guaranteed maximum price with Ajax.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the selection of Ajax Building Company, LLC (“Ajax”) as the most qualified firm to provide preconstruction and construction phase services for Operations and Maintenance Buildings at the Southwest, Northwest, and Northeast Water Reclamation Facilities (“Project”) is hereby acknowledged.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute a construction manager at risk agreement with a guaranteed maximum price between the City of St. Petersburg, Florida and Ajax.

BE IT FURTHER RESOLVED that payment to Ajax in an amount not to exceed \$276,963.54 for preconstruction phase services for the Project is hereby approved.

BE IT FURTHER RESOLVED that future construction phase services to be provided by Ajax for the Project are subject to City Council approval.

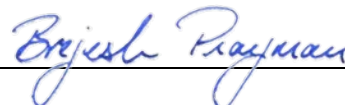
This resolution shall become effective immediately upon its adoption.

LEGAL:

  
\_\_\_\_\_

00777998

DEPARTMENT:

  
\_\_\_\_\_



## Approvals - gcc


Report • Printed on November 12, 2024

Approved

# Consent Item: 909-60 CMAR, SW, NW, and NE WRD Operations and Maintenance Buildings

Please see attached consent item for approvals.

### Attachments

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

### Final status: Approved



Step 3: 1 of 2 recipients approved >

Claude Tankersley, Sarah B. Johnson



Step 2: Approved by

Brejesh Prayman

11/8/2024 4:06:15 PM



Step 1: Approved by

Margaret B. Wahl

11/7/2024 2:15:38 PM



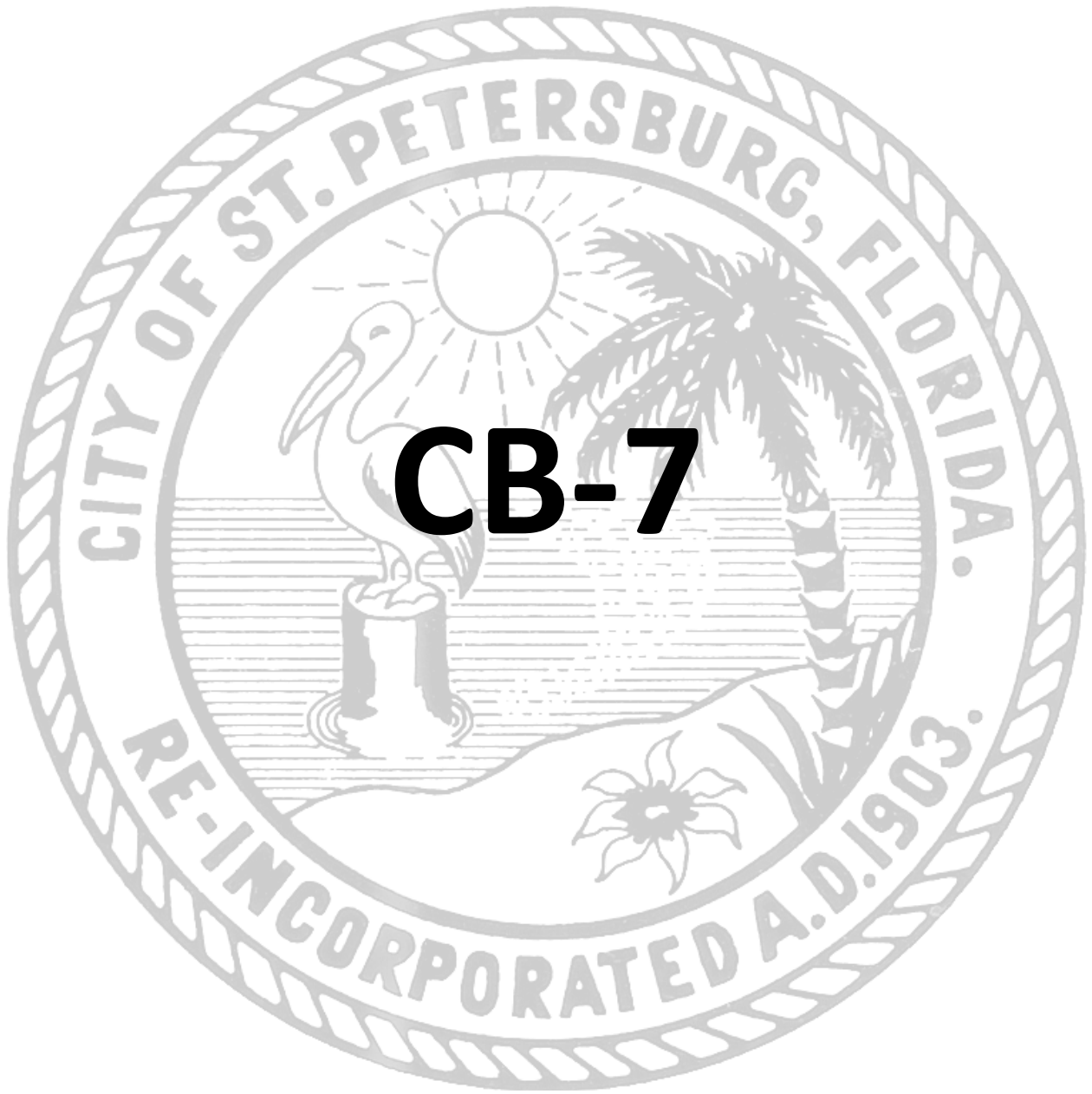
Requested by

Gabriella DiPiazza

11/7/2024 2:00:13 PM



The following page(s) contain the backup material for Agenda Item: Approving an increase in allocation for management services for after-school youth employment, and summer youth intern programs for the Economic and Workforce Development Department in the amount of \$400,000. Please scroll down to view the backup material.



**CB-7**

**ST. PETERSBURG CITY COUNCIL**  
**Consent Agenda**  
**Meeting of December 5, 2024**

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

**Subject:** Approving an increase in allocation for management services for after-school youth employment, and summer youth intern programs for the Economic and Workforce Development Department in the amount of \$400,000.

**Explanation:** The vendor will continue to provide diverse year-round youth employment opportunities where participants can develop vocational skills and earn an income. Through partner collaborations, the vendor will be able to provide, as needed, referrals and assistance in human service areas and career exploration opportunities.

The Procurement Department, in cooperation with the Economic and Workforce Development Department, recommends an allocation increase:

Boley Centers, Inc. (St. Petersburg, FL)..... \$400,000

On April 20, 2023, City Council approved an agreement for Youth and Young Adult Internship Programs with Boley Centers, Inc. through May 31, 2024, at an estimated annual cost of \$400,000. Upon the first renewal term, the spent amount on the contract was \$65,822.13. Since there was funding remaining, both parties agreed to renew under the same terms and more funds were not allocated. Since the renewal term began, an additional \$312,638.27 has been used for these services. The total current spend for this contract is \$378,460.40. An additional \$400,000 is requested to sustain these services through the current term due to increased usage.

**Cost/Funding/Assessment Information:** Funds have been previously appropriated in the General Fund (001), Economic & Workforce Development Department, Economic and Workforce Development Division (375.2609).

**Attachments:** Resolution

RESOLUTION NO. \_\_\_\_

A RESOLUTION APPROVING AN INCREASE IN THE AMOUNT OF \$400,000 TO THE ALLOCATION FOR THE AGREEMENT WITH BOLEY CENTERS, INC. FOR MANAGEMENT SERVICES FOR AFTER-SCHOOL YOUTH EMPLOYMENT, AND SUMMER YOUTH INTERN PROGRAMS; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 20, 2023, the City approved the award of a one-year agreement with four, one-year renewal options to Boley Centers, Inc. for management services for after-school youth employment and summer youth intern programs at an estimated annual cost of \$400,000 through May 31, 2024 (“Agreement”); and

WHEREAS, the City approved the first one-year renewal option to the agreement; and

WHEREAS, an increase in the amount of \$400,000 to the allocation for the Agreement is necessary due to increased usage; and

WHEREAS, the Procurement and Supply Management Department, in cooperation with the Economic and Workforce Development Department, recommends approval of this resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that an increase in the amount of \$400,000 to the allocation for the agreement with Boley Centers, Inc. for management services for after-school youth employment and summer youth intern programs 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:



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DEPARTMENT:



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## Approvals - gcc

Report • Printed on November 7, 2024

Approved

# Consent Item: Youth & Young Adult Internship Programs

Please see attached consent item for approvals.

### ▼ Attachments

**Consent Item**

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

### ▼ Final status: Approved



Step 3: Approved by

James A. Corbett

11/7/2024 12:09:52 PM



Step 2: Approved by

Brian Caper

11/6/2024 1:00:31 PM



Step 1: Approved by

Kaitlyn S. Berger

11/6/2024 12:02:36 PM

approved with small edits to cost/funding

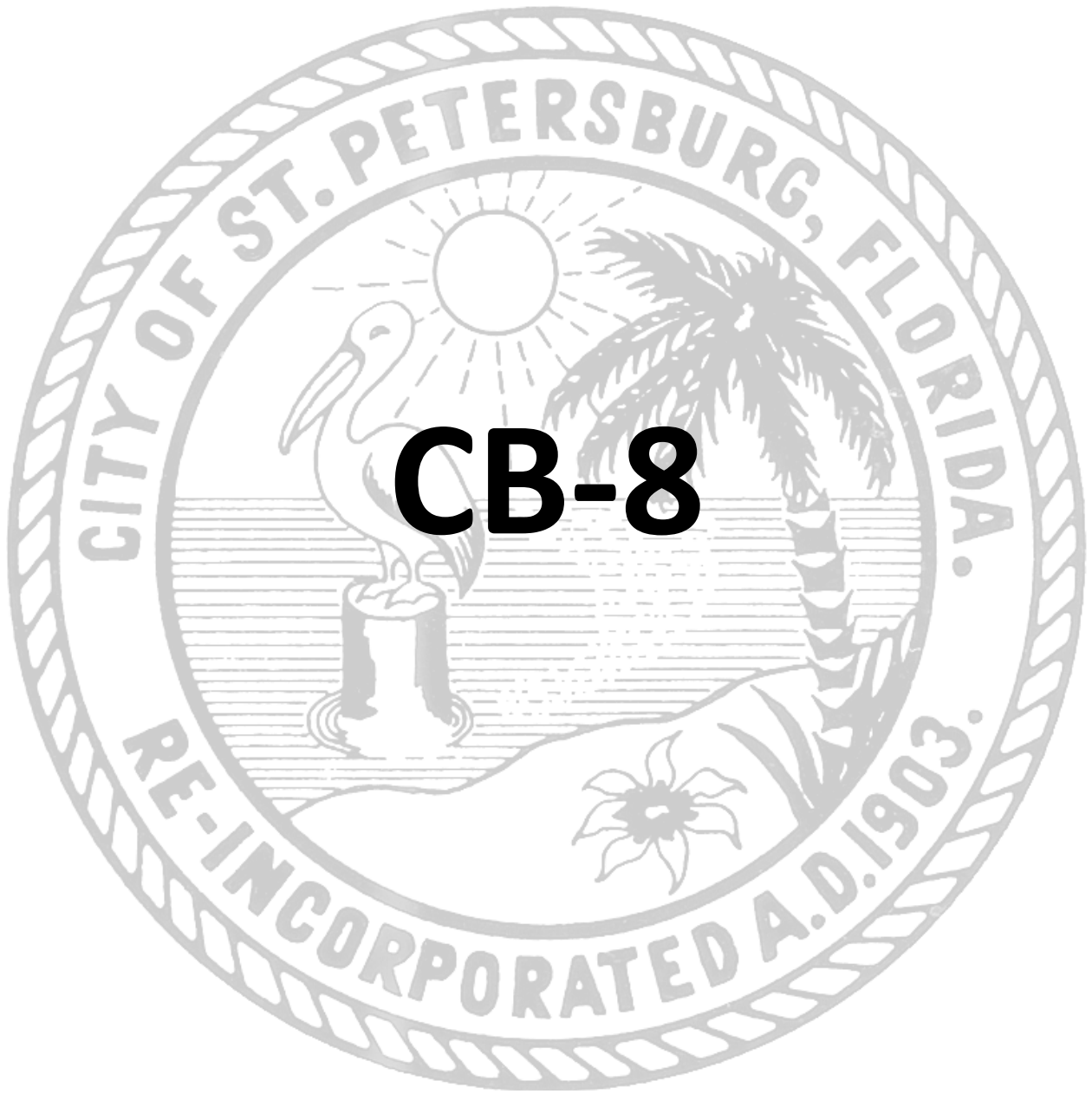


Requested by

Gabriella DiPiazza

11/6/2024 10:55:20 AM

The following page(s) contain the backup material for Agenda Item: Approval of Co-Sponsored Event Applications and Associated Resolutions  
Please scroll down to view the backup material.



**CB-8**

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**ST. PETERSBURG CITY COUNCIL**  
**Consent Agenda**  
**Meeting of December 5, 2024**

**TO:** City Council Chair and Members of City Council

**FROM:** Lynn Gordon, Parks and Recreation Manager

**SUBJECT:** Approval of Co-Sponsored Event Applications and Associated Resolutions

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**EXPLANATION:** The City Council is being requested to approve Co-Sponsored Events Applications for FY2025 and FY2026. This approval is requested through the Consent Agenda pursuant to Resolution 2023-143. City Council is also being requested to approve three liquor requests for events taking place in FY2025 and one event taking place in FY2026, pursuant to Section 21-38(c) of the City Code. The applications have been reviewed by the Parks & Recreation Department's Co-Sponsored Events Coordinator and staff.

**COST/FUNDING/ASSESSMENT INFORMATION:** There is no financial impact to the city. Co-sponsored events are billed for the use of city equipment and staff time from the various supporting departments.

**RECOMMENDATION:** Staff recommends City Council approve the resolution approving 16 co-sponsored events for FY2025 and FY2026, as well as the four resolutions approving liquor requests.

**ATTACHMENTS:**

Resolutions

Spreadsheet of basic information for each application

Application packets for each event

Resolution No. 2024-\_\_\_\_\_

A RESOLUTION APPROVING EVENTS FOR CO-SPONSORSHIP BY THE CITY IN NAME ONLY FOR FY2025 & FY2026; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, various entities have requested that the City co-sponsor their recreation and leisure events in name only for FY2025 & FY2026; and

WHEREAS, the City’s Co-Sponsored Events Coordinator has reviewed the requests in accordance with City Council Resolution No. 23-143 and has recommendations as to which events should be approved for co-sponsorship by the City in name only; and

WHEREAS, City Council has reviewed the recommendations and has determined which of these events to approve for co-sponsorship by the City in name only.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the following events for co-sponsorship by the City in name only are approved for FY2025 & FY2026:

**FY2025**

Event Name	Non-Profit Organization	For-Profit Organization	Event Date(s)
Historic Roser Park Presents: Creekfest 2025	HISTORIC ROSER PARK NEIGHBORHOOD ASSOCIATION, INC.		03/29/25
St. Pete Community Festival	KING CHARTER SCHOOLS INC		03/22/25
Winter Pride	GRAND CENTRAL DISTRICT ASSOCIATION, INC.		02/16/25 02/22/25 02/23/25
St. Pete Soulfest	SATURDAY SHOPPES, INC.	SATURDAY MORNING SHOPPE LLC	04/05/25
Party in the Park	TBD	GREEN SAVOREE ST. PETERSBURG, LLC	02/27/25
Superhero Walk	HEMOPHILA FOUNDATION OF GREATER FLORIDA, INC.		09/20/25
St Pete Pride Month Kick Off	ST. PETE PRIDE, INC.		06/01/25
St Pete Pride LGBTQ+ Youth and Family Day	ST. PETE PRIDE, INC.		06/21/25
St Pete Pride Weekend	ST. PETE PRIDE, INC.		06/27/25 06/28/25 06/29/25
Baptisms at the Pier	MISSION CITY CHURCH, INC.		05/18/25

Event Name	Non-Profit Organization	For-Profit Organization	Event Date(s)
Saturday Morning Summer Market	ST. PETERSBURG SATURDAY MORNING MARKET, INC.		Saturdays in June - Aug
Spring Fest & Easter Egg Hunt	FRIENDS OF THE PIER, INC.	PIER EVENTS, LLC	04/20/25
Derby at the Pier	13 UGLY MEN FOUNDATION, INC.		05/03/25
Food Truck Rally / Monthly Themes	GULF TO BAY FOOD TRUCK ASSOCIATION INC.		04/19/25 05/17/25 06/14/25
St. Pete Italian Festival	TBD	LUXE FASHION GROUP LLC	05/17/25

FY2026

Event Name	Non-Profit Organization	For-Profit Organization	Event Dates
SPF25 - Country Music Festival	SUNCOAST LAW ENFORCEMENT CHARITIES, INC.	ST. PETE FEST LLC	11/22/25 11/23/25

BE IT FURTHER RESOLVED that the approval of the events to be presented by For-Profit Entities is contingent upon the For-Profit Entities providing the City with evidence of partnership with a non-profit organization no later than forty-five (45) days prior to the first day of each For-Profit Entity's co-sponsored event.

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

This Resolution shall become effective immediately upon its adoption.

LEGAL: Sarah Lucker DEPARTMENT: \_\_\_\_\_  
00777692

Resolution No. 2024- \_\_\_\_\_

A RESOLUTION IN ACCORDANCE WITH CITY CODE SECTION 21-38(C) EXEMPTING ST. PETE ITALIAN FESTIVAL (VINOY PARK) FROM THE BEER AND WINE ONLY RESTRICTIONS IN CITY CODE SECTION 21-38(C) UPON THE ISSUANCE OF A PERMIT FOR ALCOHOLIC BEVERAGES TO BE SOLD, SERVED, OR DISPENSED AT THE VENUE (FOR ON PREMISES CONSUMPTION ONLY) DURING THE TIMES AND DATES OF THE EVENT AS SET FORTH HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, St. Pete Italian Festival has been approved as a co-sponsored event;  
and

WHEREAS, the promoter of the event has requested, in accordance with Section 21-38(c) of the City Code, that it be exempt from the beer and wine only restrictions set forth in City Code Section 21-38(c) on selling, serving, or dispensing alcoholic beverages upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue during the event (for on premises consumption only); and

WHEREAS, St. Pete Italian Festival will take place on Saturday, May 17, 2025, between 10:00am – 5:00pm in Vinoy Park.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that St. Pete Italian Festival (Vinoy Park) is exempt from the beer and wine only restrictions in City Code Section 21-38(c) upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue (for on premises consumption only) during the times and dates of the event as set forth herein.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

DEPARTMENT:

  
\_\_\_\_\_

00774118

Resolution No. 2024- \_\_\_\_\_

A RESOLUTION IN ACCORDANCE WITH CITY CODE SECTION 21-38(C) EXEMPTING PARTY IN THE PARK (NORTH STRAUB PARK) FROM THE BEER AND WINE ONLY RESTRICTIONS IN CITY CODE SECTION 21-38(C) UPON THE ISSUANCE OF A PERMIT FOR ALCOHOLIC BEVERAGES TO BE SOLD, SERVED, OR DISPENSED AT THE VENUE (FOR ON PREMISES CONSUMPTION ONLY) DURING THE TIMES AND DATES OF THE EVENT AS SET FORTH HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Party in the Park has been approved as a co-sponsored event; and

WHEREAS, the promoter of the event has requested, in accordance with Section 21-38(c) of the City Code, that it be exempt from the beer and wine only restrictions set forth in City Code Section 21-38(c) on selling, serving, or dispensing alcoholic beverages upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue during the event (for on premises consumption only); and

WHEREAS, Party in the Park will take place on Thursday, February 27, 2025, between the hours of 3:00pm – 7:00pm in Vinoy Park.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that Party in the Park (North Straub Park) is exempt from the beer and wine only restrictions in City Code Section 21-38(c) upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue (for on premises consumption only) during the times and dates of the event as set forth herein.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

  
\_\_\_\_\_

00774116

DEPARTMENT:  
\_\_\_\_\_

Resolution No. 2024- \_\_\_\_\_

A RESOLUTION IN ACCORDANCE WITH CITY CODE SECTION 21-38(D) EXEMPTING DERBY AT THE PIER (SPA BEACH PARK) FROM THE BEER AND WINE ONLY RESTRICTIONS IN CITY CODE SECTION 21-38(D) UPON THE ISSUANCE OF A PERMIT FOR ALCOHOLIC BEVERAGES TO BE SOLD, SERVED, OR DISPENSED AT THE VENUE (FOR ON PREMISES CONSUMPTION ONLY) DURING THE TIMES AND DATES OF THE EVENT AS SET FORTH HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Derby at the Pier has been approved as a co-sponsored event; and

WHEREAS, the promoter of the event has requested, in accordance with Section 21-38(d) of the City Code, that it be exempt from the beer and wine only restrictions set forth in City Code Section 21-38(d) on selling, serving, or dispensing alcoholic beverages upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue during the event (for on premises consumption only); and

WHEREAS, Derby at the Pier will take place on Saturday, May 3, 2025, between the hours of 3:00pm – 9:00pm in Spa Beach Park.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that Derby at the Pier (Spa Beach Park) is exempt from the beer and wine only restrictions in City Code Section 21-38(d) upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue (for on premises consumption only) during the times and dates of the event as set forth herein.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

DEPARTMENT:

  
00774115 \_\_\_\_\_

\_\_\_\_\_

Resolution No. 2024- \_\_\_\_\_

A RESOLUTION IN ACCORDANCE WITH CITY CODE SECTION 21-38(C) EXEMPTING SPF – COUNTRY MUSIC FESTIVAL (VINOY PARK) FROM THE BEER AND WINE ONLY RESTRICTIONS IN CITY CODE SECTION 21-38(C) UPON THE ISSUANCE OF A PERMIT FOR ALCOHOLIC BEVERAGES TO BE SOLD, SERVED, OR DISPENSED AT THE VENUE (FOR ON PREMISES CONSUMPTION ONLY) DURING THE TIMES AND DATES OF THE EVENT AS SET FORTH HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, SPF25 - Country Music Festival has been approved as a co-sponsored event; and

WHEREAS, the promoter of the event has requested, in accordance with Section 21-38(c) of the City Code, that it be exempt from the beer and wine only restrictions set forth in City Code Section 21-38(c) on selling, serving, or dispensing alcoholic beverages upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue during the event (for on premises consumption only); and

WHEREAS, SPF25 - Country Music Festival will take place on Saturday, November 22, 2025, between 1:00pm – 10:00pm and Sunday, November 23, 2025, between 1:00pm – 10:00pm in Vinoy Park.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that SPF25 - Country Music Festival (Vinoy Park) is exempt from the beer and wine only restrictions in City Code Section 21-38(c) upon the issuance of a permit for alcoholic beverages to be sold, served, or dispensed at the venue (for on premises consumption only) during the times and dates of the event as set forth herein.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

DEPARTMENT:

  
\_\_\_\_\_  
00774117

\_\_\_\_\_

**City of St. Petersburg  
Co-Sponsored Events Listing  
FY2025**

Event #	Event Name	Non Profit Organization	Profit Organization	Event Date	Times	Liquor Letter	Event Location
80	Historic Roser Park Presents: Creekfest 2025	HISTORIC ROSER PARK NEIGHBORHOOD ASSOCIATION, INC.		03/29/25	3pm - 9pm	NO	Roser Park
81	St. Pete Community Festival	KING CHARTER SCHOOLS INC		03/22/25	11am - 4pm	NO	Campbell Park
82	Winter Pride	GRAND CENTRAL DISTRICT ASSOCIATION, INC.		02/16/25 02/22/25 02/23/25	4pm - 12am, 11am - 5pm 12pm - 5pm	NO	Central Ave/Grand Central District
83	St. Pete Soulfest	SATURDAY SHOPPES, INC.	SATURDAY MORNING SHOPPES LLC	04/05/25	11am - 8pm	NO	5th Ave. S. between 16th St. & 20th St.
84	St Pete Italian Festival	TBD	LUXE FASHION GROUP LLC	05/17/25	10am - 5pm	YES	Vinoy Park
86	Party in the Park	TBD	GREEN SAVOREE ST. PETERSBURG, LLC	02/27/25	3pm - 7:30pm	YES	North Straub Park
87	Superhero Walk	HEMOPHILA FOUNDATION OF GREATER FLORIDA, INC.		09/20/25	7:30am - 12:30pm	NO	Vinoy Park
89	St Pete Pride Month Kick Off	ST. PETE PRIDE, INC.		06/01/25	5pm - 10pm	NO	Central Ave - 24th - 25th St
90	St Pete Pride LGBTQ+ Youth and Family Day	ST. PETE PRIDE, INC.		06/21/25	10am - 3 pm	NO	North Straub Park & Spa Beach Park
91	St Pete Pride Weekend	ST. PETE PRIDE, INC.		06/27/25 06/28/25 06/29/25	5pm-10pm 2pm-10pm 12pm-5pm	NO	North Straub Park and Other downtown parks
92	Baptisms at the Pier	MISSION CITY CHURCH, INC.		05/18/25	5pm - 7pm	NO	Spa Bach Park
93	Saturday Morning Summer Market	ST. PETERSBURG SATURDAY MORNING MARKET, INC.		Saturdays in June - Aug	9am - 1pm	NO	Williams Park
94	Spring Fest & Easter Egg Hunt	FRIENDS OF THE PIER, INC.	PIER EVENTS, LLC	04/20/25	11am - 7pm	NO	Spa Beach Park
95	Derby at the Pier	13 UGLY MEN FOUNDATION, INC.		05/03/25	3pm - 9pm	YES	Spa Beach Park
96	Food Truck Rally / Monthly Themes	GULF TO BAY FOOD TRUCK ASSOCIATION INC.		04/19/25 05/17/25 06/14/25	5pm - 10pm	NO	Albert Wihtted Park

**Co-Sponsored Events Listing  
FY2026**

Event #	Event Name	Non Profit Organization	Profit Organization	Event Date	Times	Liquor Letter	Event Location
1	SPF25 - Country Music Festival	SUNCOAST LAW ENFORCEMENT CHARITIES, INC.	ST. PETE FEST LLC	11/22/25 11/23/25	1pm - 10pm 1pm - 10pm	YES	Vinoy Park



**CITY OF ST. PETERSBURG  
PARKS & RECREATION DEPARTMENT  
CO-SPONSORED EVENT APPLICATION**



Date Received: \_\_\_\_\_  
 Check or Cash: \_\_\_\_\_  
 Application #: 80  
 Packet: \_\_\_\_\_  
 Permit #: 80

Event Title: Historic Roser Park Presents: Creekfest 2025 Phone No.: 7275370660 Fax No.: \_\_\_\_\_

Entity Name: Historic Roser Park Neighborhood Association Federal I.D. Number: 85-8015461319C-3

Event Date(s): 29 March 2025 Location: Roser Park

Day 1 of Event: <u>29 March</u>	Time Gates Open: <u>1500</u>	Ending Time: <u>2100</u>
Day 2 of Event: _____	Time Gates Open: _____	Ending Time: _____
Day 3 of Event: _____	Time Gates Open: _____	Ending Time: _____

Application Prepared by: Stephen Ove Phone: 7275370660

Title: Board Member Cell Phone: 7275370660

Address: 870 9th Ave S City: St Petersburg State: FL Zip: 33701

Email Address: roser.safetycommittee@gmail.com

Additional Contact Person: Deb Camfferman Day Phone: 7272154399

What month/year were you incorporated as nonprofit? June 1995

List all 501(c)3 entities that will benefit from this event. N/A

Name of the for-profit entity? N/A

**Describe your event with details.**

A one-night music event open to the public with local artists performing folk and indie music. We have previously hosted bands on porches across the neighborhood as an event we billed as Porchfest. This rebranding and use of the Roser Park allows us to open the event to people with mobility challenges and increase the number of artists and attendees.

**Describe what economic benefit and impact this event will bring to St. Petersburg.**

We will use sponsorships to support local visual and musical performing artists as they perform back-to-back sets for four hours on Saturday evening

Each co-sponsored entity must possess liability insurance naming the City of St. Petersburg as an additional insured and secure said insurance in the amount determined by the City.

Does your group presently have liability insurance?  YES  NO How much? \$2,000,000/\$1,000,000

Are there plans to sell or distribute beer/wine at your event?  YES  NO

Will there be an admission / registration fee?  YES  NO Advanced Fee: 0 Day of: 0

Please provide the website address for your event. www.historicroserpark.org

Please provide a phone number that can be advertised to the public. info@roserpark.net

What is the estimated attendance for this event? Spectators 600 Participants 20 Last Year's Total Attendance 400

Please check the equipment and/or facilities you are requesting.

Recreation Equipment

Showmobile (Yes/No)   
# Bleacher(s) needed. Each bleacher approx. 180 people)   
Tables (6 ft) # needed  Chairs # needed   
Public Address System   
# of portable risers needed (4 in. x 8 in. x 16 in. sections)

Special Events Facilities

Mahaffey Theater  
 Coliseum  
 Sunken Gardens  
 Boyd Hill

Non-City Locations

Which Location?

**The following departments may provide and charge for additional services. You will be provided cost estimates in your Co-sponsored Agreement.**

POLICE: Public Safety Personnel, Marine Services  
TRAFFIC: Personnel, Equipment (cones, barricades, no parking signs)  
FIRE: Paramedics, Inspectors  
PARKS SERVICES: Cleanup Personnel, Dumpster(s), Trash Receptacles, Event Site Preparation and Restoration  
RECREATION SERVICES: On-site Presence, Logistics Help, Liaison with Other Departments

**Note: The City does not provide tents, Port-O-Lets, or large quantities of tables and chairs.**

I certify that the event will be open to all citizens and that individuals will not be barred from participation due to race, creed, color, national origin, sex, age, or physical impairment. I understand that a financial report of the event is due in the Parks and Recreation office within 30 days of the completion of the event. I also understand that the City is to be shown as a co-sponsor on any promotional materials produced for the event. I agree to obtain the required liability insurance and to secure all necessary city/county/state permits/licenses. I further certify that the facts contained in this application are accurate.

Name:	<input type="text" value="Stephen Ove"/>	Title:	<input type="text" value="Board Member"/>	Date:	<input type="text" value="11 Jun 2024"/>
Co-Sign:	<input type="text" value="Deb Camfferman"/>	Title:	<input type="text" value="Treasurer"/>	Date:	<input type="text" value="11 Jun 2024"/>

- NOTE: a. **If person/entity preparing this application is not representing a nonprofit entity, the application must be co-signed by someone from a sponsoring nonprofit entity. A copy of the sponsoring entity's 501(c)3 designation must accompany this application.**
- b. **If your entity has outstanding financial obligations with any department within the City of St. Petersburg, your application will not be processed until debt is paid.**
- c. **Applications lacking information or the required completed appendixes listed below will not be processed.**

PLEASE ATTACH THE FOLLOWING

1. Route map for parade, run, walk, and/or bike event.
2. Site map of event and detail schedule of each day's events including open and close times.
3. Complete Appendix B and Appendix C.
4. Check for \$30.00 for co-sponsored application processing (non-refundable).
5. Check for park permit fee. See Appendix A for fee structure.
6. A copy of 501(c)3 designation (if applicable)

FOR FURTHER INFORMATION, PLEASE CALL LYNN GORDON, PARKS & RECREATION MANAGER,  
727-893-7766 or EMAIL: StPeteEvents@stpete.org

PARKS & RECREATION DEPARTMENT  
 CO-SPONSORED EVENTS  
 SUMMARY SHEET

Review and check all conditions which apply to this event: Note the corresponding obligation for each condition.

<u>Condition</u>		<u>Obligation</u>
<input checked="" type="checkbox"/> Public Invited		General Liability Insurance
<input checked="" type="checkbox"/> Located in Park		Park Permit
<input type="checkbox"/> Vending Product / Merchandise Sales		Occupational License
<input checked="" type="checkbox"/> Vending Food / Beverage		Health Inspection
<input checked="" type="checkbox"/> Vendors / Exhibitors	How many? <input type="text" value="1 - 10 Vendors / Exhibitors"/>	Alcohol Permit
<input checked="" type="checkbox"/> Vending Beer / Wine		Additional insurance Required
<input type="checkbox"/> Erecting Tents - Larger than 10ft x 12ft	How many? <input type="text"/>	Temporary Structure Permit
<input type="checkbox"/> Fence Installation	What type? <input type="text"/>	Temporary Structure Permit
<input type="checkbox"/> Other Structures	What structure? <input type="text"/>	Temporary Structure Permit
<input type="checkbox"/> Open Flame Food Preparation		Fire Inspection Permit
<input type="checkbox"/> Pyrotechnics		Fireworks Permit
<input checked="" type="checkbox"/> Require Street Closure		Parade or Street Closure Permit(s)
<input checked="" type="checkbox"/> VIP Area		
<input checked="" type="checkbox"/> Staging	<input type="checkbox"/> Professional <input checked="" type="checkbox"/> Showmobile <input type="checkbox"/> Other	
<input checked="" type="checkbox"/> Amplified Sound	<input checked="" type="checkbox"/> Performers <input type="checkbox"/> Announcement Only	
<input checked="" type="checkbox"/> Security	<input type="checkbox"/> Daytime - Private <input type="checkbox"/> Overnight - Private <input checked="" type="checkbox"/> Event Time Frame - SPPD	
<input checked="" type="checkbox"/> Sanitary Facilities - Port-O-Lets	Regular Units <input type="text" value="2"/> Disabled Units <input type="text" value="1"/> Hand Washing <input type="text" value="1"/>	
<input type="checkbox"/> Off-site Parking / Shuttle		
<input type="checkbox"/> Semitruck / Tractor Trailer		

Marketing: Please check all that apply.

- |  |   |
|--|---|
| <input type="checkbox"/> Invitations                     | <input type="checkbox"/> Radio            |
| <input checked="" type="checkbox"/> Posters / Flyers     | <input type="checkbox"/> Television       |
| <input checked="" type="checkbox"/> Newspaper / Internet | <input type="checkbox"/> Remote Broadcast |

**City logo should be used in any promotional materials, posters, flyers, ads, website, public service announcements, and press releases.**

Electrical Requirements:

Does your event require any power needs using more than the standard 110/20amp located in the parks?  YES  NO

If YES, check all that apply.  RV'S  Coffee Vendors  Ice Bins  Freezers  Ice Cream Vendors  Catering Trucks  
 Other:

Please explain the details of the above items checked. Tell us how much and what type of power they would require.

Not sure if there is a 110 amp located in this park but performers will need to use power for amplification. We'd like the Parks Department to identify existing receptacles that can be used. Additional electrical needs to be supplied by concessionaires that may require it.

Will you supply your own generators?  YES  NO

Will your event have a licensed electrician on-site during the event?  YES  NO If YES, who?

Will your event be requesting any variances from City policies or procedures? If YES, please explain.

Yes. Will require the park closure for Roser Park, temporary alcohol sales permit and road closure permits for a midway on Roser Park Dr S, 6th St bridge and potentially handicapped access on 9th Ave S per the attached map.

If City permits, licenses, or services are required for event, who will pay for them?

Name:  Phone:

Address (including zip):

Type of music, # of stages, and # of bands.

2 stages, 100sq ft, ea 5 bands alternating on 45 minute sets of folk and indie music

List Vending Products. Name & Provider.

Food trucks and crafts vendors.

For Use of Beer/Wine - Please provide name, address and phone number of the sponsoring 501(c)3 or catering company.

Historic Roser Park Neighborhood Association

Explain subject/purpose of all speeches/demonstrations which will occur.

None

Discuss your load in/load out parking needs, include times and dates.

Events staff and handicapped persons will access via 9th Ave S. Vendors will set up along Roser Park Drive between 1500-1600 and breakdown between 2100-2200

Other Comments: Please describe your fee structure.

We intend to offer VIP access and food/beverage packages via sponsorships. From the last event, sponsorships almost exclusively made our operating revenue for 24-36 months.

Other comments:

We do not wish to charge admission or restrict access to the park in any way as we want this to be welcoming and accessible for the whole community. That said, we would consider adding fencing and/or a nominal fee if City recommends it.

I represent and warrant that the purpose of the proposed activity/event and conduct of the sponsor(s) and the participants shall conform to all requirements of law and all ordinances of the State of Florida, Pinellas County, and the City of St. Petersburg including, but not limited to, City noise ordinances and Parks and Recreation Department Policies and Procedures. I acknowledge that failure to observe such laws, ordinances, or policies and procedures will result in an immediate cancellation of the event and all permits.

**WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THE PARKS AND RECREATION DEPARTMENT POLICIES AND PROCEDURES PERTAINING TO THE USE OF PARKS AND THE PARK RULES SET FORTH IN ARTICLE II, CHAPTER 21, OF THE ST. PETERSBURG CITY CODE, INCLUDING BUT NOT LIMITED TO THE INDEMNIFICATION AND INSPECTION OBLIGATIONS ASSUMED BY ME AND THE PERSON OR ENTITY ON WHOSE BEHALF THIS APPLICATION IS BEING MADE.**

***I certify that the facts contained in this application are accurate.***

Name:  Title:  Date:

## Appendix B President or CEO Responsible Party Information

Please complete the information below for each responsible party.

Name of the **Nonprofit** Corporation:

Name of Responsible Party (President or CEO ONLY):

Title of Responsible Party:

Physical Address of Responsible Party:

Phone Number of Responsible Party:

Email Address of Responsible Party:

Nonprofit (Employee Identification Number):

---

Name of the **For-profit** Corporation:

Name of Responsible Party (President or CEO ONLY):

Title of Responsible Party:

Physical Address of Responsible Party:

Phone Number of Responsible Party:

Email Address of Responsible Party:

For-profit (Employee Identification Number)

**Please include a copy of the the current IRS Nonprofit Affidavit / For Profit**

What method of invoicing would your organization prefer?

BY Mail

Contact Name

Address

City, State, Zip

BY EMAIL

Email Address:

**APPENDIX C  
STATEMENT OF REVENUE AND EXPENSES FORM  
PRIOR YEAR'S EVENT  
(Must be completed)**

Name of Event:

Date(s) of Event:

Name of Event:	
Date(s) of Event:	-

**I. REVENUE SOURCES (attach sheet if more space is needed)**

**Amount**

1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
<b>TOTAL GROSS REVENUE</b>		

**II. EXPENSES (attach sheet if more space is needed)**

1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
<b>TOTAL OPERATING EXPENSES</b>		
<b>TOTAL NET INCOME</b>		

**III. ALLOCATION OF NET INCOME ( attach sheet if more space is needed)**

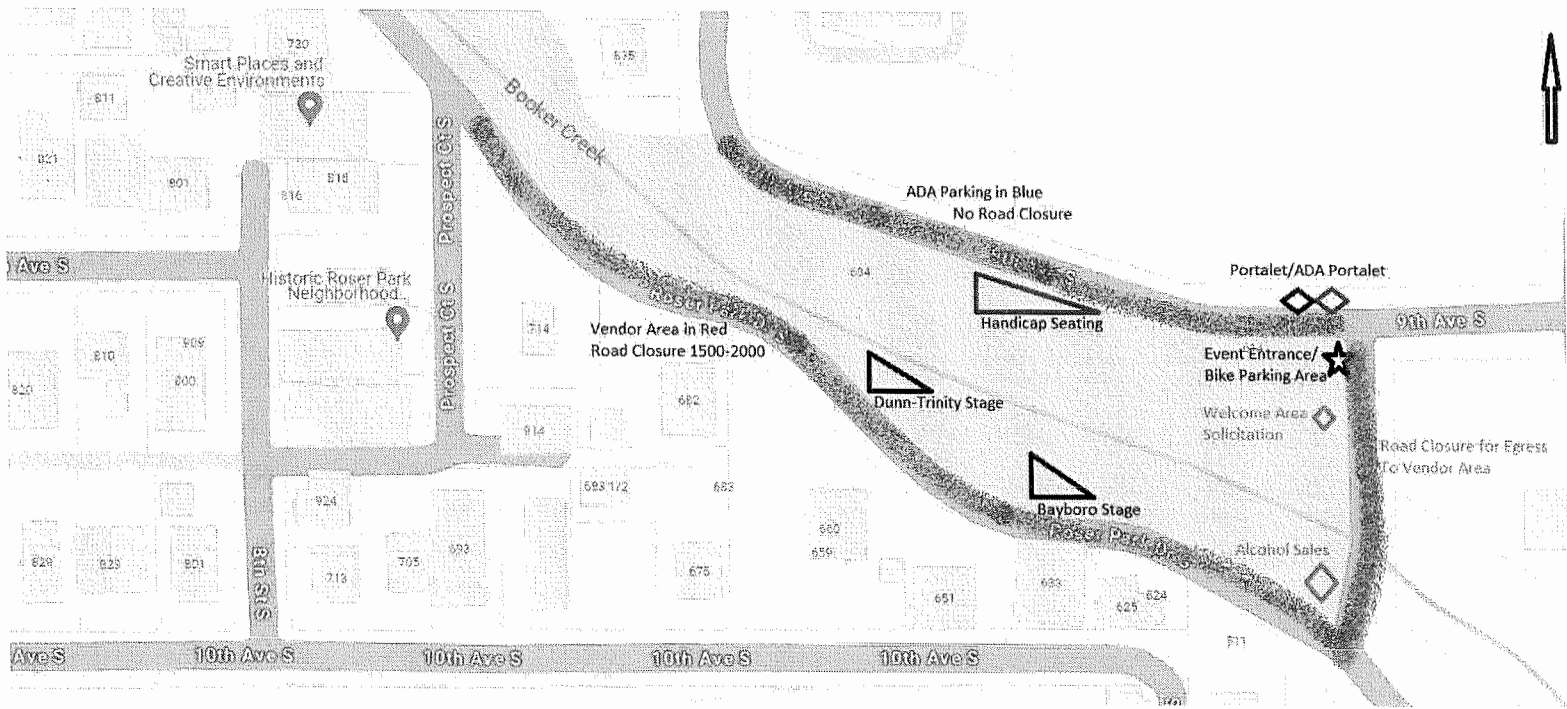
1.		
2.		
3.		
4.		
5.		
6.		
<b>TOTAL ALLOCATION OF NET INCOME</b>		

Prepared by:

Date:

Print Application

Submit Application by  
Email







Department of State / Division of Corporations / Search Records / Search by Entity Name /

## Detail by Entity Name

Florida Not For Profit Corporation

HISTORIC ROSER PARK NEIGHBORHOOD ASSOCIATION, INC.

### Filing Information

<b>Document Number</b>	N95000005294
<b>FEI/EIN Number</b>	59-3645803
<b>Date Filed</b>	11/06/1995
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDMENT
<b>Event Date Filed</b>	05/02/2005
<b>Event Effective Date</b>	NONE

### Principal Address

714  
ROSER PARK DR S  
St Petersburg, FL 33701

Changed: 03/31/2022

### Mailing Address

714  
ROSER PARK DR S  
St Petersburg, FL 33701

Changed: 03/31/2022

### Registered Agent Name & Address

Camfferman, Debra A  
714  
ROSER PARK DR S  
St Petersburg, FL 33701

Name Changed: 03/31/2022

Address Changed: 03/31/2022

### Officer/Director Detail

#### **Name & Address**

Title President

PONTORIERO, DOMENICO  
670 10TH AVE S  
ST. PETERSBURG, FL 33701

Title Secretary

JONES, LARA  
668 11TH AVE S  
ST. PETERSBURG, FL 33701

Title Treasurer

CAMFFERMAN, DEBRA  
714  
ROSER PARK DR S  
St Petersburg, FL 33701

Title VP

LAUDIEN-MEO, SYLVIA  
846 8TH AVE S  
St. Petersburg, FL 33701

Title Director

OVE, STEPHEN  
870 9TH AVE S  
St Petersburg, FL 33701

Title Director

BAUGH, MICHAEL  
851 10TH AVE S  
ST PETERSBURG, FL 33701

Title Director

Jenkins, David  
827 12th Ave S  
St Petersburg, FL 33701

Title Director

Manlove, Madeline  
1033 8th St S  
St Petersburg, FL 33701

Title Director

Schaefer, Olya  
609 11th Ave S  
St Petersburg, FL 33701

Title Director

Schuetz, Brett  
848 8th Ave S  
St Petersburg, FL 33701

Title Director

Wright, Stepheni  
924 8th St S  
St Petersburg, FL 33701

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2022	03/31/2022
2023	04/13/2023
2024	04/06/2024

**Document Images**

<a href="#">04/06/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/13/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/31/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/01/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/29/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/11/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/09/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/20/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/01/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/15/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/20/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/20/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/17/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/17/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/27/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/01/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/29/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/15/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/28/2006 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/02/2005 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/02/2005 -- Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">01/23/2004 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">07/10/2003 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/23/2002 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>

# Permit



Parks and Recreation  
 1400 19th Street North  
 St. Petersburg, FL, US 33713

PHONE:(727) 893-7441  
 EMAIL:stpeteparksrec@stpete.org

**Permit # R20614**

Status Tentative  
 Date Oct 24, 2024 10:28 AM  
 Expiration Date Dec 22, 2024

<b>Organization Name</b>	Historic Roser Park Neighborhood Association - 761	<b>Organization Phone 1 Number</b>	+1 (727) 215-4399
<b>Customer Type</b>	Department Partner		
<b>Organization Address</b>	714 Roser Park Dr S ST PETERSBURG, FL 33701		
<b>Agent Name</b>	Stephen P Ove	<b>Primary Phone Number</b>	(727) 537-0660
		<b>Email Address</b>	roser.safetycommittee@gmail.com
<b>System User</b>	45937		

Rental Fee	\$60.00
Discounts	\$0.00
Subtotal	\$60.00
Deposits	\$0.00
Deposit Discounts	\$0.00
<b>Total Permit Fee</b>	<b>\$60.00</b>
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$60.00

<b>CREEKFEST</b>	1 resource(s)	1 booking(s)	<b>Subtotal: \$60.00</b>
Booking Summary			
<b>RSP Park (Cosponsored Event)</b>			<b>Center: Roser Park</b>
<b>START DATE/TIME</b>	<b>END DATE/TIME</b>	<b>ATTENDEE</b>	<b>AMT W/O TAX</b>
Sat, Mar 29, 2025 7:00 AM	Sat, Mar 29, 2025 11:00 PM	600	\$0.00
<b>Resource level fees</b>			<b>\$60.00</b>

Custom Questions	
<b>QUESTION</b>	<b>ANSWER</b>
Will this event be having beer or wine?	Yes
Will this event be having fireworks?	No
Will this event be having liquor?	No

Will this event be using fencing?	Yes
-----------------------------------	-----

Payment Schedules		Original Balance: \$60.00			Current Balance: \$60.00
DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE	
Nov 29, 2024	\$60.00	\$0.00	\$0.00	\$60.00	

**CITY OF ST. PETERSBURG  
PARKS & RECREATION DEPARTMENT  
CO-SPONSORED EVENT APPLICATION**



Date Received: \_\_\_\_\_  
 Check or Cash: \_\_\_\_\_  
 Application #: 81  
 Packet: \_\_\_\_\_  
 Permit #: 802

Event Title: St. Pete Community Festival Phone No.: 7279006838 Fax No.: \_\_\_\_\_

Entity Name: King Charter Schools Federal I.D. Number: 824375985

Event Date(s): March 22nd, 2025 Location: Campbell Park

Day 1 of Event: \_\_\_\_\_ Time Gates Open: 11:00am Ending Time: 4:00pm

Day 2 of Event: \_\_\_\_\_ Time Gates Open: \_\_\_\_\_ Ending Time: \_\_\_\_\_

Day 3 of Event: \_\_\_\_\_ Time Gates Open: \_\_\_\_\_ Ending Time: \_\_\_\_\_

Application Prepared by: Maria Solanki Phone: 7279006838

Title: Co-Founder Cell Phone: 7279006838

Address: 6705 W. Flamingo Way S. City: St. Pete State: Florida Zip: 33707

Email Address: kingcharterschools@gmail.com

Additional Contact Person: Joyce Subhi Day Phone: 3044444827

What month/year were you incorporated as nonprofit? January, 2019

List all 501(c)3 entities that will benefit from this event. Unsure

Name of the for-profit entity? Unsure

**Describe your event with details.**

The purpose of this event is to engage and bring awareness to all community members about the benefits of proper nutrition and education options. Promoting plant-based diet, school choice, mental health programs for children and adults, eco-friendly products and services, games and activities for children, speakers and entertainment for adults and children. All members and groups of the community are invited and encouraged to participate as guests, vendors, speakers, performers.

**Describe what economic benefit and impact this event will bring to St. Petersburg.**

Promoting Community Engagement. Better Quality of Health. Informing families of their education options.

Each co-sponsored entity must possess liability insurance naming the City of St. Petersburg as an additional insured and secure said insurance in the amount determined by the City.

Does your group presently have liability insurance?  YES  NO How much? \_\_\_\_\_

Are there plans to sell or distribute beer/wine at your event?  YES  NO

Will there be an admission / registration fee?  YES  NO Advanced Fee: \_\_\_\_\_ Day of: \_\_\_\_\_

Please provide the website address for your event. www.stpetecommunityfestival.com

Please provide a phone number that can be advertised to the public. 7279006838

What is the estimated attendance for this event? Spectators 350 Participants 100 Last Year's Total Attendance 500

Please check the equipment and/or facilities you are requesting.

Recreation Equipment

Showmobile (Yes/No)   
# Bleacher(s) needed. Each bleacher approx. 180 people)   
Tables (6 ft) # needed  Chairs # needed   
Public Address System   
# of portable risers needed (4 in. x 8 in. x 16 in. sections)

Special Events Facilities

Mahaffey Theater  
 Coliseum  
 Sunken Gardens  
 Boyd Hill

Non-City Locations

Which Location?

**The following departments may provide and charge for additional services. You will be provided cost estimates in your Co-sponsored Agreement.**

POLICE: Public Safety Personnel, Marine Services  
TRAFFIC: Personnel, Equipment (cones, barricades, no parking signs)  
FIRE: Paramedics, Inspectors  
PARKS SERVICES: Cleanup Personnel, Dumpster(s), Trash Receptacles, Event Site Preparation and Restoration  
RECREATION SERVICES: On-site Presence, Logistics Help, Liaison with Other Departments

**Note:** The City does not provide tents, Port-O-Lets, or large quantities of tables and chairs.

I certify that the event will be open to all citizens and that individuals will not be barred from participation due to race, creed, color, national origin, sex, age, or physical impairment. I understand that a financial report of the event is due in the Parks and Recreation office within 30 days of the completion of the event. I also understand that the City is to be shown as a co-sponsor on any promotional materials produced for the event. I agree to obtain the required liability insurance and to secure all necessary city/county/state permits/licenses. I further certify that the facts contained in this application are accurate.

Name:  Title:  Date:   
Co-Sign:  Title:  Date:

- NOTE: a. **If person/entity preparing this application is not representing a nonprofit entity, the application must be co-signed by someone from a sponsoring nonprofit entity. A copy of the sponsoring entity's 501(c)3 designation must accompany this application.**  
b. **If your entity has outstanding financial obligations with any department within the City of St. Petersburg, your application will not be processed until debt is paid.**  
c. **Applications lacking information or the required completed appendixes listed below will not be processed.**

PLEASE ATTACH THE FOLLOWING

1. Route map for parade, run, walk, and/or bike event.
2. Site map of event and detail schedule of each day's events including open and close times.
3. Complete Appendix B and Appendix C.
4. Check for \$30.00 for co-sponsored application processing (non-refundable).
5. Check for park permit fee. See Appendix A for fee structure.
6. A copy of 501(c)3 designation (if applicable)

FOR FURTHER INFORMATION, PLEASE CALL LYNN GORDON, PARKS & RECREATION MANAGER,  
727-893-7766 or EMAIL: [StPeteEvents@stpete.org](mailto:StPeteEvents@stpete.org)



PARKS & RECREATION DEPARTMENT  
CO-SPONSORED EVENTS  
SUMMARY SHEET



Review and check all conditions which apply to this event: Note the corresponding obligation for each condition.

**Condition**

**Obligation**

- |   |  |                                    |
|---|--|------------------------------------|
| <input checked="" type="checkbox"/> Public Invited                      |  | General Liability Insurance        |
| <input checked="" type="checkbox"/> Located in Park                     |  | Park Permit                        |
| <input checked="" type="checkbox"/> Vending Product / Merchandise Sales |  | Occupational License               |
| <input checked="" type="checkbox"/> Vending Food / Beverage             |  | Health Inspection                  |
| <input checked="" type="checkbox"/> Vendors / Exhibitors                | How many? <input type="text"/>   | Alcohol Permit                     |
| <input type="checkbox"/> Vending Beer / Wine                            |  | Additional insurance Required      |
| <input type="checkbox"/> Erecting Tents - Larger than 10ft x 12ft       | How many? <input type="text"/>   | Temporary Structure Permit         |
| <input type="checkbox"/> Fence Installation                             | What type? <input type="text"/>  | Temporary Structure Permit         |
| <input type="checkbox"/> Other Structures                               | What structure? <input type="text"/>   | Temporary Structure Permit         |
| <input type="checkbox"/> Open Flame Food Preparation                    |  | Fire Inspection Permit             |
| <input type="checkbox"/> Pyrotechnics                                   |  | Fireworks Permit                   |
| <input type="checkbox"/> Require Street Closure                         |  | Parade or Street Closure Permit(s) |
| <input type="checkbox"/> VIP Area                                       |  |                                    |
| <input checked="" type="checkbox"/> Staging                             | <input type="checkbox"/> Professional <input type="checkbox"/> Showmobile <input type="checkbox"/> Other                                 |                                    |
| <input type="checkbox"/> Amplified Sound                                | <input type="checkbox"/> Performers <input type="checkbox"/> Announcement Only   |                                    |
| <input type="checkbox"/> Security                                       | <input type="checkbox"/> Daytime - Private <input type="checkbox"/> Overnight - Private <input type="checkbox"/> Event Time Frame - SPPD |                                    |
| <input type="checkbox"/> Sanitary Facilities - Port-O-Lets              | Regular Units <input type="text"/> Disabled Units <input type="text"/> Hand Washing <input type="text"/>                                 |                                    |
| <input type="checkbox"/> Off-site Parking / Shuttle                     |  |                                    |
| <input type="checkbox"/> Semitruck / Tractor Trailer                    |  |                                    |

Marketing: Please check all that apply.

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Invitations          | <input checked="" type="checkbox"/> Radio            |
| <input checked="" type="checkbox"/> Posters / Flyers     | <input checked="" type="checkbox"/> Television       |
| <input checked="" type="checkbox"/> Newspaper / Internet | <input checked="" type="checkbox"/> Remote Broadcast |

**City logo should be used in any promotional materials, posters, flyers, ads, website, public service announcements, and press releases.**



Electrical Requirements:

Does your event require any power needs using more than the standard 110/20amp located in the parks?  YES  NO

If YES, check all that apply.  RV'S  Coffee Vendors  Ice Bins  Freezers  Ice Cream Vendors  Catering Trucks  
 Other:

Please explain the details of the above items checked. Tell us how much and what type of power they would require.

Will you supply your own generators?  YES  NO

Will your event have a licensed electrician on-site during the event?  YES  NO If YES, who?

Will your event be requesting any variances from City policies or procedures? If YES, please explain.

No

If City permits, licenses, or services are required for event, who will pay for them?

Name:  Phone:

Address (including zip):

Type of music, # of stages, and # of bands.

At this time we have no music. Might have a local musician but this would not be loud music. Our stage will be for educational and health speakers mainly. Local churches may do dance performance

List Vending Products. Name & Provider.

Health and Vegan Items. Eco-Friendly items. Unsure of items, it depends on vendors who sign up. Last year we had Vegan Mushroom Jerky, Vegan Mac and Cheese, and Vegan Vitamins being sold.

For Use of Beer/Wine - Please provide name, address and phone number of the sponsoring 501(c)3 or catering company.

NA

Explain subject/purpose of all speeches/demonstrations which will occur.

Nutrition & Education

Discuss your load in/load out parking needs, include times and dates.

We have entered through the side gate to park. We have everyone load in at 7:00 am and they take down at 4:00pm day of the event. We rented parking from John Hopkins across the street but it was not needed

Other Comments: Please describe your fee structure.

Free Admission

Other comments:

I represent and warrant that the purpose of the proposed activity/event and conduct of the sponsor(s) and the participants shall conform to all requirements of law and all ordinances of the State of Florida, Pinellas County, and the City of St. Petersburg including, but not limited to, City noise ordinances and Parks and Recreation Department Policies and Procedures. I acknowledge that failure to observe such laws, ordinances, or policies and procedures will result in an immediate cancellation of the event and all permits.

**WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THE PARKS AND RECREATION DEPARTMENT POLICIES AND PROCEDURES PERTAINING TO THE USE OF PARKS AND THE PARK RULES SET FORTH IN ARTICLE II, CHAPTER 21, OF THE ST. PETERSBURG CITY CODE, INCLUDING BUT NOT LIMITED TO THE INDEMNIFICATION AND INSPECTION OBLIGATIONS ASSUMED BY ME AND THE PERSON OR ENTITY ON WHOSE BEHALF THIS APPLICATION IS BEING MADE.**

*I certify that the facts contained in this application are accurate.*

Name: Maria Solanki Title: Co-Founder of KING Charter School Date: 07-15-24

# Appendix A

## Co-Sponsored Event Park Fee Structure

- \* Events in Vinoy Park will be assessed \$300.00 per event day (e.g., 1 day event = \$300.00, 2 days = \$600.00, 3 days or more = \$900.00.) This includes the \$30.00 park permit fee.
- \* Events in any other park will be assessed \$200.00 per event day (e.g., 1 day event = \$200.00, 2 days = \$400.00, 3 or more days = \$600.00). This includes the \$30.00 park permit fee.
- \* The above fees will be due at the time you submit your application plus the \$30.00 co-sponsored application fee.
- \* All co-sponsored event applications must be submitted at least 6 month prior to the event.
- \* Any application for a co-sponsored event submitted inside the six (6) month time frame will be assessed a non refundable \$1,200.00 late fee.
- \* **The City requires payment in advance for all City services estimated and/or provided for first time events and one of a kind nonrecurring events.**
- \* **Payment will be required at least ten (10) business days prior to the start of the event and shall be in the form of cash, certified check, or an irrevocable bank letter of credit.**
- \* **All first time entities requesting events will be required to complete a credit application.**

## Appendix B President or CEO Responsible Party Information

Please complete the information below for each responsible party.

Name of the **Nonprofit** Corporation: KING Charter Schools

Name of Responsible Party (President or CEO ONLY): Maria Solanki

Title of Responsible Party: Co-Founder

Physical Address of Responsible Party: 6705 W. Flamingo Way S. St. Pete, FL 33707

Phone Number of Responsible Party: 7279006838

Email Address of Responsible Party: kingcharterschools@gmail.com

Nonprofit (Employee Identification Number): 824375985

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Name of the **For-profit** Corporation: NA

Name of Responsible Party (President or CEO ONLY): NA

Title of Responsible Party: NA

Physical Address of Responsible Party: NA

Phone Number of Responsible Party: NA

Email Address of Responsible Party: NA

For-profit (Employee Identification Number) NA

**Please include a copy of the the current IRS Nonprofit Affidavit / For Profit**

What method of invoicing would your organization prefer?

BY Mail

Contact Name

Address

City, State, Zip

BY EMAIL

Email Address:

kingcharterschools@gmail.com

**APPENDIX C  
STATEMENT OF REVENUE AND EXPENSES FORM  
PRIOR YEAR'S EVENT  
(Must be completed)**

Name of Event:   
 Date(s) of Event:  -

**I. REVENUE SOURCES (attach sheet if more space is needed)**

	<b>Amount</b>
1. Vendor Booths	800
2. Grants	5000
3. Sponsorship of Activities	500
4.	
5.	
6.	
7.	
8. Total:	6300
<b>TOTAL GROSS REVENUE</b>	

**II. EXPENSES (attach sheet if more space is needed)**

1. Bouncy House	777
2. Face Painter	345
3. Balloon Artist	150
4. Radio Ads	1000
5. Yard Signs	327.13
6. Facebook Ads	1407
7. Parking Lot Rental	167
8. Insurance	385
9. Fees from the park including rental of chair, permit, cleanup fees	1399
10. Magician	125
11. Wristband	49
12.	
<b>TOTAL OPERATING EXPENSES</b>	
<b>TOTAL NET INCOME</b>	

**III. ALLOCATION OF NET INCOME (attach sheet if more space is needed)**

1.	
2.	
3.	
4.	
5.	
6.	
<b>TOTAL ALLOCATION OF NET INCOME</b>	

Prepared by:  Date:



**CITY OF ST. PETERSBURG/COMMUNITY AFFAIRS DIVISION**  
**ACCESSIBILITY CHECKLIST AND EVENT APPLICATION**

Event Name: St. Pete Community Festival Event Date(s): 03-22-2025  
 Event Location: Campbell Park  
 Event Representative: Maria Solanki  
 Address: 6705 W Flamingo Way S. St. Petersburg, FL - 33707  
 Phone: 312-292-6484 Fax: \_\_\_\_\_ E-Mail: kingcharterschools@gmail.com  
 Event Website: \_\_\_\_\_

**1. Parking:**

a. If you expect that participants will be parking in city-owned parking facilities for your event, have you contacted the parking manager in the Department of Transportation and Parking to discuss your needs?

Yes. \_\_\_\_\_ No. \_\_\_\_\_ N/A \_\_\_\_\_

b. If you are using private property for additional parking, you will need to follow the guidelines below:

\*\*The number of accessible parking spaces per lot or parking facility shall comply with the table below:

Total Spaces in Parking Lot	Accessible Spaces Required
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
150 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1000	2% of total
1001 and Over	20 Plus 1 for Each 100 Over 1000

\*\*Please note that there are also specific size requirements and signage requirements for parking spaces that can be found in Ch. 553.5041 of the Florida Statutes or Chapter 11 of the Florida Building Code.

c. Are your private parking facilities in compliance with Ch. 553.5041 of the Florida Statutes or the Florida Building Code?

Yes. \_\_\_\_\_ No. \_\_\_\_\_ N/A \_\_\_\_\_

2. **Portable Toilet Units:**

\*\*For single user portable toilet or bathing units clustered at a single location, at least five percent (5%) but no less than one accessible toilet unit shall be installed in each grouping and they should be placed on an accessible route. If only one is provided in a location, it should be accessible.

- a. Total Number of Portable Units: 0
- b. Total Number of Accessible Portable Units: 0
- c. Is there at least one accessible unit in each group including accessible hand washing facilities (even if the group is a single unit)?  
Yes \_\_\_\_\_ No \_\_\_\_\_ N/A ✓

3. **Accessible Routes:**

- a. Do you plan to have any entrance or exit areas to the event, or is the event open to the public with no restricted access?  
Open: ✓ Restricted/Ticketed: \_\_\_\_\_
- b. If restricted, are your entrances and exits (means of egress, including emergency exits) at least 44 inches wide and free from barriers to provide an accessible route? In addition, the "gate" or entry "door" must provide a minimum of a 32" clear opening.  
Yes \_\_\_\_\_ No \_\_\_\_\_

\* If any of your entrances and/or exits do not have the 32-inch minimum clearance, please document the reasons for the restriction and whether you have alternative entrances and exits that are marked with signs.

- c. If you have a passenger loading/unloading zone, is it accessible?  
Yes \_\_\_\_\_ No \_\_\_\_\_ N/A ✓
- d. Is the route of travel through the event stable, firm, free from obstructions, slip resistant and at least 36 inches wide?  
Yes ✓ No \_\_\_\_\_

\*If you are using ancillary ramps to provide access, please document that below (all ramps shall be at a ratio of no more than 1:12' - 1 inch incline to each foot in length):

Check Here: \_\_\_\_\_

\* City of St. Petersburg Parks and Recreation Department have for your use the following for an additional fee to install by city staff: Mobi-Mats – They are used to create an equal access pathway for all recreational users if needed.

4. **Vendors and Activities:**

\*\*The tops of accessible tables and counters should be between 28 – 34 inches above the finished floor or ground and should be on an accessible route.

- a. Are all of the vendors and planned activities accessible to persons with disabilities?  
Yes. ✓ No \_\_\_\_\_

\*If no, please provide a necessary reason why they are not all located on an accessible pathway or do not have displays that conform to guidelines.

- b. Will your food and other counters/vendors have accessible displays?  
 Yes  No  N/A
- c. Is there any seating available for dining?  
 Yes  No
- d. If yes, is at least 5% of the seating accessible? (For example, has space available for a wheelchair; table has at least 27 inches of knee clearance.)  
 Yes  No
- e. Do you plan to have any seating available for viewing concerts or other performances?  
 Yes  No  N/A
- f. If yes, do you have a section reserved with accessible, unobstructed viewing for persons with disabilities and their companions?  
 Yes  No
- g. Do you plan to have sign-language interpreters or any other auxiliary aids or services available for persons with disabilities?  
 Yes  No  N/A

\*If yes, please provide details about those below:

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- h. \_\_\_\_\_ (Please initial here.) Yes, I am prepared and willing to grant all reasonable requests for accommodations for this event.

\*\* All reasonable requests for accommodations must be granted pursuant to applicable laws, unless a request would result in a fundamental alteration in the nature of services or activities, or would result in undue financial and administrative burdens. Prior to denying any request for accommodation, you must contact the Community Affairs Division for a review of compliance with applicable laws.

**5. Signage and Marketing:**

\*\*Appropriately sized signs with the international symbol of accessibility illustrated below help people identify facilities that are accessible at your event. Directional signs should be provided in highly contrasting colors, such as white on black or black on white. The characters on the signs should be at least between 5/8 and 2 inches in length, and the signs should be highly visible and not blocking accessible routes of travel.

- a. Will you have appropriate, visible signage to inform people with disabilities about all accessible facilities at your event?  
 Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

**\*Please add the following language or similar language to event marketing materials, including your Web site.**

"This event was designed to provide equal opportunity for enjoyment by all participants. If you would like to request any particular aids or services pursuant to disability laws, please contact the event planner at (EVENT PHONE NUMBER) or City of St Petersburg Community Affairs Division at (727) 893-7345 or (727) 892-5259 TDD/TTY"



b. Will you have appropriate, visible signage to inform people with disabilities about all accessible facilities at your event? Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

c. \_\_\_\_\_ (Please initial here.) Printed and/or Web event announcements created by the organization/event I represent will include accessibility language similar to that noted above.

**Please list a contact name and phone number for someone who will be present during the event and can respond to requests related to accessibility issues:**

Contact Name:     Maria Solanki     Phone:     312-292-6484    

Email Address:     kingcharterschools@gmail.com     Fax: \_\_\_\_\_

**Thank you for completing this form. Please return it to the Community Affairs Division with your event accessibility layout diagram/map for signature no later than 15 days prior to your event.**

**Please note that compliance with this checklist/application may not ensure compliance with all of the applicable laws, regulations, ordinances or codes addressing accessibility. These guidelines are provided to enhance accessibility and usability for citizens with disabilities. For more information about accessibility guidelines, please refer to Chapter 553 of the Florida Statutes, Chapter 11 of the Florida Building Code or contact us at 727-893-7345. We look forward to working with you on this event!**

I certify that the answers above are true to the best of my knowledge and intentions:

\_\_\_\_\_  
Signature, Event Representative

\_\_\_\_\_  
Date:

**Maria Solanki**

\_\_\_\_\_  
Print Name, Event Representative

This event has been approved by the Community Affairs Division:

\_\_\_\_\_  
ADA Coordinator

\_\_\_\_\_  
Date

**PLEASE RETURN THIS FORM WITH YOUR EVENT LAYOUT MAP TO:**

**City of St. Petersburg  
Community Affairs Division  
P.O. Box 2842, St. Petersburg, FL 33731-2842  
Phone: 727-893-7345 Fax: 727-551-3247  
E-Mail: Lendel.Bright@stpete.org**

**Additional copies of this form can be found on our Web site at [www.stpete.org/caforms.htm](http://www.stpete.org/caforms.htm)**



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Not For Profit Corporation  
KING CHARTER SCHOOLS INC

### Filing Information

<b>Document Number</b>	N17000011587
<b>FEI/EIN Number</b>	82-4375985
<b>Date Filed</b>	11/20/2017
<b>Effective Date</b>	01/01/2018
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	REINSTATEMENT
<b>Event Date Filed</b>	12/19/2022

### Principal Address

5671 46th ave n  
kenneth city, FL 33709

Changed: 04/30/2024

### Mailing Address

5671 46th ave n  
kenneth city, FL 33709

Changed: 04/30/2024

### Registered Agent Name & Address

DI FIORE SOLANKI, MARIA D  
5671 46th ave n  
kenneth city, FL 33709

Name Changed: 12/19/2022

Address Changed: 04/30/2024

### Officer/Director Detail

#### **Name & Address**

Title D

DI FIORE SOLANKI, MARIA D  
5671 46th ave n  
Kenneth city, FL 33709

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2022	12/19/2022
2023	02/10/2023
2024	04/30/2024

**Document Images**

<a href="#"><u>04/30/2024 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>02/10/2023 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>12/19/2022 -- REINSTATEMENT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>03/21/2021 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>07/05/2020 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/22/2019 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>11/20/2017 -- Domestic Non-Profit</u></a>	<a href="#">View image in PDF format</a>

# Permit



Parks and Recreation  
 1400 19th Street North  
 St. Petersburg, FL, US 33713

PHONE:(727) 893-7441  
 EMAIL:stpeteparksrec@stpete.org

**Permit # R20616**

Status Tentative  
 Date Oct 24, 2024 10:30 AM  
 Expiration Date Dec 22, 2024

<b>Organization Name</b>	King Charter Schools Inc - 1128	<b>Organization Phone 1</b>	+1 (312) 292-6484
<b>Customer Type</b>	Non-Profit (Tax-Exempt)	<b>Number</b>	
<b>Organization Address</b>	6705 W FLAMINGO WAY S ST PETERSBURG, FL 33707		
<b>Agent Name</b>	Maria Solanki	<b>Primary Phone</b>	(727) 222-2157
		<b>Number</b>	
		<b>Email Address</b>	mariasolanki@gmail.com
<b>System User</b>	45937		

Rental Fee	\$60.00
Discounts	\$0.00
Subtotal	\$60.00
Deposits	\$0.00
Deposit Discounts	\$0.00
<b>Total Permit Fee</b>	<b>\$60.00</b>
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$60.00

<b>ST. PETE COMMUNITY FESTIVAL</b>		1 resource(s)	1 booking(s)	Subtotal: \$60.00
Booking Summary				
<b>CAP Park (Cosponsored Event)</b>			<b>Center: Campbell Park</b>	
<b>START DATE/TIME</b>	<b>END DATE/TIME</b>	<b>ATTENDEE</b>	<b>AMT W/O TAX</b>	
Sat, Mar 22, 2025 7:00 AM	Sat, Mar 22, 2025 8:00 PM	400	\$0.00	
<b>Resource level fees</b>			<b>\$60.00</b>	

<b>Custom Questions</b>	
<b>QUESTION</b>	<b>ANSWER</b>
Will this event be having beer or wine?	Yes
Will this event be having fireworks?	No
Will this event be having liquor?	No
Will this event be using fencing?	Yes

Payment Schedules		Original Balance: \$60.00			Current Balance: \$60.00
DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE	
Nov 29, 2024	\$60.00	\$0.00	\$0.00	\$60.00	

**CITY OF ST. PETERSBURG  
PARKS & RECREATION DEPARTMENT  
CO-SPONSORED EVENT APPLICATION**



Date Received: \_\_\_\_\_  
 Check or Cash: \_\_\_\_\_  
 Application #: 82  
 Packet: \_\_\_\_\_  
 Permit #: 800

Event Title: Winter Pride Phone No.: (727) 828-7006 Fax No.: \_\_\_\_\_

Entity Name: Grand Central District Association Federal I.D. Number: 59-3670910

Event Date(s): 2/16/25, 2/22/25, 2/23/25 Location: Central Avenue - Grand Central District

Day 1 of Event: 2/16/25 Time Gates Open: 4pm Ending Time: 12am

Day 2 of Event: 2/22/25 Time Gates Open: 11am Ending Time: 5pm

Day 3 of Event: 2/23/25 Time Gates Open: 12pm Ending Time: 5pm

Application Prepared by: Christian Arnold Phone: (727) 828-7006

Title: Executive Director Cell Phone: (727) 307-7944

Address: PO Box 15788 City: St Petersburg State: FL Zip: 33733

Email Address: grandcentraldistrict@gmail.com

Additional Contact Person: Christian Arnold Day Phone: \_\_\_\_\_

What month/year were you incorporated as nonprofit? 2003

List all 501(c)3 entities that will benefit from this event. Grand Central District Association and others to be invited to participate

Name of the for-profit entity? \_\_\_\_\_

**Describe your event with details.**

A smaller, winter version of Pride in Grand Central. A kick-off party on the evening of Sunday 2/16/25 followed by a two-day street festival the following weekend. The Saturday 2/22/25 festival will have typical street vendors, food trucks etc and activities will be centered around drag queen soap box car races marketed as "drag races". The Sunday 2//23/25 festival will be a smaller version of our long-time Grand Central Street Festival in June....street vendors, performers, food trucks etc...

**Describe what economic benefit and impact this event will bring to St. Petersburg.**

This festival is being created to replicate the significant economic impact our June festival has by bringing thousands of people to the Grand Central District and St Pete....with, hopefully, better weather!

Each co-sponsored entity must possess liability insurance naming the City of St. Petersburg as an additional insured and secure said insurance in the amount determined by the City.

Does your group presently have liability insurance?  YES  NO How much? \$1,000,000

Are there plans to sell or distribute beer/wine at your event?  YES  NO

Will there be an admission / registration fee?  YES  NO Advanced Fee: \_\_\_\_\_ Day of: \_\_\_\_\_

Please provide the website address for your event. www.grandcentraldistrict.org

Please provide a phone number that can be advertised to the public. (727) 828-7006

What is the estimated attendance for this event? Spectators 10,000 Participants 100 Last Year's Total Attendance 0

Please check the equipment and/or facilities you are requesting.

Recreation Equipment

Showmobile (Yes/No)

# Bleacher(s) needed. Each bleacher approx. 180 people)

Tables (6 ft) # needed  Chairs # needed

Public Address System

# of portable risers needed (4 in. x 8 in. x 16 in. sections)

Special Events Facilities

Mahaffey Theater

Coliseum

Sunken Gardens

Boyd Hill

Non-City Locations

Which Location?

**The following departments may provide and charge for additional services. You will be provided cost estimates in your Co-sponsored Agreement.**

- POLICE: Public Safety Personnel, Marine Services
- TRAFFIC: Personnel, Equipment (cones, barricades, no parking signs)
- FIRE: Paramedics, Inspectors
- PARKS SERVICES: Cleanup Personnel, Dumpster(s), Trash Receptacles, Event Site Preparation and Restoration
- RECREATION SERVICES: On-site Presence, Logistics Help, Liaison with Other Ddepartments

**Note: The City does not provide tents, Port-O-Lets, or large quantities of tables and chairs.**

I certify that the event will be open to all citizens and that individuals will not be barred from participation due to race, creed, color, national origin, sex, age, or physical impairment. I understand that a financial report of the event is due in the Parks and Recreation office within 30 days of the completion of the event. I also understand that the City is to be shown as a co-sponsor on any promotional materials produced for the event. I agree to obtain the required liability insurance and to secure all necessary city/county/state permits/licenses. I further certify that the facts contained in this application are accurate.

Name:	Christian Arnold	Title:	Executive Director	Date:	8/15/24
Co-Sign:	Lauren Westmoreland	Title:	President	Date:	8/15/24

- NOTE: a. **If person/entity preparing this application is not representing a nonprofit entity, the application must be co-signed by someone from a sponsoring nonprofit entity. A copy of the sponsoring entity's 501(c)3 designation must accompany this application.**
- b. **If your entity has outstanding financial obligations with any department within the City of St. Petersburg, your application will not be processed until debt is paid.**
- c. **Applications lacking information or the required completed appendixes listed below will not be processed.**

PLEASE ATTACH THE FOLLOWING

1. Route map for parade, run, walk, and/or bike event.
2. Site map of event and detail schedule of each day's events including open and close times.
3. Complete Appendix B and Appendix C.
4. Check for \$30.00 for co-sponsored application processing (non-refundable).
5. Check for park permit fee. See Appendix A for fee structure.
6. A copy of 501(c)3 designation (if applicable)

FOR FURTHER INFORMATION, PLEASE CALL LYNN GORDON, PARKS & RECREATION MANAGER, 727-893-7766 or EMAIL: StPeteEvents@stpete.org

PARKS & RECREATION DEPARTMENT  
CO-SPONSORED EVENTS  
SUMMARY SHEET

Review and check all conditions which apply to this event: Note the corresponding obligation for each condition.

<u>Condition</u>		<u>Obligation</u>
<input type="checkbox"/> Public Invited		General Liability Insurance
<input type="checkbox"/> Located in Park		Park Permit
<input checked="" type="checkbox"/> Vending Product / Merchandise Sales		Occupational License
<input checked="" type="checkbox"/> Vending Food / Beverage		Health Inspection
<input checked="" type="checkbox"/> Vendors / Exhibitors	How many? <input style="border: 1px solid black; padding: 2px 20px;" type="text" value="Over 30 Vendors / Exhibitors"/>	Alcohol Permit
<input checked="" type="checkbox"/> Vending Beer / Wine		Additional insurance Required
<input checked="" type="checkbox"/> Erecting Tents - Larger than 10ft x 12ft	How many? <input style="border: 1px solid black; padding: 2px 20px;" type="text" value="1"/>	Temporary Structure Permit
<input type="checkbox"/> Fence Installation	What type? <input style="border: 1px solid black; width: 100%; height: 20px;" type="text"/>	Temporary Structure Permit
<input type="checkbox"/> Other Structures	What structure? <input style="border: 1px solid black; width: 100%; height: 20px;" type="text"/>	Temporary Structure Permit
<input type="checkbox"/> Open Flame Food Preparation		Fire Inspection Permit
<input type="checkbox"/> Pyrotechnics		Fireworks Permit
<input checked="" type="checkbox"/> Require Street Closure		Parade or Street Closure Permit(s)
<input checked="" type="checkbox"/> VIP Area		
<input checked="" type="checkbox"/> Staging	<input checked="" type="checkbox"/> Professional <input type="checkbox"/> Showmobile <input type="checkbox"/> Other	
<input checked="" type="checkbox"/> Amplified Sound	<input checked="" type="checkbox"/> Performers <input type="checkbox"/> Announcement Only	
<input type="checkbox"/> Security	<input type="checkbox"/> Daytime - Private <input type="checkbox"/> Overnight - Private <input type="checkbox"/> Event Time Frame - SPPD	
<input checked="" type="checkbox"/> Sanitary Facilities - Port-O-Lets	Regular Units <input style="border: 1px solid black; padding: 2px 20px;" type="text" value="20"/> Disabled Units <input style="border: 1px solid black; padding: 2px 20px;" type="text" value="4"/> Hand Washing <input style="border: 1px solid black; padding: 2px 20px;" type="text" value="4"/>	
<input type="checkbox"/> Off-site Parking / Shuttle		
<input type="checkbox"/> Semitruck / Tractor Trailer		

Marketing: Please check all that apply.

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Invitations          | <input checked="" type="checkbox"/> Radio      |
| <input checked="" type="checkbox"/> Posters / Flyers     | <input checked="" type="checkbox"/> Television |
| <input checked="" type="checkbox"/> Newspaper / Internet | <input type="checkbox"/> Remote Broadcast      |

**City logo should be used in any promotional materials, posters, flyers, ads, website, public service announcements, and press releases.**



Electrical Requirements:

Does your event require any power needs using more than the standard 110/20amp located in the parks?  YES  NO

If YES, check all that apply.  RV'S  Coffee Vendors  Ice Bins  Freezers  Ice Cream Vendors  Catering Trucks  
 Other:

Please explain the details of the above items checked. Tell us how much and what type of power they would require.

Will you supply your own generators?  YES  NO

Will your event have a licensed electrician on-site during the event?  YES  NO If YES, who?

Will your event be requesting any variances from City policies or procedures? If YES, please explain.

If City permits, licenses, or services are required for event, who will pay for them?

Name: 

Grand Central District Association

 Phone: 

(727) 828-7006

  
Address (including zip): 

PO Box 15788, St Petersburg, FL 33733

Type of music, # of stages, and # of bands.

1 Stage on privately owned lot across from Cocktail St Pete

List Vending Products. Name & Provider.

TBD

For Use of Beer/Wine - Please provide name, address and phone number of the sponsoring 501(c)3 or catering company.

Grand Central District Association

Explain subject/purpose of all speeches/demonstrations which will occur.

Discuss your load in/load out parking needs, include times and dates.

TBD, but smaller in size and scope to our street festival in June

Other Comments: Please describe your fee structure.

We'll be charging standard vending fees for vendors/food trucks and will be developing a sponsor's package for larger organizations.

Other comments:

I represent and warrant that the purpose of the proposed activity/event and conduct of the sponsor(s) and the participants shall conform to all requirements of law and all ordinances of the State of Florida, Pinellas County, and the City of St. Petersburg including, but not limited to, City noise ordinances and Parks and Recreation Department Policies and Procedures. I acknowledge that failure to observe such laws, ordinances, or policies and procedures will result in an immediate cancellation of the event and all permits.

**WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THE PARKS AND RECREATION DEPARTMENT POLICIES AND PROCEDURES PERTAINING TO THE USE OF PARKS AND THE PARK RULES SET FORTH IN ARTICLE II, CHAPTER 21, OF THE ST. PETERSBURG CITY CODE, INCLUDING BUT NOT LIMITED TO THE INDEMNIFICATION AND INSPECTION OBLIGATIONS ASSUMED BY ME AND THE PERSON OR ENTITY ON WHOSE BEHALF THIS APPLICATION IS BEING MADE.**

***I certify that the facts contained in this application are accurate.***

Name:  Title:  Date:

## Appendix B President or CEO Responsible Party Information

Please complete the information below for each responsible party.

Name of the **Nonprofit** Corporation:

Name of Responsible Party (President or CEO ONLY):

Title of Responsible Party:

Physical Address of Responsible Party:

Phone Number of Responsible Party:

Email Address of Responsible Party:

Nonprofit (Employee Identification Number):

---

Name of the **For-profit** Corporation:

Name of Responsible Party (President or CEO ONLY):

Title of Responsible Party:

Physical Address of Responsible Party:

Phone Number of Responsible Party:

Email Address of Responsible Party:

For-profit (Employee Identification Number)

**Please include a copy of the the current IRS Nonprofit Affidavit / For Profit**

What method of invoicing would your organization prefer?

BY Mail

Contact Name

Address

City, State, Zip

BY EMAIL

Email Address:

**APPENDIX C  
STATEMENT OF REVENUE AND EXPENSES FORM  
PRIOR YEAR'S EVENT  
(Must be completed)**

Name of Event:

Date(s) of Event:

Name of Event:		
Date(s) of Event:	-	

**I. REVENUE SOURCES (attach sheet if more space is needed)**

**Amount**

1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
<b>TOTAL GROSS REVENUE</b>		

**II. EXPENSES (attach sheet if more space is needed)**

1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
<b>TOTAL OPERATING EXPENSES</b>		
<b>TOTAL NET INCOME</b>		

**III. ALLOCATION OF NET INCOME ( attach sheet if more space is needed)**

1.		
2.		
3.		
4.		
5.		
6.		
<b>TOTAL ALLOCATION OF NET INCOME</b>		

Prepared by:

Date:

Print Application

Submit Application by Email



Department of State / Division of Corporations / Search Records / Search by Entity Name /

## Detail by Entity Name

Florida Not For Profit Corporation  
GRAND CENTRAL DISTRICT ASSOCIATION, INC.

### Filing Information

<b>Document Number</b>	N00000004603
<b>FEI/EIN Number</b>	59-3670910
<b>Date Filed</b>	07/10/2000
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDMENT
<b>Event Date Filed</b>	01/18/2011
<b>Event Effective Date</b>	NONE

### Principal Address

3135 1st Ave N  
Unit 15788  
SAINT PETERSBURG, FL 33730

Changed: 01/24/2023

### Mailing Address

PO Box 15788  
SAINT PETERSBURG, FL 33733

Changed: 01/11/2021

### Registered Agent Name & Address

Arnold, Christian  
3135 1st Ave N  
Unit 15788  
SAINT PETERSBURG, FL 33730

Name Changed: 02/22/2024

Address Changed: 02/22/2024

### Officer/Director Detail

#### **Name & Address**

Title President

Lauren, Westmoreland  
3135 1st Ave N  
Unit 15788  
SAINT PETERSBURG, FL 33730

Title Secretary

Burnett, Sara-Ellen  
3135 1st Ave N  
Unit 15788  
SAINT PETERSBURG, FL 33730

Title Treasurer

Jeffrey , Robert  
3135 1st Ave N  
Unit 15788  
SAINT PETERSBURG, FL 33730

Title Executive Director

Arnold , Christian  
2306 1st Ave N  
St. Petersburg, FL 33713

Title VP

Manual, Lee  
3135 1st Ave N  
Unit 15788  
SAINT PETERSBURG, FL 33730

#### **Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2022	02/10/2022
2023	01/24/2023
2024	02/22/2024

#### **Document Images**

<a href="#">02/22/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/24/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/10/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/11/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/16/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/11/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/15/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/16/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/08/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/15/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>



Check or Cash: \_\_\_\_\_  
Application #: 83  
Packet: \_\_\_\_\_  
Permit #: 88

Event Title: St. Pete Soulfest Phone No.: 727-225-6261 Fax No.: N/A  
Entity Name: Saturday Morning Shoppe, LLC Federal I.D. Number: 86-3104344  
Event Date(s): April 5<sup>th</sup>, 2025 Location: 5<sup>th</sup> Ave So. (from 16<sup>th</sup> St - 20<sup>th</sup> Street  
Day 1 of Event: 4/5/2025 Time Gates Open: 11 AM Ending Time: 8 pm  
Day 2 of Event: — Time Gates Open: — Ending Time: —  
Day 3 of Event: — Time Gates Open: — Ending Time: —

Application Prepared by: Renee Edwards - Perry Phone: 727-225-6261  
Title: CEO + Founder Cell Phone: 727-225-6261  
Address: P O Box 13232 City: ST. PETE State: FL Zip: 33733  
Email Address: Renee@Saturdayshoppes.com  
Additional Contact Person: Eric Perry Day Phone: 773-366-0971

What month/year were you incorporated as nonprofit? \_\_\_\_\_  
List all 501(c)3 entities that will benefit from this event. Saturday Shoppes, Inc.  
Name of the for-profit entity? Saturday Morning Shoppe, LLC.

**Describe your event with details.**

The event will be a large marketplace with a free community concert. Soulfest will bring a large crowd to minority and women owned businesses in St. Petersburg. The event will include bounce houses, local breweries, vendors and food trucks. We will have local talent performing throughout the event.

**Describe what economic benefit and impact this event will bring to St. Petersburg.**

The goal for 2025 is to create a positive economic impact on 200 small local businesses, last year we reached \$163,000 in sales for the 2024 St. Pete Soulfest.

Each co-sponsored entity must possess liability insurance naming the City of St. Petersburg as an additional insured and secure said insurance in the amount determined by the City.

Does your group presently have liability insurance?  YES  NO How much? \$3,000,000  
Are there plans to sell or distribute beer/wine at your event?  YES  NO  
Will there be an admission / registration fee?  YES  NO Advanced Fee: \_\_\_\_\_ Day of: \_\_\_\_\_

Please provide the website address for your event. www.Saturdayshoppes.com

Please provide a phone number that can be advertised to the public. 833-480-SHOP

What is the estimated attendance for this event? Spectators 4,000 Participants 200 Last Year's Total Attendance 2500

Please check the equipment and/or facilities you are requesting.

Recreation Equipment

Showmobile (Yes/No) YES  
# Bleacher(s) needed. Each bleacher approx. 180 people) 3  
Tables (6 ft) # needed 0 Chairs # needed 200  
Public Address System NO  
# of portable risers needed (4 in. x 8 in. x 16 in. sections) 4

Special Events Facilities

Mahaffey Theater  
 Coliseum  
 Sunken Gardens  
 Boyd Hill

Non-City Locations

Which Location?

5<sup>th</sup> Avenue South

The following departments may provide and charge for additional services. You will be provided cost estimates in your Co-sponsored Agreement.

POLICE: Public Safety Personnel, Marine Services  
TRAFFIC: Personnel, Equipment (cones, barricades, no parking signs)  
FIRE: Paramedics, Inspectors  
PARKS SERVICES: Cleanup Personnel, Dumpster(s), Trash Receptacles, Event Site Preparation and Restoration  
RECREATION SERVICES: On-site Presence, Logistics Help, Liaison with Other Departments

**Note:** The City does not provide tents, Port-O-Lets, or large quantities of tables and chairs.

I certify that the event will be open to all citizens and that individuals will not be barred from participation due to race, creed, color, national origin, sex, age, or physical impairment. I understand that a financial report of the event is due in the Parks and Recreation office within 30 days of the completion of the event. I also understand that the City is to be shown as a co-sponsor on any promotional materials produced for the event. I agree to obtain the required liability insurance and to secure all necessary city/county/state permits/licenses. I further certify that the facts contained in this application are accurate.

Name: Reneae Edwards - Perry Title: CEO + Founder Date: 7/10/2024  
Co-Sign: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

- NOTE: a. **If person/entity preparing this application is not representing a nonprofit entity, the application must be co-signed by someone from a sponsoring nonprofit entity. A copy of the sponsoring entity's 501(c)3 designation must accompany this application.**  
b. **If your entity has outstanding financial obligations with any department within the City of St. Petersburg, your application will not be processed until debt is paid.**  
c. **Applications lacking information or the required completed appendixes listed below will not be processed.**

PLEASE ATTACH THE FOLLOWING

1. Route map for parade, run, walk, and/or bike event.
2. Site map of event and detail schedule of each day's events including open and close times.
3. Complete Appendix B and Appendix C.
4. Check for \$30.00 for co-sponsored application processing (non-refundable).
5. Check for park permit fee. See Appendix A for fee structure.
6. A copy of 501(c)3 designation (if applicable)

FOR FURTHER INFORMATION, PLEASE CALL LYNN GORDON, PARKS & RECREATION MANAGER,  
727-893-7766 or EMAIL: [StPeteEvents@stpete.org](mailto:StPeteEvents@stpete.org)



PARKS & RECREATION DEPARTMENT  
 CO-SPONSORED EVENTS  
 SUMMARY SHEET

Review and check all conditions which apply to this event: Note the corresponding obligation for each condition.

Condition		Obligation
<input checked="" type="checkbox"/> Public Invited		General Liability Insurance
<input type="checkbox"/> Located in Park		Park Permit
<input checked="" type="checkbox"/> Vending Product / Merchandise Sales		Occupational License
<input checked="" type="checkbox"/> Vending Food / Beverage		Health Inspection
<input checked="" type="checkbox"/> Vendors / Exhibitors	How many? <u>100 Vendors</u>	Alcohol Permit
<input checked="" type="checkbox"/> Vending Beer / Wine		Additional insurance Required
<input type="checkbox"/> Erecting Tents - Larger than 10ft x 12ft	How many? _____	Temporary Structure Permit
<input type="checkbox"/> Fence Installation	What type? _____	Temporary Structure Permit
<input type="checkbox"/> Other Structures	What structure? _____	Temporary Structure Permit
<input checked="" type="checkbox"/> Open Flame Food Preparation		Fire Inspection Permit
<input type="checkbox"/> Pyrotechnics		Fireworks Permit
<input checked="" type="checkbox"/> Require Street Closure		Parade or Street Closure Permit(s)
<input checked="" type="checkbox"/> VIP Area		
<input checked="" type="checkbox"/> Staging	<input type="checkbox"/> Professional <input type="checkbox"/> Showmobile <input type="checkbox"/> Other	
<input checked="" type="checkbox"/> Amplified Sound	<input checked="" type="checkbox"/> Performers <input type="checkbox"/> Announcement Only	
<input checked="" type="checkbox"/> Security	<input type="checkbox"/> Daytime - Private <input type="checkbox"/> Overnight - Private <input checked="" type="checkbox"/> Event Time Frame - SPPD	
<input checked="" type="checkbox"/> Sanitary Facilities - Port-O-Lets	Regular Units <u>10</u> Disabled Units <u>5</u> Hand Washing <u>3</u>	
<input type="checkbox"/> Off-site Parking / Shuttle		
<input type="checkbox"/> Semitruck / Tractor Trailer		

Marketing: Please check all that apply.

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Invitations          | <input checked="" type="checkbox"/> Radio            |
| <input checked="" type="checkbox"/> Posters / Flyers     | <input checked="" type="checkbox"/> Television       |
| <input checked="" type="checkbox"/> Newspaper / Internet | <input checked="" type="checkbox"/> Remote Broadcast |

**City logo should be used in any promotional materials, posters, flyers, ads, website, public service announcements, and press releases.**

Does your event require any power needs using more than the standard 110/20amp located in the parks?  YES  NO

If YES, check all that apply.  RV'S  Coffee Vendors  Ice Bins  Freezers  Ice Cream Vendors  Catering Trucks

Other:

Please explain the details of the above items checked. Tell us how much and what type of power they would require.

N/A

Will you supply your own generators?  YES  NO

Will your event have a licensed electrician on-site during the event?  YES  NO If YES, who? \_\_\_\_\_

Will your event be requesting any variances from City policies or procedures? If YES, please explain.

NO

If City permits, licenses, or services are required for event, who will pay for them?

Name: Saturday Shoppes, Inc.

Phone: 833 - 480 - SHOP

Address (including zip): P O Box 13232 St. Pete, FL 33733

Type of music, # of stages, and # of bands.

Live R&B, Jazz, and Blues. One Stage. 3-4 bands

List Vending Products. Name & Provider.

Varies

For Use of Beer/Wine - Please provide name, address and phone number of the sponsoring 501(c)3 or catering company.

N/A

Explain subject/purpose of all speeches/demonstrations which will occur.

We will only have live bands, no speeches.

Discuss your load in/load out parking needs, include times and dates.

We will load in 3 hours before the event, and all vendors will be setup an hour before event starts.

Other Comments: Please describe your fee structure.

The fees are as follows: Vendors (product) \$150<sup>00</sup>, Food trucks \$250<sup>00</sup>, sponsor/information booth are \$200<sup>00</sup>.

Other comments:

St. Pete soulfest will continue to empower minority and women owned businesses.

I represent and warrant that the purpose of the proposed activity/event and conduct of the sponsor(s) and the participants shall conform to all requirements of law and all ordinances of the State of Florida, Pinellas County, and the City of St. Petersburg including, but not limited to, City noise ordinances and Parks and Recreation Department Policies and Procedures. I acknowledge that failure to observe such laws, ordinances, or policies and procedures will result in an immediate cancellation of the event and all permits.

**WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THE PARKS AND RECREATION DEPARTMENT POLICIES AND PROCEDURES PERTAINING TO THE USE OF PARKS AND THE PARK RULES SET FORTH IN ARTICLE II, CHAPTER 21, OF THE ST. PETERSBURG CITY CODE, INCLUDING BUT NOT LIMITED TO THE INDEMNIFICATION AND INSPECTION OBLIGATIONS ASSUMED BY ME AND THE PERSON OR ENTITY ON WHOSE BEHALF THIS APPLICATION IS BEING MADE.**

*I certify that the facts contained in this application are accurate.*

Name: R. D. Perry Title: CEO + Founder Date: 7/10/2024

**Appendix B  
President or CEO  
Responsible Party Information**

Please complete the information below for each responsible party.

Name of the **Nonprofit** Corporation: Saturday Shoppes, Inc.  
Name of Responsible Party (President or CEO ONLY): Renee Edwards-Perry  
Title of Responsible Party: CEO  
Physical Address of Responsible Party: 1835 44<sup>th</sup> Street South  
Phone Number of Responsible Party: 727-225-6261  
Email Address of Responsible Party: Renee@SaturdayShoppes.com  
Nonprofit (Employee Identification Number): 93-2961520

Name of the **For-profit** Corporation: Saturday Morning Shoppe, LLC.  
Name of Responsible Party (President or CEO ONLY): Renee Edwards-Perry  
Title of Responsible Party: CEO  
Physical Address of Responsible Party: P.O. Box 13232 St. Pete, FL 33733  
Phone Number of Responsible Party: 727-225-6261  
Email Address of Responsible Party: Renee@SaturdayShoppes.com  
For-profit (Employee Identification Number) 86-3104344

**Please include a copy of the the current IRS Nonprofit Affidavit / For Profit**

What method of invoicing would your organization prefer?

BY Mail

Contact Name

Address

City, State, Zip

BY EMAIL

Email Address:

Renee@SaturdayShoppes.com

**APPENDIX A**  
**STATEMENT OF REVENUE AND EXPENSES FORM**  
**PRIOR YEAR'S EVENT**  
 (Must be completed)

Name of Event: ST. PETE WWT FEST  
 Date(s) of Event: 4/5/2025 - 4/5/2025

**I. REVENUE SOURCES (attach sheet if more space is needed)**

**Amount**

1.	City of St. Pete (in-kind) donation	\$15,000
2.	City of St. Pete reimbursement payment	\$15,000
3.		
4.		
5.		
6.		
7.		
8.		
<b>TOTAL GROSS REVENUE</b>		

**II. EXPENSES (attach sheet if more space is needed)**

1.	3 entertainers (Beatdown, Maillon Boone, Shawn Brown)	\$5500.00
2.	1 start up entertainer (Crystal Capehart)	\$2000.00
3.	Sound and Amps. (Miller's studios)	\$2000.00
4.	DJ Capplegate ENT)	\$600.00
5.	Marketing (facebook/instagram/ I love the burg	\$3291.00
6.	Portolets & Tables/Tents/Chairs	\$1934.00
7.	Clean up crew (after the event)+Event Staff	\$950.00
8.	Rental Vehicle (Enterprise rental truck)	\$480.00
9.	Signage	\$549.00
10.	Rays Security	\$700.00
11.		
12.		
<b>TOTAL OPERATING EXPENSES</b>		<b>18,004.00</b>
<b>TOTAL NET INCOME</b>		

**III. ALLOCATION OF NET INCOME ( attach sheet if more space is needed)**

1.		
2.		
3.		
4.		
5.		
6.		
<b>TOTAL ALLOCATION OF NET INCOME</b>		

Prepared by: R. D. Perry

Date: 7/10/2024

Print Application

Submit Application by  
Email



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Limited Liability Company  
SATURDAY MORNING SHOPPE LLC

### Filing Information

<b>Document Number</b>	L21000219814
<b>FEI/EIN Number</b>	N/A
<b>Date Filed</b>	05/11/2021
<b>Effective Date</b>	05/11/2021
<b>State</b>	FL
<b>Status</b>	ACTIVE

### Principal Address

1 Tropicana Dr  
ST. PETERSBURG, FL 33712

Changed: 02/10/2022

### Mailing Address

P O Box 13232  
SAINT PETERSBURG, FL 33733

Changed: 02/10/2022

### Registered Agent Name & Address

EDWARDS, RENEE D  
2901 54TH AVENUE SOUTH  
SAINT PETERSBURG, FL 33711

### Authorized Person(s) Detail

#### **Name & Address**

Title CEO

EDWARDS, RENEE  
3626 13TH AVE S  
SAINT PETERSBURG, FL 33711

Title Authorized Member

FITZPATRICK, JAYLUND  
1 Tropicana Dr  
ST. PETERSBURG, FL 33712

Title Authorized Member

ELLIOTT, CHRISTIAN

1 Tropicana Dr

ST. PETERSBURG, FL 33712

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2022	02/10/2022
2023	05/01/2023
2024	05/01/2024

**Document Images**

<a href="#">05/01/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/01/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/10/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/11/2021 -- Florida Limited Liability</a>	<a href="#">View image in PDF format</a>



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## Detail by Entity Name

Florida Not For Profit Corporation  
SATURDAY SHOPPES, INC.

### Filing Information

<b>Document Number</b>	N23000009898
<b>FEI/EIN Number</b>	APPLIED FOR
<b>Date Filed</b>	06/14/2023
<b>State</b>	FL
<b>Status</b>	ACTIVE

### Principal Address

1835 44th Street South  
St. Petersburg, FL 33711

Changed: 05/01/2024

### Mailing Address

1835 44th Street South  
St. Petersburg, FL 33711

Changed: 05/01/2024

### Registered Agent Name & Address

EDWARDS, RENEE  
1835 44th Street South  
St. Petersburg, FL 33711

Address Changed: 05/01/2024

### Officer/Director Detail

#### **Name & Address**

Title D

EDWARDS- PERRY, RENEE  
1835 44th Street South  
St. Petersburg, FL 33711

Title D



ELLIOTT, CHRISTIAN  
3626 13TH AVE. SOUTH  
ST. PETERSBURG, FL 33711

Title D

FITZPATRICK, JAYLUND  
3626 13TH AVE. SOUTH  
ST. PETERSBURG, FL 33711

Title Director

Fitzpatrick, Jakara K  
1835 44th Street South  
St. Petersburg, FL 33711

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2024	05/01/2024

**Document Images**

<a href="#">05/01/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/14/2023 -- Domestic Non-Profit</a>	<a href="#">View image in PDF format</a>

**CITY OF ST. PETERSBURG  
PARKS & RECREATION DEPARTMENT  
CO-SPONSORED EVENT APPLICATION**



Date Received: \_\_\_\_\_  
 Check or Cash: \_\_\_\_\_  
 Application #: 84  
 Packet: \_\_\_\_\_  
 Permit #: \_\_\_\_\_

Event Title: St.Pete Italian Fest Phone No.: 727-580-9328 Fax No.: \_\_\_\_\_

Entity Name: Luxe Fashion Group LLC Federal I.D. Number: 43-2316699

Event Date(s): ~~4/25/2025~~ ~~4/26/2025~~ 5/17 Location: Vinoy Park

Day 1 of Event: Set up Time Gates Open: 10:00am Ending Time: 5:00pm

Day 2 of Event: 7:00am set up Time Gates Open: 10:00am Ending Time: 5:00pm

Day 3 of Event: \_\_\_\_\_ Time Gates Open: \_\_\_\_\_ Ending Time: \_\_\_\_\_

Application Prepared by: Donna Crowley Phone: 727-580-9328

Title: Owner Cell Phone: 727-580-9328

Address: 2950 Eagles Nest Dr City: Palm Harbor State: FL Zip: 34683

Email Address: donacrowley@gmail.com

Additional Contact Person: \_\_\_\_\_ Day Phone: \_\_\_\_\_

What month/year were you incorporated as nonprofit? 11/04/2003

List all 501(c)3 entities that will benefit from this event. Gulfport Senior Center, Crisis Center of Tampa Bay

Name of the for-profit entity? Luxe Fashion Group LLC

**Describe your event with details.**

The St.Pete Italian Fest is an annual celebration of everything Italian. The festival will include delicious Italian style food, vendors, Italian show cars, performances, and festive music. The festival is a family oriented, ticketed event open to the public. Set up will begin the day prior to the event with fencing and larger event items such as staging, tents, etc. Load in for vendors will begin at 7:00am on event day. The Italian show cars will enter starting at 7:30am on event day. The festival will begin at 10:00am with Italian style music. Attendees will enjoy shopping, dining, cars, watching live performances, and listening to music. At 5:00pm vendors will begin break down. Breakdown will be from 5:00pm - 9:00pm on event day.

**Describe what economic benefit and impact this event will bring to St. Petersburg.**

The Italian Fest offers a truly authentic experience through art, music, performances, and Italian cuisine. Being a cultural festival, the Italian Fest attracts many visitors to St.Petersburg. Hence, having a significant impact on tourism and hospitality industries. Festival attendees and participants will enjoy everything downtown St.Petersburg has to offer including shopping, dining, and hotels. Furthermore, the event will bring awareness and raise funds for local non-profit organizations benefiting our community and the lives of families in need.

Each co-sponsored entity must possess liability insurance naming the City of St. Petersburg as an additional insured and secure said insurance in the amount determined by the City.

Does your group presently have liability insurance?  YES  NO How much? \_\_\_\_\_

Are there plans to sell or distribute beer/wine at your event?  YES  NO

Will there be an admission / registration fee?  YES  NO Advanced Fee: \$15 Day of: \$25

Please provide the website address for your event. www.stpeteitalianfest.com

Please provide a phone number that can be advertised to the public. 813-580-9000

What is the estimated attendance for this event? Spectators 4000 Participants 100 Last Year's Total Attendance 4000

Please check the equipment and/or facilities you are requesting.

Recreation Equipment

Showmobile (Yes/No)   
# Bleacher(s) needed. Each bleacher approx. 180 people)   
Tables (6 ft) # needed  Chairs # needed   
Public Address System   
# of portable risers needed (4 in. x 8 in. x 16 in. sections)

Special Events Facilities

Mahaffey Theater  
 Coliseum  
 Sunken Gardens  
 Boyd Hill

Non-City Locations

Which Location?

**The following departments may provide and charge for additional services. You will be provided cost estimates in your Co-sponsored Agreement.**

POLICE: Public Safety Personnel, Marine Services  
TRAFFIC: Personnel, Equipment (cones, barricades, no parking signs)  
FIRE: Paramedics, Inspectors  
PARKS SERVICES: Cleanup Personnel, Dumpster(s), Trash Receptacles, Event Site Preparation and Restoration  
RECREATION SERVICES: On-site Presence, Logistics Help, Liaison with Other Departments

**Note: The City does not provide tents, Port-O-Lets, or large quantities of tables and chairs.**

I certify that the event will be open to all citizens and that individuals will not be barred from participation due to race, creed, color, national origin, sex, age, or physical impairment. I understand that a financial report of the event is due in the Parks and Recreation office within 30 days of the completion of the event. I also understand that the City is to be shown as a co-sponsor on any promotional materials produced for the event. I agree to obtain the required liability insurance and to secure all necessary city/county/state permits/licenses. I further certify that the facts contained in this application are accurate.

Name:  Title:  Date:   
Co-Sign:  Title:  Date:

- NOTE: a. **If person/entity preparing this application is not representing a nonprofit entity, the application must be co-signed by someone from a sponsoring nonprofit entity. A copy of the sponsoring entity's 501(c)3 designation must accompany this application.**  
b. **If your entity has outstanding financial obligations with any department within the City of St. Petersburg, your application will not be processed until debt is paid.**  
c. **Applications lacking information or the required completed appendixes listed below will not be processed.**

PLEASE ATTACH THE FOLLOWING

1. Route map for parade, run, walk, and/or bike event.
2. Site map of event and detail schedule of each day's events including open and close times.
3. Complete Appendix B and Appendix C.
4. Check for \$30.00 for co-sponsored application processing (non-refundable).
5. Check for park permit fee. See Appendix A for fee structure.
6. A copy of 501(c)3 designation (if applicable)

FOR FURTHER INFORMATION, PLEASE CALL LYNN GORDON, PARKS & RECREATION MANAGER,  
727-893-7766 or EMAIL: [StPeteEvents@stpete.org](mailto:StPeteEvents@stpete.org)

PARKS & RECREATION DEPARTMENT  
CO-SPONSORED EVENTS  
SUMMARY SHEET

Review and check all conditions which apply to this event: Note the corresponding obligation for each condition.

<u>Condition</u>		<u>Obligation</u>
<input checked="" type="checkbox"/> Public Invited		General Liability Insurance
<input checked="" type="checkbox"/> Located in Park		Park Permit
<input checked="" type="checkbox"/> Vending Product / Merchandise Sales		Occupational License
<input checked="" type="checkbox"/> Vending Food / Beverage		Health Inspection
<input checked="" type="checkbox"/> Vendors / Exhibitors	How many? <input style="border: 1px solid black; padding: 2px;" type="text" value="21 - 30 Vendors / Exhibitors"/>	
<input checked="" type="checkbox"/> Vending Beer / Wine		Alcohol Permit Additional insurance Required
<input checked="" type="checkbox"/> Erecting Tents - Larger than 10ft x 12ft	How many? <input style="border: 1px solid black; padding: 2px;" type="text" value="2"/>	Temporary Structure Permit
<input checked="" type="checkbox"/> Fence Installation	What type? <input style="border: 1px solid black; width: 100%;" type="text"/>	Temporary Structure Permit
<input type="checkbox"/> Other Structures	What structure? <input style="border: 1px solid black; width: 100%;" type="text"/>	Temporary Structure Permit
<input type="checkbox"/> Open Flame Food Preparation		Fire Inspection Permit
<input type="checkbox"/> Pyrotechnics		Fireworks Permit
<input type="checkbox"/> Require Street Closure		Parade or Street Closure Permit(s)
<input type="checkbox"/> VIP Area		
<input checked="" type="checkbox"/> Staging	<input checked="" type="checkbox"/> Professional <input type="checkbox"/> Showmobile <input type="checkbox"/> Other	
<input checked="" type="checkbox"/> Amplified Sound	<input checked="" type="checkbox"/> Performers <input type="checkbox"/> Announcement Only	
<input checked="" type="checkbox"/> Security	<input checked="" type="checkbox"/> Daytime - Private <input type="checkbox"/> Overnight - Private <input type="checkbox"/> Event Time Frame - SPPD	
<input checked="" type="checkbox"/> Sanitary Facilities - Port-O-Lets	Regular Units <input style="border: 1px solid black; padding: 2px;" type="text" value="12"/> Disabled Units <input style="border: 1px solid black; padding: 2px;" type="text" value="4"/> Hand Washing <input style="border: 1px solid black; padding: 2px;" type="text" value="4"/>	
<input type="checkbox"/> Off-site Parking / Shuttle		
<input type="checkbox"/> Semitruck / Tractor Trailer		

Marketing: Please check all that apply.

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> Invitations          | <input checked="" type="checkbox"/> Radio      | <b>City logo should be used in any promotional materials, posters, flyers, ads, website, public service announcements, and press releases.</b> |
| <input checked="" type="checkbox"/> Posters / Flyers     | <input checked="" type="checkbox"/> Television |  |
| <input checked="" type="checkbox"/> Newspaper / Internet | <input type="checkbox"/> Remote Broadcast      |  |

**Electrical Requirements:**

Does your event require any power needs using more than the standard 110/20amp located in the parks?  YES  NO

If YES, check all that apply.  RV'S  Coffee Vendors  Ice Bins  Freezers  Ice Cream Vendors  Catering Trucks  
 Other:

Please explain the details of the above items checked. Tell us how much and what type of power they would require.

Power is needed for some food vendors which may or may not include the above items.

Will you supply your own generators?  YES  NO

Will your event have a licensed electrician on-site during the event?  YES  NO If YES, who? \_\_\_\_\_

Will your event be requesting any variances from City policies or procedures? If YES, please explain.

no

If City permits, licenses, or services are required for event, who will pay for them?

Name: Luxe Fashion Group LLC

Phone: 727-580-9328

Address (including zip): 2950 Eagles Nest Dr. Palm Habror FL 34683

Type of music, # of stages, and # of bands.

Italian bands, 1 stage, 2-4 bands.

List Vending Products. Name & Provider.

NA- We do not start our vendor application process until we have a date and approved application.

For Use of Beer/Wine - Please provide name, address and phone number of the sponsoring 501(c)3 or catering company.

Gulfport Senior Center

Explain subject/purpose of all speeches/demonstrations which will occur.

Discuss your load in/load out parking needs, include times and dates.

Fencing and tents to be set up the day before. Load in will begin the morning of the event starting at 6am. The event begins at 10am and ends at 4pm. Break down will be from 4pm-9pm on event day.

Other Comments: Please describe your fee structure.

Other comments:

I represent and warrant that the purpose of the proposed activity/event and conduct of the sponsor(s) and the participants shall conform to all requirements of law and all ordinances of the State of Florida, Pinellas County, and the City of St. Petersburg including, but not limited to, City noise ordinances and Parks and Recreation Department Policies and Procedures. I acknowledge that failure to observe such laws, ordinances, or policies and procedures will result in an immediate cancellation of the event and all permits.

**WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THE PARKS AND RECREATION DEPARTMENT POLICIES AND PROCEDURES PERTAINING TO THE USE OF PARKS AND THE PARK RULES SET FORTH IN ARTICLE II, CHAPTER 21, OF THE ST. PETERSBURG CITY CODE, INCLUDING BUT NOT LIMITED TO THE INDEMNIFICATION AND INSPECTION OBLIGATIONS ASSUMED BY ME AND THE PERSON OR ENTITY ON WHOSE BEHALF THIS APPLICATION IS BEING MADE.**

***I certify that the facts contained in this application are accurate.***

Name: Donna Crowley

Title: CEO / Event MGR

Date: 9/26/2024

## Appendix B President or CEO Responsible Party Information

Please complete the information below for each responsible party.

Name of the **Nonprofit** Corporation: Gulfport Multipurpose Senior Center Foundation

Name of Responsible Party (President or CEO ONLY): Larry Kennedy

Title of Responsible Party: President

Physical Address of Responsible Party: 5501 27th Ave S Gulfport FL 33707

Phone Number of Responsible Party: 727 893 1244

Email Address of Responsible Party: president@gulfportseniorfoundation.org

Nonprofit (Employee Identification Number): 20-0684014

Name of the **For-profit** Corporation: Luxe Fashion Group

Name of Responsible Party (President or CEO ONLY): Donna Crowley

Title of Responsible Party: CEO

Physical Address of Responsible Party: 2950 Eagles Nest Dr. Palm Harbor, FL 34683

Phone Number of Responsible Party: 727-580-9328

Email Address of Responsible Party: donacrowley@gmail.com

For-profit (Employee Identification Number) 43-2316699

**Please include a copy of the the current IRS Nonprofit Affidavit / For Profit**

What method of invoicing would your organization prefer?

BY Mail

Contact Name

Address

City, State, Zip

BY EMAIL

Email Address:

donacrowley@gmail.com

**APPENDIX C  
STATEMENT OF REVENUE AND EXPENSES FORM  
PRIOR YEAR'S EVENT  
(Must be completed)**

Name of Event: St.Pete Italian Fest  
Date(s) of Event: 4/25/25 - 4/26/25

**I. REVENUE SOURCES (attach sheet if more space is needed)**

	<b>Amount</b>
1. Ticket Sales	40,000
2. Sponsorship	10,000
3. Vendors	1,000
4. Beer and wine	3,000
5.	
6.	
7.	
8.	
<b>TOTAL GROSS REVENUE</b>	

**II. EXPENSES (attach sheet if more space is needed)**

1. Barricades	5,000
2. Advertising	2,000
3. Staff	3,000
4. Supplies	2,500
5. Entertainment and sound	10,000
6. City Officials and park fees	5,000
7. Rental equipment (staging, tents, etc)	8,000
8.	
9.	
10.	
11.	
12.	
<b>TOTAL OPERATING EXPENSES</b>	
<b>TOTAL NET INCOME</b>	

**III. ALLOCATION OF NET INCOME (attach sheet if more space is needed)**

1.	
2.	
3.	
4.	
5.	
6.	
<b>TOTAL ALLOCATION OF NET INCOME</b>	

Prepared by: Donna Crowley

Date: 9/26/24

Print Application

Submit Application by  
Email





ersburg School

North Shore Park  
Beachside park with pools & sports areas

Playground

Vinoy Park  
More than 11 acres of scenic green space

Car Show

VINOY

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **SEP 13 2005**

THE GULFPORT MULTIPURPOSE SENIOR  
CENTER FOUNDATION INC  
C/O KAREN S KEATON  
PO BOX 1139  
ST PETERSBURG, FL 33731-1139

Employer Identification Number:  
20-0684014  
DLN:  
17053318747004  
Contact Person:  
JULIE Y. CHAN ID# 95051  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
November 4, 2003  
Contribution Deductibility:  
Yes  
Advance Ruling Ending Date:  
December 31, 2008

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)



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## Detail by Entity Name

Florida Limited Liability Company  
LUXE FASHION LLC

### Filing Information

<b>Document Number</b>	L17000052261
<b>FEI/EIN Number</b>	APPLIED FOR
<b>Date Filed</b>	03/09/2017
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	LC AMENDMENT
<b>Event Date Filed</b>	01/18/2019
<b>Event Effective Date</b>	NONE

### Principal Address

14234 SW 8TH ST  
MIAMI, FL 33184

Changed: 04/14/2021

### Mailing Address

16418 SW 82 TERRACE  
MIAMI, FL 33193

Changed: 04/14/2021

### Registered Agent Name & Address

ZENNY, NABILA  
14234 SW 8TH ST  
MIAMI, FL 33184

Name Changed: 01/02/2019

Address Changed: 04/14/2021

### Authorized Person(s) Detail

#### **Name & Address**

Title AMBR, CEO

ZENNY, NABILA A  
14234 SW 8TH ST  
MIAMI, FL 33184

Title AMBR, CEO

ZENNY, AMIRA G  
14234 SW 8TH ST  
MIAMI, FL 33184

### Annual Reports

<b>Report Year</b>	<b>Filed Date</b>
2022	04/20/2022
2023	04/29/2023
2024	04/21/2024

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<a href="#">06/10/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/24/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/18/2019 -- LC Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">01/02/2019 -- LC Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">04/30/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/09/2017 -- Florida Limited Liability</a>	<a href="#">View image in PDF format</a>

# Permit



Parks and Recreation  
1400 19th Street North  
St. Petersburg, FL, US 33713

PHONE:(727) 893-7441  
EMAIL:stpeteparksrec@stpete.org

**Permit # R20618**

Status Tentative  
Date Oct 24, 2024 10:36 AM  
Expiration Date Dec 22, 2024

<b>Organization Name</b>	Luxe Fashion Group, LLC. - 1543	<b>Organization Phone 1 Number</b>	+1 (727) 580-9328
<b>Customer Type</b>	Commercial (Taxed)		
<b>Organization Address</b>	1200 Beachwood Ave Clearwater, FL 33759		
<b>Agent Name</b>	Donna M Crowley	<b>Primary Phone Number</b>	(727) 580-9328
		<b>Email Address</b>	DONACROWLEY@GMAIL.COM
<b>System User</b>	45937	<b>Payer</b>	Luxe Fashion Group, LLC.

Rental Fee	\$330.00
Rental Tax	\$9.90
Discounts	\$0.00
<b>Subtotal</b>	<b>\$339.90</b>
Deposits	\$0.00
Deposit Discounts	\$0.00
<b>Total Permit Fee</b>	<b>\$339.90</b>
Total Payment	\$30.00
Refunds	\$0.00
<b>Balance</b>	<b>\$309.90</b>

<b>ST. PETE ITALIAN FEST</b>	1 resource(s)	1 booking(s)	<b>Subtotal: \$330.00</b>
Booking Summary			
<b>VIP Park &amp; Mole (Cosponsored Event)</b>			<b>Center: Vinoy Park</b>
<b>START DATE/TIME</b>	<b>END DATE/TIME</b>	<b>ATTENDEE</b>	<b>AMT W/O TAX</b>
Sat, May 17, 2025 6:00 AM	Sat, May 17, 2025 10:00 PM	4000	\$0.00
<b>Resource level fees</b>			<b>\$330.00</b>

Custom Questions	
<b>QUESTION</b>	<b>ANSWER</b>
Will this event be having beer or wine?	Yes
Will this event be having fireworks?	No
Will this event be having liquor?	No

Will this event be using fencing?	Yes
-----------------------------------	-----

Payment and Refund					
RECEIPT #	DATE	FEE DESCRIPTION	EVENT	RESOURCE	PAYMENT / REFUND
1547962.004	Oct 24, 2024	Cosponsored Event	ST. PETE ITALIAN FEST	VIP Park & Mole	\$30.00

Payment Schedules					Original Balance: \$339.90	Current Balance: \$309.90
DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE		
Nov 29, 2024	\$309.90	\$0.00	\$0.00	\$309.90		

**CITY OF ST. PETERSBURG  
PARKS & RECREATION DEPARTMENT  
CO-SPONSORED EVENT APPLICATION**



Date Received: \_\_\_\_\_  
 Check or Cash: \_\_\_\_\_  
 Application #: 86  
 Packet: \_\_\_\_\_  
 Permit #: \_\_\_\_\_

Event Title: Party in the Park Phone No.: 727-898-4639 Fax No.: \_\_\_\_\_

Entity Name: Green Savoree St. Petersburg Federal I.D. Number: \_\_\_\_\_

Event Date(s): Feb. 27, 2025 Location: North Straub Park

Day 1 of Event:	Time Gates Open:	<u>3:00 p.m.</u>	Ending Time:	<u>7:30 p.m.</u>
Day 2 of Event:	Time Gates Open:	_____	Ending Time:	_____
Day 3 of Event:	Time Gates Open:	_____	Ending Time:	_____

Application Prepared by: Jenna Hood Phone: 9058024759

Title: Manager, Community & Fan Engagement Cell Phone: \_\_\_\_\_

Address: 100 2nd Ave N, Suite #340 City: St. Petersburg State: FL Zip: 33701

Email Address: jhood@greensavoree.com

Additional Contact Person: \_\_\_\_\_ Day Phone: \_\_\_\_\_

What month/year were you incorporated as nonprofit? N/A

List all 501(c)3 entities that will benefit from this event. \_\_\_\_\_

Name of the for-profit entity? Green Savoree St. Petersburg

**Describe your event with details.**

Party in the Park is a free to the public community event to kick off the Firestone Grand Prix of St. Petersburg presented by RP Funding. Cars and drivers from all series racing come out to North Straub Park for fans to meet and see up-close. On stage, we have a DJ playing music and an emcee who interviews drivers as well as gives away prizes throughout the event.

**Describe what economic benefit and impact this event will bring to St. Petersburg.**

Party in the Park kicks off the Firestone Grand Prix of St. Petersburg and extends the race weekend events by a day, therefore ensuring more fans come to St. Petersburg earlier than they normally would.

Each co-sponsored entity must possess liability insurance naming the City of St. Petersburg as an additional insured and secure said insurance in the amount determined by the City.

Does your group presently have liability insurance?  YES  NO How much? \_\_\_\_\_

Are there plans to sell or distribute beer/wine at your event?  YES  NO

Will there be an admission / registration fee?  YES  NO Advanced Fee: \_\_\_\_\_ Day of: \_\_\_\_\_

Please provide the website address for your event. gpstpete.com

Please provide a phone number that can be advertised to the public. 727-898-4639

What is the estimated attendance for this event? Spectators 2000 Participants \_\_\_\_\_ Last Year's Total Attendance 2000

Please check the equipment and/or facilities you are requesting.

Recreation Equipment

Special Events Facilities

Non-City Locations

Showmobile (Yes/No)   
# Bleacher(s) needed. Each bleacher approx. 180 people)   
Tables (6 ft) # needed  Chairs # needed   
Public Address System   
# of portable risers needed (4 in. x 8 in. x 16 in. sections)

Mahaffey Theater  
 Coliseum  
 Sunken Gardens  
 Boyd Hill

Which Location?

**The following departments may provide and charge for additional services. You will be provided cost estimates in your Co-sponsored Agreement.**

POLICE: Public Safety Personnel, Marine Services  
TRAFFIC: Personnel, Equipment (cones, barricades, no parking signs)  
FIRE: Paramedics, Inspectors  
PARKS SERVICES: Cleanup Personnel, Dumpster(s), Trash Receptacles, Event Site Preparation and Restoration  
RECREATION SERVICES: On-site Presence, Logistics Help, Liaison with Other Departments

**Note: The City does not provide tents, Port-O-Lets, or large quantities of tables and chairs.**

I certify that the event will be open to all citizens and that individuals will not be barred from participation due to race, creed, color, national origin, sex, age, or physical impairment. I understand that a financial report of the event is due in the Parks and Recreation office within 30 days of the completion of the event. I also understand that the City is to be shown as a co-sponsor on any promotional materials produced for the event. I agree to obtain the required liability insurance and to secure all necessary city/county/state permits/licenses. I further certify that the facts contained in this application are accurate.

Name:  Title:  Date:   
Co-Sign:  Title:  Date:

- NOTE: a. **If person/entity preparing this application is not representing a nonprofit entity, the application must be co-signed by someone from a sponsoring nonprofit entity. A copy of the sponsoring entity's 501(c)3 designation must accompany this application.**  
b. **If your entity has outstanding financial obligations with any department within the City of St. Petersburg, your application will not be processed until debt is paid.**  
c. **Applications lacking information or the required completed appendixes listed below will not be processed.**

PLEASE ATTACH THE FOLLOWING

1. Route map for parade, run, walk, and/or bike event.
2. Site map of event and detail schedule of each day's events including open and close times.
3. Complete Appendix B and Appendix C.
4. Check for \$30.00 for co-sponsored application processing (non-refundable).
5. Check for park permit fee. See Appendix A for fee structure.
6. A copy of 501(c)3 designation (if applicable)

FOR FURTHER INFORMATION, PLEASE CALL LYNN GORDON, PARKS & RECREATION MANAGER,  
727-893-7766 or EMAIL: [StPeteEvents@stpete.org](mailto:StPeteEvents@stpete.org)



PARKS & RECREATION DEPARTMENT  
CO-SPONSORED EVENTS  
SUMMARY SHEET

Review and check all conditions which apply to this event: Note the corresponding obligation for each condition.

<u>Condition</u>		<u>Obligation</u>
<input checked="" type="checkbox"/> Public Invited		General Liability Insurance
<input checked="" type="checkbox"/> Located in Park		Park Permit
<input type="checkbox"/> Vending Product / Merchandise Sales		Occupational License
<input type="checkbox"/> Vending Food / Beverage		Health Inspection
<input type="checkbox"/> Vendors / Exhibitors	How many? <input style="width: 150px; height: 15px;" type="text"/>	
<input checked="" type="checkbox"/> Vending Beer / Wine		Alcohol Permit Additional insurance Required
<input type="checkbox"/> Erecting Tents - Larger than 10ft x 12ft	How many? <input style="width: 100px; height: 15px;" type="text"/>	Temporary Structure Permit
<input type="checkbox"/> Fence Installation	What type? <input style="width: 200px; height: 15px;" type="text"/>	Temporary Structure Permit
<input type="checkbox"/> Other Structures	What structure? <input style="width: 200px; height: 15px;" type="text"/>	Temporary Structure Permit
<input type="checkbox"/> Open Flame Food Preparation		Fire Inspection Permit
<input type="checkbox"/> Pyrotechnics		Fireworks Permit
<input type="checkbox"/> Require Street Closure		Parade or Street Closure Permit(s)
<input type="checkbox"/> VIP Area		
<input checked="" type="checkbox"/> Staging	<input type="checkbox"/> Professional <input checked="" type="checkbox"/> Showmobile <input type="checkbox"/> Other	
<input checked="" type="checkbox"/> Amplified Sound	<input checked="" type="checkbox"/> Performers <input type="checkbox"/> Announcement Only	
<input checked="" type="checkbox"/> Security	<input checked="" type="checkbox"/> Daytime - Private <input type="checkbox"/> Overnight - Private <input type="checkbox"/> Event Time Frame - SPPD	
<input checked="" type="checkbox"/> Sanitary Facilities - Port-O-Lets	Regular Units <input style="width: 30px; text-align: center; border: 1px solid black;" type="text" value="5"/> Disabled Units <input style="width: 30px; text-align: center; border: 1px solid black;" type="text"/> Hand Washing <input style="width: 30px; text-align: center; border: 1px solid black;" type="text" value="1"/>	
<input type="checkbox"/> Off-site Parking / Shuttle		
<input type="checkbox"/> Semitruck / Tractor Trailer		

Marketing: Please check all that apply.

- |   |   |
|---|---|
| <input type="checkbox"/> Invitations          | <input type="checkbox"/> Radio            |
| <input type="checkbox"/> Posters / Flyers     | <input type="checkbox"/> Television       |
| <input type="checkbox"/> Newspaper / Internet | <input type="checkbox"/> Remote Broadcast |

**City logo should be used in any promotional materials, posters, flyers, ads, website, public service announcements, and press releases.**

Electrical Requirements:

Does your event require any power needs using more than the standard 110/20amp located in the parks?  YES  NO

If YES, check all that apply.  RV'S  Coffee Vendors  Ice Bins  Freezers  Ice Cream Vendors  Catering Trucks  
 Other:

Please explain the details of the above items checked. Tell us how much and what type of power they would require.

Enough power for a DJ and microphone as well as potentially food trucks.

Will you supply your own generators?  YES  NO

Will your event have a licensed electrician on-site during the event?  YES  NO If YES, who?

Will your event be requesting any variances from City policies or procedures? If YES, please explain.

No

If City permits, licenses, or services are required for event, who will pay for them?

Name:  Phone:

Address (including zip):

Type of music, # of stages, and # of bands.

Standard DJ, emcee, drivers being interviewed

List Vending Products. Name & Provider.

Food trucks, TBD

For Use of Beer/Wine - Please provide name, address and phone number of the sponsoring 501(c)3 or catering company.

TBD

Explain subject/purpose of all speeches/demonstrations which will occur.

Interviewing of drivers prior to race weekend.

Discuss your load in/load out parking needs, include times and dates.

Load in 2pm, Load out 7:30pm. May need to park along Bayshonre Dr. NE

Other Comments: Please describe your fee structure.

Other comments:

I represent and warrant that the purpose of the proposed activity/event and conduct of the sponsor(s) and the participants shall conform to all requirements of law and all ordinances of the State of Florida, Pinellas County, and the City of St. Petersburg including, but not limited to, City noise ordinances and Parks and Recreation Department Policies and Procedures. I acknowledge that failure to observe such laws, ordinances, or policies and procedures will result in an immediate cancellation of the event and all permits.

**WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THE PARKS AND RECREATION DEPARTMENT POLICIES AND PROCEDURES PERTAINING TO THE USE OF PARKS AND THE PARK RULES SET FORTH IN ARTICLE II, CHAPTER 21, OF THE ST. PETERSBURG CITY CODE, INCLUDING BUT NOT LIMITED TO THE INDEMNIFICATION AND INSPECTION OBLIGATIONS ASSUMED BY ME AND THE PERSON OR ENTITY ON WHOSE BEHALF THIS APPLICATION IS BEING MADE.**

***I certify that the facts contained in this application are accurate.***

Name:  Title:  Date:

**Appendix B  
President or CEO  
Responsible Party Information**

Please complete the information below for each responsible party.

Name of the **Nonprofit** Corporation:

Name of Responsible Party (President or CEO ONLY):

Title of Responsible Party:

Physical Address of Responsible Party:

Phone Number of Responsible Party:

Email Address of Responsible Party:

Nonprofit (Employee Identification Number):

---

Name of the **For-profit** Corporation:

Name of Responsible Party (President or CEO ONLY):

Title of Responsible Party:

Physical Address of Responsible Party:

Phone Number of Responsible Party:

Email Address of Responsible Party:

For-profit (Employee Identification Number):

**Please include a copy of the the current IRS Nonprofit Affidavit / For Profit**

What method of invoicing would your organization prefer?

BY Mail

Contact Name

Address

City, State, Zip

BY EMAIL

Email Address:

**APPENDIX C  
STATEMENT OF REVENUE AND EXPENSES FORM  
PRIOR YEAR'S EVENT  
(Must be completed)**

Name of Event:   
Date(s) of Event:

**I. REVENUE SOURCES (attach sheet if more space is needed)**

**Amount**

1.	<input type="text"/>	<input type="text"/>
2.	<input type="text"/>	<input type="text"/>
3.	<input type="text"/>	<input type="text"/>
4.	<input type="text"/>	<input type="text"/>
5.	<input type="text"/>	<input type="text"/>
6.	<input type="text"/>	<input type="text"/>
7.	<input type="text"/>	<input type="text"/>
8.	<input type="text"/>	<input type="text"/>
<b>TOTAL GROSS REVENUE</b>		<input type="text"/>

**II. EXPENSES (attach sheet if more space is needed)**

1.	<input type="text"/>	<input type="text"/>
2.	<input type="text"/>	<input type="text"/>
3.	<input type="text"/>	<input type="text"/>
4.	<input type="text"/>	<input type="text"/>
5.	<input type="text"/>	<input type="text"/>
6.	<input type="text"/>	<input type="text"/>
7.	<input type="text"/>	<input type="text"/>
8.	<input type="text"/>	<input type="text"/>
9.	<input type="text"/>	<input type="text"/>
10.	<input type="text"/>	<input type="text"/>
11.	<input type="text"/>	<input type="text"/>
12.	<input type="text"/>	<input type="text"/>
<b>TOTAL OPERATING EXPENSES</b>		<input type="text"/>
<b>TOTAL NET INCOME</b>		<input type="text"/>

**III. ALLOCATION OF NET INCOME ( attach sheet if more space is needed)**

1.	<input type="text"/>	<input type="text"/>
2.	<input type="text"/>	<input type="text"/>
3.	<input type="text"/>	<input type="text"/>
4.	<input type="text"/>	<input type="text"/>
5.	<input type="text"/>	<input type="text"/>
6.	<input type="text"/>	<input type="text"/>
<b>TOTAL ALLOCATION OF NET INCOME</b>		<input type="text"/>

Prepared by:

Date:

Print Application

Submit Application by  
Email



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Foreign Limited Liability Company  
GREEN SAVOREE ST. PETERSBURG, LLC

### Filing Information

**Document Number** M04000003635  
**FEI/EIN Number** 20-1467436  
**Date Filed** 09/02/2004  
**State** IN  
**Status** ACTIVE  
**Last Event** LC STMNT OF RA/RO CHG  
**Event Date Filed** 09/02/2014  
**Event Effective Date** NONE

### Principal Address

10439 COMMERCE DRIVE,  
SUITE 100  
CARMEL, IN 46032

Changed: 08/16/2016

### Mailing Address

10439 COMMERCE DRIVE,  
SUITE 100  
CARMEL, IN 46032

Changed: 08/16/2016

### Registered Agent Name & Address

INCORP SERVICES, INC.  
3458 LAKESHORE DRIVE  
TALLAHASSEE, FL 32312

Name Changed: 09/02/2014

Address Changed: 03/17/2023

### Authorized Person(s) Detail

#### **Name & Address**

Title PRES

SAVOREE, DAVID K  
10439 COMMERCE DRIVE,  
SUITE 100  
CARMEL, IN 46032

Title CFO

MORRISEY, MICHAEL  
10439 COMMERCE DRIVE,  
SUITE 100  
CARMEL, IN 46032

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2022	03/08/2022
2023	01/10/2023
2024	02/05/2024

**Document Images**

<a href="#">02/05/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/10/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/08/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/16/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/28/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/30/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/26/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/09/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/29/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/09/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">09/02/2014 -- CORLCRACHG</a>	<a href="#">View image in PDF format</a>
<a href="#">01/21/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/11/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/18/2012 -- Reg. Agent Change</a>	<a href="#">View image in PDF format</a>
<a href="#">04/10/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/08/2011 -- LC Name Change</a>	<a href="#">View image in PDF format</a>
<a href="#">03/04/2011 -- REINSTATEMENT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/20/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/30/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/28/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/28/2006 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/08/2005 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">09/02/2004 -- Foreign Limited</a>	<a href="#">View image in PDF format</a>

# Permit



Parks and Recreation  
 1400 19th Street North  
 St. Petersburg, FL, US 33713

PHONE:(727) 893-7441  
 EMAIL:stpeteparksrec@stpete.org

**Permit # R20619**

Status Tentative  
 Date Oct 24, 2024 10:38 AM  
 Expiration Date Dec 22, 2024

<b>Organization Name</b>	Green Savoree St. Petersburg LLC - 1306	<b>Organization Phone 1</b>	+1 (727) 898-4639
<b>Customer Type</b>	Commercial (Taxed)	<b>Number</b>	
<b>Organization Address</b>	100 2ND AVE N SUITE 340 ST. PETERSBURG, FL 33701		
<b>Agent Name</b>	JENNA HOOD	<b>Primary Phone Number</b>	(905) 802-4759
		<b>Email Address</b>	JHOOD@GREENSAVOREE.COM
<b>System User</b>	45937		

Rental Fee	\$230.00
Rental Tax	\$6.90
Discounts	\$0.00
<b>Subtotal</b>	<b>\$236.90</b>
Deposits	\$0.00
Deposit Discounts	\$0.00
<b>Total Permit Fee</b>	<b>\$236.90</b>
<b>Total Payment</b>	<b>\$0.00</b>
Refunds	\$0.00
Balance	\$236.90

<b>PARTY IN THE PARK</b>	1 resource(s)	1 booking(s)	<b>Subtotal: \$230.00</b>
Booking Summary			
<b>NOSP Park (Cosponsored Event)</b>			<b>Center: North Straub Park</b>
<b>START DATE/TIME</b>	<b>END DATE/TIME</b>	<b>ATTENDEE</b>	<b>AMT W/O TAX</b>
Thu, Feb 27, 2025 9:00 AM	Thu, Feb 27, 2025 10:00 PM	2000	\$0.00
<b>Resource level fees</b>			<b>\$230.00</b>

<b>Custom Questions</b>	
<b>QUESTION</b>	<b>ANSWER</b>
Will this event be having beer or wine?	Yes
Will this event be having fireworks?	No
Will this event be having liquor?	No



Will this event be using fencing?	Yes
-----------------------------------	-----

Payment Schedules		Original Balance: \$236.90			Current Balance: \$236.90
DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE	
Nov 29, 2024	\$236.90	\$0.00	\$0.00	\$236.90	

**CITY OF ST. PETERSBURG  
PARKS & RECREATION DEPARTMENT  
CO-SPONSORED EVENT APPLICATION**



Date Received: \_\_\_\_\_  
 Check or Cash: \_\_\_\_\_  
 Application #: 87  
 Packet: \_\_\_\_\_  
 Permit #: \_\_\_\_\_

Event Title: 18th Annual Superhero Walk Phone No.: 4076290000 Fax No.: 4076299600

Entity Name: Bleeding Disorders Foundation of Florida Federal I.D. Number: 593418827

Event Date(s): September 20, 2025 Location: Vinoy Park

Day 1 of Event: \_\_\_\_\_ Time Gates Open: 7:30 Ending Time: 12:30

Day 2 of Event: \_\_\_\_\_ Time Gates Open: \_\_\_\_\_ Ending Time: \_\_\_\_\_

Day 3 of Event: \_\_\_\_\_ Time Gates Open: \_\_\_\_\_ Ending Time: \_\_\_\_\_

Application Prepared by: Fran Haynes Phone: 800-293-6527

Title: executive director Cell Phone: 407-252-8964

Address: 1350 Orange Ave, Suite 227 City: Winter Park State: FL Zip: 32789

Email Address: info@bleedingdisordersfl.org

Additional Contact Person: Samantha Alenius Day Phone: 407-629-0000

What month/year were you incorporated as nonprofit? 1996

List all 501(c)3 entities that will benefit from this event. \_\_\_\_\_

Name of the for-profit entity? Hemophilia Foundation of Greater Florida DBA Bleeding Disorders Foundation of FL

**Describe your event with details.**

The Superhero Fun Walk is a fun-filled family event with food, entertainment and prizes. A DJ will be on hand to the crowd rocking. Folks gather at Vinoy Park to support the Bleeding Disorders Community.

**Describe what economic benefit and impact this event will bring to St. Petersburg.**

The economic benefit and impact this event will bring to St. Petersburg is folks come from all over the Tampa/St. Pete/Clearwater area. The event is designed to end early so participants can enjoy St. Pete. We have utilized local vendors for tents, food and port o lets. They will stay in hotels, eat in restaurants and spend the day in beautiful St. Pete, while supporting a great mission, to improve the quality of life for people with bleeding disorders.

Each co-sponsored entity must possess liability insurance naming the City of St. Petersburg as an additional insured and secure said insurance in the amount determined by the City.

Does your group presently have liability insurance?  YES  NO How much? 1000000

Are there plans to sell or distribute beer/wine at your event?  YES  NO

Will there be an admission / registration fee?  YES  NO Advanced Fee: \_\_\_\_\_ Day of: \_\_\_\_\_

Please provide the website address for your event. www.bleedingdisordersfl.org

Please provide a phone number that can be advertised to the public. 800-293-6527

What is the estimated attendance for this event? Spectators \_\_\_\_\_ Participants 200 Last Year's Total Attendance \_\_\_\_\_

Please check the equipment and/or facilities you are requesting.

Recreation Equipment

Showmobile (Yes/No)

# Bleacher(s) needed. Each bleacher approx. 180 people)

Tables (6 ft) # needed  Chairs # needed

Public Address System

# of portable risers needed (4 in. x 8 in. x 16 in. sections)

Special Events Facilities

Mahaffey Theater

Coliseum

Sunken Gardens

Boyd Hill

Non-City Locations

Which Location?

**The following departments may provide and charge for additional services. You will be provided cost estimates in your Co-sponsored Agreement.**

- POLICE: Public Safety Personnel, Marine Services
- TRAFFIC: Personnel, Equipment (cones, barricades, no parking signs)
- FIRE: Paramedics, Inspectors
- PARKS SERVICES: Cleanup Personnel, Dumpster(s), Trash Receptacles, Event Site Preparation and Restoration
- RECREATION SERVICES: On-site Presence, Logistics Help, Liaison with Other Ddepartments

**Note: The City does not provide tents, Port-O-Lets, or large quantities of tables and chairs.**

I certify that the event will be open to all citizens and that individuals will not be barred from participation due to race, creed, color, national origin, sex, age, or physical impairment. I understand that a financial report of the event is due in the Parks and Recreation office within 30 days of the completion of the event. I also understand that the City is to be shown as a co-sponsor on any promotional materials produced for the event. I agree to obtain the required liability insurance and to secure all necessary city/county/state permits/licenses. I further certify that the facts contained in this application are accurate.

Name: <input type="text" value="Fran Haynes"/>	Title: <input type="text" value="Executive Director"/>	Date: <input type="text" value="9/30/2024"/>
Co-Sign: <input type="text"/>	Title: <input type="text"/>	Date: <input type="text"/>

- NOTE: a. **If person/entity preparing this application is not representing a nonprofit entity, the application must be co-signed by someone from a sponsoring nonprofit entity. A copy of the sponsoring entity's 501(c)3 designation must accompany this application.**
- b. **If your entity has outstanding financial obligations with any department within the City of St. Petersburg, your application will not be processed until debt is paid.**
- c. **Applications lacking information or the required completed appendixes listed below will not be processed.**

PLEASE ATTACH THE FOLLOWING

1. Route map for parade, run, walk, and/or bike event.
2. Site map of event and detail schedule of each day's events including open and close times.
3. Complete Appendix B and Appendix C.
4. Check for \$30.00 for co-sponsored application processing (non-refundable).
5. Check for park permit fee. See Appendix A for fee structure.
6. A copy of 501(c)3 designation (if applicable)

FOR FURTHER INFORMATION, PLEASE CALL LYNN GORDON, PARKS & RECREATION MANAGER, 727-893-7766 or EMAIL: StPeteEvents@stpete.org

PARKS & RECREATION DEPARTMENT  
CO-SPONSORED EVENTS  
SUMMARY SHEET

Review and check all conditions which apply to this event: Note the corresponding obligation for each condition.

<u>Condition</u>		<u>Obligation</u>
<input checked="" type="checkbox"/> Public Invited		General Liability Insurance
<input checked="" type="checkbox"/> Located in Park		Park Permit
<input type="checkbox"/> Vending Product / Merchandise Sales		Occupational License
<input checked="" type="checkbox"/> Vending Food / Beverage		Health Inspection
<input checked="" type="checkbox"/> Vendors / Exhibitors	How many? <input style="width: 150px;" type="text"/>	
<input type="checkbox"/> Vending Beer / Wine		Alcohol Permit Additional insurance Required
<input type="checkbox"/> Erecting Tents - Larger than 10ft x 12ft	How many? <input style="width: 80px;" type="text"/>	Temporary Structure Permit
<input type="checkbox"/> Fence Installation	What type? <input style="width: 200px;" type="text"/>	Temporary Structure Permit
<input type="checkbox"/> Other Structures	What structure? <input style="width: 200px;" type="text"/>	Temporary Structure Permit
<input type="checkbox"/> Open Flame Food Preparation		Fire Inspection Permit
<input type="checkbox"/> Pyrotechnics		Fireworks Permit
<input type="checkbox"/> Require Street Closure		Parade or Street Closure Permit(s)
<input type="checkbox"/> VIP Area		
<input type="checkbox"/> Staging	<input type="checkbox"/> Professional <input type="checkbox"/> Showmobile <input type="checkbox"/> Other	
<input checked="" type="checkbox"/> Amplified Sound	<input type="checkbox"/> Performers <input type="checkbox"/> Announcement Only	
<input type="checkbox"/> Security	<input type="checkbox"/> Daytime - Private <input type="checkbox"/> Overnight - Private <input type="checkbox"/> Event Time Frame - SPPD	
<input type="checkbox"/> Sanitary Facilities - Port-O-Lets	Regular Units <input style="width: 40px;" type="text"/> Disabled Units <input style="width: 40px;" type="text"/> Hand Washing <input style="width: 40px;" type="text"/>	
<input type="checkbox"/> Off-site Parking / Shuttle		
<input type="checkbox"/> Semitruck / Tractor Trailer		

Marketing: Please check all that apply.

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Invitations          | <input type="checkbox"/> Radio            |
| <input checked="" type="checkbox"/> Posters / Flyers     | <input type="checkbox"/> Television       |
| <input checked="" type="checkbox"/> Newspaper / Internet | <input type="checkbox"/> Remote Broadcast |

**City logo should be used in any promotional materials, posters, flyers, ads, website, public service announcements, and press releases.**

Electrical Requirements:

Does your event require any power needs using more than the standard 110/20amp located in the parks?  YES  NO

If YES, check all that apply.  RV'S  Coffee Vendors  Ice Bins  Freezers  Ice Cream Vendors  Catering Trucks  
 Other:

Please explain the details of the above items checked. Tell us how much and what type of power they would require.

Will you supply your own generators?  YES  NO

Will your event have a licensed electrician on-site during the event?  YES  NO If YES, who?

Will your event be requesting any variances from City policies or procedures? If YES, please explain.

If City permits, licenses, or services are required for event, who will pay for them?

Name: 

Bleeding Disorders Foundation of Florida

 Phone: 

407-629-0000

Address (including zip): 

1350 Orange Ave, Suite 227 Winter Park, Florida 32789

Type of music, # of stages, and # of bands.

DJ

List Vending Products. Name & Provider.

For Use of Beer/Wine - Please provide name, address and phone number of the sponsoring 501(c)3 or catering company.

Explain subject/purpose of all speeches/demonstrations which will occur.

Discuss your load in/load out parking needs, include times and dates.

We will need to unload water and snacks and the ice cream truck will need a space

Other Comments: Please describe your fee structure.

Other comments:

I represent and warrant that the purpose of the proposed activity/event and conduct of the sponsor(s) and the participants shall conform to all requirements of law and all ordinances of the State of Florida, Pinellas County, and the City of St. Petersburg including, but not limited to, City noise ordinances and Parks and Recreation Department Policies and Procedures. I acknowledge that failure to observe such laws, ordinances, or policies and procedures will result in an immediate cancellation of the event and all permits.

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*I certify that the facts contained in this application are accurate.*

Name:  Title:  Date:

**Appendix B  
President or CEO  
Responsible Party Information**

Please complete the information below for each responsible party.

Name of the <b>Nonprofit</b> Corporation:	Hemophilia Foundation of Greater Florida Inc-DBA Bleeding Disorders Foundation of Florida
Name of Responsible Party (President or CEO ONLY):	Fran Haynes
Title of Responsible Party:	Executive Director
Physical Address of Responsible Party:	Same as Above
Phone Number of Responsible Party:	
Email Address of Responsible Party:	Franhaynes@bleedingdisordersfl.org
Nonprofit (Employee Identification Number):	59-3418827

---

Name of the <b>For-profit</b> Corporation:	
Name of Responsible Party (President or CEO ONLY):	
Title of Responsible Party:	
Physical Address of Responsible Party:	
Phone Number of Responsible Party:	
Email Address of Responsible Party:	
For-profit (Employee Identification Number)	

**Please include a copy of the the current IRS Nonprofit Affidavit / For Profit**

What method of invoicing would your organization prefer?

BY Mail

Contact Name	
Address	
City, State, Zip	

BY EMAIL

Email Address:	Franhaynes@bleedingdisordersfl.org
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**APPENDIX C  
STATEMENT OF REVENUE AND EXPENSES FORM  
PRIOR YEAR'S EVENT  
(Must be completed)**

Name of Event:   
Date(s) of Event:  -

**I. REVENUE SOURCES (attach sheet if more space is needed)**

	<b>Amount</b>
1. Corporate Donations	\$29,191.15
2. Individual Donations	\$25,016.37
3.	
4.	
5.	
6.	
7.	
8.	
<b>TOTAL GROSS REVENUE</b>	\$54,207.52

**II. EXPENSES (attach sheet if more space is needed)**

1. Logistical Expenses Venue, tables, Chairs, Portolets, Tents	\$3,200.00
2. Design and Printing Flyers and Postcards	\$650.00
3. Event T-shirts	\$811.30
4. Postage mailing flyers, postcards etc...	\$450.00
5. Medals and Awards	\$200.00
6. Travel	\$600.00
7. Miscellaneous	\$500.00
8.	
9.	
10.	
11.	
12.	
<b>TOTAL OPERATING EXPENSES</b>	\$6,411.30
<b>TOTAL NET INCOME</b>	\$47,796.22

**III. ALLOCATION OF NET INCOME ( attach sheet if more space is needed)**

1. Camp Spirit Family Retreat Weekend	\$7,000.00
2. Emergency Financial Assistance	\$15,000.00
3. Educational Scholarships	\$15,000.00
4. Other educational Programs and Services	\$10,796.22
5.	
6.	
<b>TOTAL ALLOCATION OF NET INCOME</b>	\$47,796.22

Prepared by:  Date:





Department of State / Division of Corporations / Search Records / Search by Entity Name /

## Detail by Entity Name

Florida Not For Profit Corporation  
HEMOPHILIA FOUNDATION OF GREATER FLORIDA, INC.

### Filing Information

<b>Document Number</b>	N96000006581
<b>FEI/EIN Number</b>	59-3418827
<b>Date Filed</b>	12/27/1996
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDMENT
<b>Event Date Filed</b>	07/13/1998
<b>Event Effective Date</b>	NONE

### Principal Address

1350 ORANGE AVE  
SUITE 227  
WINTER PARK, FL 32789

Changed: 01/05/2011

### Mailing Address

1350 ORANGE AVE  
SUITE 227  
WINTER PARK, FL 32789

Changed: 01/05/2011

### Registered Agent Name & Address

HAYNES, FRANCINE G  
1350 ORANGE AVE  
SUITE 227  
WINTER PARK, FL 32789

Name Changed: 05/17/2001

Address Changed: 01/05/2011

### Officer/Director Detail

#### **Name & Address**

Title VP

BERKMAN, MIKE  
8354 TIBET BUTLER DRIVE  
WINDERMERE, FL 34786

Title D

CARTAGENA, HECTOR  
1912 B LEE ROAD, SUITE C-4  
ORLANDO, FL 32810

Title Director

APTE, ALAN  
PO BOX 1673  
ORLANDO, FL 32802

Title President

Vrochopoulos, Peter  
2225 Mount Vernon Street  
Orlando, FL 32803

Title Director

Riggs , Joe  
1350 ORANGE AVE  
SUITE 227  
WINTER PARK, FL 32789

Title Executive Director

Haynes, Francine  
1350 ORANGE AVE  
SUITE 227  
WINTER PARK, FL 32789

Title Secretary/Treasurer

Gregory, Eileen  
1350 ORANGE AVE  
SUITE 227  
WINTER PARK, FL 32789

Title Mr

Villareal-Charris, Jose  
1350 ORANGE AVE  
SUITE 227  
WINTER PARK, FL 32789

**Annual Reports**

# Permit



Parks and Recreation  
1400 19th Street North  
St. Petersburg, FL, US 33713

PHONE:(727) 893-7441  
EMAIL:stpeteparksrec@stpete.org

**Permit # R20438**

Status Approved  
Date Oct 22, 2024 4:30 PM

<b>Organization Name</b>	Hemophilia Foundation Of Greater Florida Inc - 54	<b>Organization Phone 1 Number</b>	(407) 629-0000
<b>Customer Type</b>	Non-Profit (Tax-Exempt)		
<b>Organization Address</b>	1350 ORANGE AVE SUITE 227 WINTER PARK, FL 32789		
<b>Agent Name</b>	Francine Haynes	<b>Primary Phone Number</b>	(407) 252-8964
		<b>Email Address</b>	FRANHAYNES@HEMOPHILIAFLORIDA.ORG
<b>System User</b>	45937	<b>Payer</b>	Hemophilia Foundation Of Greater Florida Inc

Rental Fee	\$330.00
Discounts	\$0.00
<b>Subtotal</b>	<b>\$330.00</b>
Deposits	\$0.00
Deposit Discounts	\$0.00
<b>Total Permit Fee</b>	<b>\$330.00</b>
<b>Total Payment</b>	<b>\$330.00</b>
Refunds	\$0.00
Balance	\$0.00

<b>SUPERHERO WALK</b>		1 resource(s)	1 booking(s)	<b>Subtotal: \$330.00</b>
Booking Summary				
<b>VIP Park &amp; Mole (Cosponsored Event)</b>				<b>Center: Vinoy Park</b>
<b>START DATE/TIME</b>	<b>END DATE/TIME</b>	<b>ATTENDEE</b>	<b>AMT W/O TAX</b>	
Sat, Sep 20, 2025 5:00 AM	Sat, Sep 20, 2025 2:00 PM	200	\$0.00	
<b>Resource level fees</b>			<b>\$330.00</b>	

<b>Custom Questions</b>	
<b>QUESTION</b>	<b>ANSWER</b>
Will this event be having beer or wine?	No
Will this event be having fireworks?	No
Will this event be having liquor?	No

Will this event be using fencing?	No
-----------------------------------	----

Payment and Refund					
RECEIPT #	DATE	FEE DESCRIPTION	EVENT	RESOURCE	PAYMENT / REFUND
1546099.004	Oct 14, 2024	Cosponsored Event	SUPERHERO WALK	VIP Park & Mole	\$330.00

**CITY OF ST. PETERSBURG  
PARKS & RECREATION DEPARTMENT  
CO-SPONSORED EVENT APPLICATION**



Date Received: \_\_\_\_\_  
 Check or Cash: \_\_\_\_\_  
 Application #: 89  
 Packet: \_\_\_\_\_  
 Permit #: \_\_\_\_\_

Event Title: Pride Month Kickoff Phone No.: 7273420084 Fax No.: \_\_\_\_\_

Entity Name: St Pete Pride, Inc Federal I.D. Number: 14-1876777

Event Date(s): June 1, 2025 Location: tbd

Day 1 of Event: June 1, 2025 Time Gates Open: tbd Ending Time: tbd

Day 2 of Event: \_\_\_\_\_ Time Gates Open: \_\_\_\_\_ Ending Time: \_\_\_\_\_

Day 3 of Event: \_\_\_\_\_ Time Gates Open: \_\_\_\_\_ Ending Time: \_\_\_\_\_

Application Prepared by: Nicole Berman Phone: 727-342-0084

Title: Executive Director Cell Phone: \_\_\_\_\_

Address: 3251 3rd Ave N City: St. Petersburg State: FL Zip: 33713

Email Address: nicole@stpetepride.com

Additional Contact Person: Dr. Byron Green-Calisch Day Phone: 727-342-0084

What month/year were you incorporated as nonprofit? March 2003

List all 501(c)3 entities that will benefit from this event. St Pete Pride

Name of the for-profit entity? n/a

**Describe your event with details.**

The St Pete Pride Kick Off event is held to support the culture and advancement of the LGBTQIA+ community with a focus on celebrating the start of Pride Month, dedicated to increasing visibility for equity and inclusion of the community.

**Describe what economic benefit and impact this event will bring to St. Petersburg.**

The Kick Off event strenghtens St.Petersburg's image as an inclusive and progressive city. The event generates revenue for local businesses - especially hotels and the hospitality sector. Studies have proven that our diverse and inclusive atmosphere have encouraged business relocations and new residents to seek out St. Petersburg as their primary destination.

Each co-sponsored entity must possess liability insurance naming the City of St. Petersburg as an additional insured and secure said insurance in the amount determined by the City.

Does your group presently have liability insurance?  YES  NO How much? 1,000,000

Are there plans to sell or distribute beer/wine at your event?  YES  NO

Will there be an admission / registration fee?  YES  NO Advanced Fee: \_\_\_\_\_ Day of: \_\_\_\_\_

Please provide the website address for your event. https://stpetepride.org

Please provide a phone number that can be advertised to the public. 7273420084

What is the estimated attendance for this event? Spectators 500 Participants 50 Last Year's Total Attendance 750

Please check the equipment and/or facilities you are requesting.

Recreation Equipment

Showmobile (Yes/No)   
# Bleacher(s) needed. Each bleacher approx. 180 people)   
Tables (6 ft) # needed  Chairs # needed   
Public Address System   
# of portable risers needed (4 in. x 8 in. x 16 in. sections)

Special Events Facilities

- Mahaffey Theater
- Coliseum
- Sunken Gardens
- Boyd Hill

Non-City Locations

Which Location?

**The following departments may provide and charge for additional services. You will be provided cost estimates in your Co-sponsored Agreement.**

- POLICE: Public Safety Personnel, Marine Services
- TRAFFIC: Personnel, Equipment (cones, barricades, no parking signs)
- FIRE: Paramedics, Inspectors
- PARKS SERVICES: Cleanup Personnel, Dumpster(s), Trash Receptacles, Event Site Preparation and Restoration
- RECREATION SERVICES: On-site Presence, Logistics Help, Liaison with Other Ddepartments

**Note:** The City does not provide tents, Port-O-Lets, or large quantities of tables and chairs.

I certify that the event will be open to all citizens and that individuals will not be barred from participation due to race, creed, color, national origin, sex, age, or physical impairment. I understand that a financial report of the event is due in the Parks and Recreation office within 30 days of the completion of the event. I also understand that the City is to be shown as a co-sponsor on any promotional materials produced for the event. I agree to obtain the required liability insurance and to secure all necessary city/county/state permits/licenses. I further certify that the facts contained in this application are accurate.

Name:	Nicole Berman	Title:	Executive Director	Date:	9/20/2024
Co-Sign:	Dr. Byron Green-Calisch	Title:	Board President	Date:	9/20/2024

- NOTE: a. **If person/entity preparing this application is not representing a nonprofit entity, the application must be co-signed by someone from a sponsoring nonprofit entity. A copy of the sponsoring entity's 501(c)3 designation must accompany this application.**
- b. **If your entity has outstanding financial obligations with any department within the City of St. Petersburg, your application will not be processed until debt is paid.**
- c. **Applications lacking information or the required completed appendixes listed below will not be processed.**

PLEASE ATTACH THE FOLLOWING

1. Route map for parade, run, walk, and/or bike event.
2. Site map of event and detail schedule of each day's events including open and close times.
3. Complete Appendix B and Appendix C.
4. Check for \$30.00 for co-sponsored application processing (non-refundable).
5. Check for park permit fee. See Appendix A for fee structure.
6. A copy of 501(c)3 designation (if applicable)

FOR FURTHER INFORMATION, PLEASE CALL LYNN GORDON, PARKS & RECREATION MANAGER,  
727-893-7766 or EMAIL: StPeteEvents@stpete.org

PARKS & RECREATION DEPARTMENT  
CO-SPONSORED EVENTS  
SUMMARY SHEET

Review and check all conditions which apply to this event: Note the corresponding obligation for each condition.

**Condition**

**Obligation**

- |   |  |                                    |
|---|--|------------------------------------|
| <input checked="" type="checkbox"/> Public Invited                      |  | General Liability Insurance        |
| <input type="checkbox"/> Located in Park                                |  | Park Permit                        |
| <input checked="" type="checkbox"/> Vending Product / Merchandise Sales |  | Occupational License               |
| <input checked="" type="checkbox"/> Vending Food / Beverage             |  | Health Inspection                  |
| <input checked="" type="checkbox"/> Vendors / Exhibitors                | How many? 1 - 10 Vendors / Exhibitors  | Alcohol Permit                     |
| <input checked="" type="checkbox"/> Vending Beer / Wine                 |  | Additional insurance Required      |
| <input type="checkbox"/> Erecting Tents - Larger than 10ft x 12ft       | How many?  | Temporary Structure Permit         |
| <input type="checkbox"/> Fence Installation                             | What type?   | Temporary Structure Permit         |
| <input type="checkbox"/> Other Structures                               | What structure?  | Temporary Structure Permit         |
| <input type="checkbox"/> Open Flame Food Preparation                    |  | Fire Inspection Permit             |
| <input type="checkbox"/> Pyrotechnics                                   |  | Fireworks Permit                   |
| <input checked="" type="checkbox"/> Require Street Closure              |  | Parade or Street Closure Permit(s) |
| <input type="checkbox"/> VIP Area                                       |  |                                    |
| <input checked="" type="checkbox"/> Staging                             | <input checked="" type="checkbox"/> Professional <input type="checkbox"/> Showmobile <input type="checkbox"/> Other  |                                    |
| <input checked="" type="checkbox"/> Amplified Sound                     | <input checked="" type="checkbox"/> Performers <input type="checkbox"/> Announcement Only  |                                    |
| <input checked="" type="checkbox"/> Security                            | <input checked="" type="checkbox"/> Daytime - Private <input type="checkbox"/> Overnight - Private <input checked="" type="checkbox"/> Event Time Frame - SPPD |                                    |
| <input checked="" type="checkbox"/> Sanitary Facilities - Port-O-Lets   | Regular Units tbd Disabled Units tbd Hand Washing tbd  |                                    |
| <input type="checkbox"/> Off-site Parking / Shuttle                     |  |                                    |
| <input type="checkbox"/> Semitruck / Tractor Trailer                    |  |                                    |

Marketing: Please check all that apply.

- |  |  |
|--|--|
| <input type="checkbox"/> Invitations                     | <input checked="" type="checkbox"/> Radio            |
| <input checked="" type="checkbox"/> Posters / Flyers     | <input checked="" type="checkbox"/> Television       |
| <input checked="" type="checkbox"/> Newspaper / Internet | <input checked="" type="checkbox"/> Remote Broadcast |

**City logo should be used in any promotional materials, posters, flyers, ads, website, public service announcements, and press releases.**

Electrical Requirements:

Does your event require any power needs using more than the standard 110/20amp located in the parks?  YES  NO

If YES, check all that apply.  RV'S  Coffee Vendors  Ice Bins  Freezers  Ice Cream Vendors  Catering Trucks

Other:

Please explain the details of the above items checked. Tell us how much and what type of power they would require.

Will you supply your own generators?  YES  NO

Will your event have a licensed electrician on-site during the event?  YES  NO If YES, who?

Will your event be requesting any variances from City policies or procedures? If YES, please explain.

No

If City permits, licenses, or services are required for event, who will pay for them?

Name: 

St Pete Pride, Inc

 Phone: 

727-342-0084

Address (including zip): 

3251 3rd Ave N, St. Petersburg, FL 33713

Type of music, # of stages, and # of bands.

Live performances, DJ

List Vending Products. Name & Provider.

Various

For Use of Beer/Wine - Please provide name, address and phone number of the sponsoring 501(c)3 or catering company.

St Pete Pride  
3251 3rd Ave N, St. Petersburg, FL 33713

Explain subject/purpose of all speeches/demonstrations which will occur.

Celebration of diversity within the LGBTQIA+ community and the importance of supporting Pride events.

Discuss your load in/load out parking needs, include times and dates.

Load In/Out for event- same day within time available based on location



Other Comments: Please describe your fee structure.

n/a

Other comments:

St Pete Pride is looking into alternate locations for KickOff to support local businesses and attract participants in varying locations throughout the City. Proposed options for 2025- Grand Central District, Edge District, St Pete Pier. Time for event will be evening 7-10pm or afternoon 12-3pm/4-7pm.

I represent and warrant that the purpose of the proposed activity/event and conduct of the sponsor(s) and the participants shall conform to all requirements of law and all ordinances of the State of Florida, Pinellas County, and the City of St. Petersburg including, but not limited to, City noise ordinances and Parks and Recreation Department Policies and Procedures. I acknowledge that failure to observe such laws, ordinances, or policies and procedures will result in an immediate cancellation of the event and all permits.

**WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THE PARKS AND RECREATION DEPARTMENT POLICIES AND PROCEDURES PERTAINING TO THE USE OF PARKS AND THE PARK RULES SET FORTH IN ARTICLE II, CHAPTER 21, OF THE ST. PETERSBURG CITY CODE, INCLUDING BUT NOT LIMITED TO THE INDEMNIFICATION AND INSPECTION OBLIGATIONS ASSUMED BY ME AND THE PERSON OR ENTITY ON WHOSE BEHALF THIS APPLICATION IS BEING MADE.**

*I certify that the facts contained in this application are accurate.*

Name: Nicole Berman

Title: Executive Director

Date: 9/20/2024

**Appendix B  
President or CEO  
Responsible Party Information**

Please complete the information below for each responsible party.

Name of the **Nonprofit** Corporation:

Name of Responsible Party (President or CEO ONLY):

Title of Responsible Party:

Physical Address of Responsible Party:

Phone Number of Responsible Party:

Email Address of Responsible Party:

Nonprofit (Employee Identification Number):

---

Name of the **For-profit** Corporation:

Name of Responsible Party (President or CEO ONLY):

Title of Responsible Party:

Physical Address of Responsible Party:

Phone Number of Responsible Party:

Email Address of Responsible Party:

For-profit (Employee Identification Number)

**Please include a copy of the the current IRS Nonprofit Affidavit / For Profit**

What method of invoicing would your organization prefer?

BY Mail

Contact Name

Address

City, State, Zip

BY EMAIL

Email Address:

**APPENDIX C  
STATEMENT OF REVENUE AND EXPENSES FORM  
PRIOR YEAR'S EVENT  
(Must be completed)**

Name of Event:

Date(s) of Event:  -

**I. REVENUE SOURCES (attach sheet if more space is needed)**

**Amount**

1.	<input type="text"/>	<input type="text"/>
2.	<input type="text"/>	<input type="text"/>
3.	<input type="text"/>	<input type="text"/>
4.	<input type="text"/>	<input type="text"/>
5.	<input type="text"/>	<input type="text"/>
6.	<input type="text"/>	<input type="text"/>
7.	<input type="text"/>	<input type="text"/>
8.	<input type="text"/>	<input type="text"/>

**TOTAL GROSS REVENUE**

**II. EXPENSES (attach sheet if more space is needed)**

1.	<input type="text"/>	<input type="text"/>
2.	<input type="text"/>	<input type="text"/>
3.	<input type="text"/>	<input type="text"/>
4.	<input type="text"/>	<input type="text"/>
5.	<input type="text"/>	<input type="text"/>
6.	<input type="text"/>	<input type="text"/>
7.	<input type="text"/>	<input type="text"/>
8.	<input type="text"/>	<input type="text"/>
9.	<input type="text"/>	<input type="text"/>
10.	<input type="text"/>	<input type="text"/>
11.	<input type="text"/>	<input type="text"/>
12.	<input type="text"/>	<input type="text"/>

**TOTAL OPERATING EXPENSES**

**TOTAL NET INCOME**

**III. ALLOCATION OF NET INCOME (attach sheet if more space is needed)**

1.	<input type="text"/>	<input type="text"/>
2.	<input type="text"/>	<input type="text"/>
3.	<input type="text"/>	<input type="text"/>
4.	<input type="text"/>	<input type="text"/>
5.	<input type="text"/>	<input type="text"/>
6.	<input type="text"/>	<input type="text"/>


**TOTAL ALLOCATION OF NET INCOME**


Prepared by:


Date:

Print Application

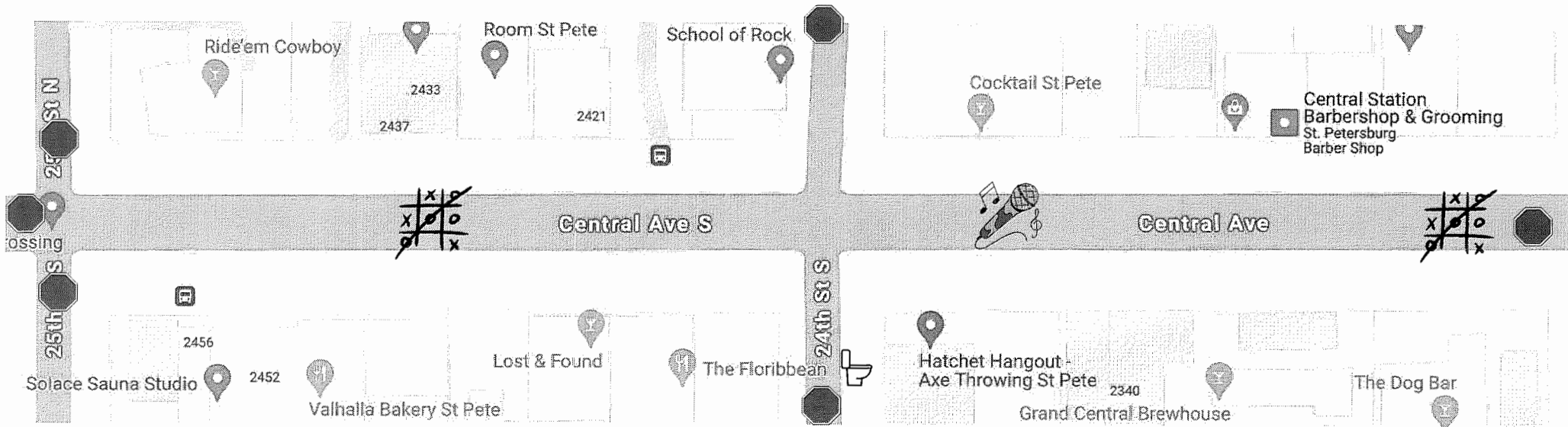
Submit Application by  
Email

 start/end street closure

 music/entertainment

 games

 restrooms



# KICKOFF PARTY



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Not For Profit Corporation  
ST. PETE PRIDE, INC.

### Filing Information

**Document Number** N03000002767  
**FEI/EIN Number** 14-1876777  
**Date Filed** 03/26/2003  
**State** FL  
**Status** ACTIVE

### Principal Address

3251 3rd Ave N  
St. Petersburg, FL 33713

Changed: 04/11/2021

### Mailing Address

PO BOX 12647  
ST. PETERSBURG, FL 33733

Changed: 02/12/2009

### Registered Agent Name & Address

Berman, Nicole  
3251 3rd Ave N  
St. Petersburg, FL 33713

Name Changed: 03/20/2023

Address Changed: 04/11/2021

### Officer/Director Detail

#### **Name & Address**

Title Treasurer

SOLOMONS, STANLEY P  
PO BOX 12647  
ST. PETERSBURG, FL 33733

Title Board Member

Robison, Molly  
PO Box 12647  
ST. PETERSBURG, FL 33733

Title Board Member

Freisberg, Tiffany  
PO BOX 12647  
ST. PETERSBURG, FL 33733

Title Board Member

Alves, Gabe  
PO BOX 12647  
ST. PETERSBURG, FL 33733

Title Board Member

Hobbs, Clifford  
PO BOX 12647  
ST. PETERSBURG, FL 33733

Title Executive Director

Berman , Nicole  
3251 3rd Ave N  
St. Petersburg, FL 33713

Title Secretary

Lightsey , Darius  
3251 3rd Ave N  
St. Petersburg, FL 33713

Title President

Green , Byron  
3251 3rd Ave N  
St. Petersburg, FL 33713

Title Board Member

Hobbs, Clifford  
3251 3rd Ave N  
St. Petersburg, FL 33713

Title Board Member

Brown , Immani  
3251 3rd Ave N  
St. Petersburg, FL 33713

Title VP

Morge , Stephanie  
3251 3rd Ave N  
St. Petersburg, FL 33713

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2023	03/20/2023
2023	10/17/2023
2024	04/05/2024

**Document Images**

<a href="#">04/05/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">03/20/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">04/11/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/18/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/16/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">12/06/2018 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">11/23/2018 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/25/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">09/18/2017 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/10/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/22/2016 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/28/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/23/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/05/2014 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/09/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/14/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/22/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/04/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/20/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/14/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/21/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/24/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/17/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/12/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/20/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/01/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/21/2006 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/26/2005 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/30/2004 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/26/2003 -- Domestic Non-Profit</a>	<a href="#">View image in PDF format</a>

**CITY OF ST. PETERSBURG  
 PARKS & RECREATION DEPARTMENT  
 CO-SPONSORED EVENT APPLICATION**



Date Received: \_\_\_\_\_  
 Check or Cash: \_\_\_\_\_  
 Application #: 90  
 Packet: \_\_\_\_\_  
 Permit #: \_\_\_\_\_

Event Title: St Pete Pride LGBTQIA+ Youth and Family Day Phone No.: 7273420084 Fax No.: \_\_\_\_\_

Entity Name: St Pete Pride, Inc Federal I.D. Number: 14-1876777

Event Date(s): May 3 or June 21, 2025 Location: Spa Beach Park or North Straub Park

Day 1 of Event: May 3, 2025 Time Gates Open: 10:00 am Ending Time: 3:00 pm

Day 2 of Event: \_\_\_\_\_ Time Gates Open: \_\_\_\_\_ Ending Time: \_\_\_\_\_

Day 3 of Event: \_\_\_\_\_ Time Gates Open: \_\_\_\_\_ Ending Time: \_\_\_\_\_

Application Prepared by: Nicole Berman Phone: 727-342-0084

Title: Executive Director Cell Phone: \_\_\_\_\_

Address: 3251 3rd Ave N City: St. Petersburg State: FL Zip: 33713

Email Address: nicole@stpetepride.com

Additional Contact Person: Dr. Byron Green-Calisch Day Phone: 7273420084

What month/year were you incorporated as nonprofit? March 2003

List all 501(c)3 entities that will benefit from this event. St Pete Pride

Name of the for-profit entity? n/a

**Describe your event with details.**

The St Pete Pride LGBTQIA+ Youth and Family Day is held to support the culture and advancement of the LGBTQIA+ Community with a focus on youth and families. The event will feature family-focused vendors, entertainment, and activities. LGBTQ+ families and allies will gather for this one of a kind Pride celebration.

Describe what economic benefit and impact this event will bring to St. Petersburg.

The LBGTQIA+ Youth and Family Day event strenghtens St.Petersburg's image as an inclusive and progressive city. The event generates revenue for local businesses - especially hotels and the hospitality sector. Studies have proven that our diverse and inclusive atmosphere have encouraged business relocations and new residents to seek out St. Petersburg as their primary destination.

Each co-sponsored entity must possess liability insurance naming the City of St. Petersburg as an additional insured and secure said insurance in the amount determined by the City.

Does your group presently have liability insurance?  YES  NO How much? 1,000,000

Are there plans to sell or distribute beer/wine at your event?  YES  NO

Will there be an admission / registration fee?  YES  NO Advanced Fee: \_\_\_\_\_ Day of: \_\_\_\_\_

Please provide the website address for your event. https://stpetepride.org

Please provide a phone number that can be advertised to the public. 727-342-0084

What is the estimated attendance for this event? Spectators 5,000 Participants 200 Last Year's Total Attendance 5,000



Please check the equipment and/or facilities you are requesting.

Recreation Equipment

Showmobile (Yes/No)

# Bleacher(s) needed. Each bleacher approx. 180 people)

Tables (6 ft) # needed  Chairs # needed

Public Address System

# of portable risers needed (4 in. x 8 in. x 16 in. sections)

Special Events Facilities

Mahaffey Theater

Coliseum

Sunken Gardens

Boyd Hill

Non-City Locations

Which Location?

**The following departments may provide and charge for additional services. You will be provided cost estimates in your Co-sponsored Agreement.**

- POLICE: Public Safety Personnel, Marine Services
- TRAFFIC: Personnel, Equipment (cones, barricades, no parking signs)
- FIRE: Paramedics, Inspectors
- PARKS SERVICES: Cleanup Personnel, Dumpster(s), Trash Receptacles, Event Site Preparation and Restoration
- RECREATION SERVICES: On-site Presence, Logistics Help, Liaison with Other Ddepartments

**Note:** The City does not provide tents, Port-O-Lets, or large quantities of tables and chairs.

I certify that the event will be open to all citizens and that individuals will not be barred from participation due to race, creed, color, national origin, sex, age, or physical impairment. I understand that a financial report of the event is due in the Parks and Recreation office within 30 days of the completion of the event. I also understand that the City is to be shown as a co-sponsor on any promotional materials produced for the event. I agree to obtain the required liability insurance and to secure all necessary city/county/state permits/licenses. I further certify that the facts contained in this application are accurate.

Name:	Nicole Berman	Title:	Executive Director	Date:	9/20/2024
Co-Sign:	Dr. Byron Green-Calisch	Title:	Board President	Date:	9/20/2024

- NOTE: a. **If person/entity preparing this application is not representing a nonprofit entity, the application must be co-signed by someone from a sponsoring nonprofit entity. A copy of the sponsoring entity's 501(c)3 designation must accompany this application.**
- b. **If your entity has outstanding financial obligations with any department within the City of St. Petersburg, your application will not be processed until debt is paid.**
- c. **Applications lacking information or the required completed appendixes listed below will not be processed.**

PLEASE ATTACH THE FOLLOWING

1. Route map for parade, run, walk, and/or bike event.
2. Site map of event and detail schedule of each day's events including open and close times.
3. Complete Appendix B and Appendix C.
4. Check for \$30.00 for co-sponsored application processing (non-refundable).
5. Check for park permit fee. See Appendix A for fee structure.
6. A copy of 501(c)3 designation (if applicable)

FOR FURTHER INFORMATION, PLEASE CALL LYNN GORDON, PARKS & RECREATION MANAGER, 727-893-7766 or EMAIL: StPeteEvents@stpete.org

PARKS & RECREATION DEPARTMENT  
CO-SPONSORED EVENTS  
SUMMARY SHEET

Review and check all conditions which apply to this event: Note the corresponding obligation for each condition.

<u>Condition</u>	<u>Obligation</u>
<input checked="" type="checkbox"/> Public Invited	General Liability Insurance
<input checked="" type="checkbox"/> Located in Park	Park Permit
<input checked="" type="checkbox"/> Vending Product / Merchandise Sales	Occupational License
<input checked="" type="checkbox"/> Vending Food / Beverage	Health Inspection
<input checked="" type="checkbox"/> Vendors / Exhibitors	Alcohol Permit Additional insurance Required
How many? <input type="text" value="Over 30 Vendors / Exhibitor"/>	
<input checked="" type="checkbox"/> Vending Beer / Wine	
<input checked="" type="checkbox"/> Erecting Tents - Larger than 10ft x 12ft	Temporary Structure Permit
How many? <input type="text" value="10"/>	
<input checked="" type="checkbox"/> Fence Installation	Temporary Structure Permit
What type? <input type="text" value="6' chain link"/>	
<input type="checkbox"/> Other Structures	Temporary Structure Permit
What structure? <input type="text"/>	
<input type="checkbox"/> Open Flame Food Preparation	Fire Inspection Permit
<input type="checkbox"/> Pyrotechnics	Fireworks Permit
<input checked="" type="checkbox"/> Require Street Closure	Parade or Street Closure Permit(s)
<input type="checkbox"/> VIP Area	
<input checked="" type="checkbox"/> Staging	
<input checked="" type="checkbox"/> Amplified Sound	<input checked="" type="checkbox"/> Professional <input type="checkbox"/> Showmobile <input type="checkbox"/> Other
<input checked="" type="checkbox"/> Security	<input checked="" type="checkbox"/> Performers <input type="checkbox"/> Announcement Only
<input checked="" type="checkbox"/> Sanitary Facilities - Port-O-Lets	<input checked="" type="checkbox"/> Daytime - Private <input checked="" type="checkbox"/> Overnight - Private <input checked="" type="checkbox"/> Event Time Frame - SPPD
<input type="checkbox"/> Off-site Parking / Shuttle	Regular Units <input type="text" value="tbd"/> Disabled Units <input type="text" value="tbd"/> Hand Washing <input type="text" value="tbd"/>
<input checked="" type="checkbox"/> Semitruck / Tractor Trailer	

Marketing: Please check all that apply.

- |  |  |
|--|--|
| <input type="checkbox"/> Invitations                     | <input checked="" type="checkbox"/> Radio            |
| <input checked="" type="checkbox"/> Posters / Flyers     | <input checked="" type="checkbox"/> Television       |
| <input checked="" type="checkbox"/> Newspaper / Internet | <input checked="" type="checkbox"/> Remote Broadcast |

**City logo should be used in any promotional materials, posters, flyers, ads, website, public service announcements, and press releases.**

Electrical Requirements:

Does your event require any power needs using more than the standard 110/20amp located in the parks?  YES  NO

If YES, check all that apply.  RV'S  Coffee Vendors  Ice Bins  Freezers  Ice Cream Vendors  Catering Trucks

Other:

Please explain the details of the above items checked. Tell us how much and what type of power they would require.

Sound will require power. We may supplement with generators (as needed).

Will you supply your own generators?  YES  NO

Will your event have a licensed electrician on-site during the event?  YES  NO If YES, who?

Will your event be requesting any variances from City policies or procedures? If YES, please explain.

No

If City permits, licenses, or services are required for event, who will pay for them?

Name: St Pete Pride, Inc

Phone: 727-342-0084

Address (including zip):

Type of music, # of stages, and # of bands.

Live entertainment, 1 stage, up to 10 acts

List Vending Products. Name & Provider.

Various

For Use of Beer/Wine - Please provide name, address and phone number of the sponsoring 501(c)3 or catering company.

St Pete Pride

3251 3rd Ave N, St. Petersburg, FL 33713

Explain subject/purpose of all speeches/demonstrations which will occur.

Celebration of diversity within the LGBTQIA+ community and the importance of supporting LGBTQIA+ youth

Discuss your load in/load out parking needs, include times and dates.

Thurs/Friday before event- Load In for fencing, tents, porta-potties, ect  
Day of- Event vendors, ice/bar, small stage load in 7am load out by 6pm  
Sunday/Monday post event- Load out for fencing, tents, porta potties, ect

Other Comments: Please describe your fee structure.

Fee structures vary by organization type- non-profit, small business, corporate etc. Add ons available and vary by event. Fees may range from \$150-\$500. Sliding/reduced fee structure for local LGBTQIA+ or BIPOC owned/operated non-profits and small buisnesses.

Other comments:

We are interested in potentially moving this event to May and are gathering feedback on from the community on the change.

I represent and warrant that the purpose of the proposed activity/event and conduct of the sponsor(s) and the participants shall conform to all requirements of law and all ordinances of the State of Florida, Pinellas County, and the City of St. Petersburg including, but not limited to, City noise ordinances and Parks and Recreation Department Policies and Procedures. I acknowledge that failure to observe such laws, ordinances, or policies and procedures will result in an immediate cancellation of the event and all permits.

**WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THE PARKS AND RECREATION DEPARTMENT POLICIES AND PROCEDURES PERTAINING TO THE USE OF PARKS AND THE PARK RULES SET FORTH IN ARTICLE II, CHAPTER 21, OF THE ST. PETERSBURG CITY CODE, INCLUDING BUT NOT LIMITED TO THE INDEMNIFICATION AND INSPECTION OBLIGATIONS ASSUMED BY ME AND THE PERSON OR ENTITY ON WHOSE BEHALF THIS APPLICATION IS BEING MADE.**

***I certify that the facts contained in this application are accurate.***

Name: Nicole Berman

Title: Executive Director

Date: 9/20/2024

## Appendix B President or CEO Responsible Party Information

Please complete the information below for each responsible party.

Name of the <b>Nonprofit</b> Corporation:	St Pete Pride, Inc
Name of Responsible Party (President or CEO ONLY):	Dr. Byron Green-Calisch
Title of Responsible Party:	Board President
Physical Address of Responsible Party:	3251 3rd Ave N, Suite 125, St. Petersburg, FL 33713
Phone Number of Responsible Party:	727-342-0084
Email Address of Responsible Party:	byron@stpetepride.com
Nonprofit (Employee Identification Number):	14-1876777

---

Name of the <b>For-profit</b> Corporation:	
Name of Responsible Party (President or CEO ONLY):	
Title of Responsible Party:	
Physical Address of Responsible Party:	
Phone Number of Responsible Party:	
Email Address of Responsible Party:	
For-profit (Employee Identification Number)	

**Please include a copy of the the current IRS Nonprofit Affidavit / For Profit**

What method of invoicing would your organization prefer?

BY Mail

Contact Name

Address

City, State, Zip

BY EMAIL

Email Address:

nicole@stpetepride.com, jim@stpetepride.com, info@stpetepride.com

**APPENDIX C  
STATEMENT OF REVENUE AND EXPENSES FORM  
PRIOR YEAR'S EVENT  
(Must be completed)**

Name of Event: St Pete Pride Family Day  
 Date(s) of Event: May 3, 2025 - May 3, 2025

**I. REVENUE SOURCES (attach sheet if more space is needed)**

**Amount**

1.	Corporate Donations	9,200
2.	Individual Donations	2,500
3.	Event Revenue	35,000
4.		
5.		
6.		
7.		
8.		
<b>TOTAL GROSS REVENUE</b>		

**II. EXPENSES (attach sheet if more space is needed)**

1.	Production/Event Operations	40,000
2.	Marketing	2,500
3.	Entertainment	4,200
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
<b>TOTAL OPERATING EXPENSES</b>		
<b>TOTAL NET INCOME</b>		





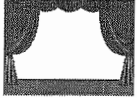


**III. ALLOCATION OF NET INCOME ( attach sheet if more space is needed)**

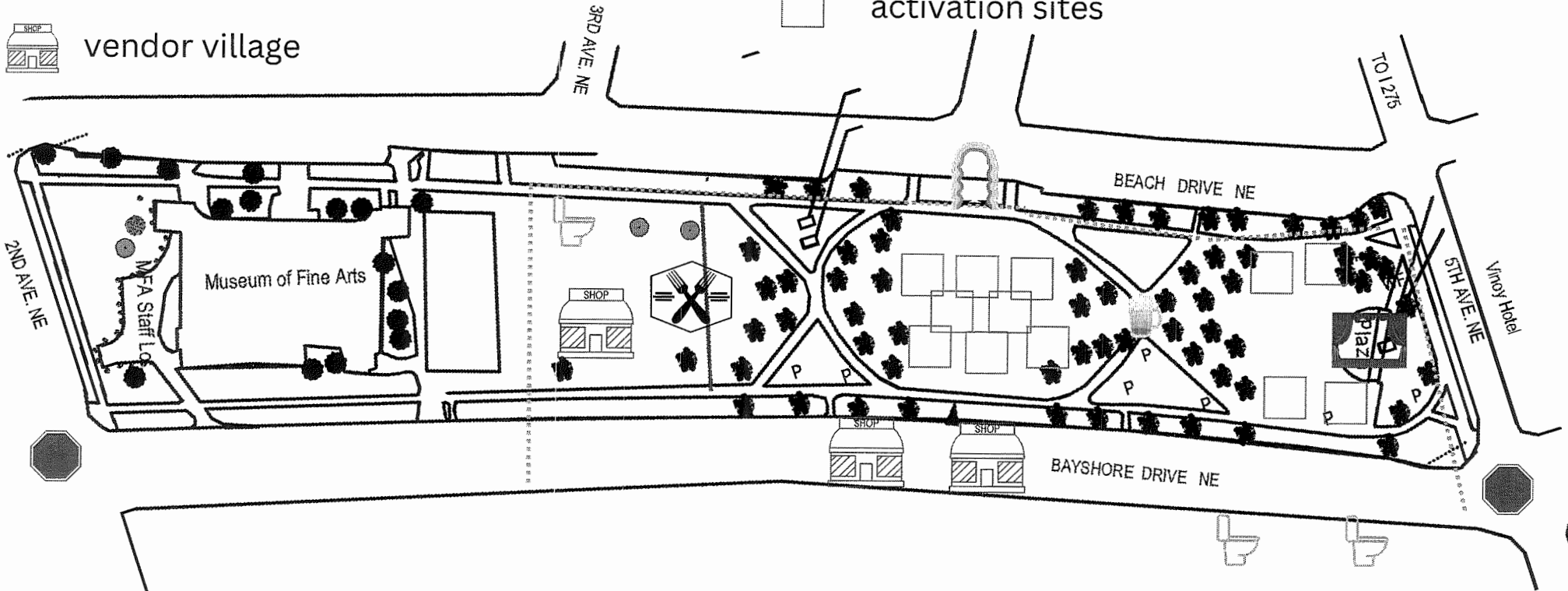
1.		
2.		
3.		
4.		
5.		
6.		
<b>TOTAL ALLOCATION OF NET INCOME</b>		

Prepared by: Nicole Berman Date: 9/20/2024

Print Application

Submit Application by  
Email

- ..... 6" fence
-  beverage tent
-  vendor village
-  food court
-  archway
-  stage
-  restrooms
-  activation sites



# North Straub Family Day



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Not For Profit Corporation  
ST. PETE PRIDE, INC.

### Filing Information

**Document Number** N03000002767  
**FEI/EIN Number** 14-1876777  
**Date Filed** 03/26/2003  
**State** FL  
**Status** ACTIVE

### Principal Address

3251 3rd Ave N  
St. Petersburg, FL 33713

Changed: 04/11/2021

### Mailing Address

PO BOX 12647  
ST. PETERSBURG, FL 33733

Changed: 02/12/2009

### Registered Agent Name & Address

Berman, Nicole  
3251 3rd Ave N  
St. Petersburg, FL 33713

Name Changed: 03/20/2023

Address Changed: 04/11/2021

### Officer/Director Detail

#### **Name & Address**

Title Treasurer

SOLOMONS, STANLEY P  
PO BOX 12647  
ST. PETERSBURG, FL 33733

Title Board Member



Robison, Molly  
PO Box 12647  
ST. PETERSBURG, FL 33733

Title Board Member

Freisberg, Tiffany  
PO BOX 12647  
ST. PETERSBURG, FL 33733

Title Board Member

Alves, Gabe  
PO BOX 12647  
ST. PETERSBURG, FL 33733

Title Board Member

Hobbs, Clifford  
PO BOX 12647  
ST. PETERSBURG, FL 33733

Title Executive Director

Berman , Nicole  
3251 3rd Ave N  
St. Petersburg, FL 33713

Title Secretary

Lightsey , Darius  
3251 3rd Ave N  
St. Petersburg, FL 33713

Title President

Green , Byron  
3251 3rd Ave N  
St. Petersburg, FL 33713

Title Board Member

Hobbs, Clifford  
3251 3rd Ave N  
St. Petersburg, FL 33713

Title Board Member

Brown , Immani  
3251 3rd Ave N  
St. Petersburg, FL 33713

Title VP

Morge , Stephanie  
3251 3rd Ave N  
St. Petersburg, FL 33713

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2023	03/20/2023
2023	10/17/2023
2024	04/05/2024

**Document Images**

<a href="#">04/05/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/17/2023 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/20/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/26/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/11/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/18/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/16/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">12/06/2018 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">11/23/2018 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/25/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">09/18/2017 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/10/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/22/2016 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/28/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/23/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/05/2014 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/09/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/14/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/22/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/04/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/20/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/14/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/21/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/24/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/17/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/12/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/20/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/01/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/21/2006 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/26/2005 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/30/2004 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/26/2003 -- Domestic Non-Profit</a>	<a href="#">View image in PDF format</a>

**CITY OF ST. PETERSBURG  
PARKS & RECREATION DEPARTMENT  
CO-SPONSORED EVENT APPLICATION**



Date Received: \_\_\_\_\_  
 Check or Cash: \_\_\_\_\_  
 Application #: 91  
 Packet: \_\_\_\_\_  
 Permit #: \_\_\_\_\_

Event Title: St Pete Pride Weekend Phone No.: 7273420084 Fax No.: \_\_\_\_\_

Entity Name: St Pete Pride, Inc Federal I.D. Number: 14-1876777

Event Date(s): June 27-29, 2025 Location: Downtown/Waterfront and Grand Central District

Day 1 of Event: June 28, 2025 Time Gates Open: 2:00 pm Ending Time: 10:00 pm

Day 2 of Event: June 29, 2025 Time Gates Open: 12:00 pm Ending Time: 5:00 pm

Day 3 of Event: \_\_\_\_\_ Time Gates Open: \_\_\_\_\_ Ending Time: \_\_\_\_\_

Application Prepared by: Nicole Berman Phone: 7273420084

Title: Executive Director Cell Phone: \_\_\_\_\_

Address: 3251 3rd Ave N City: St. Petersburg State: FL Zip: 33713

Email Address: nicole@stpetepride.com

Additional Contact Person: Dr. Byron Green-Calisch Day Phone: 7273420084

What month/year were you incorporated as nonprofit? March 2003

List all 501(c)3 entities that will benefit from this event. St Pete Pride

Name of the for-profit entity? n/a

**Describe your event with details.**

The St Pete Pride Parade and Festival are held to support the culture and advancement of the LGBTQIA+ community both locally, nationally and globally. On Friday evening, St Pete Pride will host a concert to kickoff our Pride Weekend of festivities at Jannus Live. Past headliners have included Idina Menzel and Sasha Colby. Saturday, tens of thousands of attendees will line the streets of Downtown St. Pete to cheer on parade participants and attend the main St Pete Pride festival. On Sunday, the Grand Central District will be lined with booths, live music, and interactive experiences as St Pete hosts one of the largest and most distinguished LGBTQIA+ celebrations in the country.

**Describe what economic benefit and impact this event will bring to St. Petersburg.**

The Pride Concert, Parade and Festival strengthen St.Petersburg's image as an inclusive and progressive city. The signature weekend celebration has the distinction of being Florida's largest LGBTQIA+ Pride Celebration, attracting an estimated 100,000 visitors from all around the country, thereby generating revenue for local businesses - especially hotels and the hospitality sector. The 2023 Economic Impact study showed \$35 million in direct spending and \$60 million in economic impact in St. Petersburg/Pinellas County. Studies have proven that our diverse and inclusive atmosphere have encouraged business relocations and new residents to seek out St. Petersburg as their primary destination.

Each co-sponsored entity must possess liability insurance naming the City of St. Petersburg as an additional insured and secure said insurance in the amount determined by the City.

Does your group presently have liability insurance?  YES  NO How much? 1,000,000

Are there plans to sell or distribute beer/wine at your event?  YES  NO

Will there be an admission / registration fee?  YES  NO Advanced Fee: \_\_\_\_\_ Day of: \_\_\_\_\_

Please provide the website address for your event. https://stpetepride.org

Please provide a phone number that can be advertised to the public. 7273420084

What is the estimated attendance for this event? Spectators 150,000 Participants 8,000 Last Year's Total Attendance 158,000

Please check the equipment and/or facilities you are requesting.

Recreation Equipment

Showmobile (Yes/No)   
# Bleacher(s) needed. Each bleacher approx. 180 people)   
Tables (6 ft) # needed  Chairs # needed   
Public Address System   
# of portable risers needed (4 in. x 8 in. x 16 in. sections)

Special Events Facilities

Mahaffey Theater  
 Coliseum  
 Sunken Gardens  
 Boyd Hill

Non-City Locations

Which Location?

**The following departments may provide and charge for additional services. You will be provided cost estimates in your Co-sponsored Agreement.**

POLICE: Public Safety Personnel, Marine Services  
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PARKS SERVICES: Cleanup Personnel, Dumpster(s), Trash Receptacles, Event Site Preparation and Restoration  
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**Note: The City does not provide tents, Port-O-Lets, or large quantities of tables and chairs.**

I certify that the event will be open to all citizens and that individuals will not be barred from participation due to race, creed, color, national origin, sex, age, or physical impairment. I understand that a financial report of the event is due in the Parks and Recreation office within 30 days of the completion of the event. I also understand that the City is to be shown as a co-sponsor on any promotional materials produced for the event. I agree to obtain the required liability insurance and to secure all necessary city/county/state permits/licenses. I further certify that the facts contained in this application are accurate.

Name: Nicole Berman	Title: Executive Director	Date: 9/20/2024
Co-Sign: Dr. Byron Green- Calisch	Title: Board President	Date: 9/20/2024

- NOTE: a. **If person/entity preparing this application is not representing a nonprofit entity, the application must be co-signed by someone from a sponsoring nonprofit entity. A copy of the sponsoring entity's 501(c)3 designation must accompany this application.**
- b. **If your entity has outstanding financial obligations with any department within the City of St. Petersburg, your application will not be processed until debt is paid.**
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2. Site map of event and detail schedule of each day's events including open and close times.
3. Complete Appendix B and Appendix C.
4. Check for \$30.00 for co-sponsored application processing (non-refundable).
5. Check for park permit fee. See Appendix A for fee structure.
6. A copy of 501(c)3 designation (if applicable)

FOR FURTHER INFORMATION, PLEASE CALL LYNN GORDON, PARKS & RECREATION MANAGER,  
727-893-7766 or EMAIL: StPeteEvents@stpete.org

PARKS & RECREATION DEPARTMENT  
CO-SPONSORED EVENTS  
SUMMARY SHEET

Review and check all conditions which apply to this event: Note the corresponding obligation for each condition.

**Condition**

**Obligation**

- |  |   |  |
|--|---|--|
| <input checked="" type="checkbox"/> Public Invited                           |   | General Liability Insurance                  |
| <input checked="" type="checkbox"/> Located in Park                          |   | Park Permit                                  |
| <input checked="" type="checkbox"/> Vending Product / Merchandise Sales      |   | Occupational License                         |
| <input checked="" type="checkbox"/> Vending Food / Beverage                  |   | Health Inspection                            |
| <input checked="" type="checkbox"/> Vendors / Exhibitors                     | How many? <input style="width: 150px;" type="text"/>  |  |
| <input checked="" type="checkbox"/> Vending Beer / Wine                      |   | Alcohol Permit Additional insurance Required |
| <input checked="" type="checkbox"/> Erecting Tents - Larger than 10ft x 12ft | How many? <input style="width: 100px; text-align: center; value: 10;" type="text"/>   | Temporary Structure Permit                   |
| <input checked="" type="checkbox"/> Fence Installation                       | What type? <input style="width: 200px; text-align: center; value: 6' chain link;" type="text"/>   | Temporary Structure Permit                   |
| <input checked="" type="checkbox"/> Other Structures                         | What structure? <input style="width: 200px; text-align: center; value: staging;" type="text"/>  | Temporary Structure Permit                   |
| <input type="checkbox"/> Open Flame Food Preparation                         |   | Fire Inspection Permit                       |
| <input type="checkbox"/> Pyrotechnics  |   | Fireworks Permit                             |
| <input checked="" type="checkbox"/> Require Street Closure                   |   | Parade or Street Closure Permit(s)           |
| <input checked="" type="checkbox"/> VIP Area                                 |   |  |
| <input checked="" type="checkbox"/> Staging                                  | <input checked="" type="checkbox"/> Professional <input type="checkbox"/> Showmobile <input type="checkbox"/> Other   |  |
| <input checked="" type="checkbox"/> Amplified Sound                          | <input checked="" type="checkbox"/> Performers <input type="checkbox"/> Announcement Only   |  |
| <input checked="" type="checkbox"/> Security                                 | <input checked="" type="checkbox"/> Daytime - Private <input checked="" type="checkbox"/> Overnight - Private <input checked="" type="checkbox"/> Event Time Frame - SPPD   |  |
| <input checked="" type="checkbox"/> Sanitary Facilities - Port-O-Lets        | Regular Units <input style="width: 50px; text-align: center; value: tbd;" type="text"/> Disabled Units <input style="width: 50px; text-align: center; value: tbd;" type="text"/> Hand Washing <input style="width: 50px; text-align: center; value: tbd;" type="text"/> |  |
| <input type="checkbox"/> Off-site Parking / Shuttle                          |   |  |
| <input type="checkbox"/> Semitruck / Tractor Trailer                         |   |  |

Marketing: Please check all that apply.

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Invitations                     | <input checked="" type="checkbox"/> Radio            | <b>City logo should be used in any promotional materials, posters, flyers, ads, website, public service announcements, and press releases.</b> |
| <input checked="" type="checkbox"/> Posters / Flyers     | <input checked="" type="checkbox"/> Television       |  |
| <input checked="" type="checkbox"/> Newspaper / Internet | <input checked="" type="checkbox"/> Remote Broadcast |  |

Electrical Requirements:

Does your event require any power needs using more than the standard 110/20amp located in the parks?  YES  NO

If YES, check all that apply.  RV'S  Coffee Vendors  Ice Bins  Freezers  Ice Cream Vendors  Catering Trucks

Other:

Please explain the details of the above items checked. Tell us how much and what type of power they would require.

Stage will require additional power. We may supplement with generators (as needed).

Will you supply your own generators?  YES  NO

Will your event have a licensed electrician on-site during the event?  YES  NO If YES, who?

Will your event be requesting any variances from City policies or procedures? If YES, please explain.

No

If City permits, licenses, or services are required for event, who will pay for them?

Name: St Pete Pride, Inc

Phone: 727-342-0084

Address (including zip): 3251 3rd Ave N, 33713

Type of music, # of stages, and # of bands.

Live music and other artistic performances (dance, poetry, etc), 2 stages (June 28 only), up to 20 acts

List Vending Products. Name & Provider.

Varios

For Use of Beer/Wine - Please provide name, address and phone number of the sponsoring 501(c)3 or catering company.

St Pete Pride, Inc  
PO Box 12647  
St. Petersburg, FL 33733

Explain subject/purpose of all speeches/demonstrations which will occur.

Parade - March to recognize the diversity and equality towards LGBTQIA+ people

Festival - Celebration of diversity within the LGBTQIA+ community

Street Fair- Support and recognition of LGBTQIA+ and allied businesses, community partners, and corporate sponsors.

Discuss your load in/load out parking needs, include times and dates.

Load In/Out for June 28 event.

June 26/27 load in for production and event operations.

June 27 load in for fencing, porta-potties, tents, ect

June 28 load in for festival vendors 10am-1pm (all vehicles off property/road by 1pm). Load out 10pm-12am

Other Comments: Please describe your fee structure.

Fee structures vary by event, Festival, Parade, Street Fair and by organization type- non-profit, small business, corporate etc. Add ons available and vary by event. Fees may range from \$150-\$750. Sliding/reduce fee scale available for local, LGBTQIA+ or BIPOC owned/operated non-profits and small businesses.

Other comments:

additional load in/load out information:

June 28/29 load out of production

June 30 load out of fencing, porta-potties, tents, ect

Parking for semi's on/in parks preferred. Will utilize lot at Vinoy Park for Pride related parking.

June 29 Event- load in/load out will be completed between 7am-7pm

I represent and warrant that the purpose of the proposed activity/event and conduct of the sponsor(s) and the participants shall conform to all requirements of law and all ordinances of the State of Florida, Pinellas County, and the City of St. Petersburg including, but not limited to, City noise ordinances and Parks and Recreation Department Policies and Procedures. I acknowledge that failure to observe such laws, ordinances, or policies and procedures will result in an immediate cancellation of the event and all permits.

**WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THE PARKS AND RECREATION DEPARTMENT POLICIES AND PROCEDURES PERTAINING TO THE USE OF PARKS AND THE PARK RULES SET FORTH IN ARTICLE II, CHAPTER 21, OF THE ST. PETERSBURG CITY CODE, INCLUDING BUT NOT LIMITED TO THE INDEMNIFICATION AND INSPECTION OBLIGATIONS ASSUMED BY ME AND THE PERSON OR ENTITY ON WHOSE BEHALF THIS APPLICATION IS BEING MADE.**

***I certify that the facts contained in this application are accurate.***

Name:

Title:

Date:

**Appendix B  
President or CEO  
Responsible Party Information**

Please complete the information below for each responsible party.

Name of the <b>Nonprofit</b> Corporation:	St Pete Pride, Inc
Name of Responsible Party (President or CEO ONLY):	Dr. Byron Green-Calisch
Title of Responsible Party:	Board President
Physical Address of Responsible Party:	3251 3rd Ave N, Suite 125, St. Petersburg, FL 33713
Phone Number of Responsible Party:	727-342-0084
Email Address of Responsible Party:	byron@stpetepride.com
Nonprofit (Employee Identification Number):	14-1876777

---

Name of the <b>For-profit</b> Corporation:	
Name of Responsible Party (President or CEO ONLY):	
Title of Responsible Party:	
Physical Address of Responsible Party:	
Phone Number of Responsible Party:	
Email Address of Responsible Party:	
For-profit (Employee Identification Number)	

**Please include a copy of the the current IRS Nonprofit Affidavit / For Profit**

What method of invoicing would your organization prefer?

BY Mail

Contact Name

Address

City, State, Zip

BY EMAIL

Email Address:

nicole@stpetepride.com, info@stpetepride.com, jim@stpetepride.com



**APPENDIX C  
STATEMENT OF REVENUE AND EXPENSES FORM  
PRIOR YEAR'S EVENT  
(Must be completed)**

Name of Event: St Pete Pride Weekend  
 Date(s) of Event: June 27, 2025 - June 29, 2025

**I. REVENUE SOURCES (attach sheet if more space is needed)**

**Amount**

1.	Corporate Donations	475,000
2.	Individual Donations	25,000
3.	Event Revenue	225,000
4.		
5.		
6.		
7.		
8.		
<b>TOTAL GROSS REVENUE</b>		

**II. EXPENSES (attach sheet if more space is needed)**

1.	Production/Event Operations	259,000
2.	Marketing	35,000
3.	Entertainment	85,000
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
<b>TOTAL OPERATING EXPENSES</b>		
<b>TOTAL NET INCOME</b>		

**III. ALLOCATION OF NET INCOME ( attach sheet if more space is needed)**

1.	Additional Pride Event Expenses	200,000
2.	Employee Salaries	116,000
3.	Operational Expenses	30,000
4.		
5.		
6.		
<b>TOTAL ALLOCATION OF NET INCOME</b>		

Prepared by: Nicole Berman Date: 9/20/2024

Print Application

Submit Application by  
Email



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## Detail by Entity Name

Florida Not For Profit Corporation  
ST. PETE PRIDE, INC.

### Filing Information

**Document Number** N03000002767  
**FEI/EIN Number** 14-1876777  
**Date Filed** 03/26/2003  
**State** FL  
**Status** ACTIVE

### Principal Address

3251 3rd Ave N  
St. Petersburg, FL 33713

Changed: 04/11/2021

### Mailing Address

PO BOX 12647  
ST. PETERSBURG, FL 33733

Changed: 02/12/2009

### Registered Agent Name & Address

Berman, Nicole  
3251 3rd Ave N  
St. Petersburg, FL 33713

Name Changed: 03/20/2023

Address Changed: 04/11/2021

### Officer/Director Detail

#### **Name & Address**

Title Treasurer

SOLOMONS, STANLEY P  
PO BOX 12647  
ST. PETERSBURG, FL 33733

Title Board Member

Robison, Molly  
PO Box 12647  
ST. PETERSBURG, FL 33733

Title Board Member

Freisberg, Tiffany  
PO BOX 12647  
ST. PETERSBURG, FL 33733

Title Board Member

Alves, Gabe  
PO BOX 12647  
ST. PETERSBURG, FL 33733

Title Board Member

Hobbs, Clifford  
PO BOX 12647  
ST. PETERSBURG, FL 33733

Title Executive Director

Berman , Nicole  
3251 3rd Ave N  
St. Petersburg, FL 33713

Title Secretary

Lightsey , Darius  
3251 3rd Ave N  
St. Petersburg, FL 33713

Title President

Green , Byron  
3251 3rd Ave N  
St. Petersburg, FL 33713

Title Board Member

Hobbs, Clifford  
3251 3rd Ave N  
St. Petersburg, FL 33713

Title Board Member

Brown , Immani  
3251 3rd Ave N  
St. Petersburg, FL 33713

Title VP

Morge , Stephanie  
3251 3rd Ave N  
St. Petersburg, FL 33713

**Annual Reports**

Report Year	Filed Date
2023	03/20/2023
2023	10/17/2023
2024	04/05/2024

**Document Images**

<a href="#">04/05/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/17/2023 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/20/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/26/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/11/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/18/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">12/06/2018 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">11/23/2018 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/25/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">09/18/2017 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">06/22/2016 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/28/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/23/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/05/2014 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/09/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/14/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/22/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/04/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/20/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/14/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/21/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/24/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/17/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/12/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/20/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/01/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/21/2006 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/26/2005 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/30/2004 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/26/2003 -- Domestic Non-Profit</a>	<a href="#">View image in PDF format</a>

CITY OF ST. PETERSBURG  
PARKS & RECREATION DEPARTMENT  
CO-SPONSORED EVENT APPLICATION



Date Received: \_\_\_\_\_  
Check or Cash: \_\_\_\_\_  
Application #: 92  
Packet: \_\_\_\_\_  
Permit #: \_\_\_\_\_

Event Title: Baptism at the Pier Phone No.: 727 303-0987 Fax No.: \_\_\_\_\_  
Entity Name: Mission City Church Federal I.D. Number: \_\_\_\_\_  
Event Date(s): 5/18/25 Location: Spa Beach  
Day 1 of Event: 5/18/25 Time Gates Open: 17:00 Ending Time: 19:00  
Day 2 of Event: \_\_\_\_\_ Time Gates Open: \_\_\_\_\_ Ending Time: \_\_\_\_\_  
Day 3 of Event: \_\_\_\_\_ Time Gates Open: \_\_\_\_\_ Ending Time: \_\_\_\_\_

Application Prepared by: Adam Drake Phone: (727) 303-0987  
Title: Executive Pastor Cell Phone: (602) 312-3535  
Address: 801 Seminole Blvd. City: Largo State: FL Zip: 33770  
Email Address: Finance@MissionCityChurch.com  
Additional Contact Person: Holly Herron Day Phone: (727) 773-7931  
What month/year were you incorporated as nonprofit? 09/1980  
List all 501(c)3 entities that will benefit from this event. \_\_\_\_\_  
Name of the for-profit entity? \_\_\_\_\_

**Describe your event with details.**

We will be meeting with 7 other churches for a time of worship followed by baptisms at Spa Beach. This event will be open to the public.

**Describe what economic benefit and impact this event will bring to St. Petersburg.**

The purpose of the event is to show love and unity among local churches and share God's love for all.

Each co-sponsored entity must possess liability insurance naming the City of St. Petersburg as an additional insured and secure said insurance in the amount determined by the City.

Does your group presently have liability insurance?  YES  NO How much? \$2,000,000  
Are there plans to sell or distribute beer/wine at your event?  YES  NO  
Will there be an admission / registration fee?  YES  NO Advanced Fee: \_\_\_\_\_ Day of: \_\_\_\_\_  
Please provide the website address for your event. \_\_\_\_\_

Please provide a phone number that can be advertised to the public. (727) 303-0987  
What is the estimated attendance for this event? Spectators 1,500 Participants 200 Last Year's Total Attendance 1,800

Please check the equipment and/or facilities you are requesting.

Recreation Equipment

Showmobile (Yes/No)

# Bleacher(s) needed. Each bleacher approx. 180 people)

Tables (6 ft) # needed  Chairs # needed

Public Address System

# of portable risers needed (4 in. x 8 in. x 16 in. sections)

Special Events Facilities

Mahaffey Theater

Coliseum

Sunken Gardens

Boyd Hill

Non-City Locations

Which Location?

Spa Beach/St. Pete Pier

**The following departments may provide and charge for additional services. You will be provided cost estimates in your Co-sponsored Agreement.**

POLICE: Public Safety Personnel, Marine Services

TRAFFIC: Personnel, Equipment (cones, barricades, no parking signs)

FIRE: Paramedics, Inspectors

PARKS SERVICES: Cleanup Personnel, Dumpster(s), Trash Receptacles, Event Site Preparation and Restoration

RECREATION SERVICES: On-site Presence, Logistics Help, Liaison with Other Departments

**Note:** The City does not provide tents, Port-O-Lets, or large quantities of tables and chairs.

I certify that the event will be open to all citizens and that individuals will not be barred from participation due to race, creed, color, national origin, sex, age, or physical impairment. I understand that a financial report of the event is due in the Parks and Recreation office within 30 days of the completion of the event. I also understand that the City is to be shown as a co-sponsor on any promotional materials produced for the event. I agree to obtain the required liability insurance and to secure all necessary city/county/state permits/licenses. I further certify that the facts contained in this application are accurate.

Name: Adam Drake Title: Executive Pastor Date: 10/3/24

Co-Sign: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

- NOTE: a. **If person/entity preparing this application is not representing a nonprofit entity, the application must be co-signed by someone from a sponsoring nonprofit entity. A copy of the sponsoring entity's 501(c)3 designation must accompany this application.**
- b. **If your entity has outstanding financial obligations with any department within the City of St. Petersburg, your application will not be processed until debt is paid.**
- c. **Applications lacking information or the required completed appendixes listed below will not be processed.**

PLEASE ATTACH THE FOLLOWING

1. Route map for parade, run, walk, and/or bike event.
2. Site map of event and detail schedule of each day's events including open and close times.
3. Complete Appendix B and Appendix C.
4. Check for \$30.00 for co-sponsored application processing (non-refundable).
5. Check for park permit fee. See Appendix A for fee structure.
6. A copy of 501(c)3 designation (if applicable)

FOR FURTHER INFORMATION, PLEASE CALL LYNN GORDON, PARKS & RECREATION MANAGER,  
727-893-7766 or EMAIL: [StPeteEvents@stpete.org](mailto:StPeteEvents@stpete.org)

PARKS & RECREATION DEPARTMENT  
CO-SPONSORED EVENTS  
SUMMARY SHEET

Review and check all conditions which apply to this event: Note the corresponding obligation for each condition.

<u>Condition</u>		<u>Obligation</u>
<input checked="" type="checkbox"/>	Public Invited	General Liability Insurance
<input type="checkbox"/>	Located in Park	Park Permit
<input type="checkbox"/>	Vending Product / Merchandise Sales	Occupational License
<input type="checkbox"/>	Vending Food / Beverage	Health Inspection
<input type="checkbox"/>	Vendors / Exhibitors	Alcohol Permit
<input type="checkbox"/>	Vending Beer / Wine	Additional insurance Required
<input type="checkbox"/>	Erecting Tents - Larger than 10ft x 12ft	Temporary Structure Permit
<input checked="" type="checkbox"/>	Fence Installation	Temporary Structure Permit
<input checked="" type="checkbox"/>	Other Structures	Temporary Structure Permit
<input type="checkbox"/>	Open Flame Food Preparation	Fire Inspection Permit
<input type="checkbox"/>	Pyrotechnics	Fireworks Permit
<input type="checkbox"/>	Require Street Closure	Parade or Street Closure Permit(s)
<input type="checkbox"/>	VIP Area	
<input checked="" type="checkbox"/>	Staging	
<input checked="" type="checkbox"/>	Amplified Sound	
<input type="checkbox"/>	Security	
<input type="checkbox"/>	Sanitary Facilities - Port-O-Lets	
<input type="checkbox"/>	Off-site Parking / Shuttle	
<input type="checkbox"/>	Semitruck / Tractor Trailer	
	How many? <input type="text"/>	
	How many? <input type="text"/>	
	What type? <input type="text" value="Chain link"/>	
	What structure? <input type="text" value="Portable Stage"/>	
<input checked="" type="checkbox"/>	Professional	<input type="checkbox"/> Showmobile <input type="checkbox"/> Other
<input checked="" type="checkbox"/>	Performers	<input type="checkbox"/> Announcement Only
<input type="checkbox"/>	Daytime - Private	<input type="checkbox"/> Overnight - Private <input type="checkbox"/> Event Time Frame - SPPD
	Regular Units <input type="text"/>	Disabled Units <input type="text"/> Hand Washing <input type="text"/>

Marketing: Please check all that apply.

- |   |   |
|---|---|
| <input type="checkbox"/> Invitations          | <input type="checkbox"/> Radio            |
| <input type="checkbox"/> Posters / Flyers     | <input type="checkbox"/> Television       |
| <input type="checkbox"/> Newspaper / Internet | <input type="checkbox"/> Remote Broadcast |

**City logo should be used in any promotional materials, posters, flyers, ads, website, public service announcements, and press releases.**

Electrical Requirements:

Does your event require any power needs using more than the standard 110/20amp located in the parks?  YES  NO

If YES, check all that apply.  RV'S  Coffee Vendors  Ice Bins  Freezers  Ice Cream Vendors  Catering Trucks

Other:

Please explain the details of the above items checked. Tell us how much and what type of power they would require.

Will you supply your own generators?  YES  NO

Will your event have a licensed electrician on-site during the event?  YES  NO If YES, who?

Will your event be requesting any variances from City policies or procedures? If YES, please explain.

No

If City permits, licenses, or services are required for event, who will pay for them?

Name: Mission City Church Phone: (727) 303-0987

Address (including zip): 801 Seminole Blvd. Largo, FL 33770

Type of music, # of stages, and # of bands.

Worship, 1 Stage, 1 Band

List Vending Products. Name & Provider.

None

For Use of Beer/Wine - Please provide name, address and phone number of the sponsoring 501(c)3 or catering company.

Explain subject/purpose of all speeches/demonstrations which will occur.

Love & unity

Discuss your load in/load out parking needs, include times and dates.

Load in for fencing, stage, and sound will be 5/17 (Time TBD by vendors)  
Load out will be 5/18 from 7-8pm.



Other Comments: Please describe your fee structure.

Other comments:

I represent and warrant that the purpose of the proposed activity/event and conduct of the sponsor(s) and the participants shall conform to all requirements of law and all ordinances of the State of Florida, Pinellas County, and the City of St. Petersburg including, but not limited to, City noise ordinances and Parks and Recreation Department Policies and Procedures. I acknowledge that failure to observe such laws, ordinances, or policies and procedures will result in an immediate cancellation of the event and all permits.

**WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THE PARKS AND RECREATION DEPARTMENT POLICIES AND PROCEDURES PERTAINING TO THE USE OF PARKS AND THE PARK RULES SET FORTH IN ARTICLE II, CHAPTER 21, OF THE ST. PETERSBURG CITY CODE, INCLUDING BUT NOT LIMITED TO THE INDEMNIFICATION AND INSPECTION OBLIGATIONS ASSUMED BY ME AND THE PERSON OR ENTITY ON WHOSE BEHALF THIS APPLICATION IS BEING MADE.**

*I certify that the facts contained in this application are accurate.*

Name: Adam Drake Title: Executive Pastor Date: 10/3/24

**Appendix B  
President or CEO  
Responsible Party Information**

Please complete the information below for each responsible party.

Name of the <b>Nonprofit</b> Corporation:	Mission City Church
Name of Responsible Party (President or CEO ONLY):	Glena Meiske
Title of Responsible Party:	President
Physical Address of Responsible Party:	801 Seminole Blvd. Largo, FL 33770
Phone Number of Responsible Party:	(727) 303-0987
Email Address of Responsible Party:	Finance @ Mission City Church. com
Nonprofit (Employee Identification Number):	59-2117419

Name of the <b>For-profit</b> Corporation:	
Name of Responsible Party (President or CEO ONLY):	
Title of Responsible Party:	
Physical Address of Responsible Party:	
Phone Number of Responsible Party:	
Email Address of Responsible Party:	
For-profit (Employee Identification Number)	

**Please include a copy of the the current IRS Nonprofit Affidavit / For Profit**

What method of invoicing would your organization prefer?

BY Mail

Contact Name	
Address	
City, State, Zip	

BY EMAIL

Email Address:	Finance @ Mission City Church . com
----------------	-------------------------------------

Downtown St. Pete

Water

STAGE

Check - In



ENTRANCE

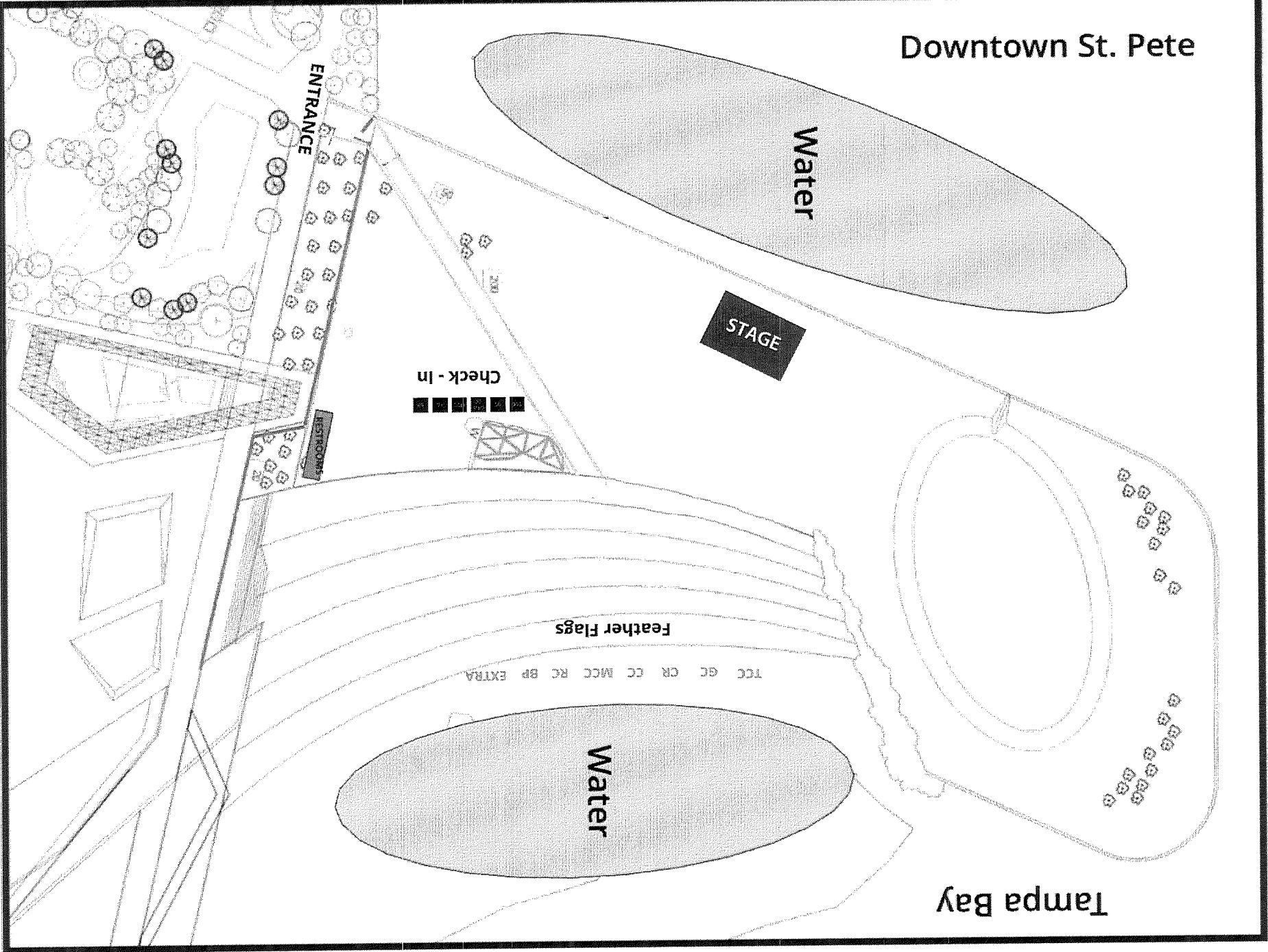
Feather Flags

TCC GC CR CC MCC RC BP EXTRA

Water

Tampa Bay

50 Feet





## Consumer's Certificate of Exemption

DR-14  
R. 01/18

Issued Pursuant to Chapter 212, Florida Statutes

85-8012518218C-9	08/31/2020	08/31/2025	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

MISSION CITY CHURCH INC  
801 SEMINOLE BLVD  
LARGO FL 33770-7427

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



## Important Information for Exempt Organizations

DR-14  
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Not For Profit Corporation  
MISSION CITY CHURCH, INC.

### Filing Information

<b>Document Number</b>	754330
<b>FEI/EIN Number</b>	59-2117419
<b>Date Filed</b>	09/24/1980
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	NAME CHANGE AMENDMENT
<b>Event Date Filed</b>	05/23/2016
<b>Event Effective Date</b>	NONE

### Principal Address

801 SEMINOLE BLVD  
LARGO, FL 33770

Changed: 02/28/2008

### Mailing Address

801 SEMINOLE BLVD  
LARGO, FL 33770

Changed: 02/28/2008

### Registered Agent Name & Address

Poole, Joshua  
801 SEMINOLE BLVD  
LARGO, FL 33770

Name Changed: 01/14/2020

Address Changed: 02/28/2008

### Officer/Director Detail

#### **Name & Address**

Title President

Glen , Meinecke  
801 SEMINOLE BLVD  
LARGO, FL 33770

Title VP

Baldwin, King  
801 SEMINOLE BLVD  
LARGO, FL 33770

Title Secretary

Jacobs, Sharon  
801 SEMINOLE BLVD  
LARGO, FL 33770

Title Treasurer

Fetting, Cindy  
801 SEMINOLE BLVD  
LARGO, FL 33770

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2022	02/09/2022
2023	01/19/2023
2024	02/13/2024

**Document Images**

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<a href="#">03/06/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/19/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/23/2016 -- Name Change</a>	<a href="#">View image in PDF format</a>
<a href="#">05/17/2016 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/28/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/10/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/05/2014 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/25/2014 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/18/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/12/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/03/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/05/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/16/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>

# Permit



Parks and Recreation  
1400 19th Street North  
St. Petersburg, FL, US 33713

PHONE:(727) 893-7441  
EMAIL:stpeteparksrec@stpete.org

**Permit # R20622**

Status Tentative

Date Oct 24, 2024 11:20 AM

Expiration Date Dec 22, 2024

<b>Organization Name</b>	MISSION CITY CHURCH, INC. - 2045	<b>Organization Phone 1</b>	+1 (727) 303-0987
<b>Customer Type</b>	Non-Profit (Tax-Exempt)	<b>Number</b>	
<b>Organization Address</b>	801 SEMINOLE BLVD LARGO, FL 33770		
<b>Agent Name</b>	Adam Drake	<b>Primary Phone Number</b>	(727) 303-0987
		<b>Email Address</b>	ADAM.DRAKE@MISSIONCITYCHURCH.COM
<b>System User</b>	45937		

Rental Fee	\$230.00
Discounts	\$0.00
Subtotal	\$230.00
Deposits	\$0.00
Deposit Discounts	\$0.00
<b>Total Permit Fee</b>	<b>\$230.00</b>
<b>Total Payment</b>	<b>\$0.00</b>
Refunds	\$0.00
Balance	\$230.00

<b>BAPTISM AT THE PIER</b>	1 resource(s)	1 booking(s)	<b>Subtotal: \$230.00</b>
Booking Summary			
<b>SBP Park (Cosponsored Event)</b>			<b>Center: Spa Beach Park</b>
<b>START DATE/TIME</b>	<b>END DATE/TIME</b>	<b>ATTENDEE</b>	<b>AMT W/O TAX</b>
Sun, May 18, 2025 12:00 PM	Sun, May 18, 2025 10:00 PM	2000	\$0.00
Resource level fees			\$230.00

Custom Questions	
<b>QUESTION</b>	<b>ANSWER</b>
Will this event be having beer or wine?	No
Will this event be having fireworks?	No
Will this event be having liquor?	No
Will this event be using fencing?	No

Payment Schedules		Original Balance: \$230.00    Current Balance: \$230.00			
DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE	
Nov 29, 2024	\$230.00	\$0.00	\$0.00	\$230.00	



**CITY OF ST. PETERSBURG  
PARKS & RECREATION DEPARTMENT  
CO-SPONSORED EVENT APPLICATION**



Date Received: \_\_\_\_\_  
 Check or Cash: \_\_\_\_\_  
 Application #: 93  
 Packet: \_\_\_\_\_  
 Permit #: \_\_\_\_\_

Event Title: Saturday Morning Summer Market Phone No.: 727-855-1937 Fax No.: N/A

Entity Name: St. Petersburg Saturday Morning Market, Inc. Federal I.D. Number: 20-1994099

Event Date(s): Saturdays June - August 2025 Location: Williams Park

Day 1 of Event: All Saturdays Time Gates Open: 9:00 a.m. Ending Time: 1:00 p.m.

Day 2 of Event: \_\_\_\_\_ Time Gates Open: \_\_\_\_\_ Ending Time: \_\_\_\_\_

Day 3 of Event: \_\_\_\_\_ Time Gates Open: \_\_\_\_\_ Ending Time: \_\_\_\_\_

Application Prepared by: Lacey Ott Phone: 727-855-1937

Title: Executive Director, Saturday Morning Market Cell Phone: 727-855-1937

Address: P.O. Box 1213 City: St. Petersburg State: FL Zip: 33731

Email Address: SaturdayMkt@yahoo.com

Additional Contact Person: Tami Simms Day Phone: 727-743-6262

What month/year were you incorporated as nonprofit? April 2012

List all 501(c)3 entities that will benefit from this event. St. Petersburg Saturday Morning Market, Inc.

Name of the for-profit entity? \_\_\_\_\_

**Describe your event with details.**

A weekly outdoor market with local farmers who offer organic and sustainably raised fresh vegetables, fruits, and meats; a wide variety of artisan food vendors; juried artists, crafters & makers; an incredible variety of ready-to-eat foods; live music and entertainment. The Market participates in the "Florida Fresh" program that doubles EBT/SNAP dollars for access to fresh fruits and vegetables.

Describe what economic benefit and impact this event will bring to St. Petersburg.

- \* Business Revenue for the vendors
- \* Doubled EBT benefits for SNAP participants to acquire healthy, fresh food
- \* The Market attracts people from throughout the Tampa Bay area who will spend additional dollars downtown (parking revenue, shopping at other local businesses, dining at other local restaurants)

Each co-sponsored entity must possess liability insurance naming the City of St. Petersburg as an additional insured and secure said insurance in the amount determined by the City.

Does your group presently have liability insurance?  YES  NO How much? \$4,000,000 General Aggregate

Are there plans to sell or distribute beer/wine at your event?  YES  NO

Will there be an admission / registration fee?  YES  NO Advanced Fee: \_\_\_\_\_ Day of: \_\_\_\_\_

Please provide the website address for your event. www.SaturdayMorningMarket.com

Please provide a phone number that can be advertised to the public. 727-855-1937

What is the estimated attendance for this event? Spectators 2,500 Participants 100 Last Year's Total Attendance 10,000+

Please check the equipment and/or facilities you are requesting.

Recreation Equipment

Showmobile (Yes/No)   
# Bleacher(s) needed. Each bleacher approx. 180 people)   
Tables (6 ft) # needed  Chairs # needed   
Public Address System   
# of portable risers needed (4 in. x 8 in. x 16 in. sections)

Special Events Facilities

Mahaffey Theater  
 Coliseum  
 Sunken Gardens  
 Boyd Hill

Non-City Locations

Which Location?

**The following departments may provide and charge for additional services. You will be provided cost estimates in your Co-sponsored Agreement.**

POLICE: Public Safety Personnel, Marine Services  
TRAFFIC: Personnel, Equipment (cones, barricades, no parking signs)  
FIRE: Paramedics, Inspectors  
PARKS SERVICES: Cleanup Personnel, Dumpster(s), Trash Receptacles, Event Site Preparation and Restoration  
RECREATION SERVICES: On-site Presence, Logistics Help, Liaison with Other Ddepartments

**Note: The City does not provide tents, Port-O-Lets, or large quantities of tables and chairs.**

I certify that the event will be open to all citizens and that individuals will not be barred from participation due to race, creed, color, national origin, sex, age, or physical impairment. I understand that a financial report of the event is due in the Parks and Recreation office within 30 days of the completion of the event. I also understand that the City is to be shown as a co-sponsor on any promotional materials produced for the event. I agree to obtain the required liability insurance and to secure all necessary city/county/state permits/licenses. I further certify that the facts contained in this application are accurate.

Name:  Title:  Date:   
Co-Sign:  Title:  Date:

- NOTE: a. **If person/entity preparing this application is not representing a nonprofit entity, the application must be co-signed by someone from a sponsoring nonprofit entity. A copy of the sponsoring entity's 501(c)3 designation must accompany this application.**  
b. **If your entity has outstanding financial obligations with any department within the City of St. Petersburg, your application will not be processed until debt is paid.**  
c. **Applications lacking information or the required completed appendixes listed below will not be processed.**

PLEASE ATTACH THE FOLLOWING

1. Route map for parade, run, walk, and/or bike event.
2. Site map of event and detail schedule of each day's events including open and close times.
3. Complete Appendix B and Appendix C.
4. Check for \$30.00 for co-sponsored application processing (non-refundable).
5. Check for park permit fee. See Appendix A for fee structure.
6. A copy of 501(c)3 designation (if applicable)

FOR FURTHER INFORMATION, PLEASE CALL LYNN GORDON, PARKS & RECREATION MANAGER,  
727-893-7766 or EMAIL: StPeteEvents@stpete.org

PARKS & RECREATION DEPARTMENT  
CO-SPONSORED EVENTS  
SUMMARY SHEET

Review and check all conditions which apply to this event: Note the corresponding obligation for each condition.

<u>Condition</u>		<u>Obligation</u>
<input checked="" type="checkbox"/> Public Invited		General Liability Insurance
<input checked="" type="checkbox"/> Located in Park		Park Permit
<input checked="" type="checkbox"/> Vending Product / Merchandise Sales		Occupational License
<input checked="" type="checkbox"/> Vending Food / Beverage		Health Inspection
<input checked="" type="checkbox"/> Vendors / Exhibitors	How many? <input style="width: 200px;" type="text" value="80"/>	Alcohol Permit
<input type="checkbox"/> Vending Beer / Wine		Additional insurance Required
<input type="checkbox"/> Erecting Tents - Larger than 10ft x 12ft	How many? <input style="width: 100px;" type="text"/>	Temporary Structure Permit
<input type="checkbox"/> Fence Installation	What type? <input style="width: 250px;" type="text"/>	Temporary Structure Permit
<input type="checkbox"/> Other Structures	What structure? <input style="width: 250px;" type="text"/>	Temporary Structure Permit
<input type="checkbox"/> Open Flame Food Preparation		Fire Inspection Permit
<input type="checkbox"/> Pyrotechnics		Fireworks Permit
<input type="checkbox"/> Require Street Closure		Parade or Street Closure Permit(s)
<input type="checkbox"/> VIP Area		
<input type="checkbox"/> Staging	<input type="checkbox"/> Professional <input type="checkbox"/> Showmobile <input type="checkbox"/> Other	
<input checked="" type="checkbox"/> Amplified Sound	<input type="checkbox"/> Performers <input type="checkbox"/> Announcement Only	
<input type="checkbox"/> Security	<input type="checkbox"/> Daytime - Private <input type="checkbox"/> Overnight - Private <input type="checkbox"/> Event Time Frame - SPPD	
<input type="checkbox"/> Sanitary Facilities - Port-O-Lets	Regular Units <input style="width: 50px;" type="text"/> Disabled Units <input style="width: 50px;" type="text"/> Hand Washing <input style="width: 50px;" type="text"/>	
<input type="checkbox"/> Off-site Parking / Shuttle		
<input type="checkbox"/> Semitruck / Tractor Trailer		

Marketing: Please check all that apply.

- |  |   |
|--|---|
| <input type="checkbox"/> Invitations                     | <input type="checkbox"/> Radio            |
| <input type="checkbox"/> Posters / Flyers                | <input type="checkbox"/> Television       |
| <input checked="" type="checkbox"/> Newspaper / Internet | <input type="checkbox"/> Remote Broadcast |

**City logo should be used in any promotional materials, posters, flyers, ads, website, public service announcements, and press releases.**

Electrical Requirements:

Does your event require any power needs using more than the standard 110/20amp located in the parks?  YES  NO

If YES, check all that apply.  RV'S  Coffee Vendors  Ice Bins  Freezers  Ice Cream Vendors  Catering Trucks  
 Other:

Please explain the details of the above items checked. Tell us how much and what type of power they would require.

Will you supply your own generators?  YES  NO

Will your event have a licensed electrician on-site during the event?  YES  NO If YES, who?

Will your event be requesting any variances from City policies or procedures? If YES, please explain.

If City permits, licenses, or services are required for event, who will pay for them?

Name: 

St. Petersburg Saturday Morning Market, Inc.

 Phone: 

727-855-1937

Address (including zip): 

P.O. Box 1213, St. Petersburg, FL 33731

Type of music, # of stages, and # of bands.

Williams Park Bandshell - recorded music played through a single speaker on stage

List Vending Products. Name & Provider.

Forthcoming

For Use of Beer/Wine - Please provide name, address and phone number of the sponsoring 501(c)3 or catering company.

Explain subject/purpose of all speeches/demonstrations which will occur.

Discuss your load in/load out parking needs, include times and dates.

Four parking spaces red-bagged for load-in at the northwest corner of the park. Vendor parking in the non-metered City Hall parking lot.

Other Comments: Please describe your fee structure.

Vendors pay \$25 per week, per space (10x10).

Other comments:

I represent and warrant that the purpose of the proposed activity/event and conduct of the sponsor(s) and the participants shall conform to all requirements of law and all ordinances of the State of Florida, Pinellas County, and the City of St. Petersburg including, but not limited to, City noise ordinances and Parks and Recreation Department Policies and Procedures. I acknowledge that failure to observe such laws, ordinances, or policies and procedures will result in an immediate cancellation of the event and all permits.

**WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THE PARKS AND RECREATION DEPARTMENT POLICIES AND PROCEDURES PERTAINING TO THE USE OF PARKS AND THE PARK RULES SET FORTH IN ARTICLE II, CHAPTER 21, OF THE ST. PETERSBURG CITY CODE, INCLUDING BUT NOT LIMITED TO THE INDEMNIFICATION AND INSPECTION OBLIGATIONS ASSUMED BY ME AND THE PERSON OR ENTITY ON WHOSE BEHALF THIS APPLICATION IS BEING MADE.**

*I certify that the facts contained in this application are accurate.*

Name: Lacey A. Ott

Title: Executive Director

Date: 9/27/2024

**Appendix B  
President or CEO  
Responsible Party Information**

Please complete the information below for each responsible party.

Name of the **Nonprofit** Corporation:

Name of Responsible Party (President or CEO ONLY):

Title of Responsible Party:

Physical Address of Responsible Party:

Phone Number of Responsible Party:

Email Address of Responsible Party:

Nonprofit (Employee Identification Number):

---

Name of the **For-profit** Corporation:

Name of Responsible Party (President or CEO ONLY):

Title of Responsible Party:

Physical Address of Responsible Party:

Phone Number of Responsible Party:

Email Address of Responsible Party:

For-profit (Employee Identification Number)

**Please include a copy of the the current IRS Nonprofit Affidavit / For Profit**

What method of invoicing would your organization prefer?

BY Mail

Contact Name

Address

City, State, Zip

BY EMAIL

Email Address:

**APPENDIX C  
STATEMENT OF REVENUE AND EXPENSES FORM  
PRIOR YEAR'S EVENT  
(Must be completed)**

Name of Event: Saturday Morning Market (Summer)  
 Date(s) of Event: 6/1/2024 - 8/31/2024

**I. REVENUE SOURCES (attach sheet if more space is needed)**

**Amount**

1.	Vendor Fees	\$17265
2.		
3.		
4.		
5.		
6.		
7.		
8.		
<b>TOTAL GROSS REVENUE</b>		17265.00

**II. EXPENSES (attach sheet if more space is needed)**

1.	Park Permit	\$7161.73
2.	Office Rental	2400
3.	Employee wages (tax, fees included)	\$26394.88
4.	Application Fees	201
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
<b>TOTAL OPERATING EXPENSES</b>		\$36157.60
<b>TOTAL NET INCOME</b>		-18892.61

**III. ALLOCATION OF NET INCOME ( attach sheet if more space is needed)**

1.		\$0.00
2.		
3.		
4.		
5.		
6.		
<b>TOTAL ALLOCATION OF NET INCOME</b>		

Prepared by:

Lacey A. Ott

Date:

9/27/2024

Print Application

Submit Application by  
Email



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Not For Profit Corporation  
ST. PETERSBURG SATURDAY MORNING MARKET, INC.

### Filing Information

<b>Document Number</b>	N04000011218
<b>FEI/EIN Number</b>	20-1994099
<b>Date Filed</b>	11/24/2004
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDMENT
<b>Event Date Filed</b>	02/20/2012
<b>Event Effective Date</b>	NONE

### Principal Address

622 1st Avenue S  
ST. PETERSBURG, FL 33701

Changed: 03/12/2022

### Mailing Address

P.O. Box 1213  
ST. PETERSBURG, FL 33731

Changed: 03/12/2022

### Registered Agent Name & Address

Ott, Lacey Ann  
3233 20th St. N  
St. Petersburg, FL 33713

Name Changed: 01/18/2023

Address Changed: 02/14/2024

### Officer/Director Detail

#### **Name & Address**

Title Director, Treasurer



Goodwin, Dave  
7 Fenwick Lane  
Greenville, SC 29617

Title President

Simms, Tami R.  
1336 36th Avenue N  
Saint Petersburg, FL 33704

Title Secretary

Wykell, Ann  
5080 Locust St NE  
#226  
St. Petersburg, FL 33703

### **Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2022	03/12/2022
2023	01/18/2023
2024	02/14/2024

### **Document Images**

<a href="#">02/14/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">03/12/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/26/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/26/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/13/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/03/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">03/19/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/09/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/25/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/20/2012 -- Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">01/12/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/06/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/03/2010 -- REINSTATEMENT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/23/2009 -- REINSTATEMENT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/15/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">07/14/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">07/11/2006 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">07/14/2005 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">11/24/2004 -- Domestic Non-Profit</a>	<a href="#">View image in PDF format</a>

# Permit



Parks and Recreation  
 1400 19th Street North  
 St. Petersburg, FL, US 33713

PHONE:(727) 893-7441  
 EMAIL:stpeteparksrec@stpete.org

**Permit # R20623**

Status Tentative  
 Date Oct 24, 2024 11:25 AM  
 Expiration Date Dec 22, 2024

<b>Organization Name</b>	St. Petersburg Saturday Morning Market - 298	<b>Organization Phone 1 Number</b>	+1 (727) 439-2017
<b>Customer Type</b>	Non-Profit (Tax-Exempt)		
<b>Organization Address</b>	PO Box 1213 St. Petersburg, FL 33731		
<b>Agent Name</b>	Lacey Ott	<b>Primary Phone Number</b>	(727) 855-1937
		<b>Email Address</b>	saturdaymkt@yahoo.com
<b>System User</b>	45937		

Rental Fee	\$230.00
Discounts	\$0.00
Subtotal	\$230.00
Deposits	\$0.00
Deposit Discounts	\$0.00
<b>Total Permit Fee</b>	<b>\$230.00</b>
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$230.00

SATURDAY MORNING SUMMER MARKET		1 resource(s)	13 booking(s)	Subtotal: \$230.00
Booking Summary				
WP Park (Cosponsored Event)			Center: Williams Park	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX	
Sat, Jun 7, 2025 6:00 AM	Sat, Jun 7, 2025 5:00 PM	3000	\$0.00	
Sat, Jun 14, 2025 6:00 AM	Sat, Jun 14, 2025 5:00 PM	3000	\$0.00	
Sat, Jun 21, 2025 6:00 AM	Sat, Jun 21, 2025 5:00 PM	3000	\$0.00	
Sat, Jun 28, 2025 6:00 AM	Sat, Jun 28, 2025 5:00 PM	3000	\$0.00	
Sat, Jul 5, 2025 6:00 AM	Sat, Jul 5, 2025 5:00 PM	3000	\$0.00	
Sat, Jul 12, 2025 6:00 AM	Sat, Jul 12, 2025 5:00 PM	3000	\$0.00	
Sat, Jul 19, 2025 6:00 AM	Sat, Jul 19, 2025 5:00 PM	3000	\$0.00	
Sat, Jul 26, 2025 6:00 AM	Sat, Jul 26, 2025 5:00 PM	3000	\$0.00	

Sat, Aug 2, 2025 6:00 AM	Sat, Aug 2, 2025 5:00 PM	3000	\$0.00
Sat, Aug 9, 2025 6:00 AM	Sat, Aug 9, 2025 5:00 PM	3000	\$0.00
Sat, Aug 16, 2025 6:00 AM	Sat, Aug 16, 2025 5:00 PM	3000	\$0.00
Sat, Aug 23, 2025 6:00 AM	Sat, Aug 23, 2025 5:00 PM	3000	\$0.00
Sat, Aug 30, 2025 6:00 AM	Sat, Aug 30, 2025 5:00 PM	3000	\$0.00
Resource level fees			\$230.00

Custom Questions	
QUESTION	ANSWER
Will this event be having beer or wine?	No
Will this event be having fireworks?	No
Will this event be having liquor?	No
Will this event be using fencing?	No

Payment Schedules					Original Balance: \$230.00	Current Balance: \$230.00
DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE		
Nov 29, 2024	\$230.00	\$0.00	\$0.00	\$230.00		

CITY OF ST. PETERSBURG  
PARKS & RECREATION DEPARTMENT  
CO-SPONSORED EVENT APPLICATION



Date Received: \_\_\_\_\_  
Check or Cash: \_\_\_\_\_  
Application #: 0994  
Packet: \_\_\_\_\_  
Permit #: \_\_\_\_\_

Event Title: Spring Festival & Easter Egg Hunt Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
Entity Name: Pier Events, LLC Federal I.D. Number: 83-4411794  
Event Date(s): 4//20/2025 Location: Spa Beach PARK  
Day 1 of Event: 4/20/25 Time Gates Open: 11am Ending Time: 7pm  
Day 2 of Event: \_\_\_\_\_ Time Gates Open: \_\_\_\_\_ Ending Time: \_\_\_\_\_  
Day 3 of Event: \_\_\_\_\_ Time Gates Open: \_\_\_\_\_ Ending Time: \_\_\_\_\_  
Application Prepared by: Ferdian Jap Phone: 7274526984  
Title: Partner Cell Phone: 7274526984  
Address: 1507 W Cypress St City: Tampa State: FL Zip: 33606  
Email Address: ferdianj@gmail.com  
Additional Contact Person: \_\_\_\_\_ Day Phone: \_\_\_\_\_  
What month/year were you incorporated as nonprofit? 01/2022  
List all 501(c)3 entities that will benefit from this event. Friends of the Pier, Inc.  
Name of the for-profit entity? Pier Events, LLC

**Describe your event with details.**

Celebrating spring with easter egg hunt and festival.

**Describe what economic benefit and impact this event will bring to St. Petersburg.**

This is a free and open to the public event, celebrating easter with an easter egg hunt

Each co-sponsored entity must possess liability insurance naming the City of St. Petersburg as an additional insured and secure said insurance in the amount determined by the City.

Does your group presently have liability insurance?  YES  NO How much? \_\_\_\_\_

Are there plans to sell or distribute beer/wine at your event?  YES  NO

Will there be an admission / registration fee?  YES  NO Advanced Fee: \_\_\_\_\_ Day of: \_\_\_\_\_

Please provide the website address for your event. Stpetespringfest.com

Please provide a phone number that can be advertised to the public. \_\_\_\_\_

What is the estimated attendance for this event? Spectators 25000 Participants 1000 Last Year's Total Attendance 2500

Please check the equipment and/or facilities you are requesting.

Recreation Equipment

Showmobile (Yes/No)   
# Bleacher(s) needed. Each bleacher approx. 180 people)   
Tables (6 ft) # needed  Chairs # needed   
Public Address System   
# of portable risers needed (4 in. x 8 in. x 16 in. sections)

Special Events Facilities

Mahaffey Theater  
 Coliseum  
 Sunken Gardens  
 Boyd Hill

Non-City Locations

Which Location?

**The following departments may provide and charge for additional services. You will be provided cost estimates in your Co-sponsored Agreement.**

POLICE: Public Safety Personnel, Marine Services  
TRAFFIC: Personnel, Equipment (cones, barricades, no parking signs)  
FIRE: Paramedics, Inspectors  
PARKS SERVICES: Cleanup Personnel, Dumpster(s), Trash Receptacles, Event Site Preparation and Restoration  
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**Note:** The City does not provide tents, Port-O-Lets, or large quantities of tables and chairs.

I certify that the event will be open to all citizens and that individuals will not be barred from participation due to race, creed, color, national origin, sex, age, or physical impairment. I understand that a financial report of the event is due in the Parks and Recreation office within 30 days of the completion of the event. I also understand that the City is to be shown as a co-sponsor on any promotional materials produced for the event. I agree to obtain the required liability insurance and to secure all necessary city/county/state permits/licenses. I further certify that the facts contained in this application are accurate.

Name:  Title:  Date:   
Co-Sign:  Title:  Date:

- NOTE: a. **If person/entity preparing this application is not representing a nonprofit entity, the application must be co-signed by someone from a sponsoring nonprofit entity. A copy of the sponsoring entity's 501(c)3 designation must accompany this application.**  
b. **If your entity has outstanding financial obligations with any department within the City of St. Petersburg, your application will not be processed until debt is paid.**  
c. **Applications lacking information or the required completed appendixes listed below will not be processed.**

PLEASE ATTACH THE FOLLOWING

1. Route map for parade, run, walk, and/or bike event.
2. Site map of event and detail schedule of each day's events including open and close times.
3. Complete Appendix B and Appendix C.
4. Check for \$30.00 for co-sponsored application processing (non-refundable).
5. Check for park permit fee. See Appendix A for fee structure.
6. A copy of 501(c)3 designation (if applicable)

FOR FURTHER INFORMATION, PLEASE CALL LYNN GORDON, PARKS & RECREATION MANAGER,  
727-893-7766 or EMAIL: StPeteEvents@stpete.org

PARKS & RECREATION DEPARTMENT  
CO-SPONSORED EVENTS  
SUMMARY SHEET

Review and check all conditions which apply to this event: Note the corresponding obligation for each condition.

**Condition**

**Obligation**

- |   |   |                                    |
|---|---|------------------------------------|
| <input checked="" type="checkbox"/> Public Invited                      |   |                                    |
| <input checked="" type="checkbox"/> Located in Park                     |   | General Liability Insurance        |
| <input checked="" type="checkbox"/> Vending Product / Merchandise Sales |   | Park Permit                        |
| <input checked="" type="checkbox"/> Vending Food / Beverage             |   | Occupational License               |
| <input type="checkbox"/> Vendors / Exhibitors                           | How many? <input style="width: 200px;" type="text"/>  | Health Inspection                  |
| <input type="checkbox"/> Vending Beer / Wine                            |   | Alcohol Permit                     |
| <input type="checkbox"/> Erecting Tents - Larger than 10ft x 12ft       | How many? <input style="width: 100px;" type="text"/>  | Additional insurance Required      |
| <input type="checkbox"/> Fence Installation                             | What type? <input style="width: 200px;" type="text"/>   | Temporary Structure Permit         |
| <input type="checkbox"/> Other Structures                               | What structure? <input style="width: 200px;" type="text"/>  | Temporary Structure Permit         |
| <input type="checkbox"/> Open Flame Food Preparation                    |   | Temporary Structure Permit         |
| <input type="checkbox"/> Pyrotechnics                                   |   | Fire Inspection Permit             |
| <input type="checkbox"/> Require Street Closure                         |   | Fireworks Permit                   |
| <input type="checkbox"/> VIP Area                                       |   | Parade or Street Closure Permit(s) |
| <input type="checkbox"/> Staging  | <input type="checkbox"/> Professional <input type="checkbox"/> Showmobile <input type="checkbox"/> Other  |                                    |
| <input type="checkbox"/> Amplified Sound                                | <input type="checkbox"/> Performers <input type="checkbox"/> Announcement Only  |                                    |
| <input type="checkbox"/> Security                                       | <input type="checkbox"/> Daytime - Private <input type="checkbox"/> Overnight - Private <input type="checkbox"/> Event Time Frame - SPPD                                |                                    |
| <input type="checkbox"/> Sanitary Facilities - Port-O-Lets              | Regular Units <input style="width: 50px;" type="text"/> Disabled Units <input style="width: 50px;" type="text"/> Hand Washing <input style="width: 50px;" type="text"/> |                                    |
| <input type="checkbox"/> Off-site Parking / Shuttle                     |   |                                    |
| <input type="checkbox"/> Semitruck / Tractor Trailer                    |   |                                    |

Marketing: Please check all that apply.

- |   |   |
|---|---|
| <input type="checkbox"/> Invitations          | <input type="checkbox"/> Radio            |
| <input type="checkbox"/> Posters / Flyers     | <input type="checkbox"/> Television       |
| <input type="checkbox"/> Newspaper / Internet | <input type="checkbox"/> Remote Broadcast |

**City logo should be used in any promotional materials, posters, flyers, ads, website, public service announcements, and press releases.**

Electrical Requirements:

Does your event require any power needs using more than the standard 110/20amp located in the parks?  YES  NO

If YES, check all that apply.  RV'S  Coffee Vendors  Ice Bins  Freezers  Ice Cream Vendors  Catering Trucks  
 Other:

Please explain the details of the above items checked. Tell us how much and what type of power they would require.

Stage power

Will you supply your own generators?  YES  NO

Will your event have a licensed electrician on-site during the event?  YES  NO If YES, who?

Will your event be requesting any variances from City policies or procedures? If YES, please explain.

no

If City permits, licenses, or services are required for event, who will pay for them?

Name:

Phone:

Address (including zip):

Type of music, # of stages, and # of bands.

1 band, dj, small stage

List Vending Products. Name & Provider.

TBD

For Use of Beer/Wine - Please provide name, address and phone number of the sponsoring 501(c)3 or catering company.

Explain subject/purpose of all speeches/demonstrations which will occur.

Discuss your load in/load out parking needs, include times and dates.

Other Comments: Please describe your fee structure.

Other comments:

I represent and warrant that the purpose of the proposed activity/event and conduct of the sponsor(s) and the participants shall conform to all requirements of law and all ordinances of the State of Florida, Pinellas County, and the City of St. Petersburg including, but not limited to, City noise ordinances and Parks and Recreation Department Policies and Procedures. I acknowledge that failure to observe such laws, ordinances, or policies and procedures will result in an immediate cancellation of the event and all permits.

**WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THE PARKS AND RECREATION DEPARTMENT POLICIES AND PROCEDURES PERTAINING TO THE USE OF PARKS AND THE PARK RULES SET FORTH IN ARTICLE II, CHAPTER 21, OF THE ST. PETERSBURG CITY CODE, INCLUDING BUT NOT LIMITED TO THE INDEMNIFICATION AND INSPECTION OBLIGATIONS ASSUMED BY ME AND THE PERSON OR ENTITY ON WHOSE BEHALF THIS APPLICATION IS BEING MADE.**

*I certify that the facts contained in this application are accurate.*

Name:

Ferdian Jap

Title:

Partner

Date:

10/4/2024



**Appendix B  
President or CEO  
Responsible Party Information**

Please complete the information below for each responsible party.

Name of the **Nonprofit** Corporation:

Name of Responsible Party (President or CEO ONLY):

Title of Responsible Party:

Physical Address of Responsible Party:

Phone Number of Responsible Party:

Email Address of Responsible Party:

Nonprofit (Employee Identification Number):

---

Name of the **For-profit** Corporation:

Name of Responsible Party (President or CEO ONLY):

Title of Responsible Party:

Physical Address of Responsible Party:

Phone Number of Responsible Party:

Email Address of Responsible Party:

For-profit (Employee Identification Number)

**Please include a copy of the the current IRS Nonprofit Affidavit / For Profit**

What method of invoicing would your organization prefer?

BY Mail

Contact Name

Address

City, State, Zip

BY EMAIL

Email Address:

**APPENDIX C  
STATEMENT OF REVENUE AND EXPENSES FORM  
PRIOR YEAR'S EVENT  
(Must be completed)**

Name of Event:

Date(s) of Event:

 - 

**I. REVENUE SOURCES (attach sheet if more space is needed)**

**Amount**

1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

**TOTAL GROSS REVENUE**

**II. EXPENSES (attach sheet if more space is needed)**

1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

**TOTAL OPERATING EXPENSES**

**TOTAL NET INCOME**

**III. ALLOCATION OF NET INCOME ( attach sheet if more space is needed)**

1.		
2.		
3.		
4.		
5.		
6.		

**TOTAL ALLOCATION OF NET INCOME**

Prepared by:

Date:

Print Application

Submit Application by  
Email



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Limited Liability Company  
PIER EVENTS, LLC

### Filing Information

<b>Document Number</b>	L18000046747
<b>FEI/EIN Number</b>	83-4411794
<b>Date Filed</b>	02/21/2018
<b>Effective Date</b>	02/15/2018
<b>State</b>	FL
<b>Status</b>	ACTIVE

### Principal Address

600 2nd Ave NE  
St. Petersburg, FL 33701

Changed: 04/29/2021

### Mailing Address

1507 W CYPRESS ST  
TAMPA, FL 33606

Changed: 04/29/2021

### Registered Agent Name & Address

BIG CITY EVENTS, LLC  
1507 W CYPRESS ST  
TAMPA, FL 33606

Address Changed: 04/29/2021

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR

JAP, FERDIAN  
1723 W CYPRESS ST  
TAMPA, FL 33606

Title MGR

VARNER, MONICA  
1723 W CYPRESS ST  
TAMPA, FL 33606

Title MGR

WAIER, RYAN  
1723 W CYPRESS ST  
TAMPA, FL 33606

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2022	04/09/2022
2023	04/06/2023
2024	04/30/2024

**Document Images**

<a href="#">04/30/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/06/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/09/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/29/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/29/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/14/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/21/2018 -- Florida Limited Liability</a>	<a href="#">View image in PDF format</a>



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Not For Profit Corporation  
FRIENDS OF THE PIER, INC.

### Filing Information

<b>Document Number</b>	N21000000409
<b>FEI/EIN Number</b>	35-2707145
<b>Date Filed</b>	01/11/2021
<b>Effective Date</b>	01/05/2021
<b>State</b>	FL
<b>Status</b>	ACTIVE

### Principal Address

600 2ND AVE NE  
ST. PETERSBURG, FL 33602

### Mailing Address

1507 W CYPRESS ST  
TAMPA, FL 33606

### Registered Agent Name & Address

JAP, FERDIAN  
1507 W CYPRESS ST  
TAMPA, FL 33606

### Officer/Director Detail

#### **Name & Address**

Title D

JAP, FERDIAN L  
1507 W CYPRESS ST  
TAMPA, FL 33606

Title D

VARNER, MONICA  
1507 W CYPRESS ST  
TAMPA, FL 33606

Title D

WAIER, RYAN  
1507 W CYPRESS ST  
TAMPA, FL 33606

Title Board Member

Cowart, Kenneth  
1507 W CYPRESS ST  
TAMPA, FL 33606

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2022	04/29/2022
2023	04/25/2023
2024	04/30/2024

**Document Images**

<a href="#">04/30/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/25/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/29/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/11/2021 -- Domestic Non-Profit</a>	<a href="#">View image in PDF format</a>

# Permit



Parks and Recreation  
1400 19th Street North  
St. Petersburg, FL, US 33713

PHONE:(727) 893-7441  
EMAIL:stpeteparksrec@stpete.org

**Permit # R20626**  
Status Tentative  
Date Oct 24, 2024 11:30 AM  
Expiration Date Dec 22, 2024

<b>Organization Name</b>	Pier Events LLC - 1539	<b>Organization Phone 1</b>	+1 (727) 452-6984
<b>Customer Type</b>	Commercial (Taxed)	<b>Number</b>	
<b>Organization Address</b>	600 2ND AVE NE ST. PETERSBURG, FL 33701		
<b>Agent Name</b>	Ferdian Jap	<b>Primary Phone Number</b>	(727) 452-6984
		<b>Email Address</b>	ferdianj@gmail.com
<b>System User</b>	45937		

Rental Fee	\$230.00
Rental Tax	\$6.90
Discounts	\$0.00
<b>Subtotal</b>	<b>\$236.90</b>
Deposits	\$0.00
Deposit Discounts	\$0.00
<b>Total Permit Fee</b>	<b>\$236.90</b>
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$236.90

<b>SPRING FESTIVAL &amp; EASTER EGG HUNT</b>		1 resource(s)	1 booking(s)	<b>Subtotal: \$230.00</b>
Booking Summary				
<b>SBP Park (Cosponsored Event)</b>			<b>Center: Spa Beach Park</b>	
<b>START DATE/TIME</b>	<b>END DATE/TIME</b>	<b>ATTENDEE</b>	<b>AMT W/O TAX</b>	
Sun, Apr 20, 2025 12:00 AM	Mon, Apr 21, 2025 12:00 AM	25000	\$0.00	
<b>Resource level fees</b>			<b>\$230.00</b>	

Custom Questions	
<b>QUESTION</b>	<b>ANSWER</b>
Will this event be having beer or wine?	No
Will this event be having fireworks?	No
Will this event be having liquor?	No

Will this event be using fencing?	No
-----------------------------------	----

Payment Schedules		Original Balance: \$236.90		Current Balance: \$236.90	
DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE	
Nov 29, 2024	\$236.90	\$0.00	\$0.00	\$236.90	



**CITY OF ST. PETERSBURG  
PARKS & RECREATION DEPARTMENT  
CO-SPONSORED EVENT APPLICATION**



Date Received: \_\_\_\_\_  
 Check or Cash: \_\_\_\_\_  
 Application #: 95  
 Packet: \_\_\_\_\_  
 Permit #: \_\_\_\_\_

Event Title: Derby at The Pier Phone No.: 727-439-0284 Fax No.: \_\_\_\_\_

Entity Name: 13 Ugly Men Federal I.D. Number: 59-3605715

Event Date(s): 5/3/24 Location: Spa Beach Park

Day 1 of Event: 5/3/24 Time Gates Open: 3pm Ending Time: 9pm

Day 2 of Event: \_\_\_\_\_ Time Gates Open: \_\_\_\_\_ Ending Time: \_\_\_\_\_

Day 3 of Event: \_\_\_\_\_ Time Gates Open: \_\_\_\_\_ Ending Time: \_\_\_\_\_

Application Prepared by: Nick McDevitt Phone: 727-439-0284

Title: Event Chair Cell Phone: 727-439-0284

Address: 330 3rd St S City: St Pete State: FL Zip: 33701

Email Address: nick@pfgprivatewealth.com

Additional Contact Person: Jason Downey Day Phone: 813-785-2807

What month/year were you incorporated as nonprofit? 1994

List all 501(c)3 entities that will benefit from this event. 13 Ugly Men, TBD

Name of the for-profit entity? N/A

**Describe your event with details.**

Derby themed party/event which will include sponsor tents/food trucks serving food and alcohol. There will be a donation made to a local 501c3 that hasn't yet been chosen

Describe what economic benefit and impact this event will bring to St. Petersburg.

13 Ugly Men Foundation is a local 501c3 that has been hosting party-based events for over 20 years and then making donations to local charities. We hosted this event last year with great success, including almost 2k attendees, local vendors, donation to another 501c3, and a large amount of attendees coming over from Tampa to DTSP. The groups events help the public have a great time while also giving back to the community.

Each co-sponsored entity must possess liability insurance naming the City of St. Petersburg as an additional insured and secure said insurance in the amount determined by the City.

Does your group presently have liability insurance?  YES  NO How much? 1,000,000

Are there plans to sell or distribute beer/wine at your event?  YES  NO

Will there be an admission / registration fee?  YES  NO Advanced Fee: \$40 start Day of: \$50

Please provide the website address for your event. www.13uglymen.com

Please provide a phone number that can be advertised to the public. \_\_\_\_\_

What is the estimated attendance for this event? Spectators 2k Participants 50 Last Year's Total Attendance 2k

Please check the equipment and/or facilities you are requesting.

Recreation Equipment

Showmobile (Yes/No)   
# Bleacher(s) needed. Each bleacher approx. 180 people   
Tables (6 ft) # needed  Chairs # needed   
Public Address System   
# of portable risers needed (4 in. x 8 in. x 16 in. sections)

Special Events Facilities

Mahaffey Theater  
 Coliseum  
 Sunken Gardens  
 Boyd Hill

Non-City Locations

Which Location?

**The following departments may provide and charge for additional services. You will be provided cost estimates in your Co-sponsored Agreement.**

POLICE: Public Safety Personnel, Marine Services  
TRAFFIC: Personnel, Equipment (cones, barricades, no parking signs)  
FIRE: Paramedics, Inspectors  
PARKS SERVICES: Cleanup Personnel, Dumpster(s), Trash Receptacles, Event Site Preparation and Restoration  
RECREATION SERVICES: On-site Presence, Logistics Help, Liaison with Other Ddepartments

**Note:** The City does not provide tents, Port-O-Lets, or large quantities of tables and chairs.

I certify that the event will be open to all citizens and that individuals will not be barred from participation due to race, creed, color, national origin, sex, age, or physical impairment. I understand that a financial report of the event is due in the Parks and Recreation office within 30 days of the completion of the event. I also understand that the City is to be shown as a co-sponsor on any promotional materials produced for the event. I agree to obtain the required liability insurance and to secure all necessary city/county/state permits/licenses. I further certify that the facts contained in this application are accurate.

Name:	<input type="text" value="Nicholas McDevitt"/>	Title:	<input type="text" value="Event Chair"/>	Date:	<input type="text" value="9/26/23"/>
Co-Sign:	<input type="text"/>	Title:	<input type="text"/>	Date:	<input type="text"/>

- NOTE: a. **If person/entity preparing this application is not representing a nonprofit entity, the application must be co-signed by someone from a sponsoring nonprofit entity. A copy of the sponsoring entity's 501(c)3 designation must accompany this application.**
- b. **If your entity has outstanding financial obligations with any department within the City of St. Petersburg, your application will not be processed until debt is paid.**
- c. **Applications lacking information or the required completed appendixes listed below will not be processed.**

PLEASE ATTACH THE FOLLOWING

1. Route map for parade, run, walk, and/or bike event.
2. Site map of event and detail schedule of each day's events including open and close times.
3. Complete Appendix B and Appendix C.
4. Check for \$30.00 for co-sponsored application processing (non-refundable).
5. Check for park permit fee. See Appendix A for fee structure.
6. A copy of 501(c)3 designation (if applicable)

FOR FURTHER INFORMATION, PLEASE CALL LYNN GORDON, PARKS & RECREATION MANAGER,  
727-893-7766 or EMAIL: StPeteEvents@stpete.org

PARKS & RECREATION DEPARTMENT  
CO-SPONSORED EVENTS  
SUMMARY SHEET

Review and check all conditions which apply to this event: Note the corresponding obligation for each condition.

<u>Condition</u>		<u>Obligation</u>
<input checked="" type="checkbox"/> Public Invited		General Liability Insurance
<input checked="" type="checkbox"/> Located in Park		Park Permit
<input checked="" type="checkbox"/> Vending Product / Merchandise Sales		Occupational License
<input checked="" type="checkbox"/> Vending Food / Beverage		Health Inspection
<input type="checkbox"/> Vendors / Exhibitors	How many? <input style="width: 150px; height: 15px;" type="text"/>	
<input checked="" type="checkbox"/> Vending Beer / Wine		Alcohol Permit Additional insurance Required
<input type="checkbox"/> Erecting Tents - Larger than 10ft x 12ft	How many? <input style="width: 100px; height: 15px;" type="text"/>	Temporary Structure Permit
<input type="checkbox"/> Fence Installation	What type? <input style="width: 200px; height: 15px;" type="text"/>	Temporary Structure Permit
<input type="checkbox"/> Other Structures	What structure? <input style="width: 200px; height: 15px;" type="text"/>	Temporary Structure Permit
<input type="checkbox"/> Open Flame Food Preparation		Fire Inspection Permit
<input type="checkbox"/> Pyrotechnics		Fireworks Permit
<input type="checkbox"/> Require Street Closure		Parade or Street Closure Permit(s)
<input type="checkbox"/> VIP Area		
<input type="checkbox"/> Staging	<input type="checkbox"/> Professional <input type="checkbox"/> Showmobile <input type="checkbox"/> Other	
<input type="checkbox"/> Amplified Sound	<input type="checkbox"/> Performers <input type="checkbox"/> Announcement Only	
<input type="checkbox"/> Security	<input type="checkbox"/> Daytime - Private <input type="checkbox"/> Overnight - Private <input type="checkbox"/> Event Time Frame - SPPD	
<input type="checkbox"/> Sanitary Facilities - Port-O-Lets	Regular Units <input style="width: 40px; height: 15px;" type="text"/> Disabled Units <input style="width: 40px; height: 15px;" type="text"/> Hand Washing <input style="width: 40px; height: 15px;" type="text"/>	
<input type="checkbox"/> Off-site Parking / Shuttle		
<input type="checkbox"/> Semitruck / Tractor Trailer		

Marketing: Please check all that apply.

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Invitations      | <input checked="" type="checkbox"/> Radio      |
| <input checked="" type="checkbox"/> Posters / Flyers | <input checked="" type="checkbox"/> Television |
| <input type="checkbox"/> Newspaper / Internet        | <input type="checkbox"/> Remote Broadcast      |

**City logo should be used in any promotional materials, posters, flyers, ads, website, public service announcements, and press releases.**

Electrical Requirements:

Does your event require any power needs using more than the standard 110/20amp located in the parks?  YES  NO

If YES, check all that apply.  RV'S  Coffee Vendors  Ice Bins  Freezers  Ice Cream Vendors  Catering Trucks

Other:

Please explain the details of the above items checked. Tell us how much and what type of power they would require.

Show power

Will you supply your own generators?  YES  NO

Will your event have a licensed electrician on-site during the event?  YES  NO If YES, who?

Will your event be requesting any variances from City policies or procedures? If YES, please explain.

No

If City permits, licenses, or services are required for event, who will pay for them?

Name:

Phone:

Address (including zip):

Type of music, # of stages, and # of bands.

1 Stage, cover band, and screen to watch the kentucky derby

List Vending Products. Name & Provider.

For Use of Beer/Wine - Please provide name, address and phone number of the sponsoring 501(c)3 or catering company.

13 Ugly Men will use a temporary 501c3 permit

Explain subject/purpose of all speeches/demonstrations which will occur.

n/a

Discuss your load in/load out parking needs, include times and dates.

N/A

Other Comments: Please describe your fee structure.

Other comments:

I represent and warrant that the purpose of the proposed activity/event and conduct of the sponsor(s) and the participants shall conform to all requirements of law and all ordinances of the State of Florida, Pinellas County, and the City of St. Petersburg including, but not limited to, City noise ordinances and Parks and Recreation Department Policies and Procedures. I acknowledge that failure to observe such laws, ordinances, or policies and procedures will result in an immediate cancellation of the event and all permits.

**WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THE PARKS AND RECREATION DEPARTMENT POLICIES AND PROCEDURES PERTAINING TO THE USE OF PARKS AND THE PARK RULES SET FORTH IN ARTICLE II, CHAPTER 21, OF THE ST. PETERSBURG CITY CODE, INCLUDING BUT NOT LIMITED TO THE INDEMNIFICATION AND INSPECTION OBLIGATIONS ASSUMED BY ME AND THE PERSON OR ENTITY ON WHOSE BEHALF THIS APPLICATION IS BEING MADE.**

*I certify that the facts contained in this application are accurate.*

Name:  Title:  Date:

## Appendix B President or CEO Responsible Party Information

Please complete the information below for each responsible party.

Name of the **Nonprofit** Corporation: 13 Ugly Men Foundation

Name of Responsible Party (President or CEO ONLY): John Teixeira

Title of Responsible Party: Foundation President

Physical Address of Responsible Party: 18572 N Dale Mabry Hwy, Lutz, FL 33548

Phone Number of Responsible Party: 813-404-3870

Email Address of Responsible Party: john@pfgprivatewealth.com

Nonprofit (Employee Identification Number): 59-3605715

---

Name of the **For-profit** Corporation: n/a

Name of Responsible Party (President or CEO ONLY):

Title of Responsible Party:

Physical Address of Responsible Party:

Phone Number of Responsible Party:

Email Address of Responsible Party:

For-profit (Employee Identification Number)

**Please include a copy of the the current IRS Nonprofit Affidavit / For Profit**

What method of invoicing would your organization prefer?

BY Mail

Contact Name

Address

City, State, Zip

BY EMAIL

Email Address:

nick@pfgprivatewealth.com

**APPENDIX C  
STATEMENT OF REVENUE AND EXPENSES FORM  
PRIOR YEAR'S EVENT  
(Must be completed)**

Name of Event:   
Date(s) of Event:  -

**I. REVENUE SOURCES (attach sheet if more space is needed)**

	<b>Amount</b>
1. Ticket Sales	\$40,000.00
2. Sponsorships	\$50,000.00
3. Onsite Sales	\$50,000.00
4.	
5.	
6.	
7.	
8.	
<b>TOTAL GROSS REVENUE</b>	\$140,000.00

**II. EXPENSES (attach sheet if more space is needed)**

1. Rentals & Production	\$60,000.00
2. Staff & Production	\$20,000.00
3. Other COGS	\$40,000.00
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
<b>TOTAL OPERATING EXPENSES</b>	\$120,000.00
<b>TOTAL NET INCOME</b>	\$20,000.00

**III. ALLOCATION OF NET INCOME ( attach sheet if more space is needed)**

1.	
2.	
3.	
4.	
5.	
6.	
<b>TOTAL ALLOCATION OF NET INCOME</b>	

Prepared by:  Date:

Print Application

Submit Application by  
Email



Department of State / Division of Corporations / Search Records / Search by Entity Name /

## Detail by Entity Name

Florida Not For Profit Corporation  
13 UGLY MEN FOUNDATION, INC.

### Filing Information

<b>Document Number</b>	N99000000012
<b>FEI/EIN Number</b>	59-3605715
<b>Date Filed</b>	12/31/1998
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDMENT
<b>Event Date Filed</b>	12/30/2015
<b>Event Effective Date</b>	NONE

### Principal Address

1646 W Snow Ave  
Mailbox 92  
Tampa, FL 33606

Changed: 01/27/2023

### Mailing Address

1646 W Snow Ave  
Mailbox 92  
TAMPA, FL 33606

Changed: 01/27/2023

### Registered Agent Name & Address

Lascano, James  
1646 W Snow Ave  
Mailbox 92  
TAMPA, FL 33606

Name Changed: 03/04/2024

Address Changed: 01/27/2023

### Officer/Director Detail

#### **Name & Address**

Title Director



DOWNEY, JASON  
1646 W Snow Ave  
Mailbox 92  
TAMPA, FL 33606

Title President

TEIXEIRA, Joao, Jr.  
1646 W Snow Ave  
Mailbox 92  
TAMPA, FL 33606

Title Director

Patel, Miraj  
1646 W Snow Ave  
Mailbox 92  
TAMPA, FL 33606

Title Director

LOYD, MATT  
1646 W Snow Ave  
Mailbox 92  
TAMPA, FL 33606

Title Treasurer

Lascano, James  
1646 W Snow Ave  
Mailbox 92  
TAMPA, FL 33606

Title VP

Rickman, Anthony  
1646 W Snow Ave  
Mailbox 92  
Tampa, FL 33606

Title Secretary

McDevitt, Nicholas  
1646 W Snow Ave  
Mailbox 92  
Tampa, FL 33606

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2022	04/08/2022

# Permit



Parks and Recreation  
 1400 19th Street North  
 St. Petersburg, FL, US 33713

PHONE:(727) 893-7441  
 EMAIL:stpeteparksrec@stpete.org

**Permit # R20627**

Status Tentative  
 Date Oct 24, 2024 11:31 AM  
 Expiration Date Dec 22, 2024

<b>Organization Name</b>	13 Ugly Men Foundation Inc - 2040	<b>Organization Phone 1</b>	+1(813) 404-3870
<b>Customer Type</b>	Non-Profit (Tax-Exempt)	<b>Number</b>	
<b>Organization Address</b>	1646 W SNOW AVE MAILBOX 92 TAMPA, FL 33606		
<b>Agent Name</b>	Nicholas R McDevitt	<b>Primary Phone Number</b>	(727) 439-0284
		<b>Email Address</b>	13uglyboard@gmail.com
<b>System User</b>	45937		

Rental Fee	\$230.00
Discounts	\$0.00
<b>Subtotal</b>	<b>\$230.00</b>
Deposits	\$0.00
Deposit Discounts	\$0.00
<b>Total Permit Fee</b>	<b>\$230.00</b>
<b>Total Payment</b>	<b>\$0.00</b>
Refunds	\$0.00
<b>Balance</b>	<b>\$230.00</b>

<b>DERBY AT THE PIER</b>		1 resource(s)	1 booking(s)	<b>Subtotal: \$230.00</b>
Booking Summary				
<b>SBP Park (Cosponsored Event)</b>			<b>Center: Spa Beach Park</b>	
<b>START DATE/TIME</b>	<b>END DATE/TIME</b>	<b>ATTENDEE</b>	<b>AMT W/O TAX</b>	
Sat, May 3, 2025 8:00 AM	Sat, May 3, 2025 11:00 PM	2000	\$0.00	
<b>Resource level fees</b>			<b>\$230.00</b>	

<b>Custom Questions</b>	
<b>QUESTION</b>	<b>ANSWER</b>
Will this event be having beer or wine?	Yes
Will this event be having fireworks?	No
Will this event be having liquor?	Yes

Will this event be using fencing?	Yes
-----------------------------------	-----

Payment Schedules		Original Balance: \$230.00    Current Balance: \$230.00		
DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE
Nov 29, 2024	\$230.00	\$0.00	\$0.00	\$230.00

**CITY OF ST. PETERSBURG  
PARKS & RECREATION DEPARTMENT  
CO-SPONSORED EVENT APPLICATION**



Date Received: \_\_\_\_\_  
 Check or Cash: \_\_\_\_\_  
 Application #: 96  
 Packet: \_\_\_\_\_  
 Permit #: \_\_\_\_\_

Event Title: Golf To Bay Food Truck Rallies Phone No.: 813.527.7290 Fax No.: \_\_\_\_\_  
 Entity Name: Golf To Bay Food Truck Ass GTBFIA Federal I.D. Number: 46-4784426  
 Event Date(s): 1 a month (SAT. OR FRIDAY) Location: Albert Whitted, Straub, Vinoy or Williams Park  
 Day 1 of Event: March Time Gates Open: 5pm Ending Time: 10pm  
 Day 2 of Event: April Time Gates Open: 5pm Ending Time: 10pm  
 Day 3 of Event: May, June Time Gates Open: 5pm Ending Time: 10pm  
 Application Prepared by: As Zido Phone: 813.527.7290  
 Title: President Cell Phone: \_\_\_\_\_  
 Address: 1255 Caracas Ave City: Clearwater State: FL Zip: 33764  
 Email Address: GOLF TO BAY FIA@gmail.com  
 Additional Contact Person: Angela Crook Day Phone: 727.709.0748  
 What month/year were you incorporated as nonprofit? 1/2014  
 List all 501(c)3 entities that will benefit from this event. GTBFIA members  
 Name of the for-profit entity? \_\_\_\_\_

**Describe your event with details.**

Monthly Food Truck themed rallies, we hosted them in the past & were very successful

**Describe what economic benefit and impact this event will bring to St. Petersburg.**

Food trucks rallies attract visitors, which stimulate the growth of tourism & other businesses in downtown St. Pete. The social benefits of festivals are less visible, but they are just as important.  
 Also most trucks are from Pinellas County

Each co-sponsored entity must possess liability insurance naming the City of St. Petersburg as an additional insured and secure said insurance in the amount determined by the City.

Does your group presently have liability insurance?  YES  NO How much? 1 million / 2 million  
 Are there plans to sell or distribute beer/wine at your event?  YES  NO  
 Will there be an admission / registration fee?  YES  NO Advanced Fee: \_\_\_\_\_ Day of: \_\_\_\_\_

Please provide the website address for your event. www.golftobayfia.org

Please provide a phone number that can be advertised to the public. 813.527.7290

What is the estimated attendance for this event? Spectators Varies Participants Varies Last Year's Total Attendance Varies

Please check the equipment and/or facilities you are requesting.

Recreation Equipment

Showmobile (Yes/No)  NO  
# Bleacher(s) needed. Each bleacher approx. 180 people)  NO  
Tables (6 ft) # needed  Chairs # needed   
Public Address System   
# of portable risers needed (4 in. x 8 in. x 16 in. sections)

Special Events Facilities

Mahaffey Theater  
 Coliseum  
 Sunken Gardens  
 Boyd Hill

Non-City Locations

Which Location?  
 Albert Whitfield, Strand  
 Vinoy park, Williams park

The following departments may provide and charge for additional services. You will be provided cost estimates in your Co-sponsored Agreement.

POLICE: Public Safety Personnel, Marine Services  
TRAFFIC: Personnel, Equipment (cones, barricades, no parking signs)  
FIRE: Paramedics, Inspectors  
PARKS SERVICES: Cleanup Personnel, Dumpster(s), Trash Receptacles, Event Site Preparation and Restoration  
RECREATION SERVICES: On-site Presence, Logistics Help, Liaison with Other Departments

**Note:** The City does not provide tents, Port-O-Lets, or large quantities of tables and chairs.

I certify that the event will be open to all citizens and that individuals will not be barred from participation due to race, creed, color, national origin, sex, age, or physical impairment. I understand that a financial report of the event is due in the Parks and Recreation office within 30 days of the completion of the event. I also understand that the City is to be shown as a co-sponsor on any promotional materials produced for the event. I agree to obtain the required liability insurance and to secure all necessary city/county/state permits/licenses. I further certify that the facts contained in this application are accurate.

Name: As Zido Title: President Date: 9/30/24  
Co-Sign: Angela Crook Title: Secretary Date: 9/30/24

- NOTE: a. **If person/entity preparing this application is not representing a nonprofit entity, the application must be co-signed by someone from a sponsoring nonprofit entity. A copy of the sponsoring entity's 501(c)3 designation must accompany this application.**  
b. **If your entity has outstanding financial obligations with any department within the City of St. Petersburg, your application will not be processed until debt is paid.**  
c. **Applications lacking information or the required completed appendixes listed below will not be processed.**

PLEASE ATTACH THE FOLLOWING

1. Route map for parade, run, walk, and/or bike event.
2. Site map of event and detail schedule of each day's events including open and close times.
3. Complete Appendix B and Appendix C.
4. Check for \$30.00 for co-sponsored application processing (non-refundable).
5. Check for park permit fee. See Appendix A for fee structure.
6. A copy of 501(c)3 designation (if applicable)

FOR FURTHER INFORMATION, PLEASE CALL LYNN GORDON, PARKS & RECREATION MANAGER,  
727-893-7766 or EMAIL: StPeteEvents@stpete.org

PARKS & RECREATION DEPARTMENT  
CO-SPONSORED EVENTS  
SUMMARY SHEET

Review and check all conditions which apply to this event: Note the corresponding obligation for each condition.

<u>Condition</u>	<u>Obligation</u>
<input checked="" type="checkbox"/> Public Invited	General Liability Insurance
<input checked="" type="checkbox"/> Located in Park	Park Permit
<input type="checkbox"/> Vending Product / Merchandise Sales	Occupational License
<input checked="" type="checkbox"/> Vending Food / Beverage	Health Inspection
<input checked="" type="checkbox"/> Vendors / Exhibitors	Alcohol Permit
<input checked="" type="checkbox"/> Vending Beer / Wine	Additional Insurance Required
<input type="checkbox"/> Erecting Tents - Larger than 10ft x 12ft	Temporary Structure Permit
<input type="checkbox"/> Fence Installation	Temporary Structure Permit
<input type="checkbox"/> Other Structures	Temporary Structure Permit
<input type="checkbox"/> Open Flame Food Preparation	Fire Inspection Permit
<input type="checkbox"/> Pyrotechnics	Fireworks Permit
<input checked="" type="checkbox"/> Require Street Closure	Parade or Street Closure Permit(s)
<input type="checkbox"/> VIP Area	
<input type="checkbox"/> Staging	<input type="checkbox"/> Professional <input type="checkbox"/> Showmobile <input type="checkbox"/> Other
<input type="checkbox"/> Amplified Sound	<input type="checkbox"/> Performers <input type="checkbox"/> Announcement Only
<input type="checkbox"/> Security	<input type="checkbox"/> Daytime - Private <input type="checkbox"/> Overnight - Private <input checked="" type="checkbox"/> Event Time Frame - SPPD
<input checked="" type="checkbox"/> Sanitary Facilities - Port-O-Lets	Regular Units <u>3</u> Disabled Units <u>2</u> Hand Washing <u>2</u>
<input type="checkbox"/> Off-site Parking / Shuttle	
<input type="checkbox"/> Semitruck / Tractor Trailer	

Marketing: Please check all that apply.

- |  |   |
|--|---|
| <input type="checkbox"/> Invitations                     | <input type="checkbox"/> Radio            |
| <input type="checkbox"/> Posters / Flyers                | <input type="checkbox"/> Television       |
| <input checked="" type="checkbox"/> Newspaper / Internet | <input type="checkbox"/> Remote Broadcast |

**City logo should be used in any promotional materials, posters, flyers, ads, website, public service announcements, and press releases.**

Electrical Requirements:

Does your event require any power needs using more than the standard 110/20amp located in the parks?  YES  NO

If YES, check all that apply.  RV'S  Coffee Vendors  Ice Bins  Freezers  Ice Cream Vendors  Catering Trucks

Other:

Please explain the details of the above items checked. Tell us how much and what type of power they would require.

Will you supply your own generators?  YES  NO

Will your event have a licensed electrician on-site during the event?  YES  NO If YES, who?

Will your event be requesting any variances from City policies or procedures? If YES, please explain.

If City permits, licenses, or services are required for event, who will pay for them?

Name: GTBFTA

Phone: 8135277290

Address (including zip): 1255 Caracas Ave Clearwater FL 33764

Type of music, # of stages, and # of bands.

DJ

List Vending Products. Name & Provider.

N/A

For Use of Beer/Wine - Please provide name, address and phone number of the sponsoring 501(c)3 or catering company.

We will carry our own license

Explain subject/purpose of all speeches/demonstrations which will occur.

Discuss your load in/load out parking needs, include times and dates.

We need parking for our attendees at Event location  
Food truck start loading - 3pm - 4pm  
Events end at 11pm

Other Comments: Please describe your fee structure.

Create monthly events for food truck members. Invest any profit into marketing & creating more events, & pay bills

Other comments:

I represent and warrant that the purpose of the proposed activity/event and conduct of the sponsor(s) and the participants shall conform to all requirements of law and all ordinances of the State of Florida, Pinellas County, and the City of St. Petersburg including, but not limited to, City noise ordinances and Parks and Recreation Department Policies and Procedures. I acknowledge that failure to observe such laws, ordinances, or policies and procedures will result in an immediate cancellation of the event and all permits.

**WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THE PARKS AND RECREATION DEPARTMENT POLICIES AND PROCEDURES PERTAINING TO THE USE OF PARKS AND THE PARK RULES SET FORTH IN ARTICLE II, CHAPTER 21, OF THE ST. PETERSBURG CITY CODE, INCLUDING BUT NOT LIMITED TO THE INDEMNIFICATION AND INSPECTION OBLIGATIONS ASSUMED BY ME AND THE PERSON OR ENTITY ON WHOSE BEHALF THIS APPLICATION IS BEING MADE.**

***I certify that the facts contained in this application are accurate.***

Name:

A. Zido

Title:

President

Date:

9/30/24



## Appendix B President or CEO Responsible Party Information

Please complete the information below for each responsible party.

Name of the **Nonprofit** Corporation: Gulf To Bay Food Truck Ass.  
 Name of Responsible Party (President or CEO ONLY): AS ZIDO  
 Title of Responsible Party: President  
 Physical Address of Responsible Party: 1255 Caracas Ave Clearwater FL 33764  
 Phone Number of Responsible Party: 813 527 7290  
 Email Address of Responsible Party: Gulf to Bay FTA @ gmail. com  
 Nonprofit (Employee Identification Number): 46 - 4784426

Name of the **For-profit** Corporation: \_\_\_\_\_  
 Name of Responsible Party (President or CEO ONLY): \_\_\_\_\_  
 Title of Responsible Party: \_\_\_\_\_  
 Physical Address of Responsible Party: \_\_\_\_\_  
 Phone Number of Responsible Party: \_\_\_\_\_  
 Email Address of Responsible Party: \_\_\_\_\_  
 For-profit (Employee Identification Number) \_\_\_\_\_

**Please include a copy of the the current IRS Nonprofit Affidavit / For Profit**

What method of invoicing would your organization prefer?

BY Mail

Contact Name: As Zido  
 Address: 1255 Caracas Ave  
 City, State, Zip: Clearwater FL 33764

BY EMAIL

Email Address: GULF TO BAY FTA @ GMAIL. COM

**APPENDIX C  
STATEMENT OF REVENUE AND EXPENSES FORM  
PRIOR YEAR'S EVENT  
(Must be completed)**

Name of Event: GTFTA RALLIES  
Date(s) of Event: Varies every month

I. REVENUE SOURCES (attach sheet if more space is needed)	Amount
1. BEER	VARIES
2. PERCENTAGE OF FOOD TRUCK SALES	" "
3.	
4.	
5.	
6.	
7.	
8.	
<b>TOTAL GROSS REVENUE</b>	

II. EXPENSES (attach sheet if more space is needed)	
1. ALL CITY RENTALS	VARIES
2. PARK & REC CITY BILL	" "
3. POLICE	" "
4. STAFF	" "
5. INSURANCE	" "
6. ACCOUNTING	" "
7. MARKETING	" "
8. ENTERTAINMENT	" "
9. MIS.	VARIES
10.	
11.	
12.	
<b>TOTAL OPERATING EXPENSES</b>	
<b>TOTAL NET INCOME</b>	

III. ALLOCATION OF NET INCOME (attach sheet if more space is needed)	
1. ANY ADDITIONAL INCOME USED FOR FUTURE EVENTS - 1K-2K	
2.	
3.	
4.	
5.	
6.	
<b>TOTAL ALLOCATION OF NET INCOME</b>	

Prepared by: IAS ZIDO

Date: 9/30/24

Print Application

Submit Application by  
Email



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Not For Profit Corporation  
GULF TO BAY FOOD TRUCK ASSOCIATION INC.

### Filing Information

<b>Document Number</b>	N14000001027
<b>FEI/EIN Number</b>	46-4784426
<b>Date Filed</b>	01/27/2014
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	REINSTATEMENT
<b>Event Date Filed</b>	09/27/2021

### Principal Address

1255 Caracas Ave  
Clearwater, FL 33764

Changed: 04/20/2022

### Mailing Address

1255 caracas Ave  
Clearwater, FL 33764

Changed: 04/20/2022

### Registered Agent Name & Address

najib, zidouhia M  
1255 Caracas Ave  
Clearwater, FL 33764

Name Changed: 01/20/2020

Address Changed: 04/05/2023

### Officer/Director Detail

#### **Name & Address**

Title President

Zidouhia , Najib  
1255 Caracas Ave  
Clearwater, FL 33764

Title Secretary

Yazbeck , Angela  
11110 ELMFIELD DR.,  
Tampa, FL 33625

Title Vice President your

Tabor , Monica Lee  
1255 caracas Ave  
Clearwater, FL 33764

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2022	04/20/2022
2023	04/05/2023
2024	04/18/2024

**Document Images**

<a href="#">04/18/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/05/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/20/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">09/27/2021 -- REINSTATEMENT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/20/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/13/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/15/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/10/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/28/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/22/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/27/2014 -- Domestic Non-Profit</a>	<a href="#">View image in PDF format</a>

# Permit



Parks and Recreation  
 1400 19th Street North  
 St. Petersburg, FL, US 33713

PHONE:(727) 893-7441  
 EMAIL:stpeteparksrec@stpete.org

**Permit # R20637**

Status Tentative  
 Date Oct 24, 2024 3:27 PM  
 Expiration Date Dec 22, 2024

<b>Organization Name</b>	Gulf To Bay Food Truck Association Inc - 39	<b>Organization Phone 1</b>	+1 (727) 709-0748
<b>Customer Type</b>	Non-Profit (Tax-Exempt)	<b>Number</b>	
<b>Organization Address</b>	1255 CARACAS AVE CLEARWATER, FL 33764		
<b>Agent Name</b>	Najib AJ Zidouhia	<b>Primary Phone Number</b>	(813) 527-7290
		<b>Email Address</b>	GULFTOBAYFTA@GMAIL.COM
<b>System User</b>	45937		

Rental Fee	\$690.00
Discounts	\$0.00
Subtotal	\$690.00
Deposits	\$0.00
Deposit Discounts	\$0.00
<b>Total Permit Fee</b>	<b>\$690.00</b>
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$690.00

<b>GULF TO BAY FOOD TRUCK RALLY</b>		1 resource(s)	3 booking(s)	Subtotal: \$690.00
Booking Summary				
AWP Park (Cosponsored Event)			Center: Albert Whitted Park	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX	
Sat, Apr 19, 2025 12:00 PM	Sat, Apr 19, 2025 11:00 PM	600	\$0.00	
Sat, May 17, 2025 12:00 PM	Sat, May 17, 2025 11:00 PM	600	\$0.00	
Sat, Jun 14, 2025 12:00 PM	Sat, Jun 14, 2025 11:00 PM	600	\$0.00	
Resource level fees			\$690.00	

Custom Questions	
QUESTION	ANSWER
Will this event be having beer or wine?	Yes
Will this event be having fireworks?	No

Will this event be having liquor?	No
Will this event be using fencing?	Yes

Payment Schedules		Original Balance: \$690.00			Current Balance: \$690.00
DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE	
Nov 29, 2024	\$690.00	\$0.00	\$0.00	\$690.00	

**CITY OF ST. PETERSBURG  
PARKS & RECREATION DEPARTMENT  
CO-SPONSORED EVENT APPLICATION**



Date Received: \_\_\_\_\_  
 Check or Cash: \_\_\_\_\_  
 Application #: 09 1  
 Packet: \_\_\_\_\_  
 Permit #: 300

Event Title: SPF25 - Country Music Festival Phone No.: (864) 704-3200 Fax No.: \_\_\_\_\_  
 Entity Name: St. Pete Fest LLC Federal I.D. Number: 99-3779718  
 Event Date(s): 11/22/25 - 11/23/25 Location: Vinoy Park  
 Day 1 of Event: 11/22/25 Time Gates Open: 1:00 PM Ending Time: 10:00 PM  
 Day 2 of Event: 11/23/25 Time Gates Open: 1:00 PM Ending Time: 10:00 PM  
 Day 3 of Event: \_\_\_\_\_ Time Gates Open: \_\_\_\_\_ Ending Time: \_\_\_\_\_

Application Prepared by: Morgan MacMillan Phone: (864) 704-3200  
 Title: Owner/President Cell Phone: (864) 704-3200  
 Address: 3680 46th Ave S City: St. Petersburg State: FL Zip: 33711  
 Email Address: Morgan@SaintPeteFest.com  
 Additional Contact Person: Braxton Wilson Day Phone: (864) 752-7653

What month/year were you incorporated as nonprofit? N/A  
 List all 501(c)3 entities that will benefit from this event. Sun Coast Law Enforcement Charities  
 Name of the for-profit entity? St. Pete Fest LLC

**Describe your event with details.**  
 SEE APPENDIX D

Describe what economic benefit and impact this event will bring to St. Petersburg.  
 SEE APPENDIX E

Each co-sponsored entity must possess liability insurance naming the City of St. Petersburg as an additional insured and secure said insurance in the amount determined by the City.

Does your group presently have liability insurance?  YES  NO How much? TBD  
 Are there plans to sell or distribute beer/wine at your event?  YES  NO  
 Will there be an admission / registration fee?  YES  NO Advanced Fee: \$149-439 Day of: \$149-\$439  
 Please provide the website address for your event. saintpetefest.com  
 Please provide a phone number that can be advertised to the public. TBD  
 What is the estimated attendance for this event? Spectators 18,000 Participants 350 Last Year's Total Attendance N/A

## APPENDIX D:

### Describe your event with details:

St. Pete Fest will be a household name in the music industry by year 1. It will entail everything imaginable from your most recognizable festivals; Top touring country stars, incredible vendors from across our beautiful Tampa Bay, highly respected partners and sponsors, multiple stages with a variety ranging from nationally recognized artists to local and up-and-coming talent, arts exhibitions, family activities, pre & post events throughout the St. Pete area to increase reach and brand potential, and so much more.

We are a team of turn-key professionals who are some of the best in the country at curating something special that leaves every attendee with memories to last a lifetime. With specialties including: Security Measures, Mapping and Layout Design, Traffic Flow, Interior and Exterior Logistics, and Strategic Placements, we make sure all attendees have the best possible experience, with safety being our lead priority.

Our Marketing also sets us apart from the rest of the pack, with a marketing team that has curated some of the largest country festivals coast-to-coast they know how to put an event on the map quickly and professionally in a way that attracts all ages and demographics. With over a \$250,000 budget for marketing alone we make sure to broaden our reach to bring not only our local Tampa Bay neighbors but attendees from across the state and across the country into our beautiful city to create the biggest economic impact possible. We maintain an email database of over 400,000 people across markets from a decade of producing festivals ensuring that in year one SPF25 – Country Music Festival will feel like a festival that has been established for years.



**APPENDIX E:**

**Describe what economic impact and benefit this event will bring to St. Petersburg:**

With over 10 multi-day music festivals in our portfolio over the past decade, we have studied and closely monitored economic impact in similar markets. Our estimated economic impact for a festival this size (upwards of 20,000 attendees) is between \$12 and \$16 million. Which includes over 125 full-time equivalent jobs. With these projections we expect almost \$2 Million in generated tax revenue. Additionally, we will hire and staff over 400 temporary employees across a 10-day period. We project thousands of lodgings booked as a result of this festival within a 4-mile radius for a 3-night stay. As this event grows and becomes one of the most highly anticipated festivals, we only expect these numbers to grow.

Please check the equipment and/or facilities you are requesting.

Recreation Equipment

Showmobile (Yes/No)  No  
# Bleacher(s) needed. Each bleacher approx. 180 people)  N/A  
Tables (6 ft) # needed  N/A Chairs # needed  N/A  
Public Address System  N/A  
# of portable risers needed (4 in. x 8 in. x 16 in. sections)  N/A

Special Events Facilities

Mahaffey Theater  
 Coliseum  
 Sunken Gardens  
 Boyd Hill

Non-City Locations

Which Location?

Vinoy Park

The following departments may provide and charge for additional services. You will be provided cost estimates in your Co-sponsored Agreement.

POLICE: Public Safety Personnel, Marine Services

TRAFFIC: Personnel, Equipment (cones, barricades, no parking signs)

FIRE: Paramedics, Inspectors

PARKS SERVICES: Cleanup Personnel, Dumpster(s), Trash Receptacles, Event Site Preparation and Restoration

RECREATION SERVICES: On-site Presence, Logistics Help, Liaison with Other Departments

**Note:** The City does not provide tents, Port-O-Lets, or large quantities of tables and chairs.

I certify that the event will be open to all citizens and that individuals will not be barred from participation due to race, creed, color, national origin, sex, age, or physical impairment. I understand that a financial report of the event is due in the Parks and Recreation office within 30 days of the completion of the event. I also understand that the City is to be shown as a co-sponsor on any promotional materials produced for the event. I agree to obtain the required liability insurance and to secure all necessary city/county/state permits/licenses. I further certify that the facts contained in this application are accurate.

Name: Morgan MacMillan Title: Owner Date: 7-1-2024  
Co-Sign: Sasha Lohn, Esq. Title: Gen. Counsel, Exec. Director Date: 7-1-2024

- NOTE: a. **If person/entity preparing this application is not representing a nonprofit entity, the application must be co-signed by someone from a sponsoring nonprofit entity. A copy of the sponsoring entity's 501(c)3 designation must accompany this application.**
- b. **If your entity has outstanding financial obligations with any department within the City of St. Petersburg, your application will not be processed until debt is paid.**
- c. **Applications lacking information or the required completed appendixes listed below will not be processed.**

PLEASE ATTACH THE FOLLOWING

1. Route map for parade, run, walk, and/or bike event.
2. Site map of event and detail schedule of each day's events including open and close times.
3. Complete Appendix B and Appendix C.
4. Check for \$30.00 for co-sponsored application processing (non-refundable).
5. Check for park permit fee. See Appendix A for fee structure.
6. A copy of 501(c)3 designation (if applicable)

FOR FURTHER INFORMATION, PLEASE CALL LYNN GORDON, PARKS & RECREATION MANAGER,  
727-893-7766 or EMAIL: [StPeteEvents@stpete.org](mailto:StPeteEvents@stpete.org)

PARKS & RECREATION DEPARTMENT  
 CO-SPONSORED EVENTS  
 SUMMARY SHEET

Review and check all conditions which apply to this event: Note the corresponding obligation for each condition.

<u>Condition</u>		<u>Obligation</u>
<input checked="" type="checkbox"/>	Public Invited	General Liability Insurance
<input checked="" type="checkbox"/>	Located in Park	Park Permit
<input checked="" type="checkbox"/>	Vending Product / Merchandise Sales	Occupational License
<input checked="" type="checkbox"/>	Vending Food / Beverage	Health Inspection
<input checked="" type="checkbox"/>	Vendors / Exhibitors	How many? <u>TBD</u>
<input checked="" type="checkbox"/>	Vending Beer / Wine	Alcohol Permit Additional insurance Required
<input checked="" type="checkbox"/>	Erecting Tents - Larger than 10ft x 12ft	How many? <u>TBD</u>
<input checked="" type="checkbox"/>	Fence Installation	What type? <u>6x10 Panel Fencing</u>
<input checked="" type="checkbox"/>	Other Structures	What structure? <u>Sky/Stage Box</u>
<input checked="" type="checkbox"/>	Open Flame Food Preparation	Fire Inspection Permit
<input checked="" type="checkbox"/>	Pyrotechnics	Fireworks Permit
<input checked="" type="checkbox"/>	Require Street Closure	Parade or Street Closure Permit(s)
<input checked="" type="checkbox"/>	VIP Area	
<input checked="" type="checkbox"/>	Staging	<input checked="" type="checkbox"/> Professional <input type="checkbox"/> Showmobile <input type="checkbox"/> Other
<input checked="" type="checkbox"/>	Amplified Sound	<input checked="" type="checkbox"/> Performers <input type="checkbox"/> Announcement Only
<input checked="" type="checkbox"/>	Security	<input checked="" type="checkbox"/> Daytime - Private <input checked="" type="checkbox"/> Overnight - Private <input checked="" type="checkbox"/> Event Time Frame - SPPD
<input checked="" type="checkbox"/>	Sanitary Facilities - Port-O-Lets	Regular Units <u>TBD</u> Disabled Units <u>TBD</u> Hand Washing <u>TBD</u>
<input checked="" type="checkbox"/>	Off-site Parking / Shuttle	
<input checked="" type="checkbox"/>	Semitruck / Tractor Trailer	

Marketing: Please check all that apply.

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Invitations          | <input checked="" type="checkbox"/> Radio      |
| <input checked="" type="checkbox"/> Posters / Flyers     | <input checked="" type="checkbox"/> Television |
| <input checked="" type="checkbox"/> Newspaper / Internet | <input type="checkbox"/> Remote Broadcast      |

**City logo should be used in any promotional materials, posters, flyers, ads, website, public service announcements, and press releases.**

Electrical Requirements:

Does your event require any power needs using more than the standard 110/20amp located in the parks?  YES  NO

If YES, check all that apply.  RV'S  Coffee Vendors  Ice Bins  Freezers  Ice Cream Vendors  Catering Trucks  
 Other:

Please explain the details of the above items checked. Tell us how much and what type of power they would require.

Full production: Per conversation with Parks & Rec we have required power for main stage and will provide generators for rear stage.

Will you supply your own generators?  YES  NO

Will your event have a licensed electrician on-site during the event?  YES  NO If YES, who? TBD

Will your event be requesting any variances from City policies or procedures? If YES, please explain.

No

If City permits, licenses, or services are required for event, who will pay for them?

Name: St. Pete Fest LLC

Phone: (864) 704-3200

Address (including zip): 3680 46th Ave S. #618 St. Petersburg FL 33711

Type of music, # of stages, and # of bands.

Country Music, 2 Stages (Potential 3rd Small Acoustic Stage), 20-25

List Vending Products. Name & Provider.

TBD

For Use of Beer/Wine - Please provide name, address and phone number of the sponsoring 501(c)3 or catering company.

Suncoast Law Enforcement Charities Inc  
14141 46th St. N Suite 1205  
Clearwater, FL 33762-3860

Explain subject/purpose of all speeches/demonstrations which will occur.

N/A

Discuss your load in/load out parking needs, include times and dates.

Load In: 11/17/24 10:00am  
Load Out: 11/25/24 5:00pm

Other Comments: Please describe your fee structure.

Other comments:

I represent and warrant that the purpose of the proposed activity/event and conduct of the sponsor(s) and the participants shall conform to all requirements of law and all ordinances of the State of Florida, Pinellas County, and the City of St. Petersburg including, but not limited to, City noise ordinances and Parks and Recreation Department Policies and Procedures. I acknowledge that failure to observe such laws, ordinances, or policies and procedures will result in an immediate cancellation of the event and all permits.

**WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THE PARKS AND RECREATION DEPARTMENT POLICIES AND PROCEDURES PERTAINING TO THE USE OF PARKS AND THE PARK RULES SET FORTH IN ARTICLE II, CHAPTER 21, OF THE ST. PETERSBURG CITY CODE, INCLUDING BUT NOT LIMITED TO THE INDEMNIFICATION AND INSPECTION OBLIGATIONS ASSUMED BY ME AND THE PERSON OR ENTITY ON WHOSE BEHALF THIS APPLICATION IS BEING MADE.**

*I certify that the facts contained in this application are accurate.*

Name: Morgan MacMillan

Title: Owner/President

Date: 7-1-2024

## Appendix B President or CEO Responsible Party Information

Please complete the information below for each responsible party.

Name of the <b>Nonprofit</b> Corporation:	Sun Coast Law Enforcement Charities
Name of Responsible Party (President or CEO ONLY):	Sasha Lohn, Esq.
Title of Responsible Party:	Executive Director, General Counsel
Physical Address of Responsible Party:	14141 46th Street North, Suite 1205, Clearwater, Florida 33762
Phone Number of Responsible Party:	727-532-1722
Email Address of Responsible Party:	sasha@suncoastpba.com
Nonprofit (Employee Identification Number):	85-8012540673C-1

Name of the <b>For-profit</b> Corporation:	St. Pete Fest LLC
Name of Responsible Party (President or CEO ONLY):	Morgan MacMillan
Title of Responsible Party:	Owner/President
Physical Address of Responsible Party:	3680 46th Ave S. St. Petersburg FL, 33711 #618
Phone Number of Responsible Party:	(864) 704-3200
Email Address of Responsible Party:	Morgan@saintpetefest.com
For-profit (Employee Identification Number)	99-3779718

**Please include a copy of the the current IRS Nonprofit Affidavit / For Profit**

What method of invoicing would your organization prefer?

BY Mail

Contact Name

Address

City, State, Zip

BY EMAIL

Email Address:

**APPENDIX C  
STATEMENT OF REVENUE AND EXPENSES FORM  
PRIOR YEAR'S EVENT  
(Must be completed)**

Name of Event:

Date(s) of Event:

I. REVENUE SOURCES (attach sheet if more space is needed)	Amount
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
<b>TOTAL GROSS REVENUE</b>	

II. EXPENSES (attach sheet if more space is needed)	
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
<b>TOTAL OPERATING EXPENSES</b>	
<b>TOTAL NET INCOME</b>	

III. ALLOCATION OF NET INCOME (attach sheet if more space is needed)	
1.	
2.	
3.	
4.	
5.	
6.	
<b>TOTAL ALLOCATION OF NET INCOME</b>	

Prepared by:   Date:



**Consumer's Certificate of Exemption**  
Issued Pursuant to Chapter 212, Florida Statutes

DR-14  
R. 01/18

85-8012540673C-1	10/31/2022	10/31/2027	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

SUN COAST LAW ENFORCEMENT  
CHARITIES INC  
14141 46TH ST N STE 1205  
CLEARWATER FL 33762-3860

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



**Important Information for Exempt Organizations**

DR-14  
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Limited Liability Company  
ST. PETE FEST LLC

### Filing Information

**Document Number** L24000212141  
**FEI/EIN Number** NONE  
**Date Filed** 05/06/2024  
**State** FL  
**Status** ACTIVE

### Principal Address

3680 46TH AVE S UNIT 618  
SAINT PETERSBURG, FL 33711

### Mailing Address

3680 46TH AVE S UNIT 618  
SAINT PETERSBURG, FL 33711

### Registered Agent Name & Address

UNITED STATES CORPORATION AGENTS, INC.  
476 RIVERSIDE AVE.  
JACKSONVILLE, FL 32202

### Authorized Person(s) Detail

#### **Name & Address**

Title AMBR

MACMILLAN, MORGAN H  
3680 46TH AVE S UNIT 618  
SAINT PETERSBURG, FL 33711

Title AMBR

WILSON, BRAXTON M  
3680 46TH AVE S UNIT 618  
SAINT PETERSBURG, FL 33711

### Annual Reports

**No Annual Reports Filed**



Department of State / Division of Corporations / Search Records / Search by Entity Name /

## Detail by Entity Name

Florida Not For Profit Corporation  
SUN COAST LAW ENFORCEMENT CHARITIES, INC.

### Filing Information

<b>Document Number</b>	N99000002680
<b>FEI/EIN Number</b>	59-3581556
<b>Date Filed</b>	04/30/1999
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDMENT
<b>Event Date Filed</b>	10/23/2023
<b>Event Effective Date</b>	NONE

### Principal Address

14141 46TH ST. N.  
SUITE 1205  
CLEARWATER, FL 33762

Changed: 10/28/2008

### Mailing Address

14141 46TH ST. N.  
SUITE 1205  
CLEARWATER, FL 33762

Changed: 10/28/2008

### Registered Agent Name & Address

VAZQUEZ, JONATHAN  
14141 46TH ST N STE 1205  
CLEARWATER, FL 33762

Name Changed: 02/21/2020

Address Changed: 10/28/2008

### Officer/Director Detail

#### **Name & Address**

Title Treasurer

COMPTON, ADAM  
14141 46TH ST N STE 1205  
CLEARWATER, FL 33762

Title Senior VP

WARD, MICHAEL  
14141 46TH ST. N.  
SUITE 1205  
CLEARWATER, FL 33762

Title Executive Director, General Counsel

LOHN, SASHA, ESQ.  
14141 46TH ST. N.  
SUITE 1205  
CLEARWATER, FL 33762

Title President

VAZQUEZ, JONATHAN  
14141 46TH ST. N.  
SUITE 1205  
CLEARWATER, FL 33762

Title Executive VP

BLICKENSDORF, MICHAEL  
14141 46TH ST. N - STE. 1205  
CLEARWATER, FL 33762

Title S

JONES, CHRISTOPHER, JR  
14141 46TH ST. N - STE. 1205  
CLEARWATER, FL 33762

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2022	02/28/2022
2023	01/24/2023
2024	01/29/2024

**Document Images**

<a href="#">01/29/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/23/2023 -- Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">01/24/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/28/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">12/20/2021 -- Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">02/15/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>

# Permit



Parks and Recreation  
 1400 19th Street North  
 St. Petersburg, FL, US 33713

PHONE:(727) 893-7441  
 EMAIL:stpeteparksrec@stpete.org

**Permit # R18917**

Status Approved  
 Date Jul 5, 2024 9:05 AM

<b>Organization Name</b>	St. Pete Fest LLC - 2332		
<b>Customer Type</b>	Commercial (Taxed)		
<b>Organization Address</b>	3680 46th Ave S Unit 618 St Petersburg, FL 33711		
<b>Agent Name</b>	Morgan MacMillan	<b>Primary Phone Number</b>	(864) 704-3200
		<b>Email Address</b>	morgan@saintpetefest.com
<b>System User</b>	45937	<b>Payer</b>	St. Pete Fest LLC

Rental Fee	\$2,970.00
Rental Tax	\$89.10
Discounts	\$0.00
<b>Subtotal</b>	<b>\$3,059.10</b>
Deposits	\$0.00
Deposit Discounts	\$0.00
<b>Total Permit Fee</b>	<b>\$3,059.10</b>
<b>Total Payment</b>	<b>\$3,059.10</b>
Refunds	\$0.00
Balance	\$0.00

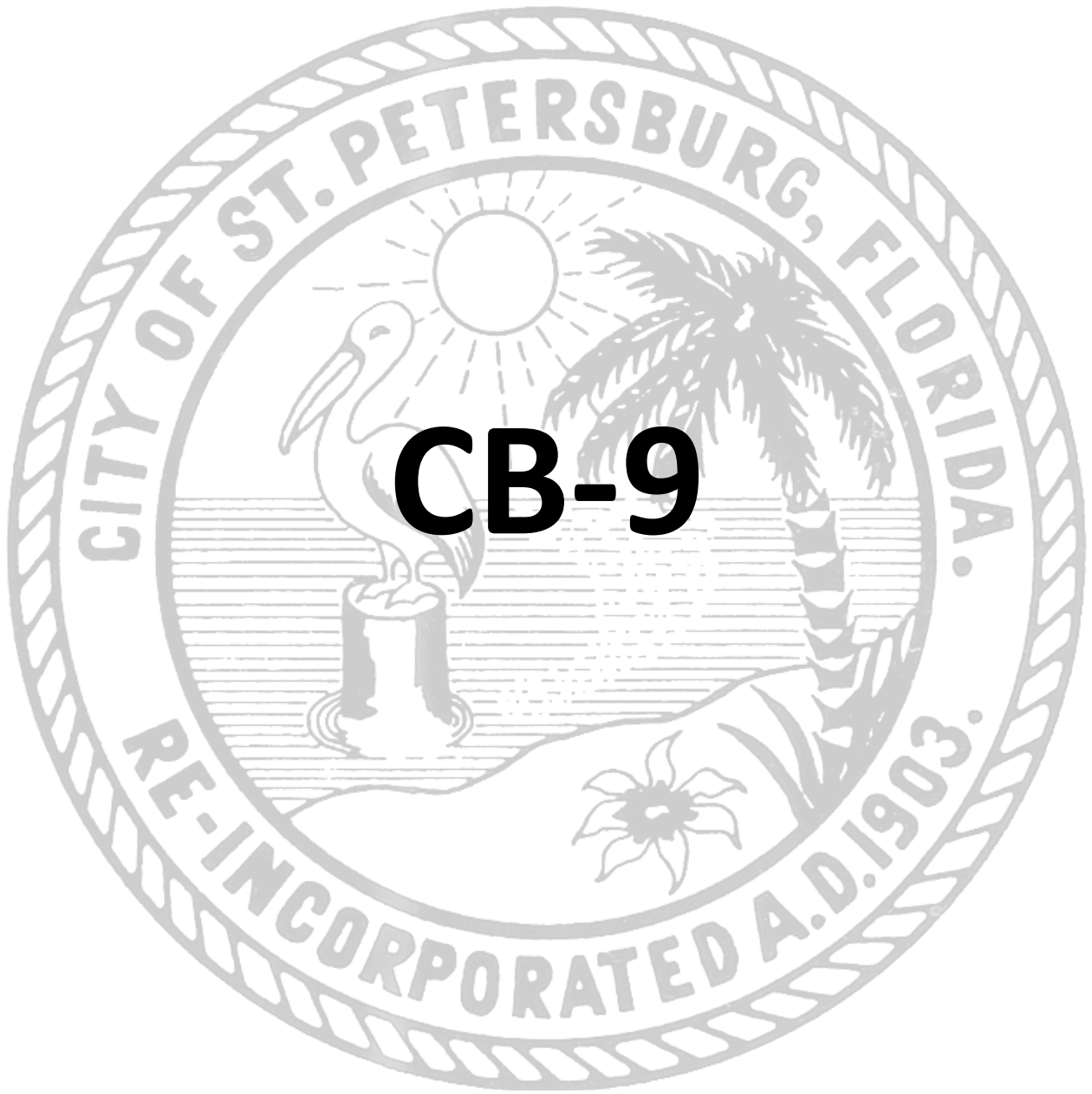
<b>SPF25 - Country Music Festival</b>	1 resource(s)	1 booking(s)	<b>Subtotal: \$2,970.00</b>
<b>Booking Summary</b>			
<b>VIP Park &amp; Mole (Cosponsored Event)</b>			<b>Center: Vinoy Park</b>
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Mon, Nov 17, 2025 12:00 AM	Tue, Nov 25, 2025 10:00 PM	999999	\$0.00
<b>Resource level fees</b>			<b>\$2,970.00</b>

<b>Custom Questions</b>	
QUESTION	ANSWER
Will this event be having beer or wine?	Yes
Will this event be having fireworks?	No
Will this event be having liquor?	Yes

Will this event be using fencing?	Yes
-----------------------------------	-----

Payment and Refund					
RECEIPT #	DATE	FEE DESCRIPTION	EVENT	RESOURCE	PAYMENT / REFUND
1077119.001	Oct 4, 2024	Cosponsored Event	SPF25 - Country Music Festival	VIP Park & Mole	\$3,059.10

The following page(s) contain the backup material for Agenda Item: Approving a resolution approving an amendment to the Sub-Recipient agreement dated November 18, 2022 between the City of St. Petersburg Florida (“CITY”) and St. Petersburg Free Clinic, INC., (“Sub-Recipient”) for Sub-Recipient to administer a Healthy Neighborhood Store Program (“Project”) to extend the term of the Sub-Recipient agreement through March 31, 2025; authorizing the Mayor or his designee to execute the amendment; and providing an effective date.  
Please scroll down to view the backup material.



**CB-9**

**ST. PETERSBURG CITY COUNCIL**

**Consent Agenda**

**Meeting of December 5, 2024**

**TO: City Council Chair and Members of City Council**

**SUBJECT:** Approving a resolution approving an amendment to the Sub-Recipient agreement dated November 18, 2022 between the City of St. Petersburg Florida ("CITY") and St. Petersburg Free Clinic, INC., ("Sub-Recipient") for Sub-Recipient to administer a Healthy Neighborhood Store Program ("Project") to extend the term of the Sub-Recipient agreement through March 31, 2025; authorizing the Mayor or his designee to execute the amendment; and providing an effective date.

**EXPLANATION:** The City and the sub-recipient entered into a sub-recipient agreement on November 18, 2022 ("Agreement"), for the Sub-recipient to perform and complete the project (as defined by the Agreement), including, but not limited to, administering a Healthy Neighborhoods Store technical assistance program, with incentives, to encourage existing neighborhood stores to participate and improve their food retail environment and improve access to healthy foods. City Administration and the Sub-recipient now desire to amend the Agreement to extend the term through March 31, 2025 to allow the Sub-recipient additional time to complete project activities.

**Recommendation:** Administration recommends City Council approve the resolution approving an amendment to the Sub-Recipient agreement dated November 18, 2022 between the City of St. Petersburg Florida ("CITY") and St. Petersburg Free Clinic, INC., ("Sub-Recipient") for Sub-Recipient to administer a Healthy Neighborhood Store Program ("Project") to extend the term of the Sub-Recipient agreement through March 31, 2025; authorizing the Mayor or his designee to execute the amendment; and providing an effective date.

**COST/FUNDING/ASSESSMENT INFORMATION:** Funds have been previously appropriated in the American Rescue Plan Act Fund (1018), Parks and Recreation Department, Administration Division (190-1573), Healthy Neighborhood Store Program Project (19100).

**ATTACHMENTS:** Resolution

**APPROVALS:**

Administrative: \_\_\_\_\_

Budget: Lance Stanford



**RESOLUTION NO. 2024-\_\_**

APPROVING AN AMENDMENT TO THE SUB-RECIPIENT AGREEMENT DATED NOVEMBER 18, 2022 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA (“CITY”) AND ST. PETERSBURG FREE CLINIC, INC., (“SUB-RECIPIENT”) FOR SUB-RECIPIENT TO ADMINISTER A HEALTHY NEIGHBORHOOD STORE PROGRAM (“PROJECT”) TO EXTEND THE TERM OF THE SUB-RECIPIENT AGREEMENT THROUGH MARCH 31, 2025; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City and the Sub-recipient entered into a sub-recipient agreement on November 18, 2022 (“Agreement”), for Sub-recipient to perform and complete the Project (as defined in the Agreement), including, but not limited to, administering the Project, with incentives, to encourage existing neighborhood stores to participate and improve their food retail environment and to improve access to healthy foods; and

**WHEREAS**, City Administration and the Sub-recipient now desire to amend the Agreement to extend the term through March 31, 2025 to allow the Sub-recipient additional time to complete Project activities; and

**WHEREAS**, funds in the amount of \$535,000 have been previously obligated for the Project, and no additional funding for the extension is needed; and

**WHEREAS**, City Administration recommends approval of the amendment.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of St. Petersburg, Florida that an amendment to the Agreement dated November 18, 2022 between the City and the Sub-recipient for the Sub-recipient to administer a Project and extend the term of the Agreement through March 31, 2025, is hereby approved.

**BE IT FURTHER RESOLVED** that the Mayor or his designee is authorized to execute the amendment.

This resolution shall become effective immediately upon its adoption.

**APPROVALS:**

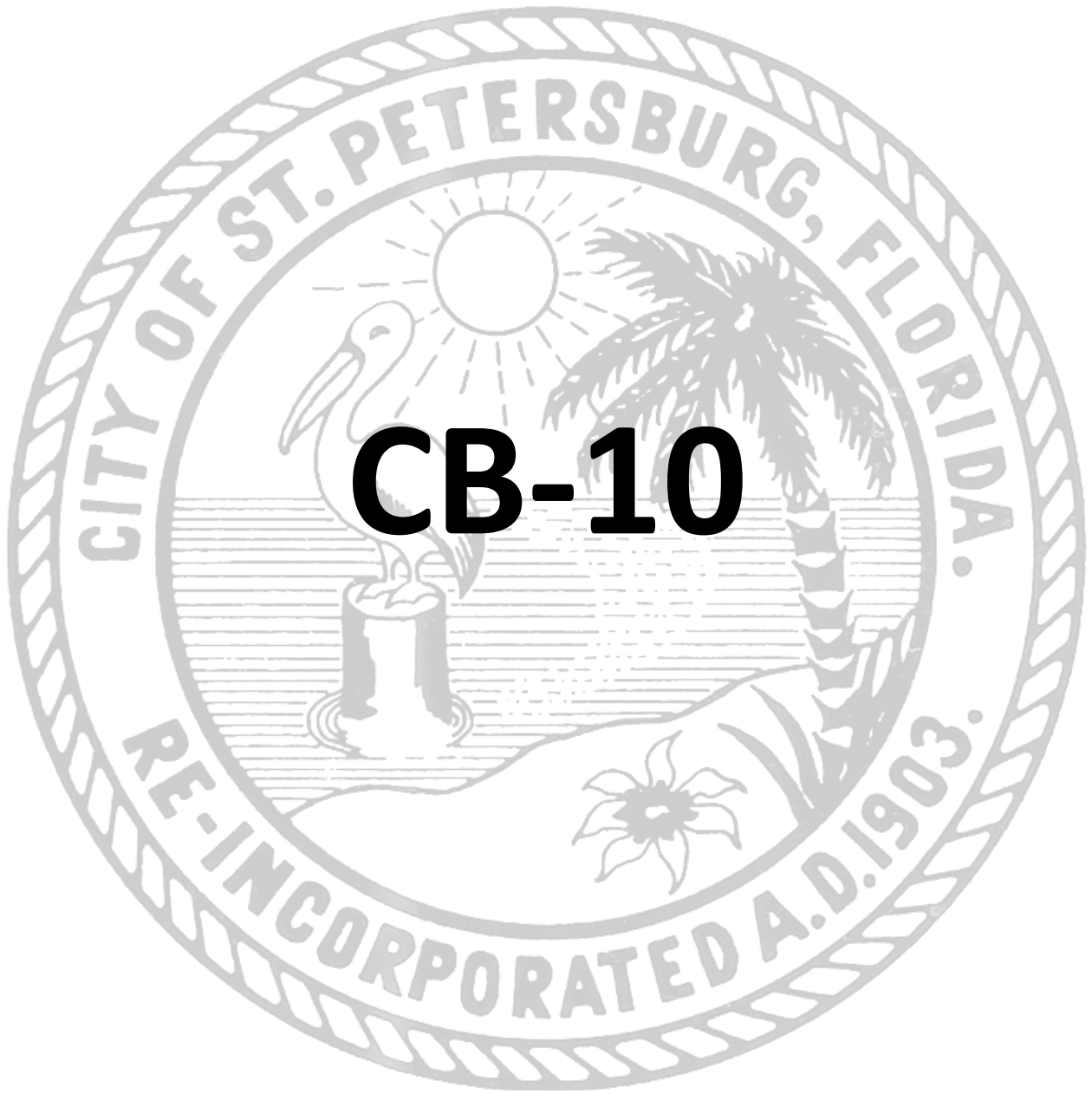


Legal 00778257.docx

Administration

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. 21-06-HDR/W(A) to the architect/engineering agreement dated August 5, 2021, as amended, between the City of St. Petersburg, Florida and HDR Engineering, Inc. (“A/E”) for A/E to provide additional project management, gather and review background information, perform GIS data gap analysis, provide final GIS gateway and preliminary hydraulic model build, hydraulic model development, boundary level model calibration, model calibration and model training related to the Potable Water Hydraulic Model Update and Calibration Project in an amount not to exceed \$277,658.01; providing that the total Task Order, as amended, shall not exceed \$318,259.54 (ECID Project No. 24126-130; Oracle No. 20134); and providing an effective date.

Please scroll down to view the backup material.



**CB-10**

## ST. PETERSBURG CITY COUNCIL

### Consent Agenda

Meeting of December 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. 21-06-HDR/W(A) to the architect/engineering agreement dated August 5, 2021, as amended, between the City of St. Petersburg, Florida and HDR Engineering, Inc. (“A/E”) for A/E to provide additional project management, gather and review background information, perform GIS data gap analysis, provide final GIS gateway and preliminary hydraulic model build, hydraulic model development, boundary level model calibration, model calibration and model training related to the Potable Water Hydraulic Model Update and Calibration Project in an amount not to exceed \$277,658.01; providing that the total Task Order, as amended, shall not exceed \$318,259.54 (ECID Project No. 24126-130; Oracle No. 20134); and providing an effective date.

**EXPLANATION:** The potable water hydraulic model is outdated, and the previous Task Order identified data gaps, network topology issues, and areas for model improvements and opportunities for expansion of capabilities and usage. The current scope will be to perform the updates to the hydraulic model that were identified in the previous scope. This scope includes a GIS data gap analysis, GIS gateway reconciliation, and development of a preliminary hydraulic model. Following the GIS gateway gap analysis and boundary level calibration the final hydraulic model will be developed. This Task Order Amendment also includes upgrading the software from the current Innovyze InfoWater Suite to InfoWater Pro, and hydraulic model training for the City. The results of this upgrade will allow for more accurate capacity analysis, and augment physical condition assessment and planning activities for the potable water system improvements.

On August 5, 2021, the City of St. Petersburg, Florida (“City”) and HDR Engineering, Inc. (“A/E”) entered into an architect/engineering agreement for A/E to provide miscellaneous professional services for Miscellaneous Professional Services for Potable Water, Wastewater, and Reclaimed Water projects.

On January 8, 2024, Administration approved Task Order No. 21-06-HDR/W(A) in the amount of \$40,601.53 which provided for professional engineering services including but not limited to project management, hydraulic model review and limited validation, and model functional assessment. The Task Order included a \$7,500 allowance for any unforeseen conditions that has not been authorized.

Amendment No. 1 to Task Order No. 21-06-HDR/W(A) in the amount of \$277,658.01 shall provide professional engineering services including but not limited to Task 1-Project Management, Task 4-Gather/Review Background Information, Task 5-GIS Data Gap Analysis, Task 6-Final GIS Gateway and Preliminary Hydraulic Model Build, Task 7-Hydraulic Model Development, Task 8-Boundary Level Model Calibration, Task 9-Model Calibration, Task 10-Model Training. This Amendment includes a \$37,500 allowance to be authorized if any unforeseen conditions are experienced while performing the work.

Task Order No. 21-06-HDR/W(A) and Amendment No. 1 include the following phases and associated not to exceed costs respectively:

		Approved	Authorized
Task Order	Project Management	\$6,427.08	\$6,427.08
	Hydraulic Model Review and Limited Validation	\$11,869.47	\$11,869.47
	Model Functional Assessment	\$14,804.98	\$14,804.98
	Allowance	\$7,500.00	
Amendment No. 1	Project Management	\$28,514.12	
	Gather/Review Background Information	\$9,645.09	
	GIS Data Gap Analysis	\$13,227.74	
	Final GIS Gateway & Preliminary Hydraulic Model Build	\$16,031.99	
	Hydraulic Model Development	\$39,423.22	
	Boundary Level Model Calibration	\$25,965.17	
	Model Calibration	\$68,677.76	
	Model Training	\$38,672.92	
	Allowance	\$37,500.00	
	<b>Total</b>	<b>\$318,259.54</b>	<b>\$33,101.53</b>

**RECOMMENDATION:** Administration recommends authorizing the Mayor or his designee to execute Amendment No.1 to Task Order No. 21-06-HDR/W(A) to the architect/engineering agreement dated August 5, 2021, as amended, between the City of St. Petersburg, Florida and HDR Engineering, Inc. (“A/E”) for A/E to provide additional project management, gather and review background information, perform GIS data gap analysis, provide final GIS gateway and preliminary hydraulic model build, hydraulic model development, boundary level model calibration, model calibration and model training related to the Potable Water Hydraulic Model Update and Calibration Project in an amount not to exceed \$277,658.01; providing that the total Task Order, as amended, shall not exceed \$318,259.54 (ECID Project No. 24126-130; Oracle No. 20134); and providing an effective date.

**COST/FUNDING/ASSESSMENT INFORMATION:** Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), DIS Hydraulic Model Update FY24 (20134).

**ATTACHMENTS:** Resolution  
Amendment No. 1 to Task Order No. 21-06-HDR/W(A)

RESOLUTION 2024-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO. 21-06-HDR/W(A) TO THE ARCHITECT/ENGINEERING AGREEMENT DATED AUGUST 5, 2021, AS AMENDED, BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND HDR ENGINEERING, INC. (“A/E”) FOR A/E TO PROVIDE ADDITIONAL PROJECT MANAGEMENT, GATHER AND REVIEW BACKGROUND INFORMATION, PERFORM GIS DATA GAP ANALYSIS, PROVIDE FINAL GIS GATEWAY AND PRELIMINARY HYDRAULIC MODEL BUILD, HYDRAULIC MODEL DEVELOPMENT, BOUNDARY LEVEL MODEL CALIBRATION, MODEL CALIBRATION, AND MODEL TRAINING RELATED TO THE POTABLE WATER HYDRAULIC MODEL UPDATE AND CALIBRATION PROJECT IN AN AMOUNT NOT TO EXCEED \$277,658.01; PROVIDING THAT THE TOTAL TASK ORDER, AS AMENDED, SHALL NOT EXCEED \$318,259.54 (ECID PROJECT NO. 24126-130; ORACLE NO. 20134); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida (“City”) and HDR Engineering, Inc. (“A/E”) executed an architect/engineering agreement on August 5, 2021 (“Agreement”) for A/E to provide professional services for miscellaneous Potable Water, Wastewater, and Reclaimed Water Projects on a continuing basis with an estimated construction cost not to exceed \$7.5 million, which amount will be annually adjusted on July 1 of each year; and

WHEREAS, on January 8, 2024, Administration approved Task Order No. 21-06-HDR/W(A) (“Task Order”) for A/E to provide project management, hydraulic model review and limited validation, and model functional assessment related to the Potable Water Hydraulic Model Update and Calibration Project (“Project”) in an amount not to exceed \$40,601.53, which amount includes a \$7,500 allowance.

WHEREAS, the Agreement was amended on July 1, 2024; and

WHEREAS, Administration desires to issue Amendment No. 1 to the Task Order for A/E to provide additional project management, gather and review background information, perform GIS data gap analysis, provide final GIS gateway and preliminary hydraulic model build, hydraulic model development, boundary level model calibration, model calibration, and model

training related to the Project in an amount not to exceed \$277,658.01, which amount includes a \$37,500 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. 21-06-HDR/W(A) to the architect/engineering agreement dated August 5, 2021, as amended, between the City of St. Petersburg, Florida and HDR Engineering, Inc. (“A/E”) for A/E to provide additional project management, gather and review background information, perform GIS data gap analysis, provide final GIS gateway and preliminary hydraulic model build, hydraulic model development, boundary level model calibration, model calibration, and model training related to the Potable Water Hydraulic Model Update and Calibration Project in an amount not to exceed \$285,158.01.

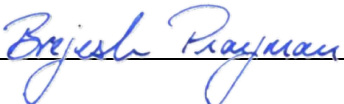
BE IT FURTHER RESOLVED that the total Task Order, as amended, shall not exceed \$318,259.54.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

  
\_\_\_\_\_  
00778244

DEPARTMENT:

  
\_\_\_\_\_

**MEMORANDUM**

CITY OF ST. PETERSBURG

Engineering and Capital Improvements Department

**DATE:** December 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: HDR Engineering, Inc.  
Task Order No. 21-06-HDR/W(A) in the amount of \$277,658.01

---

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 review and reconciliation of the City's GIS gateway, hydraulic model development, steady state and extended period simulation calibration, and model training.

HDR Engineering, Inc. has satisfactorily completed preliminary assessment of the potable water hydraulic model. This work is a continuation of the previous assessment.

HDR Engineering, Inc. has satisfactorily completed similar work under the A/E Annual Master Agreement and is familiar with the City Standards.

HDR Engineering has significant experience in hydraulic modeling and is knowledgeable of the City's modeling software.

This is the sixth Task Order issued under the 2021 Master Agreement.

2. Transaction Report listing current work – See Attachment A



# ATTACHMENT A

## Transaction Report for

HDR Engineering, Inc.

Miscellaneous Professional Services for Potable Water, Wastewater & Reclaimed Water Projects

A/E Agreement Effective - August 5, 2021

A/E Agreement Expiration - August 30, 2025

Task Order No.	Project No.	Project Title	NTP Issued	Authorized Amount
01	22056-111	Lead and Copper Rule Revision Compliance	01/26/22	366,323.13
02	N/A	Alternative Financial Strategy Tech Support	08/11/22	19,827.94
03	N/A	WR Alternative Funding Strategy Assistance	02/08/23	95,562.00
04	23088-100	San Martin Blvd Utility Relocations	06/09/23	320,697.51
05	23126-100	Treated Water Transmission, Storage and Pumping Facilities Plan - CIF Amendment No. 1	06/23/23 09/12/24	322,793.44 25,000.00
<b>06</b>	<b>24126-130</b>	<b>Potable Water Hydraulic Model Update and Calibration</b>	<b>Pending</b>	
07	N/A	FY24 Alternative Funding Strategies Program - Phase II	Pending	
08	21047-111	Resilient Florida Southwest WRF Grant Support	03/15/24	180,997.78
			Total:	1,331,201.80

AMENDMENT NO. 1 TO TASK ORDER NO. 21-06-HDR/W(A)  
POTABLE WATER HYDRAULIC MODEL UPDATE AND CALIBRATION  
MISCELLANEOUS PROFESSIONAL SERVICES FOR POTABLE WATER,  
WASTEWATER, AND RECLAIMED WATER PROJECTS  
CITY PROJECT NO. 24126-130

This Amendment No. 1 to Task Order No. 21-06-HDR/W(A) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR POTABLE WATER, WASTEWATER, AND RECLAIMED WATER PROJECTS dated August 5, 2021 (“Agreement”) between HDR Engineering, Inc. (“A/E”), and the City of St. Petersburg, Florida (“City”), and upon execution shall become a part of the Agreement.

**I. DESCRIPTION OF PROJECT**

As part of the original Task Order, the A/E performed a Hydraulic Model Review and a Model Functional Assessment. The City’s current model software is Innovyze InfoWater Suite. The Hydraulic Model Review assessed data gaps, network topology issues, model improvements, and opportunities to expand capabilities and usage. The Model Functional Assessment consisted of a functional needs assessment with the City to discuss the hydraulic model and desired use. The Model Review and Functional Assessment showed opportunities to resolve inconsistencies, improve model run times, sync the model with other City platforms, and expand the model’s functionality. As part of the Model Functional Assessment, the A/E drafted a scope of services for recommended updates to the potable water hydraulic model.

For this Amendment No. 1 to the Task Order, the A/E will perform the potable water hydraulic model updates recommended by the A/E in the Functional Needs Assessment and develop a model Standard Operating Procedure (SOP) to provide guidance for naming conventions as well as internal and external protocols for usage and updates.

**II. SCOPE OF SERVICES**

**TASK 1 – PROJECT MANAGEMENT – ADDITIONAL SERVICES**

The A/E will perform the following project management tasks to maintain the project schedule, budget, and quality.

**Task 1.1 - Project Management**

The A/E will perform the following project management tasks for the additional 9 months anticipated for this project:

- Manage resources and workload allocation based on Project schedules and activities.
- Conduct monthly progress meetings
- Develop invoices and progress reports monthly as activities take place

- Routinely monitor schedule

### **Task 1.2 - Kickoff Meeting**

A/E will prepare the Kickoff Meeting agenda, conduct the meeting, and prepare minutes.

The meeting will include:

- Approach / Schedule Discussion
- Hydraulic Model Features to GIS Feature Class Discussion
- Common GIS Integration Issues
- Overall Project Goals and Objectives

#### Assumptions

- Kick off meeting is assumed to be virtual in duration of 2 hours.
- Progress meetings are assumed to be virtual in duration of 1 hour each.

#### Meetings/Travel

- One (1) meeting for project kick-off. Local travel.
- Nine (9) 1-hour virtual monthly progress meetings.

## **TASK 4 - GATHER/REVIEW BACKGROUND INFORMATION**

The A/E will evaluate existing data and obtain additional information on existing facilities needed for hydraulic modeling input data and hydraulic model calibration, which may include but not necessarily be limited to:

- Average annual demands for each meter using billing data, parcel data, and other available data sources.
- Maximum month and day demands for each meter or maximum month and day peaking factor for each demand category (i.e., residential, commercial, etc.)
- Pump station information (location, elevation, normal and emergency operation settings/controls, pump curves, and pump design points,).
- Tank information (location, base elevation, low water level, high water level, dimensions)
- Water treatment plant information (hydraulic grade lines (HGLs), pressures, and flow rates)
- SCADA data for last full 12 months at minimum hourly time step in electronic format.
- Vertical system schematics (i.e. system profile)
- Updated model versions from other consultants
- Historical hydrant flow test data ( $\geq 5$  years)

To minimize requests for this project, the A/E will examine records held that were provided by the City for previous projects. The A/E will provide a list of requested data to the City prior to kick-off meeting. The City will provide copies of available requested materials to the A/E at the kick-off meeting.

## **TASK 5 - GIS DATA GAP ANALYSIS**

The A/E will review the City's existing data, identify data gaps as they relate to direct import of GIS into the model, and will develop a plan to resolve these data gaps in accordance with the following subtasks.

### **Task 5.1 - Initial GIS Gateway and Reconciliation**

The A/E will develop a preliminary GIS Gateway for hydraulic model import based upon the existing data structure. The GIS Gateway is the module within the software that enables the build and update functionality between GIS and the hydraulic model. Once the GIS Gateway is established, this will be how the model is kept up to date. The purpose of the GIS gateway is to provide access to the City's GIS most up-to-date GIS; the format of this gateway will be determined in coordination with the City. The final GIS Gateway will be developed based upon the final GIS data structure, that is assessed as part of the gap analysis. A preliminary hydraulic model import will be conducted to identify errors and exceptions (e.g., topology errors and duplicate identifiers) due to GIS data that is not suitable for hydraulic modeling data. The A/E will document the data gaps in the form of a Technical Memorandum and submit a draft to the City for review. These gaps will be specific to the GIS as it relates to import into the model; effort will be made to limit overlap between gaps assessed in this task and the model review in the original task order.

The Technical Memorandum will contain a recommendations section for recommended actions to reconcile the GIS data.

### **Task 5.2 - GIS Gateway Gap Analysis Meeting**

The A/E and the City will meet to discuss the results of the GIS Gateway Gap Analysis and finalize the action plan for reconciling the GIS data.

#### Key Assumptions

- InfoWater™ Pro hydraulic modeling software will be used as the software platform for the hydraulic model.
- Gap Analysis meeting is assumed to be on-site at the City offices for a duration of 4 hours.
- The GIS gateway is a direct connection to the City's GIS geodatabase (or designated geodatabase) for synchronization of the model with GIS data.
- Pumps will be modeled individually.

#### Meetings/Travel

- One (1) Gap Analysis meeting. Local travel.
- Gap Analysis Agenda and Minutes, one (1) electronic PDF format.

## **TASK 6 - FINAL GIS GATEWAY AND PRELIMINARY HYDRAULIC MODEL BUILD**

The A/E will finalize the GIS Gateway based on the recommendations from Task 5 and update the hydraulic model, with the City's updated GIS data. This task will be an iterative process with up to four (4) iterations until the GIS data has been reconciled for import into the hydraulic model.

A final GIS Gateway will be developed and a preliminary existing conditions hydraulic model update will be performed. These activities may generate an additional set of exceptions and hydraulic inconsistencies from those identified in Task 5. Exceptions will be documented and provided to the City for reconciliation in the form of a Data Reconciliation Form.

### Key Assumptions

- The City will perform data clean up and reconciliation, if needed. Typical reconciliation efforts are minor and may include removal of duplicate assets, updates to physical attributes, and identification of disconnected elements.
- Data Reconciliation Form will be developed by the A/E, with input from the City on format.
- Up to four (4) iterations are assumed to reconcile GIS data exceptions.

### Meetings/Travel

- Up to two (2) virtual meetings to facilitate data cleanup. No travel for A/E.

## **TASK 7 - HYDRAULIC MODEL DEVELOPMENT**

Using the GIS Gateway prepared in Task 6 and data collected in Task 4, the A/E will finalize the update to the existing conditions hydraulic model, set up model facilities, and load the model with water demands provided by the City.

### **Task 7.1 - Hydraulic Model Network Import**

The A/E will import the final hydraulic model network, using the reconciled GIS data and final GIS Gateway developed in Task 6.

### **Task 7.2 - Hydraulic Model Network Update**

The A/E will verify base hydraulic model data to include system facilities, fire hydrant valve, and isolation valve data collected in Task 4. System facilities will be modeled as they currently exist unless sufficient and finalized information is provided for expected future upgrades and improvements. Symbology will be used for fire hydrants and isolation valves. Model input data includes:

- Pump station information
- Tank information
- Water treatment plant information

### **Task 7.3 - Model Demands**

The A/E will perform the following tasks to develop demand scenarios within the model:

- Estimate average day demands for different user categories (e.g. residential, commercial, industrial) based on data collected in Task 4.
- Where AMI diurnal pattern information is available, incorporate into the model.
- Estimate non-revenue water (NRW) based on system production
- Estimate Maximum Day peaking factor
- Allocate average day demands and NRW
- Allocate water quality parameters from existing model
- Estimate diurnal demand patterns for user categories
- Set up Average Day, Maximum Day and Peak Hour demand scenarios.
- Set up Steady State Average Day Scenario
- Set up Extended Period Simulation (EPS) Average Day Scenario
- Set up Extended Period Simulation (EPS) Maximum Day Scenario
- Set up Steady State Maximum Day and Peak Hour Average Day scenarios for fire flow testing.
- Set up Extended Period Simulation (EPS) Average Day Scenario for water quality

#### **Task 7.4 - Model Controls**

The A/E will set up the controls for steady state and EPS scenarios for average day demands and maximum day demands based on the following data:

- Production data
- Pump controls
- Variable valve settings (if any)

#### **Task 7.5 - Hydraulic Model Development Technical Memorandum**

The hydraulic model development tasks will be summarized in the form of a Technical Memorandum and submitted to the City for review.

#### Key Assumptions

- The model will represent the system under existing conditions as defined by the provided data. No field testing of the input data will be performed.
- Three (3) steady state scenarios will be developed: one for Average Day Demand, one for Maximum Day, and one for Peak Hour Demands.
- Two (2) EPS (72 hours) scenarios will be developed: one for Average Day Demand and one for Maximum Day Demand.
- One (1) review meeting will be held to discuss hydraulic model development, including scenario set up and model controls, as well as boundary level assumptions prior to Task 8.

#### Meetings/Travel

- Review meeting. Local Travel.

### **TASK 8 - BOUNDARY LEVEL MODEL CALIBRATION**

The objective of this task is to validate the model to known boundary level field conditions prior to proceeding with a C-factor calibration through hydrant flow testing under Task 9.

### **Task 8.1 - Perform Boundary Level Calibration**

The A/E will calibrate the model to known points within the water distribution system (i.e. known system pressures, pump station discharge pressures, pressure zone hydraulic grade lines).

The boundary level calibration will be considered complete when 90% of the model results are within 10% of actual flow data and tank levels are within 5 feet of actual data. All exceptions will be justified and documented. Time series data validation will be considered compared when the model is able to replicate the observed trends and minimum and maximum points. Individual time points in the time series will not be compared.

### **Task 8.2 - Model Operations Review Meeting**

The A/E will meet with City operations staff to review and validate the model operations.

#### Key Assumptions

- One virtual (1) review meeting is assumed in duration of 2 hours.

#### Meetings/Travel

- Review Meeting. No travel.

## **TASK 9 - MODEL CALIBRATION**

The A/E, together with the City, will perform a series of hydrant flow tests for the A/E to refine roughness coefficients (C-factors) for model calibration. A/E will develop the calibration plan and attend hydrant tests to record data. The City will perform all hydrant flow testing, valve operation, and installation of pressure recorders.

### **Task 9.1 - Develop Calibration Plan**

The A/E will develop a calibration plan that identifies hydrants to perform flow tests on. This will include flow hydrants and residual hydrants for each of the 40 locations and tank and pump operational data where SCADA is not available.

The A/E will provide up to four (4) pressure recorders to be installed in the distribution system by City staff. Additional pressure recorders already owned by the City may also be installed for calibration purposes. The Calibration Plan will identify the locations where these recorders will be installed.

### **Task 9.2 - Collect Hydrant Flow Test Data**

The City will assist with collection of hydrant flow test data at hydrants designated in the calibration plan. The A/E will record flow, static and dynamic pressure at the specified hydrant, and residual static and dynamic pressure at the specified hydrant. The City will provide available historical hydrant flow test data.

The A/E will provide up to four (4) pressure recorders to be installed in the distribution system by City staff. The A/E will have City maintenance staff install the pressure recorders at the beginning of the flow testing and remove at the end of flow testing.

The A/E will also review and digitize historical hydrant flow test data provided by the City.

### **Task 9.3 - Steady State Hydraulic Model Calibration**

Using the field data collected in Task 9.2, the hydraulic model will be calibrated to simulate losses across the distribution system.

The A/E will adjust model parameters to balance the model to meet the calibration goals as indicated in the AWWA M32 "Computer Modeling Water Distribution Systems" Manual.

The A/E will provide statistics for model calibration results that will be provided to the City as part of Task 9.5.

### **Task 9.4 - Extended Period Simulation Hydraulic Model Calibration**

Using SCADA data collected in Task 4, the hydraulic model will be calibrated to a 7-day (168 hour) EPS. The A/E will adjust model parameters to balance the model to meet calibration goals as indicated in the AWWA M32 "Computer Modeling Water Distribution Systems" Manual. All exceptions will be justified and documented. Time series data validation will be considered compared when the model is able to simulate the observed trends and minimum and maximum points. Individual time points in time series will not be compared.

### **Task 9.5 - Model Calibration Technical Memorandum**

The A/E will summarize the model calibration in the form of a Technical Memorandum and submit it to the City for review. The A/E will provide Draft and Final versions of the Technical Memorandum with an intermediate review meeting to discuss City comments on the Draft.

The A/E will hold one (1) review meeting to present the final model and calibration results.

#### Key Assumptions

- Hydrant flow test data to be collected and interpreted by the A/E with operation of valves, hydrants, and systems provided by the City. City to perform hydrant testing; A/E to direct the City to testing locations and record data.
- A total of ten (10) hours are assumed for digitizing hydrant flow test data which was provided by the City in PDF and Microsoft Word format.
- One calibration meeting is assumed to be on-site at City offices in duration of 4 hours.
- The A/E will provide up to four (4) pressure recorders to be installed in the distribution system by City staff. Additional pressure recorders already owned by the City may also be installed for calibration purposes.
- The City will collect pressure data as needed for distribution main calibration.



- A total of 40 hydrant flow tests are assumed. Final locations will be determined based on existing City flow test data, final goals and objectives of the model, and areas that are not within the boundary calibration range. Two (2) hours per hydrant flow test are assumed.

Meetings/Travel

- One (1) review meeting up to 4 hours.

**TASK 10 - MODEL TRAINING**

The A/E will provide training to City staff on the use and update of the hydraulic model. This will include an initial hydraulic model training for up to four (4) hours. It is anticipated that two (2) follow-up training sessions will be performed to answer questions and perform a real-world modeling exercise with City.

A/E to develop a Standard Operating Procedure (SOP) for model updates. SOP will specify how to add assets to the model and naming conventions for assets, facilities, scenarios etc. SOP will be developed for the City’s internal use as well as external, for distribution to consultants who will perform future work on the model.

The A/E will also provide hydraulic modeling as-needed technical support.

Key Assumptions

- Initial training will be held on site at the City office
- Follow up training sessions will be held virtually.

Meetings/Travel

- One (1) initial training session up to 4 hours.
- Two (2) follow up training sessions up to 4 hours.

**III. SCHEDULE**

Work under this Task Order shall begin no later than 10 days from Notice to Proceed. Efforts will be made to align work under this Task Order with relevant work under other coincident task orders between the A/E and the City.

	Number of Days from NTP
Task 4 – Project Initiation / Data Collection	30
Task 5 – GIS Data Gap Analysis	60
Task 6 – Final GIS Gateway / Prelim. Model Build	90
Task 7 – Hydraulic Model Development	120
Task 8 – Boundary Level Model Calibration	180
Task 9 – Model Calibration	240
Task 10 – Model Training	270

**IV. A/E'S RESPONSIBILITIES**

The A/E will provide the services outlined in this Task Order.

## **V. CITY'S RESPONSIBILITIES**

The City will provide necessary documents and GIS updates to the A/E, help facilitate meetings with staff and stakeholders, and participate in the decision-making process. The City will review and provide comments on A/E-generated documents within two weeks following receipt from the A/E.

## **VI. DELIVERABLES**

### **Task 1 – Project Management – Additional Services**

- Project Kick-off Meeting Agenda and Minutes, in electronic PDF format.
- Monthly invoicing, electronic and hard copy.

### **Task 4 – Project Initiation / Data Collection**

- Data request

### **Task 5 – GIS Data Gap Analysis**

- Draft and Final Technical Memorandum, electronic PDF format.
- Gap Analysis Agenda and Minutes, one (1) electronic PDF format.

### **Task 6 – Final GIS Gateway / Preliminary Model Build**

- Data Reconciliation Form

### **Task 7 – Hydraulic Model Development**

- Review meeting summary memorandum, electronic PDF
- Hydraulic Model Development TM

### **Task 8 – Boundary Level Model Calibration**

- Review meeting summary memorandum, electronic PDF

### **Task 9 – Model Calibration**

- Calibration Plan
- Calibration summary report
- Final calibrated InfoWater™ Pro hydraulic model.
- Review meeting Agenda and Minutes, one (1) electronic PDF format.

### **Task 10 – Model Training**

- Training agenda
- Training summary with software/hydraulic modeling best practices
- SOP for model updates
- 40 hours of as-needed technical support

## **VII. A/E'S COMPENSATION**

The A/E was authorized the lump sum amount of \$33,101.53 under the original Task Order for Tasks 1 through 3 (a separate additional Allowance of \$7,500 was not authorized).

For this Amendment No. 1, the City shall compensate the A/E the lump sum amount of \$240,158.01 for additional services to Task 1 and new Tasks 4 through 10.

This Task Order establishes an allowance in the amount of \$37,500 in addition to the allowance of \$7,500 from the original Task Order, for a total allowance of \$45,000 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. 1 to Task Order.

The total amount for Amendment No. 1 to the Task Order is \$277,658.01, per Attachment 1 to Appendix A.

The total Task Order amount including Amendment No. 1 is \$318,259.54.

**VIII. PROJECT TEAM**

HDR Engineering, Inc. for Project Management, Hydraulic Modeling, and Recommendations.

No subconsultants are required.

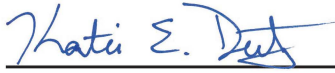
**IX. MISCELLANEOUS**

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

**IN WITNESS WHEREOF** the Parties have caused this Amendment No. 1 to Task Order to be executed by their duly authorized representatives on the day and date first above written.

HDR Engineering, Inc.

(Company Name)

By:   
(Signature)

Katie E. Duty / Vice President  
(Printed Name and Title)

Date: 11/15/2024

**CITY OF ST. PETERSBURG, FLORIDA**

**ATTEST**

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

By: \_\_\_\_\_  
Chandrahassa Srinivasa, City Clerk

(SEAL)

DATE: \_\_\_\_\_

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

By: \_\_\_\_\_  
City Attorney (Designee)

**ATTACHMENT 1 TO APPENDIX A**  
**Work Task Breakdown**  
**City of St. Petersburg**  
**Potable Water Hydraulic Model Update and Calibration**  
**Project No. 24126-130**

**I. Manpower Estimate: All Tasks**

TASK	Direct Labor Rates Classifications		Officer Principal/ Senior PM	Engineer II Assistant PM	Engineer V Senior Modeler	Engineer III Modeler	Sr. Designer Proj Support	Accountant	Admin Assistant	Total Hours	Labor Cost
	Project Role	Project Role									
	Direct Salary	\$ 86.69	\$ 164.72	\$ 46.46	\$ 86.69	\$ 56.83	\$ 46.46	\$ 36.05	\$ 33.60		
	Multiplier/Overhead 185%	\$ 160.38	\$ 304.73	\$ 85.96	\$ 160.38	\$ 105.13	\$ 85.96	\$ 66.69	\$ 62.16		
	Profit 10%	\$ 24.71	\$ 46.94	\$ 13.24	\$ 24.71	\$ 16.20	\$ 13.24	\$ 10.27	\$ 9.58		
	Capped Category Rates	\$ 325.00	\$ 360.00	\$ 162.80	\$ 325.00	\$ 224.61	\$ 148.14	\$ 111.48	\$ 100.60		
	Billing Rates <sup>1</sup>	\$ 271.77	\$ 360.00	\$ 145.66	\$ 271.77	\$ 178.15	\$ 145.66	\$ 111.48	\$ 100.60		
1	Project Management		20	80	15	15		18	9	157	\$ 28,514.12
4	Gather/Review Background Information		2	8	8	15	20			53	\$ 9,645.09
5	GIS Data Gap Analysis		2	2	8	15	30			57	\$ 10,227.74
6	Final GIS Gateway & Preliminary Hydraulic Model Build		2	2	10	20	60			94	\$ 16,031.99
7	Hydraulic Model Development		4	10	34	75	75			198	\$ 36,423.22
8	Boundary Level Model Calibration		2	2	12	40	100			156	\$ 25,965.17
9	Model Calibration		4	12	12	125	240			393	\$ 63,677.76
10	Model Training		4	12	40	60	75			191	\$ 35,672.92
	<b>Totals</b>		<b>40</b>	<b>128</b>	<b>139</b>	<b>365</b>	<b>600</b>	<b>18</b>	<b>9</b>	<b>1299</b>	<b>\$ 226,158.01</b>

**II. Fee Calculation**

Task	Labor Cost	Expenses <sup>2</sup>	Subconsultant Services	Mark-up on Subconsultant Services <sup>3</sup>	Total Cost Without Allowance
1	\$28,514.12	\$0.00	\$0.00	\$0.00	\$28,514.12
4	\$9,645.09	\$0.00	\$0.00	\$0.00	\$9,645.09
5	\$10,227.74	\$3,000.00	\$0.00	\$0.00	\$13,227.74
6	\$16,031.99	\$0.00	\$0.00	\$0.00	\$16,031.99
7	\$36,423.22	\$3,000.00	\$0.00	\$0.00	\$39,423.22
8	\$25,965.17	\$0.00	\$0.00	\$0.00	\$25,965.17
9	\$63,677.76	\$5,000.00	\$0.00	\$0.00	\$68,677.76
10	\$35,672.92	\$3,000.00	\$0.00	\$0.00	\$38,672.92
<b>Total</b>	<b>\$226,158.01</b>	<b>\$14,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$240,158.01</b>

**III. Fee Limit**

<b>Lump Sum Cost</b>	<b>\$240,158.01</b>
<b>Allowance</b>	<b>\$37,500.00</b>
<b>Total Fee</b>	<b>\$277,658.01</b>

**IV. Notes:**

1. Rates and Multiplier per contract.
2. Includes expenses for: travel, airfare, hotel, meals, etc.
3. Includes 5 percent markup of SUBCONSULTANT (per contract).




## Approvals - gcc

Report • Printed on November 20, 2024

Approved

# 12/5 Council - HDR - Hydraulic Model - TO Amend 1

### ▼ Attachments

 HDR - Hydraulic Model - Task  
[https://stpete1-my.sharepoint.com/:](https://stpete1-my.sharepoint.com/)

### ▼ Final status: Approved

CT

Step 3: Approved by

Claude Tankersley

11/20/2024 4:16:30 PM

MW

Step 2: Approved by

Margaret B. Wahl

11/20/2024 11:19:28 AM

BP

Step 1: Approved by

Brejesh Prayman

11/20/2024 11:18:12 AM

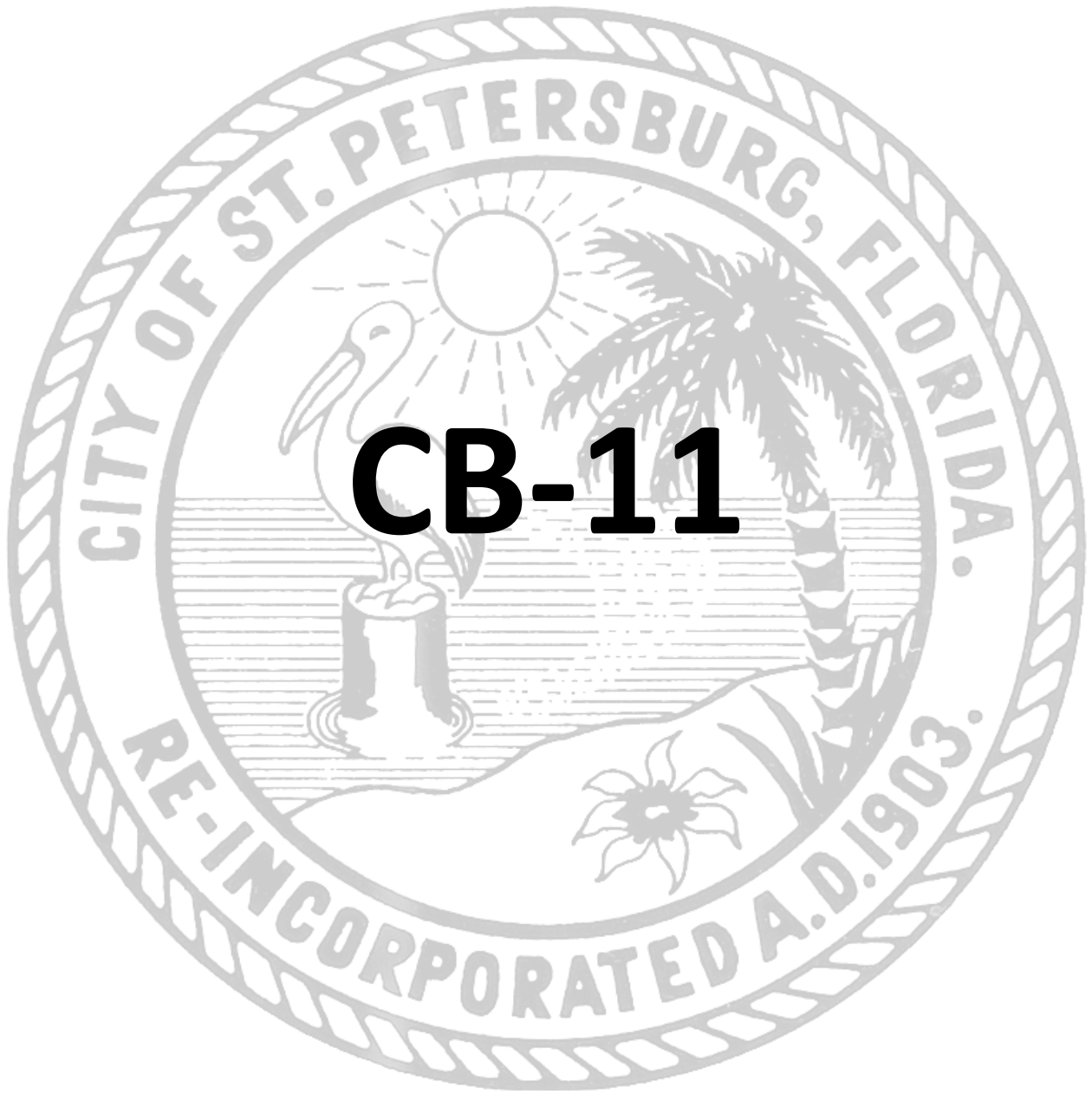
SJ

Requested by

Sarah B. Johnson

11/20/2024 10:24:13 AM

The following page(s) contain the backup material for Agenda Item: A resolution authorizing the Mayor, or his designee, to execute a license agreement with the University of South Florida Board of Trustees, a public body corporate, for its School of Geosciences to utilize four (4) certain areas within City-controlled Public Right-of-Way within the City to install and operate flood monitoring camera equipment for a term of three (3) years, for a fee of \$10.00 for the term; and to execute all documents necessary to effectuate same; and providing an effective date.  
Please scroll down to view the backup material.



**CB-11**



# ST. PETERSBURG CITY COUNCIL

## Consent Agenda

Meeting of December 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 University of South Florida Board of Trustees, a public body corporate, for its School of Geosciences to utilize four (4) certain areas within City-controlled Public Right-of-Way within the City to install and operate flood monitoring camera equipment for a term of three (3) years, for a fee of \$10.00 for the term; and to execute all documents necessary to effectuate same; and providing an effective date.

**EXPLANATION:** On August 1, 2024 and October 31, 2024, City Council approved several License Agreements, all for terms of three (3) years each, with the University of South Florida Board of Trustees, a public body corporate, for its School of Geosciences ("Licensee"), to utilize certain areas within various City-owned park and waterfront properties, through the Real Estate & Property Management ("REPM") department, to install and operate flood monitoring camera equipment ("Equipment") to capture and report flooding in real time.

In addition to those requests, the City Engineering and Capital Improvements Department received requests for additional locations from the Licensee to utilize four certain areas within City-controlled Public Right-of-Way located at approximately (1) on the east side of 1<sup>st</sup> Street Southeast approximately 250 feet south of 13<sup>th</sup> Avenue South, (2) on the north side of 22<sup>nd</sup> Avenue Southeast approximately 40 feet west of the intersection of Beach Drive Southeast, and (3) on the center median of 16th Street approximately 120 feet south of the intersection of 77th Avenue North and (4) the intersection of Bayou Grande Boulevard North East and Nebraska Avenue Northeast, approximately 140 feet south of Fire Station 12, all within St. Petersburg, Florida ("Premises"), as depicted in the attached illustrations, to install and operate its equipment.

The Licensee has executed a license agreement ("License") for a term of three (3) years, for a fee of ten dollars (\$10.00) for the entire term, subject to City Council approval.

The Licensee is responsible, at its sole cost and expense, for maintenance of the premises and equipment. The Licensee is an institution of the State of Florida that is self-insured under Florida Statute Section 768.28 Chapter 284, Part III, and the License provides that the Licensee will be fully responsible for all claims or demands stemming from negligence attributable to the Licensee 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 License agreement is being processed consistently with related Licenses on City parkland subject to Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of licenses for park and waterfront property for three (3) years or less on residentially-zoned property with approval by an affirmative vote of at least six (6) members of City Council. The subject property is not

City parkland.

**RECOMMENDATION:** Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a license agreement with the University of South Florida Board of Trustees, a public body corporate, for its School of Geosciences to utilize four (4) certain areas within City-controlled Public Right-of-Way within the City to install and operate flood monitoring camera equipment for a term of three (3) years, for a fee of \$10.00 for the term; and to execute all documents necessary to effectuate same; and providing an effective date.

**COST/FUNDING/ASSESSMENT INFORMATION:** There is no fiscal impact related to this resolution.

**ATTACHMENTS:** Resolution  
Locations Exhibits

RESOLUTION NO. 2024 - \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT WITH THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES, A PUBLIC BODY CORPORATE, FOR ITS SCHOOL OF GEOSCIENCES TO UTILIZE FOUR (4) CERTAIN AREAS WITHIN CITY-CONTROLLED PUBLIC RIGHT-OF-WAY WITHIN THE CITY TO INSTALL AND OPERATE FLOOD MONITORING CAMERA EQUIPMENT FOR A TERM OF THREE (3) YEARS, FOR A FEE OF \$10.00 FOR THE TERM; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 1, 2024 and October 31, 2024, City Council approved several license agreements, for terms of three (3) years each, with the University of South Florida Board of Trustees, a public body corporate, for its School of Geosciences ("Licensee"), to utilize certain areas within various City-owned park and waterfront properties, to install and operate flood monitoring camera equipment ("Equipment") to capture and report flooding in real time; and

WHEREAS, subsequent to the approval of the licensee agreements, Engineering and Capital Improvements received requests for additional locations from the Licensee to utilize four (4) certain areas within City-controlled public Right-of-Way within the City located at approximately: (1) on the east side of 1<sup>st</sup> Street Southeast approximately 250 feet south of 13<sup>th</sup> Avenue South, as depicted on Exhibit A, attached hereto and incorporated herein ("Location A"); (2) on the north side of 22<sup>nd</sup> Avenue Southeast approximately 40 feet west of the intersection of Beach Drive Southeast, as depicted on Exhibit B, attached hereto and incorporated herein ("Location B"); (3) Northwest corner of the intersection of Bayou Grande Boulevard Northeast, as depicted on Exhibit C, attached hereto and incorporated herein ("Location C"); and and (4) Nebraska Avenue Northeast, approximately 140 feet south of Fire Station 12, as depicted on Exhibit D, attached hereto and incorporated herein ("Location D")( Location A, Location B, Location C, and Location D are collectively defined as the "Premises"), to install and operate its Equipment; and

WHEREAS, the proposed license agreement ("License") will be for a term of three (3) years, for a fee of ten dollars (\$10.00) for the term, subject to City Council approval; and

WHEREAS, the License provides that the Licensee is responsible, at its sole cost and expense, for maintenance of the Premises and Equipment; and

WHEREAS, the Licensee is an institution of the State of Florida that is self-insured under Section 768.28, Florida Statutes and Chapter 284, Part III, Florida Statutes, and the License provides that the Licensee will be fully responsible for all claims or


demands stemming from negligence attributable to the Licensee that may arise or be claimed on account of the Licensee's use of the Premises; and

WHEREAS, under the terms of the License, the City is under no obligation to provide a replacement premises under any circumstances; and

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 with the University of South Florida Board of Trustees, a public body corporate, for its School of Geosciences, to utilize the Premises to install and operate the Equipment for a term of three (3) years for a fee of \$10.00 for the term, as more fully described in the foregoing recitals and exhibits; and to execute all documents necessary to effectuate same.

This resolution shall become effective immediately upon its adoption.


Legal:

  
\_\_\_\_\_  
City Attorney (Designee)  
Legal: 00776288

Public Works Administration:

  
\_\_\_\_\_  
Claude Tankersley, Administrator

Engineering and Capital Improvements:

  
\_\_\_\_\_  
Brejesh Prayman, Director

**LICENSE AGREEMENT**  
**City as Owner/Licensor**

THIS LICENSE AGREEMENT ("**License**") is made and entered into 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 UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES, a public body corporate, for its School of Geosciences ("**Licensee**"), whose post office address is 140 7<sup>th</sup> Avenue South, PRW 118N, St. Petersburg, FL 33701 (collectively "**Parties**").

**WITNESSETH:**

**WHEREAS**, the City is the controller of the multiple portions of public Right-of-Way (as defined herein), which comprise the Premises (as defined herein); and

**WHEREAS**, a Right-of-Way is defined in City Code Section 25-299 as the surface and space above and below any real property in which the City has an interest in law or equity, whether held in fee, or other estate or interest, or as a trustee for the public. The term "Right-of-Way" includes, but is not limited to, any public street, road, highway, alley, sidewalk, river, tunnel, viaduct, bridge, or any other place, area, or real property owned by or under the legal or equitable control of the City over which the public has a right to travel and that, consistent with the purposes for which it was dedicated, may be used for the purposes of constructing, operating, or repairing a telecommunications system or any part thereof to provide a service as defined herein. The term "Right-of-Way" does not include public roads, streets and highways under the jurisdiction of the State or of the county for the purposes of maintenance and traffic control. The term "right-of-way" does not include buildings, parks, or other public property or easements that have not been dedicated to compatible uses, except to the extent the use or occupation of such property is specifically granted in a permit or by law ("Right-of-Way"); and

**WHEREAS**, the Licensee desires to use the Premises to collect data that shall be shared publicly via the Community Resiliency Information Systems through the University of South Florida; and

**WHEREAS**, the Licensee use of the Premises is considered to be of public benefit and scientific advancement; and

**WHEREAS**, the City desires to license the Premises to the Licensee in accordance with the terms and conditions of this License.

**NOW THEREFORE**, in consideration of the covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy which are hereby acknowledged, the Parties hereto agree as follows:

1. **RECITATIONS:** The above recitations of this License are true and correct and are incorporated herein by reference.
2. **LICENSE OF PREMISES:** The City hereby grants to the Licensee, and the Licensee hereby accepts from the City, a revocable, nonexclusive license for use of multiple portions of City controlled Right-of-Way as set forth below:

**Location A: 1<sup>st</sup> Street South Right-of-Way:**

General Description: On the east side of 1<sup>st</sup> Street Southeast approximately 250 feet south of 13<sup>th</sup> Avenue South

Coordinates: Latitude 27.757222, Longitude - 82.633889  
As depicted on Exhibit A, attached hereto and incorporated herein ("Location A");  
and

**Location B: 22<sup>nd</sup> Avenue South East**

General Description: On the north side of 22<sup>nd</sup> Avenue Southeast approximately 40 feet west of the intersection of Beach Drive Southeast.

Coordinates: Latitude 27.748571, Longitude - 82.630614

As depicted on Exhibit B, attached hereto and incorporated herein ("Location B"); and

**Location C: 16<sup>th</sup> Street**

General Description: On the east side of the center median drainage swale of 16<sup>th</sup> Street North, directly south of the vehicular bridge, approximately 120 feet south of the intersection of 77<sup>th</sup> Avenue North.

Coordinates: Latitude 27.842455, Longitude - 82.655158

As depicted on Exhibit C, attached hereto and incorporated herein ("Location C");  
and

**Location D: Bayou Grande Boulevard Northeast**

General Description: Northwest corner of the intersection of Bayou Grande Boulevard Northeast and Nebraska Avenue Northeast, approximately 140 feet south of Fire Station 12.

Coordinates: Latitude 27.82118, Longitude - 82.60466

As depicted on Exhibit D, attached hereto and incorporated herein ("Location D").

Location A, Location B, Location C, and Location D are collectively defined as the "**Premises**".

2.1. Use of the Premises is subject to the terms, provisions, conditions, and limitations set forth in this License. Nothing contained herein may be construed as granting exclusive possession of the Premises to the Licensee, and the Licensee acknowledges that the Licensee acquires no prescriptive rights or other property rights or claims by virtue of this License.

3. **PERMITTED USES:** The Licensee shall use the Premises for installation, use, maintenance, and removal of flood monitoring camera equipment ("**Equipment**"), ("**Permitted Uses**"), and for no other purpose. Any use of the Premises other than the Permitted Uses is prohibited without the City's written consent. The Equipment shall not materially differ from the sample depicted on Exhibit E, attached hereto and made a part hereof, at the City's sole discretion. The camera orientation of the Equipment shall be directed towards water as indicated on Exhibit A, Exhibit B, Exhibit C, and Exhibit D, respectively. The City may at any time confirm the orientation and use of the Equipment. The Equipment shall not be placed in a way which obstructs any Right-of-Way, sidewalk, or pedestrian path. Further, installation of the Equipment shall not cause harm to any trees or other landscaping, at the City's sole discretion. Any use of the Premises other than the Permitted Uses is prohibited without the City's written consent. The Licensee shall not harm the Premises, nor commit waste, nor create any nuisance on the Premises. The Premises may not be used for any occupation or other use allowed which, in the sole and absolute discretion of the City, is deemed hazardous to persons or to the Premises, including prohibited uses hereinafter described.

3.1. The Licensee shall obtain all regulatory approvals, which shall include, but

not be limited to, all permits, licenses, and approvals as may be necessary to construct and maintain the Equipment, that may be required by this License or the City, City Code, federal, state, county and local governments and agencies, laws, ordinances, and regulations.

3.2. The Licensee shall provide visible notification of the ownership and contact of the Flood Camera to alert and direct any use or user of the public rights-of-way.

3.3. The Licensee shall be responsible for removal and reinstalment of the cameras when notified by the city to allow for maintenance, access or other utilization of the city.

4. **TERM; NEW LICENSE:**

4.1. **Term:** The term of this License is three (3) years commencing on December 5, 2024 ("**Effective Date**"), expiring on December 5, 2027 ("**Expiration Date**"), unless this License is earlier terminated as provided herein ("**Term**").

4.2. **New License:** Provided that the Licensee is in full compliance with this License, the Licensee may request a new license no sooner than one hundred eighty (180) days and no later than one hundred twenty (120) days prior to the end of the Term. If an agreement on the terms and conditions of a new license cannot be reached prior to the expiration of this License, then the Licensee's right to use the Premises will expire on the last day of the Term. The issuance of this License in no way grants the Licensee or its successors any right to a new license.

5. **FEES AND OTHER CHARGES:**

5.1. **License Fee:** The Licensee shall pay to the City the sum of ten dollars (\$10.00) ("**License Fee**"), for the entire Term, together with all applicable taxes, on or before the Effective Date.

5.2. **Due Date:** Any Additional License Fee (as defined herein) are due on the fifth day of each month during the Term ("**Due Date**").

5.3. **Additional License Fee:** All other money to be paid by the Licensee to the City pursuant to this License will be paid and collectible as an additional license fee ("**Additional License Fee**"), which is due and payable by the Due Date following the month in which it was incurred.

5.4. **Late Fees:** If any License Fee or Additional License Fee is received by the City after the Due Date, the Licensee shall pay the City a late fee of five percent (5%) ("**Late Fee**"), which will be immediately due and payable. In addition, the City may assess a charge equal to the statutory limit allowed by law for any check from the Licensee returned to the City for insufficient funds. All charges identified in this subparagraph 5.4 are payable as an Additional License Fee.

5.5. **Payment:** The Licensee shall pay the License Fee and any Additional License Fee to the City at the following address:

**By Mail:**  
City of St. Petersburg  
Central Cashier  
PO Box 2842  
St. Petersburg, FL 33731

**In Person:**  
City of St. Petersburg  
Central Cashier  
Municipal Services Center  
One 4<sup>th</sup> Street North, 1<sup>st</sup>-Floor  
St. Petersburg, FL 33701  
Hours: M-F, 8:00am to 5:00pm

6. **UTILITIES/SERVICES:** The Licensee shall pay all costs and fees (including but not limited to installation, meters, deposits, and usage) for utilities and all other services, including but not limited to electricity, telephone, internet service, water, gas, cable/satellite television/communication, sewerage, garbage and trash collection, and reclaimed water, if any, associated with the Licensee's use of the Premises.

7. **FEES AND TAXES:** The Licensee shall pay all fees and taxes, if any, levied at, on, or from the Premises or its contents or use, including but not be limited to applicable income tax, real property tax, tangible personal property tax, sales tax, special assessments, and storm water fees. If the Licensee fails to pay all or any portion of the taxes and the City pays all or any portion of the taxes, the Licensee must reimburse the City in full. Such reimbursement amount will become due and collectible as an Additional License Fee.

8. **CONDITION OF PREMISES:** The Licensee has inspected the Premises and accepts the Premises in "as is" condition. The City has made no representations, statements, or warranties, either expressed or implied, as to the condition of the Premises or Improvements, or as to their fitness for a particular use.

9. **LICENSEE'S OBLIGATIONS REGARDING MAINTENANCE:** The Licensee shall, at its sole cost and expense, be responsible for all maintenance to the Premises and Equipment associated with the Licensee's use of the Premises. The Licensee shall use all reasonable precautions to prevent waste or damage to the Premises. The Licensee shall provide routine maintenance to prevent any damage that would not be considered normally caused by the Licensee's occupancy. The Licensee shall assure that the Premises and Equipment are maintained to meet all requirements of any City, County, State and Federal Laws and regulations applicable to the Licensee's use of the Premises. Failure to make necessary maintenance repairs or replacements shall be a material default of this License.

10. **LICENSEE'S DUTY TO NOTIFY:** The Licensee shall give prompt written notice to the City in case of (i) fire, accidents, or other casualties on or about the Premises; (ii) any defects in any fixtures or equipment on or about the Premises; (iii) any dangerous conditions on the Premises known to the Licensee; and (iv) any violation of any Environmental Laws (as defined herein).

11. **DUTY TO WARN:** The Licensee shall warn all persons who enter the Premises of any concealed dangers discovered by the Licensee or caused by the Licensee's Permitted Uses of the Premises.

12. **HAZARDOUS MATERIALS:** For the purpose of this License, "**Hazardous Materials**" means, without limitation, (i) those substances included within the definitions of "Hazardous Substances", "Hazardous Materials", "Toxic Substance", or "Solid Waste" in any Environmental Laws; (ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (iii) any material, waste, or substance which is (A) petroleum, petroleum byproducts, residuals of petroleum and petroleum degradation byproducts; (B) asbestos; (C) polychlorinated biphenyl's; (D) flammable explosives; or (E) radioactive materials; and (iv) such other substances, materials, and wastes which are or become regulated or controlled under any Environmental Laws. If any Hazardous Materials are released at, on, or from the Premises by the Licensee or any of the Licensee's employees, agents, representatives, contractors, subcontractors, invitees, or volunteers in violation of any Environmental Laws, then the Licensee, at the Licensee's



sole cost and expense, shall promptly notify the City and shall immediately, properly, and in compliance with Environmental Laws, clean up and remove the Hazardous Materials from the Premises and any other affected property. The Licensee shall provide the notification required under this paragraph 12 to the City in the manner specified in Paragraph 31. Such cleanup and removal is subject to the City's prior written approval (except in emergencies) and will include, without limitation, any testing, investigation, preparation, and implementation of any remedial action plan required by any court, governmental body having jurisdiction, or the City. In the event the City elects, in its sole and absolute discretion, to have any testing, investigation, or additional cleanup (including but not limited to preparation and implementation of a remedial action plan) performed by a City contractor (or contractors), the Licensee shall cooperate with and assist the City contractor(s) with such testing, investigation, or additional cleanup as directed by the City contractor(s) and the City. The Licensee shall promptly pay the City the total amount charged by the City contractor(s) and any other City costs incurred in connection with the testing, investigation, and additional cleanup, which amount will become due and payable as an Additional License Fee. If the City arranges for any tests or studies that reveal a violation of this paragraph 12, the Licensee shall reimburse the City in full for all costs incurred by the City for such tests or studies. Such reimbursement amount will become due and collectible as an Additional License Fee.

13. **RETURN OF PREMISES:** The Licensee shall, on or before the expiration of this License or any new License or earlier termination of this License, remove all Equipment, and any other alterations, additions, improvements or changes made by the Licensee, and repair any damage caused by such removal and surrender and deliver up the Premises, clean and in good condition and clear of any contractual obligations or other legal encumbrances not approved in writing by the City, at the sole cost and expense of the Licensee. Any Equipment or improvements not removed within five (5) days after the Expiration Date of this License, or its earlier termination as provided herein, shall be deemed to have been abandoned by the Licensee and may be retained or disposed of by the City, as the City shall desire.

14. **RADON GAS NOTIFICATION:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. This is provided for informational purposes pursuant to Section 404.056, Florida Statutes.

15. **REPLACEMENT PREMISES:** The City is under no obligation to locate or provide replacement premises under any circumstances.

16. **IMPROVEMENTS TO PREMISES:** Other than installation of the Equipment, the Licensee shall not make, or permit to be made, any alterations, additions, improvements or changes to the Premises without, in each case, first obtaining the written approval of the City ("**Administrative Approval**"). Administrative Approval shall be in addition to regulatory approvals, which shall include but not be limited to all permits, licenses, and approvals as may be necessary to construct any Improvements that may be required by this License or the City, City Code, federal, state, county and local governments and agencies, laws, ordinances, and regulations.

17. **OWNERSHIP OF IMPROVEMENTS:** Except for personal property of the Licensee that is not permanently attached to the Premises, and the Equipment, any new

alterations, additions, improvements or changes made to the Premises by either party immediately become the property of the City and remain so during the Term and after expiration or earlier termination of this License.

18. **SUBSTANTIAL DAMAGE:** If the Premises are damaged substantially by any cause so as to render the Premises untenable, either party may terminate this License, effective immediately, by providing written notice of termination to the other party in accordance with Paragraph 31.

19. **RIGHT OF ENTRY:** The City has the right, at all times, to enter, inspect, and make such repairs or alterations to the Premises, as the City may desire, in its sole and absolute discretion.

20. **INDEMNIFICATION:**

20.1. The Licensee and the City shall be fully responsible for their own acts of negligence and their respective agents' acts of negligence, when such agents are acting within the scope of their employment; and shall be liable for damages and bodily injury resulting from said negligence to the extent permitted by section 768.28, Florida Statute including, but not limited to, the performance of this License (including future changes and amendments thereto) by the Licensee, its employees, agents, representatives, contractors, subcontractors or volunteers, including but not limited to the Licensee's duty to maintain and warn of dangerous conditions set forth in Paragraph 11 of this License. Nothing herein is intended to serve as a waiver of sovereign immunity by either the Licensee or the City. Nothing herein shall be construed as consent by the Licensee or the City to be sued by third parties for any matter arising out of this License.

20.2. **Insurance Obligations:** The provisions of this paragraph are independent of, and are not limited by, any insurance required to be obtained by the Licensee pursuant to this License or otherwise obtained by the Licensee, and the provisions of this paragraph survive the expiration or earlier termination of this License with respect to any Claims or liability arising in connection with any event occurring prior to such expiration or termination.

21. **DISCLAIMERS:**

21.1. **Risk of Loss:** The Licensee's storage of its property and use of the Premises is at the Licensee's own risk. Additionally, the City is not responsible or liable at any time for any damage to property of the Licensee or the Licensee's employees, agents, representatives, contractors, subcontractors, invitees, or volunteers, except for any damage caused by the negligent acts of the of the City or its employees.

21.2. **Acts or Omissions of Third Parties:** The City is not responsible or liable to the Licensee for any damage to either person or property that may be occasioned by or through the acts or omissions of third parties.

21.3. **Property Defects:** The Indemnified Parties are not responsible or liable at any time for:

21.3.1. Any defects, latent or otherwise, in the Premises or any of the equipment, machinery, utilities, appliances or apparatus therein;  
or

21.3.2. Any loss of life, or injury or damage to any person or to any property or operation of the Licensee or those claiming by, through or under the Licensee, caused by or resulting from (i) the bursting, breaking, leaking, running, seeping, overflowing, or backing up of water, steam, gas, sewage, snow or ice in any part of the Premises, (ii) acts of God, (iii) public health emergencies, or (iv) the failure of any public utility in supplying utilities to the Premises; or

21.3.3. Any damage caused by or resulting from any defect or negligence in (i) the occupancy, construction, operation, or use of the Premises, (ii) any Improvements to the Premises, or (iii) the use of any of the equipment, fixtures, machinery, appliances, or apparatus in or on the Premises by any person or entity.

21.4. Sovereign Immunity: Nothing contained in this License is intended to nor shall it be construed as an additional waiver of sovereign immunity by the City beyond the City's expressed written contractual obligations contained within this License, if any, nor shall it be construed as a waiver of any defenses or limitations to any claims, including but not limited to those based on the doctrine of sovereign immunity or section 768.28, Florida Statutes.

22. LIMITATION OF LIABILITY: In no event will the City be liable for any loss of use, loss of time, inconvenience, lost profits or other special, incidental, or consequential damages in any way related to or arising from this License.

23. INSURANCE: The Licensee is an institution of the State of Florida, and its self-insurance limitations are provided by law. The Licensee is provided with liability insurance pursuant to the terms and limits of Florida Statutes, Section 768.28 and Chapter 284.

24. LIENS:

24.1. No Liens: Neither the Licensee nor anyone claiming by, through or under the Licensee shall have the right to file or place any mechanic's or materialman's lien or other lien of any kind or character whatsoever upon the Premises or Improvements thereon or upon the interest of the Licensee herein. All contracts for Improvements to the Premises shall provide for a payment and performance bond in accordance with Section 255.05, Florida Statutes, or successor laws. Notice is hereby given that no contractor, subcontractor, or any other person who may furnish any material, service or labor for any part of the Premises, improvement, alteration, repairs or any part thereof, or for the destruction or removals of any part of the Premises or structure, shall at any time be or become entitled to any lien on or against the Premises.

24.2. City's Lien: The City will have a lien against the Equipment and all personal property of the Licensee kept on the Premises at any time during the Term, in the aggregate amount of all fees, damages, and the sums that may at any time be owed by the Licensee to the City under this License. The City, in the event of any default by the Licensee, may foreclose the lien. In that event, the Licensee will be obligated for all court costs.

25. **TERMINATION:**

25.1. **By the City:** This License may be terminated without cause by the City by providing the Licensee with written notice of intent to terminate no less than ninety (90) days prior to the scheduled date of termination; provided, however, that the City may immediately terminate this License without providing the Licensee with such notice if the City determines that the Licensee has failed to comply with any of the terms and conditions of this License related to maintenance of the Premises, safety, indemnification, or insurance coverage.

25.2. **By Licensee:** This License may be terminated without cause by the Licensee by providing the City with written notice of intent to terminate no less than ninety (90) days prior to the scheduled date of termination.

25.3. If either party is unable to meet its obligations hereunder because of a failure of funding, as set forth in Paragraph 29, either Party may terminate this License.

26. **RIGHT TO SUSPEND OR LIMIT PERMITTED USES:** The City reserves the right to immediately suspend this License or to immediately limit the Permitted Uses by giving verbal notice (followed by written notice within a reasonable time) if a state of emergency has been declared by the federal, state, or local government, and the Mayor (as defined in St. Petersburg City Code section 2-425) determines that such suspension or limitation is necessary to protect the public health, safety, or welfare. If the City exercises this right to suspension or limitation, the City and the Licensee may mutually agree in writing to a modification of the License Fee. Further, should the City exercise this right, the Licensee hereby releases any and all Claims for damages against the Indemnified Parties and further agrees to waive any and all rights which might arise by reason of the terms of this License; the Licensee shall have no recourse of any kind against any of the Indemnified Parties.

27. **ASSIGNMENT:** The Licensee shall not delegate performance or assign this License or any of its rights under this License. Any such purported delegation or assignment, including any purported involuntary assignment or assignment by operation of law, whether by bankruptcy or insolvency, merger (whether as the surviving or disappearing business entity), consolidation, dissolution, reorganization, transfer of the Licensee or controlling interest in the Licensee, or court order effectuating such assignment or any other method, will be null and void, confers no rights upon the assignee, and constitutes a default of this License.

28. **SUBLICENSE:** The Licensee has no right to sublicense or otherwise dispose of the Premises or this License or any part thereof.

29. **NON-APPROPRIATION:**

29.1. The obligations of the City as to any funding required pursuant to this License are limited to an obligation in any given year to budget and 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 License.

29.2. The obligation of the Licensee to fund any expenditures required by this License shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential Licensee services have been budgeted and appropriated sufficient monies for the funding of any expenditures that are due during that year.

30. **SUCCESSORS AND ASSIGNS:** This License is binding on the Parties and their successors and assigns.

31. **NOTICES:** Unless and to the extent otherwise provided in this License, any notice, demand, request, or other instrument which may be or is required to be given or delivered under this License must be in writing and will be deemed to be delivered (i) whether or not actually received, five (5) days after deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or (ii) when received (or when receipt is refused) if delivered personally or sent by a nationally recognized overnight courier, all charges prepaid, at the addresses of the City and the Licensee as set forth in this paragraph. Such address may be changed by written notice to the other party in accordance with this paragraph.

**CITY\*:**

City of St. Petersburg, Real Estate & Property Management  
P. O. Box 2842  
St. Petersburg, Florida 33731-2842.

\*Please refer to Real Estate & Property Management File No. L-3580.10.

**LICENSEE:**

Any address provided by the Licensee to the State of Florida and identified at Sunbiz.org

or:

University of South Florida  
140 7<sup>th</sup> Avenue South  
PRW 118N  
St. Petersburg, FL 33701

32. **COMPLIANCE WITH LAWS:** The Licensee shall at all times comply with all current and future federal, state and local laws, rules, regulations, and ordinances, federal and state constitutions, and the orders and decrees of all lawful authorities having jurisdiction over the matter at issue (collectively, "**Laws**"), including but not limited to any Laws intended to protect soil, surface waters, groundwater, land, stream and sediments, surface or subsurface strata, ambient air, interior and/or exterior of any building or improvement and any environmental medium ("**Environmental Laws**") and all the legal requirements to be a business entity authorized to operate within the State of Florida.

33. **ADA COMPLIANCE:** The Licensee shall comply with all applicable requirements of the Americans with Disabilities Act of 1990, and subsequent amendments, in its use of the Premises and any Improvements thereto.

34. **LICENSEE RECORDS:** Licensee shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this License, accurate books of account. All books and records with respect to

this License must be kept by Licensee and must be open to examination or audit by the City during the Term 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.

35. **LICENSEE ENTITY:** If the Licensee is an entity, the Licensee shall provide the City with the name, title, address, and telephone number of all of the organization's officers and directors in writing, within thirty (30) days of their election or appointment to office. Should any of the officers or directors reside at more than one residence, Licensee shall provide all addresses and telephone numbers to the City.

36. **LICENSEE AS NON-PROFIT CORPORATION:** Should the Licensee at any time fail to qualify as a not-for-profit entity, said failure shall constitute a material default of this License and this License shall be subject to immediate termination in the sole discretion of the City.

37. **RELATIONSHIP OF THE PARTIES:** The relationship between the Parties is that of owner/licensor and licensee. In performing its obligations set forth in this License, the Licensee shall act as an independent contractor and not as an agent of the City. Nothing herein may be construed as creating a landlord-tenant relationship between the City and the Licensee.

38. **GOVERNING LAW AND VENUE:** The laws of the State of Florida govern this License. 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.

39. **PERMITS AND LICENSES:** The Licensee shall obtain any and all necessary permits, licenses, certifications, and approvals which may be required by any government agency in connection with the Licensee's performance of its obligations under this License. Upon request of the City, the Licensee shall provide the City with written evidence of such permits, licenses, certifications, and approvals.

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

41. **CAPTIONS:** Captions are for convenience only and do not control or affect the meaning or construction of any of the provisions of this License.

42. **NUMBER AND GENDER:** Wherever appropriate herein, the singular includes the plural, and the plural includes the singular, and each gender includes each other gender.

43. **NO CONSTRUCTION AGAINST PREPARER OF LICENSE:** This License has been prepared by the City and reviewed by the Licensee and its professional advisors. The City, the Licensee, and the Licensee's professional advisors believe that this License

expresses their agreement and that it may not be interpreted in favor of either the City or the Licensee or against the City or the Licensee merely because of their efforts in preparing it.

44. **ENTIRE AGREEMENT; MODIFICATION:** This License, including the exhibits, 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. No amendments to this License are enforceable or effective unless in writing and duly executed by the Parties.

45. **SEVERABILITY:** Should any paragraph or any part of any paragraph of this License 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 any part of any paragraph in this License.

46. **SURVIVAL:** All obligations and rights of any party arising during or attributable to the Term or earlier termination of this License, including but not limited to those obligations and rights related to indemnification, survive such expiration or earlier termination.

47. **EXECUTION OF LICENSE:** This License 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 License. Additionally, each party is authorized to sign this License 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.

48. **CITY CONSENT AND ACTION:**

48.1. **Consent:** For purposes of this License, 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 License or unless otherwise required to be exercised by the City of St. Petersburg City Council pursuant to the City Charter or applicable Laws.

48.2. **Action:** For purposes of this License, any action permitted, allowed, or required by this License may be exercised by the Mayor, or his designee, unless otherwise set forth in this License or unless otherwise required to be exercised by the City of St. Petersburg City Council pursuant to the City Charter or applicable Laws.

49. **NO WAIVER:** A waiver by the City or the Licensee of any default of any term, covenant, or condition will not be deemed to be a waiver of any subsequent default of the same or any other term, covenant, or condition, nor will the acceptance or payment of the License Fee or any Additional Fee, or other payment be deemed to be a waiver of any such default. No term, covenant or condition of this License will be deemed to have been waived by City or the Licensee, unless such waiver is in writing.

50. **FORCE MAJEURE:** In the event that either party hereto is delayed or hindered in or prevented from the performance required hereunder (except for Licensee's payment obligations 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 delayed in performing, such party will be excused for the period of time equivalent to the delay caused by such force majeure event. Notwithstanding the foregoing, any extension of time for such delay will be conditioned upon the party seeking an extension of time delivering written notice of such delay to the other party within ten (10) days of the event causing the delay, and the maximum period of time which a party may delay any performance due to such delay is sixty (60) days.

51. **BRICK PROGRAMS:** The Licensee shall not install any brick at the Premises or operate any program at the Premises, as those the terms "brick" and "program" are defined in City Code chapter 25, article IX, as it may be amended from time to time. If the City provides the Licensee with written notice that the Licensee has violated this provision, the Licensee, at the Licensee's sole cost and expense, shall remove all bricks from the Premises and restore the Premises to its previous condition. If no deadline for such removal and restoration is provided in the notice, the Licensee shall complete such removal and restoration within thirty (30) days after the City's delivery of the notice.

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]*

*[SIGNATURE PAGES & EXHIBITS FOLLOW]*



IN WITNESS WHEREOF, the Parties have caused this License to be executed by their duly authorized representatives as of the date and year first above written.

**LICENSEE:** University of South Florida Board of Trustees

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY:** City of St. Petersburg, Florida

\_\_\_\_\_  
Robert Gerdes  
As its: City Administrator

**ATTEST:**

\_\_\_\_\_  
Chandrasasa Srinivasa, City Clerk

(City Seal)

**REVIEWED BY:**

\_\_\_\_\_  
Brejesh Prayman, Director  
Engineering & Capital Improvements

**REVIEWED AND APPROVED BY:**

\_\_\_\_\_  
Claude Tankersley Administrator  
Public Works Administration

**APPROVED AS TO FORM AND CONTENT:**

\_\_\_\_\_  
City Attorney (Designee)

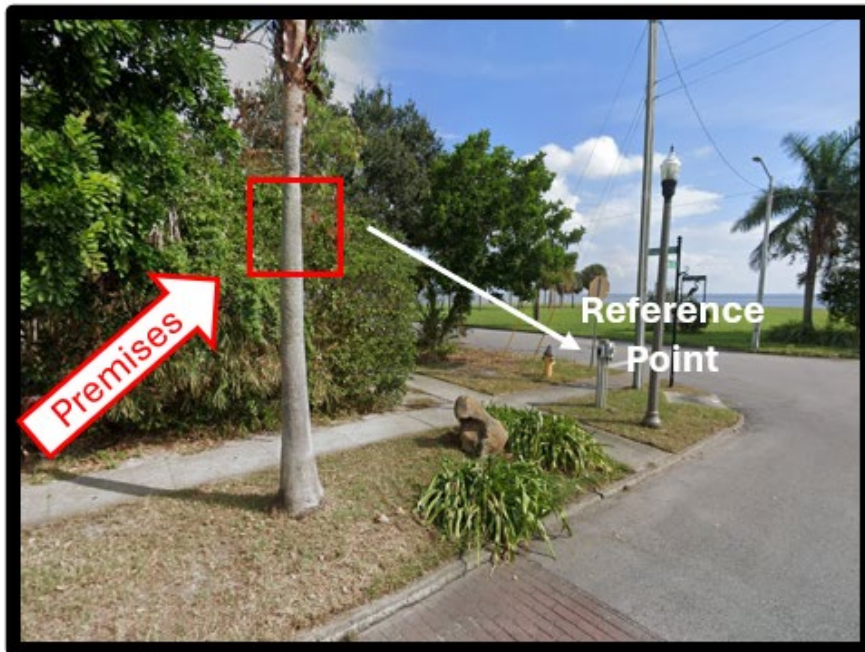
By: \_\_\_\_\_  
Assistant City Attorney  
00778868

**EXHIBIT A  
LOCATION A OF PREMISES**



East side of 1<sup>st</sup> Street Southeast approximately 250 feet south of 13<sup>th</sup> Avenue South  
Coordinates: Latitude 27.757222, Longitude - 82.633889

**EXHIBIT B**  
**LOCATION B OF PREMISES**



North side of 22<sup>nd</sup> Avenue Southeast approximately 40 feet west of the intersection of  
Beach Drive Southeast

Coordinates: Latitude 27.748571, Longitude - 82.630614



**EXHIBIT C  
LOCATION C OF  
PREMISES**



On the center median of 16th Street approximately 120 feet south of the intersection of 77th Avenue North

Coordinates: Latitude 27.842455, Longitude -82.655158

**EXHIBIT D  
LOCATION D OF  
PREMISES**



Intersection of Bayou Grande Boulevard North East and Nebraska Avenue Northeast, approximately 140 feet south of Fire Station 12

Coordinates: Latitude 27.82118, Longitude - 82.60466



## Approvals - gcc

Report • Printed on November 21, 2024

Approved

# 12/5 Council - USF - License Agreement

### ▼ Attachments



USF - License Agreement - Fin:

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

### ▼ Final status: Approved



Step 3: Approved by

Claude Tankersley

11/21/2024 8:20:30 AM



Step 2: Approved by

Margaret B. Wahl

11/20/2024 11:19:21 AM



Step 1: Approved by

Brejesh Prayman

11/20/2024 11:18:18 AM



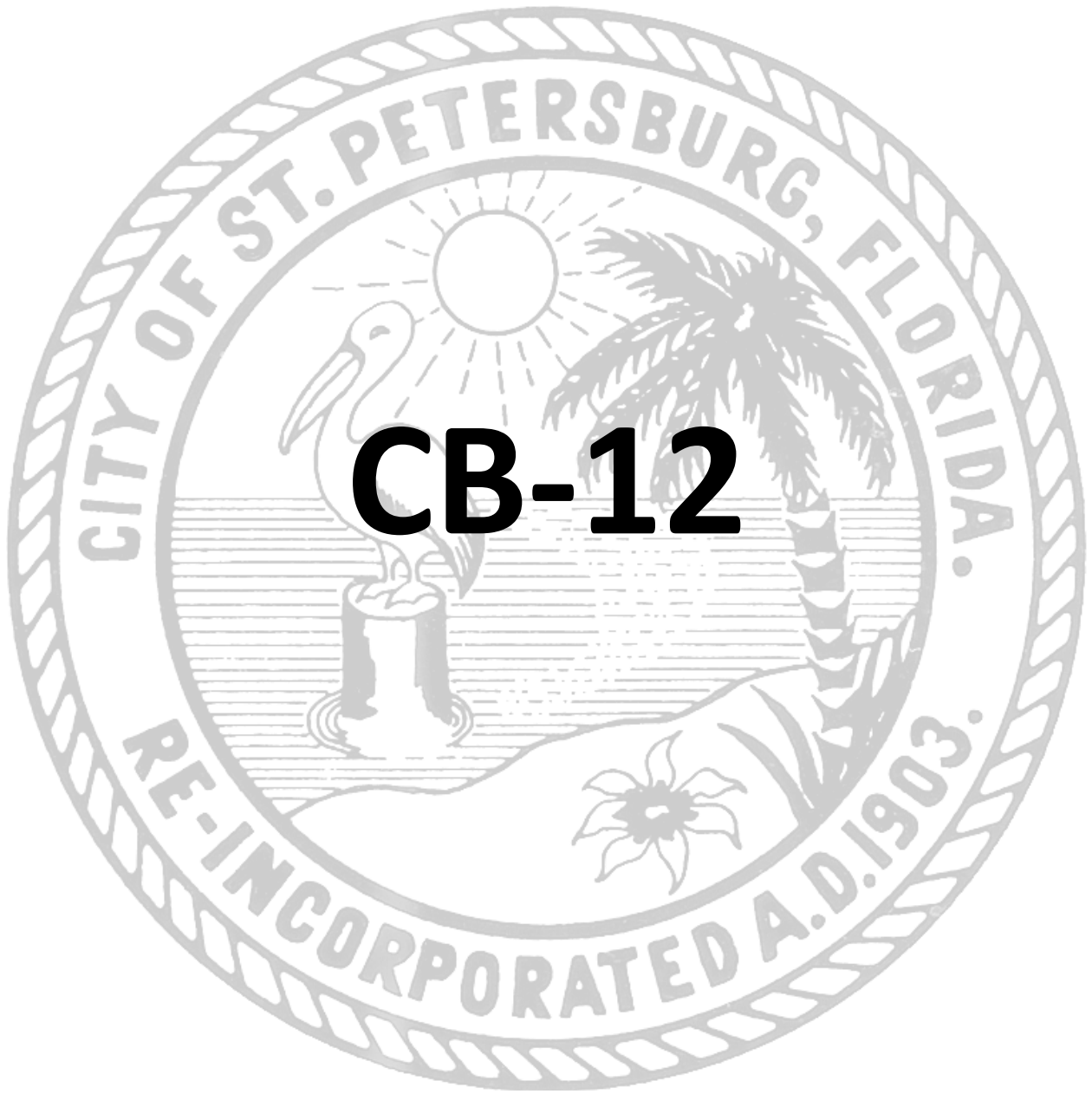
Requested by

Sarah B. Johnson

11/19/2024 11:16:30 AM

The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to execute the Local Agency Program Agreement between the City of St. Petersburg, Florida and the State of Florida Department of Transportation (“FDOT”) for participation by FDOT in the design activities for the 62nd Avenue South from 16th Street to 22nd Street Urban Corridor Improvements Project in an amount not to exceed \$197,467; approving a supplemental appropriation in the amount of \$197,467 from the unappropriated balance of the Bicycle/Pedestrian Safety Improvements Fund (3004) resulting from the money received from FDOT pursuant to the above referenced Agreement, to the 62nd Avenue South from 16th Street to 22nd Street Urban Corridor Improvements Project (20929); and providing an effective date. (FDOT Financial Project No. 449036-1-38-01; ECID Project No. 25095-130; Oracle No. 20929)  
Please scroll down to view the backup material.





**CB-12**

# ST. PETERSBURG CITY COUNCIL

## Consent Agenda

Meeting of December 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 the Local Agency Program Agreement between the City of St. Petersburg, Florida and the State of Florida Department of Transportation (“FDOT”) for participation by FDOT in the design activities for the 62nd Avenue South from 16<sup>th</sup> Street to 22<sup>nd</sup> Street Urban Corridor Improvements Project in an amount not to exceed \$197,467; approving a supplemental appropriation in the amount of \$197,467 from the unappropriated balance of the Bicycle/Pedestrian Safety Improvements Fund (3004) resulting from the money received from FODT pursuant to the above referenced Agreement; and providing an effective date. (FDOT Financial Project No. 449036-1-38-01; ECID Project No. 25095-130; Oracle No. 20929)

**EXPLANATION:** The proposed agreement will provide federal highway grant funding through the FDOT’s Local Agency Program (“LAP”) for engineering design work for the City of St. Petersburg’s 62nd Avenue South from 16<sup>th</sup> Street to 22<sup>nd</sup> Street Urban Corridor Improvements Project. The scope of work includes survey, engineering design, engineering design permitting, and project administration to design multi-use path.

The project will be developed under FDOT’s LAP process. The City received LAP recertification in 2023 to provide planning, design, and construction/construction administration for federally funded projects within City limits.

The total cost of the design phase is \$197,467, of which the original LAP agreement provided funds for the estimated design costs based on long range estimates provided at the time of grant submission.

*Project costs for city staff will be borne initially by the City and later recouped from FDOT. Upon completion of the design phase, a separate LAP agreement will be provided by FDOT for construction phase funding for this Project.*

This project will be performed in accordance with all applicable FDOT procedures, guidelines, manuals, standards, and directives as described in the FDOT LAP Manual.

**RECOMMENDATION:** Administration recommends approving the Agreement and authorizing the Mayor or his designee to execute the Local Agency Program Agreement between the City of St. Petersburg, Florida and the State of Florida Department of Transportation (“FDOT”) for participation by FDOT in the design activities for the 62nd Avenue South from 16<sup>th</sup> Street to 22<sup>nd</sup> Street Urban Corridor Improvements Project in an amount not to exceed \$197,467; approving a supplemental appropriation in the amount of \$197,467 from the unappropriated balance of the Bicycle/Pedestrian Safety Improvements Fund (3004) resulting from the money received from FODT pursuant to the above referenced Agreement; and providing an effective date. (FDOT Financial Project No. 449036-1-38-01; ECID Project No. 25095-130; Oracle No. 20929)

**COST/FUNDING/ASSESSMENT INFORMATION:** Funds were originally appropriated to the 62nd Avenue S Trail - 22nd to MLK St Project (19820) for this LAP Agreement. This project will be closed out

and funds will be available after the approval of a supplemental appropriation in the amount of \$197,467 from the unappropriated balance of the Bicycle/Pedestrian Safety Improvements Fund (3004), resulting from the LAP Agreement, to the 62nd Avenue South from 16th Street to 22nd Street Urban Corridor Improvements Project (20929).

**ATTACHMENTS:** Resolution  
Council Map  
Draft FDOT LAP Phase 38 Agreement

RESOLUTION NO. 2024-\_\_

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE LOCAL AGENCY PROGRAM AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (“FDOT”) FOR PARTICIPATION BY FDOT IN THE DESIGN ACTIVITIES FOR THE 62<sup>ND</sup> AVENUE SOUTH FROM 16<sup>TH</sup> STREET TO 22<sup>ND</sup> STREET URBAN CORRIDOR IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$197,467; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$197,467 FROM THE UNAPPROPRIATED BALANCE OF THE BICYCLE/ PEDESTRIAN SAFETY IMPROVEMENTS FUND (3004) RESULTING FROM THE MONEY RECEIVED FROM FDOT PURSUANT TO THE ABOVE REFERENCED AGREEMENT, TO THE 62<sup>ND</sup> AVENUE SOUTH FROM 16<sup>TH</sup> STREET TO 22<sup>ND</sup> STREET URBAN CORRIDOR IMPROVEMENTS PROJECT (20929); AND PROVIDING AN EFFECTIVE DATE. (FDOT FINANCIAL PROJECT NO. 449036-1-38-01; ECID PROJECT NO. 25095-130; ORACLE NO. 20929.

WHEREAS, the State of Florida Department of Transportation (“FDOT”) has agreed to participate in the design activities for the 62<sup>nd</sup> Avenue South from 16<sup>th</sup> Street to 22<sup>nd</sup> Street Urban Corridor Improvements Project (“Project”); and

WHEREAS, as a requirement for FDOT’s participation in the Project, the City of St. Petersburg, Florida (“City”) must enter into a Local Agency Program Agreement (“Agreement”) setting forth the obligations of FDOT and the City; and

WHEREAS, funding for this project will be available after approval of a supplemental appropriation in the amount of \$197,467 from the unappropriated balance of the Bicycle/Pedestrian Safety Improvements Fund (3004), resulting from the money received from FDOT pursuant to the above referenced agreement, to the 62<sup>nd</sup> Avenue South from 16<sup>th</sup> Street to 22<sup>nd</sup> Street Urban Corridor Improvements Project (20929); and

WHEREAS, Administration recommends approval of this Resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute a Local Agency Program Agreement between the City of St. Petersburg, Florida and the State of Florida Department of Transportation (“FDOT”) for participation by FDOT in the design activities for the 62<sup>nd</sup> Avenue South from 16<sup>th</sup> Street to 22<sup>nd</sup> Street Urban Corridor Improvements Project in an

amount not to exceed \$197,467.

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the Bicycle/Pedestrian Safety Improvements Fund (3004), resulting from the money received from FDOT pursuant to the above referenced agreement, the following supplemental appropriation for Fiscal Year 2025:

<u>Bicycle/Pedestrian Safety Improvements Fund (3004)</u>	
62nd Avenue South from 16 <sup>th</sup> Street to 22 <sup>nd</sup> Street	
Urban Corridor Improvements Project (20929)	\$197,467

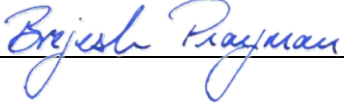
This Resolution shall become effective immediately upon its adoption.

LEGAL:


  
\_\_\_\_\_

00778915

DEPARTMENT:

  
\_\_\_\_\_

BUDGET:

  
\_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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FPN: <u>449036 1 38 01</u>	FPN: _____	FPN: _____
Federal No (FAIN): <u>D724 063 B</u>	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>TALT</u>	Fund: _____	Fund: _____
Org Code: _____	Org Code: _____	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: _____	FLAIR Obj: _____	FLAIR Obj: _____

County No: 15 (Pinellas) Contract No: \_\_\_\_\_  
Recipient Vendor No: F596000424044 Recipient Unique Entity ID (UEI) No: LARHMJNJAKS4

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Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

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THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on \_\_\_\_\_, by and between the State of Florida Department of Transportation, an agency (This date to be entered by DOT only) of the State of Florida ("Department"), and City of St. Petersburg ("Recipient").

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design activities for the 62nd Avenue South from 16th Street to 22nd Street Urban Corridor Improvements project, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 07/06/2027. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
  - a. The estimated cost of the Project is \$ 197,467.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$197,467.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
  - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**5. Requisitions and Payments**

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
- e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.  
 If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g.** Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i.** Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:



"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

## **6. Department Payment Obligations:**

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

## **7. General Requirements:**

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

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- i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
  - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
  - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
  - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
  - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
  - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
  - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part

thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

## **8. Audit Reports:**

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
  - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse (“FAC”) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
  - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  - 3. Wholly or partly suspend or terminate the federal award;
  - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
  - 5. Withhold further federal awards for the Project or program;
  - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

## **9. Termination or Suspension of Project:**

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

## **10. Contracts of the Recipient:**

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

#### **11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

#### **12. Compliance with Conditions and Laws:**

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

#### **13. Performance Evaluations:**

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

#### **14. Restrictions, Prohibitions, Controls, and Labor Provisions:**

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts

with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**15. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

**16. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient
  - shall
  - shall not
  - N/A



maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

**17. Miscellaneous Provisions:**

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance 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).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any 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 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 federally-appropriated funds have been paid by the Recipient 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph 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. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.
- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
  - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
  - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**18. Exhibits:**

- a. **Exhibits "A", "B", "C", "D", "E" and "F"** are attached to and incorporated into this Agreement.
- b.  If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.
- c.  Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d.  State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

- e.  This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit “K”**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- f.  This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit “L”**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g.  This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit “M”**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h.  This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit “N”**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i.  A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit “O”**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j.  The following Exhibit(s) are attached and incorporated into this Agreement: \_\_\_\_\_

**k. Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

\* Exhibit G: FHWA Form 1273

\* Exhibit H: Alternative Advance Payment Financial Provisions

\* Exhibit I: State Funds Addendum

\* Exhibit J: State Financial Assistance (Florida Single Audit Act)

\* Exhibit K: Advance Project Reimbursement

\* Exhibit L: Landscape Maintenance

\* Exhibit M: Roadway Lighting Maintenance

\* Exhibit N: Traffic Signal Maintenance

\* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\* Additional Exhibit(s):

**\* Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT City of St. Petersburg

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

Name: Brejesh Prayman, P.E.  
Title: Director, Engineering & Capital Improvements

By: \_\_\_\_\_

Name: Justin Hall  
Title: Director of Transportation Development

Legal Review:

\_\_\_\_\_

**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 449036 1 38 01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and  
City of St. Petersburg (the Recipient)

**PROJECT LOCATION:**

- The project is on the National Highway System.
- The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** Total Length: 1.012 MI; MP .535 to MP 1.547 and RWID  
15000291

**PROJECT DESCRIPTION:** The design activities for the 62nd Avenue South from 16th Street to 22nd Street Urban Corridor Improvements project. The project consists of designing a 10-foot wide shared use path, installing pedestrian crossings to include two (2) RRFB's, placing sharrow pavement markings along the roadway, and reconstructing 16 driveways. Final utility coordination and engineering will be conducted during design, however; utility relocation is not an allowable reimbursement during the construction phase.

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

The Agency will be issued Notice to Proceed for the design (PE) phase of the project after final execution of the agreement.

The Agency is responsible for designing the project following the applicable design criteria and standards for the type of project classification as defined in the Local Programs Manual, Chapter 17 – Preliminary Engineering and Design.

If the Agency intends to use a Professional Services contract for design of the project, it will submit and comply with the requirements of the LAP Checklist for Federally Funded Professional Services Contract (Form No. 525-010-49). The Department must review and concur with the process prior to award of the contract. Upon execution of the contract, the agency will upload a copy of the signed document into the Grant Application Program (GAP).

The Agency shall submit the FDOT Vendor Eligibility Check Prior to Contract Award form (Form No. 375-030-91) for consultants/contractors and their subs to comply with the terms of the LAP agreement.

For projects off the State Highway System (Class D), the Agency will submit design plans for review and approval at 60%, and final. For projects classified per the Local Programs Manual as A, B, or C, the Agency will submit design plans for all project phases. Projects with any work on the State Highway System must submit design plans for all project phases.

If the project will involve construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the

Department of Traffic Engineering Manual. Designs that do not meet Department standards may be rejected by the Department at its discretion.

The Agency will be responsible for documenting to the Department that the project, as designed, qualifies as one of the types of Type 1 Categorical Exclusion (CE) project per FDOT's PD&E Manual. This documentation must be provided to the Department with submittal of 100% (Phase IV) Plans.

The Agency will provide progress billing invoices with appropriate back-up documentation to the Department on a quarterly basis or sooner as of the execution date of the agreement. A progress report will be required each quarter, even if there is no activity for a reporting period. Progress invoice payments will be made on a pro-rata basis as a percentage of the state grant funding amount compared to the project cost. Final invoices will reimburse eligible participating items, not previously reimbursed, up to the maximum award funding.

For projects that have participating and non-participating items, the local agency must submit invoices clearly depicting and differentiating the participating and non-participating items of expenditures that are federal or locally funded. Pay item plan sheets must also separate and distinguish between participating and non-participating items. Non-participating costs are the responsibility of the Agency.

The Agency will ensure compliance of the Contractor's proposed staging/storage area with the Endangered Species Act, Section 4(f) and Section 106 of the Code of Federal Regulations. Required Sections 7-1.4 and 7-1.8 of FDOT's Division 1 Standard Specification are included in FDOT's Division 1 specification package for Local Agencies.

Should the Agency receive federal funding for the construction phase, it will submit to the Department the project Bid Package to include Specifications, updated construction estimate, draft construction contract, completed LAP Construction Checklist for Construction Contracts (Form No: 525-010-44) and the Agency's Certification Clear Package as specified in the Department approved project schedule but not later than the Final plans submittal. All above items must be reviewed, approved and a Notice to Proceed must be issued by the Department prior to any construction related activities, including project advertisement. Construction related activities conducted prior to Notice to Proceed will not be reimbursed and may render the entire project ineligible for federal funding. The Agency must use the applicable criteria and standards for the type of project classification as defined in the Local Programs Manual, Chapter 17 – Preliminary Engineering and Design. The Certification Clear Package must include the following items completed and signed by the authorized Agency representative:

- 1.Type 1 Categorical Exclusion (CE) Checklist
- 2.Contamination Clearance Form
- 3.Right of Way Certification Form
- 4.Rail Clear Letter
- 5.Permits Clear Letter and SWFWMD approval letter if applicable
- 6.Utilities Clear/Coordinated Letter
- 7.Construction contract time calculations - method used by Agency to determine contract duration.

Should the Agency receive federal funding for the construction phase, it shall be responsible for identification and remediation, including all associated costs, of any hazardous materials and contamination encountered while implementing the project.

Grant Application Program (GAP): GAP is a repository for all LAP project documents. Upon receipt of the Notice to Proceed on a project phase, the Local Agency will be responsible for uploading the appropriate project documents into GAP before an invoice will be paid.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) 60% plans and project clears to be completed and submitted to the Department by 04/29/2025.
- b) Design to be completed and submitted to the Department by 09/02/2025.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

The Department will issue Notice to Proceed to the Agency after final execution of this agreement.

Upon receipt of an invoice, the Department will have twenty (20) working days to review and approve the goods and services submitted for payment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT B**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

RECIPIENT NAME & BILLING ADDRESS: City of St. Petersburg PO Box 2842 St Petersburg, FL 33731	FINANCIAL PROJECT NUMBER: 449036 1 38 01
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PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
<b>Design- Phase 38</b>				
FY: 2025 (Local Agency Programs)	\$ 197,467.00	\$ _____	\$ _____	\$ 197,467.00
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 197,467.00	\$ 0.00	\$ 0.00	\$ 197,467.00
<b>Right-of-Way- Phase 48</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Construction- Phase 58</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Construction Engineering and Inspection (CEI)- Phase 68</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>(Insert Phase)</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL COST OF THE PROJECT</b>	\$ 197,467.00	\$ 0.00	\$ 0.00	\$ 197,467.00

**COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Marcia Haines  
 District Grant Manager Name

\_\_\_\_\_  
 Signature Date



**EXHIBIT C****TITLE VI ASSURANCES**

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

- (1.) Compliance with REGULATIONS:** The contractor 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 contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports:** The contractor 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* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or 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 contractor'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, or

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

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

**(6.) Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* 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 sub-contractor or supplier as a result of such direction, the contractor 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 contractor may request the United States to enter into such litigation to protect the interests of the United States.

**(7.) Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT D**

**RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT****EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**CFDA No.:** 20.205  
**CFDA Title:** Highway Planning and Construction  
Federal-Aid Highway Program, Federal Lands Highway Program  
**CFDA Program Site:** [https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is\\_active=true&page=1](https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1)  
**Award Amount:** \$197,467.00  
**Awarding Agency:** Florida Department of Transportation  
**Award is for R&D:** No  
**Indirect Cost Rate:** N/A

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards  
<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

Title 23 – Highways, United States Code  
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code  
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)  
<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Highway Administration – Florida Division  
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
<https://www.fsr.gov/>

**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS**  
**Florida Department of Financial Services, Reference Guide for State Expenditures**  
***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

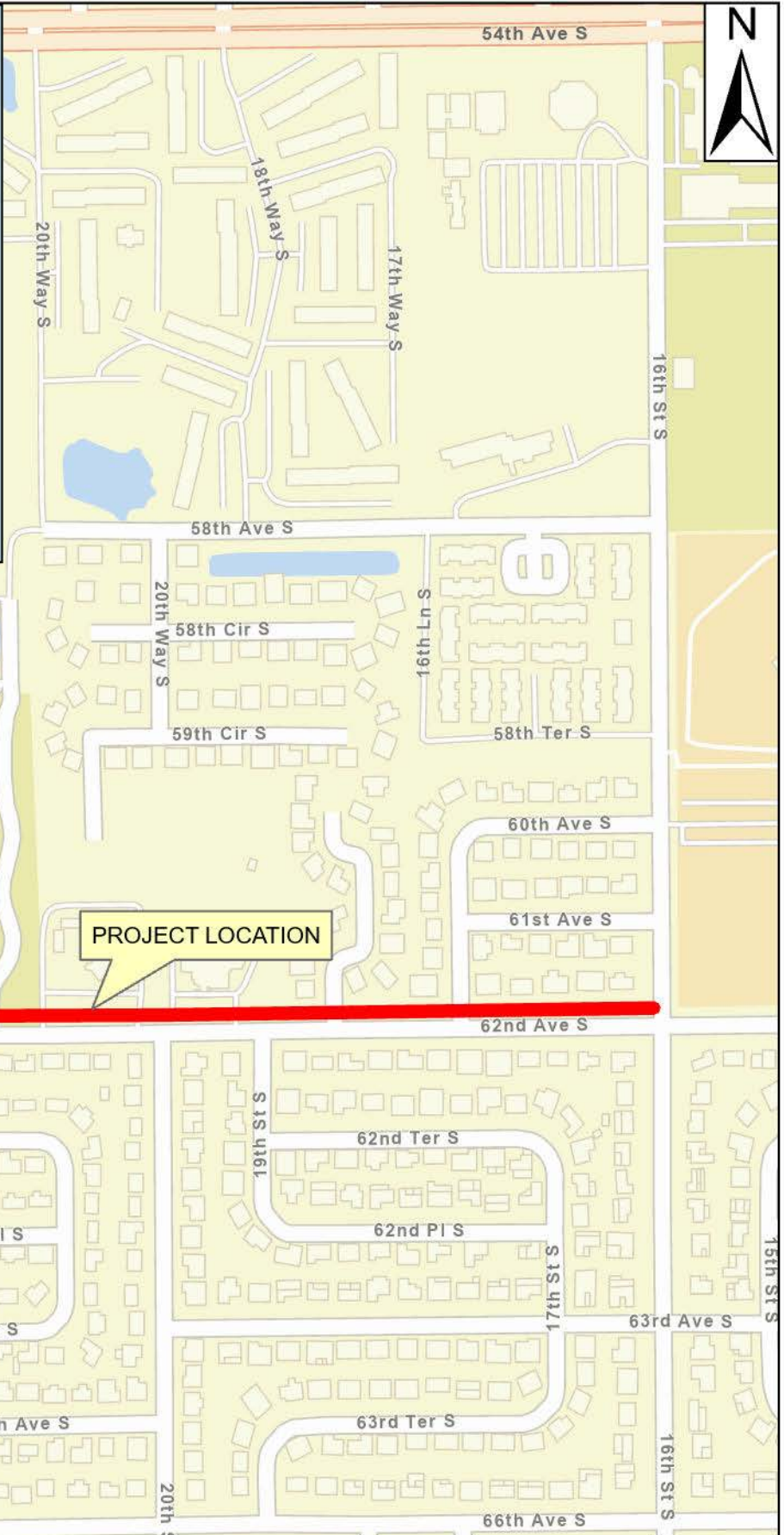
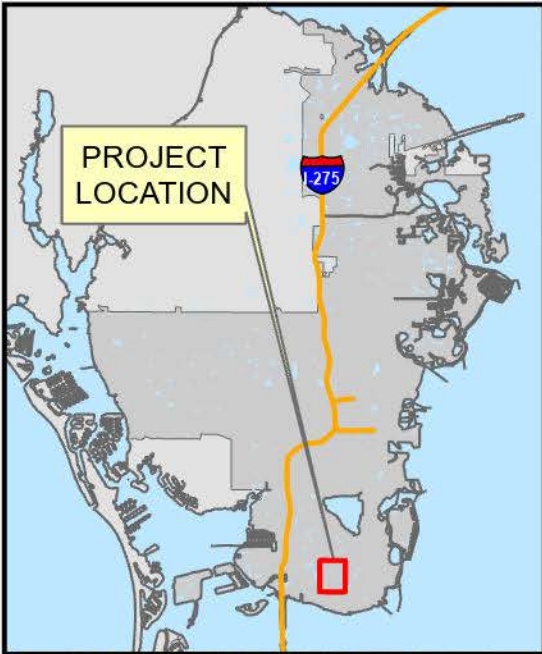
**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.



Bay Point  
Bay Point Middle  
Middle School

Document Path: S:\ArcGIS\2025\ENG\City Council Project Location Maps\City Council Project Locations\_2025.aprx

ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT CITY OF ST PETERSBURG	
APPROVED BY:	DATE: 10/21/2024

**FDOT 62ND AVE S TRAIL  
FROM 16TH ST S TO 22ND ST S  
FPID 449036**



The following page(s) contain the backup material for Agenda Item: A resolution approving an amendment to the Sub-recipient agreement dated June 1, 2022 between the City of St. Petersburg, Florida (City) and Boley Centers, Inc. (Sub-recipient) for Sub-recipient to provide case management and wraparound support services to assist individuals and families with retaining permanent supportive housing (Project) to extend the term of the Sub-recipient Agreement through June 30, 2025; authorizing the Mayor or his designee to execute the amendment; and providing an effective date.

Please scroll down to view the backup material.





**CB-13**

**ST. PETERSBURG CITY COUNCIL**  
**Consent Agenda**  
**Meeting of December 5, 2024**

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

**SUBJECT:** A resolution approving an amendment to the Sub-recipient agreement dated June 1, 2022 between the City of St. Petersburg, Florida (“City”) and Boley Centers, Inc. (“Sub-recipient”) for Sub-recipient to provide case management and wraparound support services to assist individuals and families with retaining permanent supportive housing (“Project”) to extend the term of the Sub-recipient Agreement through June 30, 2025; authorizing the Mayor or his designee to execute the amendment; and providing an effective date.

**EXPLANATION:** On June 1, 2022, the City of St. Petersburg entered into an agreement with Boley Centers, Inc. for case management and wraparound support services to assist individuals and families with retaining permanent supportive housing. This project is funded by American Rescue Plan Act (ARPA) dollars, the total award amount not to exceed \$1,000,000, with an agreement expiration date of December 31, 2024.

Boley Centers has spent \$779,245.20 through September 30, 2024, and has \$220,753.80 remaining on their contract. Based on their historical spend rate, it is projected they will spend approximately \$120,000 over October, November, and December 2024 combined. In order to not leave an estimated \$100,000 unspent and have to remit those dollars back to the U.S. Treasury, Administration is seeking approval to extend Boley Centers’ existing agreement for this project.

The existing agreement allows for an extension “by mutual written agreement of the Parties provided that any such extension is subject to all necessary approvals by the City Council of the City of St. Petersburg, and further provided that this Agreement may only be extended for the duration allowed by applicable Laws.”

Boley Centers’ work on this project started out slower than anticipated due to the length of time it took to get the full team hired and at capacity to take on full client caseloads. There has been staff turnover and barriers in hiring qualified individuals throughout the project, and also fewer staff taking advantage of the full benefits package than anticipated. This has all contributed to the lower spend rate than projected and not spending the full budgeted amount by the initial contract deadline.

Despite these staffing obstacles, Boley’s project team has remained steadfast in serving and wrapping support around their clients who face chronic homelessness and severe and persistent mental illness. Through September 2024, Boley Centers has served 118 unduplicated individuals living in permanent supportive housing through this project. Their work has led to over 92% of program clients retaining their housing, due to the program team’s in-depth approach to supporting client care. Their wraparound support includes substance abuse treatment and recovery services, psychiatric care and medication management, medical/dental/vision care and consistency, assistance in applying for Social Security Disability, support in seeking employment opportunities,

ensuring access to food, providing transportation to appointments and services to ensure consistent care and follow-up, among other supports.

Extending Boley Centers' agreement will allow them to use the remaining funds available in the project budget to continue to positively impact residents living in permanent supportive housing by supporting their ability to retain their housing, in an effort to reduce the cycle of homelessness for this population of St. Pete residents.

Administration seeks contract extension to June 30, 2025. It is likely that Boley Centers will spend down their remaining funds by the end of April 2025, however this additional extension through June 2025 will provide a buffer to ensure that no funds need to be remitted back to the U.S. Treasury.

**RECOMMENDATION:** Administration recommends that City Council adopt the attached resolution approving an amendment to the Sub-recipient agreement dated June 1, 2022 between the City of St. Petersburg, Florida ("City") and Boley Centers, Inc. ("Sub-recipient") for Sub-recipient to provide case management and wraparound support services to assist individuals and families with retaining permanent supportive housing ("Project") to extend the term of the Sub-recipient Agreement through June 30, 2025; authorizing the Mayor or his designee to execute the amendment; and providing an effective date.

**COST/FUNDING/ASSESSMENT INFORMATION:** Funds have been previously appropriated in the American Rescue Plan Act Fund (1018), Housing and Neighborhood Services Administration Department, Housing and Community Development Division (082-1989), ARPA Permanent Supportive Housing Project (19027).

**ATTACHMENTS:**

Resolution

**APPROVALS:**

Administration: McFator Budget: Lance Stanford

**RESOLUTION NO. 2024-\_\_**

APPROVING AN AMENDMENT TO THE SUB-RECIPIENT AGREEMENT DATED JUNE 1, 2022 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA (“CITY”) AND BOLEY CENTERS, INC. (“SUB-RECIPIENT”) FOR SUB-RECIPIENT TO PROVIDE CASE MANAGEMENT AND WRAPAROUND SUPPORT SERVICES TO ASSIST INDIVIDUALS AND FAMILIES WITH RETAINING PERMANENT SUPPORTIVE HOUSING (“PROJECT”) TO EXTEND THE TERM OF THE SUB-RECIPIENT AGREEMENT THROUGH JUNE 30, 2025; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City and the Sub-recipient entered into a sub-recipient agreement on June 1, 2022 (“Agreement”), for Sub-recipient to perform and complete the Project (as defined in the Agreement), including, but not limited to, providing case management and wraparound support services to assist individuals and families with retaining permanent supportive housing; and

**WHEREAS**, City Administration and the Sub-recipient now desire to amend to the agreement to extend the term through June 30, 2025 to allow the Sub-recipient additional time to complete Project activities; and

**WHEREAS**, funds in the amount of \$1,000,000 have been previously obligated for the Project, and no additional funding for the extension is needed; and

**WHEREAS**, City Administration recommends approval of the amendment.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of St. Petersburg, Florida that an amendment to the sub-recipient agreement dated June 1, 2022, between the City of St. Petersburg, Florida and Boley Centers, Inc. (“Sub-recipient”) for Sub-recipient to provide case management and wrap around support services to assist individuals and families with retaining permanent supportive housing (“Project”) to extend the term of the Sub-recipient Agreement through June 30, 2025 is hereby approved.

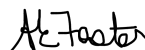
**BE IT FURTHER RESOLVED** that the Mayor or his designee is authorized to execute the amendment.

This resolution shall become effective immediately upon its adoption.

**APPROVALS:**

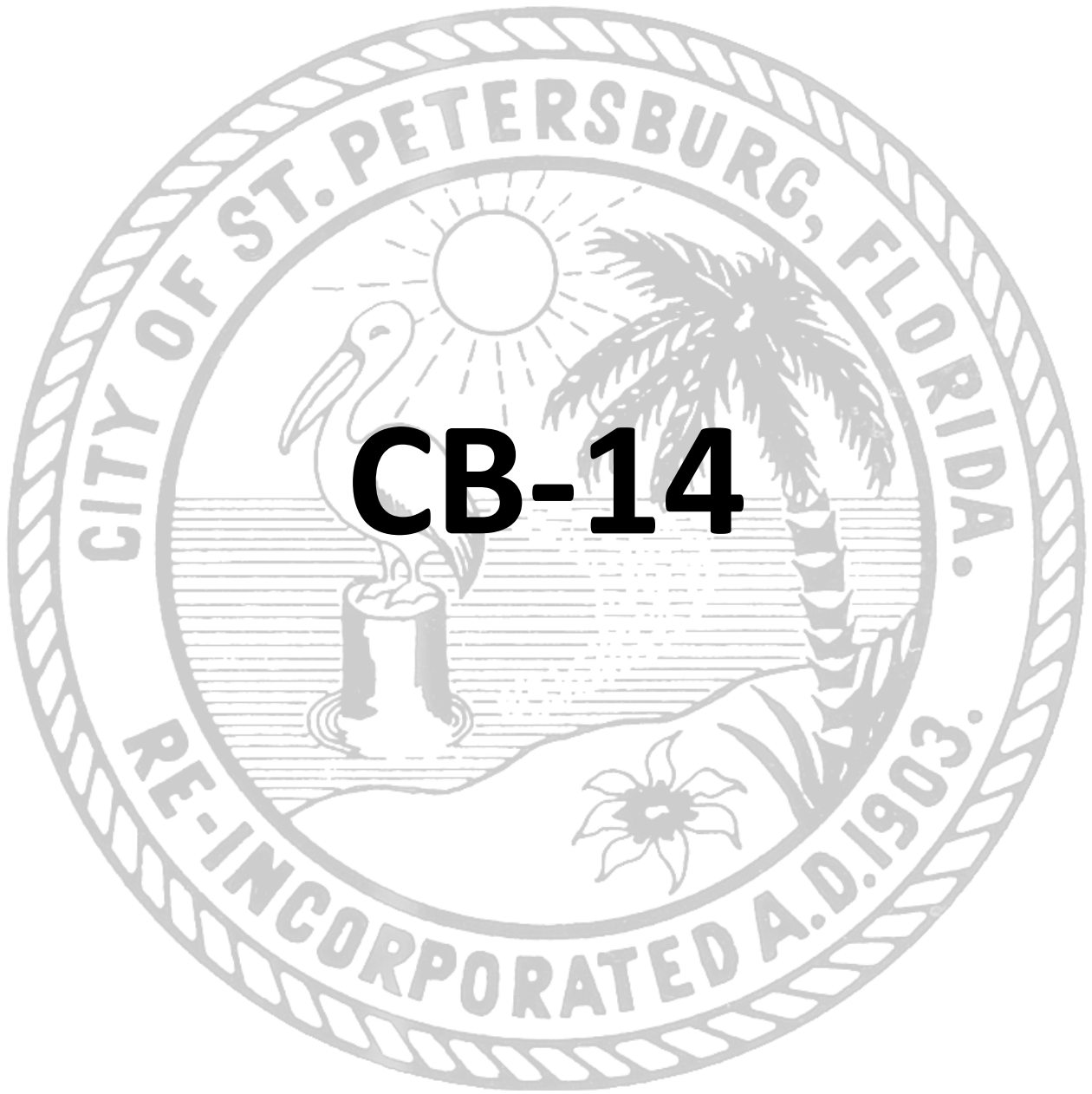


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Administration

The following page(s) contain the backup material for Agenda Item: A resolution accepting the City of St. Petersburg Affordable Housing Advisory Committees Affordable Housing Incentives Recommendations Report; authorizing the submission of such report to the Florida Housing Finance Corporation; and providing an effective date.  
Please scroll down to view the backup material.



**CB-14**

# ST. PETERSBURG CITY COUNCIL

## Consent Agenda

### Meeting of December 5, 2024

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

**SUBJECT:** A resolution accepting the City of St. Petersburg Affordable Housing Advisory Committee's Affordable Housing Incentives Recommendations Report; authorizing the submission of such report to the Florida Housing Finance Corporation; and providing an effective date.

#### **EXPLANATION:**

The State Housing Initiatives Partnership ("SHIP") Program was created pursuant to Sections 420.907-420.9079, Florida Statutes. The SHIP Program transfers documentary stamp revenues to the Florida Housing Finance Corporation ("FHFC") and the City to assist in meeting established housing goals and provides a stable source of affordable housing funding. The City has participated in the SHIP Program since 1993.

To receive SHIP funds from the State, eligible municipalities must establish and appoint members to an affordable housing advisory committee ("AHAC"), including one City Councilmember. The AHAC reviews established policies and procedures, ordinances, land development regulations, and the adopted comprehensive plan, and then recommends specific actions or initiatives to encourage or facilitate the production or preservation of affordable housing while protecting the ability of property to appreciate in value. The recommendations may include the modification or repeal of existing policies, procedures, ordinances, regulations, or plan provisions; the creation of exceptions applicable to affordable housing; or the adoption of new policies, procedures, regulations, ordinances, or plan provisions, including recommendations to amend the local comprehensive plan and corresponding regulations, ordinances, and other policies. Previously this review occurred triennially, however changes in 2020 under FL House Bill 1339 now require this process to repeat annually and that a report reviewing incentives be submitted to the City Council and the FHFC prior to December 31 each year.

The City's Affordable Housing Advisory Committee ("AHAC") met six times in 2024 to review the 11 incentive strategies set forth in Section 420.9076, Florida Statutes, and to review additional local incentive strategies which may encourage the production and preservation of affordable housing in St. Petersburg. The attached report lists the incentives that are currently in place in St. Petersburg and presents the AHAC's recommendations regarding potential future action items which may either provide additional incentives or improve upon those that currently exist. The AHAC members unanimously voted to approve the incentives/ recommendations report at the November 4, 2024, public hearing.





RESOLUTION NO. 2024 - \_\_\_\_\_

A RESOLUTION ACCEPTING THE CITY OF ST. PETERSBURG AFFORDABLE HOUSING ADVISORY COMMITTEE'S AFFORDABLE HOUSING INCENTIVES RECOMMENDATIONS REPORT; AUTHORIZING THE SUBMISSION OF SUCH REPORT TO THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State Housing Initiatives Partnership ("SHIP") Program is created in the State Housing Initiatives Partnership Act, Sections 420.907 – 420.9079, Florida Statutes ("Act"), which provides for allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the Act, and Rule Chapter 67-37, Florida Administrative Code, require local governments to develop a one-to three-year Local Housing Assistance Plan ("LHAP") which outlines how funds will be used; and

WHEREAS, the City's 2024-2027 LHAP was adopted by City Council April 4, 2024, and approved by the Florida Housing Finance Corporation ("FHFC") on April 15, 2024; and

WHEREAS, Section 420.9076, Florida Statutes, requires local governments to establish and appoint members of the affordable housing advisory committee, and provides that the advisory committee shall review the established policies and procedures, ordinances, land development regulations, and adopted local government comprehensive plan of the appointing local government and shall recommend specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value, and the recommendations may include the modification or repeal of existing policies, procedures, ordinances, regulations, or plan provisions; the creation of exceptions applicable to affordable housing; or the adoption of new policies, procedures, regulations, ordinances, or plan provisions, including recommendations to amend the local comprehensive plan and corresponding regulations, ordinances, and other policies; and

WHEREAS, the City's Affordable Housing Advisory Committee ("AHAC") met 6 times from January through November 2024 to review the 11 incentive strategies set forth in Section 420.9076, Florida Statutes, and to review additional local incentive strategies which encourage production and preservation of affordable housing in St. Petersburg; and

WHEREAS, the AHAC members unanimously voted to approve the affordable housing incentives recommendations report, attached hereto and incorporated herein as Exhibit A ("Report"), at a November 4, 2024, public hearing, which was noticed in accordance with Section 420.9076(5), Florida Statutes; and

WHEREAS, the AHAC has now forwarded the Report to the City Council; and

WHEREAS, the City must submit the Report to FHFC in accordance with Section 420.9076(5), Florida Statutes, prior to December 31, 2024; and

WHEREAS, Administration will review the recommendations contained in the Report and consider same for changes to City policy; and

WHEREAS, Administration recommends City Council accept the Report and authorize Administration to submit the Report to FHFC.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the City of St. Petersburg Affordable Housing Advisory Committee's affordable housing incentives recommendations report, attached hereto and incorporated herein as Exhibit A ("Report"), is accepted; the Mayor or his designee is authorized to submit the Report to the Florida Housing Finance Corporation.

This resolution shall become effective immediately upon its adoption.

Approvals:

Legal: Isabella Sabel

Department: Avery Rosnick Slyker  
Housing & Community Development

00777546

CITY OF ST. PETERSBURG, FLORIDA



# AFFORDABLE HOUSING INCENTIVE PLAN – 2024



As recommended by the

**STATE HOUSING INITIATIVES  
PARTNERSHIP (SHIP)**

**AFFORDABLE HOUSING ADVISORY  
COMMITTEE (AHAC)**

**Affordable Housing Advisory Committee Report  
To City Council  
SHIP Affordable Housing Incentive Strategies**

December 5, 2024

**(AHAC Public Hearing was held on November 4, 2024)**

PREPARED BY:

Affordable Housing Advisory Committee/

City of St. Petersburg

Housing and Community Development Department

And the

Urban Planning & Historic Preservation Division of  
the Planning and Development Services Department

**AFFORDABLE HOUSING ADVISORY COMMITTEE (AHAC)  
REPORT TO THE CITY OF ST. PETERSBURG CITY COUNCIL  
December 5, 2024**

**AFFORDABLE HOUSING INCENTIVE STRATEGIES  
AND RECOMMENDED ACTIONS**

The City of St. Petersburg receives State Housing Initiative Partnership (SHIP) Program funding from the State of Florida for use in implementing partnerships to produce and preserve affordable housing. The program is administered by the Florida Housing Finance Corporation (FHFC) statewide. All cities and communities receiving SHIP funds must have appointed an Affordable Housing Advisory Committee (AHAC) in accordance with Florida Statute 420.9076. The AHAC is then asked to review and make recommendations regarding the incentive strategies listed in F. S. 420.9076, recommend any additional incentive strategies identified by the committee, hold a public hearing on the incentives, and submit an incentive summary report to City Council. The report must be submitted to the FHFC prior to December 31<sup>st</sup> annually. If new incentives are added, City Council may then be requested to consider the incentives for possible inclusion in the three year SHIP Local Housing Assistance Plan (LHAP).

The 2024 AHAC met 6 times during this year to discuss the incentive strategies. With the help of the combined staff of Planning & Development Services, Transportation and Parking Management, Economic and Workforce Development, Codes Compliance, and the Housing & Community Development Department, the AHAC reviewed and evaluated St. Petersburg's policies, procedures, land development regulations, the Comprehensive Plan, and other aspects of activities locally that impact the production of affordable housing. A report of their recommendations was reviewed during a public hearing on November 4, 2024, where the AHAC discussed the incentive strategies, suggested action items related to each of the incentives, requested public input, and voted on the final recommendations. The resulting report includes recommendations related to the eleven strategies required by the Florida Statute to be reviewed, and eight local incentives that are unique to St. Petersburg, for a total of 19 recommendations.

The attached summary report lists each incentive that was reviewed by the AHAC and provides specific future recommended actions. The recommendations are being presented to City Council on December 5, 2024. The City will then notify the FHFC of its receipt of the AHAC Incentives Recommendations Report. The City will also consider the incentives for possible inclusion in the three year Local Housing Assistance Plan (LHAP). The AHAC will then re-evaluate the implementation of the current affordable housing incentives annually.

The City of St. Petersburg would like to thank the Affordable Housing Advisory Committee members for their time and service in the preparation of this plan.

## AFFORDABLE HOUSING ADVISORY COMMITTEE MEMBERS

2024

No more than 11 committee members

One representative from at least six of the categories below:

1. Open for unexpired term (Second term expires 1/09/2025)  
**Category:** an advocate for low-income persons in connection with affordable housing
2. Mr. Jack D. Humburg (Second term expires 1/09/2026)  
**Category:** not-for profit provider of affordable housing
3. CHAIR: Mr. Scott Macdonald (Second term expires 1/09/2026)  
**Category:** for profit developer who is actively engaged in the development of affordable housing
4. Mr. Frederic Samson (Second term expires 1/09/2025)  
**Category:** a real estate professional in connection with affordable housing
5. Ms. Jillian Bandes (Second expires 1/09/2026)  
**Category:** an employer within the City of St. Petersburg
6. VICE CHAIR: Mr. Kenneth E. Rush (Second term expires 1/09/2026)  
**Category:** residential home building industry in connection with affordable housing
7. Councilmember Brandi Gabbard (First term expires 1/09/2025)
8. Open for unexpired term (First term expires 3/23/2026)  
**Category:** Banking or mortgage banking industry in connection with affordable housing.
9. Ms. Amber Bennett (First term expires 3/23/2026)  
**Category:** A citizen who resides within the jurisdiction of the local governing body making the appointments (also meets the real estate professional category)
10. Mr. Joseph Bonora (First term expires 3/23/2026)  
**Category:** A citizen who represents essential services personnel (ESP includes teachers and educators, other school district, community college, and university employees; police and fire personnel; health care personnel; skilled building trades personnel; automotive mechanics; government employees; and active military)- Mr. Bonora also meets the for profit and non-profit developer category.
11. Optional position:

**AFFORDABLE HOUSING INCENTIVES  
OFFERED BY THE CITY OF ST. PETERSBURG, FLORIDA**

**2024 Annual Review by the Affordable Housing Advisory Committee**

	Incentives (Pursuant to Chapter 420, F.S.)	Program Currently In Place		Status & Recommendations
		Yes	No	
<b>1</b>	<b>The processing of approvals of development orders or permits, as defined in S. 163.3164, for affordable housing projects is expedited to a greater degree than other projects</b>	X		2018: Recommended that the City establish a maximum of a 10- business day- time frame for the City to return comments on any affordable housing site plan/permit application.
	2020: Incentive is currently in use. The 10-day time frame for return of initial comments was implemented in January 2019.			2021 Review: Continue Program currently in place. See attached Certification Form #1.
	2022 status:			AHAC voted to recommend that City staff levels and salaries be increased to support the growing need for affordable and market-rate housing across the City. The Committee also voted to continue the 10-day goal for initial comments on Expedited Permitting Requests of multi-family projects but advocates for a 5-day goal for subsequent comments and a 1-day goal for permit review of single-family and Accessory Dwelling Unit projects.
	2023 Status:			The union recently moved to approve a pay increase for Permit Technicians to \$45,000 annually. Plans examiner salaries were increased prior to that which should help with employee retention.  The Affordable Housing Expedited Building Plan Review and Permitting Procedure is posted on the city webpage here: <a href="https://www.stpete.org/business/building_permitting/building_permits.php">https://www.stpete.org/business/building_permitting/building_permits.php</a>  A new Affordable Housing Liaison has been hired and can be contacted at: <a href="mailto:AFHpermits@stpete.org">AFHpermits@stpete.org</a>
	<b>2024 Update and/or recommendations:</b>			<b>The City's permit ombuds tracks all Certified Affordable projects to expedite the reviews and provide a point-of-contact for all applicants.</b>

	Incentives (Pursuant to Chapter 420, F.S)	Program Currently In Place		Status
		Yes	No	

				<p>The City's Naviline permit system is being replaced – estimated 18 month process. This will be a significant upgrade which should speed up the process overall. 2 positions will help with internal and external training of the new system.</p> <p>The City's plan review software is being upgraded which will significantly reduce processing time for both staff and applicants.</p> <p>Fire plan review – Chief Womack coordinates with the Fire Plan review team in weekly meetings and another Fire Plans reviewer has been hired.</p> <p>AHAC recommends that the city continue to expedite reviews of affordable developments to a greater degree than other projects.</p>
2	All allowable fee waivers provided for the development or construction of affordable housing	X		<p>2018: Local permit fees were reduced for homes under 1,400 square ft. to help promote rehabilitation and new development of affordable single-family homes by ORD. 284-H, effective 7/20/17.</p> <p>However, the largest Fees is a County Fee that is not controlled by the City. 2018 AHAC recommended that the City send a Letter to Pinellas County requesting that Chapter 150, Section 150-40 of the Pinellas County Land Development Code relating to Impact Fees be amended to allow a multimodal impact fee waiver of 100% or a significant reduction of the fee (90%) for affordable housing developments, and if a waiver cannot be granted, request appropriate new categories for affordable housing development &amp; homeless shelters in both the Schedule A and Schedule B Schedule of Fees.</p>
	2020 Status: The requested letter was sent to County and a new multi-modal fee schedule was subsequently adopted by Pinellas County Ordinance 19-15.			<p>2021 Review: Continue Program currently in place for reduced City permit fees and MIF fees that were reduced. See attached Form #2 &amp; schedule of reduced fees allowed for “units restricted to low-income households as a component of affordable housing development incentive programs as certified by the local government”.</p> <p>9/21/21 – AHAC voted to recommend that the MPO and the Board of County Commissioners consider waiving the MIF fee completely for certified low income units.</p> <p>AHAC also voted to recommend that Administration consider a full waiver of water closet fee.</p>
	2022 status:			AHAC did not vote to amend this incentive in 2022. They expressed continued support for the request from 2021 that the County waive in-full, the Multi-modal Impact Fee



	Incentives (Pursuant to Chapter 420, F.S)	Program Currently In Place		Status
		Yes	No	

				and for the City to waive water closet fees for certified low-income units.
	2023 status:			<p>ORD 535H was adopted 12/1/22 to provide for sewer connection fee waivers for workforce housing units with incomes at or below 120%AMI.</p> <p>AHAC continues to encourage a full MIF waiver for certified affordable low income units to be considered by the Board of County Commissioners.</p>
	<b>2024 Update and/or recommendations:</b>			<p><b>AHAC continues to encourage a full MIF waiver for certified affordable low income units to be considered by the Board of County Commissioners.</b></p> <p><b>AHAC Chair appeared at County AHAC to request full MIF waiver for certified low income affordable units. – Forward Pinellas is engaging a consultant to review the MIF Fee. Possibly 1-2 year process.</b></p>
<b>3</b>	<b>The allowance of flexibility in densities for affordable housing</b>	X		<p>2018: The Committee recommended that the City clarify the Workforce Housing Density Program originally adopted in 2007 to</p> <ol style="list-style-type: none"> <li>1) Clarify the WFH Density Bonus Ordinance to: <ol style="list-style-type: none"> <li>a. more clearly and fairly address how tenant income increases will be handled over time, and</li> <li>b. modify the income categories to 80%, 100%, and 120% of AMI – removing the 150% AMI category</li> </ol> </li> <li>2) Clarify Chapter 16, regarding the calculation of the “payment in lieu” of WFH option to increase the amount collected &amp; deposited to the Housing Capital Improvement Projects (HCIP) Fund for use in developing more affordable housing units.</li> <li>3) Research the possibility of implementing an increase to the number of WFH bonus units being awarded that would trigger the public hearing requirement from 12 to 24 WFH bonus units in order to encourage more developers to use the WFH bonus option</li> <li>4) Research the possibility of reducing parking requirements when WFH density bonus units are granted.</li> <li>5) Pursue the “Missing Middle” initiatives in which may bring: <ol style="list-style-type: none"> <li>a. new zoning district (s), and</li> <li>b. the allowance of more 2-12-unit structures which may provide more affordable housing opportunities</li> </ol> </li> </ol>

	Incentives (Pursuant to Chapter 420, F.S)	Program Currently In Place		Status
		Yes	No	

	<p>2020 Status: Items 1-5 have all been brought forward and adopted by City Council. Item 2 increase in the “payment in lieu” option was not approved by City Council, though the Workforce Housing FAR bonus was prioritized. Item 3 was brought forward and adopted to remove the extra public hearing requirement altogether. Item 5 text amendments for the new NTM zoning category have been adopted, Map amendments are underway.</p>			<p>2021 review:</p> <p>7/20/21 – AHAC voted to support the recommended increase of “payment in lieu” fees from the current 1/4 of 1% of construction cost to 1/2 of 1%.</p> <p>10/19/21 – AHAC voted to support the rezoning (implementation) of the NTM-1 Zoning District (Neighborhood Traditional Multi-Family) to include allowance of 4-unit density within a 1/2 mile of Future Major Streets – and as related to St. Pete’s “Vision 2050” plan</p>
	2022 status:			<p><b>Workforce Housing Density Bonus:</b> AHAC did not vote to amend this incentive in 2022.</p> <p><b>Payment in Lieu option for Workforce Housing:</b> AHAC acknowledged the adoption of the increase to 1/2 of 1% of construction cost on 12/9/21 but voted to recommend increasing this fee from .5% to 1% of Total Development Costs and for the calculation to be based on International Code Council Building Valuation Data.</p> <p><b>NTM-1 coverage expansion:</b> AHAC did not vote to amend their recommendation from 2021.</p>
	2023 Status:			<p>The number of Workforce Housing Density Bonus Unit applications submitted to the City in 2022 &amp; 2023 has increased significantly since the 2020/2021 revisions.</p> <p>On 3/23/2023, City Council voted to approve the proposed rezoning of 2,895 parcels from NT-1 and NT-2 to NTM-1. The additional increase to the payment in lieu of creating WFH fee is not on the City’s workplan presently.</p> <p>AHAC to monitor implementation of the new NTM-1 zoning district and the collection/use of the workforce housing density bonus “payment in lieu” fees.</p>
	<b>2024 Update and/or recommendations:</b>			<b>Planning &amp; Development Review Director provided a table summarizing the use of the payment in lieu fee to</b>

	Incentives (Pursuant to Chapter 420, F.S)	Program Currently In Place		Status
		Yes	No	

				<p>the HLUt committee for their 8/8/24 meeting. Material provided to HLUt is included in Appendix 1. HLUt did not vote to pursue an increase in the fee at this time. However, AHAC continues to advocate the use of a full 1% payment in lieu amount.</p> <p>AHAC Chair visited Pinellas County AHAC to request that they investigate implementation of the Coastal High hazard mitigation shelter fee.</p> <p>AHAC will monitor implementation of the new NTM-1 Zoning District (Neighborhood Traditional Multi-Family) and the collection/use of the workforce housing density bonus “payment in lieu” fees. AHAC encourages the city to continue to pursue “Missing Middle” initiatives which may bring new zoning districts and the allowance of more 2-12 unit structures which may provide more affordable housing opportunities. AHAC also continues to advocate for the implementation of the coastal high hazard mitigation shelter fee.</p> <p>See also items 7 and 11 for other ways to increase density on certain sites.</p>
4	<b>The reservation of infrastructure capacity for housing for very- low income persons, low-income persons, and moderate-income persons</b>		X	2018: The Committee did not recommend a new process or procedure, given the fact that) the City’s public facilities, including potable water, sanitary sewer, and roadway levels of service all have excess capacity.
	2020 Status: No change.			2021 Review: Reviewed, but no action recommended due to the City’s excess capacity.
	2022 status:			Reviewed, but no action recommended due to the City’s excess capacity.
	<b>2023 &amp; 2024Status:</b>			<p><b>The update of the Capital Improvements Element of the Local Government Comprehensive Plan was presented to City Council December 14, 2023.</b></p> <p><b>No AHAC action is required due to the City’s excess infrastructure capacity.</b></p>
5	<b>Affordable accessory residential units</b>	X		2018: The City’s land development regulations have allowed accessory residential dwelling units in the NT1,

	Incentives (Pursuant to Chapter 420, F.S)	Program Currently In Place		Status
		Yes	No	

				<p>NT2 and NT4 districts since 2007 which provides an affordable housing option for residents. However, in 2018 the AHAC committee recommended that the City explore:</p> <p>1) A reduction of the minimum lot area required for an accessory dwelling unit to be built, based on the City's on-going modeling &amp; research.</p> <p>2) Allowing accessory residential units in NS zones (Neighborhood Suburban)</p>
	<p>2020 Status: City Council in September of 2019, approved by Ord 385-H to allow ADUs on smaller lots (4500 sq. ft.) within the NT1, NT2 and NT4 districts, which allows for over 9,000 additional lots to qualify for construction of ADUs.</p>			<p><u>2021 Review:</u> Continue implementation of newly updated and adopted Ordinances related to ADUs. Explore funding sources to pursue the model ADU program and a marketing initiative.</p>
	<p>2022 status: On 07/14/22, City Council voted to approve expansion of ADUs into NT-3 (Neighborhood Traditional) and NS (Neighborhood Suburban) districts (with certain restrictions).</p>			<p>AHAC Recommended the City continue implementation of the newly updated and adopted Ordinance expanding ADUs into NT-3 (Neighborhood Traditional) and NS (Neighborhood Suburban) Districts (with certain restrictions) and continue exploration of funding sources to pursue the model ADU program and a marketing initiative.</p>
	<p>2023 Status:</p>			<p>AHAC will continue to monitor implementation of newly updated and adopted Ordinances expanding ADUs into NT-3 (Neighborhood Traditional) and NS (Neighborhood Suburban) zoning districts (with certain restrictions) and explore funding sources to pursue a model ADU program. A new link for ADU information has been established which provides information about eligibility and how to design &amp; apply for an ADU permit. It also contains a list of FAQs:</p> <p><a href="https://www.stpete.org/residents/housing/homeowners/accessory_dwelling_units.php">https://www.stpete.org/residents/housing/homeowners/accessory_dwelling_units.php</a></p>
	<p><b>2024 Update and/or recommendations:</b></p>			<p><b>As of June 2024, the City has seen 465 ADU permits either approved/under construction/or completed since the 2019 code revisions.</b></p>

	Incentives (Pursuant to Chapter 420, F.S)	Program Currently In Place		Status
		Yes	No	

				<p>CM Gabbard requested that the ADU model standard design program to be included in list of city budget priorities, but it was not funded</p> <p>An ADU lookup mapping tool has been added to the ADU website to allow a property owner to enter their address to see if their property may qualify for construction of an ADU ADU website: <a href="http://www.stpete.org/ADU">www.stpete.org/ADU</a></p> <p>AHAC will continue to monitor implementation of ADU development over time. AHAC recommends as part of incentive #5 that the City continue to pursue/advocate for an ADU model design program in 2025</p>
6	The reduction of parking and setback requirements for affordable housing	X		2018: Recommended staff continue to review appropriate reductions to parking requirements based on land use type and geography, e.g. proximity to Future Major Streets, public transit, and relationship to the City's Complete Street initiative.
	2020 Status: The reduction of parking requirements for affordable multi-family housing construction was approved by City Council in 2019 for smaller and affordable units and for units located within proximity (1/8 mile) to high frequency transit routes.			<p>2021 Review: Continue implementation of recently adopted parking incentives for smaller and affordable units.</p> <p>AHAC on 7/20/21 requested staff to continue to look for additional methods to reduce parking requirements even further.</p>
	2022 status:			<p>AHAC recommended that the City change the parking waiver criteria for ADUs up to 800 square feet and within a 1/2 mile of High Frequency Transit Routes, except for all NT-3 Zoning Districts where 1/4 of mile of High Frequency Transit Routes shall be the radius.</p> <p>On 07/14/22, City Council voted to approve a waiver for ADUs up to 600 square feet and within a 1/8 mile of High Frequency Transit Routes.</p>
	2023 Status:			<p>AHAC will monitor the success of new ADU parking reductions when within a 1/8 mile of High Frequency Transit Routes. See new handout: <a href="https://www.stpete.org/Residents/Housing/Accessory%20Dwelling%20Handout.pdf">https://www.stpete.org/Residents/Housing/Accessory%20Dwelling%20Handout.pdf</a></p>

	Incentives (Pursuant to Chapter 420, F.S)	Program Currently In Place		Status
		Yes	No	

	2024 Update and/or recommendations:			<p>SB328 has a requirement that a municipality must eliminate or reduce parking requirements for a proposed mixed-use residential development when the development is with an area recognized by the municipality as a transit-oriented development or area.</p> <p>City Council voted to eliminate required parking in the TEC Local overlay for the Warehouse Arts District area adjacent to the Sunrunner 22<sup>nd</sup> Street South Station on 9/05/24.</p> <p>AHAC encourages the City to eliminate parking requirements for affordable housing.</p>
7	The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing	X		<p>2018: The Committee recommended that the City: 1) Explore expansion of this incentive into other zoning districts as part of the upcoming "Missing Middle" study</p> <p>2) Explore allowing flexibility based on building typology &amp; lot size</p>
	2020 Status: The incentive is currently provided through the use of flexible urban setbacks to encourage affordable housing development. LGCP 2019-02 allows new flexibility and was adopted by City Council 11/14/19.			<p>2021 Review: Recommend that the City consider rezoning (implementation of) the NTM-1 Zoning District (Neighborhood Traditional Multi-Family) to include allowance of 4-unit density within a ½ mile of Future Major Streets – and as related to St. Pete's "Vision 2050" plan.</p>
	2022 status:			<p>The City of St. Petersburg is initiating a rezoning of qualified properties to NTM-1 (Neighborhood Traditional Mixed Residential). Under this proposed change, single-family houses may expand to include accessory dwelling units (e.g. garage apartments) or be redeveloped up to a maximum four (4) residential units. These units may be developed as rental apartments, townhouses, or condominiums. The City is currently holding outreach and workshops. Therefore, AHAC did not vote to amend their recommendation from 2021 but acknowledged that the Transit-Oriented Development Zoning around the Sunrunner bus stations may take priority over NTM-1 in some instances.</p>

	Incentives (Pursuant to Chapter 420, F.S)	Program Currently In Place		Status
		Yes	No	

	2023 Status:			On 3/23/2023, City Council voted to approve the proposed rezoning of 2,895 parcels from NT-1 and NT-2 to NTM-1. AHAC will monitor implementation.
	<b>2024 Update and/or recommendations:</b>			<p><b>AHAC will monitor implementation of the missing middle/NTM-1 rezoning. There have been 24 applications to develop on NTM lots through August 1, 2024. Five of the applications were for new single-family homes and the remaining included between 2 to 4 units on a property.</b></p> <p><b>AHAC wants to promote the allowance of flexible &amp; zero lot line configurations for both affordable &amp; market rate housing as a policy consideration in whatever form that takes.</b></p>
<b>8</b>	<b>The modification of street requirements for affordable housing</b>		<b>X</b>	2018: The Committee did not recommend any changes to the City's land development regulations pertaining to street standards, however the 2018 AHAC recommended that the City consider the elimination of midblock sidewalk and alley construction requirements for affordable housing developers, based on cost, liability and safety considerations.
	2020 Status: The City no longer requires separate walkway from house to curb when home has a front driveway. In addition, the City adopted a sidewalk reimbursement program within the South St. Petersburg CRA.			<u>2021 Review:</u> Continue implementation of recently adopted incentives related to sidewalks. Request that a "payment in lieu of sidewalk construction" fund/process be established.
	2022 status:			AHAC did not vote to amend this incentive in 2022, but requests that, if possible, the funds received for the payment in lieu should be used towards affordable housing.
	2023 Status:			<p>A Payment in lieu of Sidewalk construction program was to be on hold until after 09/2024 due to SB 250.</p> <p>SB 250 provision related to our city was repealed by the special session and signed by the Governor, and we can now move forward in 2024 with the sidewalk in lieu payment program.</p>

	Incentives (Pursuant to Chapter 420, F.S)	Program Currently In Place		Status
		Yes	No	

	<b>2024 Update and/or recommendations:</b>			<p><b>Per Legal: A Payment in lieu of sidewalk construction fund cannot be used for housing purposes.</b></p> <p><b>The sidewalk in lieu of construction code amendment is part of a Residential LDR update which staff will bring to council for final approval in December 2024.</b></p> <p><b>AHAC requests that an assistance program for alley paving behind affordable housing developments be established, similar to the CRA sidewalk reimbursement program.</b></p>
<b>9</b>	<b>The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.</b>	X		2018: The Committee voted to support the continuation of this incentive as written.
	2020 Status: Incentive is currently in use.			2021 Review: Recommend No Change. Continue using the existing Impact Statement, attached form #3.
	2022 status:			AHAC did not vote to amend this incentive in 2022.
	<b>2023 &amp; 2024 Status:</b>			<b>See attached Housing Affordability Impact Statement that is currently in use by the City.</b>
<b>10</b>	<b>The preparation of a printed inventory of locally owned public lands suitable for affordable housing.</b>	X		2018: The Committee asked for revisions to the City's webpage to show the listing of lands available suitable for development of affordable housing.
	2020 Status: Incentive is currently in use.			2021 Review: Continue listing available properties on the Website and taking foreclosure lots to City Council to approve including them into the Affordable Lot Disposition Program.
	2022 status:			AHAC did not vote to amend this incentive in 2022.



	Incentives (Pursuant to Chapter 420, F.S)	Program Currently In Place		Status
		Yes	No	

	2023 updates and /or recommendations:			The City will comply with the requirement of SB102 to prepare an inventory of locally owned land suitable for affordable housing. The City owned Land Policy was discussed at the 10/12/2023 Housing Land Use and Transportation (HLUT) Committee of City Council and will be presented to full City Council in November 2023.
	<b>2024 Update and/or recommendations:</b>			<b>The City did a comprehensive review of all City owned land that might be suitable for affordable housing in compliance with SB102. At that time there were no properties that were able to be declared surplus, all vacant lands were reserved for a city use. City then, with the help of CM Gabbard, developed a city-owned land policy adopted 11/30/23 has an “Affordable Housing First” emphasis. In some instances, city owned vacant land may not be suitable for affordable housing, and in those instances, the proceeds from any land sale would be placed in an affordable housing development fund. The policy requires the list of city owned vacant land be reviewed every 3 years. In addition, any unsolicited offer received, would immediately go to RFP if it would accommodate 5 or more residential units.</b>  <b>AHAC supports the city owned land “Affordable Housing First” policy and will continue to monitor.</b>
<b>11</b>	<b>The support of development near transportation hubs and major employment centers and mixed –use developments</b>	<b>X</b>		2018: The Committee voted to Request that the City: 1) Continue Existing Policies which support development near Activity Centers, PSTA network, and the Central Ave BRT 2) Consider future reductions of minimum parking standards near transportation hubs (by land use type/ by geography) 3) Consider creation of additional Activity Centers or new Activity Center categories
	In August 2019 City Council approved the reductions of minimum parking standards when a development is located within 1/8 mile of a high frequency transit route. A study of the Central Avenue BRT			2020 Status: This incentive is currently being implemented as the City’s land development regulations encourages mixed-use, higher-density development that is concentrated along major corridors, the Pinellas Suncoast Transit Authority network, the Central Avenue Bus Rapid Transit route, and within six designed activity centers

	Incentives (Pursuant to Chapter 420, F.S)	Program Currently In Place		Status
		Yes	No	

	corridor is underway, CABRT-TOD Study.			2021 Review: Support implementation of the newly adopted higher density and reduced parking standards for development that is located close to high frequency transit routes. Implement changes as part of StPete2050 updates, including BRT station area and corridor plans
	2022 status:			AHAC did not vote to amend this incentive in 2022. AHAC did acknowledge the ongoing work around the Transit-Oriented Development related to the Sunrunner bus stations which calls for an NT-mixed residential map amendment and a recommendation of a possible increases to the density allowances in the existing mixed use corridor zoning categories.
	2023 Status:			AHAC voted to support the stakeholder map distributed at the 8/15 AHAC meeting (minus the Kenwood area) in support of the dual map track action taken at the 9/14/23 HLUT committee meeting. This action would continue to bring forward the existing Transit Oriented Development staff recommendations while studying the stakeholder map proposals simultaneously.
	<b>2024 Update and/or recommendations:</b>			<b>The AHAC supports robust upzoning w within ½ mile along major corridors with commercial and mixed use, and within 5 blocks of Sunrunner transit stops to be inclusive of single family parcels.</b>  <b>The AHAC encourages the PDS dept. to consider ways to not only encourage 80% AMI unit production, but also go further to encourage 50% or 60% AMI or below units or to setup a system whereby an Affordable Housing Transfer of Development rights system could be established.</b>

**ADDITIONAL INCENTIVES OFFERED IN THE CITY OF ST. PETERSBURG**

<b>12</b>	<b>The waving of special assessment fees in return for the creation of affordable housing</b>	<b>X</b>		2018: The Committee voted to support the continuation of this incentive program as written. 1) Keeping the existing “option D” to waive special assessments for the construction of a new single-family unit on lot previously considered “upside down” for development purposes
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	Incentives (Pursuant to Chapter 420, F.S)	Program Currently In Place		Status
		Yes	No	

				2) Implementing the new/proposed Code Foreclosure-Affordable Lot Disposition Program to provide lots at a reduced amount in return for the production of an affordable housing unit.
	2020 Status: Option D is still in use and the new Affordable Lot Disposition Program is underway to help create new affordable housing units.			<u>2021 Review:</u> Support continuation of the existing Option D Special Assessment and the Affordable Lot Disposition programs.
	2022 status:			AHAC did not vote to amend this incentive in 2022.
	2023 Status:			Option D of the special assessment lien waiver process now allows for the \$1,000 administrative fee to be waived if the fee owner records a restrictive covenant to require occupancy by a household with an income at or below 120% AMI.  The implementation of the foreclosure affordable lot disposition program continues to be reviewed and refined.  The AHAC supports continuation of both programs.
	<b>2024 Update and/or recommendations:</b>			<b>The AHAC supports continuation of both the Lot Disposition Program and the Option D programs.</b>
<b>13</b>	<b>The identification of existing sources that can be made available to affordable housing developers to aid in locating eligible home buyers and renters for newly constructed affordable housing units</b>	<b>X</b>		2018: Recommend that the City: 1) Remove the words “Newly Constructed” from Incentive #13 2) Pursue a slight modification to the City’s Housing Web Page suggested to add a tab for Developers.
	2020 Status: Incentive in use.			<u>2021 Review:</u> Continue to promote programs to assist affordable housing developers and provide information on the City’s Housing Webpage under the “Developer” tab.

	Incentives (Pursuant to Chapter 420, F.S)	Program Currently In Place		Status
		Yes	No	

	2022 status:			AHAC did not vote to amend this incentive in 2022 as there now exists a “Developer” tab on the City’s website with information on all relevant incentives and other resources.
	2023 Status:			AHAC recommends that the city’s website be updated to include links so that potential homebuyers could see what affordable homes are being offered for sale by our developer partners.
	<b>2024 update and/or recommendations:</b>			<b>The City partnered with the St Petersburg Downtown Partnership to create a resource to show the locations of affordable multi-family developments that are either existing, or currently under construction or planned.</b> <a href="https://www.sphousingdata.org/">https://www.sphousingdata.org/</a> <b>AHAC encourages a similar effort be undertaken to show/ promote any affordable for-sale townhomes or affordable single family homes that have received city land or assistance as part of their development.</b>
<b>14</b>	<b>The Rebates for Residential Rehabs Program</b>	<b>X</b>		2018: The Committee voted to encourage City Council to fully fund the Rebates for Residential Rehabs program up to at least \$200,000 annually.
	2020 Status: City has established an Affordable Rebates for Residential Rehabilitation Program within the South St Petersburg CRA.			<u>2021 Review:</u> Support the continuation of the Affordable Rebate for Residential Rehabilitation Program within the South St Pete CRA
	2022 status:			In 2022 AHAC supports the local Rebates for Residential Rehabilitation programs (affordable within the South St Pete CRA) and request consideration of implementation & funding of an affordable rebate program city-wide).
	2023 Status:			A city-wide Pilot RRR+ program was approved by Resolution 23-205 on April 20, 2023. The AHAC would like to monitor the use of the program and push for more

	Incentives (Pursuant to Chapter 420, F.S)	Program Currently In Place		Status
		Yes	No	

				funding, if necessary, as this is a very cost effective use of affordable housing funding.
	<b>2024 update and/or recommendations:</b>			<b>RRR+ program had received 63 applications, 18 are underway. Staff is considering a program revision to allow developments completed within 4-6 months prior to application to be eligible.</b>  <b>AHAC requests that a toolkit and marketing strategy be developed and distributed especially in the Building Department to help promote the RRR+ program. AHAC will also monitor funding levels of these programs.</b>
<b>15</b>	<b>The creation of a web page link to provide public access to all of the Affordable Housing Incentives approved by the Committee</b>	<b>X (2018 new)</b>		2018: Recommended 1) Improving the ability to Search for the existing Incentives on the City's web page. 2) Adding a direct web link to the Incentive Plan document, possibly under the new Developer tab and on the main Housing Web page.
	2020 Status: "Developer Incentives" and "Incentive Plan" both have links on the Housing & Community Development webpage			<u>2021 Review:</u> Continue to provide this information on the City's webpage.
	2022 status:			AHAC did not vote to amend this incentive in 2022 as the AHIP is available on the Developer tab.
	2023 Status:			The 2023 Incentive Plan will be posted to the City's website so that it can be searched by either the search term of "Housing documents" or "Developer Incentives".
	<b>2024 Update and/or recommendations:</b>			<b>The AHAC recommends that the 2024 Incentive Plan be posted to the City's website so that it can be searched by either the search term of "Housing documents" or "Developer Incentives".</b>

	Incentives (Pursuant to Chapter 420, F.S)	Program Currently In Place		Status
		Yes	No	

16	<p><b>Penny for Pinellas funding for Affordable Housing Land Acquisition</b></p> <p><b>This is included in the 2020 Penny Budget</b></p>	X (new 2017)		<p>Voters in Pinellas passed this initiative in November 2017. In 2018, the AHAC recommended that the City:</p> <p>1) Ask for clarification of the State Surtax Statute regarding its use for the construction of affordable housing units, as opposed to its use solely for land acquisition.</p> <p>2) Ask for clarification regarding the possible use of any Program Income generated from Lease Payments on land originally acquired using Penny money to allow the PI to be kept in a local affordable housing fund for possible construction funding of additional affordable housing units.</p>
	2020 Status: An interlocal Agreement with the PCHFA has been drafted and will be presented to City Council in the near future			<p><u>2021 Review:</u> Continue implementation of the Penny for Pinellas Land Acquisition for Affordable Housing Fund.</p>
	2022 status:			<p>Staff noted that the first land purchase using the City Penny for Pinellas land acquisition funding occurred in 2022 for the Bear Creek Commons project. AHAC requests that the City continue to provide City Penny for Pinellas funding for Affordable Housing Land Acquisition and encourage Pinellas County to consider a land bank program and an acquisition/rehabilitation program as possible additional uses for their Penny for Pinellas Land Assembly funds.</p>
	2023 Status:			<p>Program currently in use. There are currently 85 units under construction (Bear Creek) using St. Petersburg' portion of their Penny for Pinellas Land Acquisition Funding. A second development (Ed White) that will produce 70 additional units has been approved for City Penny funding and is awaiting their other funding sources to finalize their closing. Several developments are closing or under construction in 2023 using the County's Penny for Pinellas funds.</p> <p>AHAC will monitor the use of this funding source. And will continue to encourage Pinellas County to consider proactive acquisition of land that is prime for affordable housing purposes and to an acquisition/ rehabilitation program as possible additional uses for their Penny for Pinellas Land Assembly funds. AHAC would like the City's AHAC chair to request to attend a County AHAC meeting in 2024 in order to convey this request.</p>

	Incentives (Pursuant to Chapter 420, F.S)	Program Currently In Place		Status
		Yes	No	

	2024 Update and/or recommendations:			<p>\$9,914,039.28 of the \$15,000,000 that will be received by 2028 is still available to commit.</p> <p>AHAC recommends that the City promote the City's Penny for Pinellas land acquisition funding source whenever possible to help achieve long term affordability. AHAC also encourages Pinellas County to consider pro-active acquisition of land prime for affordable housing purposes and to consider an acquisition/rehabilitation program as possible additional uses for their Penny for Pinellas Land Assembly funds.</p>
17.	Create a process for City Council to review affordable housing options on industrial, commercial, and residentially zoned land in accordance with the statutory changes adopted under HB1339 in July 2020.	X (2020)		2020: New
	2020 Status: AHAC recommends that City Council establish a process that allows the flexibility intended in the HB to be provided			<p><u>2021 Review:</u> AHAC voted on 6/15/21 to endorse the proposed Ordinance implementing a process for HB 1339 affordable housing developments, but also request that the IT and IS district minimums be reduced to mirror the minimums proposed for the NT and NS districts (1 acre in size and a minimum of 20 units) and that the distance to a school be 2 miles for the IT and IS zoning districts. Public Hearing set for 10/14/21.</p> <p>On 10/14/21, City Council approved Ordinances 486-H and 485-H providing a process for City Council to review and potentially approve affordable housing developments in the Neighborhood Suburban, Neighborhood Traditional, Industrial Suburban and Industrial Traditional zoning districts. (adopted Ordinances attached as Form #4)</p>
	2022 status:			In 2022 AHAC recommends that the City establish a process for the review and monitoring of implementation of HB-1339 and the new SB 962 process adopted by Ord #520-H on 9/15/22, providing flexibility of land uses for affordable housing development purposes and explore opportunities for increased applicability.

	Incentives (Pursuant to Chapter 420, F.S)	Program Currently In Place		Status
		Yes	No	

	2023 Status:			A process for the implementation of HB1339 and SB962 was established in 2022 and updated in 2023 to reflect revisions required due to SB102. AHAC will continue to monitor.
	<b>2024 Update and/or recommendations:</b>			<b>To date, 3 Developments have received site plan approval using the HB 1339 process which is codified in City Code Chapter 17.5 Article VI. Two of the 3 have also had city funding approved and are working towards their financial closings and construction start. The 3<sup>rd</sup> is still finalizing &amp; assembling its funding sources.</b>  <b>AHAC will track HB1339 applications in comparison to Live Local Act site plan applications, see #18 below.</b>
<b>18</b>	<b>Implement revisions to Chapter 17.5 site plan approval process to bring into compliance with SB102 Live Local Act</b>	X (new in 2023)		NEW: AHAC Recommendation to Council: eliminate the current 60 unit minimum, to eliminate the 5 acre minimum altogether, waiving Council public hearing to match streamlined/administrative process for SB 102 projects.  Note: On 8/24/23, City Council voted to move forward on an amendment to reduce the current 60 unit minimum to 10 units, eliminate the 5-acre minimum altogether, eliminate the public hearing and add a 30-day public comment period.  The Public Hearing on the SB102 changes for Chapter 17.5 are scheduled for public hearing on 11/30/2023.
	<b>2024 Update and/or recommendations:</b>			<b>To date, 1 Live local Act site plan has been approved and 6 others are in various stages of pre-application review. One additional applicant is in very early planning stages.</b>  <b>AHAC will monitor implementation and supports the use of policy and zoning revisions that would encourage the use of the City's HB1339 and the WFH Density bonus process over the Live Local Act process so that more units will be produced for households with incomes 80% AMI or below.</b>
<b>19</b>	<b>Implement a local option property tax abatement process for eligible</b>	X (new in 2023)		NEW: AHAC Reviewed the draft ordinance and recommended that existing developments must have two of the three special circumstance conditions listed in the draft ordinance and the special circumstances related to



	Incentives (Pursuant to Chapter 420, F.S)	Program Currently In Place		Status
		Yes	No	

	affordable housing developments			<p>insurance should be a 50% insurance increase to receive 50% abatement.</p> <p>The draft ordinance was revised and sent to City Council where it passed after a Public Hearing on November 2, 2023. Ordinance 561-H.</p>
	2024 Update and/or recommendations:			<p><b>Glitch revisions to the City Code Chapter 28 were required as part of the local tax abatement implementation to clarify the definition of new construction and to revise the definition of special circumstance to indicate that the 15 years of affordability is additive to any current remaining affordability period, and to ensure a 50% increase in insurance costs is not caused by substantive changes in coverage. The glitch revisions were adopted by public hearing on April 4, 2024, Ord 575-H and the first 4 local tax abatements were certified and sent in May 2024 to the Pinellas County Property Appraiser for their final determinations.</b></p> <p><b>A future revision should be initiated to clarify that the 15 year extension of an affordability period would be cumulative to the longest existing affordability period on the property (whether it is a city restriction or a state or federal restriction).</b></p> <p><b>The AHAC requests that the Pinellas County AHAC consider recommending to the Board of County Commission that they adopt a Local Option Tax Exemption under Live Local so that both city and county taxes could be reduced for affordable housing development. AHAC Chair visited the Pinellas County AHAC on behalf of the City's AHAC to make this request.</b></p>

NOTE: The Synthetic TIF concept proposed by an AHAC member is currently being researched by the City's Economic Development Department and will be scheduled for discussion as part of the 2025 AHAC work plan.

2024 review 10/28/24

## **Appendix I**

### **Attachments to AHAC Incentives Chart**

# ATTACHMENTS TO AHAC INCENTIVES CHART

FORM #1

EXPEDITED PERMITTING



**CERTIFICATION**  
**OF AFFORDABLE/WORKFORCE HOUSING**  
**FOR THE EXPEDITED PERMIT PROCESSING PROGRAM**  
**OR FOR CITY CODE CHAPTER 16 PARKING AND DESIGN**  
**STANDARD INCENTIVES**

The City of St. Petersburg Planning and Development Services, Fire and Engineering Departments have all agreed to an expedited permit processing system for affordable/workforce housing developments that will provide a **10-day response time on the initial plan review**. The Expedited Permit Processing Program utilizes a streamlined review process to provide a financial savings for affordable housing developers. In addition, the City has recently amended Chapter 16 of the City Code to allow for reduced parking or reduced design requirements for certified/workforce housing developments. To determine if your application meets the definition of affordable/workforce housing for purposes of processing under this program, we need to ask a few questions. Please complete this form and submit it with the required attachments to:

City of St Petersburg  
Housing and Community Development (HCD) Department  
Attn: Mr. Joshua Johnson, Director  
PO Box 2842, St. Petersburg, FL 33731-2842

**Please attach a copy of:**

- o Aerial & Site Plan
- o Sample of the restrictive covenant that will be placed upon the property.  
EVIDENCE THAT THE RESTRICTIONS HAVE BEEN RECORDED  
IN PINELLAS COUNTY PUBLIC RECORDS MUST BE  
PRODUCED PRIOR TO THE BUILDING PERMIT BEING ISSUED.  
Note: Duration of the Restrictions for new construction of multifamily =  
minimum of 20 years and 5 years for single family.

**Section 1: Development Location, Zoning, and Ownership Information**

1. Please provide an accurate description of the property:

Development Name: \_\_\_\_\_

Address: \_\_\_\_\_

County Parcel Identification Number: \_\_\_\_\_

Legal Description: \_\_\_\_\_

\_\_\_\_\_

2. Please state the current land use and zoning district designations for the property:

Land Use: \_\_\_\_\_

Zoning: \_\_\_\_\_

3. Name, address, phone number and e-mail of Developer/Applicant:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Name, address, phone number, and e-mail of current land owner, if not the same as Developer/Applicant:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature of Property Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Property Owner: \_\_\_\_\_

4. Will the project be developed in phases? YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please provide a phasing plan identifying the number of Affordable/ Workforce Units by income designation in each phase.

**Section 2: Eligibility**

**Please place a check mark in the appropriate category below to indicate how your development is eligible for the Expedited Permit Processing Program:**

**A.** The proposed Residential or Mixed-Use Development has been **approved for a Workforce Housing Density/ Intensity Bonus** and prior to issuance of the building permit, a Restrictive Covenant will be recorded in the Official Record Books of Pinellas County.

**B.** The proposed Residential Development is being **funded by the City of St. Petersburg's Housing & Community Development Department** to produce or renovate housing where at least 50% of the units are affordable to households with incomes at or below 120% Area Median Income (AMI) as adjusted by household (HH) size and restrictive covenants will be recorded on the property.

**C.** The proposed Residential or Mixed-Use Development is a **Public/Private partnership (City or County)** or is located on City owned property, at least 50% of the total units produced or renovated will be restricted to households with incomes at or below 120% AMI, rents or sales prices will be affordable, and restrictive covenants will be recorded on the property.

- D.** The proposed Residential Development is **receiving Federal or State Funding** to produce or renovate housing where at least 50% of the units are affordable to households with incomes at or below 80% AMI and restrictive covenants will be recorded on the property.
- E.** The proposed single-family new construction will be affordable and sold to households with incomes at or below 120% AMI and **restrictive covenants** will be recorded on the property. Please complete the following tables to provide information regarding unit affordability.

**TABLE I. TOTAL Number of Units Proposed for the Development (including the affordable and workforce units affordable to households at or below 80% AMI or 120% AMI)**

<u>Type of Unit</u>	<u>Rental</u>	<u>Owner_Occupied (units for sale)</u>
Efficiency	_____	_____
1 Bedroom	_____	_____
2 Bedroom	_____	_____
3 Bedroom	_____	_____
4 Bedroom	_____	_____
<b>TOTAL Units</b>	_____	_____
<b>Number of above Units for 80% AMI or below HH</b>	_____	_____
<b>Number of above Units for 120% AMI or below HH</b>	_____	_____

**TABLE II. Rent or Proposed Sales Price for units at or below 80% AMI Units**

	<u>Rental</u>	<u>Proposed Rent *</u>	<u>Owner Occupied**</u>	<u>Proposed Sale Price</u>
Efficiency/1 bath				
1 bedroom/ 1 bath				
2 bedroom/ 1 bath				
2 bedroom/ 2 bath				
3 bedroom / 1 bath				
3 bedroom / 2 bath				
4 bedroom / 2 bath				
Total 80% Units				

Total bathrooms for 80% Units = \_\_\_\_\_

TABLE III. Rent or Proposed Sales Price for the 80.01% to 120% AMI Units

	Rental	Proposed Rent *	Owner Occupied**	Proposed Sale Price
Efficiency/1 bath				
1 bedroom/ 1 bath				
2 bedroom/ 1 bath				
2 bedroom/ 2 bath				
3 bedroom / 1 bath				
3 bedroom / 2 bath				
4 bedroom / 2 bath				
Total 120% Units				

Total bathrooms for 120% Units = \_\_\_\_\_

**\*A** The Current Florida Housing Finance Corporations Rent and Income Chart is attached, please ensure that proposed rents are within the published levels for 80% and 120% AMI.

**\*\*B** Please refer to the attached Home Purchase Affordability Charts to find the Maximum Sales Prices for 80% AMI & 120% AMI Households.

**Section 3: Commitment and Certification**

I acknowledge that I am voluntarily developing affordable units on the property identified in Section 1 and have truthfully provided the information in Sections 1 and 2 to demonstrate that the proposed development will meet the criteria to qualify for the City’s Affordable Housing Expedited Permit Processing Program or for the reduced parking or design standard allowed under Chapter 16 of the City Code.

Penalty for False or Fraudulent Statement:

Under Florida law, including but not limited to Chapter 817, Florida Statutes, fraud is both a tort and a crime and may be punishable as a felony.

Signature of Developer/Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of authorized signatory: \_\_\_\_\_

Once this Certification of Affordable/Workforce Housing Development form is signed by the Director of Housing & Community Development, the applicant is eligible to check the “Affordable Housing” box on the Development Services Permit Application Form and qualifies for the Expedited Permit Processing Program for Affordable Housing.

TOTAL NUMBER OF WATER CLOSETS ELIGIBLE FOR SEWER CONNECTION WAIVER FOR BUILDING #1 = \_\_\_\_

**\* IF MORE THAN 1 BUILDING – ATTACH A SEPARATE FORM FOR EACH BUILDING**

City of St. Petersburg, Florida:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Joshua A. Johnson, Director  
Housing & Community Development  
\_\_\_\_\_

HUD release: 4/2/2024  
 Effective: 4/1/2024

**2024 Income Limits and Rent Limits  
 Florida Housing Finance Corporation  
 SHIP and HHRP Programs**

County (Metro)	Percentage Category	Income Limit by Number of Persons in Household										Rent Limit by Number of Bedrooms in Unit					
		1	2	3	4	5	6	7	8	9	10	0	1	2	3	4	5
<b>Orange County</b> (Orlando-Kissimmee-Sanford MSA) Median: 90,400	30%	20,300	23,200	26,100	31,200	36,580	41,960	47,340	52,720	Refer to HUD		507	543	652	847	1,049	1,250
	50%	<b>33,800</b>	<b>38,600</b>	<b>43,450</b>	<b>48,250</b>	<b>52,150</b>	<b>56,000</b>	<b>59,850</b>	<b>63,700</b>	<b>67,550</b>	<b>71,410</b>	<b>845</b>	<b>905</b>	<b>1,086</b>	<b>1,255</b>	<b>1,400</b>	<b>1,544</b>
	80%	54,050	61,800	69,500	77,200	83,400	89,550	95,750	101,950	108,080	114,256	1,351	1,448	1,737	2,007	2,238	2,471
	120%	<b>81,120</b>	<b>92,640</b>	<b>104,280</b>	<b>115,800</b>	<b>125,160</b>	<b>134,400</b>	<b>143,640</b>	<b>152,880</b>	<b>162,120</b>	<b>171,384</b>	<b>2,028</b>	<b>2,172</b>	<b>2,607</b>	<b>3,012</b>	<b>3,360</b>	<b>3,706</b>
	140%	94,640	108,080	121,660	135,100	146,020	156,800	167,580	178,360	189,140	199,948	2,366	2,534	3,041	3,514	3,920	4,324
<b>Osceola County</b> (Orlando-Kissimmee-Sanford MSA) Median: 90,400	30%	20,300	23,200	26,100	31,200	36,580	41,960	47,340	52,720	Refer to HUD		507	543	652	847	1,049	1,250
	50%	<b>33,800</b>	<b>38,600</b>	<b>43,450</b>	<b>48,250</b>	<b>52,150</b>	<b>56,000</b>	<b>59,850</b>	<b>63,700</b>	<b>67,550</b>	<b>71,410</b>	<b>845</b>	<b>905</b>	<b>1,086</b>	<b>1,255</b>	<b>1,400</b>	<b>1,544</b>
	80%	54,050	61,800	69,500	77,200	83,400	89,550	95,750	101,950	108,080	114,256	1,351	1,448	1,737	2,007	2,238	2,471
	120%	<b>81,120</b>	<b>92,640</b>	<b>104,280</b>	<b>115,800</b>	<b>125,160</b>	<b>134,400</b>	<b>143,640</b>	<b>152,880</b>	<b>162,120</b>	<b>171,384</b>	<b>2,028</b>	<b>2,172</b>	<b>2,607</b>	<b>3,012</b>	<b>3,360</b>	<b>3,706</b>
	140%	94,640	108,080	121,660	135,100	146,020	156,800	167,580	178,360	189,140	199,948	2,366	2,534	3,041	3,514	3,920	4,324
<b>Palm Beach County</b> (W Palm Bch-Boca Raton HMFA; Miami-Ft. Lauderdale-West Palm Bch) Median: 104,000	30%	22,550	25,750	28,950	32,150	36,580	41,960	47,340	52,720	Refer to HUD		563	603	723	859	1,049	1,250
	50%	<b>37,500</b>	<b>42,850</b>	<b>48,200</b>	<b>53,550</b>	<b>57,850</b>	<b>62,150</b>	<b>66,400</b>	<b>70,700</b>	<b>74,970</b>	<b>79,254</b>	<b>937</b>	<b>1,004</b>	<b>1,205</b>	<b>1,392</b>	<b>1,553</b>	<b>1,713</b>
	80%	60,000	68,550	77,100	85,650	92,550	99,400	106,250	113,100	119,952	126,806	1,500	1,606	1,927	2,227	2,485	2,741
	120%	<b>90,000</b>	<b>102,840</b>	<b>115,680</b>	<b>128,520</b>	<b>138,840</b>	<b>149,160</b>	<b>159,360</b>	<b>169,680</b>	<b>179,928</b>	<b>190,210</b>	<b>2,250</b>	<b>2,410</b>	<b>2,892</b>	<b>3,342</b>	<b>3,729</b>	<b>4,113</b>
	140%	105,000	119,980	134,960	149,940	161,980	174,020	185,920	197,960	209,916	221,911	2,625	2,812	3,374	3,899	4,350	4,798
<b>Pasco County</b> (Tampa-St.Petersburg-Clearwater MSA) Median: 92,000	30%	20,100	22,950	25,820	31,200	36,580	41,960	47,340	52,720	Refer to HUD		502	538	645	847	1,049	1,250
	50%	<b>33,450</b>	<b>38,200</b>	<b>43,000</b>	<b>47,750</b>	<b>51,600</b>	<b>55,400</b>	<b>59,250</b>	<b>63,050</b>	<b>66,850</b>	<b>70,670</b>	<b>836</b>	<b>895</b>	<b>1,075</b>	<b>1,241</b>	<b>1,385</b>	<b>1,528</b>
	80%	53,500	61,150	68,800	76,400	82,550	88,650	94,750	100,850	106,960	113,072	1,337	1,433	1,720	1,986	2,216	2,445
	120%	<b>80,280</b>	<b>91,680</b>	<b>103,200</b>	<b>114,600</b>	<b>123,840</b>	<b>132,960</b>	<b>142,200</b>	<b>151,320</b>	<b>160,440</b>	<b>169,608</b>	<b>2,007</b>	<b>2,149</b>	<b>2,580</b>	<b>2,980</b>	<b>3,324</b>	<b>3,669</b>
	140%	93,660	106,960	120,400	133,700	144,480	155,120	165,900	176,540	187,180	197,876	2,341	2,507	3,010	3,477	3,878	4,280
<b>Pinellas County</b> (Tampa-St.Petersburg-Clearwater MSA) Median: 92,000	30%	20,100	22,950	25,820	31,200	36,580	41,960	47,340	52,720	Refer to HUD		502	538	645	847	1,049	1,250
	50%	<b>33,450</b>	<b>38,200</b>	<b>43,000</b>	<b>47,750</b>	<b>51,600</b>	<b>55,400</b>	<b>59,250</b>	<b>63,050</b>	<b>66,850</b>	<b>70,670</b>	<b>836</b>	<b>895</b>	<b>1,075</b>	<b>1,241</b>	<b>1,385</b>	<b>1,528</b>
	80%	53,500	61,150	68,800	76,400	82,550	88,650	94,750	100,850	106,960	113,072	1,337	1,433	1,720	1,986	2,216	2,445
	120%	<b>80,280</b>	<b>91,680</b>	<b>103,200</b>	<b>114,600</b>	<b>123,840</b>	<b>132,960</b>	<b>142,200</b>	<b>151,320</b>	<b>160,440</b>	<b>169,608</b>	<b>2,007</b>	<b>2,149</b>	<b>2,580</b>	<b>2,980</b>	<b>3,324</b>	<b>3,669</b>
	140%	93,660	106,960	120,400	133,700	144,480	155,120	165,900	176,540	187,180	197,876	2,341	2,507	3,010	3,477	3,878	4,280
<b>Polk County</b> (Lakeland-Winter Haven MSA) Median: 76,400	30%	16,050	20,440	25,820	31,200	36,580	41,960	47,340	50,450	Refer to HUD		401	456	645	847	1,049	1,222
	50%	<b>26,750</b>	<b>30,600</b>	<b>34,400</b>	<b>38,200</b>	<b>41,300</b>	<b>44,350</b>	<b>47,400</b>	<b>50,450</b>	<b>53,480</b>	<b>56,536</b>	<b>668</b>	<b>716</b>	<b>860</b>	<b>993</b>	<b>1,108</b>	<b>1,223</b>
	80%	42,800	48,900	55,000	61,100	66,000	70,900	75,800	80,700	85,568	90,458	1,070	1,146	1,375	1,588	1,772	1,956
	120%	<b>64,200</b>	<b>73,440</b>	<b>82,560</b>	<b>91,680</b>	<b>99,120</b>	<b>106,440</b>	<b>113,760</b>	<b>121,080</b>	<b>128,352</b>	<b>135,686</b>	<b>1,605</b>	<b>1,720</b>	<b>2,064</b>	<b>2,385</b>	<b>2,661</b>	<b>2,935</b>
	140%	74,900	85,680	96,320	106,960	115,640	124,180	132,720	141,260	149,744	158,301	1,872	2,007	2,408	2,782	3,104	3,424

Florida Housing Finance Corporation (FHFC) income and rent limits are based upon figures provided by the United States Department of Housing and Urban Development (HUD) and are subject to change. Updated schedules will be provided when changes occur.



# ATTACHMENTS TO AHAC INCENTIVES CHART

## FORM #2

### REDUCED MIF LIHH CERTIFICATION



**CERTIFICATION**  
**OF DESIGNATED AFFORDABLE HOUSING**  
**FOR THE REDUCED MULTIMODAL IMPACT FEE**

To determine if the unit proposed for construction listed below meets the definition of “designated low-income unit” as a component of an affordable housing incentive program, we need to ask a few questions. Please complete this form and submit it with the required attachments to:

City of St Petersburg  
Housing and Community Development (HCD) Department  
Attn: Mr. Joshua Johnson, Director  
PO Box 2842, St. Petersburg, FL 33731-2842

**Please attach a copy of:**

AN EXECUTED AGREEMENT OR RECORDED DOCUMENT TO EVIDENCE RENT AND INCOME RESTRICTIONS MEET THE REQUIREMENTS BELOW.

Duration of the Restrictions for new construction of multifamily = minimum of 20 years and 5 years for single family.

Rent & Income for new construction of **multifamily= 60% AMI or below units**

Rent & Income for **single family = 80% AMI or below**

**Section 1: Development Location, Zoning, and Ownership Information**

1. Please provide an accurate description of the property:

Development Name: \_\_\_\_\_

Address: \_\_\_\_\_

County Parcel Identification Number: \_\_\_\_\_

Legal Description: \_\_\_\_\_

\_\_\_\_\_

2. BUILDING PERMIT NUMBER: \_\_\_\_\_

DATE OF PERMIT APPLICATION: \_\_\_\_\_

3. Name, address, phone number and e-mail of Developer/Applicant:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Name, address, phone number, and e-mail of current landowner, if not the same as Developer/Applicant:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature of Property Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Property Owner: \_\_\_\_\_

**Section 2: ELIGIBILITY CALCULATION:**

**A. SINGLE FAMILY: Unit is restricted to Household with income at or below 80% AMI for a minimum of 5 years?**

YES: \_\_\_\_\_ NO: \_\_\_\_\_

**SINGLE FAMILY: Unit is between 1-1,500 sq. ft. of heated, habitable living area?**

YES: \_\_\_\_\_ NO: \_\_\_\_\_

**CITY: ELIGIBLE FOR SINGLE FAMILY LIHH FEE? YES \_\_\_\_\_ OR NO \_\_\_\_\_**

**B. MULTI-FAMILY**

Type	Number of Units Restricted to HH at 60% AMI or below	Number of <u>Unrestricted Units or</u> Units with income <u>restrictions higher</u> than 60% AMI	TOTAL Units in the development
UNITS			
CITY ONLY BELOW THIS LINE:			
Schedule A LIHH Fee of \$753 per unit			
Reg Schedule A Fee of \$1,420			
Schedule B LIHH Fee of \$557 per unit			
Reg Schedule B Fee of \$972 per unit			

**Section 3: Commitment and Certification**

I acknowledge that I have truthfully provided the information in this application to demonstrate that the proposed development will meet the criteria to qualify for the reduced Multimodal Impact fee as allowed under Pinellas County Ordinance 19-15.

Penalty for False or Fraudulent Statement:

Under Florida law, including but not limited to Chapter 817, Florida Statutes, fraud is both a tort and a crime and may be punishable as a felony.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of authorized signatory: \_\_\_\_\_

**Once this Certification form is signed by the Director of Housing & Community Development, the applicant is eligible FOR THE REDUCED MULTIMODAL IMPACT FEES INDICATED FOR LOW INCOME HOUSEHOLDS (LIHH) as allowed under Pinellas County Ordinance 19-15 adopted 7/25/19.**

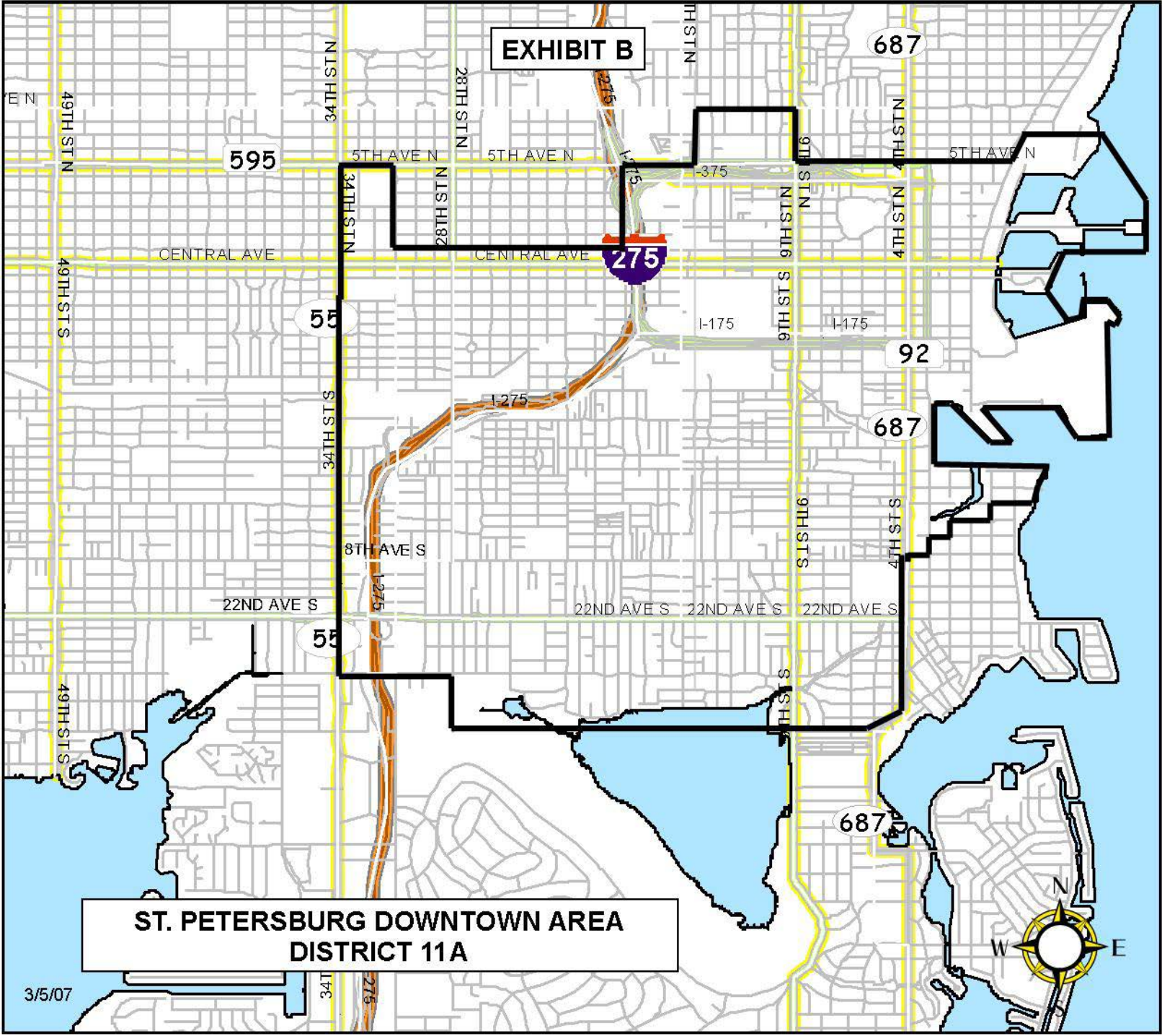
City of St. Petersburg, Florida:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Joshua A. Johnson, Director  
Housing & Community Development

**EXHIBIT B**



**ST. PETERSBURG DOWNTOWN AREA  
DISTRICT 11A**

# Multimodal Impact Fee Amendment

- Amends the Land Development Code, Chapter 150 Impact Fees
- New rates for Multi-Family low income household projects
  - Local certification
- Single family residential assessed according to size (heated living area square footage)
- Fees are collected at permit issuance

Schedule A. General Fee Schedule		Schedule B. Downtown Area Fee Schedule	
Land Use Type		Land Use Type	Fee Per Unit
Residential:		Residential:	
Single-family:		Single-family:	\$1,529
<u>0-1,500 sq. ft.</u>		<u>0-1,500 sq. ft.</u>	<u>\$1,003</u>
<u>1,501 - 2,499 sq. ft.</u>		<u>1,501 - 2,499 sq. ft.</u>	<u>\$1,242</u>
<u>2,500 sq. ft. and over</u>		<u>2,500 sq. ft. and over</u>	<u>\$1,529</u>
<u>0-1,500 sq. ft. LIHH</u>		<u>0-1,500 sq. ft. LIHH</u>	<u>\$653</u>
Multi-family		Multi-family	\$972
<u>Multi-family LIHH*</u>		<u>Multi-family LIHH*</u>	<u>\$557</u>

HUD release: 4/2/2024  
 Effective: 4/1/2024

**2024 Income Limits and Rent Limits  
 Florida Housing Finance Corporation  
 SHIP and HHRP Programs**

County (Metro)	Percentage Category	Income Limit by Number of Persons in Household										Rent Limit by Number of Bedrooms in Unit					
		1	2	3	4	5	6	7	8	9	10	0	1	2	3	4	5
<b>Orange County</b> (Orlando-Kissimmee-Sanford MSA) Median: 90,400	30%	20,300	23,200	26,100	31,200	36,580	41,960	47,340	52,720	Refer to HUD		507	543	652	847	1,049	1,250
	50%	<b>33,800</b>	<b>38,600</b>	<b>43,450</b>	<b>48,250</b>	<b>52,150</b>	<b>56,000</b>	<b>59,850</b>	<b>63,700</b>	<b>67,550</b>	<b>71,410</b>	<b>845</b>	<b>905</b>	<b>1,086</b>	<b>1,255</b>	<b>1,400</b>	<b>1,544</b>
	80%	54,050	61,800	69,500	77,200	83,400	89,550	95,750	101,950	108,080	114,256	1,351	1,448	1,737	2,007	2,238	2,471
	120%	<b>81,120</b>	<b>92,640</b>	<b>104,280</b>	<b>115,800</b>	<b>125,160</b>	<b>134,400</b>	<b>143,640</b>	<b>152,880</b>	<b>162,120</b>	<b>171,384</b>	<b>2,028</b>	<b>2,172</b>	<b>2,607</b>	<b>3,012</b>	<b>3,360</b>	<b>3,706</b>
	140%	94,640	108,080	121,660	135,100	146,020	156,800	167,580	178,360	189,140	199,948	2,366	2,534	3,041	3,514	3,920	4,324
<b>Osceola County</b> (Orlando-Kissimmee-Sanford MSA) Median: 90,400	30%	20,300	23,200	26,100	31,200	36,580	41,960	47,340	52,720	Refer to HUD		507	543	652	847	1,049	1,250
	50%	<b>33,800</b>	<b>38,600</b>	<b>43,450</b>	<b>48,250</b>	<b>52,150</b>	<b>56,000</b>	<b>59,850</b>	<b>63,700</b>	<b>67,550</b>	<b>71,410</b>	<b>845</b>	<b>905</b>	<b>1,086</b>	<b>1,255</b>	<b>1,400</b>	<b>1,544</b>
	80%	54,050	61,800	69,500	77,200	83,400	89,550	95,750	101,950	108,080	114,256	1,351	1,448	1,737	2,007	2,238	2,471
	120%	<b>81,120</b>	<b>92,640</b>	<b>104,280</b>	<b>115,800</b>	<b>125,160</b>	<b>134,400</b>	<b>143,640</b>	<b>152,880</b>	<b>162,120</b>	<b>171,384</b>	<b>2,028</b>	<b>2,172</b>	<b>2,607</b>	<b>3,012</b>	<b>3,360</b>	<b>3,706</b>
	140%	94,640	108,080	121,660	135,100	146,020	156,800	167,580	178,360	189,140	199,948	2,366	2,534	3,041	3,514	3,920	4,324
<b>Palm Beach County</b> (W Palm Bch-Boca Raton HMFA; Miami-Ft. Lauderdale-West Palm Bch) Median: 104,000	30%	22,550	25,750	28,950	32,150	36,580	41,960	47,340	52,720	Refer to HUD		563	603	723	859	1,049	1,250
	50%	<b>37,500</b>	<b>42,850</b>	<b>48,200</b>	<b>53,550</b>	<b>57,850</b>	<b>62,150</b>	<b>66,400</b>	<b>70,700</b>	<b>74,970</b>	<b>79,254</b>	<b>937</b>	<b>1,004</b>	<b>1,205</b>	<b>1,392</b>	<b>1,553</b>	<b>1,713</b>
	80%	60,000	68,550	77,100	85,650	92,550	99,400	106,250	113,100	119,952	126,806	1,500	1,606	1,927	2,227	2,485	2,741
	120%	<b>90,000</b>	<b>102,840</b>	<b>115,680</b>	<b>128,520</b>	<b>138,840</b>	<b>149,160</b>	<b>159,360</b>	<b>169,680</b>	<b>179,928</b>	<b>190,210</b>	<b>2,250</b>	<b>2,410</b>	<b>2,892</b>	<b>3,342</b>	<b>3,729</b>	<b>4,113</b>
	140%	105,000	119,980	134,960	149,940	161,980	174,020	185,920	197,960	209,916	221,911	2,625	2,812	3,374	3,899	4,350	4,798
<b>Pasco County</b> (Tampa-St.Petersburg-Clearwater MSA) Median: 92,000	30%	20,100	22,950	25,820	31,200	36,580	41,960	47,340	52,720	Refer to HUD		502	538	645	847	1,049	1,250
	50%	<b>33,450</b>	<b>38,200</b>	<b>43,000</b>	<b>47,750</b>	<b>51,600</b>	<b>55,400</b>	<b>59,250</b>	<b>63,050</b>	<b>66,850</b>	<b>70,670</b>	<b>836</b>	<b>895</b>	<b>1,075</b>	<b>1,241</b>	<b>1,385</b>	<b>1,528</b>
	80%	53,500	61,150	68,800	76,400	82,550	88,650	94,750	100,850	106,960	113,072	1,337	1,433	1,720	1,986	2,216	2,445
	120%	<b>80,280</b>	<b>91,680</b>	<b>103,200</b>	<b>114,600</b>	<b>123,840</b>	<b>132,960</b>	<b>142,200</b>	<b>151,320</b>	<b>160,440</b>	<b>169,608</b>	<b>2,007</b>	<b>2,149</b>	<b>2,580</b>	<b>2,980</b>	<b>3,324</b>	<b>3,669</b>
	140%	93,660	106,960	120,400	133,700	144,480	155,120	165,900	176,540	187,180	197,876	2,341	2,507	3,010	3,477	3,878	4,280
<b>Pinellas County</b> (Tampa-St.Petersburg-Clearwater MSA) Median: 92,000	30%	20,100	22,950	25,820	31,200	36,580	41,960	47,340	52,720	Refer to HUD		502	538	645	847	1,049	1,250
	50%	<b>33,450</b>	<b>38,200</b>	<b>43,000</b>	<b>47,750</b>	<b>51,600</b>	<b>55,400</b>	<b>59,250</b>	<b>63,050</b>	<b>66,850</b>	<b>70,670</b>	<b>836</b>	<b>895</b>	<b>1,075</b>	<b>1,241</b>	<b>1,385</b>	<b>1,528</b>
	80%	53,500	61,150	68,800	76,400	82,550	88,650	94,750	100,850	106,960	113,072	1,337	1,433	1,720	1,986	2,216	2,445
	120%	<b>80,280</b>	<b>91,680</b>	<b>103,200</b>	<b>114,600</b>	<b>123,840</b>	<b>132,960</b>	<b>142,200</b>	<b>151,320</b>	<b>160,440</b>	<b>169,608</b>	<b>2,007</b>	<b>2,149</b>	<b>2,580</b>	<b>2,980</b>	<b>3,324</b>	<b>3,669</b>
	140%	93,660	106,960	120,400	133,700	144,480	155,120	165,900	176,540	187,180	197,876	2,341	2,507	3,010	3,477	3,878	4,280
<b>Polk County</b> (Lakeland-Winter Haven MSA) Median: 76,400	30%	16,050	20,440	25,820	31,200	36,580	41,960	47,340	50,450	Refer to HUD		401	456	645	847	1,049	1,222
	50%	<b>26,750</b>	<b>30,600</b>	<b>34,400</b>	<b>38,200</b>	<b>41,300</b>	<b>44,350</b>	<b>47,400</b>	<b>50,450</b>	<b>53,480</b>	<b>56,536</b>	<b>668</b>	<b>716</b>	<b>860</b>	<b>993</b>	<b>1,108</b>	<b>1,223</b>
	80%	42,800	48,900	55,000	61,100	66,000	70,900	75,800	80,700	85,568	90,458	1,070	1,146	1,375	1,588	1,772	1,956
	120%	<b>64,200</b>	<b>73,440</b>	<b>82,560</b>	<b>91,680</b>	<b>99,120</b>	<b>106,440</b>	<b>113,760</b>	<b>121,080</b>	<b>128,352</b>	<b>135,686</b>	<b>1,605</b>	<b>1,720</b>	<b>2,064</b>	<b>2,385</b>	<b>2,661</b>	<b>2,935</b>
	140%	74,900	85,680	96,320	106,960	115,640	124,180	132,720	141,260	149,744	158,301	1,872	2,007	2,408	2,782	3,104	3,424

Florida Housing Finance Corporation (FHFC) income and rent limits are based upon figures provided by the United States Department of Housing and Urban Development (HUD) and are subject to change. Updated schedules will be provided when changes occur.

ATTACHMENTS TO AHAC INCENTIVES CHART

FORM #3

HOUSING AFFORDABILITY IMPACT STATEMENT



## City of St. Petersburg Housing Affordability Impact Statement

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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:**

**II. Policy, Procedure, Regulation, or Comprehensive Plan Amendment Under Consideration for adoption by Ordinance or Resolution:**

**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  (No further explanation required.)

Yes  Explanation:

If Yes, the **per unit cost increase** associated with this proposed policy change is estimated to be:  
\$ \_\_\_\_\_.

B. Will the proposed policy, procedure, regulation, plan amendment, etc. increase the time needed for housing development approvals?

No  (No further explanation required)

Yes  Explanation:

**IV: Certification**

It is important that new local laws which could counteract or negate local, state and federal reforms and incentives created for the housing construction industry receive due consideration. If the adoption of the proposed regulation is imperative to protect the public health, safety and welfare, and therefore its public purpose outweighs the need to continue the community's ability to provide affordable housing, please explain below:

CHECK ONE:

- 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.)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
Date

OR

- The proposed regulation, policy, procedure, or comprehensive plan amendment being proposed by resolution or ordinance *will increase housing costs* in the City of St. Petersburg. (Please attach this Impact Statement to City Council Material, and provide a copy to Housing and Community Development department.)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
Date

Copies to: City Clerk  
Joshua A. Johnson, Director, Housing and Community Development

ATTACHMENTS TO AHAC INCENTIVES CHART

ORDINANCES REVISING CHAPTER 17.5 AND  
CHAPTER 16 TO IMPLEMENT SB 102 "LIVE  
LOCAL" FLEXIBILITY

Form #4



## ST. PETERSBURG CITY COUNCIL

### Meeting of November 30, 2023

**TO:** The Honorable Brandi Gabbard, Chair, and Members of City Council

**SUBJECT:** Proposed text amendments to the City Code of Ordinances Chapter 16 (Land Development Regulations) and Chapter 17.5 (Housing Assistance) pertaining to an update to the existing alternative housing affordability site plan review process related to SB 102 known as the “Live Local Act”. (City File: LDR 2023-03 and Chapter 17.5 Amendments):

Ordinance 565-H, an ordinance of the City of St. Petersburg, Florida amending the City’s Land Development Regulations; amending Section 16.01.040. to preclude application of the Land Development Regulations to certain affordable housing projects approved pursuant to Section 166.04151(6) or pursuant to 166.04151(7)(a), Florida Statutes; and providing an effective date.

Ordinance 564-H, an ordinance of the City of St. Petersburg, Florida amending Chapter 17.5 of the City code related to housing assistance; amending the existing process pursuant to Sections 166.04151(6) and 166.04151(7)(a), Florida Statutes, wherein the City may administratively approve the development of housing that is affordable in designated zoning categories subject to procedural and site compatibility requirements; providing for severability; and providing an effective date.

### **BACKGROUND:**

In 2020, the Florida State Legislature passed House Bill 1339, which included a provision permitting the governing body of a municipality to approve an affordable and/or workforce development on any parcel zoned for residential, commercial or industrial. In 2021, three ordinances were adopted which permitted City Council to review and potentially approve affordable and/or workforce development proposals in Neighborhood Traditional, Neighborhood Suburban, Industrial Traditional and Industrial Suburban zoning districts without requiring a rezoning or change of Future Land Use. The ordinance which included the process and review criteria for City Council to follow is included in Chapter 17.5 of the City Code. In the 2023 legislative session, Senate Bill 102 (SB 102) known as the “Live Local Act” was passed and signed by the governor. SB 102 included the following two subsections (changes shown in strike-through/underline format):

*(6) Notwithstanding any other law or local ordinance or regulation to the contrary, the governing body of a municipality may approve the development of housing that is affordable, as 433 defined in s. 420.0004, including, but not limited to, a mixed-use residential development, on any parcel zoned for ~~residential~~, commercial or industrial use; and*

(7)(a) A municipality must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use if at least 40 percent of the residential units in a proposed multifamily rental development are, for a period of at least 30 years, affordable as defined in s. 420.0004. Notwithstanding any other law, local ordinance, or regulation to the contrary, a municipality may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection. For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes.

The purpose of these amendments is as follows:

1. To bring Chapter 16 into conformance with this statutory change by amending 16.01.040 to delete the “residential” option previously allowed under subsection (6) and to add the language from subsection (7)(a) requiring administrative approval for qualifying projects. The related change to the Comprehensive Plan was approved by City Council on September 28, 2023 (LGCP 2023-02); and
2. Modify the Affordable Housing Site Plan Approval process (Section 17.5-111 ) in response to SB 102, the “Live Local Act” as follows:
  - Add an Administrative process for 40% Mandatory projects (F.S. Section 166.04151(7)(a)), subject to same minimum review criteria as 30% projects;
  - Establish Neighborhood Suburban Multi-family (NSM) as the standard for Industrial zoning districts;
  - Amend standards for 30% Optional Projects (F.S. Section 166.04151(6)) as follows:
    - Eliminate the 5-acre minimum for industrial zoning districts
    - Reduce 60-unit minimum to 10-unit minimum for industrial zoning districts
    - Change process to Administrative, eliminating the required Public Hearing
  - Add an Appeal process for applicants; and
  - Add a 30-day Public Comment Period

## **RECOMMENDATION:**

Administration: City staff recommends APPROVAL.

Public Input: No public comments have been received at this time. On September 19, 2023, staff presented the changes to the Affordable Housing Advisory Committee. There were no questions or concerns expressed by the committee. The development community has been provided opportunity for comments and questions and none have been received.

Development Review Commission (DRC): On June 7, 2023, the DRC conducted a public hearing regarding the Comprehensive Plan text amendment and by a vote of 6 to 1 made a finding of internal consistency with the City’s Comprehensive Plan.

Previous City Council Action: At the Committee of the Whole meetings on July 27 and August 24, 2023, staff provided presentations on the Live Local Act and options for amending the Affordable Housing Site Plan Review process in Chapter 17.5. The committee voted for staff to bring back the attached ordinance changes.

## Recommended City Council Action:

- 1) CONDUCT the second reading and adopt the attached proposed ordinances for November 30, 2023

Attachments: Ordinances and DRC Staff Report

Ord. No. 565-H

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA AMENDING THE CITY'S LAND DEVELOPMENT REGULATIONS; AMENDING SECTION 16.01.040. TO PRECLUDE APPLICATION OF THE LAND DEVELOPMENT REGULATIONS TO CERTAIN AFFORDABLE HOUSING PROJECTS APPROVED PURSUANT TO SECTION 166.04151(6) OR PURSUANT TO 166.04151(7)(a), FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

The City of St. Petersburg does ordain:

**SECTION ONE.** Section 16.01.040. of the St. Petersburg City Code is hereby amended to read as follows:

**Sec. 16.01.040. - Applicability.**

This chapter applies to all development in the City, except for Affordable Housing projects approved pursuant to F.S. 166.04151(6), which states, in pertinent part, that notwithstanding any other law or local ordinance or regulation to the contrary, the governing body of a municipality may approve the development of housing that is affordable, as defined in s. 420.0004, on any parcel zoned for ~~residential~~ commercial or industrial use or pursuant to F.S. 166.04151(7)(a), which states, in pertinent part, a municipality must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use if at least 40 percent of the residential units in a proposed multifamily rental development are, for a period of at least 30 years, affordable as defined in s. 420.0004. No development shall be undertaken except as authorized by this chapter. No structure shall be erected, converted, enlarged, reconstructed or structurally altered, nor shall any structure or land be used or occupied which does not comply with all the regulations established by this chapter for the district in which the building or land is located. When a violation of this chapter exists on any property, no development permits shall be issued for such property, except permits which are necessary to correct the violation or for necessary maintenance, until the violation is corrected.


**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.

**SECTION THREE.** 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.

LEGAL:

DEPARTMENT:

  
\_\_\_\_\_  
Assistant City Attorney  
00705466.docx

  
\_\_\_\_\_

Ord. No. 564-H

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA AMENDING CHAPTER 17.5 OF THE CITY CODE RELATED TO HOUSING ASSISTANCE; AMENDING THE EXISTING PROCESS PURSUANT TO SECTIONS 166.04151(6) AND 166.04151(7(a), FLORIDA STATUTES, WHEREIN THE CITY MAY ADMINISTRATIVELY APPROVE THE DEVELOPMENT OF HOUSING THAT IS AFFORDABLE IN DESIGNATED ZONING CATEGORIES SUBJECT TO PROCEDURAL AND SITE COMPATIBILITY REQUIREMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The City of St. Petersburg does ordain:

**SECTION ONE.** Section 17.5-19. of the St. Petersburg City Code is hereby amended to read as follows:

**Sec. 17.5-19. Intent and purpose.**

- (a) The intent of the local housing assistance program (the program) is:
- (1) To increase the availability of affordable housing units by combining local resources and cost-saving measures into a local housing partnership and using public funds to leverage private funds, thereby reducing the cost of housing;
  - (2) To assist in achieving the growth management goals contained in the adopted local comprehensive plan, by allowing more efficient use of land so as to provide housing units that are affordable to persons who have special housing needs, very-low income, low-income, or moderate-income;
  - (3) To promote innovative design of eligible housing that provides cost savings; flexible design options for housing and development such as the combination of architectural styles, building forms, and development requirements; and positive design features such as orientation towards the street and pedestrian access, without compromising the quality of the eligible housing;
  - (4) To promote mixed-income housing in urban and suburban areas so as to provide increased housing and economic opportunities for persons who have special housing needs, or have very low-income, low-income, or moderate-income; and
  - (5) To build the organizational and technical capacity of community-based organizations so as to optimize the role of community-based organizations in the production of affordable housing.



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- (6) To provide for a process pursuant to F.S. §§ 166.04151(6) and 166.04151(7)(a) for ~~City Council~~ administrative review of affordable housing projects that ~~are~~ may not otherwise be allowed under Chapter 16 of City Code.
- (b) The purpose of this article is to aid in achieving the intent of the program while providing for:
- (1) Protection of natural resources;
  - (2) Enhancement of the viability of public transit, pedestrian circulation, and non-motorized modes of transportation;
  - (3) Community development and economic growth; and
  - (4) A strong sense of community through increased social and economic integration.

**SECTION TWO.** Section 17.5-110. of the St. Petersburg City Code is hereby amended to read as follows:

**Sec. 17.5-110. Intent and purpose.**

The City recognizes that housing affordability continues to be an important issue to the citizens of St. Petersburg. The City further recognizes that its Land Development Regulations (LDRs) may sometimes be an impediment to the establishment of affordable housing on certain sites that may otherwise be appropriate for such development. The intent and purpose of this article is to create an alternative process to that which is outlined in the City's LDRs for the provision of affordable housing in certain ~~residential~~ commercial and industrial areas of the City, pursuant to F.S. §§ 166.04151(6) and 166.04151(7)(a). Approvals sought pursuant to this article shall meet the procedural requirements set forth herein, in addition to the standards for review related to the compatibility of the development with its neighborhood.

**SECTION THREE.** Section 17.5-111. of the City Code is hereby amended to read as follows:

**Sec. 17.5-111. Qualifying property.**

To qualify for application for the affordable housing site plan approval process, property shall meet the following minimum criteria:

- (a) The property shall have a current zoning designation of ~~Neighborhood Traditional, Neighborhood Suburban, Industrial Traditional or Industrial Suburban.~~ Commercial Corridor Traditional (CCT), Commercial Corridor Suburban (CCS), Industrial Suburban (IS), Industrial Traditional (IT), Downtown Center (DC) Regional Center (RC), Employment Center(EC), or Institutional Center (IC)
- (b) ~~Property located in a Neighborhood Traditional or Neighborhood Suburban zoning district shall have a minimum lot size of one acre.~~
- (c) ~~Property located in an Industrial Traditional or Industrial Suburban zoning district shall have a minimum lot size of five acres.~~
- (d) ~~The development proposal in a Neighborhood Traditional or Neighborhood Suburban zoning district shall consist of 20 or more dwelling units.~~

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- (b) The development proposal submitted for review pursuant to F.S. § 166.04151(6) in an ~~Industrial Traditional or Industrial Suburban~~ IT or IS zoning district shall consist of ~~60~~ 10 or more dwelling units.
- (c) Projects submitted for review pursuant to F.S. § 166.04151(6) ~~Property~~ located in an Industrial Traditional or Industrial Suburban zoning district shall meet the following additional location criteria:
- (1) Shall be located within two miles of a public school including a vocational school;
  - (2) Shall be located within a ¼ mile of a PSTA bus line;
  - (3) Shall be located within one mile of a grocery store; and
  - (4) Shall be located within one mile of the Pinellas Trail or City park.
- (d) All of the proposed dwelling units shall have a restrictive covenant that requires the dwelling units to be affordable to qualified buyers or renters at 120 percent of area median income or below for a minimum period of 30 years. Notwithstanding the foregoing, development proposals submitted for review pursuant to F.S. § 166.04151(6) ~~within an Industrial Traditional or Industrial Suburban zoning district consisting of 300 or more dwelling units~~ may designate no less than 30 percent of the proposed dwelling units as affordable so long as 50 percent of those dwelling units are designated as affordable to qualified buyers or renters at 80 percent of area median income or below for a minimum period of 30 years, ~~and the developer of the project agrees to not apply for or receive funding under F.S. § 420.5087.~~

Notwithstanding the foregoing, development proposals submitted for review pursuant to F.S. § 166.04151(7)(a) shall designate no less than 40 percent of the proposed dwelling units as affordable to renters at 120 percent of area median income or below for a minimum period of 30 years.

- (e) For mixed use projects on a property, other permitted uses besides affordable housing sought pursuant to this section are subject to Chapter 16 of the City Code. However, for development proposals submitted for review pursuant to F.S. § 166.04151(6) within an Industrial Traditional or Industrial Suburban zoning district, accessory commercial uses such as cafes, restaurants, drug stores or pharmacies, and grocery stores up to 10,000 square feet are exempt from this requirement.
- (f) For development proposals submitted pursuant to F.S. § 166.04151(7)(a), projects shall have a maximum density of 82 dwelling units per acre and maximum height shall be the highest currently allowed height for a commercial or residential development located within 1 mile of the proposed development or 3 stories, whichever is higher. Projects located in Industrial zoning districts shall follow the land development regulations of the Neighborhood Suburban Multi-family-1 (NSM-1) District; projects located in commercial/mixed-use districts shall follow the district standards of the underlying commercial/mixed-use district.
- (g) There shall be no variances granted to these criteria.
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**SECTION FOUR.** Section 17.5-114. of the St. Petersburg City Code is hereby amended to read as follows:

**Sec. 17.5-114. Definitions.**

As used in this section:

*Applicant* means the person who requested the decision.

*Application* means an application or request for approval of an affordable housing development pursuant to F.S. § 166.04151(6) or § 166.04151(7)(a).

*Decision* means a decision of the POD or a decision of City Council.

*Render* means, with respect to decisions of the POD, that the decision has been reduced to writing, signed by the POD, and mailed or delivered to the applicant. ~~With respect to decisions by City Council, the term means a vote has been taken and the results have been announced by the City Clerk.~~

**SECTION FIVE.** Section 17.5-115. of the St. Petersburg City Code is hereby amended to read as follows:

**Sec. 17.5-115. Supplemental notice.**

(a) *Notice requirements.* The supplemental notice set forth in this section ~~for public hearing~~ shall be provided for all ~~public hearings before the City Council projects.~~

(b) *Notification.* The City Council recognizes the importance for community involvement in many proceedings for which notice is not required by Florida Statutes. In an attempt to facilitate such involvement, and to provide notification of such proceedings to property owners and residents in nearby neighborhoods and to other interested parties, it is the intent of the City Council to provide the following supplemental notice.

(1) *Written notice.* Notice shall be mailed by the applicant to all neighborhood associations and business association representatives within 300-feet of the subject application, the Council of Neighborhood Associations (CONA), ~~and the Federation on Inner City Community Organizations (FICO)~~ and the owners of property listed by the county property appraiser's office, any portion of which is within 300 feet of any portion of the subject property measured by a straight line, property line to property line.

a. Any request to receive notice by any person not an owner of property as described above must be in writing, must specifically identify the notices the person wishes to receive, must be delivered to the POD, and must contain a mailing address.

Such requests, when not related to a specific application, shall only be valid for the specifically identified notices for not more than one year after receipt by the POD and may be renewed on an annual basis.

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- b. The applicant shall obtain from the POD a copy of the notice and the procedures for notification of property owners who must receive notice. The applicant shall not include any information in the notice other than that which is required by the POD.
  - c. ~~Not less than 15 days prior to the date of the scheduled public hearing,~~ The applicant shall deliver or mail a copy of said notice to all persons listed on the notification list and the owners of property within the distance described in this section. Notice shall be mailed by the U.S. Mail with a postal service certificate of mailing returned to the City.
  - d. The applicant shall file proof that the notices were mailed or delivered with the POD ~~not less than seven days prior to the date of the scheduled public hearing.~~
  - e. For property in condominium or cooperative ownership which falls within 300 feet, the owner of each unit shall be notified.
- (2) ~~Posted notice.~~ Notice of the public hearing shall be posted on the subject property by the applicant on such date as the written notice is mailed at least 15 days prior to the public hearing. The applicant shall provide proof of posted notice on the subject property to the POD ~~at least seven days prior to the public hearing.~~
  - (3) *Identify the property.* The written and posted notices shall identify the property upon which the request for action is made, the date and location ~~of the public hearing,~~ the phone number and address where information regarding the proposal can be obtained, and the type of action requested.
  - (4) *Neighborhood and business association notice.* One complete copy of each application shall be provided by the POD to CONA, ~~FICO~~ and neighborhood and business association representatives within 300 feet of the subject property.
  - (5) *Governmental notice.* Mailed notice shall be provided to a neighboring government for comment, where the subject property is located within one-fourth of a mile of a neighboring government. Mailed notice shall also be provided to the Pinellas County School Board for comment, where the subject property is located withing one-fourth mile of a public educational facility.
  - (6) ~~Failure to provide supplemental notice.~~ Upon receipt of the proof of the written and posted public notice, a 30-day public comment period shall commence. No decision may be rendered by the POD until after the public comment period has expired. The POD may take such comments into consideration in determining whether to approve a project and in establishing the conditions of approval.
  - (7) ~~If the POD is notified of or discovers a failure to provide supplemental notice of at least 36 hours before the scheduled start of the public hearing, the POD may cancel the public hearing, reschedule the public hearing and require new notice to be given. The POD should only take this action if:~~
    - a. ~~It appears from the information provided that the holding of the hearing would be a substantial hardship on the person who did not receive notice;~~
    - b. ~~Such substantial hardship is different from the hardship the person would have suffered had he received the notice.~~
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- e. ~~Such hardship cannot be corrected or mitigated prior to the scheduled public hearing; and~~
  - d. ~~Rescheduling would not be a substantial hardship on other persons who received notice or the applicant.~~
- (8) ~~If the POD is not notified of or does not discover a failure to provide supplemental notice until after the time set forth above than the POD shall not cancel the public hearing. City Council, at the public hearing, may weigh the effects of the failure to provide supplemental notice and may choose to continue the public hearing if the circumstances so warrant.~~
- (9) ~~If the POD is not notified of or does not discover a failure to provide supplemental notice until after the public hearing has been held and a decision rendered, then none of these actions shall be taken. Failure to provide any supplemental notice shall not invalidate any action by the City Council.~~

**SECTION SIX.** The St. Petersburg City Code is hereby amended by removing Section 17.5-116. in its entirety. Section 17.5-116. shall be marked as reserved.

**~~Sec. 17.5-116. Rehearing.~~**

~~An applicant following a decision by City Council may request a rehearing.~~

- (a) ~~The City Council shall not rehear an application unless:~~
  - (1) ~~There has been faulty notification to the applicant;~~
  - (2) ~~New evidence is discovered by the applicant after the hearing which would likely change the result if a new hearing is granted and which could not have been discovered before the hearing by due diligence; or~~
  - (3) ~~There is a substantial change of circumstance.~~
- (b) ~~If either of these conditions is alleged to exist, then a request for rehearing may be made by the original applicant or the City staff within ten days of the original decision by filing a written request for rehearing with the POD.~~
  - (1) ~~If a request for rehearing is based on newly discovered evidence, documents supporting that evidence shall be served with the application.~~
  - (2) ~~A request for rehearing shall be heard at the next regularly scheduled meeting following the receipt of any request and, based upon the information before it, City Council shall issue an order denying or granting a rehearing.~~
  - (3) ~~If a request for rehearing is granted, the application shall be scheduled for a public hearing after the required fee, if any, has been paid and notification has been made as required for the first hearing by the person requesting the rehearing.~~
  - (4) ~~If a request for rehearing is timely filed, such filing tolls the time in which to seek judicial review of the decision until an order is rendered denying the request for rehearing. If a request for a rehearing is granted, the time in which to seek judicial review shall begin when an order is entered at the rehearing of the application.~~

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**SECTION SEVEN.** Section 17.5-117. of the St. Petersburg City Code is hereby amended to read as follows:

**Sec. 17.5-117. Withdrawal of application; abandonment of approval.**

- (a) An applicant may withdraw his application at any time prior to a final decision. ~~The process shall end upon receipt of written notice thereof or an oral request made at a public hearing.~~
- (b) An owner of property with an approved development order or permit may request that the approved development order or permit be deemed abandoned. Once an approved development order or permit is abandoned, the approval shall become null and void and the property shall be treated as if the approval had never occurred. Thereafter, the owner shall not be allowed to perform any work pursuant to the approval. The owner shall apply for any required development order or permit before performing any work on the property. The owner (not the owner's agent) shall provide the POD with a sworn statement expressing the owner's intention to abandon the approved development order or permit and acknowledging that after approval by the POD, the owner shall not be allowed to perform any work pursuant to the approval and shall be required to apply for a development order or permit before performing any work. The POD shall approve the request and may place reasonable conditions on the approval of such request. The abandonment of an approval shall not be approved if development of the property has commenced under the development order or permit, whether the development is complete or not, unless the POD determines the condition of the property would not violate the Land Development Regulations in the absence of the approval.

**SECTION EIGHT.** The St. Petersburg City Code is hereby amended by removing Section 17.5-118. in its entirety. Section 17.5-118. shall be marked as reserved.

**~~Sec. 17.5-118. Successive applications.~~**

- ~~(a) If an application is submitted to City Council for a decision, and if the City Council denies the application, the same or a substantially similar application shall not be accepted by the POD within 18 months following the action by the City Council on the earlier application unless the applicant demonstrates that there has been a substantial change of conditions or character of the surrounding land area or the land in question.~~
- ~~(b) A decision by the POD not to accept an application may be appealed by the applicant to the City Council.~~
- ~~(c) A decision by the POD to accept an application is not appealable.~~

**SECTION NINE.** Section 17.5-119. of the St. Petersburg City Code is hereby amended to read as follows:

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**Sec. 17.5-119. Extensions and duration of approvals.**

- (a) *Duration of approvals.* Any application submitted for review under this Article approved pursuant to this section shall remain valid for three years from the date of approval except approvals of applications for which a specific expiration date is established by the approval.
- (b) Applicants may request up to two two-year extensions from the POD. The application shall be revised to comply with any code amendments that were adopted after the original approval, unless a variance is granted.
- (c) After the original approval and any approved extension have expired without substantial construction commencing, the approval shall be void, and a new application shall be required.
- (d) Phased projects, including rehabilitation of an existing building, shall be approved in such a manner that each phase can reasonably be started within two years from the date the certificate of occupancy is issued for the previous phase, unless a shorter compliance period is required by ~~City Council~~ the POD.
- (e) Approved applications for which substantial construction has commenced shall remain valid subject to compliance with all approved development permits.
- (f) New applications for sites with a previously approved application which are submitted in advance of the expiration date of the approval or extension shall have maintained non-interrupted approval for vesting purposes for any other ordinance or code of the City or for any other government approval provided that the new application is approved by ~~City Council~~ the POD within 120 days after the expiration date of the original approval or extension.
- (g) *Extensions of approvals.* Requests for extension approval shall be in writing and received by the POD prior to the expiration date of the approval or previously approved extension. A failure to request an extension prior to the expiration of the approval or a previously approved extension or failure to meet all conditions of an approval of an extension shall invalidate the original application approval. Requests for extensions shall address the following matters and may be denied if impacts cannot be adequately mitigated:
  - (1) The extent of actions taken by the applicant to implement the approved development plan including real estate transactions, preparation of construction plans, site preparation and pre-construction sales.
  - (2) The effect of unforeseen circumstances such as changes in economic condition, cost of materials, and site specific conditions on the approval.
  - (3) The length of additional time estimated by the applicant to be needed to implement the approved development plan.
  - (4) Changes in the City code that would apply to the property.
  - (5) Changes or new construction on property in the vicinity of the applicant's property which may increase impacts to other properties.
  - (6) Other facts considered relevant to a consideration of an extension.

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**SECTION TEN.** The St. Petersburg City Code is hereby amended by removing Section 17.5-120. in its entirety. Section 17.5-120. shall be marked as reserved.

**Sec. 17.5-120. Tenant notice of intent to develop.**

~~Development applications under this section which involve the demolition of four or more existing occupied multi-family dwelling units at time of application shall provide a written notice of intent to develop to all tenants residing on the subject property at least 90 days prior to issuance of a building permit. Evidence of notice shall be provided to the POD. No permits shall be issued for the subject property until such time as the 90-day period has expired. For purposes of this section, multi-family shall include tenancies in which both a mobile home and a mobile home lot are rented or leased by the mobile home resident, but not those mobile homes otherwise regulated by F.S. ch. 723.~~

~~A notice of intent to develop shall comply with the requirements set forth herein. A written notice shall be on paper and indicate the intent to develop with a planned date for demolition of structures and commencement of construction and shall be delivered via certified mail to all tenants residing on the subject property. Notice shall be mailed by U.S. mail with a U.S. postal service certificate of mailing returned to the City. Evidence of notice shall be a copy of the notice letter, the list of tenants residing on the subject property at time of mailing, and a copy of the U.S. postal service certificate of mailing.~~

**SECTION ELEVEN.** Section 17.5-121. of the St. Petersburg City Code is hereby amended to read as follows:

**Sec. 17.5-121. Affordable housing site plan review.**

- (a) *Application.* An application shall include the following information in addition to additional information that the POD may reasonably require.
- (1) A site plan of the subject property. The number of copies required shall be established by the POD:
    - a. All site plans shall include information required by the POD.
      1. Elevations depicting architectural details and materials for all sides of each structure shall be provided.
      2. The POD may require a surveyor's certificate to determine location of the proposed structures relative to the lot lines involved.
    - b. The site plan shall include the parking layout and the number of parking spaces being provided.
    - c. The site plan shall include a landscaping plan.
    - d. The application shall include a site data sheet to be provided to the applicant by the POD identifying the number of affordable units by phases, bedroom sizes and by rent limits for the 80 percent and the 120 percent categories as published annually by the Florida Housing Finance Corporation.



- e. The application shall include a financial document depicting the financial sources for the proposed development and the financial uses. The financial documents shall also include information on financial reserves to maintain the dwelling units.
- f. If the property is located in an industrial zoning district, an environmental report of the subject property and an analysis of the surrounding industrial uses including any mitigation measures needed to address the health and safety of future residents due to proximity to such uses.
- g. If the redevelopment will displace an existing business or businesses, a plan for relocation of the business or businesses and/or re-employment of existing employees.
- h. If the redevelopment will include any non-residential uses, provide a narrative describing the types of uses proposed and how those uses will support the future residents.
- i. The application shall include a project narrative addressing the applicable standards for review.

(b) *Procedures.*

(1) ~~City Council review and decision:~~

- a. ~~Public hearing. If the POD determines that an application meets the applicability standards and all required application and public notice information has been provided, the POD shall schedule a public hearing before City Council.~~
- b. ~~Upon receipt of a recommendation from the POD, the City Council shall conduct a public hearing on the application and shall approve, approve with conditions or deny the application. After considering the application, the City Council may defer action for no more than 60 days to obtain additional information.~~

Staff review and recommendation. Upon receipt of an affordable housing site plan review application, the POD shall determine whether the application complies with all submittal requirements and the applicable standards for review and the POD shall approve, approve with conditions or deny the application.

- (2) Appeals. A decision of the POD to approve with conditions or deny an application may only be appealed by the applicant to the City Council, whose decision shall be deemed the final decision of the City.

(c) *Standards for review.*

- (1) Ingress and egress to the property and the proposed structures with particular emphasis on automotive and pedestrian safety, separation of automotive and bicycle traffic and control, provision of services and servicing of utilities, and refuse collection, and access in case of fire, catastrophe and emergency. Access management standards on state and county roads shall be based on the latest access management standards of FDOT or the county, respectively.
- (2) Location and relationship of off-street parking, bicycle parking, and off-street loading facilities to driveways and internal traffic patterns within the proposed development with

particular reference to automotive, bicycle, and pedestrian safety, traffic flow and control, access in case of fire or catastrophe, and screening and landscaping.

- (3) Traffic impact report describing how this project will impact the adjacent streets and intersections. A detailed traffic report may be required to determine the project impact on the level of service of adjacent streets and intersections. Transportation system management techniques may be required where necessary to offset the traffic impacts.
- (4) Drainage of the property with particular reference to the effect of provisions for drainage on adjacent and nearby properties and the use of on-site retention systems. City Council may grant approval of a drainage plan as required by City ordinance, county ordinance or SWFWMD.
- (5) Signs, if any, and proposed exterior lighting with reference to glare, traffic safety and compatibility and harmony with adjacent properties.
- (6) Orientation, height and location of buildings, recreational facilities and open space in relation to the physical characteristics of the site, the character of the neighborhood and the appearance and harmony of the building with adjacent development and surrounding landscape.
- (7) Compatibility of the use with the existing natural environment of the site, historic, and archaeological sites, and with properties in the neighborhood.
- (8) Substantial detrimental effects of the use, including evaluating the impacts of the use and a concentration of similar or the same uses and structures on the neighborhood.
- (9) Sufficiency of setbacks, screens, buffers and general amenities to preserve the internal and external harmony and compatibility with the uses inside and outside the proposed development and to control adverse effects of noise, light, dust, fumes and other nuisances.
- (10) Land area is sufficient, appropriate and adequate for the use and reasonably anticipated operations.
- (11) Landscaping and preservation of natural manmade features of the site including trees, wetlands and other vegetation.
- (12) Sensitivity of the development to on-site and adjacent historic or archaeological resources related to scale, mass, building materials and other impacts.
- (13) Unit type, such as rental or ownership, and the income levels served by the development are needed in the marketplace.
- (14) If the subject property is zoned industrial, then the following criteria shall be considered in determining the suitability of the subject property for development pursuant to this section:
  - a. One or more of the following characteristics exist over an extended period of time:
    - 1) vacant or underutilized land;
    - 2) vacant or underutilized buildings;
    - 3) poor quality job creation in terms of pay, employee density and spin-off or multiplier effects;
    - 4) chronic competitive disadvantages in terms of location, transportation infrastructure/accessibility and other market considerations.

- b. Conversion to a residential use will not cause negative impacts on surrounding industrial operations.
- c. Location and surrounding land uses will not cause any adverse impacts to the health of future residents.

**SECTION TWELVE.** The St. Petersburg City Code is hereby amended by adding a new Section 17.5-123., to read as follows:

**Section 17.5-123. - Sunset date.**

In accordance with F.S. § 166.04151(7)(j), development proposals submitted for review pursuant to F.S. § 166.04151(7)(a) shall not be accepted on or after October 1, 2033.

**SECTION THIRTEEN.** Codification. 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 FOURTEEN.** 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 FIFTEEN.** 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.

LEGAL:

DEPARTMENT:

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Assistant City Attorney  
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# DEVELOPMENT REVIEW COMMISSION

Prepared by the Planning & Development Services Department  
For Public Hearing on Tuesday June 7, 2023  
at 1:00 p.m. at City Hall in City Council Chambers at 175 5<sup>th</sup> Street North, St. Petersburg, Florida.

## City File: LDR 2023-03 Alternative Housing Affordability Development Process

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 amendment to the City Code, Chapter 16, Land Development Regulations (“LDRs”).

### APPLICANT INFORMATION

**APPLICANT:** City of St. Petersburg  
1 4<sup>th</sup> Street North  
St. Petersburg, Florida 33701

**CONTACT:** Elizabeth Abernethy, AICP  
Director, Planning & Development Services  
[Elizabeth.Abernethy@stpete.org](mailto:Elizabeth.Abernethy@stpete.org)  
727-893-7868

### STAFF ANALYSIS

#### Background

In 2020, the Florida State Legislature passed House Bill 1339, which included a provision permitting the governing body of a municipality to approve an affordable and/or workforce development on any parcel zoned for residential, commercial or industrial. In 2021, three ordinances were adopted which permitted City Council to review and potentially approve affordable and/or workforce development proposals in Neighborhood Traditional, Neighborhood Suburban, Industrial Traditional and Industrial Suburban zoning districts without requiring a rezoning or change of Future Land Use. The ordinance which included the process and review criteria for City Council to follow is included in Chapter 17.5 of the City Code.

In the 2023 legislative session, [Senate Bill 102](#) (SB 102) known as the “Live Local Act” was passed and signed by the governor. SB 102 included the following two subsections (changes shown in strike-through/underline format):

*(6) Notwithstanding any other law or local ordinance or regulation to the contrary, the governing body of a municipality may approve the development of housing that is affordable, as 433 defined in s. 420.0004, including, but not limited to, a mixed-use residential development, on any parcel zoned for ~~residential~~, commercial or industrial use; and*

*(7)(a) A municipality must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use if at least 40 percent of the residential units in a proposed multifamily rental development are, for a period of at least 30 years, affordable as defined in s. 420.0004. Notwithstanding any other law, local ordinance, or regulation to the contrary, a municipality may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection. For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes.*

The purpose of this amendment is to bring Chapter 16 into conformance with this statutory change by amending 16.01.040 to delete the “residential” option previously allowed under subsection (6) and to add the language from subsection (7)(a) requiring administrative approval for qualifying projects. Concurrently, staff is requesting a change to the Comprehensive Plan which will be reviewed by the Community Planning & Preservation Commission and City Council.

### **PROPOSED LDR TEXT AMENDMENT**

The proposed amended language is shown below in ~~strike through~~ and underline format.

#### **16.01.040. - Applicability.**

This chapter applies to all development in the City, except for Affordable Housing projects approved pursuant to F.S. 166.04151(6), which states, in pertinent part, that notwithstanding any other law or local ordinance or regulation to the contrary, the governing body of a municipality may approve the development of housing that is affordable, as defined in s. 420.0004, on any parcel zoned for ~~residential~~ commercial or industrial use or pursuant to F.S. 166.04151(7)(a), which states, in pertinent part, a municipality must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use if at least 40 percent of the residential units in a proposed multifamily rental development are, for a period of at least 30 years, affordable as defined in s. 420.0004 . No development shall be undertaken except as authorized by this chapter. No structure shall be erected, converted, enlarged, reconstructed or structurally altered, nor shall any structure or land be used or occupied which does not comply with all the regulations established by this chapter for the district in which the building or land is located. When a violation of this chapter exists on any property, no development permits shall be issued for such property, except permits which are necessary to correct the violation or for necessary maintenance, until the violation is corrected.

#### **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:

- 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.
- H1.1 Provide information, technical assistance, and incentives to the private sector to maintain a housing production capacity sufficient to meet the required production.
- 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.

## **PUBLIC HEARING PROCESS**

The ordinance associated with the LDR text amendment requires one (1) public hearing by the Development Review Commission (“DRC”) and one (1) 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 amendment described herein.

## City of St. Petersburg Housing Affordability Impact Statement

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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 (City File LDR 2023-04).

**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  (No further explanation required.)  
Yes  Explanation:

B. Will the proposed policy, procedure, regulation, plan amendment, etc. increase the time needed for housing development approvals?

No  (No further explanation required)  
Yes  Explanation:

**IV: Certification**

It is important that new local laws which could counteract or negate local, state and federal reforms and incentives created for the housing construction industry receive due consideration. If the adoption of the proposed regulation is imperative to protect the public health, safety and welfare, and therefore its public purpose outweighs the need to continue the community’s ability to provide affordable housing, please explain below:

The proposed regulation, policy, procedure, or comprehensive plan amendment will **not** result in an increase to the cost of housing development or redevelopment in the City of St. Petersburg and no further action is required. (Please attach this Impact Statement to City Council Material, and provide a copy to Housing and Community Development department.)

Elizabeth Abernethy  
Planning & Development Services Director (signature)

6.01.23  
Date

Copies to: City Clerk  
Joshua A. Johnson, Director, Housing and Community Development

# ATTACHMENTS TO AHAC INCENTIVES CHART

## LOCAL TAX ABATEMENT PROGRAM

Form #5



## Chapter 28 HOUSING

### ARTICLE I. IN GENERAL

#### Sec. 28-1. Definitions.

For the purpose of this chapter 28 only, the following words shall have the following meanings:

*Affordable unit* means a single "dwelling unit" as defined by F.S. § 83.43(2), which is used by natural persons or families whose annual household income is not more than 60 percent AMI.

*Affordable property* means all of the affordable units which are eligible for an exemption in a single development combined. The affordable property may be the entire development or a portion thereof.

*Application* means a written submittal to the City for consideration for an exemption under this article II, in a form prescribed by either the POD or FHFC.

*Area median income* or *AMI* means the median income for the Tampa/St. Petersburg/Clearwater metropolitan statistical area (MSA) which is adjusted for the household size as calculated and published annually by the United States Department of Housing and Urban Development.

*City taxes* means all municipal ad valorem taxes, as levied by the City under F.S. ch. 166, levied on real property for which an application is made.

*Code violations* means either: (i) a municipal ordinance violation that is disposed of in any manner other than a dismissal or finding of not guilty by a court, or (ii) a finding of violation by the City's Code Enforcement Board.

*Development* means the entirety of the contiguous real property owned by the owner which contains affordable housing for which an application is made.

*Exemption* means relief from city taxes, as provided in a written document sent to the owner, after its execution by the POD.

*Existing construction* means all affordable housing that is not new construction.

*FHFC* means the Florida Housing Finance Corporation.

*New construction* means any affordable housing project receiving a temporary or permanent certificate of occupancy for all units within five years before first application for an exemption pursuant to this Chapter, for all timely filed applications filed after January 1, 2024.

*Ongoing certification* means the requirement to provide information, determined appropriate by the POD, to the POD for the duration of the exemption to ensure compliance with the exemption.

*Owner* means the legal owner of the real property for which an exemption is sought.

*Rent* means consideration given in exchange for any non-permanent possession of a unit, or is "rent," as defined in F.S. § 83.43, as amended from time to time.

*Rent limit* means (i) the multifamily rental programs income and rent limit chart posted by the Florida Housing Finance Corporation and derived from the multifamily tax subsidy projects income limits published by the United States Department of Housing and Urban Development, or (ii) 90 percent of the fair market value rent as determined by a rental market study meeting the requirements of this article II, whichever is less.

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*Rental market study* means a study, made not more than three years before submission of the application, which identifies the fair market value rent of each unit for which a property owner seeks an exemption, made by a certified general appraiser, as defined in F.S. § 475.611, who is independent of the property owner who requests a rental market study. Such rental market study and the appraiser providing such must comply with the standards of professional practice pursuant to part II of F.S. ch. 475 and use comparable property within the same geographic area and of the same type as the property for which the exemption is sought.

*Renters* means those who occupy a unit, which they do not own, in exchange for consideration and by virtue of an agreement with the owner of such residential property or are a "tenant" as defined in F.S. § 83.43, as amended from time to time.

*Special circumstance* means an owner can demonstrate, to the sole and absolute satisfaction of the POD, it has at least two of the following circumstances: (i) extended an existing affordability period of the affordable housing by the addition of a minimum of 15 years of affordability, not to exceed 99 years in total, (ii) have made considerable and substantial renovations to the affordable housing such that the renovations would qualify as a "substantial rehabilitation" under the definition in Fla. Admin. Code 67-48.002, or (iii) can demonstrate an increase of insurance rates of more than 50 percent over the average rate of the immediately preceding three years not significantly attributable to increases in coverage.

*Unit* means any portion of a multifamily development which serves as a residential dwelling for an individual person or single family, or is a "dwelling unit," as defined in F.S. § 83.43, as amended from time to time.

(Ord. No. 561-H, § 2, 11-2-2023; Ord. No. 575-H, § 1, 4-4-2024)

**Secs. 28-2—28-199. Reserved.**

***ARTICLE II. AFFORDABLE HOUSING TAX RELIEF***

**Sec. 28-200. Authority.**

This article has been enacted pursuant to F.S. § 196.1979 and the Home Rule powers of the City and authority of F.S. ch. 162, Pt. II.

(Ord. No. 561-H, § 2, 11-2-2023)

**Sec. 28-201. Findings.**

The City Council hereby makes the following findings:

- (a) Affordable housing is an essential component of individual and community well-being, yet thousands of Pinellas County residents remain unhoused.
- (b) Rental units are an important part of the City's available housing stock and renting continues to grow in popularity among City residents.
- (c) Providing tax relief, as authorized by statute, will help facilitate the construction of more affordable rental units and the retention of existing units that may otherwise be converted to market rate.
- (d) The provisions of this chapter will help to further the goals of promoting the health, safety, and welfare of all citizens in St. Petersburg.

(Ord. No. 561-H, § 2, 11-2-2023)

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**Sec. 28-202. Applicability; non-applicability.**

Unless specifically enumerated, the provisions of this article shall apply to multifamily projects in which all the following apply:

- (a) The development contains 50 or more units, at least 20 percent of which are used by natural persons or families whose annual household income is not more than 60 percent AMI;
- (b) Such affordable units are rented for an amount no greater than the amount as specified by the most recent rent limit;
- (c) The development has not been cited for code violations on three or more occasions in the 24 months before the submission of an application;
- (d) Any cited code violations related to the development have been properly remedied and closed to compliance by the owner before the submission of an application; and
- (e) The development has no unpaid fines or charges relating to cited code violations at the time the exemption is granted by the City.

(Ord. No. 561-H, § 2, 11-2-2023)

**Sec. 28-203. Application.**

- (a) The POD shall determine the yearly deadline for applications, for each calendar year, and publish such date on the City's website, as well as information on how to apply.
- (b) The POD shall accept and review applications, determine whether or not the affordable property is eligible for an exemption, and determine the terms of the exemption based on the following:
  - (1) For affordable housing in new construction:
    - a. If all of the units in a development are affordable units, the portions of the development that are affordable housing are eligible for an exemption relieving the affordable housing of all City taxes.
    - b. If all of the units in a development are not affordable units, the portions of the development that are affordable housing are eligible for an exemption relieving such affordable housing of 75 percent of all City taxes.
  - (2) For affordable housing in existing construction, if the owner proves to the POD it has special circumstances, as set forth herein, the portions of the development that are affordable housing are eligible for an exemption relieving it of 50 percent of City taxes.
- (c) The POD may prescribe the form of the application, provided the FCFC has not already done so. Notwithstanding as much, the application shall, at a minimum, include a requirement that the owner provide: (i) the most recently completed rental market study, (ii) a list of the units for which the property owner seeks an exemption, (iii) the rent amount received by the owner for each unit for which the owner seeks an exemption and, if a unit is vacant and qualifies for an exemption under F.S. § 196.1979, the owner must provide evidence of the published rent amount for the vacant unit.
- (d) The POD may prescribe the terms of the exemption. Notwithstanding as much, the exemption shall, at a minimum: (i) include a requirement that the affordable property continue to maintain the criteria outlined in this article II, (ii) include a requirement that the owner submit a copy of the application and exemption to the Pinellas County Property Appraiser on or before March 1 of each year, (iii) identify the percentage of the assessed value which is exempted from municipal ad valorem taxes, (iv) identify that the exemption applies

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to natural persons or families meeting the income limits described in this section, and (v) include a requirement to provide documents for ongoing certification.

(e) The POD shall publish a list of all affordable property granted an exemption on the city's website.

(Ord. No. 561-H, § 2, 11-2-2023)

### **Sec. 28-204. Determination and appeal.**

(a) The POD, after review of an application, shall: (i) deny an exemption for a affordable property that does not meet the criteria outlined in this article II, (ii) grant and execute an exemption for an affordable property that meets the criteria outlined in this article II, or (iii) request further information from an owner to make a determination if the application meets the criteria outlined in this article II.

(1) If the POD denies an exemption, it shall provide the owner with written notice of the denial, including the reason for such determination.

(2) If the POD grants an exemption, it shall provide a copy of the executed exemption to both the: (i) owner and (ii) Pinellas County Property Appraiser.

(b) A decision by the POD to grant, deny, or revoke an exemption may be appealed, by the applicant, to the City Administrator, or their designee, within 30 days.

(Ord. No. 561-H, § 2, 11-2-2023)

### **Sec. 28-205. Penalties.**

If the POD determines: (i) an owner is found to submitted false documents to the POD related to either an application or ongoing certification this article II, (ii) the development had three or more code violations in a 24-month span after being granted an exemption, (iii) has a unpaid fine or charge for a code violation for more than 90 consecutive days, or (iv) fails to comply with the terms of the exemption, the POD may provide written notice to the address of the owner, set forth in their application, of an intent to revoke an exemption and the actions that the owner can take to correct any deficiencies outlined in the notice. If the owner does not take the actions outlined by the POD in such notice within 15 days, the POD may revoke the exemption and notify the Pinellas County Property Appraiser of such revocation. Any owner who has an exemption revoked is subject to having all exemptions revoked by the POD, including those of related entities, as determined by the POD in their sole and absolute discretion, and be barred from making further applications under this article II for a period of three years.

(Ord. No. 561-H, § 2, 11-2-2023)

### **Sec. 28-206. Expiration.**

This article II shall expire December 30, 2026, unless renewed pursuant to F.S. § 196.1979. Any exemption granted pursuant to this article II shall expire after expiration or repeal of either (i) this article II or (ii) the enacting ordinance.

(Ord. No. 561-H, § 2, 11-2-2023)

## **Appendix II**

### **Legal Advertisement of Public Hearing**



Local & State

# Fla. election supervisors request voting rules flexibility after hurricanes

BY JUSTIN GARCIA  
Times Staff Writer

While many Floridians recover from the destruction caused by back-to-back hurricanes, election supervisors are asking the state for flexibility on voting rules leading up to the general election.

The Florida Supervisor of Elections association sent a letter Tuesday to Secretary of State Cord Byrd requesting temporary changes for several counties in Florida that were impacted by hurricanes Helene and Milton.

“Implementing these provisions will ensure that each Supervisor can fulfill their duties efficiently and orderly while maintaining the security and integrity of the November 5 General Election,” the letter read.

Gov. Ron DeSantis allowed for some changes after Hurricane Helene but declined to extend Florida’s voter registration deadline. The Florida Department of State did not respond when asked if some or all of this week’s proposed changes would be allowed.

Here are the requested changes:

- Ballot drop boxes and early voting sites: The association requested extra time to designate where the sites and drop boxes will be located due to damage caused by the hurricanes. The request asked that supervisors have until 10 days before the election to identify all the sites.
- Relocating polling place locations: The group asked that the state loosen restrictions on relocating the locations where people will cast ballots on Nov. 5. Because many were damaged by the storms, the association asked that supervisors have until 10 days before the election to identify all the sites.
- Early voting: Extending early voting through Election Day is warranted, the association wrote, because it will allow voters in affected counties more time and flexibility to cast their ballots.
- Requesting vote-by-mail ballots: Requirements for



DAVID SANTIAGO | Miami Herald

Early voting begins in Florida for the 2024 general election, which includes the presidential race.

mail ballots should also be loosened, the letter said. Voters who have been displaced or can’t receive mail to their original address would be burdened by having to provide a signed, written request to send a mail ballot to a new address. The group encouraged allowing voters to call their supervisor’s office to provide required identifying information and make mail ballot requests.

- Mail ballot changes for first responders: Accommodations for first responders like line workers and relief workers should be considered, the group wrote. A first responder or a designated family member should be able to call a supervisor’s office and request changes after providing identifying information.

- Emergency affidavit for early voting: The group requested the suspension of a requirement that voters complete an emergency affidavit to get a mail ballot during early voting. The change will make it easier for those who are unable to reach polling sites, the letter said.

- Extending mailing deadline for supervisors to send out ballots: Postal services are experiencing delays due to damage and increased demand, the association wrote. Because of this, the group is asking for flexibility in the state’s current two-day requirement to send mail ballots to voters after the ballot was requested.

- Extending the dead-

line for designating poll workers: The group asked for 10 extra days to designate poll workers because many were displaced or are now unavailable after the hurricanes.

- Poll worker training: Flexibility in poll worker training will help supervisors have enough staff during the election, the letter said. The group requested that requirements for poll worker training before the election be waived. The group also asked to waive a requirement saying that the workers must be registered voters in the county where they serve as poll workers.

- Early voting at supervisor offices: Because some supervisor offices were damaged by storms, the group asked for relief from a requirement that says early voting must be conducted at the main or branch offices of the supervisors.

- Suspend mailing requirement for polling place change: The state usually requires supervisors to send written notices when a polling place has changed. Because of the short time frame left to change polling places after the storms, the group asked that this requirement be waived. The group said supervisors will make “best efforts” to provide notice to voters through advertisements, email, supervisor’s websites and phone calls.

Contact Justin Garcia at [jgarcia@tampabay.com](mailto:jgarcia@tampabay.com).



JUSTIN GARCIA | Times

Hillsborough County Supervisor of Elections Craig Latimer, left, helps prepare an early voting location in downtown Tampa on Monday. Latimer said he expects polls to be well-staffed by Election Day.

## ELECTION continued from 1B

addresses other than where they are registered to vote and loosened requirements for hiring poll workers.

Latimer said Hillsborough County might currently be without some poll workers because of the storms, but he expected to be well-staffed by Election Day. He said the Florida Supervisor of Elections association is having meetings and the executive staff is talking with affected counties to see if there is other assistance that voters might be able to receive before election day.

“I would expect that there

may be some further action at some point,” Latimer said. The county is putting post storm updates on its website.

Pinellas County supervisor of elections office locations and seven early voting sites were still operational after the storms. But 15 election day polling places were lost during Hurricane Helene and the supervisor was still assessing its sites following Hurricane Milton on Monday afternoon.

Voters affected by the hurricanes do not need to update their residential address if they are temporarily displaced. But a voter receiving mail at a different address, even temporarily, should contact the office. A spokesperson encouraged

voters to visit the supervisor’s website for post hurricane updates and to contact the office with any questions.

Pasco County was still assessing damage as of Monday afternoon and also encouraged voters to reach out if they were displaced or if they believe their mail ballot may have been lost. Three or four voting locations were damaged, said Supervisor Brian Corley, but repair and replacement needs were being assessed. Early voting and election day sites were expected to operate as normal and updates will be posted to the county’s website.

Contact Justin Garcia at [jgarcia@tampabay.com](mailto:jgarcia@tampabay.com).

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LEGAL NOTICE

## CITY OF ST. PETERSBURG NOTICE OF AFFORDABLE HOUSING ADVISORY COMMITTEE (AHAC) PUBLIC HEARING

The City of St. Petersburg (City) is hereby inviting citizens, representatives of public and private agencies and organizations, and other interested parties to a public hearing convened by the Affordable Housing Advisory Committee (AHAC). The public hearing will be conducted on Monday, November 4, 2024, beginning at 5:00 p.m., in the City Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida. Public participation is invited and strongly encouraged. Notice is hereby given that all interested parties may appear at the meeting and be heard by the AHAC.

The City receives State Housing Initiatives Partnership (SHIP) program funding from the State of Florida for use in implementing programs to produce and preserve affordable housing. The program is administered by the Florida Housing Finance Corporation (FHFC) statewide. After a review and evaluation of established policies, procedures, ordinances, and other documents, the AHAC will recommend specific actions to encourage or facilitate the development of affordable housing within the City and will forward the report to City Council and to the FHFC.

**The purpose of the public hearing is to receive comments on the incentive strategy updates and/or recommendations proposed by the AHAC. The following is a summary of the incentives and recommendations:**

- 1) Expedite building permit reviews for affordable housing development to a greater degree than other projects. Continue the 10 day goal for initial comments, with a 5 day goal for subsequent comments. An Affordable Housing Liaison tracks all Certified Affordable Housing Projects to expedite the reviews and provide a point of contact for applicants. The process is published at: [https://www.stpete.org/business/building\\_permitting/building\\_permits.php](https://www.stpete.org/business/building_permitting/building_permits.php)
- 2) Continue to provide the reduced Multi-modal Impact Fee (MIF) and the sewer connection fee waiver for the development or construction of affordable housing. Continue to pursue County consideration of a future full waiver of the Multi-modal Impact Fee (MIF) for affordable housing developments.
- 3) Allow flexibility in densities and/or flexible lot configurations for affordable housing. AHAC will monitor implementation of the new NTM-1 Zoning District (Neighborhood Traditional Multi-Family) and the collection/use of the workforce housing density bonus “payment in lieu” fees. AHAC encourages the city to continue to pursue “Missing Middle” initiatives which may bring new zoning districts and the allowance of more 2-12 unit structures which may provide more affordable housing opportunities. AHAC also continues to advocate for the implementation of the coastal high hazard mitigation shelter fee.
- 4) Reservation of infrastructure capacity for housing for very-low, low-, and moderate-income persons reviewed, but infrastructure reservation is not recommended due to the City’s excess capacity.
- 5) Continue implementation of newly updated and adopted Ordinances expanding accessory dwelling units (ADUs) into NT-3 (Neighborhood Traditional) and NS (Neighborhood Suburban) zoning districts (with certain restrictions) A link for ADU information has been established: [www.stpete.org/ADU](http://www.stpete.org/ADU) and a new look up tool will be added to allow a property owner to enter their address to determine if their property may qualify for construction of an ADU. AHAC recommend as part of incentive #5 that the City continue to pursue/advocate for an ADU model design program in 2025.
- 6) Reduction of parking and setback requirements for affordable housing. City provides reduced parking for some affordable housing developments and for smaller ADUs within a 1/8 mile of High Frequency Transit Routes. See handout: <https://www.stpete.org/Residents/Housing/Accessory%20Dwelling%20Handout.pdf> AHAC encourages the City to eliminate parking requirements for affordable housing.
- 7) AHAC wants to promote the allowance of flexible & zero lot line configuration for both affordable & market rate housing as a policy consideration in whatever form that takes
- 8) The “payment in lieu of sidewalk construction” code amendment is proposed to go to City Council for review in December 2024. AHAC requests that an assistance program for alley paving behind affordable housing developments be established, similar to the CRA sidewalk reimbursement program.
- 9) Continue the process which local government considers the impact, before adoption, of policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
- 10) Preparation of an inventory of locally owned land suitable for affordable housing: The City conducted a review of city owned lands to comply with SB102. All vacant lands were reserved for City use and none were able to be declared surplus. A city-owned land policy was adopted 11/30/23 which has an “Affordable Housing First” emphasis. AHAC supports this policy and will continue to monitor.
- 11) Support development near transportation hubs and major employment centers and mixed-use developments. AHAC supports robust upzoning within ½ mile along major corridors in commercial and mixed use categories, and within 5 blocks of Sunrunner transit stops to be inclusive of single family parcels. AHAC encourages the PDS dept. to consider ways to not only encourage 80% AMI unit production, but also go further to encourage 50% or 60% AMI or below units or to setup a system whereby an Affordable Housing Transfer of Development rights system could be established.
- 12) Support continuation of the existing Option D Special Assessment waiver process and the Affordable Lot Disposition program to incentivize the creation of additional affordable housing.
- 13) Continue to promote <https://www.sphousingdata.org/> which shows the locations of recent affordable multi-family rental housing developments and those that are currently planned or under construction. Encourage a similar program to assist affordable single family housing developers so that potential homebuyers could see what affordable homes are being offered for sale by developer partners.
- 14) Support the local Rebates for Residential Rehabilitation programs (affordable within the South St Pete CRA and a new city-wide pilot RRR+). AHAC requests that a toolkit and marketing strategy be developed and distributed to help promote these programs. AHAC will also monitor funding levels of these programs.
- 15) The 2024 Incentive Plan will be posted to the City’s website so that it can be searched by either the search term of “Housing documents” or “Developer Incentives”.
- 16) Continue to promote the use of Penny for Pinellas funding for Affordable Housing Land Acquisition and encourage Pinellas County to consider pro-active acquisition of land prime for affordable housing purposes and to consider an acquisition/rehabilitation program as possible additional uses for their Penny for Pinellas Land Assembly funds.
- 17) AHAC will track HB1339 applications in comparison to Live Local Act site plan applications, see #18 below.
- 18) The city implemented revisions to the City Code Chapter 17.5 affordable housing site plan approval process to bring into compliance with the State’s SB102 Live Local Act. To date, one Live local Act site plan has been approved and six others are in various stages of pre-application review. One additional applicant is in very early planning stages. AHAC will monitor implementation and supports the use of policy and zoning revisions that would encourage the use of the City’s HB1339 and the WFH Density bonus process over the Live Local Act process so that more units will be produced for households with incomes 80% AMI or below.
- 19) Continue to implement the new local option property tax abatement process for eligible affordable housing developments adopted 11/2/23 by Ord. 561-H and now found in City Code Chapter 28.

A copy of the proposed AHAC recommendations and actions may be inspected by the public at the office of Housing & Community Development, One Fourth Street North, Ninth Floor, Reception Desk, St. Petersburg, Florida 33701 or on the city’s website at <http://www.stpete.org/housing/documents.php>. If you have any questions, or wish to register comments for the record, please visit or write the Department (at the address above) or telephone (727) 892-5563 before the public comment period has closed on November 1, 2024, at 5:00 p.m. or attend the public hearing on November 4, 2024, in City Hall.

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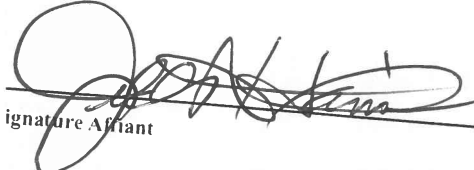


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Published Daily

STATE OF FLORIDA  
COUNTY OF Pinellas, Hillsborough, Pasco,  
Hernando Citrus

Before the undersigned authority personally appeared Jill Harrison who on oath says that he/she is Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter RE: AHAC PH 11-4-2024 was published in said newspaper by print in the issues of: 10/16/24 or by publication on the newspaper's website, if authorized, on

Affiant further says the said Tampa Bay Times is a newspaper published in Pinellas, Hillsborough, Pasco, Hernando Citrus County, Florida and that the said newspaper has heretofore been continuously published in said Pinellas, Hillsborough, Pasco, Hernando Citrus County, Florida each day and has been entered as a second class mail matter at the post office in said Pinellas, Hillsborough, Pasco, Hernando Citrus County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

  
Signature of Affiant

Subscribed before me this .10/16/2024

  
Signature of Notary Public

Personally known \_\_\_\_\_ X \_\_\_\_\_ or produced identification

of identification produced \_\_\_\_\_



} SS

LEGAL NOTICE

CITY OF ST. PETERSBURG  
NOTICE OF AFFORDABLE HOUSING  
ADVISORY COMMITTEE (AHAC)  
PUBLIC HEARING

The City of St. Petersburg (City) is hereby inviting citizens, representatives of public and private agencies and organizations, and other interested parties to a public hearing convened by the Affordable Housing Advisory Committee (AHAC). The public hearing will be conducted on Monday, November 4, 2024, beginning at 5:00 p.m., in the City Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida. Public participation is invited and strongly encouraged. Notice is hereby given that all interested parties may appear at the meeting and be heard by the AHAC.

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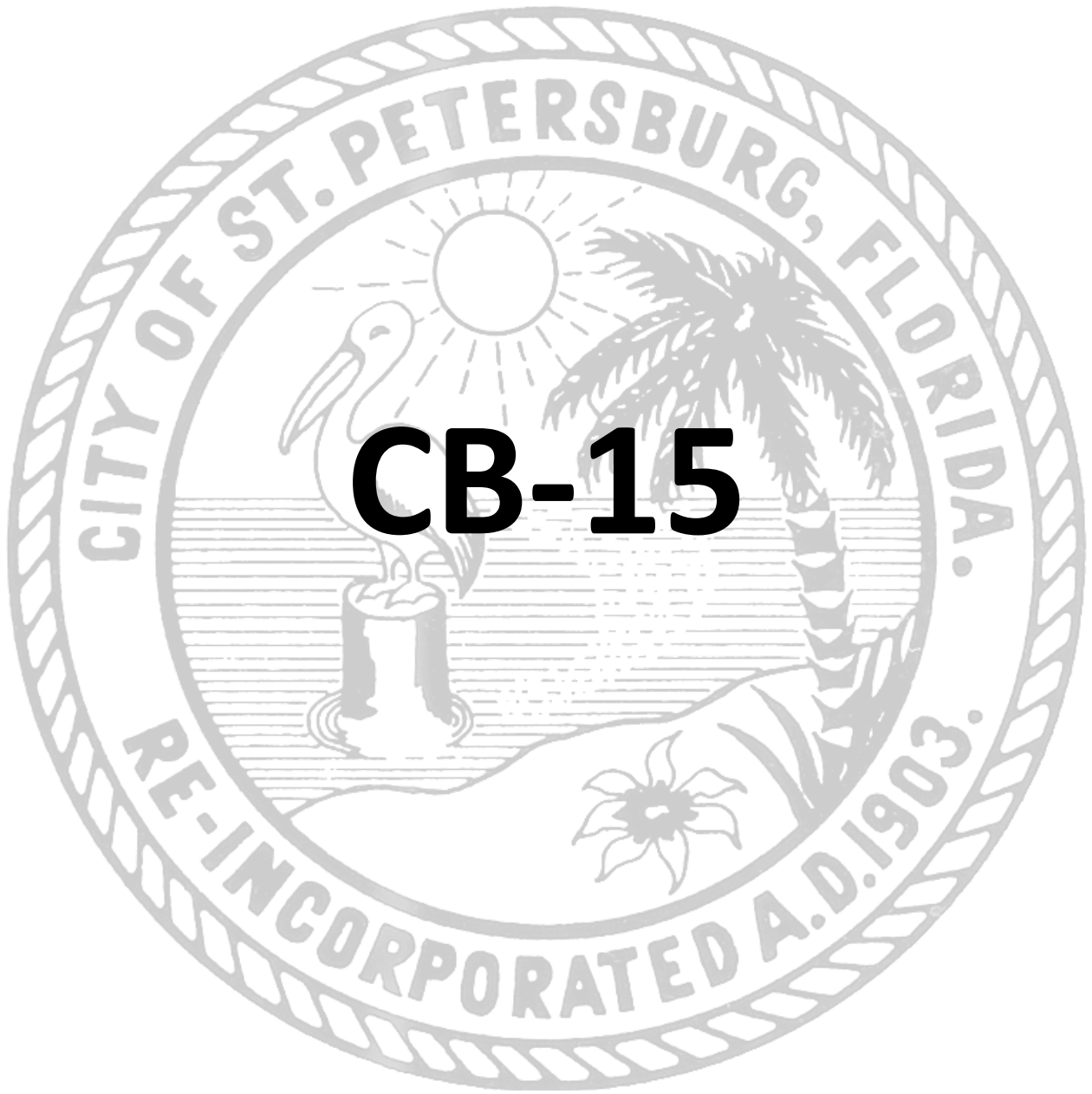
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The following page(s) contain the backup material for Agenda Item: A resolution approving twenty-three (23) Forfeiture Fund Program/Projects awarded as a part of the 2024 Law Enforcement Trust Fund Grant Award Program; authorizing the Mayor or his designee to execute agreements and all documents necessary to effectuate these awards; approving a supplemental appropriation in the amount of \$125,000 from the unappropriated balance of the Local Law Enforcement State Trust Fund ( 160 I) to the Police Department, Local Law Enforcement State Trust Forfeiture Division (140-2857) to fully fund the awards; and providing an effective date.  
Please scroll down to view the backup material.





**CB-15**

St. Petersburg City Council  
Consent Agenda  
Meeting of December 5, 2024

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

**SUBJECT:** A resolution approving twenty-three (23) Forfeiture Fund Program/Projects awarded as a part of the 2024 Law Enforcement Trust Fund Grant Award Program; authorizing the Mayor or his designee to execute agreements and all documents necessary to effectuate these awards; approving a supplemental appropriation in the amount of \$125,000 from the unappropriated balance of the Local Law Enforcement State Trust Fund (1601) to the Police Department, Local Law Enforcement State Trust Forfeiture Division (140-2857) to fully fund the awards; and providing an effective date.

**EXPLANATION:** Pursuant to Section 932.7055, Florida Statutes, the St. Petersburg Police Department is required to expend at least 25% of the proceeds realized through the seizure and forfeiture of property used in violation of the Florida Contraband Forfeiture Act for the support or operation of eligible programs in the following categories: Crime Prevention, Neighborhood Safety, Drug Abuse Education and Prevention Programs, and School Resource Officer Program(s). Based on the statutory formula (25%), a minimum of \$125,000 is to be available and approved for distribution in the 2024 award program.

The Funding Approval Committee met on November 14, 2024. The Committee approved twenty-three (23) eligible programs which includes Chief of Police programs/projects for full or partial funding in the amount of \$125,000. The Chief of Police has approved the recommendations of the Committee.

For each applicant awarded funding, the administration will enter into an agreement with the applicant. The agreement will outline the requirements for completion of the project to include the expenditure documentation process, the disbursement of the awards, and the timeline for completion of the funded projects.

**RECOMMENDATION:** The Administration recommends that City Council adopt the attached resolution authorizing the Mayor or his designee approving twenty-three (23) Forfeiture Fund Program/Projects awarded as a part of the 2024 Law Enforcement Trust Fund Grant Award Program; authorizing the Mayor or his designee to execute agreements and all documents necessary to effectuate these awards; authorizing a supplemental appropriation in the amount of \$125,000 from the unappropriated balance of the Local Law Enforcement State Trust Fund (1601) to the Police Department, Local Law Enforcement State Trust Forfeiture Division (140-2857) to fully fund the awards; and providing an effective date.

**COST/FUNDING INFORMATION:** Funds for the 2024 Law Enforcement Fund Grant Award Program will be available after approval of a supplemental appropriation in the amount of \$125,000 from the unappropriated balance of the Local Law Enforcement State Trust Fund (1601) to the Police Department, Local Law Enforcement State Trust Forfeiture Division (140-2857). The fund balance after this appropriation will be approximately \$ 440,451.84.

Approvals:

Administration:



Budget:



Resolution No. 2025 - \_\_\_\_\_

A RESOLUTION APPROVING TWENTY-THREE (23) FORFEITURE FUND PROGRAM/PROJECTS AWARDED AS A PART OF THE 2024 LAW ENFORCEMENT TRUST FUND GRANT AWARD PROGRAM; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AGREEMENTS AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE AWARDS; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$125,000 FROM THE UNAPPROPRIATED BALANCE OF THE LOCAL LAW ENFORCEMENT STATE TRUST FUND (1601) TO THE POLICE DEPARTMENT, LOCAL LAW ENFORCEMENT STATE TRUST FORFEITURE DIVISION (140-2857) TO FULLY FUND THE AWARDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg Police Department (“Department”) is required by Florida Statute 932.7055 to expend at least 25% of the total fiscal year deposits into its forfeiture trust fund for crime prevention, neighborhood safety, drug abuse education, drug prevention or school resource officer program(s); and

WHEREAS, the Department has developed a Law Enforcement Fund Grant Award Program (“Program”) in which neighborhood groups, organizations, other City departments or associations may apply for a portion of said funds; and

WHEREAS, the Department solicited applications and the Funding Approval Committee (“Committee”) approved twenty-three (23) programs/projects for full or partial funding for a total of \$125,000; and

WHEREAS, one of the programs/projects is the Chief’s program to be used by the Chief of Police to fund programs/projects meeting the criteria of F.S. 932.7055; and

WHEREAS, the Chief of Police has approved the recommendations of the Committee.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that funding for twenty-three (23) forfeiture fund programs/projects awarded as a part of the 2024 Law Enforcement Trust Fund Grant Award Program is hereby approved and the Mayor or his designee is authorized to execute agreements and all documents necessary to effectuate these awards; and

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the Local Law Enforcement State Trust Fund (1601), the following supplemental appropriation for FY25:

Local Law Enforcement State Trust Fund (1601)

Police Department, Local Law Enforcement State Trust Forfeiture  
Division (140-2857)

\$125,000

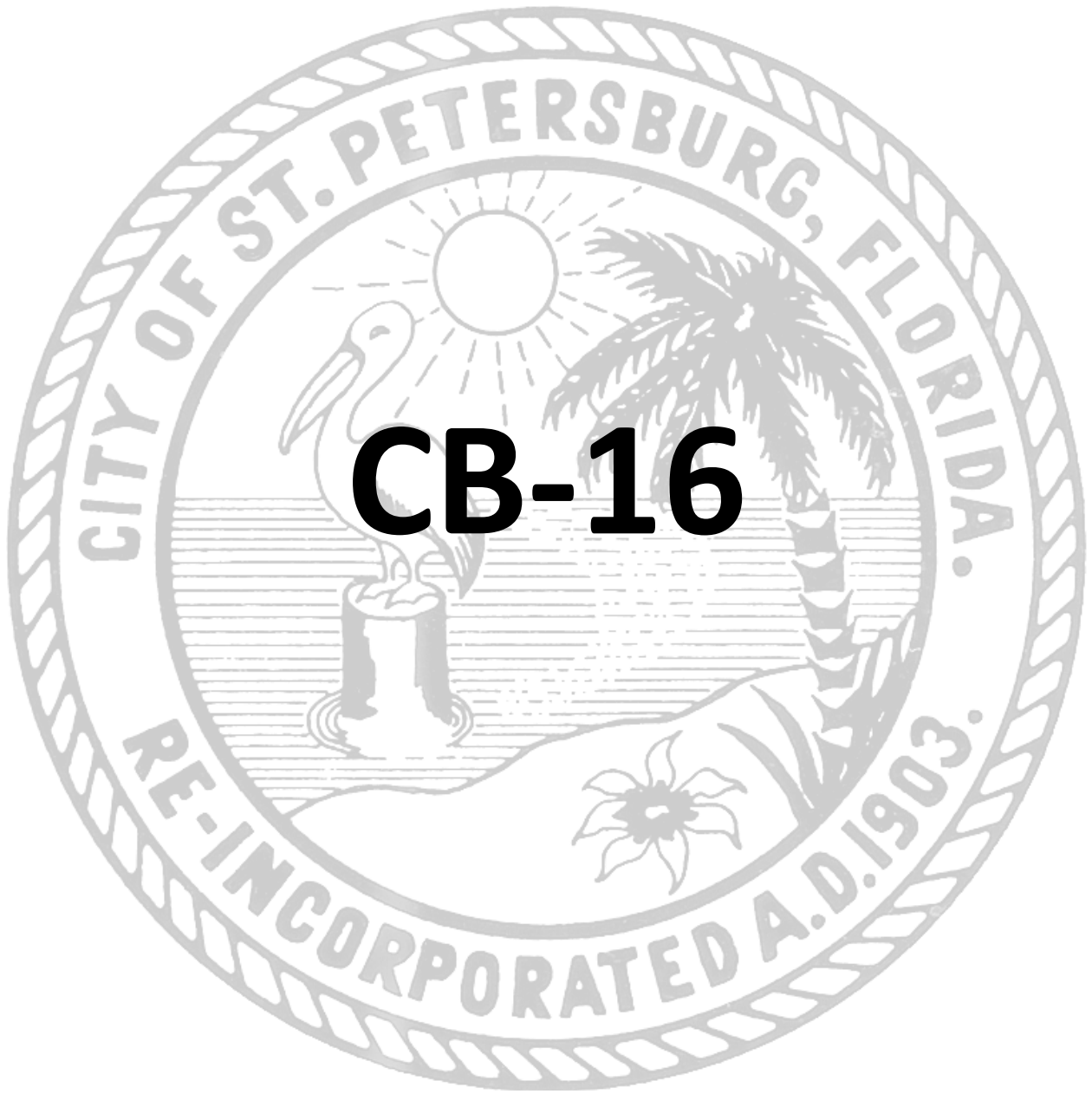
This Resolution shall become effective immediately upon its adoption.

Approvals:

Legal: Chadson Administration: 

Budget: E Makofske

The following page(s) contain the backup material for Agenda Item: Budget, Finance and Taxation  
Committee Meeting Minutes (November 7, 2024)  
Please scroll down to view the backup material.



**CB-16**

City of St. Petersburg  
**Budget, Finance and Taxation Committee**  
**November 7, 2024 Meeting Minutes**  
*City Hall, Room 100*

**Present:** Committee Chair Copley Gerdes, Council Chair Deborah Figgs-Sanders, Council Member Lisset Hanewicz, and Council Member Brandi Gabbard (Alternate)

**Absent:** None

**Also Present:** Assistant City Administrator Tom Greene, Chief Assistant City Attorney Jeannine Williams, Budget and Management Director Liz Makofske, Chief Financial Officer Erika Langhans, City Treasurer Tom Hoffman, Finance Controller Manager David Goddu, Strategic Grants and Infrastructure Implementation Manager Aubrey Phillips, and Deputy City Clerk Jordan Wilson.

**Support Staff:** Jayne Ohlman – Senior Legislative Aide

**1. Call to Order** – 11:00 AM

**2. Approval of Agenda** – CM Hanewicz motioned for approval. All voted in favor.

**3. Approval of August 22, 2024 Minutes** – CM Figgs-Sanders motioned for approval. All voted in favor.

**4. New Business – November 7, 2024**

**FY 2024/2025 Budget Clean-Up and Fourth Quarter Fund Status Report** – *Liz Makofske, Budget & Management Director*

Budget Director Liz Makofske presented the Fiscal Year 2024 year-end appropriation adjustments for the Operating and Capital Improvement Program (CIP) Budgets.<sup>1</sup> Beginning with the FY 24 general fund clean-up and year-end summary, Ms. Makofske stated that the FY 24 beginning fund balance was about \$71.330 million, while the estimated ending fund balance is \$83.758 million, resulting in an estimated fund balance surplus of \$12.428 million.<sup>2</sup> However, FY 25 adjustments (supplemental appropriations) will reduce this amount by about \$11.315 million, resulting in a net increase to the FY 25 general fund of approximately \$1.113 million.

Ms. Makofske detailed the general fund revenue totals as of the soft close on October 21, 2024, including an estimated net revenue of \$383 million and total expenditures of \$376 million (excluding the \$6.070 million year-end adjustments). The projected net revenue increase is approximately \$5.7 million. Ms. Makofske noted that most revenue increases are due to better-than-anticipated revenue collections.

Next, Ms. Makofske detailed the supplemental appropriations and their total gross impact on the general fund, including expenditure increases of \$23.391 million. These expenditures include all remaining BP-related expenditures, grants, land sales, and contract revenue.

Lastly, Ms. Makofske detailed the General Fund and Group of Funds Target Fund estimated year-end balances. The first target states that the unappropriated fund balance of the general fund will be

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<sup>1</sup> Final transactions for FY 24 require some adjustments to the FY 24 appropriations for both operations and capital projects. Additional budget authority is necessary to authorize expenditures in excess of budgeted amounts, in some cases increased revenues are available to cover these expenditures. State law requires that any budgetary adjustments to the prior year budget be made within 60 days of the close of the fiscal year.

<sup>2</sup> For comparison, the FY 23 year-end operating surplus was an estimated \$12.301 million.

12% of the annual appropriation in the fund, excluding any transfer to the Economic Stability Fund.<sup>3</sup> The City's 12% target equates to approximately \$43.178 million in FY 24, and as of the year-end, the estimated fund balance is \$83.759 million, exceeding the target by \$40.581 million. The other target that applies to the general fund group of funds is an unappropriated fund balance equal to 20% of the collective appropriation. For FY 24, the 20% target equates to \$72.305 million. As of the year-end, the estimated fund balance is \$122.806 million, exceeding the 20% target by \$50.501 million.

Committee Chair Gerdes asked Ms. Makofske to explain the supplemental appropriations for the Fire Rescue Department and the Port Subsidy. Ms. Makofske explained that a supplemental appropriation (\$3.7 million) is needed for Fire Rescue to cover overtime costs primarily related to staffing shortages during FY 24 and storm-related costs. A supplemental appropriation (\$164,000) is required for the Port Subsidy to the Port Operating Fund to cover less than budgeted revenues from services and rentals due to renegotiated contracts.

**Fourth Quarter Financial & Investment Reports** – *Erika Langhans, Chief Financial Officer, Tom Hoffman, City Treasurer, and David Goddu, Finance Controller Manager*

City Treasurer Tom Hoffman began with an overview of the City's investment report for the fourth quarter and the twelve months ending September 30, 2024. Mr. Hoffman stated that the current amortized book value of all holdings governed by the City's General Investment Policy is \$1.085 billion with a corresponding market value of \$1.080 billion, resulting in an unrealized loss of \$4.2 million. Combining all sources of interest income earnings for the twelve months preceding September 30, 2024, the City's investment earnings were \$46.5 million, for an average return of 4.08%. The return for the fourth quarter was 4.24%.<sup>4</sup> During the fourth quarter, maturities were held for the face amount of \$87.2 million. Instruments purchased during the fourth quarter totaled \$109.1 million, and \$163 million were called.

Next, Mr. Hoffman stated that the current amortized book value of the Alternative Investment Portfolios is \$32.7 million, with a corresponding market value of \$52.7 million and a total unrealized gain of \$20.1 million. The total amortized book value of the General and Alternative Investment Policies combined is \$1.117 billion, and the market value is \$1.133 billion, with a total unrealized gain of \$15.9 million.<sup>5</sup>

Next, Chief Financial Officer Erika Langhans provided an overview of the outstanding governmental and enterprise debt as of September 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 September 30, 2024, is \$67,505,824, which remains unchanged from the amount reported at the end of the third quarter. Fiscal year-to-date principal and interest payments, \$9.8 million and \$1.7 million, respectively, are excluded from the debt summary report.

Finance Controller Manager David Goddu continued with a summary of the City's Employee Retirement Fund, Fire Pension Fund, and Police Pension Fund ("the Plans") as of September 30, 2024.

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<sup>3</sup> The general fund balance target increased from 5% to 10% as part of the FY 23 fiscal policy changes, then increased from 10% to 12% in FY 24, and most recently, increased from 12% to 14.67% in the FY 25 fiscal policy changes.

<sup>4</sup> 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.

<sup>5</sup> 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.



Mr. Goddu noted that during FY 24, the Plans experienced aggregate interest and dividend income earnings of approximately \$29.5 million, with realized and unrealized investment gains of \$215.5 million. In comparison, during FY 23, the Plans experienced aggregate interest and dividend income earnings of approximately \$26.4 million, with realized and unrealized investment gains of \$115 million.

Next, Ms. Langhans provided an update on the Parks Preservation (Weeki Wachee) Fund, noting that the portfolio's fourth-quarter book value is \$16.2 million, with a corresponding market value of \$19.9 million and an unrealized gain of \$3.7 million. In addition, Ms. Langhans explained that during the reporting period, the fund received interest and dividend income earnings totaling \$505,307 and an unrealized investment gain of about \$2.98 million.

Lastly, Ms. Langhans reviewed 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.

Council Member Hanewicz requested that the BFT committee receive copies of the Investment Oversight Committee (IOC) meeting minutes moving forward. Additionally, CM Hanewicz requested confirmation that the BFT committee is reviewing the City's Investment Policies annually, as required by the General Investment Policy.<sup>6</sup> Chair Gerdes and Ms. Langhans confirmed that the IOC reviews the policy yearly; however, they will ensure the item is on the BFT agenda annually, regardless of whether substantive changes exist. Ms. Langhans reminded the committee of the City's request for proposals (RFP) for Investment Advisory Services, noting that they plan to bring the recommendation for award to the City Council in December. The advisor would be in a hybrid role to assist the City in its reporting requirements, preserve its investments while maximizing growth, and assist with reviewing the City's Investment Policies. CM Hanewicz also requested that this information be shared with the BFT committee.

Regarding the pension investment reports, the committee briefly discussed the long-term financial and bargaining implications of the forthcoming proposed ordinance change, which would permanently make a 1% cost of living increase adjustment ("COLA") for 158 fire pension accounts. The City Council is set to discuss this proposal at its first reading and public hearing on November 7 and November 21, respectively.

**2024 Grants Report** – *Liz Makofske, Budget and Management Director, and Aubrey Phillips, Strategic Grants and Infrastructure Implementation Manager*

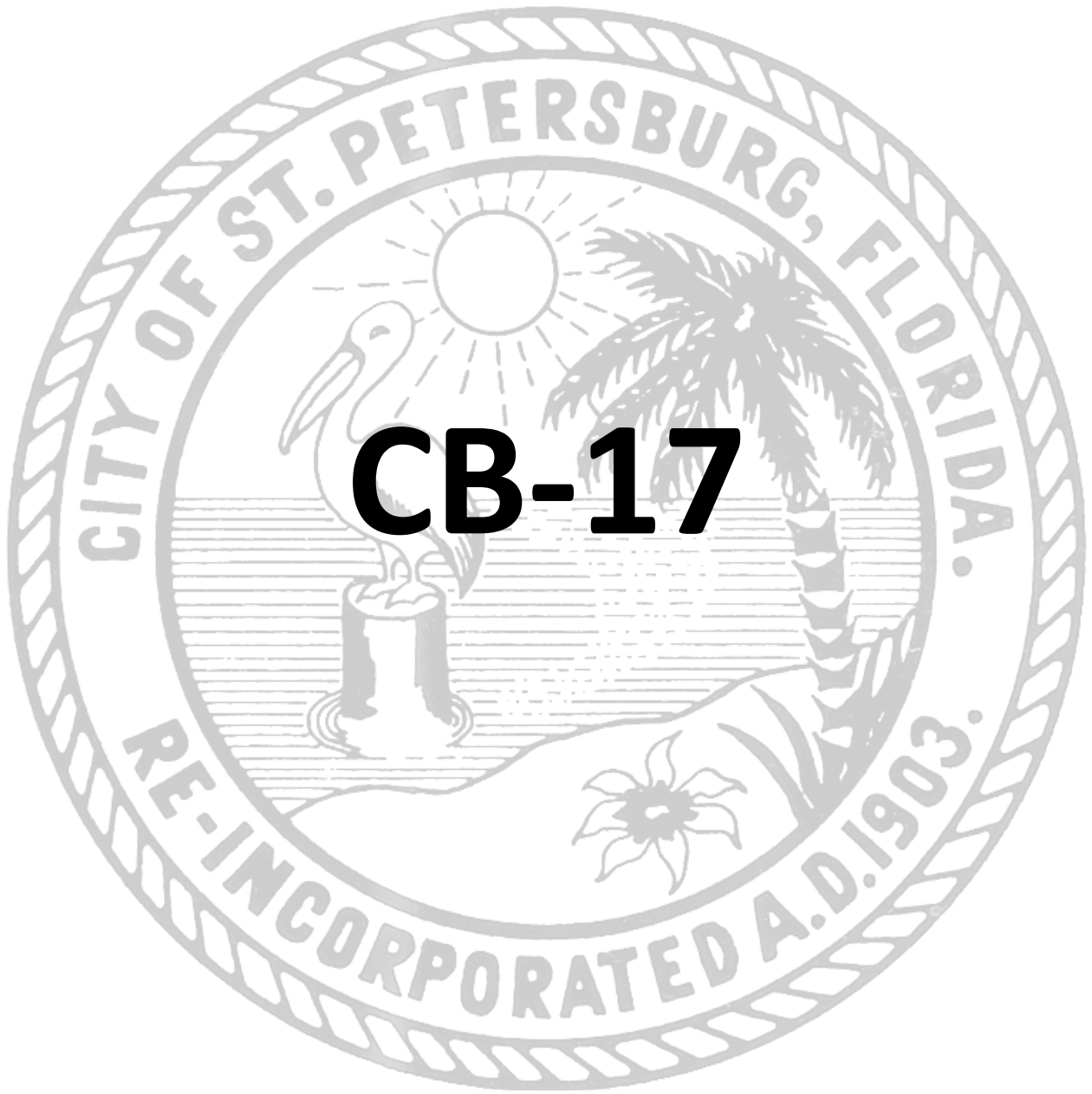
Due to time constraints, this item was deferred to the December 12 BFT meeting.

***CM Gerdes adjourned the meeting at 12:20 PM.***

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<sup>6</sup> *This Investment Policy shall be reviewed on an annual basis by the Investment Oversight Committee and the City Budget, Finance and Taxation Committee, and any proposed revisions thereto shall be presented to City Council as required.* General Investment Policy, Section XXIII, Annual Review.

The following page(s) contain the backup material for Agenda Item: Legislative Affairs and Intergovernmental Relations Committee Meeting Minutes (August 15, 2024)  
Please scroll down to view the backup material.



**CB-17**

**City of St. Petersburg**  
**Legislative Affairs and Intergovernmental Relations Committee**  
**August 15, 2024, Meeting Minutes**  
*City Hall, Room 100*

**Present:** Committee Chair Lisset Hanewicz, Committee Vice-Chair Brandi Gabbard, Council Member Gina Driscoll, and Council Chair Deborah Figgs-Sanders

**Absent:** None

**Also Present:** Assistant City Attorney Jane Wallace, Mayor’s Chief of Staff Doyle Walsh, Government Affairs Director David Thompson, Partner and Lead, Executive Branch Practice at Capitol Counsel, Robert Diamond, Gulf Coast Regional Director Savannah Sipsy representing Senator Marco Rubio, District Legislative Correspondent Samuel Wilson representing Rep. Anna Paulina Luna, Field Representative Jamison Carnegie representing Rep. Kathy Castor, and Deputy City Clerk Jordan Wilson

**Support Staff:** Tricia Terry – City Council Legislative Aide

1. **Call to Order** – 10:30AM
2. **Approval of Agenda** – Council Chair Figgs-Sanders 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 – August 15, 2024**

**Current Status in Washington D.C. – Robert Diamond, Capitol Counsel LLC**

Robert Diamond provided an update on the 118<sup>th</sup> Congress, stating that they are currently on break but will return after Labor Day. Appropriations for fiscal year 2025 are in the markup process in the subcommittee and are expected to be part of a post-election day omnibus of appropriations instead of individual spending bills. Mr. Diamond surmised that major activities, like reauthorizations, will be dramatically influenced by the November election. He then discussed the lack of reform with FEMA and the National Flood Insurance Program, with that package and bills still waiting in subcommittee. Mr. Diamond mentioned both the presidential election and predictions for party control of the Senate and House, Republicans likely taking the Senate and Democrats likely taking the House.

CM Gabbard inquired about the Farm, Food and National Security Act and how it could be helpful to the City.<sup>1</sup> David Thompson indicated that the Senate and House versions of that bill differ, but the opportunities within that are largely around nutrition. He expanded that there will be changes to the SNAP program and other food assistance programs, and the potential to expand the school meal programs. Mr. Thompson discussed the relatively new Urban

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<sup>1</sup> Farm, Food and National Security Act of 2024, H.R. 8467, 118<sup>th</sup> Congress (2024), <https://www.congress.gov/bill/118th-congress/house-bill/8467>

Agriculture Department, the City's zoning efforts related to urban agriculture, and the City's support for creating a lending program for urban farmers.

## **Federal Recap**

Savannah Sipsy, the Gulf Coast Regional Director for Senator Marco Rubio, began with an overview of her position within Senator Rubio's office, covering 9 counties, including Pinellas. She then discussed several pieces of flooding/environmental legislation that Senator Rubio has introduced this year, including Flood Risk Transparency for Homebuyers and the Flood Insurance Rate Map Interagency Act. She commented on Senator Rubio's recent letters to the President regarding emergency assistance for Hurricane Debby. Ms. Sipsy then mentioned several housing-related bills, along with the Senator's priorities surrounding small businesses, intelligence and foreign relations, and increasing Florida's SNAP funding.

Chair Hanewicz asked what the City could be doing to ensure our senators are focusing on flooding and insurance. Ms. Sipsy explained that many counties share this sentiment, as they have been experiencing more and more flood events. She stated that communicating asks with the senators is the best way to keep the focus on flooding and insurance reforms. Mr. Diamond expanded that we need to try to raise the profile of these issues in Washington, and initiate meetings in February with the new committee chairs for those with oversight on flooding assistance and FEMA. He also encouraged partnering with other communities in the nation to elevate this issue.

CM Gabbard brought up Risk Rating 2.0, and the lack of discounts for mitigation efforts from our residents. She explained that the City encourages mitigation efforts, like raising homes, which can be extremely costly, only to not have any savings on the back end on their flood insurance policy. CM Gabbard asked for assistance to have Congress be the catalyst for change. CM Gabbard then asked to have Senator Rubio, and the St. Petersburg Delegation, champion the protection of the 1099 status for our small businesses and entrepreneurs. Ms. Sipsy indicated she would bring this to Senator Rubio's attention.

CM Driscoll voiced her support of improving standards of living, especially for low-income individuals and families. She also discussed SNAP and how to engage those who are eligible, along with expanding meal programs in schools.

Council Chair (CC) Figgs-Sanders brought up the PREPARE Act and asked if it could be expanded to help small businesses who are currently recovering from a disaster. Ms. Sipsy indicated that she would investigate the typical process, but mentioned the PREPARE Act is more for preparation and not repair from a disaster.

CM Driscoll brought up beach renourishment, and highlighted that we have two members of Congress, Representative Luna and Senator Rubio, championing that effort. Samuel Wilson, the District Legislative Correspondent for Representative Anna Paulina Luna, discussed their efforts with beach renourishment, letters to the Army Corps of Engineers, and the two amendments that Rep. Luna introduced for the Water Resources Development Act.

Samuel Wilson gave an overview of Rep. Luna's priorities and bills she has introduced in Congress. Mr. Wilson covered several bills related to human trafficking and sexual assault. He also discussed Rep. Luna's sponsored bill on Right to Try IVF Act of 2024, as well as several amendments related to the military.

Jamison Carnegie, Field Representative for Representative Kathy Castor, began with an overview of community projects that were funded in FY2024. He listed projects that Rep. Castor is championing for FY2025 Appropriations package, including PSTA's 34<sup>th</sup> Street Corridor Improvements, funding for the Ed White Senior Housing Redevelopment, MLK Street South Flooding Alleviation project, funding for Seagrass Mitigation Bank at North Shore Park, and many more. Mr. Carnegie also listed Rep. Castor's work on clean energy and resiliency. CC Figgs-Sanders asked to relay our sincerest gratitude for all of Rep. Castor's efforts for the City of St. Petersburg.

CM Driscoll brought up the seagrass mitigation bank and asked for collective support from our delegation. She also highlighted the Florida Institute of Oceanography and the state-wide ecosystem work that it performs.

CM Gabbard thanked Mr. Carnegie and asked that he relay this gratitude to Rep. Castor, for the recent tour that was arranged in Riviera Bay that included local, state, and federal representatives. She then asked to remember St. Petersburg when allocating funding from big infrastructure bills. Mr. Carnegie indicated that Rep. Castor has been communicating with David Thompson and Doyle Walsh and trying to push more of that funding towards St. Petersburg. He will continue to relay grant opportunities as they come up.

David Thompson provided some additional communications and efforts with the delegation. He indicated that they have been working with Senator Rubio on expanding the Child Tax Credit. He mentioned they have met with Congresswoman Luna about their work on mental health for our first responders. Mr. Thompson also thanked Congresswoman Castor for her support when the City is seeking grants.

Chair Hanewicz highlighted that the City of St. Petersburg is in the top five most-populated cities in the state, and as such, we represent various issues that can be seen state-wide. She thanked the presenters and asked for their continued engagement and proactive work towards solutions. Mr. Diamond reminded the committee to be thinking of FY2026 community projects this fall, as the submission window will be brief and probably chaotic with the new Congress after elections.

***With no further business, she adjourned the meeting at 11:33AM.***