COUNCIL MEETING

CITY OF ST. PETERSBURG

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

February 20, 2025
1:30 PM

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

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

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

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

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

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

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

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

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

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

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

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

- +1 669 900 6833 and entering webinar ID: 959 3628 6638#
- Watch, listen, and participate on your computer, mobile phone, or other device by visiting the following link: https://zoom.us/j/95936286638

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

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

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

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

A. Meeting Called to Order and Roll Call.

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

B. Approval of Agenda with Additions and Deletions.

C. Consent Agenda (see attached)

Open Forum

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

D. Awards and Presentations

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

F. Reports

1. Update on selected Opioid Support Grants awardees receiving Opioid Settlement funding for the period of March 1, 2025 through February 28, 2026.

2. A resolution authorizing the Mayor or his designee to accept grant funding in the amount of $800,000 from Pinellas Community Foundation ("Foundation") through the We Are St. Pete Fund to be used to fund three different programs, including the Small Business Disaster Assistance Program, the Housing Disaster Assistance Program, and the Housing Disaster Assistance Program for City of St. Pete employees who are not St. Pete residents; approving a supplemental appropriation in the amount of $800,000 from the increase in the unappropriated balance of the General Fund (0001) resulting from these additional grant revenues to the Housing and Neighborhood Services Administration Department, Administration Division (080-1065), We Are St. Pete Fund Project (20934); authorizing the Mayor or his designee to allocate funds among the We Are St. Pete Fund programs; authorizing the Mayor or his designee to execute all documents necessary to receive the grant funds; and providing an effective date.

3. Azalea Gateway Multifamily Development Funding

   (a) A resolution approving an agreement between the City of St. Petersburg, Florida and Azalea Porter Land, LLC for the City to provide Housing Capital Improvement

Program funding in an amount not to exceed $6,000,000, contingent upon certain conditions, for the construction of Azalea Gateway, a multi-family housing development within the city limits consisting of not less than 340 dwelling units, 102 of which will be affordable and workforce housing units; approving rescissions of unencumbered appropriations in the Housing Capital Improvement Fund (3000) in the amount of $1,025,956 from the Affordable/Workforce Housing Project (16670), $675,000 from the Affordable/Workforce Housing FY24 Project (19769), and $675,000 from the Affordable/Workforce Housing FY25 Project (20445); approving a supplemental appropriation in the amount of $6,000,000 from the increase in the unappropriated balance of the Housing Capital Improvement Fund (3000), partially resulting from the above rescissions, to the Azalea Gateway Project (20991); authorizing the City Attorney's Office to make non-substantive changes to the agreement; authorizing the Mayor or his designee to execute the agreement and all other documents necessary to effectuate this transaction; and providing an effective date.

4. A Resolution authorizing the Mayor or his designee to execute Task Order Nos. 23-11-SCS/RSFF(S), 23-12-SCS/RSFF(S), and 23-13-SCS/RSFF(S) ("Task Orders") to the Professional Services Agreement dated December 13, 2023 between the City of St. Petersburg, Florida and Stantec Consulting Services, Inc. ("Consultant") for Consultant to provide professional services for the FY26 Water Resources, Stormwater, and Sanitation Utility Rate Study Program in a collective amount not to exceed $215,300; and providing an effective date. (PWA Project Nos. 25144-130, 25145-130 and 25146-130, Oracle No. 20989)

5. A Resolution approving the plat of Terraces at 87th Townhomes Phase 2, generally located at 429 87th Avenue North; setting forth conditions for approval; and providing an effective date. (City File No.: DRC 24-20000002)

6. Advanced Air Mobility Task Force Update

G. New Business

1. Respectfully requesting a referral to the Housing, Land Use & Transportation Committee to provide an annual update on Housing Opportunities for All. (Council Member Floyd - Staff Request)

H. Council Committee Reports

1. February 13, 2025 Public Services and Infrastructure Committee - Action Item

   (a) A resolution of the St. Petersburg City Council supporting proposed legislation repealing the current law preempting local governments from regulating crane safety to allow for local public safety measures to be taken on matters not preempted to the Federal Government, such as hurricane preparedness, and urging other state action to address crane safety; instructing the City Clerk to transmit this resolution to certain persons and entities; and providing an effective date.

I. Legal

1. ~~An attorney-client session, pursuant to Florida Statute 286.011(8), in conjunction with the lawsuit styled Heriberto A. Sanchez-Mayen v. City of St. Petersburg, Officer Michael Thacker and Officer Sarah Gaddis, Case No: 8:24-cv-00690-WFJ-TGW.~~ [DELETED]

~~On Thursday, February 20, 2025 in City Council Chambers, at 4:00 p.m. or as soon thereafter as the same may be heard, an attorney-client session, pursuant to Florida Statute 286.011(8), will be held in conjunction with the lawsuit styled Heriberto A. Sanchez-Mayen v. City of St. Petersburg, Officer Michael Thacker and Officer Sarah Gaddis, Case No: 8:24-cv-00690-WFJ-TGW. Any or all of the following persons will be attending: Copley Gerdes; Brandi Gabbard; Mike Harting; Lisset Hanewicz; Deborah Figgs-Sanders; Gina Driscoll; Corey Givens, Jr.; Richie Floyd; Mayor Kenneth Welch; Rob Gerdes; Jacqueline M. Kovilaritch, City Attorney; Jeannine Williams, Chief Assistant City Attorney; Joseph P. Patner, Executive Assistant City Attorney; Martin Musichi, Assistant City Attorney. The open City Council meeting will begin at 1:30 p.m. in City Council Chambers, 175 Fifth Street North, St. Petersburg, Florida. During the public meeting, the session will be closed at 4:00 p.m. or as soon thereafter as the closed session may be heard, and only those persons described above together with a certified court reporter will be allowed to be present. The subject matter of the meeting shall be confined to settlement negotiations and/or strategy related to litigation expenditures. At the conclusion of the closed session the meeting will be re-opened to the public and the closed session will be terminated.~~ [DELETED]

J. <u>Public Hearings and Quasi-Judicial Proceedings - 5:01 P.M.</u>

K. <u>Open Forum</u>

L. <u>Adjournment</u>

St. Petersburg
Community Redevelopment Agency (CRA)
2/20/2025 12:00:00 AM

1. City Council Convenes as Community Redevelopment Agency.

2. A Resolution of the City of St. Petersburg Community Redevelopment Agency (CRA) finding the proposed plan to construct a 21-story mixed-use building with 2,250 square feet of commercial space, 213-dwelling units and a 230-space parking garage generally located at 446 4th Street South consistent with the Intown Redevelopment Plan and providing an effective date (City File 25-1A)

3. Adjourn Community Redevelopment Agency.

Consent Agenda A
February 20, 2025

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 anti-static artificial playground grass from ForeverLawn, Inc. for the Parks and Recreation Department at a total cost of $1,620,000.

2. Accepting a proposal from Humana Insurance Company, for voluntary Dental Health Management Organization (DHMO) and Preferred Provider Organization (PPO) insurance plans, for the Human Resources Department, for a three-year contract amount of $6,500,000.

3. Approving an increase in the amount of $41,790,036.45 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 transfer in the amount of $27,300,000 from the unappropriated balance of the Disaster Short Term Financing 2024 Fund (2040) to the General Fund (0001); approving a supplemental appropriation in the amount of $27,300,000 from the increase in the unappropriated balance of the General Fund, resulting from this transfer, to the Parks and Recreation Department, Administration Division (190-1573); and providing an effective date.

4. Approving an increase in allocation for Post-Disaster Debris Monitoring Services with TetraTech, Inc. in the amount of $800,000; approving a transfer in the amount of $2,700,000 from the unappropriated balance of the Disaster Short Term Financing 2024 Fund (2040) to the General Fund (0001); approving a supplemental appropriation in the amount of $2,700,000 from the increase in the unappropriated balance of the General Fund, resulting from this transfer, to the Parks and Recreation Department, Administration Division (190-1573); and providing an effective date.

(City Development)

(Community Enrichment)

(Public Works)

5. Little Bayou Lagoon Restoration Project

   (a) A Resolution authorizing the Mayor or his designee to accept a Grant of Bipartisan Infrastructure Law funds in the maximum reimbursement amount of $454,900 from the

Tampa Bay Estuary Program ("Grant") to support the Little Bayou Lagoon Restoration Project and to execute the Tampa Bay Estuary Program ("TBEP") Bipartisan Infrastructure Law ("BIL") Grant Agreement and all documents necessary to receive the Grant; approving a supplemental appropriation in the amount of $454,900 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from these grant revenues, to the Little Bayou Lagoon Restoration Project (21017); and providing an effective date.

(b) A Resolution authorizing the Mayor or his designee to execute Task Order No. 24-05-SCS/ENV(A) to the Architect/Engineering Agreement dated March 29, 2024, as amended, between the City of St. Petersburg, Florida and Stantec Consulting Services, Inc. ("A/E") for A/E to provide data collection and analysis, a hydrodynamic modeling report, design and permitting services, and community engagement related to the Little Bayou Lagoon Restoration Project in an amount not to exceed $504,900; approving a rescission of an unencumbered appropriation in the Stormwater Drainage Capital Projects Fund (4013) in the amount of $133,600 from the Lake Improvements FY 2023 Project (19209); approving a supplemental appropriation in the amount of $133,600 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from the above rescission, to the Little Bayou Lagoon Restoration Project (21017); and providing an effective date. (ECID Project No. 25121-130; Oracle No. 21017)

(Appointments)

(Miscellaneous)

CONSENT AGENDA

COUNCIL MEETING CITY OF ST. PETERSBURG

Consent Agenda B
February 20, 2025

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 Peninsular Mechanical Contractors, Inc. for heating, ventilation, and air conditioning (HVAC) repairs, maintenance, and replacement services at Jamestown Apartments and Townhomes, for the Enterprise Facilities Department, in the amount of $100,000.

2. Approving an increase in allocation for debt collection services with Forest Recovery Services LLC for the Billing and Collections Department, in the amount of $60,000.

3. Accepting a bid from Flagship Towing, LLC for Marine Towing and Storage Services, for the Police Department, for a three-year contract amount of $114,000.

(City Development)

4. A resolution authorizing the Mayor, or his designee, to execute a Lease Agreement between the City of St. Petersburg, Florida and DAVES RESTAURANT, INC., d/b/a Frescos, for a one-year term from May 01, 2025 through April 30, 2026.

5. ~~A Resolution approving the plat of Terraces at 87th Townhomes Phase 2, generally located at 429 87th Avenue North; setting forth conditions for approval; and providing an effective date. (City File No.: DRC 24-20000002)~~ [MOVED TO REPORTS AS AGENDA ITEM F-5]

(Community Enrichment)

(Public Works)

6. A Resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 21-04-MC/W(A) to the architect/engineering agreement dated July 15, 2021, as amended, between the City of St. Petersburg, Florida and McKim and Creed, Inc. (A/E) for A/E to provide continued services that includes (i) technical field work involving responding and documenting requests from the Florida Sunshine State One Call Center (SSOCOF) and (ii) the locating and marking of the Citys underground fiber, city lighting electrical lines, and potable, reclaimed and wastewater utilities at various locations throughout the Citys service areas in an amount not to exceed $214,430; providing that the total Task Order, as amended, shall not exceed $298,992.94 (ECID Project No. 24122-130); and providing an effective date.

7. A Resolution authorizing the Mayor or his designee to execute Task Order No. 21-01-MH/W(A) to the architect/engineering agreement dated July 15, 2021, as amended, between the City of St. Petersburg, Florida and Mead & Hunt, Inc. ("A/E"), for A/E to provide project management, data collection and review, an assessment of the existing systems, develop recommendations and prepare a preliminary engineering report related to the Sanitation CNG Refueling Station Project in an amount not to exceed $147,819.17 (ECID Project No. 25117-130; Oracle No. 20938); and providing an effective date.

(Appointments)

(Miscellaneous)

8. A resolution approving the minutes of the City Council meeting held on June 13, 2024; and providing an effective date.

9. A resolution approving the minutes of the City Council meeting held on July 18, 2024; and providing an effective date.

10. A resolution approving the minutes of the City Council meetings held on January 2, January 9, and January 23, 2025; and providing an effective date.

11. A resolution approving the renewal option to the agreement with Active Network, LLC for a cloud-based recreation management solution for the Parks and Recreation and Enterprise Facilities Departments to extend the term through February 29, 2026 and increase the allocation for the agreement by $108,000 for this renewal term; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date.

12. Housing, Land Use and Transportation Committee Meeting Minutes (January 9, 2025)

13. Public Services and Infrastructure Committee Meeting Minutes (January 9, 2025)

14. Budget, Finance and Taxation Committee Meeting Minutes (January 23, 2025)

15. A resolution approving the Third Amendment to the Agreement between the City of St. Petersburg ("City") and Homeless Leadership Alliance of Pinellas, Inc. ("Agency") providing an additional $60,000 in funding for a maximum reimbursement amount of $320,000 for the continued implementation of the "Family Works" Program and extending the term to April 30, 2025 ("Third Amendment"); authorizing the Mayor or his designee to execute the Third Amendment; and providing an effective date.

MEETING AGENDA

CITY OF ST. PETERSBURG

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

Economic & Workforce Development Committee
Thursday, February 27, 2025, 8:30 a.m., Conference Room 100

Budget, Finance & Taxation Committee
Thursday, February 27, 2025, 1:30 p.m., Conference Room 100

Committee of the Whole
Thursday, February 27, 2025, 3:00 p.m., Conference Room 100

City Council Meeting
Thursday, March 6, 2025, 1:30 p.m., City Council Chamber

CITY OF ST. PETERSBURG

Board and Commission Vacancies

PROCEDURES TO BE FOLLOWED FOR QUASI-JUDICIAL PROCEEDINGS:

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

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

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

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

a. Presentation by City Administration.
b. Presentation by the Appellant followed by the Applicant, if different. If Appellant and Applicant are different entities, then each is allowed the allotted time for each part of these procedures.
c. Presentation by Opponent. If anyone wishes to utilize the initial presentation time provided for an Opponent, said person shall register as an Opponent with the City Clerk at least one week prior to the scheduled public hearing or within 48 hours after the City staff report for the public hearing has been published (whichever is later). If more than one person registers to utilize the initial presentation time provided for an Opponent, the registered persons shall attempt to agree on a single representative to participate as the Opponent in the proceeding. If the persons cannot agree on a single representative, then each person (or person's representative) shall share equally the time allotted to the Opponent for each part of these procedures. If there is an Appellant who is not the Applicant or Property Owner, then no Opponent is allowed. If a Property Owner who is not the Appellant or the Applicant opposes the Application and utilizes any part of the time available to the Property Owner to make an initial presentation, the Opponent shall not be permitted to make an initial presentation (but shall be provided an opportunity for cross-examination and rebuttal/closing).

d. If the Property Owner is neither the Appellant nor the Applicant, they shall be allowed the allotted time for each part of these procedures and shall have the opportunity to speak last in each part of these procedures so that they have the opportunity to address what all the interested parties have presented.

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

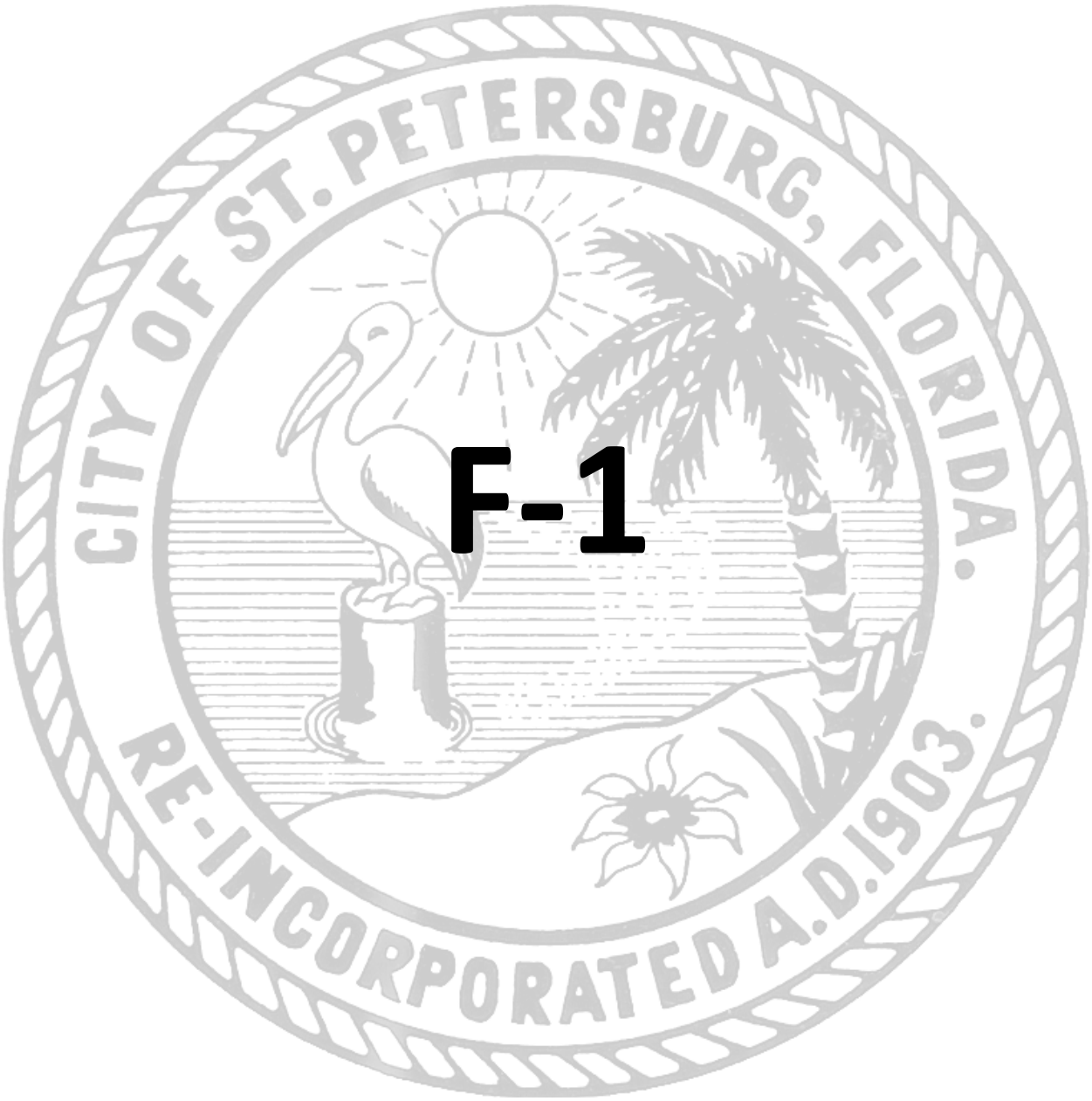
6. Cross Examination. Each party shall be allowed a total of five (5) minutes for cross examination, which includes the time consumed by both questions and answers. Each party who opposes the application may only cross examine any witness who previously testified in support of the application. Each party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

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

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

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

The following page(s) contain the backup material for Agenda Item: Update on selected Opioid Support Grants awardees receiving Opioid Settlement funding for the period of March 1, 2025 through February 28, 2026.
Please scroll down to view the backup material.



F-1

ST. PETERSBURG CITY COUNCIL
Report
Meeting of February 20, 2025

TO: The Honorable Copley Gerdes, Chair, and Members of City Council

SUBJECT: Update on selected Opioid Support Grants awardees receiving Opioid Settlement funding for the period of March 1, 2025 through February 28, 2026.

EXPLANATION: Administration proposed the creation of a grantmaking cycle for eligible nonprofits doing work to directly address the opioid crisis in our community utilizing Opioid Settlement Funds, which was approved by City Council on September 5, 2024. All awards must align with the Approved Uses outlined in Exhibits A and B of the State of Florida Opioid Allocation and Statewide Response Agreement.

The Opioid Support Grants Program launched on September 6, 2024 via OpenGov. The deadline was originally October 20, 2024, however, was extended until November 17, 2024 due to Hurricanes Helene and Milton.

A total of 11 applications from 8 agencies were received by the deadline – 3 applications in the $25,000 tier and 8 applications in the $100,000 tier. One application was rejected for failure to meet the minimum eligibility criteria, with the remaining 10 applications moving on to individual committee member review.

On January 13, 2025, the Opioid Support Grants review committee met for deliberations and to make recommendations for awards. At the conclusion of the deliberations, the committee recommended full funding for seven (7) total applications, from five (5) agencies – two in the $25,000 tier and five in the $100,000 tier. The total amount for these 7 awards is $532,211.55.

As all awards are $100,000 and below, no action is required by City Council at this time. This memo and presentation seek to provide an update to City Council on the awards made and the nature of the programs funded by this grantmaking cycle. See summary below of each award and the funding / priority categories associated:

<u>$25,000 Tier Awards:</u>

- Live Tampa Bay – $24,990.75 – Treatment and Recovery Support Services, Peer Support
- People Empowering & Restoring Communities – $24,828.00 – Overdose Prevention and Harm Reduction

<u>$100,000 Tier Awards:</u>

- WestCare – $100,000 – Treatment and Recovery Support Services, Peer Support

- Drug Free America Foundation – $82,840.00 – Prevention and Education
- Operation PAR – $100,000 – Treatment and Recovery Support Services
- People Empowering & Restoring Communities – $99,612.80 – Overdose Prevention and Harm Reduction, Peer Support
- Live Tampa Bay – $99,940.00 – Treatment and Recovery Support Services, Prevention and Education, Overdose Prevention and Harm Reduction, Respite Housing

The City will execute grant agreements with the awardees for a performance period of March 1, 2025 through February 28, 2026. Each grantee is required to comply with State reporting requirements and will also provide monthly invoices and outcomes reporting to the City.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Opioid Settlement Proceeds Fund (1061), to the Housing and Neighborhood Services Administration Department, Administration Division (080-1065), Opioid Support Grants Project (20375).

APPROVALS:

Administrative: AC Foster Budget: Lance Stanford

Opioid Support Grants: Awarded Applications

City Council Report – February 20, 2025



Opioid Support Grants: Agenda

- Brief history of Opioid Settlement
- State of Florida requirements
- Opioid Support Grants Program timeline
- Selected awardees
- Next steps

Opioid Support Grants: How we got here

- In 2018 and 2019, the City signed on to several lawsuits against prescription opiate manufacturers, distributors, and retailers under the National Prescription Opiate Litigation umbrella
- States brought their local governments together to form statewide plans on how to manage the incoming settlement dollars
- In November 2021, the State of FL Statewide Response Agreement was signed and divided opioid settlement monies into State, Regional, and Local buckets

Opioid Support Grants: State requirements

- As outlined in the State of Florida Opioid Response Agreement, there are expenditure and reporting requirements
  - Exhibits A and B: Approved Uses – dictates how the funds can be spent by the City
    - The settlement dollars must be used to fund opioid education, treatment, and prevention strategies
  - Required financial and programmatic reporting by cities/counties and by the providers receiving funding from those local governments
  - Oversight by DCF, Statewide Council on Opioid Abatement

Opioid Support Grants: Funding reminder

- Spread over a period of **18 years**, the City is expected to receive approximately $6,000,000
  - The total funding expected each year continues to vary, this total is an estimate
- To date, the City has received **$1,089,882.21**
  - FY23: received $310,871.37
  - FY24: received $779,010.84
- $0 expended to date

Opioid Support Grants: Grant program timeline

- On September 5, 2024, Council approved and appropriated funds for the Opioid Support Grants program
- Grant applications opened on September 6, 2024 via OpenGov
  - Up to $1,000,000 made available to fund these grant awards
  - 2 tiers of funding to cover a variety of organization sizes, capacities, and project scopes: Up to $25,000 / Up to $100,000
- Original deadline: October 20, 2024
- Extended deadline due to hurricanes: November 17, 2024

Opioid Support Grants: Grant program timeline

- Review committee deliberations took place: January 13, 2025
  - 11 applications received, from 8 organizations
  - 1 application was ineligible
  - Committee deliberated on 10 applications – three in $25K tier, seven in $100K tier
    - **7 applications recommended for award (5 total orgs)**
      - 2 in $25K tier
      - 5 in $100K tier
      - For a total of $**532,212.55 awarded**

Opioid Support Grants: Selected Awardees

$25,000 Tier Awardees (2):

- **Live Tampa Bay – $24,990.75**
  - Funding Category: Treatment and Recovery Support Services
  - City Priority Area: Peer Support
  - Certification courses, training costs, stipends, and job support for 25 peer support specialist candidates
- **PERC – $24,828.00**
  - Funding Category: Overdose Prevention and Harm Reduction
  - City Priority Area: Harm Reduction
  - Harm reduction presentations to community orgs and businesses with Narcan training and distribution

Opioid Support Grants: Selected Awardees

$100,000 Tier Awardees (5):

- **WestCare– $100,000**
  - Funding Category: Treatment and Recovery Support Services
  - City Priority Area: Peer Support
  - Salaries for 2 peer support specialists, a new service provision at their St. Pete residential site
- **Drug Free America Foundation – $82,840**
  - Funding Category: Prevention and Education
  - PhotoVoice participatory research storytelling, public exhibits with panel discussions and educational workshops, anti-stigma campaign

Opioid Support Grants: Selected Awardees

$100,000 Tier Awardees (5):

- **Operation PAR – $100,000**
  - Funding Category: Treatment and Recovery Support Services
  - Offsets the cost of Medication Assisted Treatment (MAT) for those who cannot afford it
- **PERC – $99,612.80**
  - Funding Category: Overdose Prevention and Harm Reduction
  - City Priority Area: Peer Support, Harm Reduction
  - Increasing staffing at IDEA to include peer support and additional outreach, expanding operations to 5 days per week

Opioid Support Grants: Selected Awardees

$100,000 Tier Awardees (5):

- **Live Tampa Bay – $99,940**
  - Funding Category: Treatment and Recovery Support Services, Prevention and Education, Overdose Prevention and Harm Reduction
  - City Priority Area: Harm Reduction, Respite Housing
  - Anti-stigma campaign, street outreach with wound care kits and Narcan, 24/7 respite recovery housing with transportation

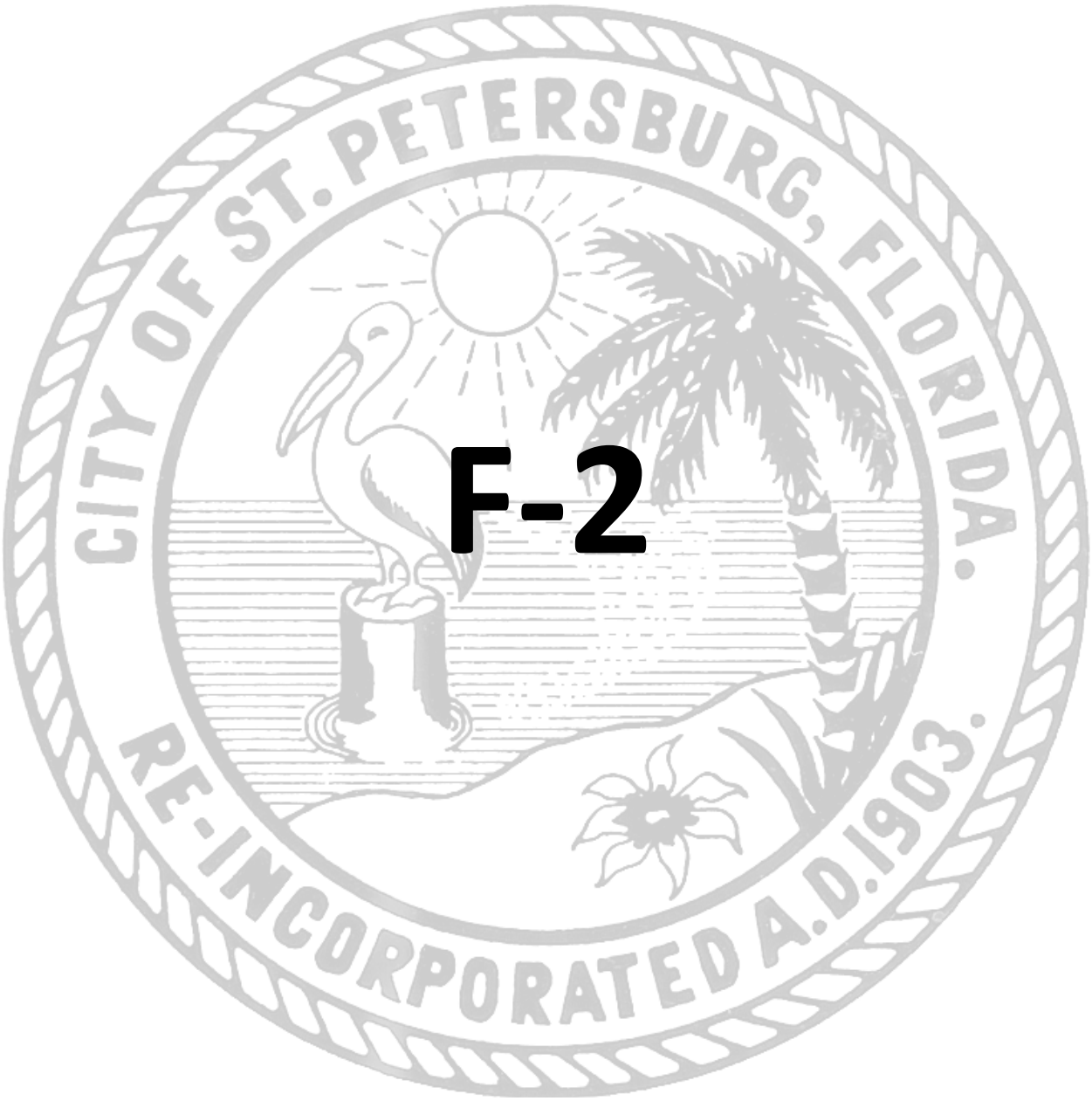
Opioid Support Grants: Next steps

- Council update 2/20/2025 – no Council action required
- Executing agreements with all awardees
- Performance period: 3/1/2025 to 2/28/2026
  - Monthly invoicing and programmatic reporting to City
  - Monthly data reports to State
  - Impact reporting to Council as outcomes are shared

THANK YOU

Jess Riedel – Senior Operations Analyst
Jess.Riedel@stpete.org
727-893-7901

The following page(s) contain the backup material for Agenda Item: A resolution authorizing the Mayor or his designee to accept grant funding in the amount of $800,000 from Pinellas Community Foundation (“Foundation”) through the We Are St. Pete Fund to be used to fund three different programs, including the Small Business Disaster Assistance Program, the Housing Disaster Assistance Program, and the Housing Disaster Assistance Program for City of St. Pete employees who are not St. Pete residents; approving a supplemental appropriation in the amount of $800,000 from the increase in the unappropriated balance of the General Fund (0001) resulting from these additional grant revenues to the Housing and Neighborhood Services Administration Department, Administration Division (080-1065), We Are St. Pete Fund Project (20934); authorizing the Mayor or his designee to allocate funds among the We Are St. Pete Fund programs; authorizing the Mayor or his designee to execute all documents necessary to receive the grant funds; and providing an effective date.
Please scroll down to view the backup material.



F-2

ST. PETERSBURG CITY COUNCIL
Report
Meeting of February 20, 2025

TO: The Honorable Copley Gerdes, Chair, and Members of City Council

SUBJECT: A resolution authorizing the Mayor or his designee to accept grant funding in the amount of $800,000 from Pinellas Community Foundation ("Foundation") through the We Are St. Pete Fund to be used to fund three different programs, including the Small Business Disaster Assistance Program, the Housing Disaster Assistance Program, and the Housing Disaster Assistance Program for City of St. Pete Employees who are not St. Pete residents; approving a supplemental appropriation in the amount of $800,000 from the increase in the unappropriated balance of the General Fund (0001) resulting from these additional grant revenues to the Housing and Neighborhood Services Administration Department, Administration Division (080-1065), We Are St. Pete Fund Grant Project (20934); authorizing the Mayor or his designee to allocate funds among the We Are St. Pete Fund programs; authorizing the Mayor or his designee to execute all documents necessary to receive the grant funds; and providing an effective date.

EXPLANATION:

Overview of the We Are St. Pete Fund

On September 26, 2024, Hurricane Helene made landfall in Florida. With a storm surge exceeding six feet and more than 100 miles of roads flooded, many homes, businesses, and vital infrastructure were severely impacted in our city. On October 2, 2024, the City of St. Petersburg, in partnership with Pinellas Community Foundation, announced the creation of the We Are St. Pete Fund to assist in fundraising for disaster relief for residents, small businesses, and City of St. Petersburg employees recovering from Hurricane Helene. On October 9, 2024, Hurricane Milton made landfall and further compounded the devastation experienced by our community. The need and support for the We Are St. Pete Fund grew even further as residents faced recovering from two major hurricanes within two weeks.

While immediate recovery efforts are underway, the journey to rebuild will take time and resources. Tens of thousands of homes have been affected, many of which lack sufficient insurance coverage or means to recover quickly. Small businesses, the lifeblood of our community, are struggling to reopen. Furthermore, the dedicated City of St. Petersburg employees, who have been on the front lines of recovery efforts, have also experienced devastating personal losses from this disaster.

Thousands of families are facing the daunting task of restoring their homes, replacing lost belongings, and securing temporary shelter. Small businesses are fighting to stay afloat as they face extensive repairs. These vulnerable communities cannot afford to wait, and their recovery is essential for the well-being of St. Petersburg as a whole. However, recovery is only the first step. As we look beyond the initial crisis, we must also focus on building a more resilient community—one better prepared for future storms and environmental challenges. The We Are St. Pete Fund

will provide the flexibility to address both immediate relief and longer-term strategies, from repairing homes and businesses to improving infrastructure and preparing for future disasters.

As of February 3, 2025, a total of $1,019,236.36 has been raised (including pledges). This includes the City's contribution of $200,000: up to $100,000 to cover any administrative costs and $100,000 to go directly to disaster relief recipients. Covering administrative costs allows 100% of each gift to go directly to disaster survivors. Any remaining administrative dollars will be reallocated directly to disaster survivors. At the writing of this memo, the administrative costs are expected to be much lower than originally projected as a result of operationalizing programs internally.

To date, $100,000 has been received from Pinellas Community Foundation for Rapid Resolution needs, which seeks to provide immediate financial assistance to residents to prevent homelessness while additional disaster recovery resources are turned on and FEMA and insurance processes are followed. This allocation was approved by City Council on 12/12/2024.

After conversations with City Council at Housing, Land Use, and Transportation Committee meetings on 12/5/2024 and 1/9/2026, Administration has identified the parameters for the following additional We Are St. Pete Fund programs: 1) Small Business Disaster Assistance Program; 2) Housing Disaster Assistance Program for residents; and 3) Housing Disaster Assistance Program for non-city-resident City Employees.

This memo outlines the parameters and initial funding allocations for each program. This approach and usage of funds has been reviewed and approved by Pinellas Community Foundation.

Small Business Disaster Assistance Program - $200,000

The city's locally owned and operated small businesses help tie together the fabric of our community and many residents rely on these businesses for their livelihood. Small businesses continue to feel the impacts from Hurricanes Helene and Milton. In conjunction with our economic development partners, including the Chamber of Commerce, the Downtown Business Association, the EDGE District, and the St. Pete Arts Alliance, several business needs were identified from the storms, including:

- Repairing physical property damage
- Replacing lost inventory and equipment
- Managing temporary relocation expenses

Businesses started picking up the pieces after the storms passed, applying for and learning what would be covered under their insurance, FEMA, SBA, and other resources, hoping to reopen as quickly as they could. Some businesses were able to cobble together the resources to do so, but other businesses have not reopened at all or have only been able to partially open at limited capacity, due to the extent of the repairs needed at their site and associated costs.

Utilizing $200,000 from the We Are St. Pete Fund, Administration seeks to capture these highest priority cases: those businesses that have not yet been able to reopen or get fully back up and running due to the storm effects, and therefore are not able to restart bringing in the revenues needed to sustain their business moving forward. The City's goal is to provide critical support for

businesses to help offset the expenses of unexpected equipment, inventory, and structural damage that reduced business operations or forced the business owner to relocate due to Hurricanes Helene and/or Milton.

Small Business Disaster Assistance Program funding will be deployed by the Economic and Workforce Development Department via an OpenGov application, following the below parameters:

- Awards are grants with a purpose of disaster relief and recovery, not loans. No payback is required except in cases of fraud or noncompliance.
- Eligibility Criteria includes:
    - All businesses must be based within the boundaries of the City of St. Petersburg.
    - All businesses must be independently owned and operated.
    - All businesses must have proof of eligible losses.
    - All businesses must be currently viable i.e., expected to reopen or resume operation.
    - All businesses have been in formal operation within the City of St. Petersburg since September 15, 2024, or longer.
    - All businesses must have no more than 50 full-time and part-time employees at the time of application.
- Grant funding will be broken down into 4 categories:
    - Equipment and Inventory Damage (Shared Commercial Space and Home-based Businesses): $2,500
    - Equipment and Inventory Damage (Brick and Mortar): $5,000
    - Structural Damage: $10,000
    - Equipment, Inventory, and Structural Damage: $15,000
- Eligible uses of these funds include the following activities:
    - **Equipment and Inventory Damage**
        - Equipment damaged by Hurricanes Helene and/or Milton, such as:
            - Computers, servers, and other technology
            - Furniture, fixtures, and other equipment relative to the business operation
        - Inventory damaged by Hurricanes Helene and/or Milton (i.e., products and materials that are ready to sell or are used in production).
        - Businesses may be reimbursed for equipment and inventory purchased after September 25, 2024, due to damage caused by Hurricanes Helene and/or Milton.
    - **Structural Damage**
        - Physical improvement capital investments that may require building permits to repair interior and exterior damage caused by Hurricanes Helene and/or Milton such as:
            - Interior or exterior construction
            - Windows, doors, and shutters
            - Parking lot improvements pursuant to allowable current City Code
            - Permanently installed capital equipment
            - Patio/structure of a permanent nature

- Façade improvements/restoration improvements
- Awning installation
- Signage - exterior
- Building - exterior repair, restoration improvements
- Lighting - exterior
- Plumbing, electrical, filtration, and HVAC improvements
- Accessibility improvements
- Carryout/Curbside pickup reconfigurations, including permanent signage
- Other similar improvements

- Relocation costs related to damage from Hurricanes Helene and/or Milton (The relocation must remain within the City of St. Petersburg).

Housing Disaster Assistance Program – for City of St. Pete Residents - $400,000

Through a combination of $1.4M in SHIP, HOME, and ARPA dollars, the Housing and Community Development Department has proposed a Housing Disaster Assistance Program for city residents. In accordance with best practices in disaster philanthropy, dollars at this limited scale are best utilized for mid- to long-term recovery, once insurance and FEMA resources have been explored and exhausted. Oftentimes gaps and unmet needs remain for residents, even after receiving assistance from insurance and/or FEMA. That gap is even wider for residents who are underinsured or uninsured.

Instead of creating a new, separate program using We Are St. Pete Fund dollars that seeks to address the same purpose, Administration proposes utilizing $400,000 from the We Are St. Pete Fund to mirror the existing Housing Disaster Assistance Program to maximize impact. This Housing Disaster Assistance Program seeks to provide critical financial assistance to homeowners and tenants for storm damage repairs, offsetting the cost of insurance deductibles, or covering rent and utility arrears.

Parameters for this program are detailed below, however one key difference between the funding streams is the Area Median Income (AMI) limit. With We Are St. Pete Fund dollars, a maximum income threshold of 140% AMI is proposed for resident eligibility for this program. With the remaining funding streams (HOME, SHIP, ARPA), a maximum income threshold of 80% AMI is required by the funding source guidelines. There will be one application for residents to complete, with the differentiation between funding streams occurring on the back end during staff processing.

Please note, City employees who are residents of St. Petersburg would access financial assistance through this program if they are eligible.

Housing Disaster Assistance Program funding for city residents will be deployed using the following parameters:

- Eligible Services:
  - Storm Damage Repairs
    - $30,000 limit per household

        - Tree removal
        - Home structure repairs
        - Interim repairs
    - Insurance Deductibles
        - Up to $5,000 per household to offset the cost of the insurance deductible required to receive their allotted insurance coverage and payout.
    - Rent and Utility Arrears
        - Up to 3 months of payments - $10,000 total limit
        - No payments will be issued for anything prior to September 26, 2024 (Hurricane Helene)
- Area Median Income (AMI) limits
    - 80% AMI or below will be required for the HOME/SHIP/ARPA-funded applications, which make up the majority of these funds (approximately $1.4M).
    - <u>That limit increases to 140% AMI for applications funded by the $400,000 allocated to this program from the We Are St. Pete Fund.</u>
- Residents may use their own contractor or a City contractor, all of which must be licensed, insured, and registered as a vendor in OpenGov.
- Residents will apply through Neighborly, though paper applications are always available for those who need it.
- Housing and Community Development Department will follow Rehabilitation Program Guidelines for Underwriting and Construction:
    - Only exceptions to the guidelines will be for HUD and SHIP program waivers.
    - There is a self-attestation for individuals with assets under $50,000.
    - FEMA award/denial letter and insurance reimbursement/denial letters are required.
    - Insurance documentation is required for deductible payments.

<u>Housing Disaster Assistance Program – for City of St. Pete Employees who are not St. Pete residents – $200,000</u>

City of St. Pete Employees were on the frontlines of hurricane preparation, response, and recovery. Many employees faced significant impacts and loss at their own homes and still showed up to work day after day to fulfill their mission to serve city residents through back-to-back devastating storms.

The housing affordability crisis previously priced out many employees from living within the city limits. However, living outside of St. Pete city limits does not mean that these employees are not critical to the success of the City or not vital to the City's ability to serve its residents. As such, City employees who live out of the city limits and have been impacted by the storms will be eligible to apply for financial assistance mirroring the Housing Disaster Assistance Program for residents outlined above.

All parameters outlined above will be mirrored for this non-city-resident employee program, and the AMI limit will also be capped at 140% AMI. Housing and Community Development will administer this program as part of their overall Disaster Assistance Program, and partner with Human Resources to connect with and confirm eligibility for employees. $200,000 from the We Are St. Pete Fund will be allocated to this program.

Conclusion

It is anticipated that the Small Business program will launch first, once City Council approval of this corresponding resolution occurs.

The Housing Disaster Assistance Program for both residents and non-city-resident City employees will then launch later in Q1 2025.

Administration seeks approval for the above plan, with flexibility to allocate dollars between each category as community need and usage data dictate. As each program is ready to launch, Pinellas Community Foundation will grant the City the funds allocated to each program as described. Pinellas Community Foundation will additionally approve any allocations between line items and use of additional funds added to each category as funds continue to be raised.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor or his designee to accept grant funding in the amount of $800,000 from Pinellas Community Foundation ("Foundation") through the We Are St. Pete Fund to be used to fund three different programs, including the Small Business Disaster Assistance Program, the Housing Disaster Assistance Program, and the Housing Disaster Assistance Program for City of St. Pete Employees who are not St. Pete residents; approving a supplemental appropriation in the amount of $800,000 from the increase in the unappropriated balance of the General Fund (0001) resulting from these additional grant revenues to the Housing and Neighborhood Services Administration Department, Administration Division (080-1065), We Are St. Pete Fund Grant Project (20934); authorizing the Mayor or his designee to allocate funds among the We Are St. Pete Fund programs; authorizing the Mayor or his designee to execute all documents necessary to receive the grant funds; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Revenues of $800,000 will be received from Pinellas Community Foundation and deposited into the General Fund. Funds will be available after the approval of a supplemental appropriation in the amount of $800,000 from the increase in the unappropriated balance of the General Fund resulting from these revenues to the Housing and Neighborhood Services Administration Department, Administration Division (080-1065), We Are St. Pete Fund Grant Project (20934).

ATTACHMENTS:
Resolution

APPROVALS:

Administration: AC Foster Budget: Lance Stanford

Resolution No. 2025 - _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT GRANT FUNDING IN THE AMOUNT OF $800,000 FROM PINELLAS COMMUNITY FOUNDATION ("FOUNDATION") THROUGH THE WE ARE ST. PETE FUND TO BE USED TO FUND THREE DIFFERENT PROGRAMS, INCLUDING THE SMALL BUSINESS DISASTER ASSISTANCE PROGRAM, THE HOUSING DISASTER ASSISTANCE PROGRAM, AND THE HOUSING DISASTER ASSISTANCE PROGRAM FOR CITY OF ST. PETE EMPLOYEES WHO ARE NOT ST. PETE RESIDENTS; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $800,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001) RESULTING FROM THESE ADDITIONAL GRANT REVENUES TO THE HOUSING AND NEIGHBORHOOD SERVICES ADMINISTRATION DEPARTMENT, ADMINISTRATION DIVISION (080-1065), WE ARE ST. PETE FUND PROJECT (20934); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ALLOCATE FUNDS AMONG THE WE ARE ST. PETE FUND PROGRAMS; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO RECEIVE THE GRANT FUNDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in response to the needs of residents who have been adversely affected by Hurricane Helene and Hurricane Milton (the "Storms"), the City of St. Petersburg ("City") established the We Are St. Pete Fund ("Fund") within Pinellas Community Foundation ("Foundation"); and

WHEREAS, the Fund's purpose is to address critical needs arising from the Storms' impacts, providing essential support to: (i) small businesses located within the City limits seeking to reopen or stay open for the community and their employees, (ii) uninsured and/or underinsured individuals and families that are residents of the City, and (iii) impacted City employees that may reside within or outside of the City limits ("Recipients") during this challenging time; and

WHEREAS, the Foundation has approved the proposed plan to provide $800,000 in grant funds to be utilized to fund three (3) programs (each a "Program;" collectively the "We Are St. Pete Fund Programs") established by the City designed to deploy these monies to Recipients; and

WHEREAS, the first Program, the Small Business Disaster Assistance Program, will utilize $200,000 from the Fund to assist small business Recipients with repairing physical property damage and equipment, replacing lost inventory, and managing temporary relocation expenses; and

WHEREAS, the second Program, the Housing Disaster Assistance Program for St. Pete Residents, will utilize $400,000 from the Fund to assist St. Pete residential Recipients with storm damage repairs, insurance deductibles, and rent and utility arrears, which will be limited to applicants who are at or below 140% of the Area Median Income ("AMI"); and

WHEREAS, the third Program, the Housing Disaster Assistance Program for City of St. Pete Employees who are not St. Pete Residents, will utilize $200,000 from the Fund to assist City employees that do not reside within St. Petersburg city limits to assist these Recipients with storm damage repairs, insurance deductibles, and rent and utility arrears, which will be limited to applicants who are at or below 140% of the AMI; and

WHEREAS, the grant funds are intended to fill gaps for Recipients that insurance, FEMA, and other funding sources are unable to cover; and

WHEREAS, each Program will have funding caps for Recipients, dependent on the Program and the specific request; and

WHEREAS, Administration believes that it is reasonably foreseeable that as funds get distributed to Recipients through the Programs, it may become necessary to change the allocation of funds among the We Are St. Pete Fund Programs to meet evolving demand that is not known at this point and that the City Council currently authorize such internal changes in allocation; and

WHEREAS, Administration recommends acceptance of the grant funding from the Foundation.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, that the Mayor or his designee is authorized to accept funding in the amount of $800,000 from Pinellas Community Foundation ("Foundation") to be used to fund three (3) different programs ("We Are St. Pete Fund Programs"), including the Small Business Disaster Assistance Program, the Housing Disaster Assistance Program for St. Pete Residents, and the

Housing Disaster Assistance Program for City of St. Pete Employees who are not St. Pete Residents.

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated fund balance of the General Fund (0001), resulting from these additional grant revenues, the following supplemental appropriation for FY25:

General Fund (0001)
Housing and Neighborhood Services Administration Department,
Administration Division (080-1065),
We Are St. Pete Fund Project (20934) $800,000

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to allocate funds among the We Are St. Pete Fund Programs.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to receive the grant funds.

This Resolution shall become effective immediately upon its adoption.

LEGAL:	DEPARTMENT:	BUDGET:
/s/: Michael J. Dema		
00791497		

We Are St. Pete Fund: Housing & Small Business Programs

City Council Report – February 20, 2025



We Are St. Pete Fund: Agenda

- Brief history of the We Are St. Pete Fund
- Overview of Programs
  - Housing Disaster Assistance Program
    - For residents
    - For non-city-resident City employees
  - Small Business Disaster Assistance Program
- Next steps

We Are St. Pete Fund: How we got here

- September 26, 2024

  Hurricane Helene made landfall in FL

- October 2, 2024

  We Are St. Pete Fund launched to raise funds for disaster relief after devastating effects from Helene

  Partnership between the City and Pinellas Community Foundation

- October 9, 2024

  Hurricane Milton made landfall in FL

We Are St. Pete Fund: How we got here

- At launch, we identified that the fund would benefit St. Pete residents, small businesses, and City employees who all have been significantly impacted by Hurricane Helene
  - Once Hurricane Milton hit, expanded to include impacts from either or both storms

- City seeded the Fund with $200,000 – $100K to benefit disaster survivors, up to $100K for administration costs, with any leftover admin costs going to direct relief
  - *Program operations are occurring in-house, so minimal admin costs are needed

We Are St. Pete Fund



WE ARE ST. PETE Fund

Let's work together

Total Raised

$1,019,236.36

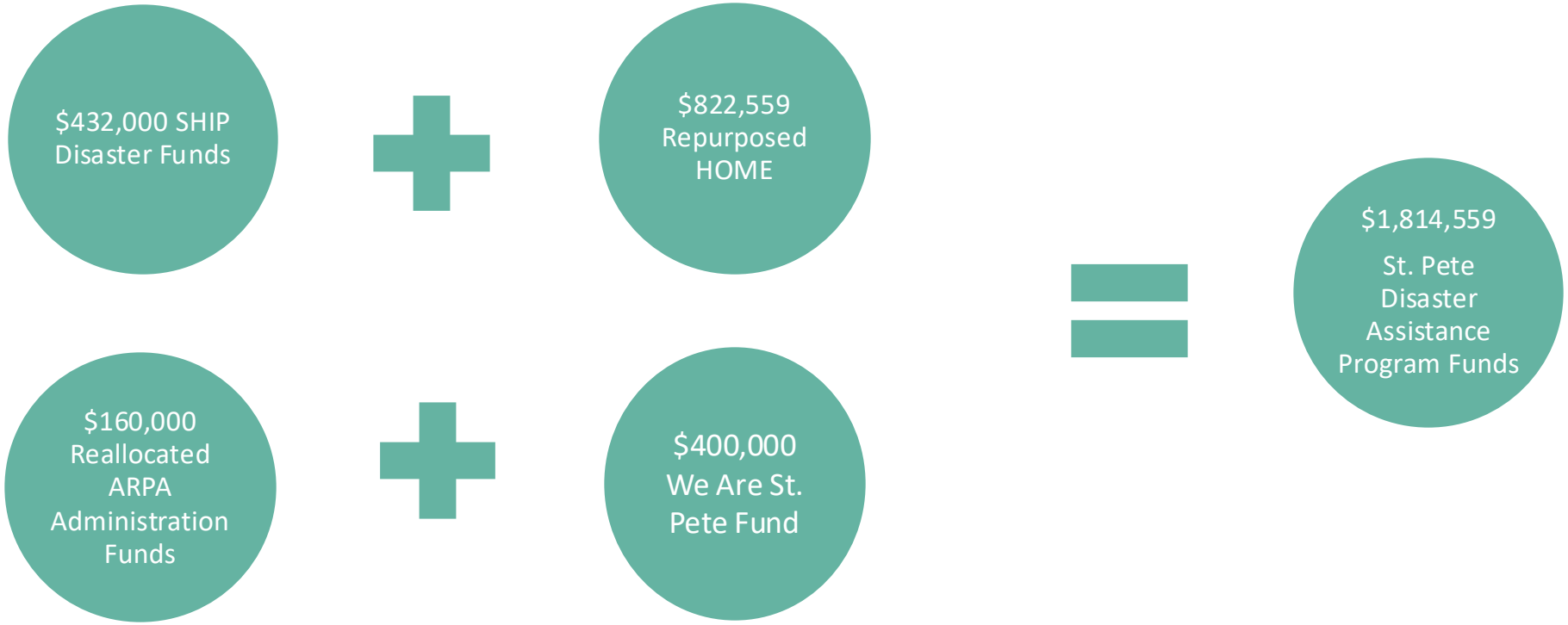
The figure shown includes pledges and donations, minus credit card processing fees. Current as of 11:59 pm, Tuesday, Feb 3, 2025.

We Are St. Pete Fund: Funding summary

Program Category:	Proposed initial allocations:
Housing Disaster Assistance Program – for residents	$400,000
Housing Disaster Assistance Program – for non-city-resident City Employees	$200,000
Small Business Disaster Assistance Program	$200,000
Rapid Resolution – previously appropriated by Council	$100,000
Administration costs	Up to $100,000 **majority of these dollars will be not be needed for admin costs and will be allocated to other categories*
Total:	**$1,000,000**

We Are St. Pete Fund: Housing Disaster Assistance Program

- Housing & Community Development Dept is creating a Disaster Assistance Program for residents
  - Using SHIP, HOME, ARPA dollars
- **$400,000 from We Are St. Pete Fund** will add to that total funding source



We Are St. Pete Fund: Housing Disaster Assistance Program

- Eligible Activities:
  - Storm Damage Repairs
    - $30,000 Limit
    - Tree Removal
    - Home Structure Repairs
    - Interim Repairs
  - Insurance Deductibles
    - Up to $5,000
  - Rent and Utility Arrears
    - Up to three months of payments
    - No payments for anything prior to September 26, 2024 (Hurricane Helene)
    - $10,000 Limit

We Are St. Pete Fund: Housing Disaster Assistance Program

- AMI caps
  - 80% AMI for SHIP, HOME, ARPA
  - **140% AMI for We Are St. Pete Fund**
  - One application for residents through Neighborly – funding source determined by staff in back-end processing
- May Use Own Contractor Or City Contractor
  - Must be licensed and insured, registered as a city vendor in OpenGov
- Will follow Rehabilitation Program Guidelines for Underwriting and Construction
  - Only expectations to the guidelines will be for HUD and SHIP Program Waivers
  - There is self-attestation for individuals with assets under $50,000
  - FEMA award/denial letter and insurance reimbursement/denial letter required
  - Insurance documentation required for deductible payments

We Are St. Pete Fund: Housing Disaster Assistance Program for non-city-resident City Employees

- For City Employees who do not live within St. Pete city limits
- $200,000 from We Are St. Pete Fund
- Mirrors the Housing Disaster Assistance Program for residents
  - With the same 140% AMI cap
- HR and HCD will partner to administer this program
  - HR will liaise with employees and determine if they meet the employee criteria
  - HCD will process the applications following their same process

We Are St. Pete Fund: Small Business Disaster Assistance Program

- Economic and Workforce Development Dept will administer
- $200,000 from We Are St. Pete Fund
- For businesses:
  - Based in St. Pete
    - Brick and Mortar, home-based, and businesses operating out of shared commercial spaces are eligible
  - Independently owned and operated
  - With no more than 50 full-time and part-time employees
  - In operation since Sept 15, 2024, or longer
  - With proof of eligible losses
  - Expected to reopen or resume full operation

We Are St. Pete Fund: Small Business Disaster Assistance Program

- These are grants, not loans
- Applications processed through OpenGov

- Funding Tiers:
  - Equipment and Inventory Damage (Shared Commercial Space and Home-based Businesses): $2,500
  - Equipment and Inventory Damage (Brick and Mortar): $5,000
  - Structural Damage: $10,000
    - This also includes relocation costs (within St. Pete) related to damage from the hurricanes
  - Equipment, Inventory, and Structural Damage: $15,000

We Are St. Pete Fund: Next steps

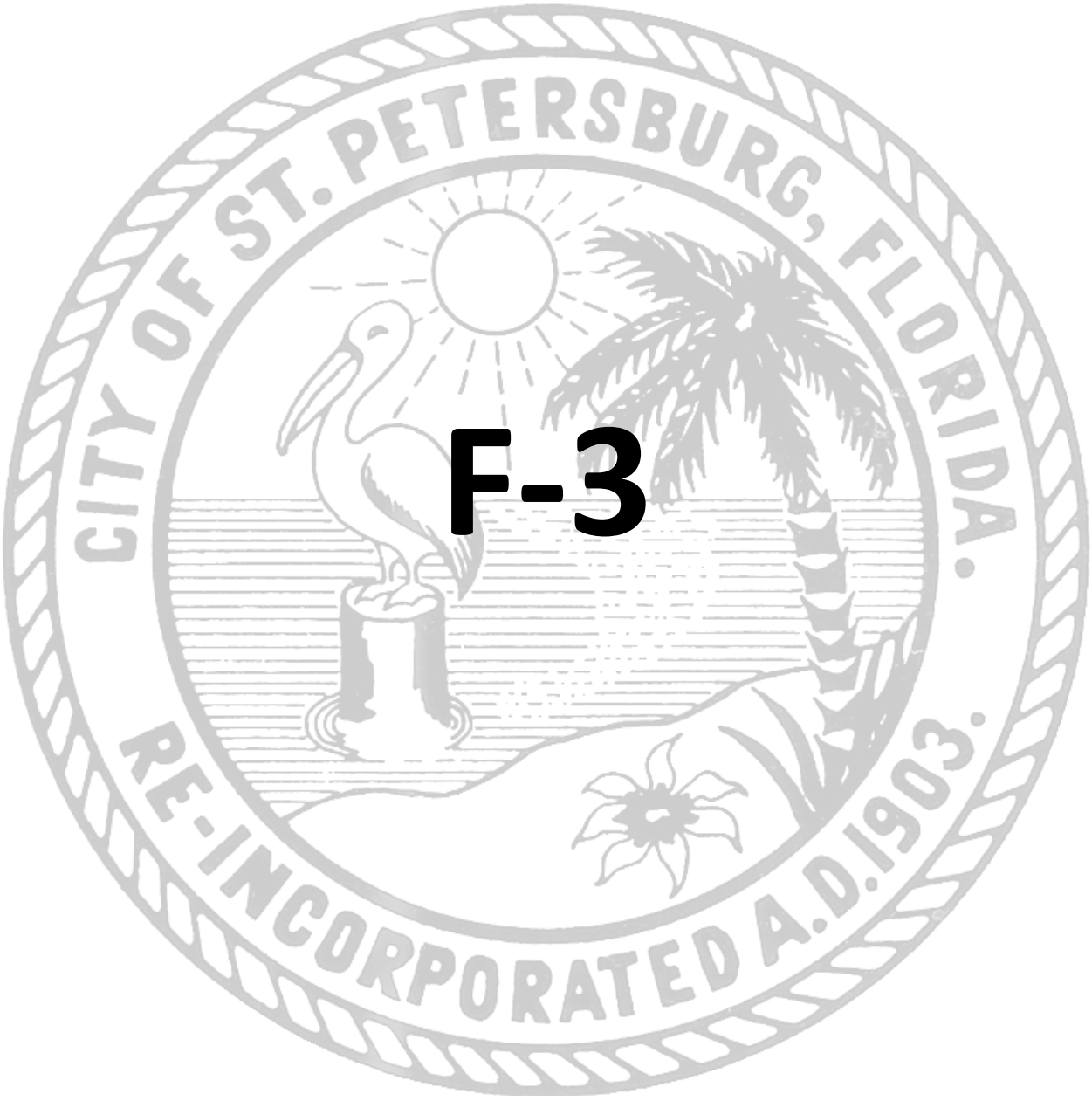
- Administration recommends approval of this overall We Are St. Pete Fund program plan

- As each program is ready to launch, Pinellas Community Foundation will approve the usage and grant the City those specific program funds
  - Small Business program will launch first after Council approval
  - Followed by both Housing Disaster Assistance Programs later in Q1

THANK YOU

st.petersburg
www.stpete.org

The following page(s) contain the backup material for Agenda Item: Azalea Gateway Multifamily Development Funding
Please scroll down to view the backup material.



F-3

ST. PETERSBURG CITY COUNCIL

Meeting of February 20, 2025

TO: The Honorable Copley Gerdes, Chair and Members of City Council

SUBJECT: A resolution approving an agreement between the City of St. Petersburg and Azalea Porter Land, LLC for the City to provide Housing Capital Improvement Program Funding in an amount not to exceed $6,000,000, contingent upon certain conditions, for the construction of Azalea Gateway, a multi-family housing development within the city limits consisting of not less than 340 dwelling units of which 102 will be affordable and workforce housing units; approving rescissions of unencumbered appropriations in the Housing Capital Improvement Fund (3000) in the amount of $1,025,956 from the Affordable/Workforce Housing Project (16670), $675,000 from the Affordable/Workforce Housing FY24 Project (19769), and $675,000 from the Affordable/Workforce Housing FY25 Project (20445); approving a supplemental appropriation in the amount of $6,000,000 from the unappropriated balance of the Housing Capital Improvement Fund (3000), partially resulting from the above rescissions, to the Azalea Gateway Project (20991); authorizing the City Attorney's office to make non-substantive changes to the agreement; authorizing the Mayor or his designee to execute the agreement and all other documents necessary to effectuate this transaction; and providing an effective date.

PROJECT OVERVIEW: The applicant, Azalea Porter Land, LLC, plans to redevelop the site located at 1501 72nd Street North (the former Raytheon property).

The applicant proposes to construct as phase one of a three phase project a multi-family community consisting of 340 dwelling units of which 102 will be restricted as affordable and workforce apartments for a period of fifty (50) years. The development will consist of a mix of 1,2, and 3-bedroom garden style units. The proposed affordability provision of the apartments is as follows with a minimum 50-year affordability period:

- 51 units for households at 80% of area median income and below (currently $68,800 for a family of three)
- 51 units for households at 120% of area median income and below (currently $103,200 for a household of three)

The project will utilize HB 1339 to develop a residential project on Industrial zoned land and will restrict 30% of the total units as affordable/workforce housing. St Petersburg City Council approved a site plan under AHSPR 23-02 on July 20, 2023 inclusive of all three phases of the project and subject to twenty three (23) special conditions of approval, a copy of which is attached hereto.

PROJECT FUNDING: The total project cost is projected to be $109,828,089, making the per unit cost $323,024. At $6.0M, the City of St Petersburg subsidy equals $17,647 per unit.

Key funding sources include a Commercial Bank Construction Loan ($65,897,093), Investor Equity ($32,223,377), City of St Petersburg ($6,000,000), Pinellas County ($5,250,000), and Sales Tax Rebate ($457,619).

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution approving an agreement between the City of St. Petersburg and Azalea Porter Land, LLC for the City to provide Housing Capital Improvement Program Funding in an amount not to exceed $6,000,000, contingent upon certain conditions, for the construction of Azalea Gateway, A multi-Family housing development within the city limits consisting of not less than 340 dwelling units, 102 of which will be affordable and workforce units; approving rescissions of unencumbered appropriations in the Housing Capital Improvement Fund (3000) in the amount of $1,025,956 from the Affordable/Workforce Housing Project (16670), $675,000 from the Affordable/Workforce Housing FY24 Project (19769), and $675,000 from the Affordable/Workforce Housing FY25 Project (20445); approving a supplemental appropriation in the amount of $6,000,000 from the increase in the unappropriated balance of the Housing Capital Improvement Fund (3000), partially resulting from the above rescissions, to the Azalea Gateway Project (20991); authorizing the City Attorney's office to make non-substantive changes to the agreement; authorizing the Mayor or his designee to execute the agreement and all other documents necessary to effectuate this transaction; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds will be available after the approval of rescissions of unencumbered appropriations in the Housing Capital Improvement Fund (3000) in the amount of $1,025,956 from the Affordable/Workforce Housing Project (16670), $675,000 from the Affordable/Workforce Housing FY24 Project (19769), and $675,000 from the Affordable/Workforce Housing FY25 Project (20445) and a supplemental appropriation in an amount of $6,000,000 from the increase in the unappropriated balance of the Housing Capital Improvement Fund (3000), partially resulting from the above rescissions, to the Azalea Gateway Project (20991).

ADMINISTRATION A. Foster

BUDGET Lance Stanford

ATTACHMENTS: Illustration, AHSPR 23-02 Approval

ILLUSTRATION









July 21, 2023

Sent via U.S. Mail and Email to:
BJA@macfar.com
lportercfit@gmail.com

Azalea Porter Land, LLC
2502 N Rocky Point Drive, Suite 1050
Tampa, Florida 33607

Brian Aungst
625 Court Street, Suite 200
Clearwater, Florida 33756

Re: Case No.: AHSPR 23-02
Address: 1501 72nd St North
Parcel ID No.: 07_31_16_931681_001_0010; _0020; _0030; _0050; _0060; _0070
Request: Approval of an affordable housing site plan to construct eleven four story buildings with up to 1,058 dwelling units. 318 of the units will be affordable/workforce housing.

Dear Applicant:

The Saint Petersburg City Council at its hearing on July 20, 2023, made a motion to approve the above-referenced item. The motion to approve passed by a vote of 8 to 0, thereby approving the request. A copy of the action taken record is enclosed. The special conditions are as follows:

SPECIAL CONDITIONS OF APPROVAL:

1. Prior to the issuance of a building permit, the applicant or property owner shall record a Declaration of Restrictions on the property, which must be approved as to content and form by the City Attorney's Office prior to recordation. The Declaration of Restrictions will require the dwelling units to be income and rent restricted in accordance with this report for a minimum period of 30 years from the date of the Certificate of Occupancy. The unit mix will include 159 units at 80% AMI and below, and 159 units at 120% AMI and below.

2. The applicant or property owner shall provide an annual report to the City of St. Petersburg providing evidence of income verification for affordable and workforce units. At the request of the City, the property owner shall provide documentation of a tenant's income and shall permit the City to inspect a vacant dwelling unit or an occupied unit with the permission of the tenant.

3. The applicant or property owner shall income verify all affordable/workforce tenants and failure to rent the units to income qualified tenants at rents at or below those approved by and promulgated by the State of Florida for Multi- Family Rental Programs in accordance with the income levels established by Special Condition Number One in this report shall be a violation of this special condition of approval and, as such, a violation of the City Code enforceable by the City of St. Petersburg Codes Compliance Assistance Department. Rents found to be charged in excess of the income and rent categories referenced in the Declaration of Restrictions shall be required to be reimbursed to the tenants. Income increases for existing tenants shall be regulated by the guidelines published for the Low-Income Housing Tax Credits (LIHTC) program.

4. The applicant or property owner shall provide evidence of a management company with experience in affordable housing income documentation requirements and a management plan prior to issuance of a Certificate of Occupancy. Any change to the management company or management plan during the required

affordability period shall be reported via letter or electronic mail to the City's Housing & Community Development department.

5. No structures, including dumpster enclosures and bicycle storage, shall be located in an easement. Any necessary relocation of structures due to easements shall be approved by the Housing & Neighborhood Services Administrator or City Administrator.

6. All buildings on-site shall be connected via a sidewalk network. Please see attached Site Plan marked up by Planning for required connections.

7. The sidewalks on private property shall connect to the public sidewalks in the abutting rights-of-way.

8. Pedestrian scale lighting shall be provided along the internal sidewalk network.

9. All buildings on-site shall comply with Section 16.20.030.11 Building Design. The architectural elevations submitted for permitting shall be substantially similar to those attached to this report.

10. Signs, if proposed on the site, shall comply with all sign regulations of Chapter 16 of the City Code.

11. The proposed location of on-site dumpsters shall be approved by the City's Sanitation Department. Dumpsters shall have an enclosure with opaque gates.

12. Any mechanical equipment abutting rights-of- way shall be screened with architectural features that match the building.

13. Exterior lighting shall comply with Section 16.40.070.

14. Bicycle parking shall comply with Section 16.40.090.4.1.

15. Plans shall be revised as necessary to comply with comments provided by the City's Engineering Department in the attached memorandum dated March 16, 2023.

16. Applicant must follow all feedback provided in the memo from the Transportation and Parking Management Department dated 3/23/23 and 6/2/23. Includes:
    Coordination with PSTA on future transit stop
    Enhanced pedestrian crosswalks
    Restriping of 22nd Ave N
    Curb ramps rebuilt to be ADA compliant
    Parking cannot be provided near speed humps or pedestrian crosswalks

17. An updated sources and uses document providing information on reserves for replacement showing the units can be maintained during the affordability period is required to be submitted before commencement of construction. Applicant must submit the Operating Proforma along with the Sources & Uses showing replacement reserves. A phasing plan and other documents related to affordable/workforce housing units noted on page 4 must also be provided prior to issuance of building permits.

18. This approval will be valid for 36 months from the date of approval. Substantial construction shall commence prior to this expiration date, unless an extension has been approved by the POD. A request for extension must be filed in writing prior to the expiration date.

19. Right-of-way (ROW) and building permits, including site and foundation permits, shall only be issued upon applicant's submittal of proof of all necessary DEP clearances and approvals, which may include, but are not

limited to: a soil management plan, any required engineering and institutional controls, and a construction monitoring plan.

20. All ROW and building permits approved by the City shall include compliance with all DEP requirements as a condition, with penalties for non-compliance to include potential issuance of a stop work order.

21. If DEP requires transport of contaminated soils from the site at any point during construction of the project, then applicant shall ensure that transport of the material occurs in sealed containers, or best practice approved by DEP.

22. Any groundwater dewatering activities that will require containment and disposal shall do so without use of the City's stormwater system.

23. Notice of non-compliance with DEP requirements regarding construction monitoring activities shall be promptly reported to the City, which notice shall also include required corrective action(s), if any.

Please feel free to contact Mark Van Lue at 727-892-5697 or mavanlue@stpete.org with any questions.

Sincerely,

Amy E Foster
Housing and Neighborhood Services Administration
City of St. Petersburg

July 20, 2023 Action Taken Record:

AHSPR 23-02

A Resolution of the City of St. Petersburg approving an Affordable Housing Site Plan to construct 1,058 dwelling units with 318 affordable & workforce units in an Industrial Suburban district located generally on the southeast corner of 22nd Avenue North and 72nd Street North, pursuant to the review process set forth in Section 17.5, Article VI. of the City Code; and providing an effective date. (A. Foster)

A motion was moved and approved by Councilmember Montanari, with a second by Councilmember Figgs-Sanders. Roll Call. Ayes. Montanari. Figgs-Sanders. Gabbard. Gerdes. Floyd. Hanewicz. Malone. Driscoll. Nayes. None. Absent. None. [Amend to add special conditions]

A motion was moved and approved by Councilmember Montanari, with a second by Councilmember Gerdes. Roll Call. Ayes. Montanari. Figgs-Sanders. Gabbard. Gerdes. Floyd. Hanewicz. Malone. Driscoll. Nayes. None. Absent. None. [Approved as amended to include the additional special conditions]

RESOLUTION NO. 2025-____

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND AZALEA PORTER LAND, LLC FOR THE CITY TO PROVIDE HOUSING CAPITAL IMPROVEMENT PROGRAM FUNDING IN AN AMOUNT NOT TO EXCEED $6,000,000, CONTINGENT UPON CERTAIN CONDITIONS, FOR THE CONSTRUCTION OF AZALEA GATEWAY, A MULTI-FAMILY HOUSING DEVELOPMENT WITHIN THE CITY LIMITS CONSISTING OF NOT LESS THAN 340 DWELLING UNITS, 102 OF WHICH WILL BE AFFORDABLE AND WORKFORCE HOUSING UNITS; APPROVING RESCISSIONS OF UNENCUMBERED APPROPRIATIONS IN THE HOUSING CAPITAL IMPROVEMENT FUND (3000) IN THE AMOUNT OF $1,025,956 FROM THE AFFORDABLE/WORKFORCE HOUSING PROJECT (16670), $675,000 FROM THE AFFORDABLE/WORKFORCE HOUSING FY24 PROJECT (19769), AND $675,000 FROM THE AFFORDABLE/WORKFORCE HOUSING FY25 PROJECT (20445); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $6,000,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE HOUSING CAPITAL IMPROVEMENT FUND (3000), PARTIALLY RESULTING FROM THE ABOVE RESCISSIONS, TO THE AZALEA GATEWAY PROJECT (20991); AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida, a municipal corporation (the "City") desires to finance affordable housing capital projects within the City limits; and

WHEREAS, the City has funding available from the City's Housing Capital Improvement Program ("HCIP") fund; and

WHEREAS, Azalea Porter Land, LLC, a Delaware limited liability company ("Borrower"), has proposed to construct a multi-family community consisting of 340 dwelling units that will provide not less than 102 affordable and workforce housing units, located at 1501 72nd St N., St. Petersburg, Florida 33710, which is known as Azalea Gateway ("Project"); and

WHEREAS, City Administration recommends that the City and the Borrower enter into a borrower agreement for the City to provide City HCIP funding in an amount not to exceed $6,000,000 to the Borrower for the construction of the Project, contingent upon the Borrower

meeting certain conditions as set forth in the agreement, including but not limited to the Borrower restricting the use of the real property associated with the Project to ensure that 102 units of the Project remain affordable and workforce housing for a period of fifty (50) years, as detailed in the agreement; and

WHEREAS, the City's contribution toward the Project will not exceed $6,000,000; and

WHEREAS, the City desires to finance the Project by means of a forgivable loan in the amount of $6,000,000 for a term of fifty (50) years; and

WHEREAS, funding will be available after approving rescissions from unencumbered appropriations in the Housing Capital Improvement Fund (3000) in the amount of $1,025,956 from the Affordable/Workforce Housing Project (16670), $675,000 from the Affordable/Workforce Housing FY24 Project (19769), $675,000 from the Affordable/Workforce Housing FY25 Project (20445), and a supplemental appropriation in the amount of $6,000,000 from the increase in the unappropriated balance of the Housing Capital Improvement Fund (3000), partially resulting from these rescissions, to the Azalea Gateway Project (20991).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the agreement between the City and the Borrower for the City to provide City HCIP funding in an amount not to exceed $6,000,000 for the construction of the Project, contingent upon certain conditions as set forth in the agreement, as more fully described in the foregoing recitals, is hereby approved.

BE IT FUTHER RESOLVED that the following unencumbered appropriations in the Housing Capital Improvement Fund (3000) in the amount of $1,025,956 from the Affordable/Workforce Housing Project (16670), $675,000 from the Affordable/Workforce Housing FY24 Project (19769), and $675,000 from the Affordable/Workforce Housing FY25 Project (20445) are hereby rescinded.

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the Housing Capital Improvement Fund (3000), partially resulting from these rescissions, the following supplemental appropriation for FY25:

<u>Housing Capital Improvement Fund (3000)</u>	
Azalea Gateway Project (20991)	$6,000,000

BE IT FURTHER RESOLVED that the City Attorney's Office is authorized to make non-substantive changes to the agreement.

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

This resolution shall become effective immediately upon adoption.

LEGAL:

Isabella Sabel

00791614

BUDGET

E Makofske

DEPARTMENT:

Mark Van Lue

BORROWER AGREEMENT
(Loan for Construction of Property/City as Mortgagee)

THIS BORROWER AGREEMENT ("**Agreement**") is made and entered into this ___ day of _____, 2025, by and between the City of St. Petersburg, Florida, a municipal corporation existing by and under the laws of the State of Florida ("**City**"), and Azalea Porter Land, LLC, a Delaware limited liability company ("**Borrower**") (collectively, "**Parties**").

WITNESSETH:

WHEREAS, the City desires to support the development of affordable housing projects for the improvement of the social and economic welfare of its citizens through the provision of housing for low and moderate income households; and

WHEREAS, Borrower requested six million U.S. Dollars ($6,000,000) for the development of a 340-unit apartment community, which includes the new construction of 102, one, two and three bedroom affordable apartment units to be located at the Property, as defined herein; and

WHEREAS, the City agrees to allocate a total of six million U.S. Dollars ($6,000,000) to Borrower to support the Project, as defined herein, from the City's Housing Capital Improvement Program (HCIP) funds ("**City Funds**"), subject to the terms of this Agreement; and

WHEREAS, the City and Borrower desire to execute an agreement which sets forth terms and conditions for the use and acceptance of the City Funds for the Project, as defined herein; and

WHEREAS, all capitalized terms utilized in this Agreement which are not otherwise defined herein shall have the meaning ascribed to them in the City Mortgage, as defined herein.

NOW THEREFORE, in consideration of the mutual performance of the promises and covenants contained herein, the City and the Borrower agree as follows:

PART I – SPECIFIC TERMS AND CONDITIONS

A. SCOPE OF SERVICES

1. Borrower shall perform or cause to be performed the construction of the "Azalea Gateway" apartments, a three-hundred and forty (340) dwelling unit project inclusive of one-hundred and two (102) affordable rental units, which shall be considered floating City assisted units ("**City Assisted Units**"), on real property located at 1501 72nd Street North, St. Petersburg, Florida 33710, and legally described in **Exhibit "A"** which is attached hereto and made a part hereof by reference ("**Property**"), pursuant to the terms of this Agreement ("**Project**").
2. Progress in implementation of services under this Agreement shall be measured against the following benchmarks:

    a. Financial Closing Date: on or prior to September 30, 2025, at which time the Borrower will execute a City Mortgage, as defined herein, City Note, as defined herein, and declaration of restrictions securing a fifty (50) year City Period of Affordability, as defined herein.
    b. Permits Approved: On or before September 30, 2025
    c. Construction Start: on or prior to November 1, 2025
    d. Construction Completion (certificate of occupancy) on or before December 31, 2027
    e. Begin Lease Up of City Assisted Units on or before July 1, 2027

In the event that one or more of these benchmarks are not met, the City shall provide written notice to the Borrower to cure. As long as curative action is diligently pursued, such dates may be extended in the sole and absolute discretion of the City. If corrective action has not begun within sixty (60) days and/or has not completed within

one hundred twenty (120) days of mailing such notice, or within such longer time specified in the notice from the City, the City shall have the right to unilaterally terminate this Agreement. In the event of termination, all funds provided to the Borrower by the City shall be returned to the City within thirty (30) days from the date of termination and the City shall be entitled to pursue any remedy available to it at law or in equity.

3. Borrower shall implement its duties related to the Project under this Agreement in accordance with the following:
    a. A set of the final plans and specifications shall be submitted to the City's Housing and Community Development Department ("**HCDD**") prior to issuance of a notice to proceed from the City.
    b. After selection of a construction contractor, Borrower shall ensure that the proposed contract with the construction contractor includes the deadline for Project completion, as defined in Part I, Section A.2. of this Agreement, and withholding retainage on all construction payments in accordance with applicable laws. The Borrower may request a waiver or adjustment to these provisions in writing for City denial or approval. Borrower shall provide a copy of the construction contract to the City prior to signing of the construction contract. Borrower shall not sign a construction contract without written approval from the City of the contract. City must provide an approval or denial with reason(s) within ten (10) business days of receipt of the construction contract.
    c. Borrower shall ensure that the construction contractor has the appropriate license(s) to do the intended work, and that the necessary construction permit(s) is/are obtained.
    d. Borrower shall not allow construction to begin without filing a written notice of commencement by the construction contractor with the City listed as a lender and for all applicable construction permits.
    e. The HCDD shall conduct progress inspections of the work during construction and shall conduct a final inspection upon completion of construction. City shall have no liability to Borrower with respect to any such inspection or non-inspection. City Building Department inspections are separate from any HCDD inspections.
    f. All change orders in excess of $250,000 for construction, must be submitted to the City for approval prior to any work being performed. Borrower understands and agrees that the amount of the Loan, as defined herein, will not be increased to cover any change order, regardless of the amount of the change order, unless otherwise approved by the City.
    g. Borrower shall ensure that the Property shall be in conformance with applicable federal, state, and local laws.

B. METHOD OF PAYMENT

1. City shall loan a maximum of six million U.S. Dollars ($6,000,000) to the Borrower ("**Loan**"), and Borrower shall utilize the Loan toward the cost of implementing the services described in Part I, Section A. of this Agreement by substantially following the development budget pro forma attached as **Exhibit "D"**, which is attached hereto and made a part hereof. The Loan shall be paid for authorized costs identified in Exhibit "D".
2. Borrower shall not be reimbursed for any indirect costs, defined as including but not limited to expenses that are necessary for the overall operation of a construction company but are not directly tied to a specific project, such as administrative salaries, office rent, utilities, insurance, and general office supplies; essentially, costs that support the project environment without being directly attributable to a single construction task or project.
3. All document recording fees, cost of Project site signs and other expenses related to the Project shall be paid by the Borrower.
4. Disbursement of all funds shall be a reimbursement for actual costs incurred by Borrower or for documented expenses to be paid by the Borrower within thirty (30) business days of receipt of funds from the City.
5. Requests for payment shall include documentation of expenses, partial releases of liens from construction contractors and any subcontractors that have filed a Notice To Owner and a written statement from Borrower accepting work for which payment is requested. The City shall have no liability for materials lost due to theft.

6. Construction payment requests shall be accepted by City as scheduled in the contract between the Borrower and the construction contractor; said schedule to be approved or denied with reason(s) by City within ten (10) business days of receipt from Borrower and prior to issuance of a notice to proceed for the construction contract. All requests for payment of City Funds shall be submitted on the signed Invoice and the approved Certification for Payment for Development Projects Form, which are attached hereto as **Exhibit "E",** and made a part hereof by reference, and all applicable A.I.A. documents, and a tracking sheet of all other funders draws. All requests for payment submitted by the construction contractor responsible for performance of the improvements must be approved or denied by the City within a ten (10) day period. Borrower shall enter reimbursement amount requested along with supporting documentation and an "invoice estimate" into Neighborly Software ("**Neighborly**"), for review and approval by the HCDD. If reimbursement request is not correct or missing supporting documentation, the request may be returned to the Borrower for correction. Upon approval, HCDD will notify Borrower of correct invoice amount where a "final invoice" shall be uploaded into Neighborly. Under Florida Statute, Title XIV, Chapter 218, Part VII, ss. 218.70-218.80, the City has up to twenty-five (25) days from approval of reimbursement request to make payment.

7. The final payment of retainage for any construction work shall not be made by Borrower or City, until the total property (structure and premises) has been issued a certificate of occupancy by the City.

8. The City may disapprove requests for payment which are not substantially consistent with the terms of this Agreement.

9. No requests for payment under this Agreement shall be accepted sixty (60) days after the construction completion date (certificate of occupancy) unless such completion date is otherwise extended by the Parties.

C. REPORTING AND MONITORING

1. Borrower shall provide a digital monthly construction report in Neighborly on the progress made toward completion of the construction. Said report shall compare goals with accomplishments and provide an explanation if accomplishments do not meet the implementation schedule. Said report shall be due to City by the tenth day of the month following the end of the immediately preceding monthly reporting period; the first report being due by the fifteenth working day of the month after this Agreement is signed. The construction progress reporting requirements terminate upon issuance of the Project certificate of occupancy.
2. Borrower shall provide within thirty (30) days of completion, a completed City of St. Petersburg Rental Project Compliance Report, which is attached hereto as **Exhibit "C"** and made a part hereof by reference, which summarizes information on all occupants of the City Assisted Units of the Project. Said report shall include, but not be limited to, sex of occupant, race of occupant, sex of head of occupant's household, gross income of occupant's household and number of persons in the household and shall include a completed copy of a Tenant Income Certification Form, which is attached hereto as **Exhibit "B"** and made a part hereof by reference, for each occupant or shall include other documentation, in lieu of Exhibit "B", as determined by the City to be acceptable. Said report shall continue to be submitted on or before December 15th each year during the Period of Affordability (which, for purposes of this Agreement only, ends thirty years from the issuance of the certificate of occupancy, which is estimated to occur on or before July 1, 2027.
3. Borrower shall submit to City, upon written request, a quarterly operating statement for the Project during the Period of Affordability described in Part I, Section D. 1. of this Agreement.
4. Borrower shall furnish City with all additional information, records, reports, and data as may be required by City pertaining to matters of this Agreement.
5. City shall have the right to monitor and evaluate all aspects of activities carried out by Borrower. Such evaluation will be affected by the submission of reports and information by Borrower and by site visits of the Project by the City.
6. Borrower shall submit evidence of mortgagee title insurance commitment prior to the closing of the City's Loan, which conforms to the following specifications: A paid title insurance policy in form and content and by a company acceptable to the City, insuring that the City Mortgage (as hereinafter defined) constitutes a valid subordinate fifth position lien on the Property, free and clear of all defects and encumbrances except as set forth in the title commitment accepted by the City and containing:
    a. full coverage against liens of mechanics, materialmen, laborers, and any other parties who might claim statutory or common law liens, to the extent of the disbursement of the Loan;
    b. no survey exceptions other than those heretofore approved by the City;

c. coverage to the extent of any disbursement of the Loan together with a pending disbursements clause in form and substance satisfactory to the City and its counsel; and

d. Zoning coverage – N/A

7. Prior to any disbursement of City Funds, Borrower shall submit evidence of insurance coverage in accordance with the requirements specified in Part II. Borrower shall provide evidence of annual renewals of insurance coverage during the Period of Affordability described in Part I, Section D. 2. of this Agreement.
8. Paragraphs 2, 3, 4, 5 and 8 of this Section shall continue in effect until the termination of the Period of Affordability described in Part I, Section D. 1. of this Agreement.

D. RESTRICTIONS ON USE

1. The Property will be used for providing at least three-hundred and forty (340) dwelling units, of which fifty one (51) units will be restricted to households with incomes of 80% of the area median income ("**AMI**") as defined by and in accordance with the Florida Housing Finance Corporation ("**FHFC**") for their Low-Income Housing Tax Credits ("**LIHTC**") program or less and fifty-one (51) units will be restricted to households with incomes of 120% AMI or less. The 102 income restricted units shall be considered City Assisted Units and shall carry rent and occupancy restrictions for a fifty (50) year Period of Affordability ("**Period of Affordability**") after Borrower's receipt of the certificate of occupancy, or at any other time when there are existing mortgages on the Property in favor of the City, including but not limited to the City Mortgage, as defined herein, which remain in force regardless of transfer of ownership. The applicable rent and income limits shall be as defined by the FHFC for Pinellas County, which are promulgated by FHFC, and as they may be revised from time to time by FHFC. The City will record a declaration of restrictions which requires rent and income restrictions to remain in place for the Period of Affordability regardless of ownership or any loan prepayments.

2. On-site inspections will be conducted annually upon prior written notice to verify compliance with tenant income, rents and the minimum City property standards and funding source(s) standards.

3. A lien in the form of a mortgage in favor of the City ("**City Mortgage**") , on the Borrower's interest, will be executed by Borrower to secure the promissory note (Exhibit A of the City Mortgage, in the principal amount of six million U.S. Dollars ($6,000,000) executed by the Borrower (**"City Note"**) and shall be recorded in the Public Records of Pinellas County, Florida and subject to the subordination agreement(s) to be entered into by and between the Borrower, the City, and the applicable "**Senior Lenders**" **("Subordination Agreement"**), as defined in Subordination Agreement. Notwithstanding any of the above, without the City's prior written consent, the City shall not be required to subordinate to any refinancing of any first mortgage loan if the Borrower withdraws cash from such refinancing, or to any refinancing from any entity which is not a federal or state chartered institutional lender or which diminishes the value of the City's Mortgage by either a) substantially increasing the senior loan payment amount which reduces the debt service coverage ratio below a 1 to 1.15, or b) any other material alteration made with the primary intention of interfering with the City's rights and security.

4. The occurrence of any of the following events shall constitute a default of the City Mortgage, the City Note and this Agreement: (a) A certificate of occupancy for the Project has not been issued by the City on or before July 1, 2027 unless changed by Part I Section A.2, (b) lack of compliance by Borrower with the St. Petersburg City Code which has not been corrected within thirty (30) days of written notice from the City; (c) Borrower has not begun offering the City Assisted Units to households in accordance with the provisions of Part I, Section D. 1. on or before, February 1, 2027, unless changed by Part I Section A.2, (d) Borrower abandons, and/or ceases to use the Property as affordable rental housing to tenants, without the prior written approval of the City, or (e) Borrower defaults on the terms and conditions of the City Mortgage or the City Note and such default is not cured within any applicable cure or notice period. If such a default occurs, the City Mortgage may be foreclosed in the manner provided by law, subject to the Senior Mortgages. Notwithstanding anything to the contrary contained herein, the Borrower's "**Investor Member**", as defined in the Subordination Agreement, shall have the right, but not the obligation, to cure a default on behalf of the Borrower within the same cure periods as Borrower.

5. The City Note will bear interest at 0% percent interest per year and have a maturity of fifty (50) years. Repayment terms shall be set forth in the City Note.

6. If Borrower complies with the terms and conditions of this Agreement, then the lien established by the City Mortgage shall expire as set forth in the City Mortgage.

7. Subject to the rights of the Senior Lenders, the outstanding Loan balance shall become due and payable upon default of this Agreement, the City Mortgage or the City Note, if not cured within any applicable cure or notice period.

8. Borrower agrees to list all units available for rent at www.FloridaHousingSearch.org, which is a free listing service available for low-cost and affordable rental properties that has 24-hour access for updates.

E. TIME OF PERFORMANCE

Completion of construction (certificate of occupancy) shall be achieved on or before July 1, 2027, unless changed by Part I, Section A.2. All other requirements of this Agreement shall commence on execution of this Agreement by the Parties and shall continue until the lien described in Part I, Section D. of this Agreement expires or is earlier terminated, as provided for in this Agreement.

F. SUPPLEMENTAL TERMS AND CONDITIONS

1. "Part II - General Terms and Conditions" are incorporated into this Agreement and are binding upon the Parties.
2. This Agreement constitutes the entire Agreement between the Parties, and no change will be valid unless made by supplemental written agreement executed by both Parties. All parts and exhibits to this Agreement shall be read together, providing, however, that in the case of conflict, the terms of Part I of this Agreement shall be controlling.
3. This Agreement shall be governed by and be interpreted in accordance with the laws of the State of Florida. Venue for any cause of action or claim asserted by either party hereto brought in state courts shall be in Pinellas County, Florida, St. Petersburg Division. Exclusive venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division is created in St. Petersburg or Pinellas County, in which case 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.
4. Each party to this Agreement represents and warrants to the other party that: a) it is a duly organized, qualified and an existing entity under the laws of the State of Florida; and b) all appropriate authority exists so as to duly authorize the persons executing this Agreement to so execute the same and fully bind the party on whose behalf they are executing. Borrower further represents and warrants to the City that Borrower has the requisite interest in the Property to enter into this Agreement, City Mortgage, City Note, and a declaration of restrictions securing the Period of Affordability on the Property.
5. Section and paragraph headings are inserted herein for convenience and reference only, and in no way define, limit or otherwise describe the scope or intent of any provision hereof.
6. For purposes of this Agreement:
   (a) Any required written permission, consent, approval or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable laws.
   (b) Any right of the City to take any action permitted, allowed or required by this Agreement, may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable laws.
7. In accordance with the Subordination Agreement, City shall promptly notify Senior Lenders and the Investor Member and its successors or assigns in writing of any default of Borrower under this Agreement. Senior Lenders shall have the right, but not the obligation, to cure any default by Borrower under this Agreement and City agrees to accept any such cure tendered by Senior Lenders within the later of (i) 30 days from the Senior Lender's receipt of a default notice and (ii) any applicable grace period or cure period available to Borrower. Notwithstanding anything contained herein, City shall not declare a default or exercise any remedies provided herein prior to the expiration of such notice and cure period.

PART II - GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. In carrying out this Agreement, the Borrower, its employees, agents, representatives, contractors, subcontractors, and volunteers shall not exclude from participation in, deny benefits to, or otherwise discriminate against, any person because of race, color, religion, gender, age, disability, marital status, national origin, sexual orientation, genetic

information, or other protected category. Age discrimination and discrimination against minor dependents, except when units are specifically being held for the elderly, is also not permitted.

B. Fair Housing. In carrying out this Agreement, the Borrower or any subcontractor shall not discriminate in the sale, rental, use or occupancy of housing; in the sale or rental of land to be developed for housing; in the financing of housing or the provision of brokerage services; including otherwise making unavailable or denying a dwelling to a person, because of race, color, religion, sex, national origin, handicap, or familial status. Borrower and any subcontractor agree to affirmatively further fair housing. Unless otherwise permitted under a state or federal law/program which is specifically designed and operated to assist elderly persons.

C. Equal Employment and Contracting Opportunity. During the performance of this Agreement, the Borrower shall comply with E.O. 11246 and implementing regulations at 41 CFR Part 60. Borrower shall not discriminate against any person in any phase of employment because of race, color, religion, sex, disability, or national origin. Borrower and any subcontractor shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay other forms of compensation; and selection for training and apprenticeship. Borrower and any subcontractor shall to the greatest extent feasible give opportunities for training and employment to low- and moderate-income persons residing within the Tampa - St. Petersburg metropolitan area and award contracts for work in connection with this Agreement to eligible business concerns which are located in or owned in substantial part by persons residing in said metro area. In accordance with E.O. 11246 and implementing regulations at 41 CFR Part 60, Borrower and any subcontractors performing services under this Agreement shall develop a written affirmative action compliance program, if Borrower or subcontractor has fifty (50) or more employees and is awarded a contract(s) totaling $50,000.00 or more. Said program shall be due to City prior to any payment for services under this Agreement.

D. Record Retention. Borrower shall retain all records pertaining to this Agreement, including but not limited to financial, statistical, property and programmatic records during the term of this Agreement and for whichever of the following periods ends later: (i) five (5) years after the ending date of the City's fiscal year (October 1 through September 30) in which this Agreement is paid in full, expired, or terminated, or (ii) the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies ("General Records Schedule"). All records, however, that are subject to audit findings shall be retained during the term of this Agreement and for whichever of the following periods ends later: (i) five (5) years in the manner prescribed above, (ii) until such audit findings have been resolved, or (iii) for the retention periods set forth in the General Records Schedule. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by applicable laws.

E. Reports and Information. At the City's request, at such times and in such form as City may require, Borrower shall furnish to City statements, records, reports, data and information as the City may request pertaining to matters covered by this Agreement.

F. Termination of Contract for Cause. In addition to termination for failure to meet benchmarks as set out in Part I, Section A.2, if through any cause, the Borrower shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if Borrower shall violate any of the covenants, agreements, or stipulations of this Agreement, City shall thereupon, after taking into account applicable notice requirements and cure periods, have the right to terminate this Agreement by giving written notice to Borrower of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

Notwithstanding the above, the Borrower shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Borrower. The City may withhold any payments to the Borrower for the purpose of set-off until such time as the exact amount for damages due to the City from the Borrower is determined.

This Agreement may not be so terminated if the failure to perform rises from unforeseeable causes beyond the control and without the fault or negligence of Borrower. Such causes may include, but are not restricted to acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes and unusually severe weather. But, in every case the failure to perform must be beyond the control and without the fault and negligence of Borrower.

In the event of default, lack of compliance or failure to perform on the part of Borrower, City reserves the right to exercise corrective or remedial actions after the expiration of the notice and cure period (as applicable), to include, but not necessarily be limited to: requesting additional information from Borrower to determine reasons for or extent of noncompliance or lack of performance; issue a written warning advising Borrower of deficiency and advising Borrower that more serious sanctions may be taken if situation is not remedied; advise Borrower to suspend, discontinue or not incur costs for activities in question; withhold payment for services provided; advise Borrower to reimburse City for amount of costs incurred for any items determined ineligible; or any other remedy provided for by applicable laws.

G. Compliance with Laws. For the purposes of this Agreement, "laws" shall mean all present and future applicable (i) federal, state, and local constitutions, laws, statutes, ordinances, rules, regulations, and codes; (ii) decrees, orders, applicable equitable remedies and decisions by courts in cases where such decisions are binding precedent in the State of Florida; (iii) decisions of federal courts applying the laws of the State of Florida; and (iv) regulations and orders of quasi-official entities or bodies (e.g., boards, bureaus and public utilities), as the same may be amended or supplemented from time to time. Laws shall include, without limitation, the bonding requirements of Florida Statute section 255.05, Florida Public Records Laws, and the Americans with Disabilities Act of 1990 ("ADA"). For the entirety of the term of this Agreement, Borrower shall comply with applicable laws, including but not limited to safety and building codes and any permit or license requirements. Borrower hereby makes all certifications required under Florida Statute section 287.135, and the City may terminate this Agreement as provided in Florida Statute section 287.135. The Borrower shall include such language as the City may require in any agreements with prospective tenants of the Project, or any portion thereof, to evidence such requirements.

H. Hold Harmless and Indemnification. Borrower shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly: (i) the performance of this Agreement (including any amendments thereto) by Borrower, its employees, agents, representatives or subcontractors; or (ii) the failure of Borrower, its employees, agents, representatives or subcontractors to comply and conform with applicable laws; or (iii) any negligent act or omission of the Borrower, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Borrower, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) any reckless or intentional wrongful act or omission of the Borrower, its employees, agents, representatives, or subcontractors; or (v) Borrower's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable laws (including but not limited to Florida laws regarding public records).

The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Borrower pursuant to this Agreement or otherwise obtained by Borrower and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination. If the City receives notice of any Claim the City will notify the Borrower of the Claim.

Nothing contained in this Agreement 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 Agreement, 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.

I. Release. Borrower does hereby release, remise, satisfy, quit claim and forever discharge the Indemnified Parties from any and all actions, claims and demands that Borrower ever had, now has or may have or that any person claiming through the Borrower may have against the Indemnified Parties as a result of, arising out of or in connection with this Agreement.

J. Partial Invalidity. Should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section in this Agreement.

K. Notification.

Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other must be in writing and will be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

Either party may change the below listed address at which he receives written notices by so notifying the other party hereto in writing.

Address of City:
Housing and Community Development
P. O. Box 2842, St. Petersburg, FL 33731 (if mailed)
1 Fourth Street North, 3rd Floor
St. Petersburg, FL 33701 (if delivered)
Attn: Director

Address of Borrower:

John Ryan, CEO Metro Development Group
2502 N. Rocky Point Dr. Ste 1050
Tampa, FL 33607
john@metrodg.com

With a Copy To:

Brian Aungst, Jr., Esq.
Macfarlane Ferguson & McMullen, P.A.
625 Court St. Ste. 200
Clearwater, FL 33756
bja@macfar.com

L. Assignment and Subcontracting. Borrower shall not assign any interest in this Agreement or otherwise transfer interest in this Agreement, the City Mortgage, or City Note without the prior written consent of the City. Borrower shall not enter into any subcontract pursuant to this Agreement without submitting said proposed subcontract to the City and without the prior written approval of the City of the proposed subcontract. All federal requirements of this Agreement shall be applicable to any subcontracts entered into under this Agreement and it shall be Borrower's responsibility to ensure that all federal requirements are included in said subcontracts and all subcontractors abide by said requirements. City shall have the right to withhold approval at its sole discretion. Any assignment of this Agreement contrary to this paragraph shall be void and shall confer no rights upon the assignee.

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

N. Modifications. This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them. This Agreement may be modified only if such modification is approved in writing by both Parties.

O. Non-Waiver. No provision of this Agreement will be deemed waived by either party unless expressly waived in a writing signed by the waiving party to this Agreement. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Borrower shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

P. Religious Discrimination. Borrower agrees that in consideration of receipt of funds under this Agreement: Borrower shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

Q. Insurance.

1. Borrower shall maintain the following types and amounts of insurance throughout the Term of this Agreement at its own expense:
    i. Commercial General Liability insurance in an amount of at least One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) aggregate in occurrences form. This policy shall include coverage for bodily injury, property damage, personal and advertising injury, products and completed operations, and contractual liability under this Agreement.
    ii. Commercial Automobile Liability insurance of $1,000,000 combined single limit covering all

owned, hired and non-owned vehicles.

iii. Workers' Compensation insurance as required by Florida law and Employers' Liability Insurance in an amount of at least $100,000 each accident, $100,000 per employee, and $500,000 for all diseases.

iv. Special Form Property Insurance. Special form (formerly known as all risks) property insurance, naming borrower as insured parties, and City as additional insureds and loss payee., Such insurance shall insure the Property in an amount not less than the full replacement cost thereof (new), with such cost to be adjusted no less than annually, with no coinsurance penalty provision. In the event borrower is not able to obtain the insurance required in this subsection, borrower shall immediately notify City in writing.

v. Builder's Risk. In connection with any construction, borrower shall maintain in full force and effect a builder's completed value risk policy ("Builder's Risk Policy") of insurance in a non-reporting form insuring against all "Special Form" risk of physical loss or damage to the improvements located at the Property, including, but not limited to, risk of loss from fire and other hazards, collapse, transit coverage, vandalism, malicious mischief, theft, and sinkholes (if usually recommended in the area of the Property). The Builder's Risk Policy shall include endorsements providing coverage for building materials and supplies and temporary premises. The Builder's Risk Policy shall be in the amount of the full replacement value of the improvements located at the Property and shall contain a deductible amount acceptable to City. City shall be named as an additional insured and loss payee. The Builder's Risk Policy shall include an endorsement permitting initial occupancy.

2. All of Borrower's insurance policies, except Workers' Compensation, shall name the Indemnified Parties as additional insureds.
3. All policies shall provide that the City will be provided notice at least thirty (30) days prior to any cancellation, reduction, or material change in coverage.
4. Borrower shall provide the City with Certificates of Insurance on a standard ACORD form, or similar form acceptable to the City, reflecting all required coverage. At the City's request, Borrower shall provide copies of current policies with all applicable endorsements.
5. All insurance required shall be on a primary and noncontributory basis and shall 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 Borrower acceptable to the City.
6. If the insurance carried by Borrower has broader coverage than required in this Agreement, then that broader coverage, including but not limited to additional insured requirements, is deemed to be the requirement in this Agreement. If Borrower's insurance limits are greater than the minimum limits set forth herein, then Contractor's insurance limits are deemed to be the required limits in this Agreement.
7. Borrower hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.
8. The City reserves the right to change or alter the above insurance requirements as it deems necessary.

R. Minority Business Enterprises. If applicable, the Borrower shall use its best efforts to contract with minority-owned businesses for materials, supplies and construction funded in whole or in part by this Agreement, if consented to by Borrower. Documentation of contracts with minority-owned businesses and/or best efforts taken shall be provided to City upon request, if applicable.

S. Political Activity. Borrower shall not use any facility or equipment purchased or improved under this Agreement for political purposes or to engage in partisan political activities, including but not limited to candidate forums, voter transportation, or voter registration. However, a facility originally assisted with funds under this Agreement may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

T. Governing Law/Venue and Jurisdiction. This Agreement shall be governed by and be interpreted in accordance with the laws of the State of Florida. Venue for state court actions shall be in Pinellas County, St. Petersburg Division. Venue for federal court actions shall 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 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.

U. Non-Appropriation. The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

V. No Third-Party Beneficiaries. Notwithstanding anything to the contrary contained in this Agreement, persons, or entities not a party to this Agreement may not claim any benefit hereunder or as third-party beneficiaries thereto.

W. City Consent and Action.

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

b. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable laws.

X. Public Records.

1. Borrower shall (i) keep and maintain public records (as defined in Chapter 119, Florida Statutes) required by the City to perform the services pursuant to this Agreement; (ii) upon request from the City of St. Petersburg City Clerk's Office, provide the City (at no cost to the City) with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida laws regarding public records or other applicable laws; (iii) ensure that public records in Borrower's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable laws for the term of this Agreement and after the expiration or earlier termination of this Agreement; and (iv) after the expiration or earlier termination of this Agreement, at the City's request, either transfer, at no cost, to the City all public records in Borrower's possession within ten (10) days following the City's request and/or keep and maintain any public records required by the City to perform the services pursuant to this Agreement. If Borrower transfers all public records to the City upon the expiration or earlier termination of this Agreement, Borrower shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Borrower keeps and maintains public records upon the expiration or earlier termination of this Agreement, Borrower shall meet all applicable requirements for retaining public records in accordance with this Agreement and all applicable laws. At the City's request, all public records stored electronically by Borrower shall be provided to the City in a format approved by the City.

2. **IF BORROWER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO BORROWER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.**

3. Nothing in this Agreement shall be construed to affect or limit Borrower's obligations including but not limited to Borrower's obligations to comply with all other applicable laws and to maintain books and records pursuant to this Agreement.

Y. City's Remedies. If Borrower is in default of any provisions of this Agreement, in addition to any other legal or equitable available to the City, the City shall have the right to take the following actions: (i) withhold payments pending correction of the deficiency; (ii) disallow the activity or action; (iii) wholly or partly suspend or terminate the award; (iv) notify the U.S. Department of the Treasury to initiate suspension or debarment proceedings as authorized under 2 CFR Part 180; and/or (v) withhold further funding for the project or program.

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

AA. Singular and Plural. Words used in this Agreement and other related documents in the singular, where the context so permits, shall also be deemed to include the plural and vice versa.

BB. Easements. Notwithstanding any other language contained herein to the contrary the City agrees to execute any mortgage holder's consent and joinder documents related to grants to cable, internet and utility related easements and governmental easements over portions of the mortgaged property, provided, however, the same are granted in the ordinary course

of business in connection with the operation of the mortgaged property as contemplated by the loan documents in accordance with the City Mortgage.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement as of the date first above written.

This space is intentionally blank. Signature pages and exhibits follow.

[CITY OF ST. PETERSBURG SIGNATURE PAGE]

CITY OF ST. PETERSBURG, FLORIDA:

By: _____
Avery L. Slyker, Director
Housing and Community Development

Attest:_____
Chan Srinivasa, City Clerk

Approved as to Form and Content:

_____
City Attorney (designee)
00790978

[BORROWER SIGNATURE PAGE]

AZALEA PORTER LAND, LLC, a Delaware limited liability company

By: HAWK AZALEA INVESTOR, LLC, a Delaware limited liability company, its Manager
By: HAWK HOLDINGS ONE, LLC, a Delaware limited liability company, its Manager

By: _____
John M. Ryan, as its Manager

EXHIBIT A
PROPERTY

Approximately +/- 29.11 acres of land located at <u>1501 72nd Street N., St Petersburg, FL 33710</u>

Parcel Identification No.: 07-31-16-93168-001-0010, 07-31-16-93168-001-0020, 07-31-16-93168-001-0030, 07-31-16-93168-001-0050, 07-31-16-93168-001-0060, 07-31-16-93168-001-0070

Legal Description:

THE NORTH 254.16 FEET OF LOT 1, AND ALL OF LOTS 2 THROUGH 7, INCLUSIVE, BLOCK 1, TYRONE PLANNED INDUSTRIAL DISTRICT, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 34, PAGES 56 AND 57 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. ST. PETERSBURG, FLORIDA

EXHIBIT B
TENANT INCOME CERTIFICATION

FLORIDA HOUSING FINANCE CORPORATION
TENANT INCOME CERTIFICATION

☐ Initial Certification ☐ Recertification ☐ Other _____ *Indicates Type*

Enter Full Date *(mm/dd/yyyy)*
Effective Date: _____
Move-in Date: _____

PART I - DEVELOPMENT DATA

Key Number _____ Development _____ County _____
Unit ID: _____ BIN # _____ Address _____ City _____

PART II - HOUSEHOLD COMPOSITION

HH Mbr #	Last Name	First Name & Middle Initial	Relationship to Head of Household	Date of Birth *(mm/dd/yyyy)*	Age as of Effective Date	Full Time Student (Y or N)
1			**H - Head**			
2						
3						
4						
5						
6						
7						
8						
9						

PART III - GROSS ANNUAL ANTICIPATED HOUSEHOLD INCOME (USE ANNUALIZED AMOUNTS)

HH Mbr #	(A) Employment or Wages	(B) Social Security/ Pensions	(C) Public Assistance	(D) Other Income	If Other, Indicate Type	

Calculate sum of (A) through (D), above **(E) TOTAL ANTICIPATED INCOME:** $ -

PART IV - CASH VALUE OF ASSETS AND ANNUALIZED ANTICIPATED HOUSEHOLD INCOME FROM ASSETS

HH Mbr #	(F) C / I	(G) Checking	(H) Savings	(I) CD	(J) Other	If Other, Indicate Type	(K) Asset Income

(L) TOTAL CASH VALUE: Calculate sum of (G) through (J) above: $ -

(M) Total Anticipated Actual Asset Income: $ -

(N) Enter Item (L) amount if total exceeds $50,000: $ - **X** Passbook Rate **0.4%** = (O) Imputed Income: $ -

(P) TOTAL INCOME FROM ASSETS: *Enter the greater of Item (M) or Item (O)* $ -

PART V - (Q) TOTAL HOUSEHOLD INCOME FROM ALL SOURCES - Add (E) + (P) **$ -**

HOUSEHOLD CERTIFICATION AND SIGNATURES

PART VI - STUDENT STATUS

Is every household member a full-time student?
(refer to Part II)

_____ Yes _____ No

If YES, enter Student Explanation number _____

Student Explanation

1 TANF assistance
2 Job training program
3 Single parent / dependent child
4 Married / joint return
5 Former foster child in transition to independence

PART VII - PROGRAM NAME

Indicate AMI category served by household for set-aside requirement of each Florida Housing program

	AMI Category	CAP **
MMRB	_____ %	_____
SAIL	_____ %	_____
Housing Credit	_____ %	_____
HOME	_____ %	_____
AHL	_____ %	_____
HUD Risk Sharing	_____ %	_____
SHIP	_____ %	_____
_____	_____ %	_____

** Upon recertification the household exceeded the income cap according to program(s) eligibility requirements.

PART VIII - DETERMINATION OF INCOME ELIGIBILITY

Current total household income $ _____
(refer to Part V)

Most restrictive AMI category met by household
(refer to Part VII)

_____ AMI % Current Income Limit $ _____

Recertification only

Household size at move in _____

Total household income at move in $ _____

Current Income Limit x 140% $ _____

Household income exceeds 140% at Recertification:

_____ Yes _____ No

PART IX - RENT

Rental Assistance $ _____

If Section 8, indicate assistance type:

Tenant Based _____

Project Based _____

Utility Reimbursement $ _____

Tenant-Paid Rent
(include non-optional charges) $ _____

Utility Allowance $ _____

TOTAL TENANT PAYMENT
(Tenant paid rent plus utility allowance) $ _____

Unit meets ELI / Housing Credit / HUD Risk Sharing rent restriction at AMI Category _____ %

Unit meets HOME Program rent restriction at _____

Number of bedrooms in this unit _____

Current rent limit for this unit $ _____
(Refer to applicable schedule of maximum allowable rents)

Rent Concession - *throughout current lease*

Total Amount $ _____

Lease Term _____
(in months)

PART X - CATEGORICAL OR PUBLIC PURPOSE SET ASIDE OR TARGETING REQUIREMENT TYPES

(Indicate with X to select ALL set asides or targets that apply to this household)

___ SPND

___ Link _____ Referral Agency Number

___ Commercial fishing worker

___ Farmworker

___ Developmentally Disabled

___ Elderly

___ Homeless

___ Special Needs

Workforce Housing

Family (SAIL only)

Veteran

Number of BR's (MMRB PPC only)

SIGNATURE OF OWNER REPRESENTATIVE

Based on the representations herein and upon the proofs and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible under the provisions of the program(s) indicated in Part VII, and the Extended Use Agreement and/or Land Use Restriction Agreement (if applicable), to live in a unit in this Development.

Signature: _____ Date: _____

Printed Name: _____

Title: _____

PART XI - STATISTICAL DATA

NOTE: Information in this Part XI is gathered for statistical use only. No resident is required to give such information unless they desire to do so.

Refusal to provide information in this Part will not affect any rights the household has as a resident. There is no penalty for households that do not complete the form.

For Office Use: Household elected not to participate.	

Prior Housing Information	
(Answer for household head)	
Monthly rent payment	
Monthly house payment	
ZIP Code	

All Households

Current Employment
(Answer for household head)
Occupation
ZIP Code

Primary Transportation Mode
(Answer for household head)
Motor vehicle
Public transportation
Other

Additional Household Information
A member of the household:
(Check all that Apply)
Receives Medicare benefits
Receives Medicaid benefits
Is a Person With a Disability *

Racial Categories* (Select All That Apply)	**Total Number of Household Members Per Category**	**Total Number of Hispanic or Latino Household Members**
American Indian or Alaska Native		
Asian		
Black or African American		
Native Hawaiian or Other Pacific Islander		
White		
American Indian or Alaska Native *and* White		
Asian *and* White		
Black or African American *and* White		
American Indian or Alaska Native *and* Black or African American		
Asian *and* Black or African American		
Other multiple race combination		
TOTALS		

*** Definitions**

Person With a Disability	A person who has a mental or physical impairment that substantially limits one or more of such person's * Major Life Activities; has a record of such impairment; or is regarded as having such an impairment.
Major Life Activities	Functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, sitting, standing, lifting, reaching, thinking, concentrating, reading, interacting with others, learning, sleeping and working.
Hispanic or Latino	A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
Not-Hispanic or Latino	A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
American Indian or Alaska Native	A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
Asian	A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
Black or African American	A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black" or "African American."
Native Hawaiian or Other Pacific Islander	A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
White	A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

EXHIBIT C

RENTAL COMPLIANCE REPORT

HOME / NSP / SHIP / LHTF RENTAL PROJECT COMPLIANCE REPORT

Project: _____ Date: _____

Address: _____ Reporting Period: January 1, 2019-December 31, 2019

Total No. of Units: _____ No. of HOME/SHIP/LHTF Units: _____

Low HOME/SHIP/LHTF Rent Units: _____

Do tenants pay any utilities (circle one): YES NO High HOME/SHIP/LHTF Rent Units: _____

Indicate which utilities tenant is responsible for: _____

A	B	C	D	E	F	G	H	I	J	K	L	M
Unit #	No. of Bedrooms	Low or High Rent Unit Designation	Tenant Name	Household Size	Annual (Gross) Income	Income at or Below 30%, 50% or 60%*	Date at Last Income Re-Examination	Low or High Rent	Tenant Paid Utilities	Maximum Allowable Rent (I-J)	Rent Charged/ Unit in Compliance (Y or N)	Comments

* Indicate what percentage the tenant falls under (at or below 30%, 50% or 60% median income)

EXHIBIT D
DEVELOPMENT BUDGET SOURCES & USES

St. Petersburg MF
Sources & Uses

St. Petersburg, FL
9/4/2024

SOURCES & USES

Cost Item	Total	%	Per Unit	Per NRSF
SOURCES:				
CONSTRUCTION LOAN	65,897,093	60%	$193,815	$214
SALES TAX REBATE	457,619	0%	$1,346	$1
PINELLAS COUNTY/ST. PETERSBURG	11,250,000	10%	$36,471	$40
EQUITY	32,223,377	29%	$91,393	$101
TOTAL SOURCES	109,828,089	100%	$323,025	$357
USES:				
Land Acquisition	15,980,000	14.5%	$47,000	$52
Other Land Costs	57,500	0.1%	$169	$0
LAND	16,037,500	14.6%	$47,169	$52
Hard Costs	57,877,229	52.7%	$170,227	$188
Site Work	12,000,000	10.9%	$35,294	$39
Owner Hard Cost Contingency - 5%	3,493,861	3.2%	$10,276	$11
HARD	73,371,090	66.8%	$215,797	$239
Legal	337,238	0.3%	$992	$1
Architectural & Engineering	1,104,288	1.0%	$3,248	$4
Consultants	420,846	0.4%	$1,238	$1
Testing & Inspections	443,038	0.4%	$1,303	$1
Permits & Impact Fees	3,681,869	3.4%	$10,829	$12
Insurance	1,542,399	1.4%	$4,536	$5
Marketing	1,058,000	1.0%	$3,112	$3
FF&E	1,262,988	1.1%	$3,715	$4
General & Administrative	330,625	0.3%	$972	$1
Property Taxes Prior to Stabilization	413,680	0.4%	$1,217	$1
Soft Cost Contingency - 5%	544,748	0.5%	$1,602	$2
SOFT	11,139,717	10.1%	$32,764	$36
Loan Closing Costs	524,195	0.5%	$1,542	$2
Construction Financing Fee	1,195,438	1.1%	$3,516	$4
Construction Loan Interest Reserve	6,866,991	6.3%	$20,197	$22
Lease-Up Income / Operating Shortfall	693,556	0.6%	$2,040	$2
OTHER	9,280,181	8.4%	$27,295	$30
TOTAL USES	109,828,489	100%	$323,025	$357

EXHIBIT E
CERTIFICATION FOR PAYMENT FOR DEVELOPMENT PROJECTS

PROJECT NAME:			**PAYMENT PERIOD DATES:**		**THRU**	
CONTRACTOR NAME:			**DRAW NUMBER:**			**Minus Retainage**
ARCHITECT NAME:		**1st-Add total of the minus retainage column (b) and input that total in the column to the right. 2nd-Input current requested draw amount into column (a) below.**				

	AMOUNT
ORIGINAL CONTRACT AMOUNT:	
TOTAL C/O PLUS ORIGINAL CONTRACT:	$0.00
CHANGE ORDER #1	
CHANGE ORDER #2	
CHANGE ORDER #3	
CHANGE ORDER #4	
CHANGE ORDER #5	
TOTAL CHANGE ORDERS AMOUNT:	$0.00
CURRENT PAYMENT DUE:	$0.00
BALANCE OF WORK TO COMPLETE:	$0.00
REMAINING BALANCE TO PAY:	$0.00
Note: Final Draw = current payment due + remaining balance to pay	
TOTAL FINAL DRAW AMOUNT:	

DRAW #	**(a)Requested Draw Amount**	**(b) Minus Retainage**	**10% RETAINAGE**
1		$0.00	$0.00
2		$0.00	$0.00
3		$0.00	$0.00
4		$0.00	$0.00
5		$0.00	$0.00
6		$0.00	$0.00
7		$0.00	$0.00
8		$0.00	$0.00
TOTAL	**$0.00**	**$0.00**	$0.00

The undersigned contractor certifies that the work covered by this request for payment has been completed in accordance with the project plans and specifications and that all subcontractors have been paid for said work.

CONTRACTOR SIGNATURE:		**DATE:**	

The undersigned architect certifies that the work covered by this request for payment has been completed in accordance with the project plans and specifications.

ARCHITECT SIGNATURE:		**DATE:**	

The undersigned is a duly authorized representative for the agency receiving CDBG funds and has inspected the work described in this request for payment and certifies that the work has been completed to the agency's satisfaction and the agency authorizes the City of St. Petersburg to make payment for said work.

AGENCY REPRESENTATIVE:		**DATE:**	

All work for which this payment is requested has been reviewed and compliance with Davis Bacon and contractual obligations completed and acceptable.

DAVIS BACON COORDINATOR SIGNATURE:		**DATE:**	
PROJECT MANAGER SIGNATURE:		**DATE:**	

Azalea Gateway Apartments

City Council Hearing
February 20, 2025



Azalea Gateway Apartments



Azalea Gateway Apartments



Azalea Gateway Apartments





Azalea Gateway Apartments

- Redevelop the former Raytheon site located at 1501 72nd Street North in three phases over a period of approximately six years.
- 1,000 total dwelling units of which 300 units will be restricted as affordable/workforce housing (150 units- 80% AMI or less, 150 units- 120% AMI or less).
- The agenda item before you today is the requested financial subsidy for phase one.
- Phase one carries extra infrastructure burden that will serve the entire site.

Azalea Gateway Apartments

Phase One

- 340 Dwelling Units of which 102 will be Affordable and Workforce Housing
- The total cost per unit of $323,024 is slightly below the average cost of recent projects; ~ $343,000
- The per unit subsidy request of $17,647 for all units and $58,824 for the affordable/workforce units only is consistent with other recent project subsidies
- 51- 80% AMI, 51 units- 120% AMI
- Project is using HB 1339 to enable residential construction on an industrial zoned site

Azalea Gateway Apartments

Development Team:

Porter Azalea Land, LLC

Falcone Group

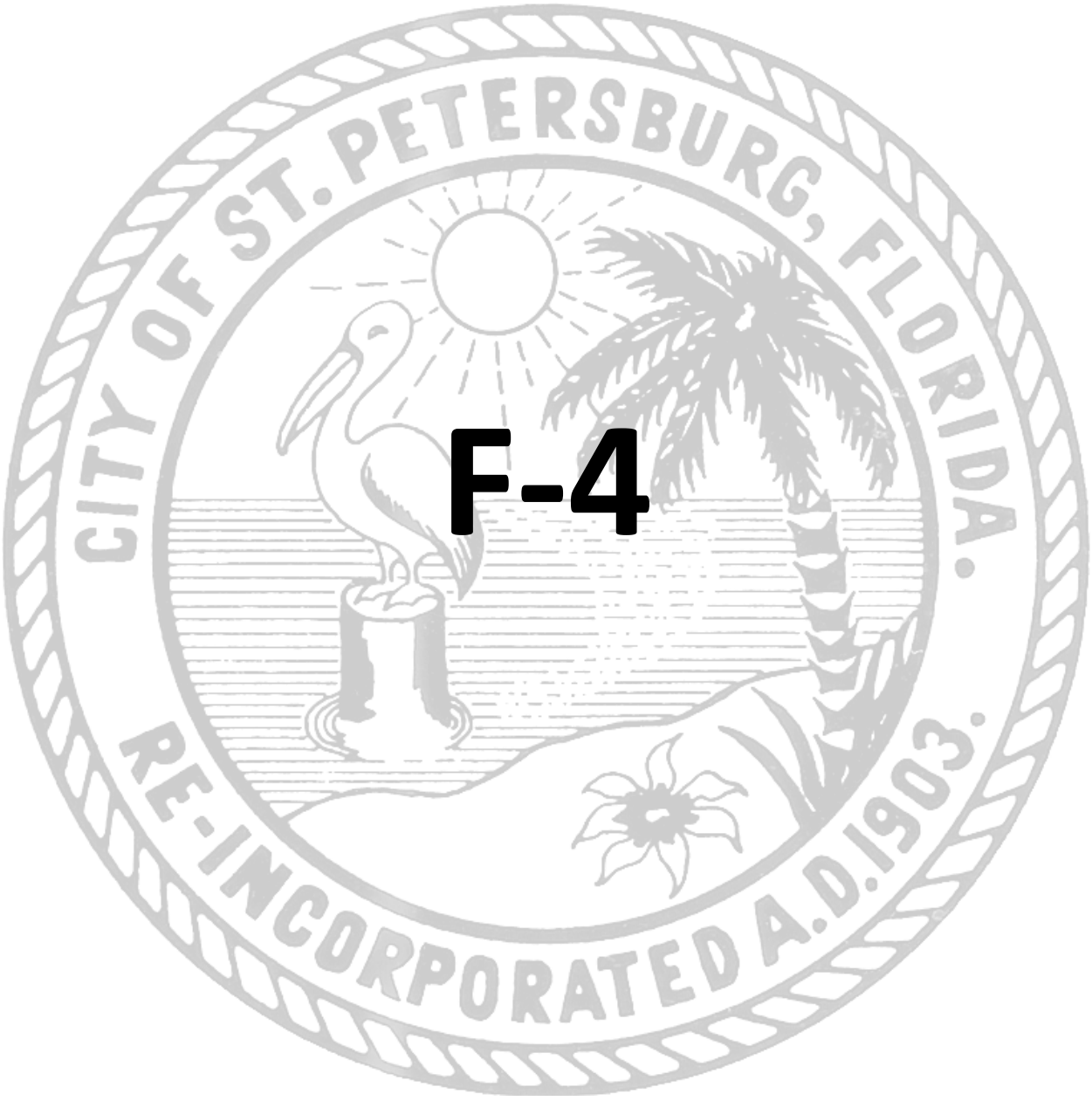
Proposed Schedule:	On or Before:
Permits Approved	Sep 2025
Construction Start	Nov 2025
Construction Completed	Dec 2027
Begin Lease Up	July 2027

THANK YOU

st.petersburg
www.stpete.org

Housing and Neighborhood Services
Housing & Community Development

The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to execute Task Order Nos. 23-11-SCS/RSFF(S), 23-12-SCS/RSFF(S), and 23-13-SCS/RSFF(S) ("Task Orders") to the Professional Services Agreement dated December 13, 2023 between the City of St. Petersburg, Florida and Stantec Consulting Services, Inc. ("Consultant") for Consultant to provide professional services for the FY26 Water Resources, Stormwater, and Sanitation Utility Rate Study Program in a collective amount not to exceed $215,300; and providing an effective date. (PWA Project Nos. 25144-130, 25145-130 and 25146-130, Oracle No. 20989)
Please scroll down to view the backup material.



F-4

ST. PETERSBURG CITY COUNCIL

Report

Meeting of February 20, 2025

TO: The Honorable Copley Gerdes, Chair, and Members of City Council

SUBJECT: A Resolution authorizing the Mayor or his designee to execute Task Order Nos. 23-11-SCS/RSFF(S), 23-12-SCS/RSFF(S), and 23-13-SCS/RSFF(S) ("Task Orders") to the Professional Services Agreement dated December 13, 2023 between the City of St. Petersburg, Florida and Stantec Consulting Services, Inc. ("Consultant") for Consultant to provide professional services for the FY26 Water Resources, Stormwater, and Sanitation Utility Rate Study Program in a collective amount not to exceed $215,300; and providing an effective date. (PWA Project Nos. 25144-130, 25145-130 and 25146-130, Oracle No. 20989)

EXPLANATION: The Consultant will provide consulting services related to the FY26 Water Resources, Stormwater, and Sanitation Utility Rate Study Program. Since 2006, the City has retained the services of Stantec Consulting Services, Inc. (Stantec) to perform the comprehensive annual utility rate studies. As part of the Rate Study Program, Stantec will provide a variety of services including, but not limited to the following:

- Revenue Sufficiency Analysis and Cost of Service Analysis: Assesses the adequacy of rate revenue versus revenue requirements, as well as the appropriate cost of service-based allocations charged to customers.
- Multi-year Financial Management Plan: Forecasts the financial stability of the utilities throughout the next twenty years.
- Utility Bond calculation support: Preparation of any necessary coverage calculations in the financing of utility bonds for the Stormwater and Water Resources Utilities.
- St. Pete Beach True-up Analysis: True Up analysis required by the Wastewater Interlocal Agreement between Water Resources and St. Pete Beach.

On December 13, 2023, the City of St. Petersburg, Florida and Stantec Consulting Services, Inc. ("A/E") entered into an architect/engineering agreement for A/E to provide Miscellaneous Professional Services for Rate Study and Financial Feasibility Services Projects.

Pursuant to Task Order No. 23-11-SCS/RSFF, funding for services related to the FY26 Utility Rate Study Program as it relates to the rate portion of the Water Resources Fund will be paid out of the Water Resources Operating Fund (4001) in an amount not to exceed $127,000.

Pursuant to Task Order No. 23-12-SCS/RSFF, funding for services related to the FY26 Utility Rate Study Program as it relates to the rate portion of the Stormwater Utility Fund will be paid out of the Stormwater Utility Fund (4011) in an amount not to exceed $44,950.

Pursuant to Task Order No. 23-13-SCS/RSFF, funding for services related to the FY26 Utility Rate Study Program as it relates to the rate portion of the Sanitation Fund will be paid out of the Sanitation Fund (4021) in an amount not to exceed $43,350.

Funds will provide for a not to exceed collective amount of $215,300 for the FY26 Water Resources, Sanitation, and Stormwater Utility Rate Study Program.

RECOMMENDATION: Administration recommends a resolution authorizing the Mayor or his designee to execute Task Order Nos. 23-11-SCS/RSFF(S), 23-12-SCS/RSFF(S), and 23-13-SCS/RSFF(S) ("Task

Orders") to the Professional Services Agreement dated December 13, 2023 between the City of St. Petersburg, Florida and Stantec Consulting Services, Inc. ("Consultant") for Consultant to provide professional services for the FY26 Water Resources, Stormwater, and Sanitation Utility Rate Study Program in a collective amount not to exceed $215,300; and providing an effective date. (City Project Nos. Oracle Nos)

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Operating Fund (4001), Water Resources Department, Water Resources Administration Division (420.2045), Stormwater Utility Fund (4011), Stormwater, Pavement and Traffic Operations Department, Stormwater Administration Division (400.1293), and the Sanitation Fund (4021), Sanitation Department, Sanitation Administration Division (450.2237).

ATTACHMENTS: Resolution
Task Order Nos. 23-11-SCS/RSFF(S), 23-12-SCS/RSFF(S), 23-13-SCS/RSFF(S)

RESOLUTION NO. 2025-____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NOS. 23-11-SCS/RSFF(S), 23-12-SCS/RSFF(S), AND 23-13-SCS/RSFF(S) TO THE PROFESSIONAL SERVICES AGREEMENT DATED DECEMBER 13, 2023 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND STANTEC CONSULTING SERVICES, INC. ("CONSULTANT") FOR CONSULTANT TO PROVIDE PROFESSIONAL SERVICES FOR THE FY26 WATER RESOURCES, STORMWATER, AND SANITATION UTILITY RATE STUDY PROGRAM IN A COLLECTIVE AMOUNT NOT TO EXCEED $215,300; AND PROVIDING AN EFFECTIVE DATE. (PWA PROJECT NOS. 25144-130, 25145-130 AND 25146-130, ORACLE NO. 20989).

WHEREAS, the City of St. Petersburg, Florida and Stantec Consulting Services, Inc. ("Consultant") executed a professional services agreement on December 13, 2023 for Consultant to provide professional planning and study activities on a continuing basis related to miscellaneous Rate Study and Financial Feasibility Services Projects; and

WHEREAS, Administration desires to issue Task Order Nos. 23-11-SCS/RSFF(S), 23-12-SCS/RSFF(S), and 23-13-SCS/RSFF(S) for Consultant to provide professional services for the FY26 Water Resources, Stormwater, and Sanitation Utility Rate Study Program to include (i) a revenue sufficiency and cost-of-service analysis for each utility, (ii) a multi-year financial management plan, (iii) any necessary coverage calculations in the financing of utility bonds, and (iv) annual true-up analysis required by the Interlocal Agreement with the City of St. Pete Beach in a collective amount not to exceed $215,300.

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 Task Order Nos. 23-11-SCS/RSFF(S), 23-12-SCS/RSFF(S), and 23-13-SCS/RSFF(S) to the Professional Services Agreement dated December 13, 2023 between the City of St. Petersburg, Florida and Stantec Consulting Services, Inc. ("Consultant") for Consultant to provide professional services for the FY26 Water Resources, Stormwater, and Sanitation Utility Rate Study Program in a collective amount not to exceed $215,300.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

00790982

DEPARTMENT:

TASK ORDER NO. 23-11-SCS/RSFF(S)
WATER RESOURCES UTILITY RATE STUDY – FY 2026
MISCELLANEOUS PROFESSIONAL SERVICES FOR
RATE STUDY AND FINANCIAL FEASIBILITY SERVICES
CITY PROJECT NO. 25145-130

This Task Order No. 23-11-SCS/SFF(S) is made and entered into this _____ day of _____, 2025, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR RATE STUDY AND FINANCIAL FEASIBILITY SERVICES dated April 13, 2023 ("Agreement") between Stantec Consulting Services Inc. ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

Specifically, A/E will complete the scope of work detailed in Section II as authorized pursuant to the Agreement.

II. SCOPE OF SERVICES

Task 1 – Project Initiation & Data Collection

A/E will meet with City Council and City Administration for 1-on-1 discussions to review prior study results and discuss ongoing concerns prior to project kick-off. A/E will then meet with City staff to finalize project objectives, establish project monitoring and control procedures, and begin data gathering.

Task 2 – Develop Multi-Year Financial Management Plan

A/E will input current financial and billing data into our modeling system, run the model, and produce preliminary output, including a five, ten, and twenty-year financial management program that will include a comprehensive revenue sufficiency analysis and detailed capital funding plan by fiscal year. This effort includes the internal reconciliation of updated results to prior results, as well as the review of updated results with City staff during three interactive work sessions, the preparation of a detailed Assumptions & Preliminary Results Workbook, and the detailed QA/QC reviews thereof.

Task 3 – Conduct Cost of Service Analysis & Calculate Wholesale Rates

A/E will input current financial and system data into our cost of service allocation model, run the model, and produce preliminary outputs, including the updated cost allocation criteria and the resulting distribution of system operating and capital requirements allocated by service (water, wastewater, reclaimed) and customer class (retail, wholesale), as well as the calculation of FY 2026 retail and wholesale water and wastewater rates. This effort includes the internal reconciliation of updated results to prior results, as well as the review

of updated results with City staff during two interactive work sessions, the presentation of results to the City's wholesale customers, and the detailed QA/QC reviews thereof.

Task 4 – Perform St. Pete Beach True-up Calculation

A/E will input current financial and system data into our St. Pete Beach true-up model, run the model, and produce preliminary outputs, including the updated calculation of true-up payment owed to either the City or St. Pete Beach. This effort includes the internal reconciliation of updated results to prior results, as well as the review of updated results with City staff during one interactive work sessions, the documentation of results in a letter report, and the detailed QA/QC reviews thereof.

Task 5 – Present Findings to Mayor and Council Members

A/E will prepare summary materials for review with the Mayor and Council 1-on-1's, including the detailed QA/QC reviews thereof. A/E will then meet with each accordingly to present the results. This effort includes any follow-up adjustments to the analyses.

Task 6 – Present Results & Recommendations

A/E will prepare a slide deck and other materials for presentation of study results and recommendations to Council and or/ Budget, Finance, and Taxation Committee, including the detailed QA/QC reviews thereof. A/E will then prepare for and present the study findings to Council during two public meetings.

Task 7 – Prepare Final Report

A/E will prepare a Draft Report to document the results of the study, including the detailed QA/QC reviews thereof. A/E will incorporate any comments received from City staff and distribute the Final Report.

III. SCHEDULE

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

	Number of Days from NTP
Task 1 – Project Initiation & Data Collection	120
Task 2 – Develop Multi-Year Financial Management Plan	180
Task 3 – Conduct Cost of Service Analysis & Calculate Wholesale Rates	180
Task 4 – Perform St. Pete Beach True-up Calculation	300
Task 5 – Present Findings to Mayor and Council Members	270
Task 6 – Present Results & Recommendations	270
Task 7 – Prepare Final Report	300

IV. A/E'S RESPONSIBILITIES

A/E will assign a Project Manager, and other personnel as necessary, to assure faithful execution and timely delivery of services pursuant to the requirements of this Task Order.

V. CITY'S RESPONSIBILITIES

City will provide A/E with all available and relevant information in the City's possession required by A/E to execute the Scope of Services described herein. City will assign a Project Manager who will be the primary point of contact for the project. City will make the appropriate staff available for meetings and reviews as necessary to complete Scope of Services.

VI. DELIVERABLES

Task 1 – Project Initiation & Data Collection

- Kick Off Meeting Summary (PDF, electronically)
- Request for Information (PDF, Electronically)

Task 2 – Develop Multi-Year Financial Management Plan

- Screen capture summaries from the FAMS model will be provided for as many scenarios as requested by City staff (PDF, electronically)
- Assumptions & Preliminary Results Workbook for City staff to review and validate information (PDF, electronically)
    - Rate Study Workbooks to be submitted to City staff no less than 2 business days prior to respective Interactive Work Session
    - Rate Study Workbook will be finalized with City Staff no later than the First BF&T Meeting.
- Comparative rate survey (PDF, electronically)
- First Interactive Work Session Summary (PDF, electronically)
- Second Interactive Work Session Summary (PDF, electronically)
- Third Interactive Work Session Summary (PDF, electronically)

Task 3 – Conduct Cost of Service Analysis & Calculate Wholesale Rates

- First Interactive Work Session Summary (PDF, electronically)
- Second Interactive Work Session Summary (PDF, electronically)
- Wholesale Customer Presentation (PowerPoint, electronically)

Task 4 – Perform St. Pete Beach True-up Calculation

- Draft Letter Report (Word, electronically)
- Final Letter Report (PDF, electronically)
- Supporting files formatted for distribution to St. Pete Beach (various, electronically)

Task 5 – Present Findings to Mayor and Council Members

- Presentation materials for Meeting with Mayor and 1-on-1 Meetings with Council (various, electronically)

Task 6 – Present Results & Recommendations

- Presentation materials for two BF&TC Meetings (PowerPoint, electronically)
- Presentation materials for two Public Hearings (PowerPoint, electronically)

Task 7 – Prepare Final Report

- Draft Report (Word, electronically)
- Final Report (PDF, electronically)
- Final Report (six (6) paper copies)

VII. A/E'S COMPENSATION

For Tasks 1 through 7, the City shall compensate the A/E the lump sum amount of **$127,000.00**.

VIII. PROJECT TEAM

Services will be provided by A/E employees and one (1) sub-consultant.

Subconsultant: GovRates, Inc.

IX. MISCELLANOUS

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

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

Stantec Consulting Services Inc.
(Company Name)

By: Eric Grau
(Signature)

Eric Grau, Principal
(Printed Name and Title)

Date: 1/31/2025

CITY OF ST. PETERSBURG, FLORIDA

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

DATE: _____

ATTEST

By: _____
Chandrahasa Srinivasa, City Clerk

(SEAL)

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

By: _____
City Attorney (Designee)

APPENDIX A
Work Task Breakdown
City of St. Petersburg
Water Resources Utility Rate Study FY 2026
Project No. 25145-130

I. Manpower Estimate: All Tasks

	Direct Labor Rates Classifications	Director	Principal	Senior Manager	Financial Analyst	Data Analyst	Admin	Total Hours	Labor Cost
	Direct Salary	$ 132.42	$ 97.11	$ 88.28	$ 58.40	$ 45.84	$ 35.31		
	Multiplier 2.9452	$ 257.58	$ 188.89	$ 171.72	$ 113.60	$ 89.16	$ 68.69		
	Billing Rates[1]	$ 390.00	$ 286.00	$ 260.00	$ 172.00	$ 135.00	$ 104.00		
	TASK								
1	Project Initiation & Data Collection	8	5	0	10	0	1	24	$ 6,374.00
2	Develop Multi-Year Financial Management Plan	21	54	0	122	0	0	197	$ 44,618.00
3	Conduct Cost of Service Analysis & Calculate Wholesale Rates	2	17	0	45	0	0	64	$ 13,382.00
4	Perform St. Pete Beach True-up Calculation	0	12	0	11	0	0	23	$ 5,324.00
5	Present Findings to Mayor and Council Members	15	8	0	20	0	0	43	$ 11,578.00
6	Presents Results & Recommendations	18	17	0	23	0	0	58	$ 15,838.00
7	Prepare Final Report	1	16	0	32	0	2	51	$ 10,678.00
	Totals	65	129	0	263	0	3	460	$ 107,792.00

II. Fee Calculation

Task	Labor Cost	Expenses[2]	Subconsultant Services	Mark-up on Subconsultant Services[3]	Total Cost Without Allowance
1	$6,374.00	$100.00	$0.00	$0.00	$6,474.00
2	$44,618.00	$0.00	$0.00	$0.00	$44,618.00
3	$13,382.00	$200.00	$0.00	$0.00	$13,582.00
4	$5,324.00	$0.00	$15,056.36	$1,505.64	$21,886.00
5	$11,578.00	$350.00	$496.36	$49.64	$12,474.00
6	$15,838.00	$350.00	$661.82	$66.18	$16,916.00
7	$10,678.00	$8.00	$330.91	$33.09	$11,050.00
Total	$107,792.00	$1,008.00	$16,545.45	$1,654.55	$127,000.00

III. Fee Limit

Lump Sum Cost	$127,000.00
Allowance[4]	$0.00
Total:	**$127,000.00**

IV. Notes:

1. Rates and Multipier per contract.
2. Includes expenses for: Lodging, meals, and mileage associated with travel for meetings/presentations.
3. Includes 10% percent markup of SUBCONSULTANT (per contract).
4. Allowance to be used only upon City's written authorization.

TASK ORDER NO. 23-12-SCS/RSFF(S)
STORMWATER UTILITY RATE STUDY – FY 2026
MISCELLANEOUS PROFESSIONAL SERVICES FOR
RATE STUDY AND FINANCIAL FEASIBILITY SERVICES
CITY PROJECT NO. 25146-130

This Task Order No. 23-12-SCS/SFF(S) is made and entered into this _____ day of _____, 2025, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR RATE STUDY AND FINANCIAL FEASIBILITY SERVICES dated April 13, 2023 ("Agreement") between Stantec Consulting Services Inc. ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

Specifically, A/E will complete the scope of work detailed in Section II as authorized pursuant to the Agreement.

II. SCOPE OF SERVICES

Task 1 – Project Initiation & Data Collection

A/E will meet with City Council and City Administration for 1-on-1 discussions to review prior study results and discuss ongoing concerns prior to project kick-off. A/E will then meet with City staff to finalize project objectives, establish project monitoring and control procedures, and begin data gathering.

Task 2 – Develop Multi-Year Financial Management Plan

A/E will input current financial and billing data into our modeling system, run the model, and produce preliminary output, including a five, ten, and twenty-year financial management program that will include a comprehensive revenue sufficiency analysis and detailed capital funding plan by fiscal year. This effort includes the internal reconciliation of updated results to prior results, as well as the review of updated results with City staff during three interactive work sessions, the preparation of a detailed Assumptions & Preliminary Results Workbook, and the detailed QA/QC reviews thereof.

Task 3 – Present Findings to Mayor and Council Members

A/E will prepare summary materials for review with the Mayor and Council 1-on-1's, including the detailed QA/QC reviews thereof. A/E will then meet with each accordingly to present the results. This effort includes any follow-up adjustments to the analyses.

Task 4 – Present Results & Recommendations

A/E will prepare a slide deck and other materials for presentation of study results and recommendations to Council and or/ Budget, Finance, and Taxation Committee, including the detailed QA/QC reviews thereof. Stantec will then prepare for and present the study findings to Council during two public meetings.

Task 5 – Prepare Final Report

A/E will prepare a Draft Report to document the results of the study, including the detailed QA/QC reviews thereof. A/E will incorporate any comments received from City staff and distribute the Final Report.

III. SCHEDULE

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

	Number of Days from NTP
Task 1 – Project Initiation & Data Collection	120
Task 2 – Develop Multi-Year Financial Management Plan	180
Task 3 – Present Findings to Mayor and Council Members	270
Task 4 – Present Results & Recommendations	270
Task 5 – Prepare Final Report	300

IV. A/E'S RESPONSIBILITIES

A/E will assign a Project Manager, and other personnel as necessary, to assure faithful execution and timely delivery of services pursuant to the requirements of this Task Order.

V. CITY'S RESPONSIBILITIES

City will provide A/E with all available and relevant information in the City's possession required by A/E to execute the Scope of Services described herein. City will assign a Project Manager who will be the primary point of contact for the project. City will make the appropriate staff available for meetings and reviews as necessary to complete Scope of Services.

VI. DELIVERABLES

Task 1 – Project Initiation & Data Collection

- Kick Off Meeting Summary (PDF, electronically)

Task 2 – Develop Multi-Year Financial Management Plan

- Screen capture summaries from the FAMS model will be provided for as many

scenarios as requested by City staff (PDF, electronically)

- Assumptions & Preliminary Results Workbook for City staff to review and validate information (PDF, electronically)
    - Rate Study Workbooks to be submitted to City staff no less than 2 business days prior to respective Interactive Work Session
    - Rate Study Workbook will be finalized with City Staff no later than the First BF&T Meeting.

- Comparative rate survey (PDF, electronically)
- First Interactive Work Session Summary (PDF, electronically)
- Second Interactive Work Session Summary (PDF, electronically)
- Third Interactive Work Session Summary (PDF, electronically)

Task 3 – Present Findings to Mayor and Council Members

- Presentation materials for Meeting with Mayor and 1-on-1 Meetings with Council (various, electronically)

Task 4 – Present Results & Recommendations

- Presentation materials for two BF&TC Meetings (PowerPoint, electronically)
- Presentation materials for two Public Hearings (PowerPoint, electronically)

Task 5 – Prepare Final Report

- Draft Report (Word, electronically)
- Final Report (PDF, electronically)
- Final Report (six (6) paper copies)

VII. A/E'S COMPENSATION

For Tasks 1 through 5, the City shall compensate the A/E the lump sum amount of **$44,950.00**.

VIII. PROJECT TEAM

Services will be provided by A/E employees.

IX. MISCELLANOUS

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

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

Stantec Consulting Services Inc.
(Company Name)

By: _____
(Signature)

Eric Grau, Principal
(Printed Name and Title)

Date: 1/31/2025

CITY OF ST. PETERSBURG, FLORIDA

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

DATE: _____

ATTEST

By: _____
Chandrahasa Srinivasa, City Clerk

(SEAL)

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

By: _____
City Attorney (Designee)

APPENDIX A
Work Task Breakdown
City of St. Petersburg
Stormwater Utility Rate Study - FY2026
Project No. 25146-130

I. Manpower Estimate: All Tasks

	Direct Labor Rates Classifications	Director	Principal	Senior Manager	Financial Analyst	Data Analyst	Admin	Total Hours	Labor Cost
	Direct Salary	$ 132.42	$ 97.11	$ 88.28	$ 54.32	$ 45.84	$ 35.31		
	Multiplier 2.9452	$ 257.58	$ 188.89	$ 171.72	$ 105.68	$ 89.16	$ 68.69		
	Billing Rates[1]	$ 390.00	$ 286.00	$ 260.00	$ 160.00	$ 135.00	$ 104.00		
	TASK								
1	Project Initiation & Data Collection	0	2	0	4	0	0	6	$ 1,212.00
2	Develop Multi-Year Financial Management Plan	6	35	0	96	0	0	137	$ 27,710.00
3	Present Findings to Mayor and Council Members	4	4	0	12	0	0	20	$ 4,624.00
4	Present Results & Recommendations	6	5	0	18	0	0	29	$ 6,650.00
5	Prepare Final Report	1	4	0	20	0	0	25	$ 4,734.00
	Totals	17	50	0	150	0	0	217	$ 44,930.00

II. Fee Calculation

Task	Labor Cost	Expenses[2]	Subconsultant Services	Mark-up on Subconsultant Services[3]	Total Cost Without Allowance
1	$1,212.00	$0.00	$0.00	$0.00	$1,212.00
2	$27,710.00	$0.00	$0.00	$0.00	$27,710.00
3	$4,624.00	$0.00	$0.00	$0.00	$4,624.00
4	$6,650.00	$0.00	$0.00	$0.00	$6,650.00
5	$4,734.00	$20.00	$0.00	$0.00	$4,754.00
Total	$44,930.00	$20.00	$0.00	$0.00	$44,950.00

III. Fee Limit

Lump Sum Cost	$44,950.00
Allowance[4]	$0.00
Total:	$44,950.00

IV. Notes:

1. Rate x overhead + profit (per contract).
2. Includes expenses for: Lodging, meals, and mileage associated with travel for meetings/presentations. Printing.
3. Includes 5 percent markup of SUBCONSULTANT (per contract).
4. Allowance to be used only upon City's written authorization.

TASK ORDER NO. 23-13-SCS/RSFF(S)
SANITATION UTILITY RATE STUDY – FY 2026
MISCELLANEOUS PROFESSIONAL SERVICES FOR
RATE STUDY AND FINANCIAL FEASIBILITY SERVICES
CITY PROJECT NO. 25144-130

This Task Order No. 23-13-SCS/SFF(S) is made and entered into this _____ day of _____, 2025, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR RATE STUDY AND FINANCIAL FEASIBILITY SERVICES dated April 13, 2023 ("Agreement") between Stantec Consulting Services Inc. ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

Specifically, A/E will complete the scope of work detailed in Section II as authorized pursuant to the Agreement.

II. SCOPE OF SERVICES

Task 1 – Project Initiation & Data Collection

A/E will meet with City Council and City Administration for 1-on-1 discussions to review prior study results and discuss ongoing concerns prior to project kick-off. A/E will then meet with City staff to finalize project objectives, establish project monitoring and control procedures, and begin data gathering.

Task 2 – Develop Multi-Year Financial Management Plan

A/E will input current financial and billing data into our modeling system, run the model, and produce preliminary output, including a five, ten, and twenty-year financial management program that will include a comprehensive revenue sufficiency analysis and detailed capital funding plan by fiscal year. This effort includes the internal reconciliation of updated results to prior results, as well as the review of updated results with City staff during three interactive work sessions, the preparation of a detailed Assumptions & Preliminary Results Workbook, and the detailed QA/QC reviews thereof.

Task 3 – Present Findings to Mayor and Council Members

A/E will prepare summary materials for review with the Mayor and Council 1-on-1's, including the detailed QA/QC reviews thereof. A/E will then meet with each accordingly to present the results. This effort includes any follow-up adjustments to the analyses.

Task 4 – Present Results & Recommendations

A/E will prepare a slide deck and other materials for presentation of study results and recommendations to Council and or/ Budget, Finance, and Taxation Committee, including the detailed QA/QC reviews thereof. Stantec will then prepare for and present the study findings to Council during two public meetings.

Task 5 – Prepare Final Report

A/E will prepare a Draft Report to document the results of the study, including the detailed QA/QC reviews thereof. Stantec will incorporate any comments received from City staff and distribute the Final Report.

III. SCHEDULE

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

	Number of Days from NTP
Task 1 – Project Initiation & Data Collection	120
Task 2 – Develop Multi-Year Financial Management Plan	180
Task 3 – Present Findings to Mayor and Council Members	270
Task 4 – Present Results & Recommendations	270
Task 5 – Prepare Final Report	300

IV. A/E'S RESPONSIBILITIES

A/E will assign a Project Manager, and other personnel as necessary, to assure faithful execution and timely delivery of services pursuant to the requirements of this Task Order.

V. CITY'S RESPONSIBILITIES

City will provide A/E with all available and relevant information in the City's possession required by A/E to execute the Scope of Services described herein. City will assign a Project Manager who will be the primary point of contact for the project. City will make the appropriate staff available for meetings and reviews as necessary to complete Scope of Services.

VI. DELIVERABLES

Task 1 – Project Initiation & Data Collection

- Kick Off Meeting Summary (PDF, electronically)

Task 2 – Develop Multi-Year Financial Management Plan

- Screen capture summaries from the FAMS model will be provided for as many

scenarios as requested by City staff (PDF, electronically)

- Assumptions & Preliminary Results Workbook for City staff to review and validate information (PDF, electronically)
    - Rate Study Workbooks to be submitted to City staff no less than 2 business days prior to respective Interactive Work Session
    - Rate Study Workbook will be finalized with City Staff no later than the First BF&T Meeting.

- Comparative rate survey (PDF, electronically)
- First Interactive Work Session Summary (PDF, electronically)
- Second Interactive Work Session Summary (PDF, electronically)
- Third Interactive Work Session Summary (PDF, electronically)

Task 3 – Present Findings to Mayor and Council Members

- Presentation materials for Meeting with Mayor and 1-on-1 Meetings with Council (various, electronically)

Task 4 – Present Results & Recommendations

- Presentation materials for two BF&TC Meetings (PowerPoint, electronically)
- Presentation materials for two Public Hearings (PowerPoint, electronically)

Task 5 – Prepare Final Report

- Draft Report (Word, electronically)
- Final Report (PDF, electronically)
- Final Report (six (6) paper copies)

VII. A/E'S COMPENSATION

For Tasks 1 through 5, the City shall compensate the A/E the lump sum amount of **$43,350.00**.

VIII. PROJECT TEAM

Services will be provided by A/E employees.

IX. MISCELLANOUS

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

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

Stantec Consulting Services Inc.
(Company Name)

By: Eric Grau
(Signature)

Eric Grau, Principal
(Printed Name and Title)

Date: 1/31/2025

CITY OF ST. PETERSBURG, FLORIDA

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

DATE: _____

ATTEST

By: _____
Chandrahasa Srinivasa, City Clerk

(SEAL)

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

By: _____
City Attorney (Designee)

APPENDIX A
Work Task Breakdown
City of St. Petersburg
Sanitation Utility Rate Study - FY2026
Project No. 25144-130

I. Manpower Estimate: All Tasks

Direct Labor Rates Classifications		Director	Principal	Senior Manager	Financial Analyst	Data Analyst	Admin	Total Hours
	Direct Salary	$ 132.42	$ 97.11	$ 88.28	$ 54.32	$ 45.84	$ 35.31	
	Multiplier 2.9452	$ 257.58	$ 188.89	$ 171.72	$ 105.68	$ 89.16	$ 68.69	
	Billing Rates[1]	$ 390.00	$ 286.00	$ 260.00	$ 160.00	$ 135.00	$ 104.00	
TASK								
1	Project Initiation & Data Collection	0	2	0	4	0	0	6
2	Develop Multi-Year Financial Management Plan	6	35	0	86	0	0	127
3	Present Findings to Mayor and Council Members	4	4	0	12	0	0	20
4	Present Results & Recommendations	6	5	0	18	0	0	29
5	Prepare Final Report	1	4	0	20	0	0	25
	Totals	17	50	0	140	0	0	207

II. Fee Calculation

Task	Labor Cost	Expenses[2]	Subconsultant Services	Mark-up on Subconsultant Services[3]	Total Cost Without Allowance
1	$1,212.00	$0.00	$0.00	$0.00	$1,212.00
2	$26,110.00	$0.00	$0.00	$0.00	$26,110.00
3	$4,624.00	$0.00	$0.00	$0.00	$4,624.00
4	$6,650.00	$0.00	$0.00	$0.00	$6,650.00
5	$4,734.00	$20.00	$0.00	$0.00	$4,754.00
Total	$43,330.00	$20.00	$0.00	$0.00	$43,350.00

III. Fee Limit

Lump Sum Cost	$43,350.00
Allowance[4]	$0.00
Total:	$43,350.00

IV. Notes:

1. Rate x overhead + profit (per contract).
2. Includes expenses for: Lodging, meals, and mileage associated with travel for meetings/presentations. Printing.
3. Includes 5 percent markup of SUBCONSULTANT (per contract).
4. Allowance to be used only upon City's written authorization.

Approvals - gcc
Report • Printed on February 7, 2025

Approved

2/20 Council - Stantec - Utility Rate Task Orders

Attachments

Stantec - Utility Rate Task Orde
https://stpete1-my.sharepoint.com/:l

Final status: Approved

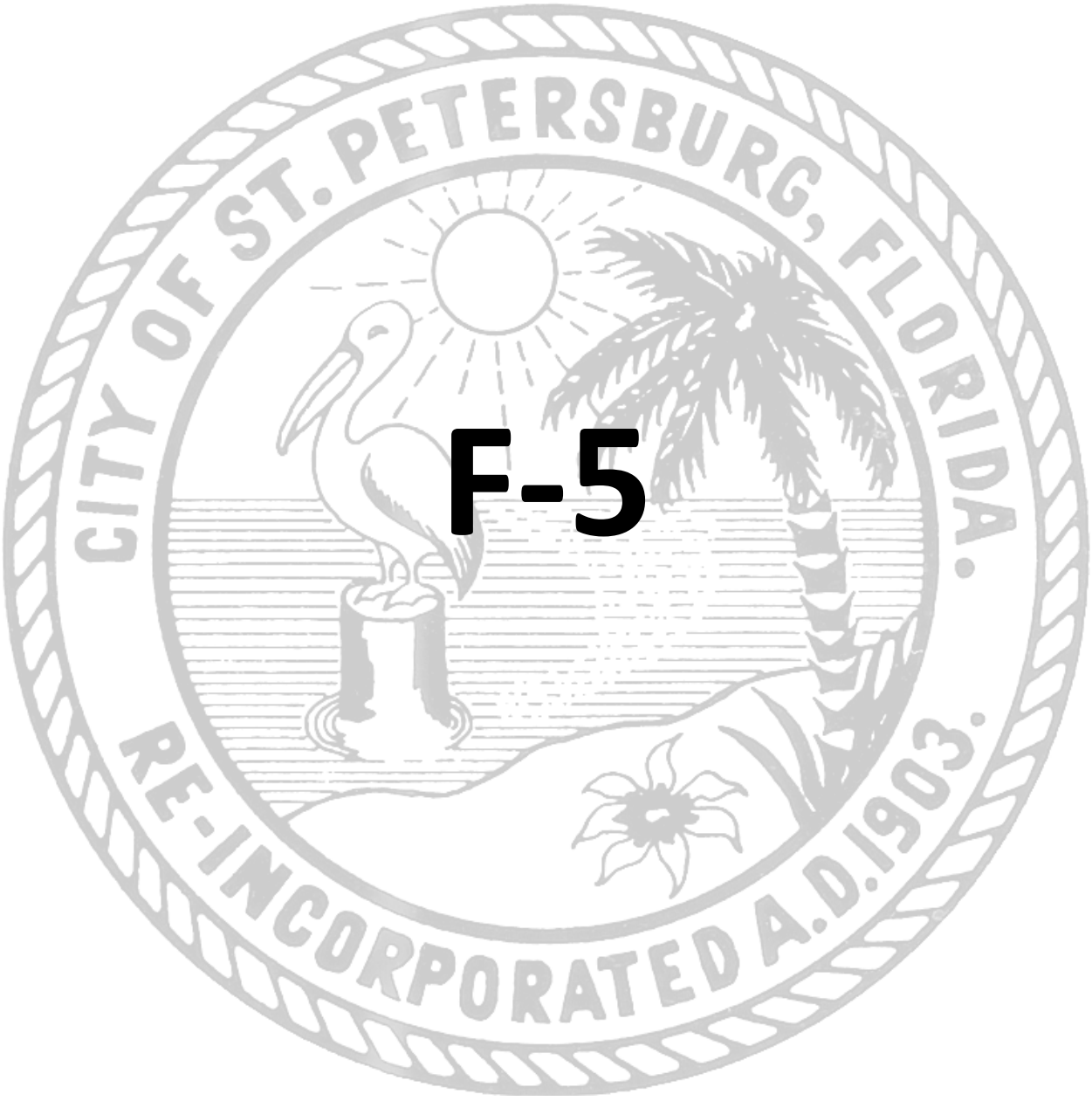
CT **Step 3: Approved by**
Claude Tankersley 2/6/2025 5:11:10 PM

MW **Step 2: Approved by**
Margaret B. Wahl 2/6/2025 11:03:09 AM

BP **Step 1: Approved by**
Brejesh Prayman 2/6/2025 11:02:01 AM

SJ **Requested by**
Sarah B. Johnson 2/6/2025 7:59:28 AM

The following page(s) contain the backup material for Agenda Item: A Resolution approving the plat of Terraces at 87th Townhomes Phase 2, generally located at 429 87th Avenue North; setting forth conditions for approval; and providing an effective date. (City File No.: DRC 24-20000002)
Please scroll down to view the backup material.



F-5

st.petersburg
www.stpete.org

ST. PETERSBURG CITY COUNCIL

Meeting of February 20, 2025

TO: The Honorable Council Chair Gerdes, and Members of City Council

SUBJECT: A Resolution approving the plat of Terraces at 87th Townhomes – Phase 2, generally located at 429 87th Avenue North; setting forth conditions for approval; and providing an effective date. (City File No.: DRC 24-20000002)

AGENDA CATEGORY: Consent

RECOMMENDATION: The Administration recommends **APPROVAL**.

DISCUSSION:
The applicant is requesting approval of a plat to create twenty (20) platted lots. The property previously consisted of seven (7) platted lots and a portion of another platted lot. The plat is required in order to assemble the lots for redevelopment of the property which is zoned NSM-1; Neighborhood Suburban Multi-Family.

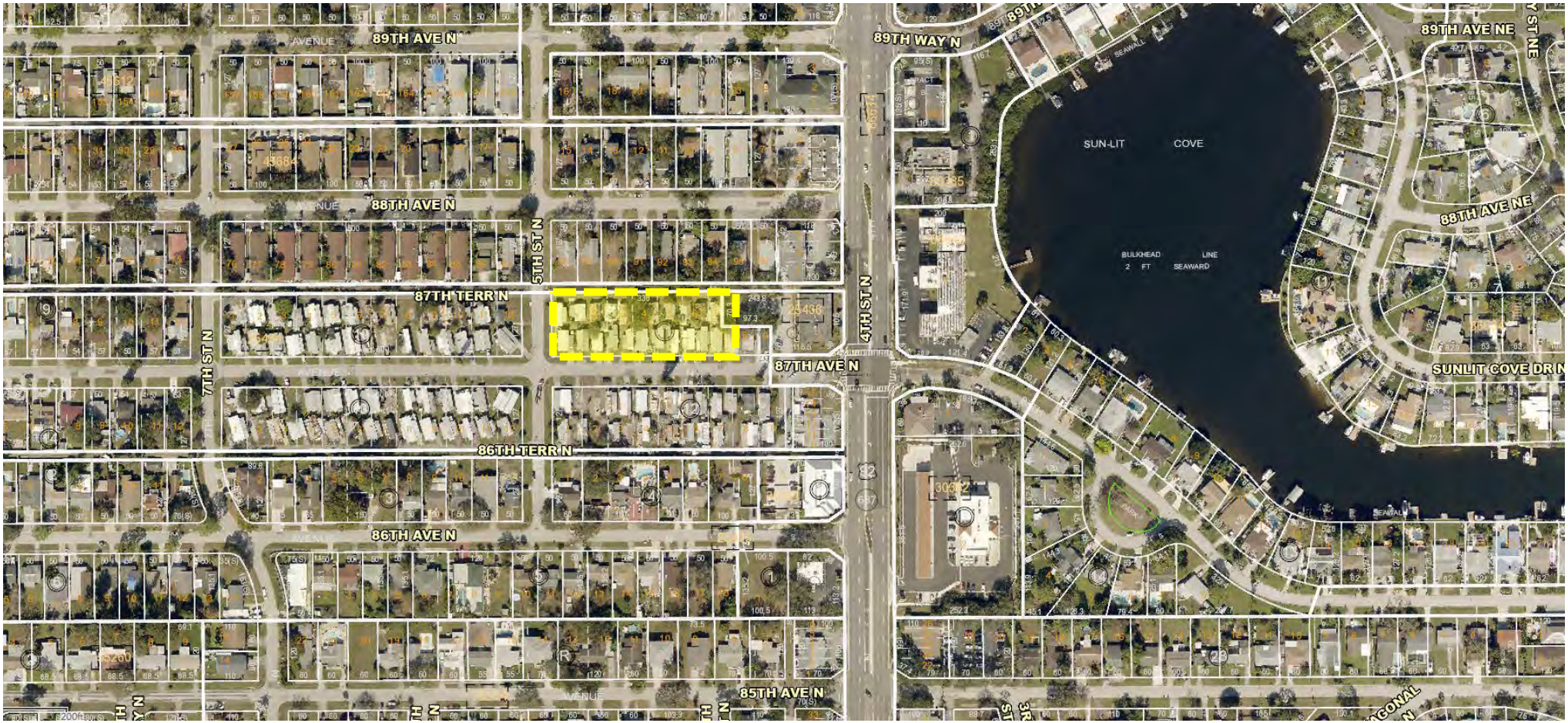
The plat is associated with the replat of the abutting property via the Terraces at 87th Townhomes – Phase 1 (City File: DRC 23-20000003) and an approved right-of-way vacation (City File: DRC 23-33000012).

The language in Condition 1 of the resolution notes that certain Engineering conditions must be met prior to a Certificate of Occupancy.

Attachments: Map, Resolution with Plat, Engineering Memorandum dated December 31, 2024

Administration: _____ ERA

Budget: N/A



st.petersburg
www.stpete.org

PROJECT LOCATION MAP

Case No.: 24-20000002

Address: 429 87th Avenue North

City of St. Petersburg, Florida
Planning & Development Services Department

N↑

(nts)

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PLAT OF TERRACES AT 87TH TOWNHOMES – PHASE 2, GENERALLY LOCATED AT 429 87TH AVENUE NORTH; SETTING FORTH CONDITIONS FOR APPROVAL; AND PROVIDING AN EFFECTIVE DATE. (City File 24-20000002)

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the plat of Terraces at 87th Townhomes – Phase 2, generally located at 429 87th Avenue North, is hereby approved, subject to the following conditions.

1. Comply with Engineering conditions in the memorandum dated December 31, 2024, prior to Certificate of Occupancy.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

Elizabeth Abernethy 01/29/25

Planning & Development Services Dept. Date

2/4/25

City Attorney (Designee) Date

TERRACES AT 87TH TOWNHOMES - PHASE II

A REPLAT OF PORTIONS OF BLOCKS 11 OF BLOCKS 8, 9, 10, 11, 12, 13, 14, AND 15 OF EL CENTRO RECORDED IN PLAT BOOK 14, PAGE 37, AND EL-CENTRO SAVAGE REPLAT RECORDED IN PLAT BOOK 75, PAGE 32, LYING IN SECTION 19, TOWNSHIP 30 SOUTH, RANGE 17 EAST PINELLAS COUNTY, FLORIDA

LEGAL DESCRIPTION

LOTS 1 THROUGH 6 AND PORTIONS OF LOTS 7 AND 8, BLOCK 11, BLOCKS 8, 9, 10, 11, 12, 13, 14 AND 15 OF EL CENTRO, AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 14, PAGE 37, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PORTION OF LOT 1, BLOCK 1, EL-CENTRO SAVAGE REPLAT, AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 75, PAGE 32, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH THE 5.00 FEET OF VACATED RIGHT-OF-WAY OF 87TH AVENUE NORTH PER ORDINANCE #1160-V, RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF BLOCK 11, BLOCKS 8, 9, 10, 11, 12, 13, 14 AND 15 OF EL CENTRO, AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 14, PAGE 37, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE S89°51'51"E, ALONG THE NORTHERLY LINE OF SAID BLOCK 11 AND THE NORTHERLY LINE OF LOT 1, BLOCK 1, EL-CENTRO SAVAGE REPLAT, AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 75, PAGE 32, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, A DISTANCE OF 375.00 FEET; THENCE DEPARTING SAID NORTHERLY LINES, S00°06'57"W, A DISTANCE OF 132.00 FEET TO A POINT ON A LINE 5.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF SAID BLOCK 11; THENCE N89°51'51"W, ALONG SAID LINE, A DISTANCE OF 375.19 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID BLOCK 11; THENCE N00°12'09"E, ALONG SAID WESTERLY LINE AND THE SOUTHERLY EXTENSION THEREOF OF SAID BLOCK 11, A DISTANCE OF 132.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 49,513 SQUARE FEET (1.137 ACRES), MORE OR LESS.

DEDICATION

THE UNDERSIGNED AS OWNER OF THE PLATTED LANDS, KNOWN AS TERRACES AT 87TH TOWNHOMES – PHASE II, MAKES THE FOLLOWING DEDICATIONS AND RESERVATIONS:

IT IS THE INTENT OF OWNER THAT ALL PRIVATE ROADS, INTERNAL SIDEWALKS AND UTILITIES, INCLUDING STORMWATER FACILITIES ARE SPECIFICALLY SET ASIDE FOR THE USE BY THE UNIT OWNERS AND THEIR OCCUPANTS AND IN NO WAY CONSTITUTES A DEDICATION TO THE GENERAL PUBLIC OR THE CITY OF ST. PETERSBURG FOR MAINTENANCE OR IMPROVEMENT OF SUCH PRIVATE ROADS, SIDEWALKS AND UTILITIES. ALL PRIVATE UTILITY EASEMENTS AND INFRASTRUCTURE CONSTRUCTED WITHIN PRIVATE PROPERTY SHALL BE THE RESPONSIBILITY OF THE OWNER, PROPERTY OWNER'S ASSOCIATION OR OTHER CUSTODIAL ENTITY PURSUANT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TERRACES AT 87TH TOWNHOMES RECORDED AT O.R. BOOK 22531, PAGE 2425, AS AMENDED BY AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TERRACES AT 87TH TOWNHOMES RECORDED IN OFFICIAL RECORDS BOOK 22590, PAGE 1561, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

OWNER HEREBY RESERVES PRIVATE EASEMENTS FOR ALL INFRASTRUCTURE CONSTRUCTED WITHIN PRIVATE PROPERTY, INCLUDING INTERNAL SIDEWALKS, UTILITY EASEMENTS AND STORMWATER EASEMENTS AS SHOWN HEREON FOR UTILITY AND DRAINAGE PURPOSES. SAID PRIVATE EASEMENT AREAS SHALL BE MAINTAINED BY THE OWNER, PROPERTY OWNERS' ASSOCIATION OR OTHER CUSTODIAL ENTITY. NO BUILDING OR OTHER STRUCTURE SHALL BE ERECTED, AND NO TREES OR SHRUBBERY SHALL BE PLACED ON ANY EASEMENT OTHER THAN FENCES, TREES, SHRUBBERY AND HEDGES OF A TYPE APPROVED BY THE CITY. ALL COST INVOLVING REPAIRING OF HARD SURFACES, REMOVAL AND REPLACEMENT OF FENCES, WALLS, TREES, SHRUBBERY, HEDGES OR ANY OTHER PRIVATE ENCROACHMENTS INTO PUBLIC EASEMENTS SHALL BE THE RESPONSIBILITY OF THE OWNER.

OWNER HEREBY GRANTS TO THE CITY OF ST. PETERSBURG A NON-EXCLUSIVE EASEMENT WITHIN THE FIVE-FOOT VACATED RIGHT-OF-WAY FOR STREET LIGHTING.

OWNER HEREBY GRANTS TO THE CITY OF ST. PETERSBURG A NON-EXCLUSIVE EASEMENT FOR INSTALLATION AND MAINTENANCE OF THE PUBLIC SIDEWALK AS SHOWN HEREON.

POTABLE WATER METER(S) IS/ARE OWNED AND MAINTAINED BY THE CITY OF ST. PETERSBURG AND NOT CONSIDERED A PRIVATE UTILITY.

A PRIVATE DRAINAGE EASEMENT FOR THE BENEFIT OF THE UNIT OWNERS WITHIN THE TERRACES AT 87TH TOWNHOMES – PHASE II SUBDIVISION (INCLUSIVE OF THE UNITS BETWEEN TRACT "B" AND 5TH STREET NORTH AND BETWEEN 87TH AVENUE N. AND THE 16 FOOT-WIDE EAST/WEST ALLEY) HAS BEEN RESERVED BY THE OWNER OF TERRACES AT 87TH TOWNHOMES – PHASE I OVER A PORTION OF TRACT "B" AS SET FORTH IN THE PLAT RECORDED AT PLAT BOOK 147, PAGES 46 THROUGH 47.

OWNER FURTHER RESERVES THE RIGHT TO GRANT ANY OTHER EASEMENTS AS MAY BE NECESSARY FOR THE BENEFIT OF THE UNIT OWNERS, INCLUDING AN EASEMENT FOR PARTY WALLS.

OWNER HEREBY RESERVES A PRIVATE ACCESS EASEMENT SOUTH OF THE 16 FOOT ALLEY AS SHOWN HEREON. SAID PRIVATE ACCESS EASEMENT AREAS SHALL BE MAINTAINED BY THE OWNER, PROPERTY OWNERS' ASSOCIATION OR OTHER CUSTODIAL ENTITY.

ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE 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. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

OWNER HEREBY GRANTS TO THE CITY OF ST. PETERSBURG AND PROVIDERS OF LAW ENFORCEMENT, FIRE EMERGENCY, EMERGENCY MEDICAL, MAIL, PACKAGE DELIVERY, SOLID WASTE/SANITATION, AND OTHER SIMILAR GOVERNMENTAL AND QUASI-GOVERNMENTAL SERVICES, A NON-EXCLUSIVE ACCESS EASEMENT OVER AND ACROSS THE PRIVATE ROADS CONSTRUCTED FOR INGRESS AND EGRESS FOR THE PERFORMANCE OF THEIR OFFICIAL DUTIES.

OWNER: TERRACES AT 87TH, LLC,
A FLORIDA LIMITED LIABILITY COMPANY

BY: _____
CHRISTIAN A. YEPES, ITS MANAGER

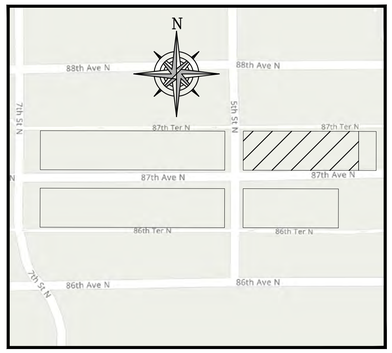
SIGNED AND DELIVERED IN THE PRESENCE OF:

_____
WITNESS

_____
PRINTED NAME

_____
WITNESS

_____
PRINTED NAME



LOCATION MAP
NOT TO SCALE

SURVEYOR'S NOTES

1. 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.
2. ALL ROADS, STREETS AND UTILITIES, INCLUDING STORMWATER FACILITIES DESIGNATED AS PRIVATE HEREON, ARE SPECIFICALLY SET ASIDE FOR THE USE BY THE PROPERTY OWNERS, WHO ARE MEMBERS OF THE ASSOCIATION, AND IN NO WAY CONSTITUTE A DEDICATION TO THE GENERAL PUBLIC OR THE CITY, IT BEING SPECIFICALLY UNDERSTOOD THAT NO OBLIGATION IS IMPOSED UPON THE CITY FOR MAINTENANCE OR IMPROVEMENT OF SUCH STREETS AND UTILITIES. MAINTENANCE OF THE DETENTION POND IS THE RESPONSIBILITY OF THE ASSOCIATION.
3. COMMON AREAS SHALL MEAN ALL PROPERTY (INCLUDING THE IMPROVEMENTS THEREON, NOW OR HEREAFTER) OWNED BY THE ASSOCIATION FOR COMMON USE AND ENJOYMENT OF THE LOT OWNERS.
4. 5 FOOT VACATION OF RIGHT-OF-WAY ALONG THE NORTH BOUNDARY OF 87TH AVENUE NORTH PER ORDINANCE NO. 1160-V RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF PINELLAS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____DAY OF _____, 2024, BY CHRISTIAN A. YEPES, AS MANAGER OF TERRACES AT 87TH, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, ☐ WHO IS PERSONALLY KNOWN TO ME OR ☐ WHO PRODUCED HIS/HER FLORIDA DRIVER'S LICENSE AS IDENTIFICATION.

MY COMMISSION EXPIRES: _____ COMMISSION NO. _____

_____ _____
SIGNATURE OF NOTARY PUBLIC PRINTED NAME OF NOTARY PUBLIC

CERTIFICATE OF MAYOR OF ST. PETERSBURG

APPROVED FOR THE CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA, THIS _____ DAY OF _____ A.D. 2024; PROVIDED THAT THE PLAT IS RECORDED IN THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, WITHIN SIX (6) MONTHS FORM THE DATE OF THIS APPROVAL.

_____
KENNETH T. WELCH
MAYOR

CERTIFICATE OF THE CITY COUNCIL

APPROVED FOR THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA, THIS _____ DAY OF_____A.D. 2024.

_____
COUNCIL CHAIR

CERTIFICATE OF APPROVAL OF COUNTY CLERK

STATE OF FLORIDA
COUNTY OF PINELLAS SS

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 THE STATE OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK _____ PAGES _____OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA THIS _____DAY OF _____, 2024.

_____
KEN BURKE, CLERK
PINELLAS COUNTY, FLORIDA

CERTIFICATE OF CONFORMITY

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH THE PLATTING REQUIREMENTS OF CHPATER 177, PART I OF THE FLORIDA STATUTES. THE GEOMETRIC DATA HAS NOT BEEN VERIFIED.

_____ _____
DATE TIMOTHY R. COLLINS
FLORIDA PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NUMBER 6882

CONFIRMATION OF ACCEPTANCE

TERRACES AT 87TH TOWNHOMES HOMEOWNERS ASSOCIATION, INC., A NOT FOR PROFIT CORPORATION, JOINS IN THE DEDICATION OF THIS PLAT.

BY: _____
CHRISTIAN A. YEPES, PRESIDENT

_____ _____
WITNESS WITNESS

_____ _____
PRINTED NAME PRINTED NAME

SURVEYOR'S CERTIFICATE

I, FREDERICK S. BACHMANN, MAKER OF THIS PLAT, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THIS PLAT AND THE SURVEY DATA HEREON COMPLY WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, OF FLORIDA STATUTES (F.S.); THAT THIS PLAT MEETS ALL MATERIAL IN COMPOSITION REQUIRED BY F.S. 177.091; THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED AND THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; AND THAT PERMANENT REFERENCE MONUMENTS (PRMs) WERE PLACED AS SHOWN HEREON, AS REQUIRED BY LAW, ON _____, THE LOT CORNERS AND PERMANENT CONTROL POINTS (PCPs) WILL BE SET AS REQUIRED BY LAW.

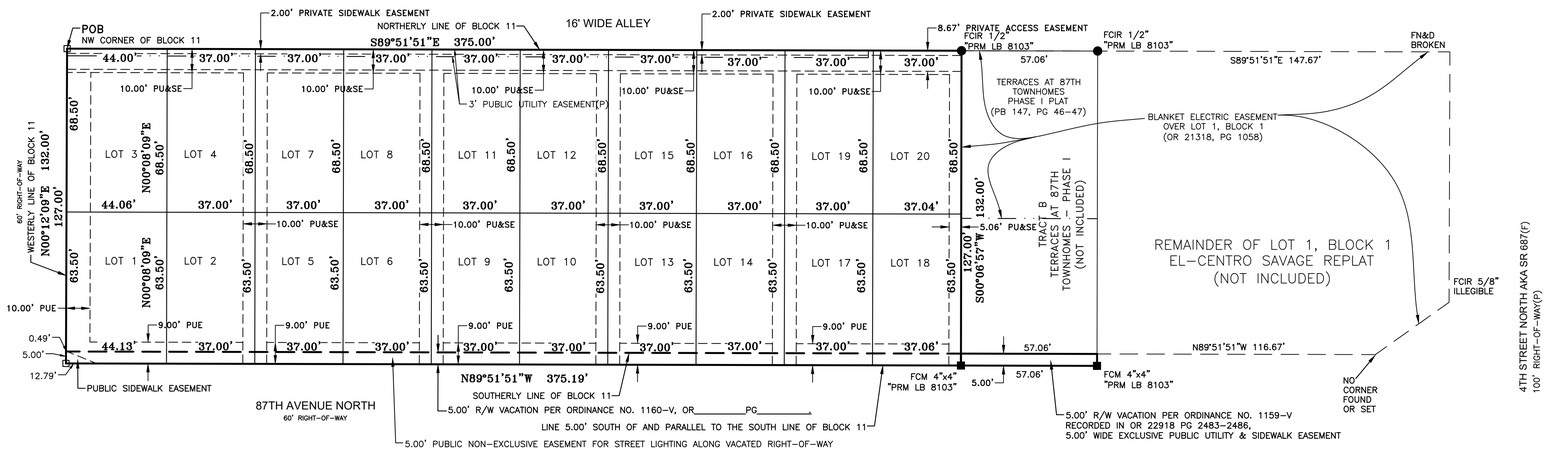
_____
FREDERICK S. BACHMANN, PLS DATE
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA LS 5174
TRANSYSTEMS CORPORATION CONSULTANTS
LB 8103
565 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764

TRANSYSTEMS
565 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
PHONE 727.822.4151
WWW.TRANSYSTEMS.COM
LICENSED BUSINESS NUMBER 8103

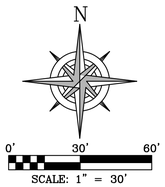
PROJECT NO.
2021-223

TERRACES AT 87TH TOWNHOMES - PHASE II

A REPLAT OF PORTIONS OF BLOCKS 11 OF BLOCKS 8, 9, 10, 11, 12, 13, 14, AND 15 OF EL CENTRO RECORDED IN PLAT BOOK 14, PAGE 37, AND EL-CENTRO SAVAGE REPLAT RECORDED IN PLAT BOOK 75, PAGE 32, LYING IN SECTION 19, TOWNSHIP 30 SOUTH, RANGE 17 EAST PINELLAS COUNTY, FLORIDA



BEARINGS ARE BASED ON THE NORTHERLY LINE OF BLOCK 11 OF BLOCKS 8-15 OF EL-CENTRO, AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 14, PAGE 37, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA BEING ASSUMED AS N89°51'51"W.



LEGEND

- □ = PERMANENT REFERENCE MONUMENT (PRM) SET 4"X4" CONCRETE - "PRM LB 8103" (SCM)
- ■ = FOUND CONCRETE MONUMENT (FCM)
- ● = FOUND IRON ROD (FIR)
- ○ = SET 1/2" CAPPED IRON ROD "LB 8103" (SCIR)
- ⊙ = SET MAG NAIL & DISK "PRM LB 8103" (SMD)
- ◉ = FOUND NAIL & DISK (FN&D)
- (C) = CALCULATED
- C# = CURVE - SEE CURVE TABLE
- ℄ = CENTERLINE
- CFD = C. FRED DEUEL AND ASSOCIATES, INC.
- CPB = CONDOMINIUM PLAT BOOK
- FMD = FOUND "MAG" NAIL AND DISK
- FN&D = FOUND NAIL AND DISK
- ⊙ = FOUND NAIL
- ID. = IDENTIFICATION
- (L) = INFORMATION PER LEGAL DESCRIPTION
- L# = LINE - SEE LINE TABLE
- LB = LICENSED BUSINESS
- OR = OFFICIAL RECORD BOOK
- (P) = PLAT BOOK 14, PAGE 37
- PB = PLAT BOOK
- PAU&SE = PRIVATE ACCESS, UTILITY AND STORMWATER EASEMENT
- PU&SE = PRIVATE UTILITY AND STORMWATER EASEMENT
- PUE = PRIVATE UTILITY EASEMENT
- PG = PAGE(S)
- PRM = PERMANENT REFERENCE MONUMENT
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- R/W = RIGHT-OF-WAY
- SCM = SET CONCRETE MONUMENT
- FCM = FOUND CONCRETE MONUMENT
- SMD = SET MAG NAIL & DISK

TRANSYSTEMS

565 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
PHONE 727.822.4151
WWW.TRANSYSTEMS.COM
LICENSED BUSINESS NUMBER 8103

PROJECT NO.
2021-223

MEMORANDUM

CITY OF ST. PETERSBURG, FLORIDA

ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT

TO: Scot Bolyard, Deputy Zoning Official Manager

FROM: Kyle Hurin, ECID Plans Review Supervisor

DATE: December 31st, 2024

SUBJECT: Terraces at 87th Townhomes – (Phase 2)

FILE: 24-20000002 (Final Plat Round 2)

LOCATION: 429 87th Ave N

AND PIN: 19-30-17-25434-011-0010

ATLAS: F-46

REQUEST: Terraces at 87th Townhomes - Phase 2 Final Plat

RELATED CASES: Building Permit(s): 23-05001391 (SITE)
Right of Way Permit(s): 23-1411-D-1116
23-030-G

The Engineering and Capital Improvements Department (ECID) has no objection to the proposed final plat provided the following special conditions and standard comments are added as conditions of approval:

Disclaimer, standards subject to change. The comments provided are based on current design standards and are subject to change based on statutory requirements and updates.

Disclaimer, Permit coordination. For consistency of permits and work associated with the project, coordinate with ECID Right-of-way (ROW) staff for any impacts in the City Right of Way prior to issuance of building construction permit. Email ECID ROW staff at: ROW_permitting@stpete.org. A ROW work permit issued by ECID must be obtained prior to the commencement of any work within City controlled right-of-way or public easement. All work within right-of-way or public easement shall be installed at the applicant's expense and in accordance with the standards, specifications, and policies adopted by the City.

SPECIAL CONDITIONS OF APPROVAL:

1. It is acknowledged that some of the following items may have already been addressed or will be addressed with the submittal of the associated site construction permit application 23-05001391 but remain listed below as documentation since the site plan, vacation and plat are being processed concurrently with construction. ECID conditions of DRC approval will be verified prior to Engineering departmental release of the project Certificate of Occupancy.

2. The conditions of the ECID memo for the partial right of way vacation 23-33000012 must be met prior to final plat approval.

3. Sanitary sewer- The applicant and their design team have met with city staff to discuss the right of way vacation submitted under 23-33000012 and the option to relocate the sanitary sewer main within 87th Avenue North in lieu of dedication public utility easement as the easement would conflict with intended private property usages. The sanitary sewer main adjustment would need to be completed and approved prior to final plat approval or public utility easement would need to be dedicated along the southern property boundary; public utility easement would prohibit the installation of the private water lines currently depicted on the building plans.

4. Stormwater concerns-
    a. The development proposes to fill the existing drawing swale adjacent to the northern property boundary; historical drainage patterns must be maintained, and runoff must be conveyed to the public stormwater system.
    b. All stormwater piping within drivable areas of the public right of way is required to be RCP.

STANDARD CONDITIONS OF APPROVAL:

1. Please assure that the developer's design professional(s) coordinate with Duke Energy regarding any landscaping proposed under Duke's overhead transmission or distribution systems and prior to proceeding with further development of this site plan to assure that the design has provided adequate space for any Duke Energy equipment which may be required to be placed within the private property boundary to accommodate the building power needs. Early coordination is necessary to avoid additional expense and project delays which may occur if plans must be changed later in the building/site design stage as necessary to accommodate power systems on and off site. Please initiate contact via email to newconstruction@duke-energy.com .

2. Water service is available to the site. The applicant shall provide necessary water service to each lot of record at their sole expense. The applicant's Engineer shall coordinate potable water, reclaimed water, and/or fire service requirements through the City's Water Resources department. Coordinate a review via email to WRDUtilityReview@stpete.org . City forces shall install all public water service meters, backflow prevention devices, and/or fire services at the expense of the developer.

3. Recent fire flow test data shall be utilized by the site Engineer of Record for design of fire protection system(s) for this development. Any necessary system upgrades or extensions shall be performed at the expense of the developer. All portions of a private fire suppression system shall remain within the private property boundaries and shall not be located within the public right of way (i.e., post indicator valves, fire department connections, etc.).

4. Water and fire services and/or necessary backflow prevention devices shall be installed below ground in vaults per City Ordinance 1009-g (unless determined to be a high hazard application by the City's Water Resources department or a variance is granted by the City Water Resources department). Note that the City's Water Resources Department will require an exclusive easement for any meter or backflow device placed within private property boundaries.

5. The applicant is required to provide an individual 6" sanitary sewer service lateral and individual clean out for each proposed lot. When two or more service laterals connect into a common pipe, the main must be no less than 8" PVC. New main construction will require a Wastewater Collection system permit from FDEP. The applicants EOR must provide design plan and profile for necessary sanitary sewer construction during the site plan permitting process for ECID review and approval. All construction shall meet current City ECID standards and specifications. An ECID right of way permit is required for all construction in the public right of way or within public utility easement and for connection to the public sanitary sewer or storm sewer. An FDEP Wastewater Collection System Permit is required for any main extension.

6. Wastewater reclamation plant and pipe system capacity will be verified prior to development permit issuance. Any necessary sanitary sewer pipe system upgrades or extensions (resulting from proposed new service or significant increase in projected flow) as required to provide connection to a public main of adequate capacity and condition, shall be performed by and at the sole expense of the applicant. Proposed design flows (ADF) must be provided by the Engineer of Record on the wastewater Concurrency Form (ECID Form Permit 005), available upon request from the City Engineering department, phone 727-893-7238. If an increase in flow of over 3000 gpd is proposed, the ADF information will be forwarded for a system analysis of public main sizes 10 inches and larger proposed to be used for connection. The project engineer of record must provide and include with the project plan submittal 1) a completed wastewater Concurrency Form, and 2) a capacity analysis of public mains less than 10 inches in size which are proposed to be used for connection. If the condition or capacity of the existing public main is found insufficient, the main must be upgraded to the nearest downstream manhole of adequate capacity and condition, by and at the sole expense of the developer. The extent or need for system improvements cannot be determined until proposed design flows and sanitary sewer connection plan are provided to the city for system analysis of main sizes 10" and larger. Connection charges are applicable and any necessary system upgrades or extensions shall meet current City Engineering Standards and Specifications and shall be performed by and at the sole expense of the developer.

7. All infrastructure constructed within private property shall be owned and maintained by the private property owners with maintenance responsibility documented in a Homeowner's Association Agreement binding upon all property owners current and future. The final plat shall dedicate Private Easement over all shared infrastructure within the plat boundary as currently shown. Include applicable dedication language on the final plat.

8. No building or other structure shall be erected, and no trees or shrubbery shall be planted on any easement other than fences, trees, shrubbery and hedges of a type approved by the City. All costs involving repairing of hard surfaces, removal and replacement of fences, walls, trees, shrubbery, hedges or any other private encroachments into public easements shall be the responsibility of the property owner. A Minor Easement Permit approval per City Code Article VII shall be required prior to any future proposed encroachment into public easements. Minor Easement Permits are issued by the City's ECID.

9. The scope of this project triggers compliance with the Drainage and Surface Water Management Regulations as found in City Code Section 16.40.030. Submit drainage calculations which conform to the water quantity and the water quality requirements of City Code Section 16.40.030. Please note the volume of runoff to be treated shall include all off-site and on-site areas draining to and co-mingling with the runoff from that portion of the site which is redeveloped. Stormwater runoff release and retention shall be calculated using the Rational formula and a 10-year 1-hour design storm.

   Stormwater systems which discharge directly or indirectly into impaired waters must provide net improvement for the pollutants that contribute to the water body's impairment. The BMPTrains model shall be used to verify compliance with Impaired Water Body and TMDL criteria. Prior to approval of a plan, the owner's engineer of record shall verify that existing public infrastructure has sufficient capacity or will have sufficient capacity prior to issuance of a certificate of occupancy, to convey the drainage flow after considering the current and proposed infrastructure demand.

10. Per land development code 16.40.140.4.6 (9), habitable floor elevations for commercial projects must be set per building code requirements, per City Floodplain Management regulations at the time of construction, and per current FEMA regulations. The construction site upon the lot shall be a minimum of one foot above the average grade crown of the road, which crown elevation shall be as set by the engineering director. Adequate swales shall be provided on the lot in any case where filling obstructs the natural ground flow. In no case shall the elevation of the portion of the site where the building is located be less than an elevation of 103 feet according to City datum. *It is noted that meeting required building floor elevations often necessitates elevating existing public sidewalks. Please note that transitions to adjacent public sidewalks shall be smooth, consistent, and ADA compliant with maximum cross slope of 2% and maximum longitudinal slope of 5%. Ramps may only be used at driveways and intersections, not mid-block in the main sidewalk path.

11. Public sidewalks are required by City of St. Petersburg Municipal Code Section 16.40.140.4.2 unless specifically limited by the DRC approval conditions.

    Existing sidewalks and new sidewalks will require curb cut ramps for physically handicapped and truncated dome tactile surfaces (of contrasting color to the adjacent sidewalk, colonial red color preferred) at all corners or intersections with roadways that are not at sidewalk grade and at each side of proposed and existing driveways per current City and ADA requirements. Concrete sidewalks must be continuous through all driveway approaches. All existing public sidewalks must be restored or reconstructed as necessary to be brought up to good and safe ADA compliant condition prior to Certificate of Occupancy.

12. All abandoned driveway aprons and walkway/sidewalks are to be removed. Existing abandoned driveway approaches or drop curbs shall be restored to a standard raised curb. Curb material to match existing adjacent curb type.

13. Redevelopment within this site shall be coordinated as may be necessary to facilitate any City Capital Improvement projects in the vicinity of this site which occur during the time of construction.

14. A work permit issued by the City Engineering & Capital Improvements Department must be obtained prior to the commencement of construction within City controlled right-of-way or public

easement. All work within right of way or public utility easement shall be in compliance with current City Engineering Standards and Specifications and shall be installed at the applicant's expense in accordance with the standards, specifications, and policies adopted by the City.

Engineering Standard Details (S10, S20, S30, S40, S50, S60, S70) are available at the City's Website at the following link: https://www.stpete.org/business/building_permitting/forms_applications.php

City infrastructure maps are available via email request to ECID@stpete.org. All City infrastructure adjacent to and within the site must be shown on the development project's construction plans.

15. The site-specific Temporary Traffic Control (TTC) plan in compliance with FDOT "Uniform Traffic Control Devices for Streets and Highways" and "Roadways and Traffic Design Standards" for submittal to City ECID for approval prior to initiating construction. All Traffic Control Plans shall meet the requirements of the FDOT Standard Plans Index 102-600 – 102-655 and be prepared by or certified by an individual that possesses a current Advanced MOT Course certification. The site specific TTC plan shall provide for pedestrian and vehicular safety during the construction process and shall minimize the use of the public right of way for construction purposes. Roadway travel lane closures are discouraged and will be approved at the discretion of the City's Engineering director pending receipt of adequate justification. Impacts to the Pinellas Trail and bicycle lanes are discouraged and will require approval of a detour plan by City Transportation and City ECID. The TTC plan shall be prepared in compliance with City Engineering's "Temporary Traffic Control Plan Requirements", available upon request from the City Engineering & Capital Improvements department. Proposed use of on-street public parking spaces for construction purposes must receive prior approval from the City's Transportation and Parking Management division. Refer to the City's "Parking Meter Removal & Space Rental Policy During Construction" procedure, available upon request from the City Transportation and Parking Management department.

    *Use of the public right of way for construction purposes shall include mill and overlay in full lane widths per City ECID standards and specifications.

16. Development plans shall include a copy of a Southwest Florida Water Management District Management of Surface Water Permit or Letter of Exemption or evidence of Engineer's Self Certification to FDEP.

17. It is the developer's responsibility to file a CGP Notice of Intent (NOI) (DEP form 62- 21.300(4)(b)) to the NPDES Stormwater Notices Center to obtain permit coverage if applicable.

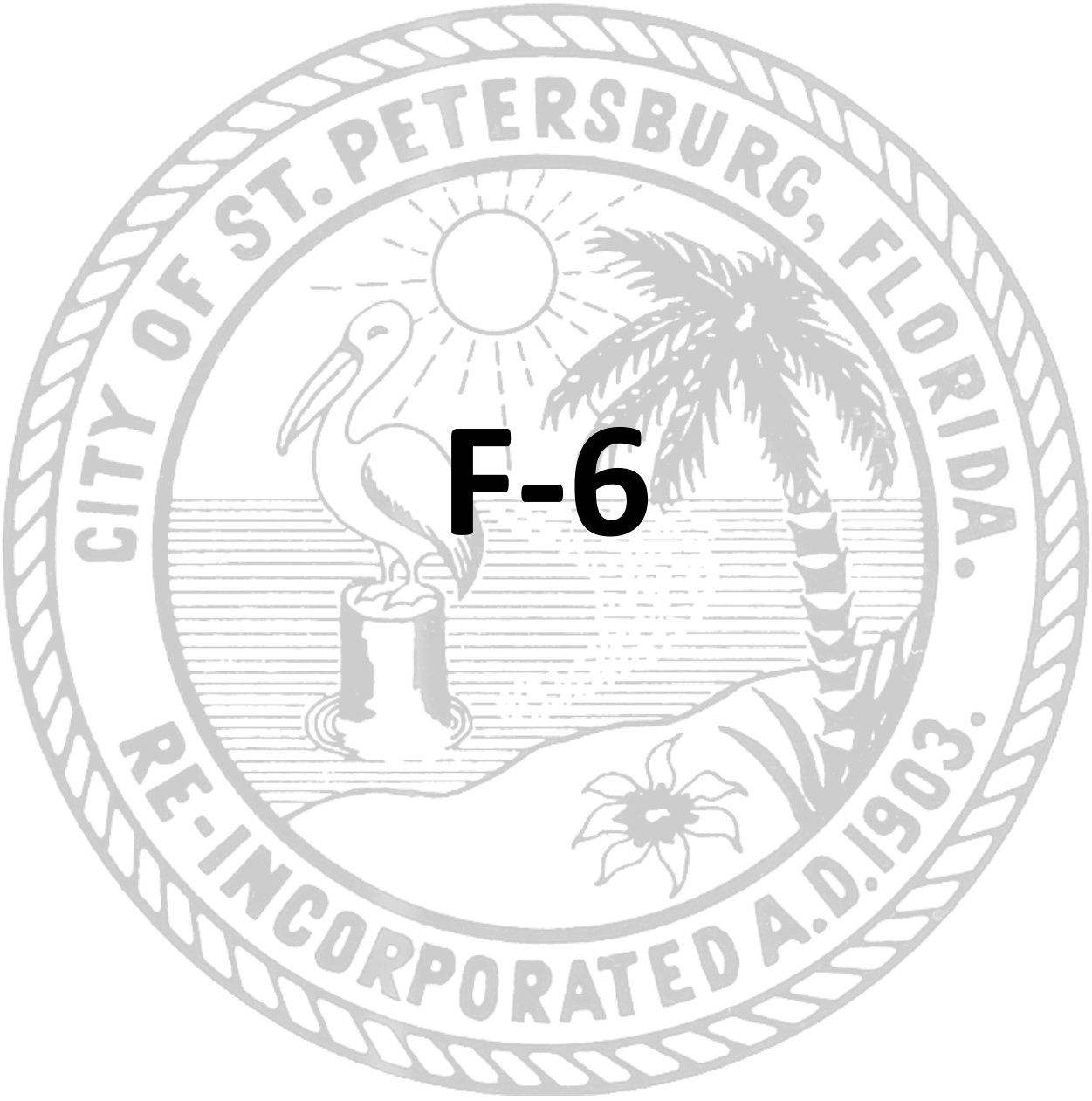
18. Submit a completed Stormwater Management Utility Data Form to the City Engineering Department.

19. The applicant will be required to submit to the Engineering Department copies of all permits from other regulatory agencies including but not limited to FDOT, FDEP, SWFWMD and Pinellas County, as required for this project. Plans specifications are subject to approval by the Florida state board of Health.

KJH/akp

ec: WRD
Kayla Eger – Development Review Services

The following page(s) contain the backup material for Agenda Item: Advanced Air Mobility Task Force Update
Please scroll down to view the backup material.



F-6

The following page(s) contain the backup material for Agenda Item: Respectfully requesting a referral to the Housing, Land Use & Transportation Committee to provide an annual update on Housing Opportunities for All. (Council Member Floyd - Staff Request)
Please scroll down to view the backup material.



G-1

CITY COUNCIL AGENDA
NEW BUSINESS ITEM

TO: Members of City Council

DATE: February 7, 2025

COUNCIL DATE: February 20, 2025

RE: Referral to HLUT for a Housing Opportunities for All Annual Update (Staff Request)

ACTION DESIRED:

Respectfully requesting a referral to the Housing, Land Use & Transportation Committee to provide an annual update on Housing Opportunities for All.

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

Richie Floyd
Council Member, District 8

The following page(s) contain the backup material for Agenda Item: February 13, 2025 Public Services and Infrastructure Committee - Action Item
Please scroll down to view the backup material.



H-1

COUNCIL COMMITTEE REPORT
ACTION ITEM

TO:	Members of City Council
DATE:	February 13, 2025
COUNCIL DATE:	February 20, 2025
RE:	February 13, 2025 Public Services & Infrastructure Committee Action Item – Resolution Supporting the Repeal of the Preemption of Construction Crane Regulation in Florida Statutes

ACTION DESIRED:

Respectfully requesting City Council approval of a resolution supporting the repeal of the preemption of construction crane regulation in Florida Statutes.[1]

ATTACHED:

Proposed Resolution

Vice-Chair Lisset Hanewicz
Chair, Public Services & Infrastructure Committee

[1] F.S. Section 489.113

RESOLUTION NO. - _____

A RESOLUTION OF THE ST. PETERSBURG CITY COUNCIL SUPPORTING PROPOSED LEGISLATION REPEALING THE CURRENT LAW PREEMPTING LOCAL GOVERNMENTS FROM REGULATING CRANE SAFETY TO ALLOW FOR LOCAL PUBLIC SAFETY MEASURES TO BE TAKEN ON MATTERS NOT PREEMPTED TO THE FEDERAL GOVERNMENT, SUCH AS HURRICANE PREPAREDNESS, AND URGING OTHER STATE ACTION TO ADDRESS CRANE SAFETY; INSTRUCTING THE CITY CLERK TO TRANSMIT THIS RESOLUTION TO CERTAIN PERSONS AND ENTITIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 9, 2024, Category 3 Hurricane Milton ("Milton") made landfall near Siesta Key, Florida with winds of 120 miles per hour; and

WHEREAS, Milton's northern eyewall spent multiple hours over St. Petersburg, resulting in sustained winds over 100 miles per hour; and

WHEREAS, due to the extreme winds associated with Milton, a tower crane structure failed in downtown St. Petersburg and collapsed off of a high-rise building being constructed and caused extensive property damage to the City of St. Petersburg's ("City") right-of-way ("ROW"), including First Avenue South and the Pinellas Trail, and a private commercial building with multiple tenants across the street from the construction site; and

WHEREAS, St. Petersburg is not the only jurisdiction in Florida to experience a crane failure due to extreme wind events, with crane failures previously occurring in Miami-Dade and Broward counties; and

WHEREAS, efforts to regulate crane safety at the local level were undertaken by Miami-Dade in 2008 by ordinance ("Miami-Dade Ordinance"), which was then challenged in federal court; and

WHEREAS, the Miami-Dade Ordinance was enjoined in part due to broad federal preemption of on-site workplace safety regulation to the Occupational Safety and Health Administration ("OSHA"); and

WHEREAS, the federal court, however, left in place certain provisions of the Miami-Dade Ordinance related to hurricane preparedness; and

WHEREAS, during its 2012 regular session the Florida Legislature enacted Section 489.113(11), Florida Statutes, which expressly preempted local governments from regulating the

entire field of hoisting equipment, including construction cranes, with specific language inserted in the preemption related to hurricane preparedness; and

WHEREAS, the City recognizes that although there are sound rationales for the preemption of regulation of hoisting equipment to the State of Florida, including regulatory consistency for the development community, opportunities remain to protect the public health, safety and welfare of Floridians in fast-growing urban areas through either state or local actions, especially in light of Florida's consistent extreme wind events associated with tropical weather; and

WHEREAS, SB 346 and its identical companion bill HB 6009 ("Crane Bills") have been filed in the Florida Legislature for consideration in the upcoming 2025 regular session, which would repeal Section 489.113(11), Florida Statutes in its entirety, thereby eliminating the preemption upon its enactment; and

WHEREAS, the City has no desire to regulate on-site crane safety matters related to worker safety, which is already covered by OSHA and the federal government; and

WHEREAS, in recognition of the ongoing need to protect the public health, safety and welfare of its citizens in private structures, City ROW, and other public spaces adjacent to or near hoisting equipment (including construction cranes), the City desires the Florida Legislature to take action to ensure that this need is addressed either at the state level, by, for example authorizing a Technical Advisory Committee to develop a code amendment in conjunction with the Florida Building Commission to address hurricane preparedness for hoisting equipment in the Florida Building Code, or through passage of the Crane Bills to allow local governments to take appropriate public safety measures as part of their hurricane preparedness protocols.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that City Council urges the Florida Legislature to support the development of a code amendment to address hurricane preparedness for hoisting equipment in the Florida Building Code, and to support SB 346 and HB 6009, which would repeal the current law preempting local governments from regulating crane safety to allow for local public safety measures to be taken on matters not preempted the federal government, such as hurricane preparedness.

BE IT FURTHER RESOLVED that this Council hereby instructs the City Clerk to transmit a copy of this Resolution to the Senate President, the House Speaker and the Pinellas County Delegation.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

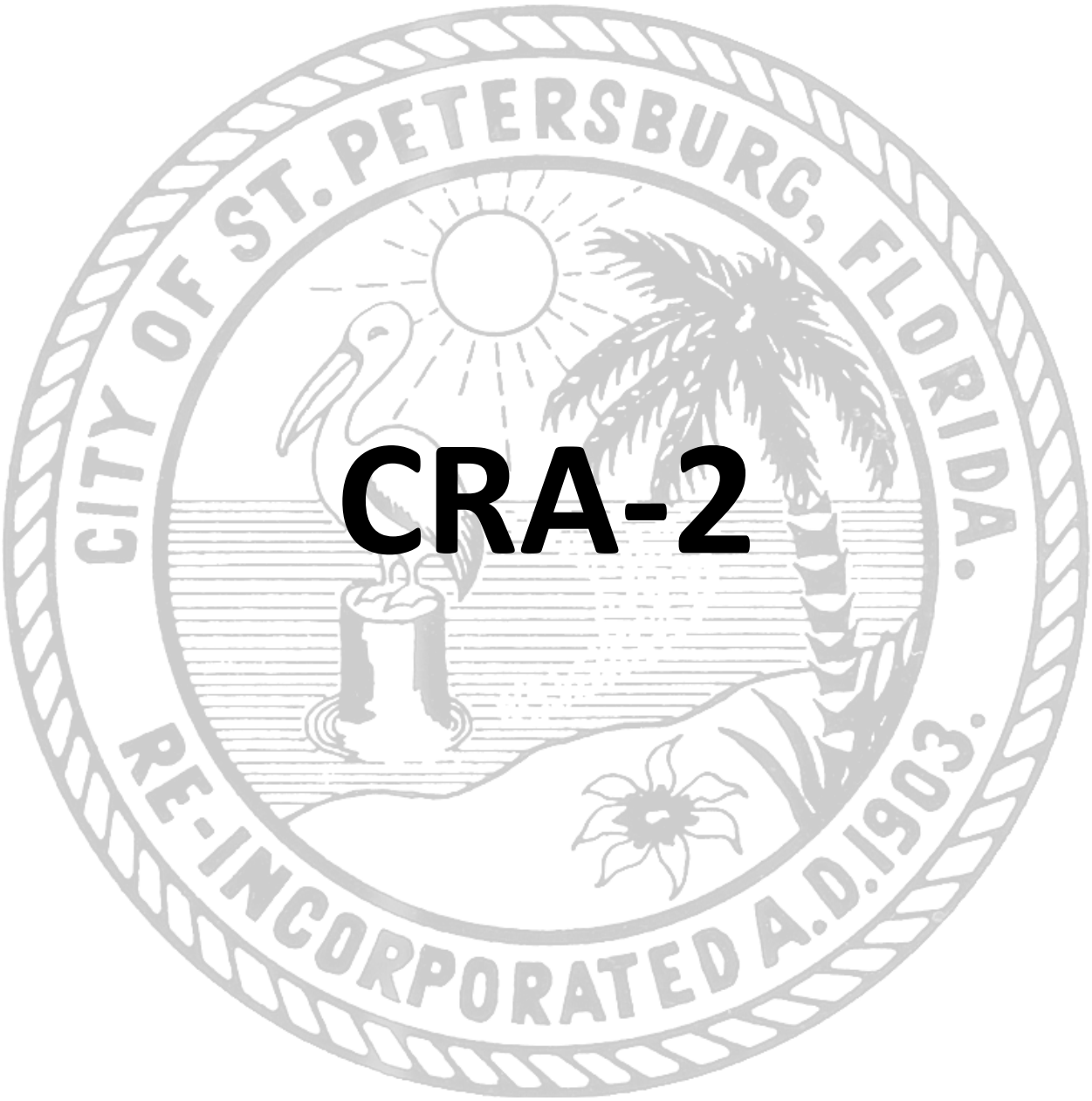
/s/: Michael J. Dema
00792920

~~The following page(s) contain the backup material for Agenda Item: An attorney-client session, pursuant to Florida Statute 286.011(8), in conjunction with the lawsuit styled Heriberto A. Sanchez-Mayen v. City of St. Petersburg, Officer Michael Thacker and Officer Sarah Gaddis, Case No: 8:24-cv-00690-WFJ-TGW.~~ [DELETED]
Please scroll down to view the backup material.



I-1

The following page(s) contain the backup material for Agenda Item: A Resolution of the City of St. Petersburg Community Redevelopment Agency (CRA) finding the proposed plan to construct a 21-story mixed-use building with 2,250 square feet of commercial space, 213-dwelling units and a 230-space parking garage generally located at 446 4th Street South consistent with the Intown Redevelopment Plan and providing an effective date (City File 25-1A)
Please scroll down to view the backup material.



CRA-2

Community Redevelopment Agency
Meeting of February 20, 2025
CRA Case File: IRP 25-1A

REQUEST

Review of the proposed plan to construct a 21-story mixed-use building with 2,250 square feet of commercial space, 213-dwelling units and a 230-space parking garage for consistency with the Intown Redevelopment Plan (IRP). The subject property is generally located at 446 4th Street South.

APPLICANT INFORMATION

Owner/Applicant: Malti Realty LLC
1536 Park Street North
St. Petersburg, FL 33710

Representatives: Trenam Law
200 Central Avenue, Suite 1600
St. Petersburg, FL 33701

OVERVIEW OF PROJECT

The subject property is generally located at 446 4th Street South. The property is currently developed with a one-story, 4,984 square foot office building and surface parking lot. The applicant is proposing to demolish the building and construct a 21-story mixed-use building with 2,250 square feet of commercial space, 213-dwelling units and 230-space parking garage. The project's construction cost is valued at $67 million.

Background

The subject property is located within the Intown Redevelopment Area. The Redevelopment Plan (IRP) was adopted in March of 1982 to address blight and slum conditions, consistent with Section 163.362 FS. The IRP provides mechanisms and programs for coordinating and facilitating public and private improvements to encourage revitalization. The IRP covers over 309 acres, excluding rights-of-way.

The Community Redevelopment Agency was established to implement the IRP. To achieve the goals of the redevelopment plan and to combat slum and blight the CRA is tasked with the following: acquisition of property, demolition, rehabilitation, relocation of effected occupants, construction of public improvements, sale of property, administration, establishing design guidelines and management of property.

The objectives of the IRP include encouraging and reinforcing development, the development of integrated transportation systems and to ensure (re)development reinforces and maintains historic, cultural and aesthetic integrity.

Proposal
The proposed mixed-use building will be 21-stories (245-feet tall measured from grade) and will occupy a majority of the property. There are two existing curb-cuts, with one of the curb-cuts located along 4th Steet South and the second along 5th Avenue South. The existing curb-cut along 4th Street South will be removed and the existing curb cut along 5th Avenue South will be relocated.

The ground floor of the mixed-use building will consist of commercial space, residential lobby, a loading area, trash room, back-of-house facilities, parking and garage access. Floors two through six will be devoted to parking. Residential linear units will be on floors three through six. The seventh floor will have an outdoor terrace and amenity area, and residential units. Floors 8 through 20 will consist of residential units. The 21st floor will have an outdoor terrace, amenity space and pool. Pedestrian access to the ground floor commercial space will be along 4th Street South. Pedestrian access to the residential lobby will be from both 4th Street South and 5th Avenue South. Vehicular ingress and egress to the parking garage will be from 5th Avenue South and the existing east-west alley.

The style of the building is contemporary. As described by the applicant's architect, the tower will be a multi-family high-rise in a contemporary expression of urban architecture. The building is designed to seamlessly integrate form, function, and community engagement, its massing is thoughtfully composed, with a strong podium base. The podium is articulated with the concept of beams of light-directional rays that travel upward, connecting the vibrant urban ground floor activity to the sky above. The sleek façade, defined by a rhythmic interplay of glass window walls and framed vertical elements, accentuates the building's verticality while maintaining modern, geometric clarity.

The Airport Height Limit is 158-feet Above Mean Sea Level (AMSL). The proposed building height will exceed 245-feet AMSL. The height that is being requested by the applicant will be required to be approved by the F.A.A. and obtain an Airport obstruction permit.

CONSISTENCY WITH INTOWN REDEVELOPMENT PLAN
The IRP requires the Community Redevelopment Agency (CRA) to evaluate a development proposal to ensure its proposed use and design are consistent with the Plan. The applicant has provided a narrative addressing the consistency with the Intown plans. Staff has reviewed the project narrative and concurs with the applicant.

Plan Emphasis
Part of the implementation is developing an overall land use emphasis in order to achieve the concentration and form of development desired. Within the redevelopment area there are four focus areas for new development: The Core, Webb's City, the Stadium Complex and surrounding residential areas. The proposed development is located within the "Residential" area of the Intown redevelopment area. The residential area of the IRP is intended to help implement the 24-hour work and live environment, which is an important component of the plan.

The objectives of the IRP include encouraging and reinforcing development, the development of integrated transportation systems and to ensure (re)development reinforces and maintains historic, cultural and aesthetic integrity.

Analysis
The IRP includes design and development guidelines to ensure compatibility between the types of developments that are desired in the downtown and how such developments relate to the environment and each other. The proposed project was reviewed by staff and found to be consistent with the following:

- *Compliance with the land development code.*
- *Developers shall submit projects to the CRA for review.*
- *Parking structures should provide decorative facades through building materials along each parking level and shall contain street level retail, office, cultural or recreational uses.*
- *Development should provide design elements (trees, canopies, street furniture, entryways) to building in scale with human dimensions.*
- *Development shall provide appropriate architectural variety to the area.*
- *Ground floor of the building shall contain uses as permitted by the land development code.*
- *Open space be directly linked to the pedestrian system.*
- *Open space relates to activities and buildings in the block.*
- *Infill development should create a sense of place and identify by relating to old and new architecture, by interrelated open space.*
- *All new development shall relate in building scale and mass with the surrounding areas.*
- *Development shall be consistent with the permitted uses in the downtown zoning district.*
- *Development intensity and uses shall be governed by the underlying zoning district.*

With respect to compliance with the Land Development Code, the subject property is located in the DC-2. A mixed-use development with a maximum floor area ratio of 7.0 is permitted. The proposed development has a proposed FAR of 7.0. Staff determined that the proposed development is in compliance with the zoning district standards and therefore the redevelopment is consistent with the IRP.

The proposed redevelopment will fit in with both older and newer developments in the IRP. The building will be urban in scale, with pedestrian oriented features, including ground level commercial space, lobby entrances, screening of parking garage, floor to ceiling storefront windows and ample fenestration. Site improvements will include 10-foot-wide sidewalks, street trees and landscaping, bicycle parking and a new drainage system. The pedestrian improvements will contribute to a pleasurable walking experience by providing wide, shaded sidewalks.

The existing downtown development pattern contains a variety of building types, styles, heights, masses, setbacks and orientations. The building form and the relationship of the building are consistent with other development projects in the IRP. Other high rise multi-story developments within the immediate area and the IRP include: Sage, a 13-story building (158-feet tall measured from grade), located at 400 4th Avenue South, Valor Capital site, approved for a 25-story building (325-feet tall measured from grade) located at 344 4th Street South, Camden Pier, an 18-story building (200-feet tall measured from grade), located at 330 3rd Street South and the Innovation District, which is located outside of the IRP, includes John Hopkins All Children's Hospital, Orlando Health Bayfront Hospital and USF St Pete that is located to the south, south-east, and south-west of the subject property.

SUMMARY AND RECOMMENDATION

Staff recommends approval of the attached resolution finding the proposed plan to construct a 21-story mixed-use building with 2,250 square feet of commercial space, 213-dwelling units and 230-space parking garage consistent with the Intown Redevelopment Plan as reflected in report IRP 25-1A based on preliminary plans submitted for review subject to the following conditions:

This recommendation is subject to the following conditions:

1. FAR and height bonus approval is subject to Site Plan approval by the Development Review Commission;
2. Final building plans must be reviewed and approved by CRA staff; and
3. Applicant must comply with any conditions of approval required by Development Review Commission or Development Review Services staff.
4. Applicant must obtain an Airport obstruction permit from the city.

Attachments: Resolution, Project Location Map, Applicant's Narrative, Site and Landscape Plans, Elevations and Architectural Renderings.

CRA RESOLUTION NO.

RESOLUTION OF THE ST. PETERSBURG COMMUNITY REDEVELOPMENT AGENCY (CRA) FINDING THE PROPOSED PLAN TO CONSTRUCT A 21-STORY MIXED-USE BUILDING WITH 2,250 SQUARE FEET OF COMMERCIAL SPACE, 213-DWELLING UNITS AND A 230-SPACE PARKING GARAGE GENERALLY LOCATED AT 446 4TH STREET SOUTH CONSISTENT WITH THE INTOWN REDEVELOPMENT PLAN AND PROVIDING AN EFFECTIVE DATE (CITY FILE IRP 25-1A).

WHEREAS, the Community Redevelopment Agency of the City Council of the City of St. Petersburg has adopted the Intown Redevelopment Plan and established development review procedures for projects constructed within designated redevelopment areas;

WHEREAS, the Community Redevelopment Agency has reviewed the plans to construct a 21-story mixed-use building with 2,250 square feet of commercial space, 213-dwelling units and a 230-space parking garage as described and reviewed in CRA Review Report No. IRP 25-1A; and

BE IT RESOLVED that the Community Redevelopment Agency of the City of St. Petersburg, Florida, finds the 21-story mixed-use building with 2,250 square feet of commercial space, 213-dwelling units and a 230-space parking garage consistent with the Intown Redevelopment Plan, with the following conditions:

1. FAR bonus approval is subject to Site Plan approval by the Development Review Commission;
2. Final building plans must be reviewed and approved by CRA staff; and
3. Applicant must comply with any conditions of approval required by Development Review Commission or Development Review Services staff.
4. Applicant must obtain an Airport obstruction permit from the city.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT

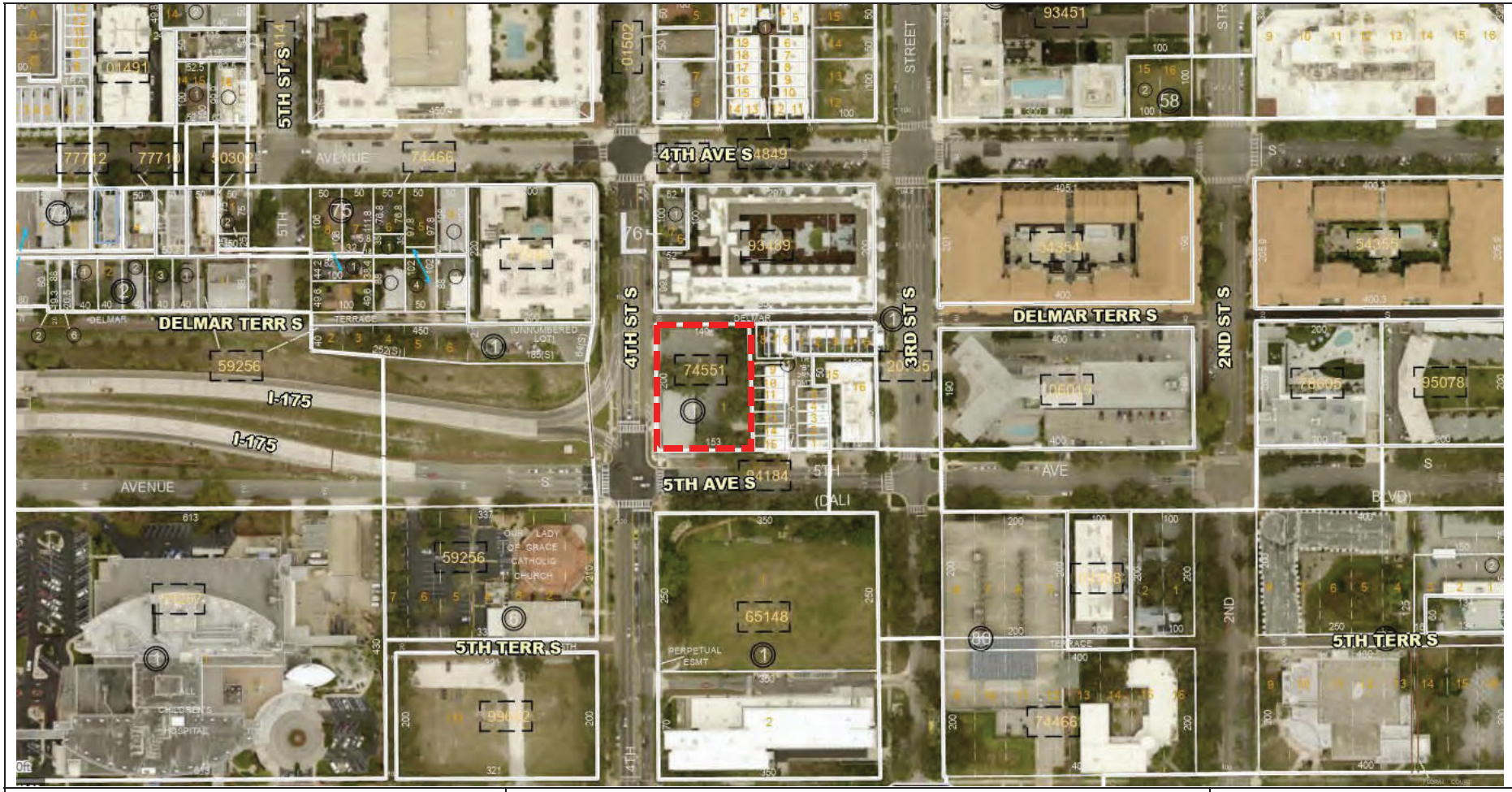
Michael J Dema
City Attorney (designee)

Elizabeth Abernethy
Elizabeth Abernethy, AICP Director
Planning & Development Services Department

EXHIBIT A

Site Data

Location	446 4th Street South 19/31/17/74551/001/0010
Redevelopment Area	Intown Redevelopment Area
Zoning District	DC-2
Existing Land Use	Office and surface parking lot
Proposed Uses	A 21-story mixed-use building with 2,250 square feet of commercial space, 213-dwelling units and 230-space parking garage.
Site Area	30,200 sq. ft or 0.69 acres
Proposed FAR	7.0 FAR
Existing FAR	0.17 FAR
Permitted FAR	7.0 FAR
Number of Residential Units	213
Existing Parking	16 spaces
Proposed Parking	230 spaces



st.petersburg
www.stpete.org

PROJECT LOCATION MAP

Address:
446 4th Street South
City of St. Petersburg, Florida
Planning & Development Services Department

N↑
(nts)

NARRATIVE IN SUPPORT OF COMMUNITY REDEVELOPMENT AGENCY APPLICATION FOR DEVELOPMENT PROPOSAL

Stadler Development LLC (the "Developer") is the contract purchaser of the property located at 446 4th St. S. (the "Property"). The Property is zoned DC-2, which permits various residential and commercial uses by right, with a maximum 7.0 FAR and the Property has no maximum height.

The Property is currently a vacant office and surface parking lot. The Developer proposes to redevelop it with a 21-story building containing 213 dwelling units, 2,250 sf of commercial space and a 230-space parking garage (the "Project").

The Developer is requesting approval of the Project by the Community Redevelopment Agency (CRA).

Discussion of Standards of Review for Development Proposals in the Intown Redevelopment Area and Intown West Redevelopment Area

(Sec. 16.06.010.1 of the City of St. Petersburg Land Development Code ("Code")

1. *The development proposal is consistent with the duly adopted underlying redevelopment plan;*

   The Intown Redevelopment Plan (IRP) requires that the CRA evaluate a development proposal to ensure its proposed use and design are consistent with the IRP.

   The zoning for the site is DC-2, which allows for some of the most intense development in the City:

   > This district provides for intense residential development that still allows for a mixture of uses that enhance and support the core and surrounding neighborhoods, including the domed stadium. The district also allows support retail and office uses which assist the residents with the daily needs of living within this highly urbanized neighborhood. The district establishes performance standards and design guidelines appropriate to urban form residential buildings.

   The DC-2 district permits multi-family dwellings and commercial uses with a maximum 7.0 FAR and the Property has no maximum height. The Developer proposes a mixed-use project with 213 dwelling units, 2,250 sf of commercial space, a 230-space parking garage, a 7.0 FAR and a height of 245 ft.

   The Project is located within the Residential Area of the IRP. The continued development of residential projects is heavily emphasized throughout the IRP:

   > The development of an expanded residential base in the Intown is essential to achieve a successful downtown redevelopment program. People living and working downtown will generate the 24-hour activity and community

spirit necessary to continue the expansion of the downtown economic and cultural base.

The Project will further the desired development pattern and visual identity of Intown and continue the growth of downtown. Currently, the subject site is underutilized, containing a vacant office building and surface parking lot. The redevelopment of this Property will help in achieving many of the goals of the IRP, especially the focus on new residential development in Intown.

The proposed building is urban in scale with pedestrian oriented street level features. These include the commercial space and lobby entrances on 4th St. S. and 5th Ave S., ten-foot sidewalks and streetscaping, which will activate this corridor.

2. *The development proposal furthers the purpose of the Comprehensive Plan and the Land Development Regulations;*

The application is consistent with and furthers the purpose of the Code and other City ordinances and actions designed to implement the Comprehensive Plan, specifically with regard to the promotion of redevelopment, elimination of surface parking lots and the promotion and expansion of the downtown.

3. *The development proposal is generally consistent with the design review criteria currently set forth in City Council Resolution 2021-636.*

The Project is generally consistent with the following design review criteria:

General

• All redevelopment sites shall meet all the applicable Land Development Regulations.
• All development projects shall comply with any adopted City neighborhood or business district master plan or equivalent, when not in direct conflict with the Land Development Regulations.
• Developers of projects within the redevelopment area shall submit project proposals and designs to the Community Redevelopment Agency (CRA) for development review and also provide notice of their proposals to existing neighborhood and business association(s) where the project is located prior to being heard by the CRA.
• All development should demonstrate the use of energy conservation techniques to reduce space cooling, hot water, and space heating demands. These techniques should address, but not be limited to:
- building orientation
- building facade materials
- shading of buildings and parking lots
- use of natural sunlight for interior lighting (daylighting).

• All parking structures shall utilize the same architectural style, fenestration, and detailing as the principal structure or be encased by a liner building that utilizes the same architectural style.
• The ground level of all parking structures should contain pedestrian oriented uses, such as retail, office, restaurants and bars, museums, hotel lobbies and studios.
• All buildings within the development project should integrate architecturally, aesthetically and functionally through building design, materials, open spaces, scale, circulation systems, pedestrian level activities, and uniform signage and lighting.
• All new development and redevelopment should provide design elements (trees, canopies, street furniture, entryways, etc.) to bring the building and related activity spaces in scale with human dimensions and perception of space.
• Development should provide appropriate architectural variety to the area.
• The ground floor of the building shall contain any use as permitted by the Land Development Regulations or the façade abutting the street (not alleys) shall include architectural details such as fenestration, false display windows, natural finishes, or other architectural features.

Open and Pedestrian Spaces

Open spaces shall:

• be directly linked to the pedestrian system (sidewalks) and these links shall meet the Plaza Parkway Design Guidelines, or equivalent, or an adopted City approved neighborhood or business district master plan; and
• provide sufficient lighting to ensure night security.

Open spaces should:

• relate to activities and buildings within the block;
• establish visual and functional ties to surrounding activities and create a sense of seclusion in spaces set aside from the main pedestrian flow such as found in court yards;
• provide various types of open space use (public, private, and semi-public spaces);
• provide for human comfort and scale through the use of landscaping and/or canopies for shade and highlighting building entrances;
• provide sculptures, murals &/or water features;
• provide simple designs which dictate logical order and arrangement, allowing users to easily orient and relate themselves to the space and surrounding activities; and

Historic

• The development should be sensitive to adjacent (within 200 feet) historic or archaeological resources related to scale, mass, building materials, and other impacts.

Residential

• All infill development should create a sense of place and neighborhood identity by relating to old and new architecture and by developing interrelated open and pedestrian spaces.

The existing downtown development pattern contains a variety of building types, styles, heights, masses, setbacks and orientations. The Project's building form and the relationship of the building are consistent with other development projects in the IRP. Recent development projects within the IRP include Camden Pier District (330 3rd St. S.), Sage Condos (400 4th Ave. S.), Saltaire (301 1st St. S.), Beacon 430 Apartments (430 3rd Ave. S.), Avanti (201 4th St. S.) and Evo Apartments (334 2nd Ave. S.), which are some of the larger projects to have been built within the general area. Additionally, a 33-story mixed-use tower is under construction at 235 3rd St. S. and a 25-story mixed use tower was recently approved at 344 4th St. S. The Innovation District, including Johns Hopkins All Children's Hospital and USF St. Pete, lie just south of the Property and the IRP.

The proposed development, which is a permitted use under the Property's DC-2 zoning, will continue the growth of downtown. The building is urban in scale with pedestrian oriented street level features, including ground level commercial space, screening of the parking garage, ample fenestration and transparency consistent with urban buildings. Improvements to the public realm include 10-foot wide sidewalks, street trees, landscaping, and bicycle parking. Moreover, the attention to ground floor design on all sides, including entrances on 4th St. S. and 5th Ave S., makes the Project consistent with the pedestrian oriented goals of the IRP.

Baker Barrios

ORLANDO
189 S. ORANGE AVE.
SUITE 1700
ORLANDO, FLORIDA
32801
407.926.3000
AA0002981 | LC26000427

COMMERCIAL
CORPORATE
EDUCATION
ENTERTAINMENT
HEALTHCARE
HOSPITALITY
INDUSTRIAL
MIXED-USE
RESIDENTIAL
RETAIL
SENIOR LIVING
SPORTS & RECREATION

Architectural Style

Project Name: 446 4th St. S

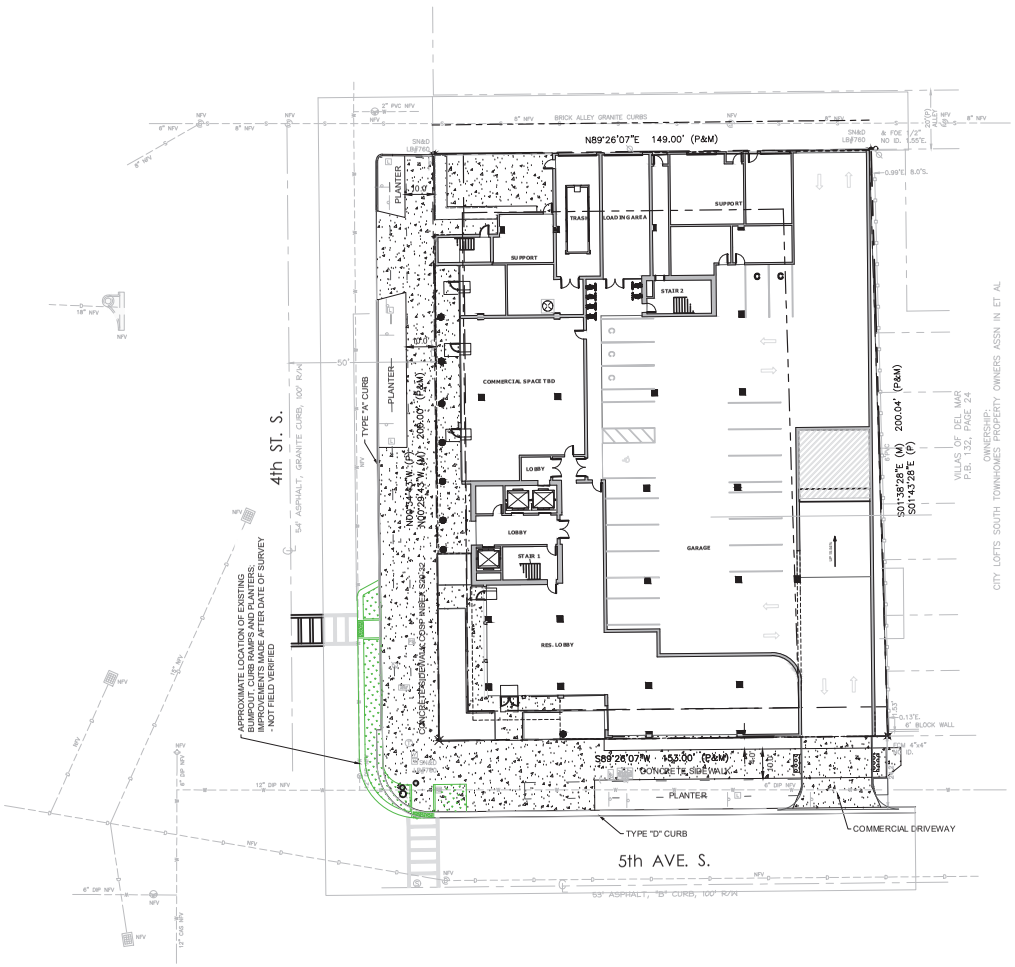
Date/Time: January 22, 2025

Parcel 19-31-17-74551-001-0010

Located in St Petersburg, FL on the NE corner of 4th Street South and 5th Avenue South, this project is proposed to be a multifamily high-rise in a contemporary expression of urban architecture. Designed to seamlessly integrate form, function, and community engagement, its massing is thoughtfully composed, with a strong podium base housing parking from levels 2 through 6. With ground access and parking on level 1, this creates a solid foundation for the vertical residential tower above. Ground-floor active uses along both street frontages enhance the pedestrian realm, establishing a lively interface between the building and its urban context. To further emphasize this, the architecture of the podium is articulated with the concept of beams of light—directional 'rays' that travel upward, connecting the vibrant urban ground-floor activity to the sky above.

Linear residential units on levels 3 through 6 are included to soften the transition from the podium to the upper tower, where a setback at level 7 introduces a terrace and amenity deck, offering spatial relief and a connection to the outdoors. Levels 7 through 20 are comprised of residential units.

The sleek façade, defined by a rhythmic interplay of glass window walls and framed vertical elements, accentuates the building's verticality while maintaining modern, geometric clarity. The design culminates at level 21 with a terrace, amenity space, and pool, embodying a lifestyle-oriented approach to high-rise living while enhancing the skyline with a bold yet refined architectural roof line feature.





OVERALL SITE DATA TABLE

(THE NUMBERS SHOWN BELOW ARE FROM DRC APPLICATION DATA)

1.	ZONING	DOWNTOWN CENTER (DC-2)
2.	EXISTING USE (CURRENTLY EXISTING ON SITE)	VACANT OFFICE AND SURFACE PARKING
3.	PROPOSED USE (EXISTING + PROPOSED, IF DIFFERENT)	MULTIFAMILY RESIDENTIAL, COMMERCIAL
4.	SITE AREA	30,200 S.F. 0.69 ACRE±
5.	VARIANCE REQUESTED (LIST)	NONE
6.	GROSS FLOOR AREA (TOTAL S.F. BUILDING)	EXISTING: 4,984 S.F. PROPOSED: 318,683 S.F MAX PERMITTED: N/A
7.	FLOOR AREA RATIO (TOTAL S.F. BUILDING / BY TOTAL S.F. OF SITE)	EXISTING: 0.16 4,984/30,200 S.F PROPOSED: 7.0 211,400/30,200 S.F. MAX PERMITTED: 7.0 211,400/30,200 S.F.
8.	BUILDING COVERAGE (1st FLOOR S.F. OF BUILDING)	EXISTING: 4,984 S.F. (16% OF SITE) PROPOSED: 26,385 S.F. (87% OF SITE) MAX PERMITTED: 30,200 S.F. (100% OF SITE)
9.	OPEN GREEN SPACE (INCLUDE ALL GREEN SPACE ON SITE)	EXISTING: 12,891 S.F. (43% OF SITE) PROPOSED: 1,598 S.F. (5% OF SITE)
10.	INTERIOR OPEN GREEN SPACE OF THE VEHICULAR AREA (GREEN SPACE WITHIN PARKING LOT AND INTERIOR OF SITE; DO NOT INCLUDE PERIMETER LANDSCAPING)	EXISTING: N/A PROPOSED: N/A
11.	PAVING COVERAGE	EXISTING: 12,325 S.F. (41% OF SITE) PROPOSED: 2,217 S.F. (7% OF SITE)
12.	IMPERVIOUS SURFACE (TOTAL S.F. PAVING, WALKS, AND OTHER HARD SURFACED AREAS, PLUS BUILDING COVERAGE)	EXISTING: 17,309 S.F. (57% OF SITE) PROPOSED: 28,602 S.F. (95% OF SITE) MAX PERMITTED: 30,200 S.F. (100% OF SITE)
13.	DENSITY	EXISTING: N/A PROPOSED: 213 MAX PERMITTED: N/A
14.	PARKING SPACES	EXISTING: 16 (INCLUDES 2 HANDICAPPED) PROPOSED: 230 (INCLUDES 7 HANDICAPPED) MIN. REQ.: 126 (INCLUDES 5 HANDICAPPED)
	BICYCLE PARKING	EXISTING: 0 PROPOSED: 228 (99% OF VEHICULAR PARKING) MIN. REQ.: 228 (99% OF VEHICULAR PARKING)
15.	BUILDING HEIGHT	EXISTING: 17 FT (1 STORY) PROPOSED: 245 FT (21 STORIES) MAX PERMITTED: 375 FT
16.	HOW MUCH OF THE SITE IS THE PROPOSAL ALTERING/CHANGING?	100%

REVISED	NO.	BY	DATE	DESCRIPTION

REVISED	NO.	BY	DATE	DESCRIPTION

	INITIALS	DATE
DESIGN		
DRAWN	JLS	12/24
CHECKED	TJR	
QUALITY CHK	AGM	
SCALE		

PREPARED FOR:
STADLER DEVELOPMENT
260 FIRST AVE. S
ST. PETERSBURG, FL 33701
(646) 478-6784

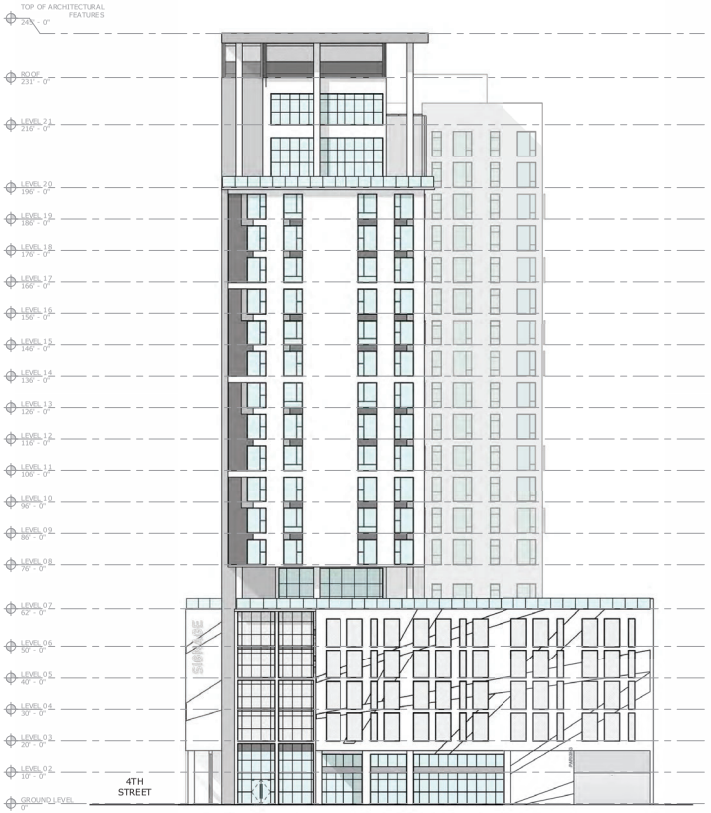
George F. Young, Inc.
299 DR. MARTIN LUTHER KING JR. STREET, N. ST. PETERSBURG, FLORIDA 33701
PHONE (727) 822-4317 WWW.GEORGEFYOUNG.COM
ENGINEERING CERTIFICATE OF AUTHORIZATION NUMBER 21
CIVIL, TRANSPORTATION, SUBSURFACE & STRUCTURAL ENGINEERING
ECOLOGY I GIS I PLANNING I SURVEYING
ST. PETERSBURG • LAKEWOOD RANCH • TAMPA • GAINESVILLE • LAKE WALES • PUNTA GORDA
Since 1919

TIMOTHY J. RANKIN No. 88735
DATE

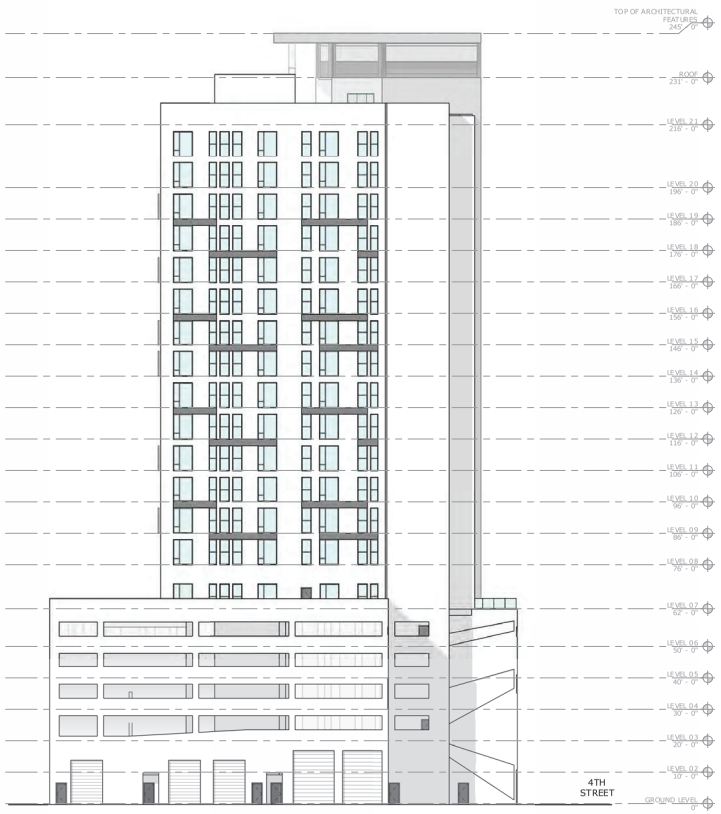
446 4TH STREET S
SITE PLAN
SECTION 19, TOWNSHIP 31S., RANGE 17E.

JOB NO. 24007600SC
SHEET NO. C05.0

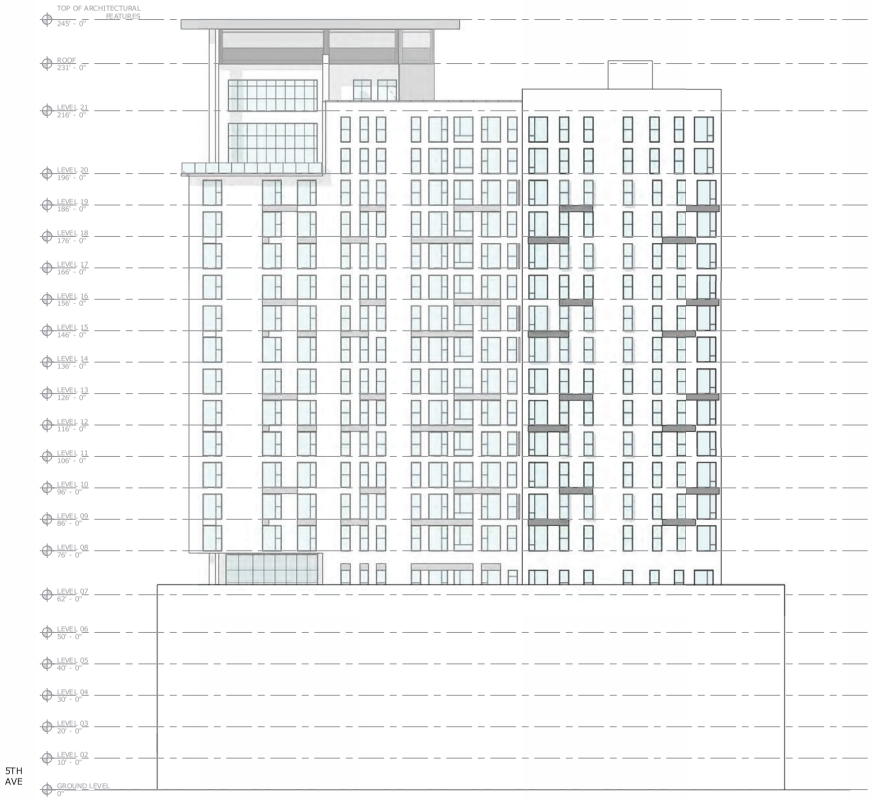
PLOTTED: 1/3/2025 12:52 PM
LOGIN: tjohnson, Name
FILE: \\GFY-SRV\e_Projects\proj\2024\24007600SC\Plans\2025-01-03\24007600SC SP.dwg



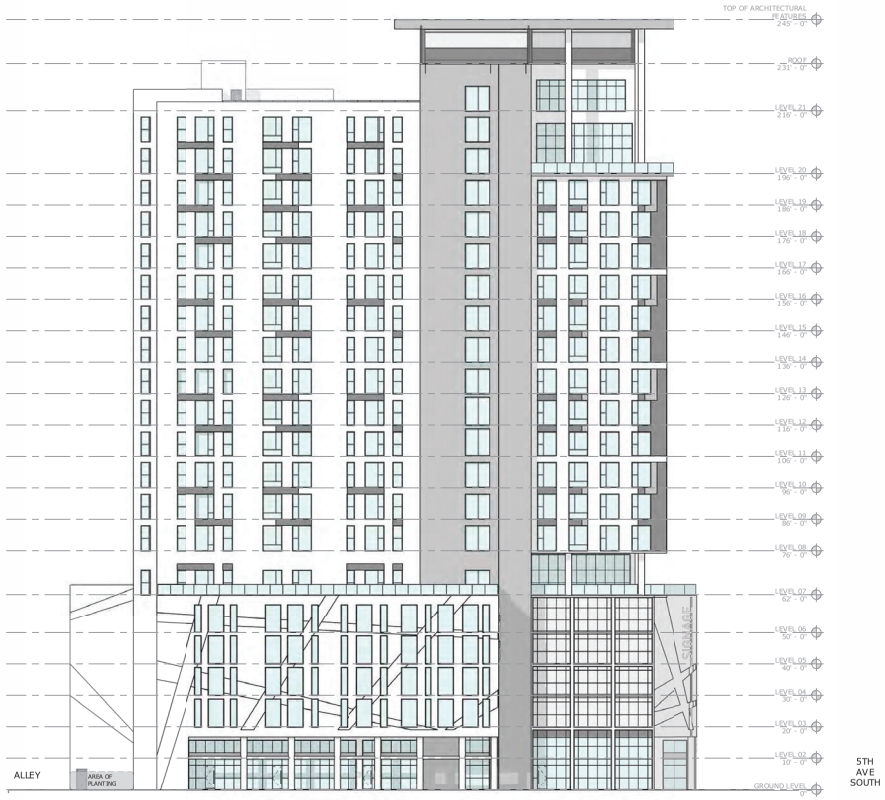
SOUTH BUILDING ELEVATION



NORTH BUILDING ELEVATION



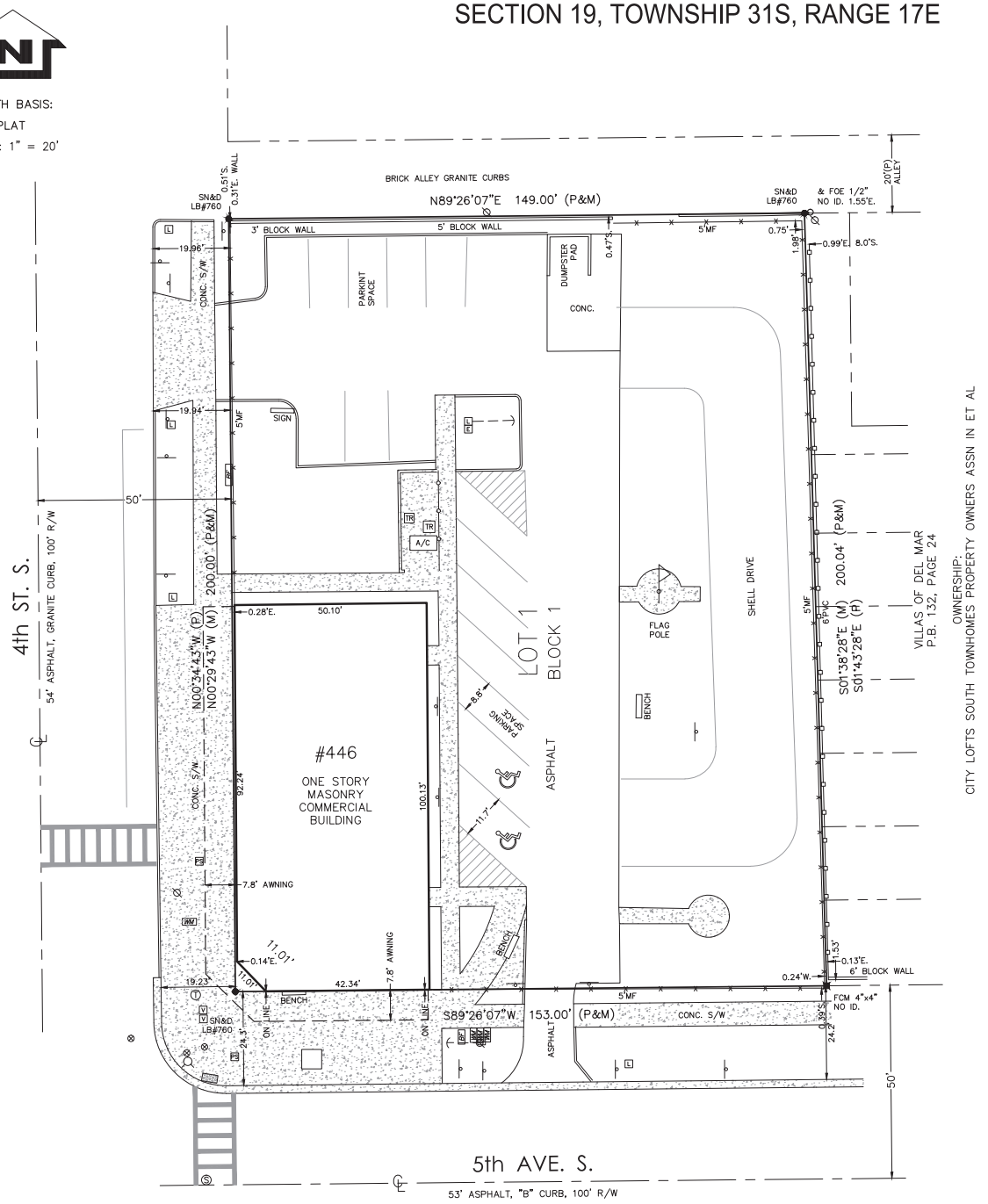
EAST BUILDING ELEVATION



WEST BUILDING ELEVATION

SECTION 19, TOWNSHIP 31S, RANGE 17E

NORTH BASIS:
PLAT
SCALE: 1" = 20'



LEGAL DESCRIPTION

LOT 1, BLOCK 1,
REVISED MAP OF THE CITY OF ST. PETERSBURG,
BLOCK 76, FIRST PARTIAL REPLAT,
ACCORDING TO THE PLAT THEREOF
AS RECORDED IN PLAT BOOK 121, PAGE 62,
PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

ALTA/ACSM Table A items:

2. Address: 446 4th St. S., St Petersburg, FL 33701

4. Gross land area: 30,200 square feet.

6. Current zoning classification: DC-2

7(b.1) Square feet of exterior footprint of building: 4,984 square feet.

9. 14 regular parking spaces plus 2 handicapped parking spaces.

LEGEND:

N&D	= NAIL & DISK
FIR	= FOUND IRON ROD
FOE	= FOUND OPEN END PIPE
FCM	= FOUND CONC. MONUMENT
(M)	= FIELD MEASUREMENT
(P)	= PLAT
CONC	= CONCRETE
R/W	= RIGHT OF WAY
P.L.	= PROPERTY LINE
SN&D	= SET NAIL AND DISK
S/W	= SIDEWALK
C/C	= COVERED CONCRETE
PVC	= VINYL FENCE
CLF	= CHAIN LINK FENCE
MF	= METAL FENCE
WM	= WATER METER
RM	= RECLAIMED WATER METER
BF	= BACK FLOW PREVENTER
	= CLEANOUT
	= CABLE T.V.
	= PEDESTRIAN SIGNAL LIGHT
	= TRANSFORMER
	= ELECTRIC STAND
	= UTILITY VAULT
	= CONC. LIGHT POLE
	= WATER VALVE
	= FIRE HYDRANT
	= TRAFFIC SIGN
	= POWER POLE
	= SANITARY MANHOLE
	= TRAFFIC SIGNAL POST
	= DETECTABLE WARNING PAD

SURVEYOR'S CERTIFICATE

TO: Sunshine City Ventures, LLC, a Florida LLC
Johnson, Pope, Bokor, Ruppel & Burns LLP
Fidelity National Title Insurance Co.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7(a), 7(b)(1), 9, and 13 of Table A thereof. The fieldwork was completed on July 6, 2023.

I hereby certify that the survey represented hereon meets the requirements of Chapter 5J-17.052, Florida administrative Code.

Date of Plat or Map: July 6, 2023

(Signed) _____

John O. Brendla
Florida surveyor's registration No. 4601
Certificate of Authorization No. 760

FB: 980 PG: 57-58
Job Number: 2306-75
Survey date: 7/6/23
DWN: JM
CHK: JOB

REVISIONS

No.	DESCRIPTION	DATE

ALTA/NSPS
LAND TITLE SURVEY

2306-75.CRD

JOHN C. BRENDLA AND ASSOCIATES, INC.
Professional Land Surveyors and Mappers
JCB
4015 82nd Avenue North
Pinellas Park, Florida 33781
Telephone (727) 576-7546
Facsimile (727) 577-9932
LB 760

Flood Zone
"X"
COMMUNITY PANEL #125148 12103C0219 H, EFFECTIVE 8/24/21

Basis of Bearings:
SOUTH BOUNDARY
BEING S89°26'07"W (PER PLAT)

NOTE: This survey is made for the exclusive use of the current owners of the property and also those who purchase, mortgage or guarantee the title thereto within one (1) year from date hereof.

NOTE: Survey was prepared with the benefit of title search commitment No. 10951717 by First National Title Insurance Co., dated 01/24/2023.



STADLER DEVELOPMENT

CONCEPT
PROJ. # 240344.00

STADLER DEVELOPMENT | 446 4TH ST
2025.01.10

RENDER

SCALE: 1/16" = 1'
0 8 16 40 64'

A901

Baker Barrios
The shape of things to come.
AA0002981 + LC26000427

NOT FOR CONSTRUCTION



STADLER DEVELOPMENT

CONCEPT
PROJ. # 240344.00

STADLER DEVELOPMENT | 446 4TH ST
2025.01.10

RENDER

SCALE: 1/16" = 1'
0 8 16 40 64'

A902

Baker Barrios
The shape of things to come.
AA0002981 + LC26000427

NOT FOR CONSTRUCTION



STADLER DEVELOPMENT

CONCEPT
PROJ. # 240344.00

STADLER DEVELOPMENT | 446 4TH ST
2025.01.10

RENDER

SCALE: 1/16" = 1'
0 8 16 40 64'

A903

Baker Barrios
The shape of things to come.
AA0002981 + LC26000427

NOT FOR CONSTRUCTION



STADLER DEVELOPMENT

CONCEPT
PROJ. # 240344.00

STADLER DEVELOPMENT | 446 4TH ST
2025.01.10

RENDER

SCALE: .016" = 1
0 8 16 40 64'

A904

Baker Barrios
The shape of things to come.
AA0002981 + LC26000427

NOT FOR CONSTRUCTION



STADLER DEVELOPMENT

CONCEPT
PROJ. # 240344.00

STADLER DEVELOPMENT | 446 4TH ST
2025.01.10

RENDER

SCALE: 1/16" = 1'
0 8 16 40 64'

A905

Baker Barrios
The shape of things to come.
AA0002981 + LC26000427

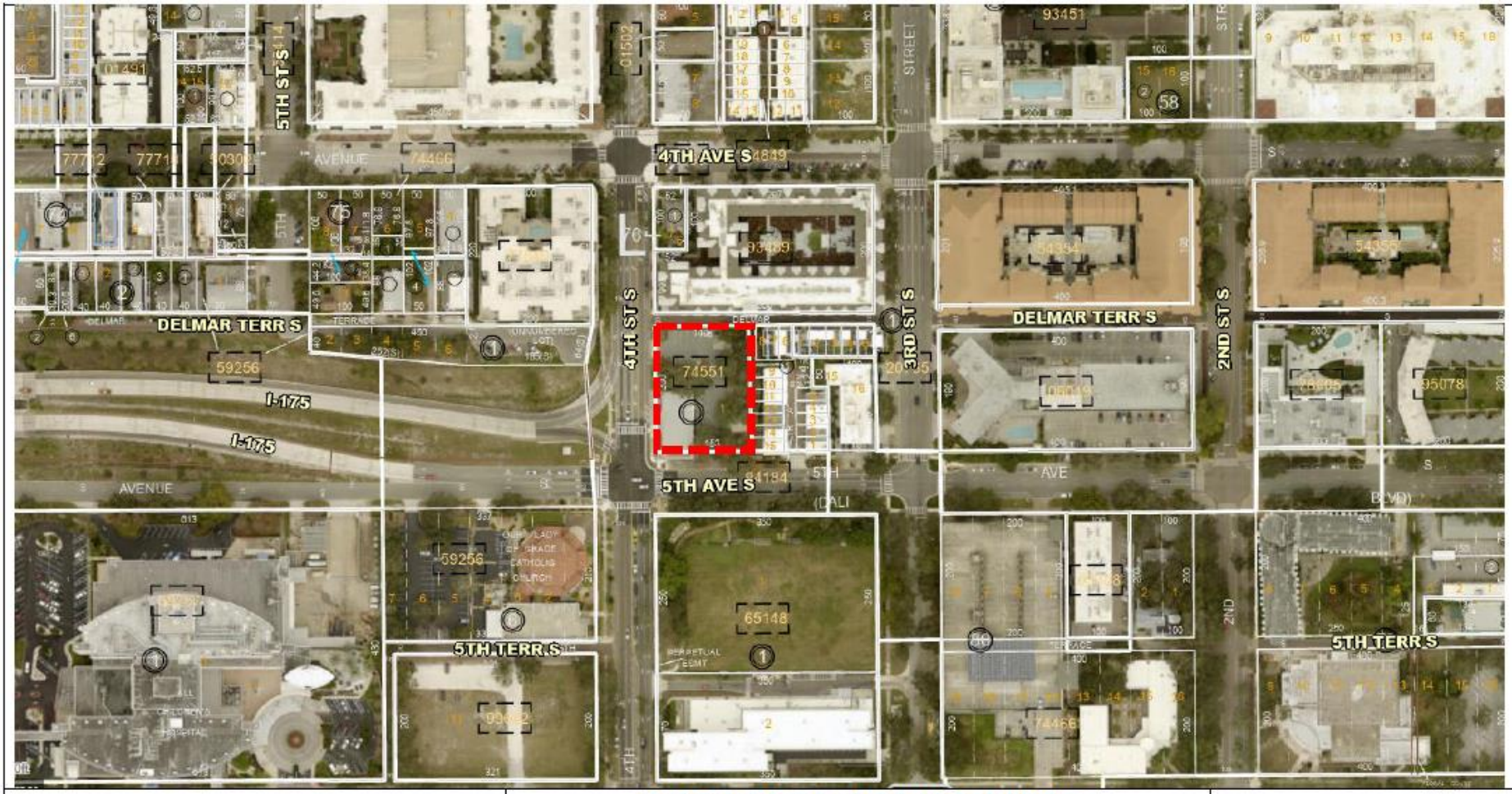
NOT FOR CONSTRUCTION

IRP 25-1A
446 4th St S.

February 20, 2025



CITY OF ST. PETERSBURG



st.petersburg
www.stpete.org

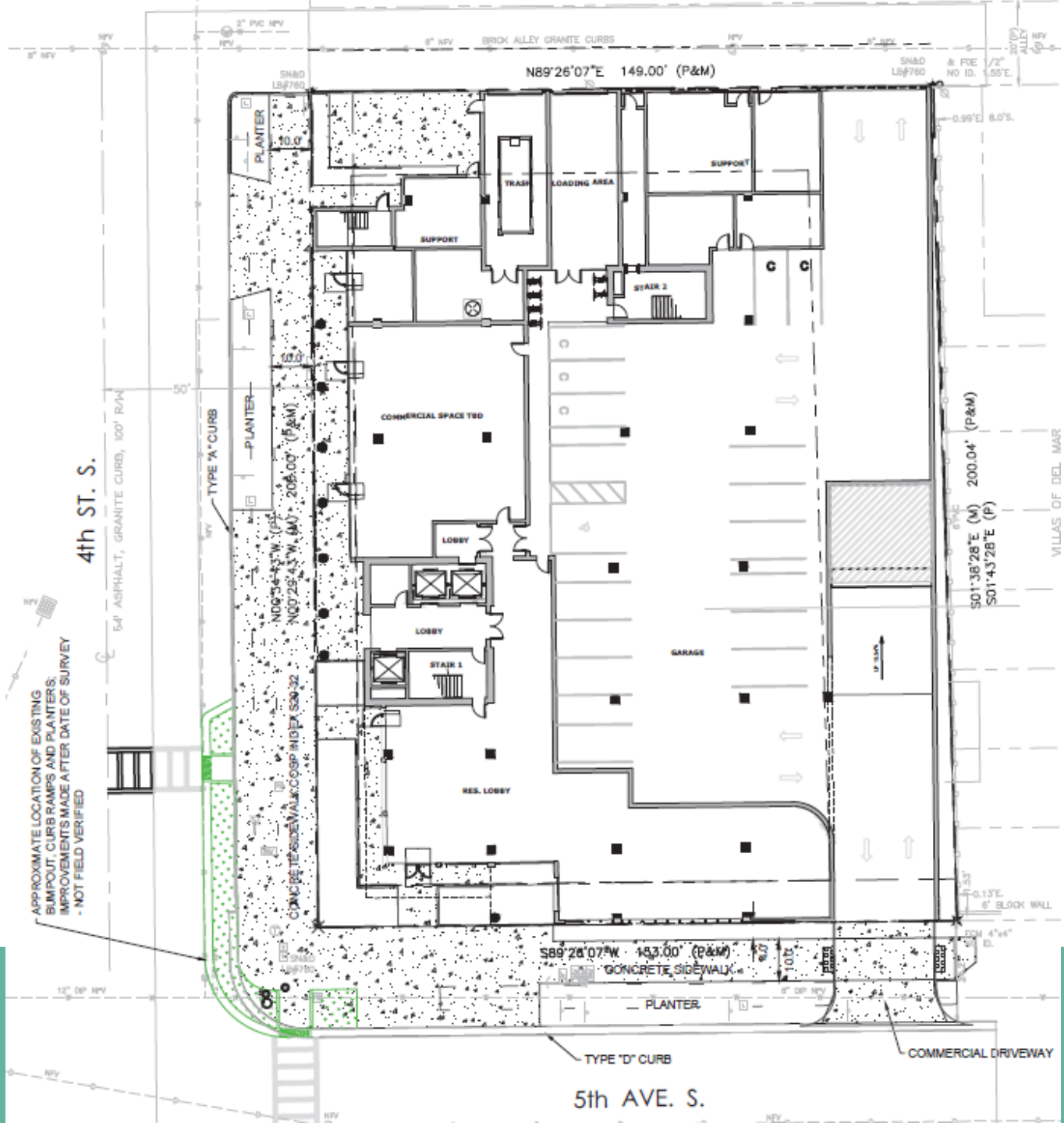
PROJECT LOCATION MAP

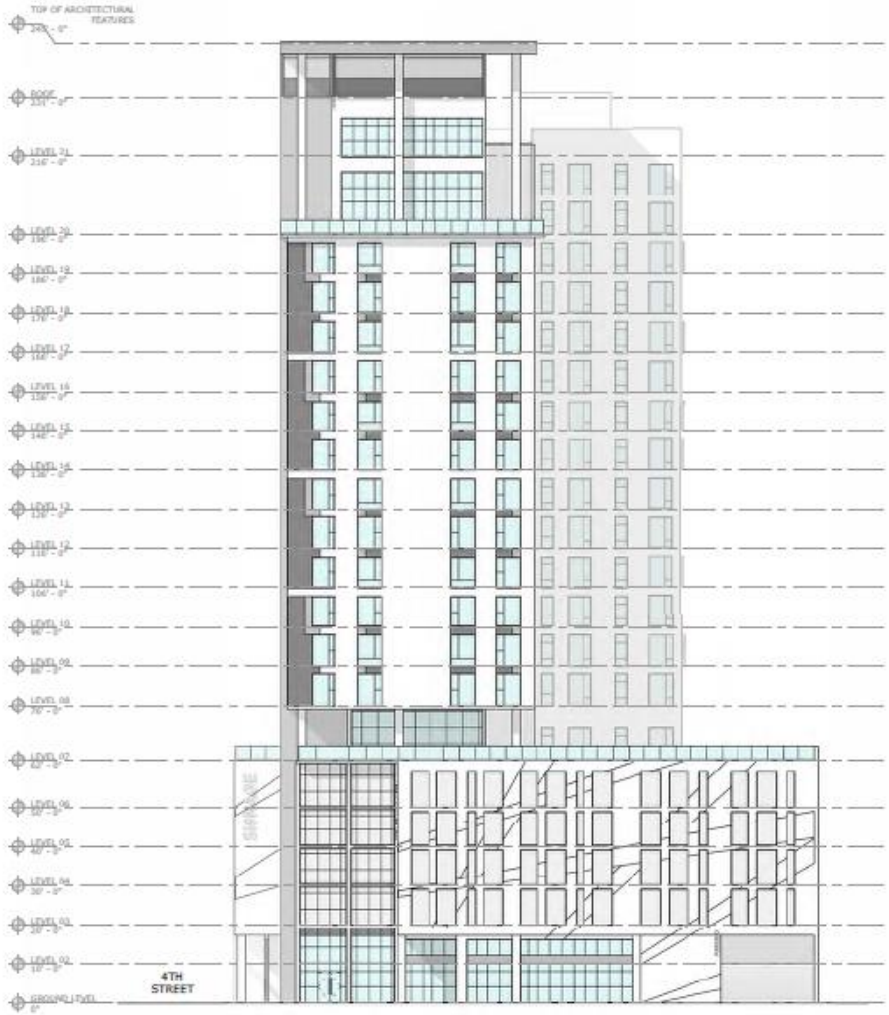
Address:
446 4th Street South
City of St. Petersburg, Florida
Planning & Development Services Department

N↑
(nts)

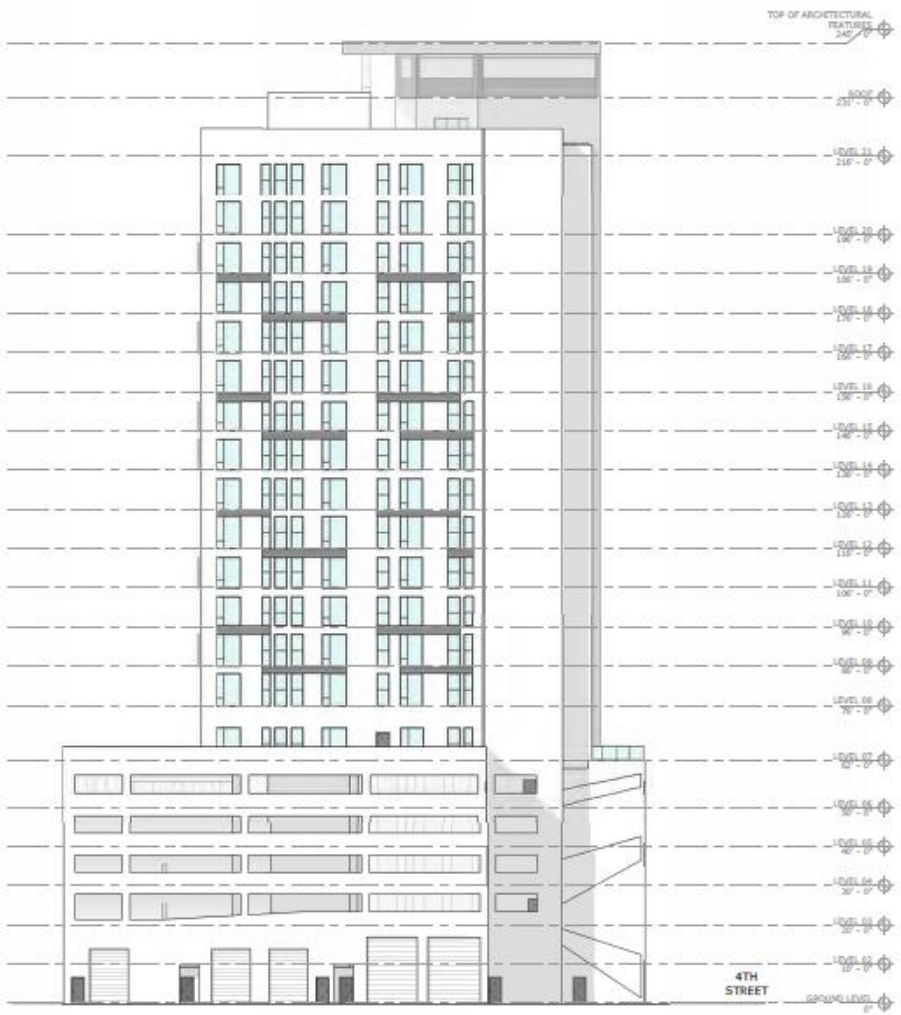
Location Map

Site Plan


4th ST. S.
5th AVE. S.
N89°26'07"E 149.00' (P&M)
S89°26'07"W 149.00' (P&M)
S01°38'28"E (M)
S01°43'28"E (P)
200.04' (P&M)
PLANTER
TRASH
LOADING AREA
SUPPORT
STAIR 2
COMMERCIAL SPACE TBD
LOBBY
STAIR 1
GARAGE
RES. LOBBY
TYPE "A" CURB
CONCRETE SIDEWALK
PLANTER
TYPE "D" CURB
COMMERCIAL DRIVEWAY
APPROXIMATE LOCATION OF EXISTING BUMPOUT, CURB RAMPS AND PLANTERS. IMPROVEMENTS MADE AFTER DATE OF SURVEY - NOT FIELD VERIFIED
VILLAS OF DEL MAR



SOUTH BUILDING ELEVATION

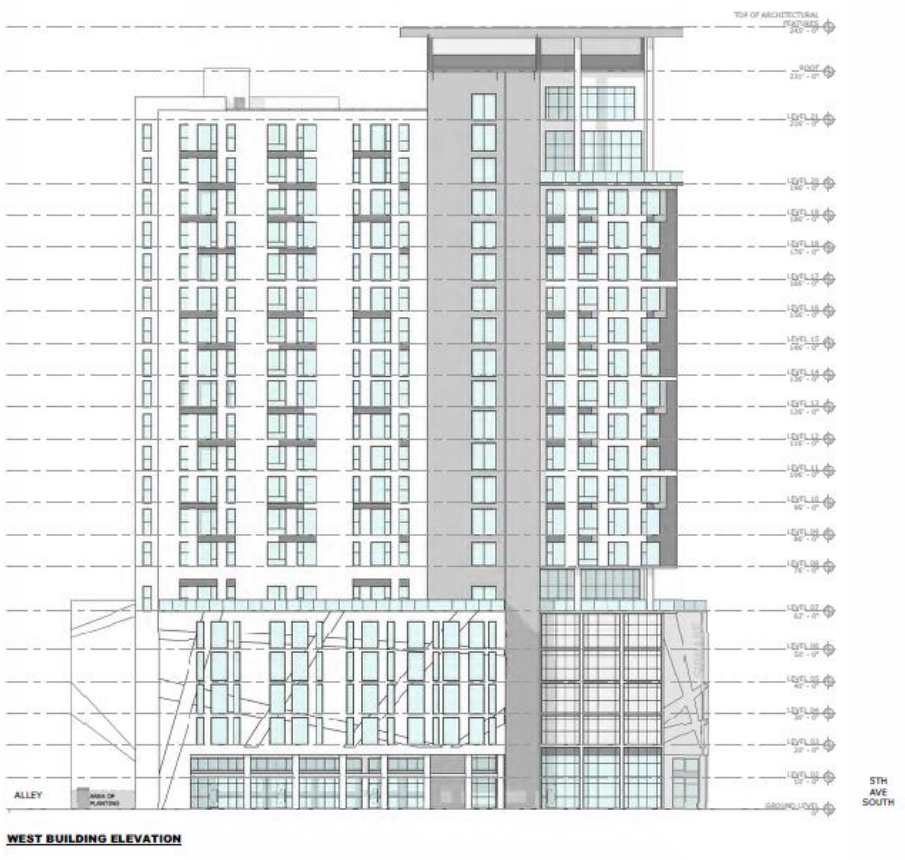


NORTH BUILDING ELEVATION

Elevations



EAST BUILDING ELEVATION



WEST BUILDING ELEVATION

Elevations



View – Looking E-NE



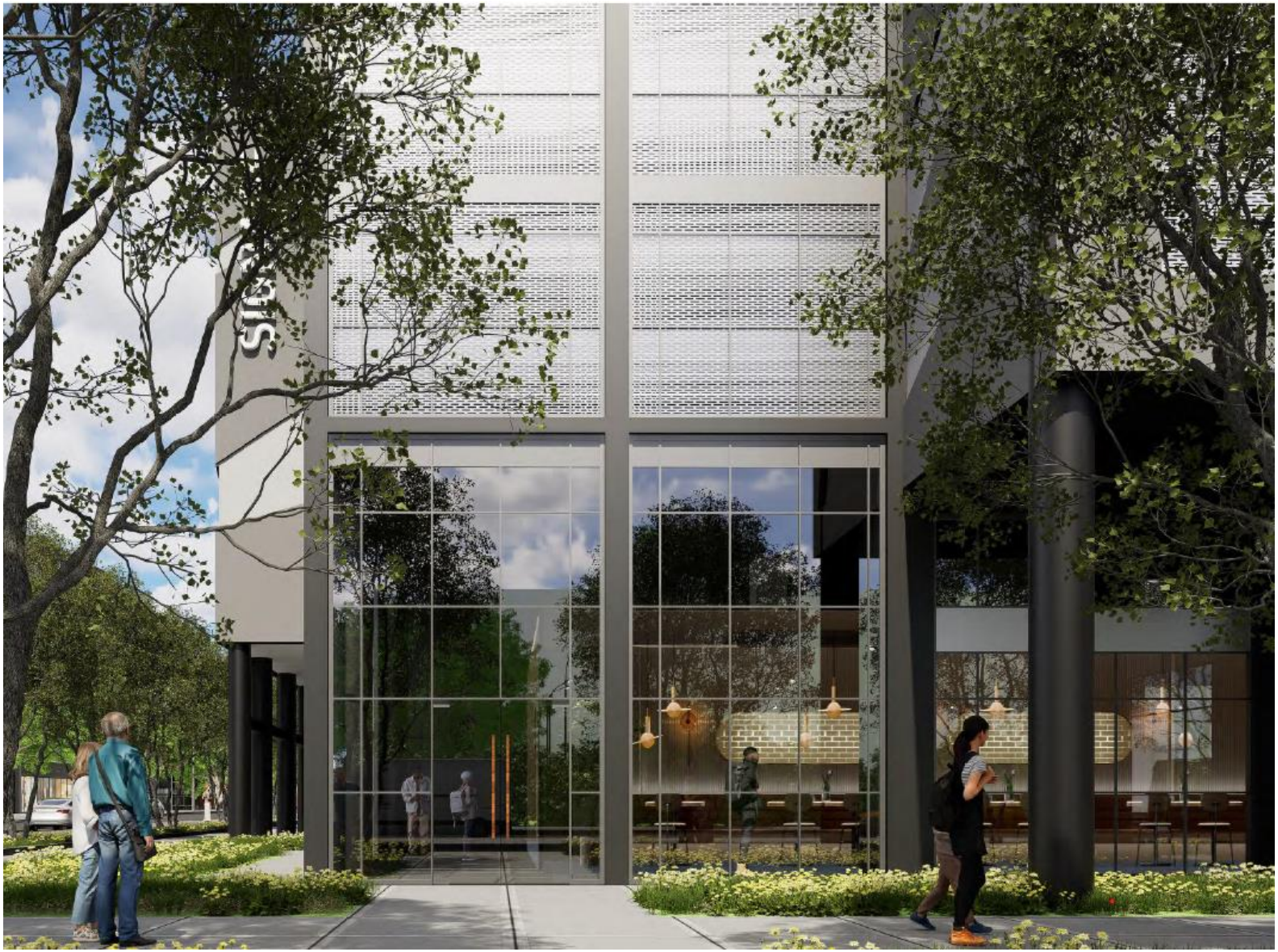
View Looking NE



Lobby & Commercial along 4th St S



Podium along 4th St S and 5th Ave S

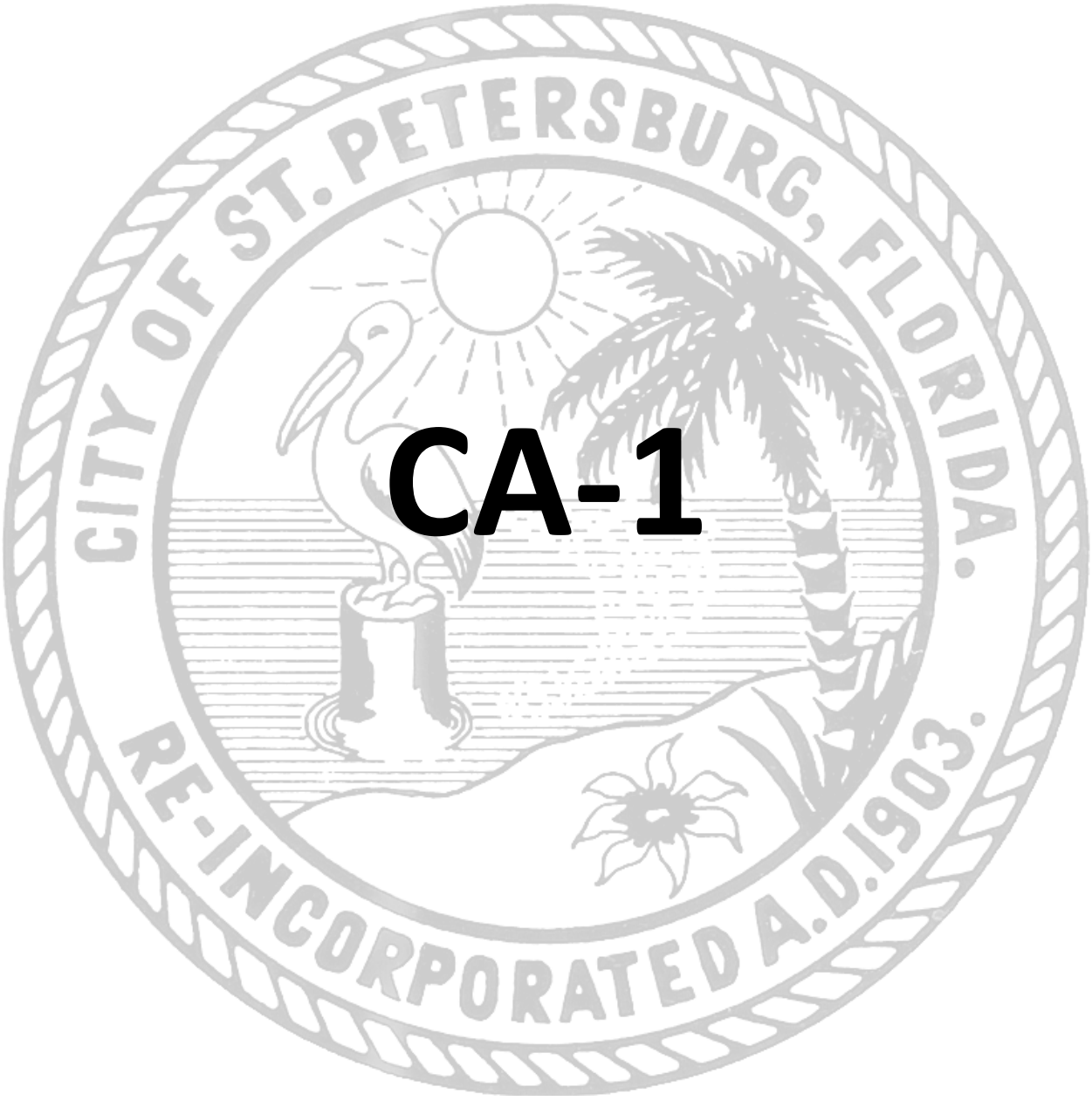


Lobby Entrance from 5th Ave S

THANK YOU

Planning & Development Services Department
Development Review Services Division
1 4th Street North
727-893-7471
www.stpete.org/ldr

The following page(s) contain the backup material for Agenda Item: Approving the purchase of anti-static artificial playground grass from ForeverLawn, Inc. for the Parks and Recreation Department at a total cost of $1,620,000.
Please scroll down to view the backup material.



CA-1

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 20, 2025

To: The Honorable Copley Gerdes, Chair, and Members of City Council

Subject: Approving the purchase of anti-static artificial playground grass from ForeverLawn, Inc. for the Parks and Recreation Department at a total cost of $1,620,000.

Explanation: The vendor will provide all labor, materials, and tools to fully furnish and install anti-static artificial playground grass in several different City Parks and Playgrounds. The turf meets the ASTM 1292 fall height requirements for up to 12 feet, as well as ASTM 1951 ADA certification requirements. In addition, the turf features 100% recycled backing and is made of a proprietary material that is antimicrobial and reduces static buildup. The new turf is replacing existing turf and poured in place (PIP) surfacing. Replacement is required due to hurricane damage, the department's planned phase-out of the PIP surfacing, as well uneven surfaces and shifting on the existing turf due to wear. This product also offers an additional safety feature over the other synthetic surfaces. The build-up of static on playground surfacing during periods of low humidity can create a safety concern for children with electronic hearing devices. The anti-static feature that is manufactured into the blades allows children to use play areas without removing their hearing devices.

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

ForeverLawn, Inc. (Louisville, OH) ……. $1,620,000

The purchase is being made in accordance with Section 2-198(b) of the Procurement Code, which authorizes the POD, to utilize competitively solicited contracts of other governmental entities. The underlying Master Agreement was entered into by ForeverLawn Inc. pursuant to Sourcewell solicitation number RFP #031622. The current term of the agreement ends on May 26, 2026, and has successive one-year renewal options upon mutual agreement. The Procurement and Supply Management Department has reviewed the applicable solicitation and determined (i) that the agreement was awarded on the basis of competitive process substantially equivalent to the one specified in the City's Procurement Code and (ii) that it is in the best interest of the City to utilize this cooperative agreement. A blanket purchase agreement will be issued and will be binding only for actual services rendered.

Cost/Funding/Assessment Information: Funding has been previously appropriated in the Recreation and Culture Capital Improvement Fund (3029). A portion of the funding will be available in the General Capital Improvement Fund (3001) and if needed a supplemental appropriation for the balance of the increase will be brought to City Council for approval as needed.

Attachments: Resolution

RESOLUTION NO. 2025-____

A RESOLUTION APPROVING THE PURCHASE OF ANTI-STATIC ARTIFICIAL PLAYGROUND GRASS FROM FOREVERLAWN, INC. UTILIZING SOURCEWELL SOLICITATION NUMBER RFP #031622; PROVIDING THAT THE TOTAL COST SHALL NOT EXCEED $1,620,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, due to hurricane damage to grass turf, a planned phase-out of poured-in-place (PIP) surfacing, as well uneven surfaces and shifting on the existing turf due to wear at several City parks and playgrounds, the City desires to upgrade and install new anti-static artificial playground grass at these affected locations, as well as any future sites on an as-needed basis; and

WHEREAS, this turf material meets fall height requirements, is ADA certified, contains 100% recycled backing, is antimicrobial, and prevents the buildup of static on playground surfacing during periods of low humidity that can create a safety concern for children with electronic hearing devices; and

WHEREAS, Section 2-198 of the St. Petersburg City Code authorizes the City to piggyback utilizing contracts of other entities, including other local governments in Florida, state governments, local governments in other states, federal agencies of the United States, consortiums, and any not-for-profit entity when to do so is in the best interest of the City; and

WHEREAS, ForeverLawn, Inc. has met the specifications, terms and conditions of Sourcewell Solicitation Number RFP #031622; and

WHEREAS, the Procurement & Supply Management Department has determined that purchasing anti-static artificial playground grass from ForeverLawn, Inc. utilizing Sourcewell Solicitation Number RFP #031622 is in the best interest of the City; and

WHEREAS, the Procurement & 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 the purchase of anti-static artificial playground grass from ForeverLawn, Inc. utilizing Sourcewell Solicitation Number RFP #031622 is hereby approved.

BE IT FURTHER RESOLVED that the total cost for this purchase shall not exceed $1,620,000.

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

This Resolution shall become effective immediately upon its adoption.

LEGAL: DEPARTMENT:

Shawn Muchmaricy Barbara Stalbird

00790507

Approvals - gcc
Report • Printed on January 29, 2025

Approved

Important

650-50 Anti-Static Artificial Playground Grass February 20, 2025

Attachments

650-50 Anti-Static Artificial Pla
https://stpete1-my.sharepoint.com/:

Final status: Approved

MJ **Step 4: Approved by**
Michael J. Jefferis 1/29/2025 7:04:55 AM

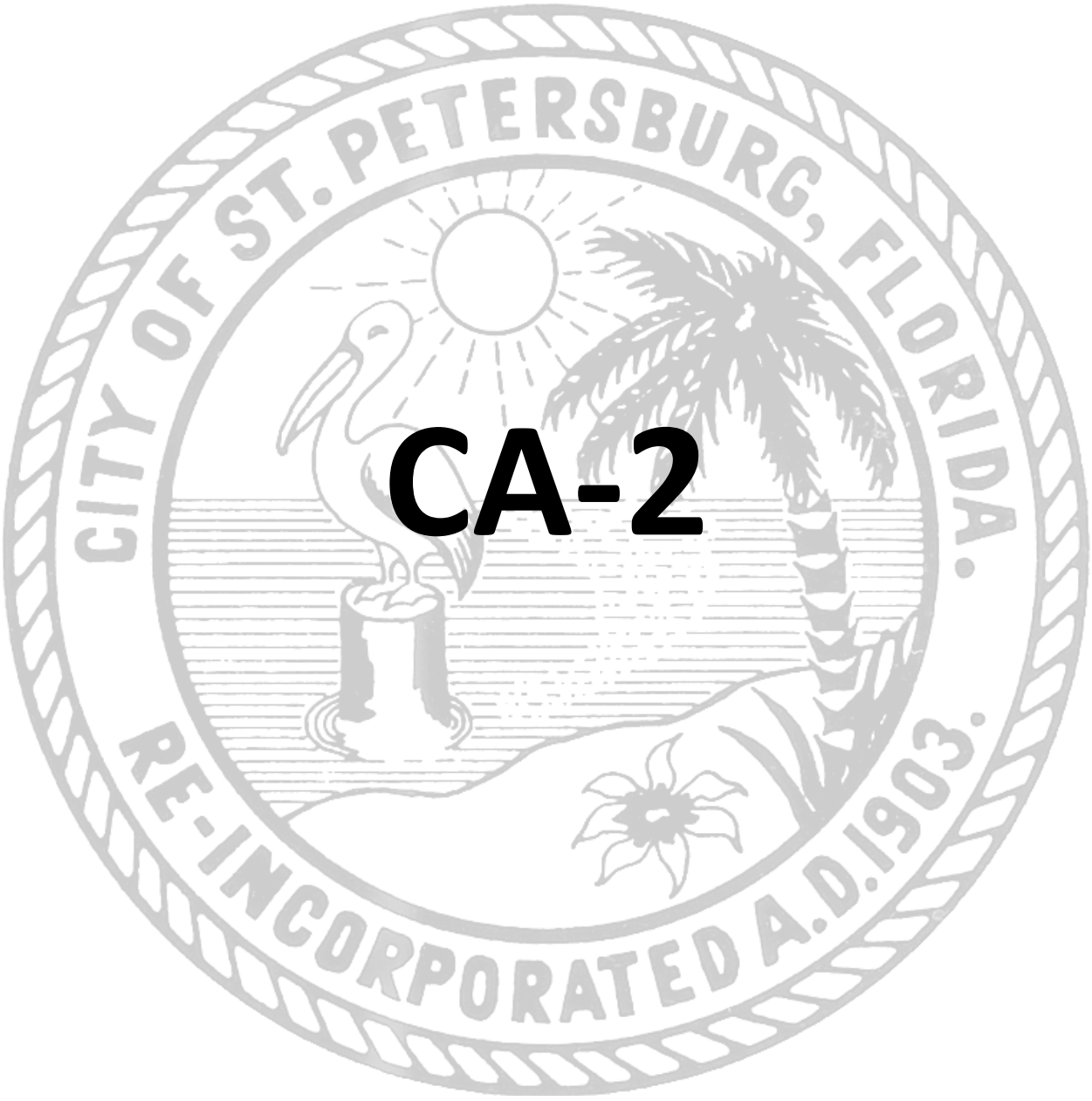
BS **Step 3: Approved by**
Barbara L. Stalbird 1/28/2025 3:49:54 PM

SS **Step 2: Approved by**
Stephanie S. Scarbrough 1/28/2025 3:49:37 PM

LS **Step 1: Approved by**
Lance N. Stanford 1/28/2025 3:13:47 PM

SP **Requested by**
Steven F. Poceous 1/28/2025 3:11:52 PM

The following page(s) contain the backup material for Agenda Item: Accepting a proposal from Humana Insurance Company, for voluntary Dental Health Management Organization (DHMO) and Preferred Provider Organization (PPO) insurance plans, for the Human Resources Department, for a three-year contract amount of $6,500,000.
Please scroll down to view the backup material.



CA-2

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 20, 2025

To: The Honorable Copley Gerdes, Chair, and Members of City Council

Subject: Accepting a proposal from Humana Insurance Company, for voluntary Dental Health Management Organization (DHMO) and Preferred Provider Organization (PPO) insurance plans, for the Human Resources Department, for a three-year contract amount of $6,500,000.

Explanation: The Procurement and Supply Management Department issued RFP-24-321 on October 16, 2024. The solicitation closed on November 19, 2024 and proposals were opened thereafter. The Procurement & Supply Management Department received six proposals for Dental Group Insurance.

The proposals were received from:

Offeror:	**Amount**
Humana Insurance Company	$2,067,456
Aetna Life Insurance Company	$2,076,621
Solstice Benefits, Inc	$2,089,575
Metropolitan Life Insurance Company	$2,232,881
United Healthcare Services Inc	$2,312,035
Sun Life Assurance Company	self-funded only

The proposals were evaluated based on the following weighted criteria:

- Qualifications, Experience, & Capacity
- Plan Design/ Differences
- Plan Administration, Services, Guarantee
- Cost or Price

Proposals were reviewed and evaluated by Gallagher Benefits Consulting, Inc and then presented to the Human Resources Benefits Manager, Specialist and Labor Relations Specialist.

The voluntary dental benefits to be provided are a DHMO and PPO. The rates for both plans are guaranteed for three years.

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

Humana Insurance Company.....$ 6,517,655
Three-years @$2,172,552/year*

Humana DHMO 916 employees/retiree	$312,624/year
Year 1	$297,501
Year 2*	$312,376
Year 3*	$327,995
Humana PPO 2,410 employees/retirees	$1,859,927

Year 1	$1,769,955
Year 2*	$1,858,452
Year 3	$1,951,375

*Assumes a 5% increase in employee enrollment for Year 2 and Year 3

Humana Insurance Company has met the requirements of RFP-24-321, dated October 16, 2024. An agreement will be issued for the three-year term and will be binding only for actual services rendered.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Health Insurance Fund (5121), Human Resources Department, Group Benefits Division (090-1177). 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
953-48 Insurance, Dental

Summary Work Statement

The City received six proposals for RFP 24-321 Insurance, Dental. The successful offeror shall provide group dental insurance coverage for active and retired employees and their eligible dependents who select coverage ("Members"). The City sought the most comprehensive coverage at the lowest, long-term cost. The City did not consider proposals from brokers.

Dental Insurance proposals were received from:

1. Aetna Life Insurance Company (Aetna)
2. Humana Insurance Company (Humana)
3. Metropolitan Life Insurance Company (Metlife)
4. Solstice Benefits, Inc (Solstice)
5. Sun Life Assurance Company (Sun Life)
6. United Healthcare Services Inc (UH)

Evaluation Committee

Evaluation of the proposals was conducted by Gallagher Benefits Consulting, Inc

Evaluation Criteria

The proposals were evaluated based on the following criteria:

- Qualifications, Experience, & Capacity
- Plan Design/ Differences
- Plan Administration, Services, Guarantee
- Cost or Price

Offerors' Profiles

Below is a profile of shortlisted offerors and a summary of the strengths and weaknesses of each.

Aetna was founded in 1853 and is headquartered in Hartford, Connecticut. The firm has been in business for 170 years and employs more than 300,000 employees.

Strengths include: The members will have access to an extended network of provider, to an additional 10% saving on oral care items through CVS oral care discount site and a pilot program to offer dental over the counter allowance.

Weaknesses include: Their DHMO plan limits pediatric dentist at age 7, they proposed a small discount on services performed but they are not balance-billed the remaining difference. Aetna's PPO plan had an annual limit of $2,500.

The proposal meets the City's requirements.

Humana was founded in 1961 and is headquartered in Louisville, KY. The firm has been in business for 60 plus years and employs approximately 48,000 people.

Strengths include: The incumbent provider allows for minimum disruption of services; their DHMO

plan reduces current price, pediatric dental care lasts until age 18 under PPO plan and age 12 under DHMO; they require dentists to carry individual malpractice insurance and professional liability.

Weaknesses include: There were no apparent weaknesses.

The proposal meets the City's requirements.

Metlife was founded in 1868 and is headquartered in New York. The firm has been in business for 156 years and employs approximately 49,000 people.

Strengths include: Their MyBenefits application provides members with online access, they also offer UpWise, a financial wellness application, at no cost; and they have extended customer service hours.

Weaknesses include: Their plan limits the pediatric dentist to age 8. The MetLife annual maximum benefit was $5,000.

The proposal meets the City's requirements.

Solstice was founded in 1998 and is headquartered in Plantation, FL. The firm has been in business for 27 years and employs approximately 200 people.

Strengths include: There were no apparent major strengths.

Weaknesses include: They did not provide a complete proposal, their responses in the questionnaire were limited to their DHMO partner, Solstice only and the PPO plan does not include commissions. Their covered services include two visits per year. The annual maximum on the PPO plan was $5,000.

The proposal does not meet the City's requirements.

Sun Life was founded in 1865 and is headquartered in Wellesley Hills, MA. The firm has been in business for 159 years and employs approximately 58,000 employees.

Strengths include: There were no apparent major strengths.

Weaknesses include: They did not provide a complete proposal, their responses in the questionnaire were limited to their DHMO partner, Solstice only and the PPO plan does not include commissions. Their covered services include two visits per year. Fully-insured proposal was not provided, only self-funded.

The proposal does not meet the City's requirements.

United Healthcare was founded in 1977 and is headquartered in Hartford, CT. The firm has been in business for 47 years and employs more than 125,000 people.

Strengths include: The dental and vision plan will coordinate with the medical plan, their integration with the health insurance plan, disease stages can be identified and acted upon to promote better health, and dependents can seek pediatric dentist up to age 16.

Weaknesses include: The PPO annual maximum benefit was only $2,000, significantly different

than the current benefit of unlimited.

The proposal meets the City's requirements.

Recommendation for Award

On December 18, 2024 Gallagher Benefits Consulting, Inc presented their review to the Human Resources Benefits Supervisor, Specialist and Labor Relations Specialist. Upon review it is recommended Humana Insurance Company provide Dental Insurance coverage. The company has met the requirements of RFP 24-032, and the offer was determined to be the most advantageous to the City, taking into consideration the cost and the evaluation criteria set forth in the RFP.

Humana Insurance Company was selected for the following reasons:

- They are the incumbent vendor
- They offer the same premium rates and higher Orthodontia benefits on the PPO plan
- Their network size
- Their PPO plan maximum is unlimited

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE PROPOSAL AND APPROVING THE AWARD OF A THREE-YEAR AGREEMENT TO HUMANA INSURANCE COMPANY FOR VOLUNTARY DENTAL HEALTH MANAGEMENT ORGANIZATION ("DHMO") AND PREFERRED PROVIDER ORGANIZATION ("PPO") INSURANCE PLANS FOR THE HUMAN RESOURCES DEPARTMENT AT AN ESTIMATED COMBINED PREMIUM OF $6,500,000 FOR THE INITIAL THREE-YEAR TERM; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDE AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department issued RFP 24-321 for voluntary Dental Health Management Organization ("DHMO") and Preferred Provider Organization ("PPO") insurance plans dated October 16, 2024; and

WHEREAS, the Procurement & Supply Management Department received six (6) proposals in response to the RFP; and

WHEREAS, Humana Insurance Company has met the requirements of RFP 24-321; and

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

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 to Humana Insurance Company for voluntary Dental Health Management Organization ("DHMO") and Preferred Provider Organization ("PPO") insurance plans for the Human Resources Department at an estimated combined premium of $6,500,000 for the initial three-year term is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

LEGAL: Sharon Michnowicz
00790220

DEPARTMENT: Christopher M. Guella

Approvals - gcc
Report • Printed on January 27, 2025

Approved

Important

953-48 Insurance, Dental, February 20, 2025

Hello Tom, for your approval, please find the consent agenda for Dental. I responded to your email.

Attachments



Final status: Approved

TG **Step 1: Approved by**
Tom Greene 1/27/2025 10:52:51 AM

SR **Requested by**
Sakha T. Reed 1/27/2025 10:34:54 AM

Approvals - gcc
Report • Printed on January 27, 2025

Rejected

953-48 Insurance, Dental, February 20, 2025

Please review and approve the consent agenda for insurance, dental. Thank you.

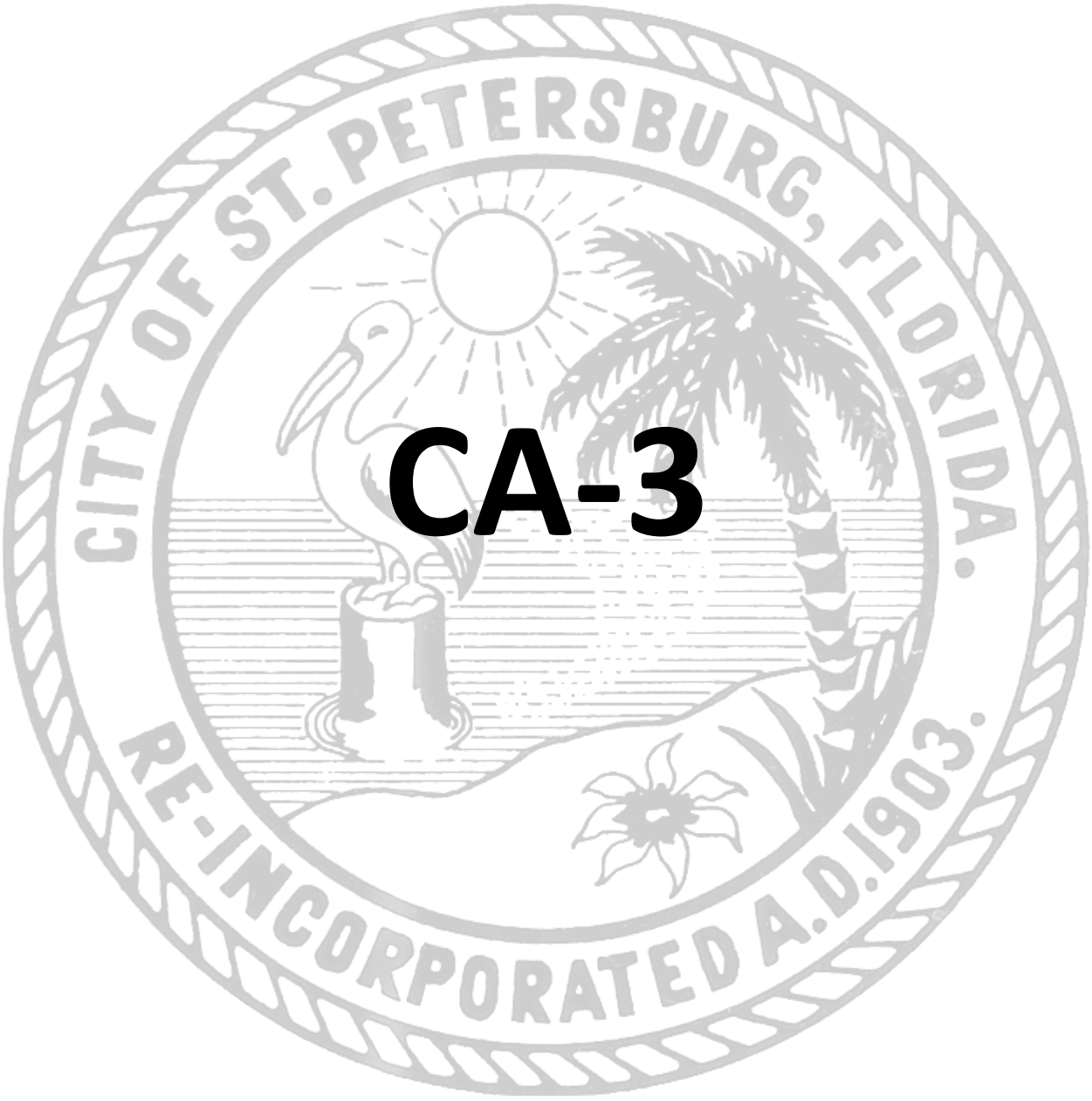
Attachments

953-48 Insurance, Dental, Febr
https://stpete1.sharepoint.com/:f:/s/

Final status: Rejected

TG	**Step 4: Rejected by**	
	Tom Greene	1/27/2025 8:12:19 AM
CG	**Step 3: Approved by**	
	Chris M. Guella	1/24/2025 11:50:06 AM
SS	**Step 2: Approved by**	
	Stephanie S. Scarbrough	1/24/2025 10:47:50 AM
PP	**Step 1: Approved by**	
	Patricia Pena	1/23/2025 12:30:30 PM
SR	**Requested by**	
	Sakha T. Reed	1/23/2025 11:01:31 AM

The following page(s) contain the backup material for Agenda Item: Approving an increase in the amount of $41,790,036.45 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 transfer in the amount of $27,300,000 from the unappropriated balance of the Disaster Short Term Financing 2024 Fund (2040) to the General Fund (0001); approving a supplemental appropriation in the amount of $27,300,000 from the increase in the unappropriated balance of the General Fund, resulting from this transfer, to the Parks and Recreation Department, Administration Division (190-1573); and providing an effective date.
Please scroll down to view the backup material.



CA-3

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 20, 2025

To: The Honorable Copley Gerdes, Chair, and Members of City Council

Subject: Approving an increase in the amount of $41,790,036.45 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 transfer in the amount of $27,300,000 from the unappropriated balance of the Disaster Short Term Financing 2024 Fund (2040) to the General Fund (0001); approving a supplemental appropriation in the amount of $27,300,000 from the increase in the unappropriated balance of the General Fund, resulting from this transfer, to the Parks and Recreation Department, Administration Division (190-1573); and providing an effective date.

Explanation: The contractors provide all labor and equipment to mobilize, remove, clean up and dispose of disaster debris caused by a natural or man-made disasters 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)..... $41,790,036.45

The original agreement was executed on January 1, 2020. On November 30, 2023, a two-year renewal was approved. On December 5, 2024, a $71,000,000 allocation increase was requested and approved by City Council. The total spend for this contract to date is $37,381,632.98. An allocation increase is needed due to the amount of debris needing to be removed caused by Hurricanes Helene and Milton.

FEMA reimbursement will be requested.

Cost/Funding/Assessment Information: Funds for a portion of the increase in allocation will be available after the approval of a transfer in the amount of $27,300,000 from the unappropriated balance of the Disaster Short Term Financing 2024 Fund (2040) to the General Fund (0001) and a supplemental appropriation in the amount of $27,300,000 from the increase in the unappropriated balance of the General Fund, resulting from this transfer, to the Parks and Recreation Department, Administration Division (190-1573). Supplemental appropriations for the balance of the increase will be brought to City Council for approval as needed.

Attachments: Resolution and Note Proceeds Tracking Sheet

Disaster Short Term Financing 2024 Fund (2040) Proceeds Usage Tracking Sheet

Department	Project Name	Fund	Amount	Project	Notes
320	Cost of Issuance	2040	$ 130,250.00	N/A	
282	Tropicana Field - General Fund portion	3001	$ 289,000.00	20927	General Funded portion of item approved by Council on 12/12/24
190	Lake Vista Rec Center Water Intrusion - Milton	3001	$ 705,000.00	20951	Went to Council on 1/9/2025 for approval
282	Global Rope Access Second Amendment (Trop)	0001	$ 56,000.00	20858	Going to CC on 2/6/25
282	Al Lang Storm Repairs - Helene	3001	$ 3,600,000.00	21003	Going to CC on 1/23/25
282	Tropicana Field Emergency Roof Replacement - Milton	3001	$ 897,000.00	20927	Going to CC on 2/6/25
282	Jamestown Roof - Milton	3001	$ 84,750.00	20926	Going to CC on 2/6/25
190	Debris Management - Tetra Tech	0001	$ 2,700,000.00	N/A	Going to CC on 2/20/25
190	Debris Management - Crowder-Gulf	0001	$ 27,300,000.00	N/A	Going to CC on 2/20/25
	Total		$ 35,762,000.00		
	Remaining Amount Available		$ 14,238,000.00		

RESOLUTION NO. ____

A RESOLUTION APPROVING AN INCREASE IN THE AMOUNT OF $41,790,036.45 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 TRANSFER IN THE AMOUNT OF $27,300,000 FROM THE UNAPPROPRIATED BALANCE OF THE DISASTER SHORT TERM FINANCING 2024 FUND (2040) TO THE GENERAL FUND (0001); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $27,300,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), RESULTING FROM THIS TRANSFER, TO THE PARKS AND RECREATION DEPARTMENT, ADMINISTRATION DIVISION (190-1573); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City entered into 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, 2020; and

WHEREAS, on November 30, 2023, a two-year renewal option to the Agreement was approved; and

WHEREAS, on December 5, 2024, City Council approved an increase in the allocation to the Agreement in the amount of $71,000,000 due to the amount of debris removal required after Hurricane Helene and Hurricane Milton; and

WHEREAS, an additional increase in the amount of $41,790,036.45 to the allocation for the Agreement is necessary to continue debris removal after Hurricane Helene and Hurricane Milton; and

WHEREAS, partial funding will be available after (i) approving a transfer in the amount of $27,300,000 from the unappropriated balance of the Disaster Short Term Financing 2024 Fund (2040) to the General Fund (0001) and (ii) a supplemental appropriation in the amount of $27,300,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from this transfer to the Parks and Recreation Department, Administration Division (190-1573); 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 $41,790,036.45 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 transfer from the unappropriated balance of the Disaster Short Term Financing 2024 Fund (2040) to the General Fund (0001) for FY25:

Disaster Short Term Financing 2024 Fund (2040)	
Transfer to: General Fund (0001)	$27,300,000

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the General Fund (0001), resulting from the above transfer, the following supplemental appropriation for FY25:

General Fund (0001)	
Parks and Recreation Department	
Administration Division (190-1573)	$27,300,000

This Resolution shall become effective immediately upon its adoption.

LEGAL: DEPARTMENT:

Shawn Michnowicz
00790719

BUDGET:

E Makofske

Approvals - gcc
Report • Printed on January 27, 2025

Approved

Important

990-30 Disaster Removal and Disposal February 20, 2025

Please edit or approve by 11:00 am, our goal is to get this up to Legal today, thank you!

Attachments

990-30 Disaster Removal and [
https://stpete1.sharepoint.com/:f:/s/

Final status: Approved

MJ **Step 4: Approved by**
Michael J. Jefferis 1/27/2025 1:17:51 PM

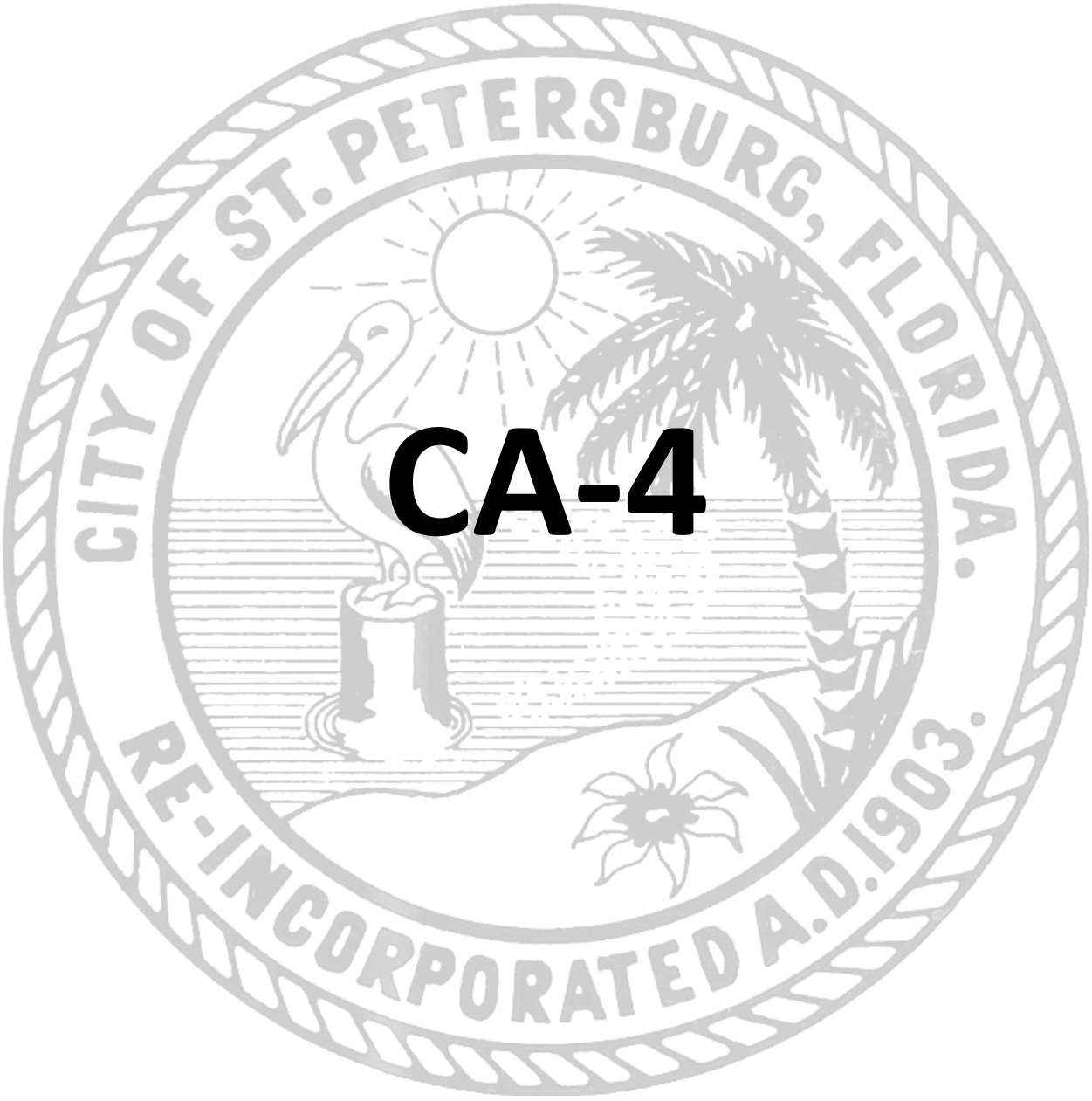
Step 3: 1 of 2 recipients approved
Richard L. Craft, Barbara L. Stalbird

SS **Step 2: Approved by**
Stephanie S. Scarbrough 1/27/2025 10:53:50 AM

LS **Step 1: Approved by**
Lance N. Stanford 1/27/2025 10:48:30 AM

CC **Requested by**
Christiaan A. Cavallaro 1/27/2025 9:49:33 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 $800,000; approving a transfer in the amount of $2,700,000 from the unappropriated balance of the Disaster Short Term Financing 2024 Fund (2040) to the General Fund (0001); approving a supplemental appropriation in the amount of $2,700,000 from the increase in the unappropriated balance of the General Fund, resulting from this transfer, 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 February 20, 2025

To: The Honorable Copley Gerdes, 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 $800,000; approving a transfer in the amount of $2,700,000 from the unappropriated balance of the Disaster Short Term Financing 2024 Fund (2040) to the General Fund (0001); approving a supplemental appropriation in the amount of $2,700,000 from the increase in the unappropriated balance of the General Fund, resulting from this transfer, 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)..... $800,000

The original agreement was executed on April 27, 2022. The total spend for this contract to date is $2,588,962.38. On December 5, 2024, a $4,600,000 allocation increase was requested and approved by City Council. 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 the increase in allocation will be available after the approval of a transfer in the amount of $2,700,000 from the unappropriated balance of the Disaster Short Term Financing 2024 Fund (2040) to the General Fund (0001) and a supplemental appropriation in the amount of $2,700,000 from the increase in the unappropriated balance of the General Fund, resulting from this transfer, to the Parks and Recreation Department, Administration Division (190-1573).

Attachments: Resolution and Note Proceeds Tracking Sheet

Disaster Short Term Financing 2024 Fund (2040) Proceeds Usage Tracking Sheet

Department	Project Name	Fund	Amount	Project	Notes
320	Cost of Issuance	2040	$ 130,250.00	N/A	
282	Tropicana Field - General Fund portion	3001	$ 289,000.00	20927	General Funded portion of item approved by Council on 12/12/24
190	Lake Vista Rec Center Water Intrusion - Milton	3001	$ 705,000.00	20951	Went to Council on 1/9/2025 for approval
282	Global Rope Access Second Amendment (Trop)	0001	$ 56,000.00	20858	Going to CC on 2/6/25
282	Al Lang Storm Repairs - Helene	3001	$ 3,600,000.00	21003	Going to CC on 1/23/25
282	Tropicana Field Emergency Roof Replacement - Milton	3001	$ 897,000.00	20927	Going to CC on 2/6/25
282	Jamestown Roof - Milton	3001	$ 84,750.00	20926	Going to CC on 2/6/25
190	Debris Management - Tetra Tech	0001	$ 2,700,000.00	N/A	Going to CC on 2/20/25
190	Debris Management - Crowder-Gulf	0001	$ 27,300,000.00	N/A	Going to CC on 2/20/25
	Total		$ 35,762,000.00		
	Remaining Amount Available		$ 14,238,000.00		

RESOLUTION NO. ____

A RESOLUTION APPROVING AN INCREASE IN THE AMOUNT OF $800,000 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 TRANSFER IN THE AMOUNT OF $2,700,000 FROM THE UNAPPROPRIATED BALANCE OF THE DISASTER SHORT TERM FINANCING 2024 FUND (2040) TO THE GENERAL FUND (0001); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $2,700,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), RESULTING FROM THIS TRANSFER, TO THE PARKS AND RECREATION DEPARTMENT, ADMINISTRATION DIVISION (190-1573); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 27, 2022, the City and TetraTech, Inc. entered into an agreement for post-disaster debris monitoring services ("Agreement") for the Parks and Recreation Department; and

WHEREAS, on December 5, 2024, City Council approved an increase in the allocation to the Agreement in the amount of $4,600,000 due to the amount of debris removal required after Hurricane Helene and Hurricane Milton; and

WHEREAS, an additional increase in the amount of $2,700,000 to the allocation for the Agreement is necessary to continue debris removal after Hurricane Helene and Hurricane Milton; and

WHEREAS, partial funding will be available after (i) approving a transfer in the amount of $2,700,000 from the unappropriated balance of the Disaster Short Term Financing 2024 Fund (2040) to the General Fund (0001) and (ii) a supplemental appropriation in the amount of $2,700,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from this transfer, to the Parks and Recreation Department, Administration Division (190-1573); 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 $800,000 to the allocation for the agreement with TetraTech, Inc., Inc. for post-disaster debris monitoring 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 transfer from the unappropriated balance of the Disaster Short Term Financing 2024 Fund (2040) to the General Fund (0001) for FY25:

Disaster Short Term Financing 2024 Fund (2040)	
Transfer to: General Fund (0001)	$2,700,000

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the General Fund (0001), resulting from the above transfer, the following supplemental appropriation for FY25:

General Fund (0001)	
Parks and Recreation Department	
Administration Division (190-1573)	$2,700,000

This Resolution shall become effective immediately upon its adoption.

LEGAL: DEPARTMENT:

Shawn Michnowicz
00790726

BUDGET:

EMakofske

Approvals - gcc
Report • Printed on January 27, 2025

Approved

Important

990-60 Post-Disaster Debris Monitoring Services February 20, 2025 - Tetra Tech

Please edit or approve by 11:00 am, our goal is to get this up to Legal today, thank you!

Attachments

990-60 Post-Disaster Debris M
https://stpete1.sharepoint.com/:f:/s/

Final status: Approved

MJ **Step 4: Approved by**
Michael J. Jefferis 1/27/2025 1:18:32 PM

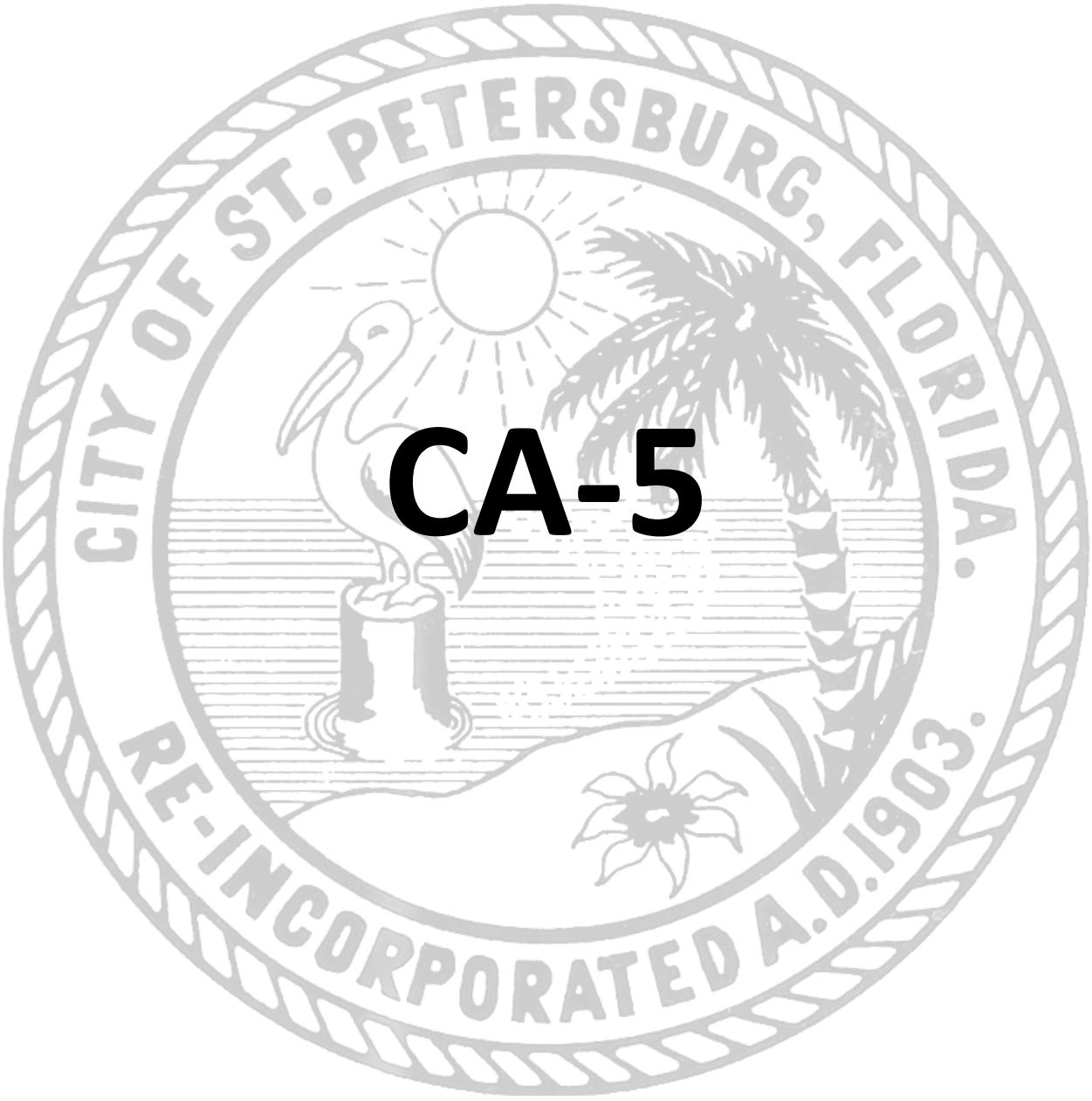
Step 3: 1 of 2 recipients approved
Barbara L. Stalbird, Richard L. Craft

SS **Step 2: Approved by**
Stephanie S. Scarbrough 1/27/2025 10:53:31 AM

LS **Step 1: Approved by**
Lance N. Stanford 1/27/2025 10:48:35 AM

CC **Requested by**
Christiaan A. Cavallaro 1/27/2025 9:57:45 AM

The following page(s) contain the backup material for Agenda Item: Little Bayou Lagoon Restoration Project
Please scroll down to view the backup material.



CA-5

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of February 20, 2025

TO: The Honorable Copley Gerdes, Chair and Members of City Council

SUBJECT:

(a) A Resolution authorizing the Mayor or his designee to accept a Grant of Bipartisan Infrastructure Law funds in the maximum reimbursement amount of $454,900 from the Tampa Bay Estuary Program ("Grant") to support the Little Bayou Lagoon Restoration Project and to execute the Tampa Bay Estuary Program ("TBEP") Bipartisan Infrastructure Law ("BIL") Grant Agreement and all documents necessary to receive the Grant; approving a supplemental appropriation in the amount of $454,900 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from these grant revenues, to the Little Bayou Lagoon Restoration Project (21017); and providing an effective date.

(b) A Resolution authorizing the Mayor or his designee to execute Task Order No. 24-05-SCS/ENV(A) to the Architect/Engineering Agreement dated March 29, 2024, as amended, between the City of St. Petersburg, Florida and Stantec Consulting Services, Inc. ("A/E") for A/E to provide data collection and analysis, a hydrodynamic modeling report, design and permitting services, and community engagement related to the Little Bayou Lagoon Restoration Project in an amount not to exceed $504,900; approving a rescission of an unencumbered appropriation in the Stormwater Drainage Capital Projects Fund (4013) in the amount of $133,600 from the Lake Improvements FY 2023 Project (19209); approving a supplemental appropriation in the amount of $133,600 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from the above rescission, to the Little Bayou Lagoon Restoration Project (21017); and providing an effective date. (ECID Project No. 25121-130; Oracle No. 21017)

EXPLANATION: Prior to discharging to Tampa Bay at Little Bayou, Little Bayou Creek enters an approximately 0.5-acre lagoon on the east side of 4th Street S, referred to as the Little Bayou lagoon. The lagoon drains through portions of the city-owned Little Bayou Preserve and connects with the estuary at Little Bayou; however, a review of historical imagery and the presence of increased sediments, water lettuce and other freshwater vegetation indicates that this lagoon acts as a sump, and tidal connection to Little Bayou has largely been lost. Site visits to downstream portions of the creek indicate that there are opportunities to re-establish tidal connections, restore flows, create habitat including intertidal wetlands, and increase the potential blue carbon sequestration between Little Bayou and lower Little Bayou Creek, including the Little Bayou lagoon. This project was selected to receive grant funds from the Tampa Bay Estuary Program's BIL funding. This grant does not have any matching funds requirements from the City.

On March 29, 2024, the City of St. Petersburg, Florida and Stantec Consulting Services, Inc. ("A/E") entered into an architect/engineering agreement for A/E to provide Miscellaneous Professional Services for Environmental Services Projects.

Task Order No. 24-05-SCS/ENV(A) in the amount of $504,900 shall provide professional engineering services including, but not limited to, data collection and analysis, a hydrodynamic modeling report, design and permitting services, and community engagement. Task Order includes a $50,000 allowance to be authorized if any unforeseen conditions are experienced while performing the work.

Task Order No. 24-05-SCS/ENV(A) includes the following phases and associated not to exceed costs respectively:

Data Collection and Analysis	$156,638.00
Hydrodynamic Modeling Report	$108,942.00
Design and Permitting	$174,496.00
Community Engagement	$ 14,824.00
Allowance	$ 50,000.00
Total	**$504,900.00**

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

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

While no additional remediation is anticipated, this does resolve any unforeseen site conditions which may exceed the allowance thresholds.

RECOMMENDATION: Administration recommends authorizing:

(a) A Resolution authorizing the Mayor or his designee to accept a Grant of Bipartisan Infrastructure Law funds in the maximum reimbursement amount of $454,900 from the Tampa Bay Estuary Program ("Grant") to support the Little Bayou Lagoon Restoration Project and to execute the Tampa Bay Estuary Program ("TBEP") Bipartisan Infrastructure Law ("BIL") Grant Agreement and all documents necessary to receive the Grant; approving a supplemental appropriation in the amount of $454,900 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from these grant revenues, to the Little Bayou Lagoon Restoration Project (21017); and providing an effective date.

(b) A Resolution authorizing the Mayor or his designee to execute Task Order No. 24-05-SCS/ENV(A) to the Architect/Engineering Agreement dated March 29, 2024, as amended, between the City of St. Petersburg, Florida and Stantec Consulting Services, Inc. ("A/E") for A/E to provide data collection and analysis, a hydrodynamic modeling report, design and permitting services, and community engagement related to the Little Bayou Lagoon Restoration Project in an amount not to exceed $504,900; approving a rescission of an unencumbered appropriation in the Stormwater Drainage Capital Projects Fund (4013) in the amount of $133,600 from the Lake Improvements FY 2023 Project (19209); approving a supplemental appropriation in the amount of $133,600 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from the above rescission, to the Little Bayou Lagoon Restoration Project (21017); and providing an effective date. (ECID Project No. 25121-130; Oracle No. 21017)

COST/FUNDING/ASSESSMENT INFORMATION: Revenues of up to $454,900 are to be received from the Tampa Bay Estuary Program and deposited into the Stormwater Drainage Capital Projects Fund (4013). Funds will be available after the approval of a rescission of an unencumbered appropriation in the Stormwater Drainage Capital Projects Fund (4013) in the amount of $133,600 from the Lake Improvements FY 2023 Project (19209) and supplemental appropriations in the total amount of $588,500 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from the above grants revenues and rescission, to the Little Bayou Lagoon Restoration Project (21017).

ATTACHMENTS: Resolution

Draft Grant Agreement
Task Order No. 24-05-SCS/ENV(A)
Map

RESOLUTION NO. 2025-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT A GRANT OF BIPARTISAN INFRASTRUCTURE LAW FUNDS IN THE MAXIMUM REIMBURSEMENT AMOUNT OF $454,900 FROM THE TAMPA BAY ESTUARY PROGRAM ("GRANT") TO SUPPORT THE LITTLE BAYOU LAGOON RESTORATION PROJECT AND TO EXECUTE THE TAMPA BAY ESTUARY PROGRAM ("TBEP") BIPARTISAN INFRASTRUCTURE LAW ("BIL") GRANT AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO RECEIVE THE GRANT; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $454,900 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE STORMWATER DRAINAGE CAPITAL PROJECTS FUND (4013), RESULTING FROM THESE GRANT REVENUES, TO THE LITTLE BAYOU LAGOON RESTORATION PROJECT (21017); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tampa Bay Estuary Program has selected the City of St. Petersburg, Florida to receive a grant of BIL funds in the maximum reimbursement amount of $454,900 ("Grant") to support the Little Bayou Lagoon Restoration Project ("Project"); and

WHEREAS, the Grant will support costs associated with data collection and analysis, hydrodynamic modeling, design and permitting and community engagement related to the Project; and

WHEREAS, the Grant does not require any local matching funds; and

WHEREAS, a supplemental appropriation in the amount of $454,900 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from these grant revenues, to the Little Bayou Lagoon Restoration Project (21017) is required.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to accept a grant of Bipartisan Infrastructure Law funds in the maximum reimbursement amount of $454,900 from the Tampa Bay Estuary Program to support the Little Bayou Lagoon Restoration Project and to execute the Tampa Bay Estuary Program ("TBEP") Bipartisan Infrastructure Law ("BIL") Grant Agreement and all other documents necessary to receive the grant.

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from these grant revenues, the following supplemental appropriation for FY25:

Stormwater Drainage Capital Projects Fund (4013)	
Little Bayou Lagoon Restoration Project (21017)	$454,900

This Resolution shall take effect immediately upon its adoption.

LEGAL:

00791063

DEPARTMENT:

BUDGET:

RESOLUTION NO. 2025-____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 24-05-SCS/ENV(A) TO THE ARCHITECT/ENGINEERING AGREEMENT DATED MARCH 29, 2024, AS AMENDED, BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND STANTEC CONSULTING SERVICES, INC. ("A/E") FOR A/E TO PROVIDE DATA COLLECTION AND ANALYSIS, A HYDRODYNAMIC MODELING REPORT, DESIGN AND PERMITTING SERVICES, AND COMMUNITY ENGAGEMENT RELATED TO THE LITTLE BAYOU LAGOON RESTORATION PROJECT IN AN AMOUNT NOT TO EXCEED $504,900; APPROVING A RESCISSION OF AN UNENCUMBERED APPROPRIATION IN THE STORMWATER DRAINAGE CAPITAL PROJECTS FUND (4013) IN THE AMOUNT OF $133,600 FROM THE LAKE IMPROVEMENTS FY 2023 PROJECT (19209); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $133,600 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE STORMWATER DRAINAGE CAPITAL PROJECTS FUND (4013), RESULTING FROM THE ABOVE RESCISSION, TO THE LITTLE BAYOU LAGOON RESTORATION PROJECT (21017); AND PROVIDING AN EFFECTIVE DATE. (ECID PROJECT NO. 25121-130; ORACLE NO. 21017)

WHEREAS, the City of St. Petersburg, Florida and Stantec Consulting Services, Inc. ("A/E") executed an architect/engineering agreement on March 29, 2024 for A/E to provide professional services on a continuing basis for work of a specified nature as outlined in the agreement related to miscellaneous Environmental Services Projects; and

WHEREAS, the architect/engineering agreement dated March 29, 2024 has been previously amended; and

WHEREAS, Administration desires to issue Task Order No. 24-05-SCS/ENV(A) for A/E to provide data collection and analysis, a hydrodynamic modeling report, design and permitting services, and community engagement related to the Little Bayou Lagoon Restoration Project in an amount not to exceed $504,900, which amount includes a $50,000 allowance; and

WHEREAS, a portion of the funding for this task order will be available after approval of (i) a rescission of an unencumbered appropriation in the Stormwater Drainage Capital Projects

Fund (4013) in the amount of $133,600 from the Lake Improvements FY 2023 Project (19209) and (ii) a supplemental appropriation in the amount of $133,600 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from the above rescission, to the Little Bayou Lagoon Restoration Project (21017).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor or his designee is hereby authorized to execute Task Order No. 24-05-SCS/ENV(A) to the architect/engineering agreement dated March 29, 2024, as amended, between the City of St. Petersburg, Florida and Stantec Consulting Services, Inc. ("A/E") for A/E to provide data collection and analysis, a hydrodynamic modeling report, design and permitting services, and community engagement related to the Little Bayou Lagoon Restoration Project in an amount not to exceed $504,900.

BE IT FURTHER RESOLVED that an unencumbered appropriation in the Stormwater Drainage Capital Projects Fund (4013) in the amount of $133,600 from the Lake Improvements FY23 Project (19209) is hereby rescinded.

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from the above recission, the following supplemental appropriation for FY25:

Stormwater Drainage Capital Projects Fund (4013)	
Little Bayou Lagoon Restoration Project (21017)	$133,600

This Resolution shall become effective immediately upon its adoption.

LEGAL:

00790977

DEPARTMENT:

BUDGET:

CONTRACTOR AGREEMENT
BETWEEN
THE TAMPA BAY ESTUARY PROGRAM
AND
THE CITY OF ST. PETERSBURG
FOR
BIPARTISAN INFRASTRUCTURE LAW – LITTLE BAYOU RESTORATION PROJECT

THIS AGREEMENT is entered into this ___ day of January, 2025 by and between the Tampa Bay Estuary Program (TBEP) and the CITY of St. Petersburg hereinafter referred to as the CITY.

W I T N E S S E T H:

WHEREAS, TBEP desires assistance for planning; design; permitting; implementation (non-construction); and/or construction support; and

WHEREAS, TBEP and the CITY have reached an understanding on the type, extent and quality of services to be rendered and the amount and method of compensation to be paid to the CITY and the law requires said agreement to be reduced to writing;

NOW, THEREFORE, in consideration of the mutual terms, covenants, representations, and conditions herein contained, the parties agree as follows:

1. Covenant for Services.

The TBEP does hereby retain CITY to perform the services identified in the Scope of Work, “Exhibit A” attached hereto, and the CITY does hereby agree to perform such services hereinafter referred to as the "PROJECT", for the TBEP upon the terms and conditions set forth in this agreement. This agreement is subject to federal regulations, including those concerning procurement contained in 2 CFR Part 200.318, in effect on the date first written above.

2. Definition, Scope, and Quality of Services.

a) CITY shall perform the services described in the Scope of Work with respect to the PROJECT as attached hereto and incorporated herein as Exhibit "A". The CITY is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports, data collections and other services furnished by the CITY under this agreement. The CITY shall consult with the TBEP during development of the PROJECT and TBEP shall be entitled to review any and all work progress of the CITY. Prior to environmental data collection or data compilation, a Quality Assurance Project Plan (QAPP) must be approved by the Environmental Protection Agency (“EPA”). If requested, environmental data collected under this agreement must be submitted to EPA. The CITY shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, specifications, reports, and other services. Once the TBEP determines that the services identified in the Scope of Work, “Exhibit A” attached hereto, have been satisfactorily performed, completed, and accepted the obligation of the CITY is considered complete. The CITY shall perform the professional services necessary to accomplish the work specified in the Scope

of Work in accordance with this agreement. TBEP will be provided thirty (30) working days to review and approve all draft work products; and CITY shall provide to the TBEP, upon completion, one (1) electronic copy of Project Reports in a format approved by the TBEP.

b) By entering into this Agreement, CITY agrees to assist TBEP in complying with its responsibilities under the current EPA General Terms and Conditions included as Exhibit "B" hereto, and specifically acknowledges and agrees to comply with CITY'S responsibilities under the following sections of Exhibit "B":

1. Introduction
6. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
7. Consultant Cap
8. Establishing and Managing Subawards
9. Management Fees
13.2. Requirement for Unique Entity Identifier
14. Reporting Subawards and Executive Compensation
20. Suspension and Debarment
22.1. Disclosing Conflict of Interests
26.2. Utilization of Disadvantaged Business Enterprises-SIX GOOD FAITH EFFORTS
26.6. Utilization of Disadvantaged Business Enterprises-MBE/WBE REPORTING
30. Acknowledgement Requirements for Non-ORD Assistance Agreements
42(a)(iv). Lobbying Restrictions
46. Build America, Buy America

c) BIL Grant Specific Programmatic Terms and Conditions are included as Exhibit "C" hereto. CITY agrees to assist TBEP in complying with its responsibilities under Exhibit "C", and specifically acknowledges and agrees to comply with CITY's responsibilities under the following sections of Exhibit "C":

B. Subaward Performance Reporting
C. Federal Funding Accountability and Transparency
H. Prohibition of Fill Activities
M. Quality Assurance Project Plan
W. Signage
X. Cybersecurity Condition
Y. Other Award Considerations

3. Project Managers.

In order to assure proper coordination and review throughout the term of this agreement, TBEP shall designate a project manager who shall be the person with whom the CITY shall communicate. The manager shall be responsible for transmitting and receiving information and will interpret and communicate all TBEP and TBEP decisions which are pertinent to this agreement to the CITY. The manager will meet with the CITY as necessary to provide guidance, as well as to review and comment on interim reports and draft submittals. The CITY will initiate no actions outside the Scope of Work, including issuance of statements and press releases, without prior written authorization from the project manager. The Project Manager for TBEP shall be Maya Burke, 263 13th Ave. South, Suite 350, St. Petersburg, Florida 33701. The CITY shall

designate Julie Vogel, whose address is 1 4th St N, MSC – 7th Floor, St. Petersburg, FL 33701with whom the TBEP project manager can coordinate and who shall have unqualified authority to act on behalf of the CITY.

4. Consideration.

a) The TBEP will make available to CITY a sum not to exceed Four Hundred Fifty-Four Thousand Nine Hundred ($454,900) Dollars.

b) The CITY shall submit completed invoices at the completion of each task defined in Exhibit A, along with a progress report to TBEP with certification that the invoices are accurate and in accordance with the terms of this agreement and the approved budget. Invoices shall be submitted for each PROJECT task and for completed work only. The TBEP shall remit to the CITY within 30 days the entire invoice amount, up to the total amount allocated for each task and upon certification by the TBEP Project Manager that it is consistent with the project budget and otherwise in accordance with the terms of this agreement.

c) The CITY shall provide TBEP with semi-annual reports (due March 31 and September 30) describing the progress of the PROJECT, adherence to the performance schedules, and any developments affecting the PROJECT. The CITY shall promptly advise the TBEP of issues that arise that may impact the successful and timely completion of the PROJECT.

d) CITY shall submit the final invoice for payment to TBEP no more than sixty (60) days after the agreement ends or is so terminated; if CITY fails to do so, all right to payment is forfeited, and TBEP will not honor any requests submitted after the aforesaid time period. The TBEP Project Manager and the TBEP may withhold any payment due under the terms of this agreement until all work products due from CITY, and necessary adjustments thereto, have been approved. The TBEP may not unreasonably withhold final payment once products have been approved.

e) Invoices requesting payment must be sent to the project manager at the following address:

Maya Burke, Assistant Director
Tampa Bay Estuary Program
263 13th Avenue S., Suite 350
St. Petersburg, Florida 33701
mburke@tbep.org

It is understood by the parties that the CITY is responsible for the appropriate expenditure of the funds provided to it by the TBEP and shall only expend such funds pursuant to the terms and conditions of this agreement and shall not utilize such funds for any other purpose.

CITY verifies that the wage rates and other factual unit costs supporting the compensation called for in this agreement are accurate, complete and current. In the event TBEP determines that the agreement price was significantly increased due to inaccurate, incomplete or non-current rates and costs, the agreement price shall be adjusted to exclude said sums.

5. Payment Limitations.

Project costs incurred prior to October 1, 2022, are not fundable under this agreement.

6. Independent Contractor Status.

CITY acknowledges that it is an independent CITY providing services contemplated pursuant to this agreement, and that it is neither an agent, employee, partner nor joint venture of or with the TBEP. No work area, supplies, telephone lines, equipment or other resources shall be supplied to the CITY by TBEP. In addition thereto, both parties acknowledge that this agreement is for their mutual benefit and is not intended to create any third party beneficiary rights or obligations. Notwithstanding any other provisions of this contract, neither EPA nor the United States is a party to this contract.

7. Federal Laws and Regulations.

a) CITY shall, prior to agreement execution, complete the Certificate Regarding Lobbying Form, ATTACHMENT 1. If a Disclosure of Lobbying Activities Form, Standard Form LLL, is required, it may be obtained from the project manager. All disclosure forms as required by the Certification Regarding Lobbying Form must be completed and returned to the project manager.

b) CITY shall, comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C., 1857(h)), Section 508 of the Clean Water Act (33 U.S.C., 1368), Executive Order 11738 and E.P.A. regulations (40 CFR, Part 3).

CITY and subcontractors, when applicable, shall:

a) Comply with all applicable provisions of 2 CFR Part 2 including but not limited to 2 CFR 200.318 and other applicable regulations;

b) Comply with the Americans with Disabilities Act of 1990, 42 USC 12101, et. seq., which prohibits discrimination against, and provides equal opportunities for individuals with disabilities, in employment, public services, and public accommodations.

c) Comply with EPA quality assurance requirements pursuant to applicable federal law prior to commencement of work.

d) Ensure that any subagreements contain the required provisions contained in EPA's General Terms and Conditions attached hereto as Exhibit "B".

e) Ensure that prior to agreement execution certify that it has not been Debarred or Suspended pursuant to Executive Order 12549, ATTACHMENT 2.

f) Comply with all provisions of EPA's General Terms and Conditions attached hereto as Exhibit "B" for all Budget and Programmatic changes.

g) Comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (3) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (4) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (5) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et. seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (6) The Americans with Disabilities Act of 1990, (42 U.S.C. 12101, et seq.), which prohibits discrimination against, and provides equal opportunities for individuals with disabilities, in employment public services, and public accommodations; (7) The requirements of any other nondiscrimination statute(s) which may apply to this agreement.

h) Ensure the use of recycled paper for all documents and data including draft, interim, and final reports developed, created and written by CITY pursuant to EPA Order 1000.25 and shall include on the bottom of the first page, "This document is printed on recycled paper".

i) Comply with all requirements of all other Federal laws, executive orders, regulations and policies governing the National Estuary Program and Bipartisan Infrastructure Law funding.

j) Comply with any applicable provisions of the Davis-Bacon Act, 40 USC 3141 - 3148 and 2 CFR 200, App.II (D).

k) Comply with any applicable federal or state requirements concerning participation in rendering services hereunder by certified minority-owned business or woman-owned business enterprises.

l) Ensure that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services will comply with the above laws and regulations.

8. Requirements of Section 287.058, Florida Statutes.

The CITY agrees:

a) To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.

b) Where applicable, to submit bills for any travel expenses in accordance with Section 112.061, Florida Statutes.

c) To provide units of deliverables, including reports, findings, and drafts as specified in this agreement and the scope of work, to be received and accepted by the project manager prior to payment.

d) To allow public access to all documents, papers, letters, or other materials that are subject to, but not exempt by, the provisions of the Federal Freedom of Information Act of 5 U.S.C. 552 and Chapter 119, Florida Statutes, and made or received by the CITY in conjunction with this agreement.

e) That any products or materials which are the subject of or are required to carry out this agreement shall be procured in accordance with the provisions of EPA regulations concerning procurement found at 2 CFR 200.318 and Section 403.7065, Florida Statutes.

9. Contract Data, Documents, Patent, and Copyrights.

All documents and data including draft, interim, and final reports developed, created or written by the CITY shall be the joint property of TBEP and the CITY. The CITY shall not use any of the data or reports developed pursuant to this agreement without the express written consent of TBEP. Further unrelated use by TBEP of the data, reports or other work product generated by the CITY pursuant to this agreement shall be at the risk of TBEP, and CITY makes no representations or warranties as to the correctness of the material when used for unrelated purposes.

If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this agreement, or in any wise connected herewith, the CITY shall refer the discovery or invention to the TBEP to determine whether patent protection will be sought in the name of the United States of America and the State of Florida. Any and all patent rights accruing under or in connection with the performance of this agreement are hereby reserved to the United States of America and the State of Florida. In the event that any books, manuals, films or other copyrightable material are produced, the CITY shall notify the TBEP and all copyrights accruing under or in connection with the performance under this agreement are hereby reserved to the United States of America and the State of Florida.

10. Audits and Records.

The CITY agrees:

a) To maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices that sufficiently and properly reflect all revenues and expenditures of funds provided by the TBEP under this agreement.

b) To assure that these records shall be subject at all reasonable times to inspection, review, audit, copy, or removal from premises by TBEP personnel and other personnel duly authorized by the TBEP, as well as by federal personnel.

c) To maintain and file with the TBEP such progress, fiscal and other reports as the TBEP may require within the period of this agreement. Such reporting requirements must be reasonable given the scope and purpose of this agreement.

d) To include these aforementioned audit and record keeping requirements in all approved subcontracts.

11. Retention of Records.

The CITY agrees:

a) To retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement for a minimum period of three (3) years after termination of this agreement or such other period of time as required by 2 CFR 200.333, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings.

b) The TBEP shall have full access to and the right to examine any of said records and documents during said retention period.

12. Public Access to Records.

The CITY acknowledges that all said documents regarding the PROJECT, as well as all of the documents, papers, letters or other material prepared and completed, made or received in conjunction with this agreement, are subject to the disclosure requirements of the Federal Freedom of Information Act of 5 U.S.C. 552 and Chapter 119, Florida Statutes, unless exempt thereby, and shall be maintained and made available to the public at the CITY's custodial address, to-wit: 1 4th St N, MSC – 7th Floor, St. Petersburg, FL 33701. Refusal by the CITY to allow such public access shall be grounds for unilateral cancellation of this agreement by the TBEP.

13. Period of Agreement.
This agreement shall begin on October 1, 2022 and end on September 30, 2027, inclusive.

14. Indemnification.

The CITY and TBEP shall be responsible for their respective employees' acts of negligence when such employees are acting within the scope of their employment, and shall only be liable for any damages resulting from said negligence to the extent permitted by Section 768.28. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by either party to be sued by third parties in any manner arising out this AGREEMENT or contracts related thereto.

15. Members Liability.

No covenant, stipulation, obligation, or agreement contained herein shall be deemed to be a covenant, stipulation, obligation, or agreement of any present or future member of the governing body or agent or employee of the CITY, TBEP or the TBEP Policy Board, nor any official executing this agreement shall be liable personally or be subject to any accountability for reasons of execution by the CITY or TBEP of this agreement or any act pertaining thereto.

16. Termination.

a) Termination at will

This agreement may be terminated by either party upon no less than fifteen (15)

calendar days' notice without cause. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

b) Termination because of Lack of Funds

In the event funds to finance this agreement become unavailable, the TBEP may terminate the agreement upon no less than seventy-two (72) hours' notice in writing to the CITY. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The TBEP shall be the final authority as to the availability of funds.

c) Termination for Breach

Unless the CITY'S breach is waived by the TBEP in writing, the TBEP may, by written notice to the CITY, terminate this agreement for breach of the agreement by the CITY upon no less than seventy-two (72) hours' notice to CONTACTOR. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver of breach of any provisions of this agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this agreement. The provisions herein do not limit the TBEP's right to remedies at law or to damages.

d) Termination at End of Agreement

See paragraph 2c, supra.

In the event this agreement is terminated by TBEP under a through c supra, all payments due either party on the effective day of termination, pursuant to the provisions of this Agreement shall be reconciled within sixty (60) days of the effective date of termination.

17. Suspension.

a) Reasonable Cause

The TBEP may, for reasonable cause, temporarily suspend the use of funds by the CITY pending corrective action or pending a decision of terminating the agreement. Reasonable cause is such cause as would compel a reasonable person to suspend the use of funds pursuant to this agreement; it includes, but is not limited to, the CITY'S failure to permit inspection of records, or to provide reports, or to rectify deficiencies noted by the TBEP within the time specified by the TBEP, or to utilize funds as agreed in this agreement, or such other cause as might constitute breach of any of the terms of this agreement.

b) The TBEP may prohibit the CITY from receiving further payments and may prohibit the CITY from incurring additional obligations of funds. The suspension may apply to any part, or to all of the CITY'S obligations.

c) To suspend operations of the CITY, the TBEP will notify the CITY in writing by Certified Mail of: the action taken, the reason(s) for such action; and the conditions of the suspension. The notification will also indicate: what corrective actions are necessary to remove the suspension.

18. Availability of Funds.

The performance by TBEP under this agreement shall be subject to and contingent upon the availability of moneys lawfully appropriated and applicable for the purposes of this agreement.

19. Modification of Agreement.

This agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this agreement.

20. Assignment.

This agreement may not be assigned by either party without the expressed written consent of the other. The parties each bind itself, its successors, assigns, and legal representatives to the other party hereto and to the successors, assigns, and legal representatives of such other party in respect to all covenants, agreements, and obligations contained herein.

21. Subcontractors.

The CITY shall not subcontract any portion of the work required by this agreement without the written consent of TBEP. The CITY shall ensure that all subcontractors comply with the terms of this Agreement including, but not limited to, sections 7, 8, 10, 11, 12 and Exhibit B.

22. Covenant Against Contingent Fees.

The CITY assures that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CITY for the purpose of securing business. For breach or violation of this assurance, the TBEP shall have the right to annul this agreement without liability or, at its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

23. Gratuities.

(a) If the TBEP finds after a notice and hearing, that the CITY or any of the CITY'S agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the TBEP may, by written notice to the CITY, terminate this agreement.

(b) In the event this agreement is terminated as provided in paragraph (a), the TBEP may pursue all remedies against the CITY available to it at law or in equity, including, but not limited to the remedies it could pursue in the event of a breach of this agreement by the CITY.

24. Notices.

All notices and other communications received or permitted to be given under the agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, via email, or mailed certified mail, return receipt requested, postage prepaid on the date posted and addressed to the appropriate party at the following address or such other address as may be given to the parties:

a) Julie Vogel
1 4th St N
MSC – 7th Floor
St. Petersburg, FL 33701
Julie.Vogel@stpete.org

b) Maya Burke, Assistant Director
Tampa Bay Estuary Program
263 13th Avenue S., Suite 350
St. Petersburg, Florida 33701
mburke@tbep.org

25. Waiver of Breach.

A waiver by either party of any breach of violation of any provision of this agreement shall not operate, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.

26. Governing Laws.

Nothing in this agreement shall be effective if contrary to Federal or Statutory authority.

This agreement and the rights and obligations of the parties hereto shall be governed and construed according to the laws of the State of Florida. Venue for any legal action brought hereunder shall be in Pinellas County, Florida.

27. Specific Grant Information:

2 CFR 200.331(a)(1) requires certain specific information to be included in this agreement. Such information is as follows:

a) Subrecipient name: City of St. Petersburg
b) Subrecipient's unique entity identifier: 59-6000424
c) Federal Award Identification Number (FAIN): 02D41923
d) Federal Award Date of award to the recipient by the Federal agency: 10/01/2022
e) Subaward Period of Performance Start and End Date: 10/01/2022- 09/30/2027
f) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: $454,900.00
g) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation: $454,900.00

h) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity; $454,900.00

i) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): This action approves an award in the amount of $1,819,600 to Tampa Bay Estuary Program (TBEP) to invest in natural infrastructure stormwater retrofits that better serve these communities, and the broader set of ecological functions that unmodified tidal tributary systems and shorelines typically elicit in Southwest Florida estuaries (e.g., enhanced nutrient attenuation, carbon sequestration, and fish and wildlife habitat). In doing so, increased social and ecological resilience to future climate change vulnerabilities for these coastal communities and systems will result. This agreement is supported by funding provided under the Infrastructure Investment and Jobs Act (IIJA) (PL 117-58. This project aims to invest in natural infrastructure stormwater retrofits that better serve these communities, and the broader set of ecological functions that unmodified tidal tributary systems and shorelines typically elicit in Southwest Florida estuaries (e.g., enhanced nutrient attenuation, carbon sequestration, and fish and wildlife habitat). In doing so, increased social and ecological resilience to future climate change vulnerabilities for these coastal communities and systems will result. Tampa Bay Estuary Program - outputs and deliverables TBEP BIL funds will primarily be used to support design and permitting for partner projects that will enhance flood resiliency within tidal creek watersheds inclusive of underserved/frontline communities. Further, design elements utilizing TBEP BIL funds are targeted towards nature-based components that further implement the 2020 Habitat Master Plan. Education and outreach to the surrounding communities on overall project benefits is also targeted for the Joe's Creek, Little Bayou, Gap Creek and Archie Creek projects. TBEP intends to enter into separate contract agreements with the 4 primary project partners to further delineate the scope, tasks, milestones and budget for each project. The citizens of Florida will be the intended beneficiaries.

j) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:

Federal Awarding Agency: U.S. Environmental Protection Agency, Region 4

Pass-Through Entity: Tampa Bay Estuary Program

Contact Information for the Awarding Official of the Pass-Through Entity: Maya Burke, Assistant Director, 263 13th Avenue South, Saint Petersburg, FL 33701; 727-893-2765; mburke@tbep.org

k) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement:

CFDA Number: 66.456

CFDA Name: National Estuary Program

Total Dollar Amount Available Under this Federal Award: $1,819,600.00

l) Identification of whether the award is R&D: No

m) Indirect cost rate for the Federal award: None.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed, as of the day and year first above-mentioned.

Tampa Bay Estuary Program

BY: _____

_____
Ed Sherwood, Executive Director

ATTEST: _____

Federal Employer I.D. Number: 59-3501959

BY: CITY OF ST. PETERSBURG (SEAL)

_____
(Printed Name and Officer Title)

ATTEST: _____
(CITY CLERK)

Federal Employer I.D. Number: 59-6000424

Approved as to Form and Content:

_____
CITY Attorney (designee)

EXHIBIT "A"
LITTLE BAYOU HABITAT RESTORATION PROJECT
Scope of Work

CITY PROJECT #25121-130

PROJECT SUMMARY: Prior to discharging to Tampa Bay at Little Bayou, Little Bayou Creek enters an approximately 0.5-acre lagoon on the east side of 4th Street S, referred to as the Little Bayou lagoon. The lagoon drains through portions of the CITY-owned Little Bayou Preserve and connects with the estuary at Little Bayou; however, a review of historical imagery and the presence of increased sediments, water lettuce and other freshwater vegetation indicates that this lagoon acts as a sump, and tidal connection to Little Bayou has largely been lost. Site visits to downstream portions of the creek indicate that there are opportunities to re-establish tidal connections, restore flows, create habitat including intertidal wetlands, and increase the potential blue carbon sequestration between Little Bayou and lower Little Bayou Creek, including the Little Bayou lagoon.

TASK 1: DATA COLLECTION AND ANALYSIS
Description: The CITY has begun the planning process to conduct a systematic sampling program to collect empirical water quality data throughout Bayou Creek as well as the receiving waters in Little Bayou. The CITY will contract qualified firm(s) (hereto referred to as the "A/E") to work in tandem with this ancillary effort to support restoration activities to re-establish tidal connections to Little Bayou lagoon. By performing an existing conditions assessment, the A/E will develop conceptual design alternatives and habitat restoration plans within the lagoon and lower Bayou Creek that will support the estuarine ecosystems of the tidally connected areas for the benefit of wildlife and water flows, and to enhance recreational and educational activities for the local community. Upon written approval from The CITY and its project partner, the TBEP, the A/E will work to update and refine this scope of work, as the systematic sampling program is conducted, to attain final design and permitting of a restoration project(s).

1.1 – Existing Conditions Study
The A/E will provide the baseline conditions for feasibility analysis and conceptualization of proposed projects that produce the most effective benefits within the Little Bayou lagoonal project area. The assessment will consider sea level rise and include GIS analyses of historic land cover, hydrologic connectivity, and invasive species presence; field reconnaissance to identify potential habitat creation areas, delineate wetland areas, topobathymetric surveys of the creek channel and lagoon, sediment sampling/probes to determine characteristics of possible muck layers in the lagoon, and recommend hydraulic/hydrodynamic modeling to evaluate tidal habitat creation, invasive vegetation response, scour, sedimentation and shoreline and channel improvement opportunities. A technical memo will be provided to the CITY summarizing the existing conditions.

1.2 – Conceptual Design Feasibility
The A/E will identify and assess up to two (2) potential conceptual designs for the lagoon that may be used to guide future project implementation. A pedestrian bridge, which crosses Bayou Creek within Little Bayou Preserve, is being designed and implemented under a separate CITY project. Using design details and data provided by the CITY, the conceptual designs will

incorporate placement of this bridge in proposed project options. Additionally, opportunities to improve upstream areas within the creek will be explored to where CITY-owned property or easement allows. The feasibility of conceptual projects within the overall Little Bayou Creek project area will be assessed according to factors such as: timelines, secondary benefits (e.g., educational, economic, recreational), environmental benefits (e.g., habitat, species, water quantity), water quality benefits (e.g., nutrient load reductions), public support, grant eligibility, permitting constraints, utilities, constructability, easement/access, etc. The conceptual designs will include a conceptual level Engineer's opinion of probable costs.

1.3 – Blue Carbon Sequestration and Assessment

The A/E will evaluate the potential for blue carbon sequestration within the restoration area(s) relative to tidal wetland conversions anticipated under preliminary conceptual designs. The Task will include an evaluation of Ecosystem Services using the Millenium Ecosystem Assessment Framework and will leverage existing data and resources developed under the Tampa Bay Blue Carbon Assessment Project completed in 2016, and any relevant regional studies conducted since its completion. This task includes a Blue Carbon Sequestration and Ecosystem Services Technical Memo based on the final proposed design and will include an estimate of the ecosystem services and carbon sequestration benefits that are achievable once the project(s) is constructed.

Budget: $156,638

Milestone: August 15, 2025

Deliverables: Summary of task effort included in semi-annual progress reports; Technical Memo summarizing existing conditions; Conceptual designs with conceptual level Engineer's opinion of probable costs; Blue Carbon Sequestration Technical Memo

TASK 2: HYDRODYNAMIC MODELING REPORT

Description: Based on the technical memo and recommendations made under Task 1, a detailed hydraulic/hydrodynamic model will be developed by the A/E for the proposed restoration area(s). Additional geotechnical surveys, including borings, will be completed for the restoration area(s).

2.1 – Hydrodynamic Modeling

A detailed hydraulic/hydrodynamic numerical model will be developed to describe water levels, velocities, and residence times at a scale and resolution that will improve upon field observations and notes. The coastal model will be developed using a commercially available process-based numerical modeling system (such as Delft3D, or equivalent) that has the ability to test a number of historical and/or anticipated events, as well as a variety of potential solutions or modifications to the system for improving tidal circulation, while potentially reducing the flooding risk to the associated areas. The numerical model will be calibrated and validated with available water levels and current velocities from existing datasets as well as data collected via the deployment of up to two (2) Acoustic Doppler Current Profilers (ADCPs) in lower Bayou Creek and Little Bayou for a period of approximately four (4) weeks. Model runs will consider the conceptual plans developed in Task 1, including the CITY's planned pedestrian bridge connecting the adjacent Little Bayou Park to 4th St. S. A final version of the model parameters and associated files necessary for continued future usage by the CITY will be provided by the A/E.

Additionally, A/E will examine possible changes to upstream flows resulting from potential design changes to creek morphology or in-stream habitats where CITY-owned property or easement allows, and/or potential BMPs found within the CITY's Stormwater Master Plan.

Budget: $108,942

Milestone: February 15, 2026

Deliverables: Summary of task effort included in semi-annual progress reports; Hydrodynamic model

TASK 3: DESIGN AND PERMITTING

Description:

3.1 – Regulatory Agencies Pre-Permitting Coordination

The A/E will coordinate, prepare for, and attend one (1) pre-permitting meeting with federal and state regulatory agencies to discuss project objectives, goals, and constraints, and the environmental resource permit application timing and other potential agency concerns. Meetings will be scheduled with USACE and FDEP (or South Florida Water Management District [SWFWMD]). Participation by commenting agencies such as NOAA National Marine Fisheries Service, US Fish and Wildlife Service and Florida Fish and Wildlife Conservation Commission; as well as the City's partner organization Tampa Bay Estuary Program, will be encouraged. The goal of the meeting is to confirm understanding and agreements regarding the project permitting approach for the environmental and engineering components of the application process. Actual meeting/conference call times/dates will be scheduled based on CITY and regulatory agency staff availability. Permitting pre-application meeting minutes from the A/E will be provided to the CITY in PDF form.

3.2 – Detailed Design and Permit Applications

The A/E will complete the detailed (60%) design of the final conceptual design supported by project partners and community stakeholders. A/E will use the detailed design plans to develop and submit Environmental Resource Permit (ERP) applications. Two (2) copies of the draft permit application packages will be submitted with the detailed design plans to the CITY for review and comment. Based on the comments received, A/E's team will finalize the permit applications, and upon written approval from the CITY and its partner organization, will submit to the appropriate regulatory agencies. The A/E will provide responses for up to two completeness summaries (i.e., requests for additional information) for each permit application. Appropriate changes to the design documents will be made following review and approval by CITY staff.

The CITY and the A/E will continue to meet with regulatory agencies during up to two (2) post-submittal agency meetings, to ensure the final permitting process is completed.

3.2 – Final (100%) Construction Design

Incorporating the comments provided by the CITY, Tampa Bay Estuary Program, and community stakeholders on the conceptual plans, the A/E team will work towards final construction plans

necessary for environmental resource permitting of the project(s). The A/E will provide design sheets with technical specifications and an Engineers Opinion of Probable Costs. Plan sets will minimally include the following:

• Cover sheet with Location Map;
• Estimated Quantities with General Notes;
• Plan views of proposed improvements;
• Grading Plan with associated cross sections;
• Planting Plan; and,
• Detail Sheet(s) (if applicable).

The A/E will prepare the plan sets to a professional industry standard of care. Construction plans will include all provided property lines, topographical features, and existing facilities sufficient to evaluate the project. Construction plans will be on plan sheets 22“x34’ in size. Drawings will meet the statutory requirements for plans filed for public record. The Professional Engineer in responsible charge for the design of the project will affix to the cover sheet of the final construction plans the engineer’s name, signature, and registration number as a Professional Engineer in the State of Florida, in accordance with state law governing Professional Engineers.

Budget: $ 174,496

Milestone: September 15, 2027

Deliverables: Summary of task effort included in semi-annual progress reports; Pre-permitting meeting minutes; Final construction plans signed and sealed; Complete Federal and State permit application packages; RAI documents including updated plans

TASK 4: COMMUNITY ENGAGEMENT

Description: The CITY alongside its partner organization, the TBEP, will conduct community engagement events to educate the community surrounding Little Bayou creek and lagoon on current issues and ongoing restoration efforts, as well as to involve the community in the overall planning and design of the Little Bayou Restoration Project(s).

4.1– Community Meetings

The A/E will provide an overview of relevant Task 1 activities at neighborhood associations and/or other existing community meetings to update the community on conceptual design development. At these meetings, residents will be asked to provide input on how they currently interact with the Little Bayou Park and surrounding habitat and what their priorities are for habitat restoration moving forward. A minimum of two public meetings (one virtually and one in-person) will be conducted to garner community feedback. These meetings will be intended to communicate project activities within the tidally connected areas including the lagoon and adjacent section of Little Bayou Preserve. Copies of meeting agendas, presentations, sign-in sheets, and meeting summaries will be provided by the A/E to the CITY.

4.2 – Educational Materials and Interpretative Signage

In support of the implementation of project activities, the CITY and its partner organization(s) will work to develop educational signage and other materials to highlight the importance of habitat restoration and water resources adjacent to the project area. Final educational material templates including for weather-resistant outdoor interpretive signage, citizen handouts, and other templates as needed will be provided by the A/E.

Budget: $ 14,824

Milestone: September 15, 2027

Deliverables: Semi-annual progress reports; Community meeting records including minutes; Educational material(s) templates

Project Timeline:

TASK	DESCRIPTION OF MILESTONE	ESTIMATED DATE COMPLETED
1	Data Collection and Analysis	August 2025
2	Hydrodynamic Modeling Report	February 2026
3	Design and Permitting	September 2027
4	Community Engagement	September 2027

Project Budget:

TASK	TASK DESCRIPTION	AMOUNT
1	Data Collection and Analysis	$156,638
2	Hydrodynamic Modeling Report	$108,942
3	Design and Permitting	$174,496
4	Community Engagement	$14,824
	TOTAL	**$454,900**

EXHIBIT “B”
EPA General Terms and Conditions

[INSERT]

EPA General Terms and Conditions Effective October 1, 2022

1. Introduction

(a) The recipient and any sub-recipient must comply with the applicable EPA general terms and conditions outlined below. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions, and restrictions reflected on the official assistance award document. Recipients **must** review their official award document for additional administrative and programmatic requirements. Failure to comply with the general terms and conditions outlined below and those directly reflected on the official assistance award document may result in enforcement actions as outlined in 2 CFR 200.339 and 200.340.

(b) If the EPA General Terms and Conditions have been revised, EPA will update the terms and conditions when it provides additional funding (incremental or supplemental) prior to the end of the period of performance of this agreement. The recipient must comply with the revised terms and conditions after the effective date of the EPA action that leads to the revision. Revised terms and conditions do not apply to the recipient's expenditures of EPA funds or activities the recipient carries out prior to the effective date of the EPA action. EPA will inform the recipient of revised terms and conditions in the action adding additional funds.

2. Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards

This award is subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; Title 2 CFR, Parts 200 and 1500. 2 CFR 1500.2, Adoption of 2 CFR Part 200, states the Environmental Protection Agency adopts the Office of Management and Budget (OMB) guidance Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to Non-Federal Entities (subparts A through F of 2 CFR Part 200), as supplemented by 2 CFR Part 1500, as the Environmental Protection Agency (EPA) policies and procedures for financial assistance administration. 2 CFR Part 1500 satisfies the requirements of 2 CFR 200.110(a) and gives regulatory effect to the OMB guidance as supplemented by 2 CFR Part 1500. This award is also subject to applicable requirements contained in EPA programmatic regulations located in 40 CFR Chapter 1 Subchapter B.

2.1. Effective Date and Incremental or Supplemental Funding. Consistent with the OMB Frequently Asked Questions at https://cfo.gov/cofar on Effective Date and Incremental Funding, any new funding through an amendment (supplemental or incremental) on or after December 26, 2014, and any unobligated balances (defined at 2 CFR 200.1) remaining on the award at the time of the amendment, will be subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements (2 CFR Parts 200 and 1500).

3. Termination

Consistent with 2 CFR 200.340, EPA may unilaterally terminate this award in whole or in part:

a. if a recipient fails to comply with the terms and conditions of the award including statutory or regulatory requirements; or

b. if the award no longer effectuates the program goals or agency priorities. Situations in which EPA may terminate an award under this provision include when:

(i) EPA obtains evidence that was not considered in making the award that reveals that specific award objective(s) are ineffective at achieving program goals and EPA determines that it is in the government's interest to terminate the award;

(ii) EPA obtains evidence that was not considered in making the award that causes EPA to significantly question the feasibility of the intended objective(s) of the award and EPA determines that it is in the government's interest to terminate the award;

(iii) EPA determines that the objectives of the award are no longer consistent with funding priorities for achieving program goals.

Financial Information

4. Reimbursement Limitation

EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as reflected on the award document. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk. See 2 CFR 1500.9.

5. Automated Standard Application Payments (ASAP) and Proper Payment Draw Down

Electronic Payments. Recipients must be enrolled or enroll in the Automated Standard Application for Payments (ASAP) system to receive payments under EPA financial assistance agreements unless:

- EPA grants a recipient-specific exception;
- The assistance program has received a waiver from this requirement;
- The recipient is exempt from this requirement under 31 CFR 208.4; or,
- The recipient is a fellowship recipient pursuant to 40 CFR Part 46.

EPA will not make payments to recipients until the ASAP enrollment requirement is met unless the recipients fall under one of the above categories. Recipients may request exceptions using the procedures below but only EPA programs may obtain waivers.
To enroll in ASAP, complete the ASAP Initiate Enrollment Form located at:
https://www.epa.gov/financial/forms and email it to rtpfc-grants@epa.gov or mail it to:

US Environmental Protection Agency
RTP-Finance Center (Mail Code AA216-01)
4930 Page Rd.
Durham, NC 27711

Under this payment mechanism, the recipient initiates an electronic payment request online via ASAP, which is approved or rejected based on the amount of available funds authorized by EPA in the recipient's ASAP account. Approved payments are credited to the account at the financial institution of the recipient organization set up by the recipient during the ASAP enrollment process. Additional information concerning ASAP and enrollment can be obtained by contacting the EPA Research Triangle Park Finance Center (RTPFC), at rtpfc-grants@epa.gov or 919-541-5347, or by visiting: https://www.fiscal.treasury.gov/asap/.

EPA will grant exceptions to the ASAP enrollment requirement only in situations in which the recipient demonstrates to EPA that receiving payment via ASAP places an undue administrative or financial management burden on the recipient or EPA determines that granting the waiver is in the public interest. Recipients may request an exception to the requirement by following the procedures specified in RAIN-2018-G06-R.

Proper Payment Drawdown (for recipients other than states)

a. As required by 2 CFR 200.305(b), the recipient must draw funds from ASAP only for the minimum amounts needed for actual and immediate cash requirements to pay employees, contractors, subrecipients or to satisfy other obligations for allowable costs under this assistance agreement. The timing and amounts of the drawdowns must be as close as administratively feasible to actual disbursements of EPA funds. Disbursement within 5 business days of drawdown will comply with this requirement and the recipient agrees to meet this standard when performing this award.

b. Recipients may not retain more than 5% of the amount drawn down, or $1,000 whichever is less, 5 business days after drawdown to materially comply with the standard. Any EPA funds subject to this paragraph that remain undisbursed after 5 business days must be fully disbursed within 15 business days of draw down or be returned to EPA.

c. If the recipient draws down EPA funds in excess of that allowed by paragraph b., the recipient must contact rtpfc-grants@epa.gov for instructions on whether to return the funds to EPA. Recipients must comply with the requirements at 2 CFR 200.305(b)(8) and (9) regarding depositing advances of Federal funds in interest bearing accounts.

d. Returning Funds: Pay.gov is the preferred mechanism to return funds. It is free, secure, paperless, expedient, and does not require the recipient/vendor to create an account. Contact RTPFC-Grants at rtpfc-grants@epa.gov to obtain complete instructions. Additional information is available at the Pay.gov website: (https://www.pay.gov/public/home). Information on how to repay EPA via check is available at https://www.epa.gov/financial/makepayment. Instructions on how to return funds to EPA electronically via ASAP are available at https://www.fiscal.treasury.gov/asap/.

e. Failure on the part of the recipient to materially comply with this condition may, in addition to EPA recovery of the un-disbursed portions of the drawn down funds, lead to changing the payment method from advance payment to a reimbursable basis. EPA may also take other remedies for noncompliance under 2 CFR 200.208 and/or 2 CFR 200.339.

f. If the recipient believes that there are extraordinary circumstances that prevent it from complying with the 5-business day disbursement requirement throughout the performance period of this agreement, recipients may request an exception to the requirement by following the procedures specified in RAIN-2018-G06-R. EPA will grant exceptions to the 5-business day disbursement requirement only if the recipient demonstrates that compliance places an undue administrative or financial management burden or EPA determines that granting the exception is in the public interest.

Proper Payment Drawdown for State Recipients

In accordance with 2 CFR 200.305(a), payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 CFR Part 205, Subparts A and B and Treasury Financial Manual (TFM) 4A-2000, "Overall Disbursing Rules for All Federal Agencies" unless a program specific regulation (e.g. 40 CFR 35.3160 or 40 CFR 35.3560) provides otherwise. Pursuant to 31 CFR Part 205, Subpart A—*Rules Applicable to Federal Assistance Programs Included in a Treasury-State Agreement*, States follow their Treasury-State CMIA Agreement for major Federal programs listed in the agreement. For those programs not listed as major in the Treasury-State agreement, the State follows the default procedures in 31 CFR Part 205, Subpart B—Rules Applicable to Federal Assistance Programs Not Included in a Treasury-State Agreement, which directs State recipients to draw-down and disburse Federal financial assistance funds in anticipation of immediate cash needs of the State for work under the award. States must comply with 2 CFR 200.302(a) in reconciling costs incurred and charged to EPA financial assistance agreements at time of close out unless a program specific regulation provides otherwise.

Selected Items of Cost

6. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020.

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
(1) Procure or obtain, extend or renew a contract to procure or obtain;
(2) Enter into a contract (or extend or renew a contract) to procure; or
(3) Obtain the equipment, services, or systems.

Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list.

7. Consultant Cap

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Information on how to calculate the maximum daily rate and the daily pay limitation is available at the Office Of Personnel Management's Fact Sheet: How to Compute Rates of Pay and Fact Sheet: Expert and Consultant Pay. Specifically, to determine the maximum daily rate, follow these steps:

1. Divide the Level IV salary by 2087 to determine the hourly rate. Rates must be rounded to the nearest cent, counting one-half cent and over as the next higher cent (e.g., round $18.845 to $18.85).
2. Multiply the hourly rate by 8 hours. The product is the maximum daily rate.

Contracts and subcontracts with firms for services that are awarded using the procurement requirements in Subpart D of 2 CFR Part 200 are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.10.

8. Establishing and Managing Subawards

If the recipient chooses to pass funds from this assistance agreement to other entities, the recipient must comply with applicable provisions of 2 CFR Part 200 and the EPA Subaward Policy, which may be found at: https://www.epa.gov/grants/grants-policy-issuance-gpi-16-01-epa-subaward-policy-epa-assistance-agreement-recipients.

As a pass-through entity, the recipient agrees to:

1. Be responsible for selecting subrecipients and as appropriate conducting subaward competitions using a system for properly differentiating between subrecipients and procurement contractors under the standards at 2 CFR 200.331 and EPA's supplemental guidance in Appendix A of the EPA Subaward Policy.

(a) For-profit organizations and individual consultants, in almost all cases, are not eligible subrecipients under EPA financial assistance programs and the pass-through entity must obtain prior written approval from EPA's Award Official for subawards to these entities unless the EPA-approved budget and work plan for this agreement contain a precise description of such subawards.

(b) Stipends and travel assistance for trainees (including interns) and similar individuals who are not are not employees of the pass-through entity must be classified as participant support costs rather than subawards as provided in 2 CFR 200.1 *Participant support costs*, 2 CFR 200.1 *Subaward*, and EPA's Guidance on Participant Support Costs.

(c) Subsidies, rebates and similar payments to participants in EPA funded programs to encourage environmental stewardship are also classified as *Participant support costs* as provided in 2 CFR 1500.1 and EPA's Guidance on Participant Support Costs.

2. Establish and follow a system that ensures all subaward agreements are in writing and contain all of the elements required by 2 CFR 200.332(a). EPA has developed a template for subaward agreements that is available in Appendix D of the EPA Subaward Policy.

3. Prior to making subawards, ensure that each subrecipient has a "Unique Entity Identifier (UEI)." The UEI is required by 2 CFR Part 25 and 2 CFR 200.332(a)(1). Subrecipients are not required to complete full System for Award Management (SAM) registration to obtain a UEI. Information regarding obtaining a UEI is available at the SAM Internet site: https://www.sam.gov/SAM/ and in EPA's General Term and Condition "**System for Award Management and Universal Identifier Requirements"** of the pass-through entity's agreement with the EPA.

4. Ensure that subrecipients are aware that they are subject to the same requirements as those that apply to the pass-through entity's EPA award as required by 2 CFR 200.332(a)(2). These requirements include, among others:

(a) Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.

(b) Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in the General Condition pass-through entity's agreement with EPA entitled **"Reporting Subawards and Executive Compensation."**

(c) Limitations on individual consultant fees as set forth in 2 CFR 1500.10 and the General Condition of the pass-through entity's agreement with EPA entitled **"Consultant Fee Cap."**

(d) EPA's prohibition on paying management fees as set forth in General Condition of the pass-through entity's agreement with EPA entitled "**Management Fees**."

(e) The Procurement Standards in 2 CFR Part 200 including those requiring competition when the subrecipient acquires goods and services from contractors (including consultants).

EPA provides general information on other statutes, regulations and Executive Orders on the Grants internet site at www.epa.gov/grants. Many Federal requirements are agreement or program specific and EPA encourages pass-through entities to review the terms of their assistance agreement carefully and consult with their EPA Project Officer for advice if necessary.

5. Ensure, for states and other public recipients, that subawards are not conditioned in a manner that would disadvantage applicants for subawards based on their religious character.

6. Establish and follow a system for evaluating subrecipient risks of noncompliance with Federal statutes, regulations and the terms and conditions of the subaward as required by 2 CFR 200.332(b) and document the evaluation. Risk factors may include:

Prior experience with same or similar subawards;

(a) Results of previous audits;

(b) Whether new or substantially changed personnel or systems, and;

(c) Extent and results of Federal awarding agency or the pass-through entity's monitoring.

7. Establish and follow a process for deciding whether to impose additional requirements on subrecipients based on risk factors as required by 2 CFR 200.332(c). Examples of additional requirements authorized by 2 CFR 200.208 include:

(a) Requiring payments as reimbursements rather than advance payments;

(b) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;

(c) Requiring additional, more detailed financial reports;

(d) Requiring additional project monitoring;

(e) Requiring the non-Federal entity to obtain technical or management assistance,and

(f) Establishing additional prior approvals.

8. Establish and follow a system for monitoring subrecipient performance that includes the elements required by 2 CFR 200.332(d) and report the results of the monitoring in performance reports as provided in the reporting terms and conditions of this agreement.

9. Establish and maintain an accounting system which ensures compliance with the $25,000 limitation at 2 CFR 200.1, *Modified Total Direct Costs*, if applicable, on including subaward costs in *Modified Total Direct Costs* for the purposes of distributing indirect costs. Recipients with Federally approved indirect cost rates that use a different basis for distributing indirect costs to subawards must comply with their Indirect Cost Rate Agreement.

10. Work with EPA's Project Officer to obtain the written consent of EPA's Office of International and Tribal Affairs (OITA), prior to awarding a subaward to a foreign or international organization, or a subaward to be performed in a foreign country even if that subaward is described in a proposed scope of work.

11. Obtain written approval from EPA's Award Official for any subawards that are not described in the approved work plan in accordance with 2 CFR 200.308.

12. Obtain the written approval of EPA's Award Official prior to awarding a subaward to an individual if the EPA-approved scope of work does not include a description of subawards to individuals.

13. Establish and follow written procedures under 2 CFR 200.302(b)(7) for determining that subaward costs are allowable in accordance with 2 CFR Part 200, Subpart E and the terms and conditions of this award. These procedures may provide for allowability determinations on a pre-award basis, through ongoing monitoring of costs that subrecipients incur, or a combination of both approaches provided the pass-through entity documents its determinations.

14. Establish and maintain a system under 2 CFR 200.332(d)(3) and 2 CFR 200.521 for issuing management decisions for audits of subrecipients that relate to Federal awards. However, the recipient remains accountable to EPA for ensuring that unallowable subaward costs initially paid by EPA are reimbursed or mitigated through offset with allowable costs whether the recipient recovers those costs from the subrecipient or not.

15. As provided in 2 CFR 200.333, pass-through entities must obtain EPA approval to make fixed amount subawards. EPA is restricting the use of fixed amount subawards to a limited number of situations that are authorized in official EPA pilot projects. Recipients should consult with theirEPA Project Officer regarding the status of these pilot projects.

By accepting this award, the recipient is certifying that it either has systems in place to comply with the requirements described in Items 1 through 14 above or will refrain from making subawards until the systems are designed and implemented.

9. Management Fees

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

10. Federal Employee Costs

The recipient understands that none of the funds for this project (including funds contributed by the recipient as cost sharing) may be used to pay for the travel of Federal employees or for other costs associated with Federal participation in this project unless a Federal agency will be providing services to the recipient as authorized by a Federal statute.

11. Foreign Travel

EPA policy requires that all foreign travel must be approved by its Office of International and Tribal Affairs. The recipient agrees to obtain prior EPA approval before using funds available under this agreement for international travel unless the trip(s) are already described in the EPA approved budget for this agreement. Foreign travel includes trips to Mexico and Canada but does not include trips to Puerto Rico, the U.S. Territories or possessions. Recipients that request post-award approval to travel frequently to Mexico and Canada by motor vehicle (e.g. for sampling or meetings) may describe their proposed travel in general terms in their request for EPA approval. Requests for prior approval must be submitted to the Project Officer for this agreement.

12. The Fly America Act and Foreign Travel

The recipient understands that all foreign travel **funded under this assistance agreement** must comply with the Fly America Act. All travel must be on U.S. air carriers certified under 49 U.S.C. Section 40118, to the extent that service by such carriers is available even if foreign air carrier costs are less than the American air carrier.

Reporting and Additional Post-Award Requirements

13. System for Award Management and Universal Identifier Requirements

13.1. Requirement for System for Award Management (SAM) Unless exempted from this requirement under 2 CFR 25.110, the recipient must maintain current information in the SAM. This includes information on the recipient's immediate and highest level owner and subsidiaries, as well as on all the recipient's predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until the submittal of the final financial report required under this award or receipt of the final payment, whichever is later. This requires that the recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in the information or another award term.

13.2. Requirement for Unique Entity Identifier. If the recipient is authorized to make subawards under this award, the recipient:

a. Must notify potential subrecipients that no entity (see definition in paragraph 13.3 of this award term) may receive a subaward unless the entity has provided its Unique Entity Identifier.

b. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier. Subrecipients are not required to obtain an active SAM registration but must obtain a Unique Entity Identifier.

13.3. Definitions. For the purposes of this award term:

a. **System for Award Management (SAM)** means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site: https://www.sam.gov/SAM/.

b. **Unique Entity Identifier** means the identifier assigned by SAM to uniquely identify business entities.

c. **Entity** includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following:

13.3.c.1. A foreign organization;

13.3.c.2. A foreign public entity;

13.3.c.3. A domestic for-profit organization; and

13.3.c.4. A domestic or foreign for-profit organization; and

13.3.c.5. A Federal agency.

d. **Subaward** is defined at 2 CFR 200.1.

e. **Subrecipient** is defined at 2 CFR 200.1.

14. Reporting Subawards and Executive Compensation

14.1. Reporting of first-tier subawards.

a. **Applicability.** Unless the recipient is exempt as provided in paragraph 14.4. of this award term, the recipient must report each action that obligates $30,000 or more in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph 14.5 of this award term).

b. **Where and when to report.** (1) The recipient must report each obligating action described in paragraph 14.1.a of this award term to www.fsrs.gov. (2) For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on any date during the month of November of a given year, the obligation must be reported by no later than December 31 of that year.)

c. **What to report.** The recipient must report the information about each obligating action as described in the submission instructions available at: http://www.fsrs.gov.

14.2. Reporting Total Compensation of Recipient Executives.

a. **Applicability and what to report.** The recipient must report total compensation for each of their five most highly compensated executives for the preceding completed fiscal year, if:

14.2.a.1. the total Federal funding authorized to date under this award is $30,000 or more;

14.2.a.2. in the preceding fiscal year, the recipient received: (i.) 80 percent or more of their annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); (ii.) and $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

14.2.a.3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at: http:// www.sec.gov/answers/execomp.htm.)

b. **Where and when to report.** The recipient must report executive total compensation described in paragraph 14.2.a of this award term: (i.) As part of the registration Central System for Award Management profile available at https://www.sam.gov/SAM/ (ii.) By the end of the month following the month in which this award is made, and annually thereafter.

14.3. Reporting of Total Compensation of Subrecipient Executives.

a. Applicability and what to report. Unless exempt as provided in paragraph 14.4. of this award term, for each first-tier non-Federal entity subrecipient under this award, the recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

14.3.a.1. in the subrecipient's preceding fiscal year, the subrecipient received: (i.) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and (ii.) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

14.3.a.2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at: http://www.sec.gov/answers/execomp.htm.)

b. Where and when to report. The recipient must report subrecipient executive total compensation described in paragraph 14.3.a. of this award term:

14.3.b.1. To the recipient.

14.3.b.2. By the end of the month following the month during which the recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the recipient must report any required compensation information of the subrecipient by November 30 of that year.

14.4. Exemptions

a. If, in the previous tax year, the recipient had gross income, from all sources, under $300,000, the recipient is exempt from the requirements to report:

14.4.a.1. (i) subawards, and (ii) the total compensation of the five most highly compensated executives of any subrecipient.

14.5. Definitions. For purposes of this award term:

a. **Federal agency** means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C 552(f).

b. **Non-Federal entity** means all of the following, as defined in 2 CFR Part 25: (i.) A Governmental organization, which is a State, local government, or Indian tribe; (ii.) A foreign public entity; (iii.) A domestic or foreign nonprofit organization; and (iv.) A domestic or foreign for-profit organization.

c. **Executive** means officers, managing partners, or any other employees in management positions.

d. **Subaward:**

14.5.d.1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

14.5.d.2. The term does not include procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).

14.5.d.3. A subaward may be provided through any legal agreement, including an agreement that the recipient or a subrecipient considers a contract.

e. **Subrecipient** means a non-Federal entity or Federal agency that:

14.5.e.1. Receives a subaward from the recipient under this award; and

14.5.e.2. Is accountable to the recipient for the use of the Federal funds provided by the subaward.

f. **Total compensation** means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information

see 17 CFR 229.402(c)(2)):

14.5.f.1. Salary and bonus.

14.5.f.2. Awards of stock, stock options and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

14.5.f.3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

14.5.f.4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

14.5.f.5. Above-market earnings on deferred compensation which is not tax-qualified.

14.5.f.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

15. Recipient Integrity and Performance Matters - Reporting of Matters Related to Recipient Integrity and Performance

15.1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

15.2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

15.2.c.1. A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

15.2.c.2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

15.2.c.3. An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

15.2.c.4. Any other criminal, civil, or administrative proceeding if:

15.2.c.4.1. It could have led to an outcome described in paragraph 15.2.c.1, 15.2.c.2, or 15.2.c.3 of this award term and condition;

15.2.c.4.2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

15.2.c.4.3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

15.3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

15.4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 15.1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

15.5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.,* Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

15.5.c.1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

15.5.c.2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

16. Federal Financial Reporting (FFR)

Pursuant to 2 CFR 200.328 and 2 CFR 200.344, EPA recipients must submit the Federal Financial Report (SF-425) at least annually and no more frequently than quarterly. EPA's standard reporting frequency is annual unless an EPA Region has included an additional term and condition specifying greater reporting frequency within this award document. EPA recipients must submit the SF-425 no later than 30 calendar days after the end of each specified reporting period for quarterly and semi-annual reports and 90 calendar days for annual reports. Final reports are due no later than 120 calendar days after the end date of the period of performance of the award Extension of reporting due dates may be approved by EPA when requested and justified by the recipient. The FFR form is available on the internet at: https://www.epa.gov/financial/forms. All FFRs must be submitted to the Research Triangle Park Finance Center (RTPFC) via email at rtpfc-grants@epa.gov or mail it to:

US Environmental Protection Agency
RTP-Finance Center (Mail Code AA216-01)
4930 Page Rd.
Durham, NC 27703

The RTPFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

17. Indirect Cost Rate Agreements

This term and condition provides requirements for recipients using EPA funds for indirect costs and applies to all EPA assistance agreements unless there are statutory or regulatory limits on IDCs. See also EPA's Indirect Cost Policy for Recipients of EPA Assistance Agreements (IDC Policy).

In order for the assistance agreement recipient to use EPA funding for indirect costs, the IDC category of the recipient's assistance agreement award budget must include an amount for IDCs and at least one of the following must apply:

- With the exception of "exempt" agencies and Institutions of Higher Education as noted below, all recipients must have one of the following current (not expired) IDC rates, including IDC rates that have been extended by the cognizant agency:
    - Provisional;
    - Final;
    - Fixed rate with carry-forward;
    - Predetermined;
    - 10% *de minimis* rate authorized by 2 CFR 200.414(f)
    - EPA-approved use of an expired fixed rate with carry-forward on an exception basis, as detailed in section 6.4.a. of the IDC Policy.
- "Exempt" state or local governmental departments or agencies are agencies that receive up to and including $35,000,000 in Federal funding per the department or agency's fiscal year, and must have an IDC rate proposal developed in accordance with 2 CFR Part 200, Appendix VII, with documentation maintained and available for audit.
- Institutions of Higher Education must use the IDC rate in place at the time of award for the life of the assistance agreement (unless the rate was provisional at time of award, in which case the rate will change once it becomes final). As provided by 2 CFR Part 200, Appendix III(C)(7), the term "life of the assistance agreement", means each competitive segment of the project. Additional information is available in the regulation.

IDCs incurred during any period of the assistance agreement that are not covered by the provisions above are not allowable costs and must not be drawn down by the recipient. Recipients may budget for IDCs if they have submitted a proposed IDC rate to their cognizant Federal agency or requested an exception from EPA under subsection 6.4 of the IDC Policy. However, recipients may not draw down IDCs until their rate is approved, if applicable, or EPA grants an exception. IDC drawdowns must comply with the indirect rate corresponding to the period during which the costs were incurred.

This term and condition does not govern indirect rates for subrecipients or recipient procurement contractors under EPA assistance agreements. Pass-through entities are required to comply with 2 CFR 200.332(a)(4)(i) and (ii) when establishing indirect cost rates for subawards.

18. Audit Requirements

In accordance with 2 CFR 200.501(a), the recipient hereby agrees to obtain a single audit from an independent auditor, if their organization expends $750,000 or more in total Federal funds in their fiscal year beginning on or after December 26, 2014.

The recipient must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the recipient's fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: https://facides.census.gov/.

For complete information on how to accomplish the single audit submissions, you will need to visit the Federal Audit Clearinghouse Web site: https://facweb.census.gov/

19. Closeout Requirements

Reports required for closeout of the assistance agreement must be submitted in accordance with this agreement. Submission requirements and frequently asked questions can also be found at: https://www.epa.gov/grants/frequent-questions-about-closeouts

20. Suspension and Debarment

Recipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. Recipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to the EPA office that is entering into the transaction with the recipient may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Recipients may access the System for Award Management (SAM) exclusion list at https://sam.gov/SAM/ to determine whether an entity or individual is presently excluded or disqualified.

21. Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

This award is subject to the provisions contained in an appropriations act(s) which prohibits the Federal Government from entering into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to any corporation having a delinquent Federal tax liability or a felony conviction under any Federal law, unless the agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government. A "corporation" is a legal entity that is separate and distinct from the entities that own, manage, or control it. It is organized and incorporated under the jurisdictional authority of a governmental body, such as a State or the District of Columbia. A corporation may be a for-profit or non-profit organization.

As required by the appropriations act(s) prohibitions, the Government will not enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee with any corporation that — (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

By accepting this award, the recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

Alternatively, by accepting this award, the recipient represents that it disclosed unpaid Federal tax liability information and/or Federal felony conviction information to the EPA. The Recipient may accept this award if the EPA Suspension and Debarment Official has considered suspension or debarment of the corporation based on a tax liabilities and/or Federal felony convictions and determined that suspension or debarment is not necessary to protect the Government's interests.

If the recipient fails to comply with this term and condition, EPA will annul this agreement and may recover any funds the recipient has expended in violation of the appropriations act(s) prohibition(s). The EPA may also pursue other administrative remedies as outlined in 2 CFR 200.339 and 2 CFR 200.340, and may also pursue suspension and debarment.

22. Disclosing Conflict of Interests

22.1. For awards to Non-federal entities and individuals (other than states and fellowship recipients under 40 CFR Part 46).

As required by 2 CFR 200.112, EPA has established a policy (COI Policy) for disclosure of conflicts of interest (COI) that may affect EPA financial assistance awards. EPA's COI Policy is posted at https://www.epa.gov/grants/epas-financial-assistance-conflict-interest-policy. The posted version of EPA's COI Policy is applicable to new funding (initial awards, supplemental and incremental funding) awarded on or after October 1, 2015. This COI term and condition supersedes prior COI terms and conditions for this award based on either EPA's May 22, 2015 Revised Interim COI Policy or December 26, 2014 Interim COI Policy.

For competitive awards, recipients must disclose any competition related COI described in section 4.0(a) of the COI Policy that are discovered after award to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of discovery of the COI. The Grants Specialist will respond to any such disclosure within 30 calendar days.

EPA's COI Policy requires that recipients have systems in place to address, resolve and disclose to EPA COIs described in sections 4.0(b), (c) and/or (d) of the COI Policy that affect any contract or subaward regardless of amount funded under this award. The recipient's COI Point of Contact for the award must disclose any COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of the discovery of the potential COI and their approach for resolving the COI.

EPA's COI Policy requires that subrecipients have systems in place to address, resolve and disclose COI's described in section 4.0(b)(c) and (d) of the COI Policy regardless of the amount of the transaction. Recipients who are pass-through entities as defined at 2 CFR 200.1 must require that subrecipients being considered for or receiving subawards disclose COI to the pass-through entities in a manner that, at a minimum, is in accordance with sections 5.0(d) and 7.0(c) of EPA's COI Policy. Pass-through entities must disclose the subrecipient COI along with the approach for resolving the COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of receiving notification of the COI by the subrecipient.

EPA only requires that recipients and subrecipients disclose COI's that are discovered under their systems for addressing and resolving COI. If recipients or subrecipients do not discover a COI, they do not need to advise EPA or the pass-through entity of the absence of a COI.

Upon notice from the recipient of a potential COI and the approach for resolving it, the Agency will then make a determination regarding the effectiveness of these measures within 30 days of receipt of the recipient's notice unless a longer period is necessary due to the complexity of the matter. Recipients may not request payment from EPA for costs for transactions subject to the COI pending notification of EPA's determination. Failure to disclose a COI may result in cost disallowances.

Disclosure of a potential COI will not necessarily result in EPA disallowing costs, with the exception of procurement contracts that the Agency determines violate 2 CFR 200.318(c)(1) or

(2), provided the recipient notifies EPA of measures the recipient or subrecipient has taken to eliminate, neutralize or mitigate the conflict of interest when making the disclosure.

22.2. For awards to states including state universities that are state agencies or instrumentalities

As required by 2 CFR 200.112, EPA has established a policy (COI Policy) for disclosure of conflicts of interest (COI) that may affect EPA financial assistance awards. EPA's COI Policy is posted at: https://www.epa.gov/grants/epas-financial-assistance-conflict-interest-policy. The posted version of EPA's COI Policy is applicable to new funding (initial awards, supplemental, incremental funding) awarded on or after October 1, 2015. This COI term and condition supersedes prior COI terms and conditions for this award based on either EPA's May 22, 2015 Revised Interim COI Policy or December 26, 2014 Interim COI Policy.

For competitive awards, recipients must disclose any competition related COI described in section 4.0(a) of the COI Policy that are discovered after award to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of discovery of the COI. The Grants Specialist will respond to any such disclosure within 30 calendar days.

States including state universities that are state agencies and instrumentalities receiving funding from EPA are only required to disclose subrecipient COI as a pass-through entity as defined by 2 CFR 200.1. Any other COI are subject to state laws, regulations and policies. EPA's COI Policy requires that subrecipients have systems in place to address, resolve and disclose COIs described in section 4.0(b)(c) and (d) of the COI Policy that arise after EPA made the award regardless of the amount of the transaction. States who are pass-through entities as defined at 2 CFR 200.1 must require that subrecipients being considered for or receiving subawards disclose COI to the state in a manner that, as a minimum, in accordance with sections 5.0(d) and 7.0(c) of EPA's COI Policy. States must disclose the subrecipient COI along with the approach for resolving the COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of receiving notification of the COI by the subrecipient.

EPA only requires that subrecipients disclose COI's to state pass-through entities that are discovered under their systems for addressing, resolving, and disclosing COI. If subrecipients do not discover a COI, they do not need to advise state pass-through entities of the absence of a COI.

Upon receiving notice of a potential COI and the approach for resolving it, the Agency will make a determination regarding the effectiveness of these measures within 30 days of receipt of the state's notice of a subrecipient COI unless a longer period is necessary due to the complexity of the matter. States may not request payment from EPA for costs for transactions subject to the COI pending notification of EPA's determination. A subrecipient's failure to disclose a COI to the state and EPA may result in cost disallowances.

Disclosure of a potential subrecipient COI will not necessarily result in EPA disallowing costs, with the exception of procurement contracts that the Agency determines violate 2 CFR 200.318(c)(1) or (2), provided the subrecipient has taken measures that EPA and the state agree eliminate, neutralize or mitigate the conflict of interest.

23. Transfer of Funds and Post-Award Changes for Continuing Environmental Program Grants

Applicable to all assistance agreements other than Continuing Environmental Program Grants subject to 40 CFR 35.114 and 40 CFR 35.514 when EPA's share of the total project costs exceeds the Simplified Acquisition Threshold. Simplified Acquisition Threshold is defined at 2 CFR 200.1 and is currently set at $250,000 but the amount is subject to adjustment.

(1) As provided at 2 CFR 200.308(f), the recipient must obtain prior approval from EPA's Grants Management

Officer if the cumulative amount of funding transfers among direct budget categories or programs, functions and activities exceeds 10% of the total budget. Recipients must submit requests for prior approval to the Grant Specialist and Grants Management Officer with a copy to the Project Officer for this agreement.
(2) Recipients must notify EPA's Grant Specialist and Project Officer of cumulative funding transfers among direct budget categories or programs, functions and activities that do not exceed 10% of the total budget for the agreement. Recipients must also notify the EPA Grant Specialist and Project Officer when transferring funds from direct budget categories to the indirect cost category or from the indirect cost category to the direct cost category. Prior approval by EPA's Grant Management Officer is required if the transfer involves any of the items listed in 2 CFR 200.407 that EPA did not previously approve at time of award or in response to a previous post-award request by the recipient.

Applicable to Continuing Environmental Program Grants subject to 40 CFR 35.114 and 40 CFR 35.514 when EPA's share of the total project costs exceeds the Simplified Acquisition Threshold. Simplified Acquisition Threshold is defined at 2 CFR 200.1 and is currently set at $250,000 but the amount is subject to adjustment.

To determine if a post-award change in work plan commitments is significant and requires prior written approval for the purposes of 40 CFR §35.114(a) or 40 CFR §35.514(a), the recipient agrees to consult the EPA Project Officer (PO) before making the change. The term work plan commitments is defined at 40 CFR §35.102. If the PO determines the change is significant, the recipient cannot make the change without prior written approval by the EPA Award Official or Grants Management Officer.

The recipient must obtain written approval from the EPA Award Official prior to transferring funds from one budget category to another if the EPA Award Official determines that such transfer significantly changes work plan commitment(s). All transfers must be reported in required performance reports. In addition, unless approved with the budget at the time of award, Continuing Environmental Program (CEP) recipients must also obtain prior written approval from the EPA Award Official or Grants Management Officer to use EPA funds for directly charging compensation for administrative and clerical personnel under 2 CFR 200.413(c) and the General Provisions for Selected Items of Cost allowability at 2 CFR 200.420 through 200.476 as supplemented by EPA's Guidance on Selected Items of Cost. The recipient is not required to obtain prior written approval from the EPA Award Official for other items requiring prior EPA approval listed in 2 CFR §§ 200.407.

24. Electronic/Digital Signatures on Financial Assistance Agreement Form(s)/Document(s)

Throughout the life of this assistance agreement, the recipient agrees to ensure that any form(s)/document(s) required to be signed by the recipient and submitted to EPA through any means including but not limited to hard copy via U.S. mail or express mail, hand delivery or through electronic means such as e-mail are: (1) signed by the individual identified on the form/document, and (2) the signer has the authority to sign the form/document for the recipient. Submission of any signed form(s)/document(s) is subject to any provisions of law on making false statements (e.g., 18 U.S.C. 1001).

25. Extension of Project/Budget Period Expiration Date

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308(e)(2). Therefore, if a no-cost time extension is necessary to extend the period of availability of funds, the recipient must submit a written request to the EPA prior to the budget/project period expiration dates. **The written request must include:** a justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities. In addition, if there are overdue reports required by the general, administrative, and/or programmatic terms and conditions of this assistance agreement, the recipient must ensure that they are submitted along with or prior to submitting the no-cost time extension request.

26. Utilization of Disadvantaged Business Enterprises

GENERAL COMPLIANCE, 40 CFR, Part 33
The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

The following text either provides updates to 40 CFR, Part 33 based upon the associated class exception or highlights a requirement.

1. EPA MBE/WBE CERTIFICATION, 40 CFR, Part 33, Subpart B
EPA no longer certifies entities as Minority-Owned Business Entities (MBEs) or Women-Owned Business Entities (WBEs) pursuant to a class exception issued in October 2019. The class exception was authorized pursuant to the authority in 2 CFR, Section 1500.3(b).

2. SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C
Pursuant to 40 CFR Section 33.301, the recipient agrees to make good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained. The specific six good faith efforts can be found at: 40 CFR Section 33.301 (a)-(f).

However, in EPA assistance agreements that are for the benefit of Native Americans, the recipient must solicit and recruit Native American organizations and Native American-owned economic enterprises and give them preference in the award process prior to undertaking the six good faith efforts (40 CFR Section 33.304). If recruiting efforts are unsuccessful, the recipient must follow the six good faith efforts.

3. CONTRACT ADMINISTRATION PROVISIONS, 40 CFR Section 33.302
The recipient agrees to comply with the contract administration provisions of 40 CFR Section 33.302 (a)-(d) and (i).

4. BIDDERS LIST, 40 CFR Section 33.501(b) and (c)
Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR Section 33.501 (b) and (c) for specific requirements and exemptions.

5. FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D
In October 2019, a class exception to the entire Subpart D of 40 CFR, Part 33 has been authorized pursuant to the authority in 2 CFR Section 1500.3(b). Notwithstanding Subpart D of 40 CFR, Part 33, recipients are not required to negotiate or apply fair share objectives in procurements under assistance agreements.

6. MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E
When required, the recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found at the EPA Grantee Forms Page at https://www.epa.gov/system/files/documents/2021-08/epa_form_5700_52a.pdf .

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category) with a cumulative total that exceed the

Simplified Acquisition Threshold (SAT) (currently, $250,000 however the threshold will be automatically revised whenever the SAT is adjusted; See 2 CFR Section 200.1), including amendments and/or modifications. When reporting is required, all procurement actions are reportable, not just the portion which exceeds the SAT.

Annual reports are due by October 30th of each year. Final reports are due 120 days after the end of the project period.

This provision represents an approved exception from the MBE/WBE reporting requirements as described in 40 CFR Section 33.502.

7. MBE/WBE RECORDKEEPING, 40 CFR, Part 33, Subpart E
The recipient agrees to comply with all recordkeeping requirements as stipulated in 40 CFR, Part 33, Subpart E including creating and maintaining a bidders list, when required. Any document created as a record to demonstrate compliance with any requirement of 40 CFR, Part 33 must be maintained pursuant to the requirements stated in this Subpart.

Programmatic General Terms and Conditions

27. Sufficient Progress
EPA will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. EPA may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.

28. Copyrighted Material and Data
In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for [i.e., authorized by] the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
- termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

29. Patents and Inventions

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 USC Sections 200-212.

Pursuant to the Bayh-Dole Act (set forth in 35 USC 200-212), EPA retains the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the assistance agreement holder, as defined in the Act. To streamline the invention reporting process and to facilitate compliance with the Bayh-Dole Act, the recipient must utilize the Interagency Edison extramural invention reporting system at https://www.nist.gov/iedison. Annual utilization reports must be submitted through the system. The recipient is required to notify the Project Officer identified on the award document when an invention report, patent report, or utilization report is filed at https://www.nist.gov/iedison. EPA elects not to require the recipient to provide a report prior to the close-out of a funding agreement listing all subject inventions or stating that there were none.

In accordance with Executive Order 12591, as amended, government owned and operated laboratories can enter into cooperative research and development agreements with other federal laboratories, state and local governments, universities, and the private sector, and license, assign, or waive rights to intellectual property "developed by the laboratory either under such cooperative research or development agreements and from within individual laboratories."

30. Acknowledgement Requirements for Non-ORD Assistance Agreements

The recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this assistance agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (recipient). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

Recipients of EPA Office of Research Development (ORD) research awards must follow the acknowledgement requirements outlined in the research T&Cs available at: https://www.nsf.gov/awards/managing/rtc.jsp. A Federal-wide workgroup is currently updating the Federal-Wide Research Terms and Conditions Overlay to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards and when completed recipients of EPA ORD research must abide by the research T&Cs.

31. Electronic and Information Technology Accessibility

Recipients are subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology ("EIT"). In compliance with Section 504, EIT systems or products funded by this award must be designed to meet the diverse needs of users (e.g., U.S. public, recipient personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology. At this time, the EPA will consider a recipient's websites, interactive tools, and other EIT as being in compliance with Section 504 if such technologies meet standards established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194. While Section 508 does not apply directly to grant recipients, we encourage recipients to follow either the 508 guidelines or other comparable guidelines that concern accessibility to EIT for individuals with disabilities.
Recipients may wish to consult the latest Section 508 guidelines issued by the U.S. Access Board or W3C's Web Content Accessibility Guidelines (WCAG) 2.0 (see https://www.access-board.gov/about/policy/accessibility.html).

32. Human Subjects

Human subjects research is any activity that meets the regulatory definitions of both research AND human subject. *Research* is a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge. *Human subject* means a living individual about whom an investigator (whether professional or student) conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. [40 CFR 26.102 (d)(f)]

No research involving human subjects will be conducted under this agreement without prior written approval of the EPA to proceed with that research. If engaged in human subjects research as part of this agreement, the recipient agrees to comply with all applicable provisions of EPA Regulation 40 CFR 26 (Protection of Human Subjects). This includes, at Subpart A, the Basic Federal Policy for the Protection of Human Research Subjects, also known as the Common Rule. It also includes, at Subparts B, C, and D, prohibitions and additional protections for children, nursing women, pregnant women, and fetuses in research conducted or supported by EPA.

The recipient further agrees to comply with EPA's procedures for oversight of the recipient's compliance with 40 CFR 26, as given in EPA Order 1000.17 Change A1 (Policy and Procedures on Protection of Human Research Subjects in EPA Conducted or Supported Research). As per this order, no human subject may be involved in any research conducted under this assistance agreement, including recruitment, until the research has been approved or determined to be exempt by the EPA Human Subjects Research Review Official (HSRRO) after review of the approval or exemption determination of the Institutional Review Board(s) (IRB(s)) with jurisdiction over the research under 40 CFR 26.

For HSRRO approval, the recipient must forward to the Project Officer: (1) copies of all documents upon which the IRB(s) with jurisdiction based their approval(s) or exemption determination(s), (2) copies of the IRB approval or exemption determination letter(s), (3) copy of the IRB-approved consent forms and subject recruitment materials, if applicable, and (4) copies of all supplementary IRB correspondence.

Following the initial approvals indicated above, the recipient must, as part of the annual report(s), provide evidence of continuing review and approval of the research by the IRB(s) with jurisdiction, as required by 40 CFR 26.109(e). Materials submitted to the IRB(s) for their continuing review and approval are to be provided to the Project Officer upon IRB approval. During the course of the research, investigators must promptly report any unanticipated problems involving risk to subjects or others according to requirements set forth by the IRB. In addition, any event that is significant enough to result in the removal of the subject from the study should also be reported to the Project Officer, even if the event is not reportable to the IRB of record.

33. Animal Subjects

The recipient agrees to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131-2156. Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training." (Federal Register 50(97): 20864-20865. May 20,1985). The nine principles can be viewed at https://olaw.nih.gov/policies-laws/phs-policy.htm. For additional information about the Principles, the recipient should consult the *Guide for the Care and Use of Laboratory Animals*, prepared by the Institute of Laboratory Animal Resources, National Research Council.

34. Light Refreshments and/or Meals

APPLICABLE TO ALL AGREEMENTS EXCEPT STATE CONTINUING ENVIRONMENTAL PROGRAMS (AS DESCRIBED BELOW):

Unless the event(s) and all of its components are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

(1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
(2) A description of the purpose, agenda, location, length and timing for the event; and,
(3) An estimated number of participants in the event and a description of their roles.

Costs for light refreshments and meals for recipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements.

Recipients may address questions about whether costs for light refreshments, and meals for events may be allowable to the recipient's EPA Project Officer; however, the Agency Award Official or Grant Management Officer will make final determinations on allowability. Agency policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the recipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

EPA funding for meals, light refreshments, and space rental may not be used for any portion of an event where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.7)

FOR STATE CONTINUING ENVIRONMENTAL PROGRAM GRANT RECIPIENTS EXCLUDING STATE UNIVERSITIES:
If the state maintains systems capable of complying with federal grant regulations at 2 CFR 200.432 and 200.438, EPA has waived the prior approval requirements for the use of EPA funds for light refreshments and/or meals served at meetings, conferences, and training, as described above. The state may follow its own procedures without requesting prior approval from EPA. However, notwithstanding state policies, EPA funds may not be used for (1) evening receptions, or (2) other evening events (with the exception of working meetings). Examples of working meetings include those evening events in which small groups discuss technical subjects on the basis of a structured agenda or there are presentations being conducted by experts. EPA funds for meals, light refreshments, and space rental may not be used for any portion of an event (including evening working meetings) where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

By accepting this award, the state is certifying that it has systems in place (including internal controls) to comply with the requirements described above.

35. Tangible Personal Property

35.1 Reporting Pursuant to 2 CFR 200.312 and 200.314, property reports, if applicable, are required for Federally-owned property in the custody of a non-Federal entity upon completion of the Federal award or when the property is no longer needed. Additionally, upon termination or completion of the project, residual unused supplies with a total aggregate fair market value exceeding $5,000 not needed for any other Federally-sponsored programs or projects must be reported. For Superfund awards under Subpart O, refer to 40 CFR 35.6340 and 35.6660 for property reporting requirements. Recipients should utilize the Tangible Personal Property Report form series (SF-428) to report tangible personal property.

35.2 Disposition

35.2.1 Most Recipients. Consistent with 2 CFR 200.313, unless instructed otherwise on the official award document, this award term, or at closeout, the recipient may keep the equipment and continue to use it on the project originally funded through this assistance agreement or on other federally funded projects

whether or not the project or program continues to be supported by Federal funds.

35.2.2 State Agencies. Per 2 CFR 200.313(b), state agencies may manage and dispose of equipment acquired under this assistance agreement in accordance with state laws and procedures.

35.2.3 Superfund Recipients. Equipment purchased under Superfund projects is subject to specific disposal options in accordance with 40 CFR Part 35.6345.

36. Dual Use Research of Concern (DURC)

The recipient agrees to conduct all life science research* in compliance with *EPA's Order on the Policy and Procedures for Managing Dual Use Research of Concern* (EPA DURC Order) and *United States Government Policy for Institutional Oversight of Life Sciences Dual Use Research of Concern (iDURC Policy)*. If the recipient is an institution within the United States that receives funding through this agreement, or from any other source, the recipient agrees to comply with the iDURC Policy if they conduct or sponsor research involving any of the agents or toxins identified in Section 6.2.1 of the iDURC Policy. If the institution is outside the United States and receives funding through this agreement to conduct or sponsor research involving any of those same agents or toxins, the recipient agrees to comply with the iDURC Policy. The recipient agrees to provide any additional information that may be requested by EPA regarding DURC and iDURC. The recipient agrees to immediately notify the EPA Project Officer should the project use or introduce use of any of the agents or toxins identified in the iDURC Policy. The recipient's Institution/Organization must also comply with USG iDURC policy and EPA DURC Order and will inform the appropriate government agency if funded by such agency of research with the agents or toxins identified in Section 6.2.1 of the iDURC Policy. If privately funded the recipient agrees to notify the National Institutes of Health at DURC@od.nih.gov.

* *"Life Sciences Research,"* for purposes of the EPA DURC Order, and based on the definition of research in 40 CFR §26.102(d), is a systematic investigation designed to develop or contribute to generalizable knowledge involving living organisms (e.g., microbes, human beings, animals, and plants) and their products. EPA does not consider the following activities to be research: routine product testing, quality control, mapping, collection of general-purpose statistics, routine monitoring and evaluation of an operational program, observational studies, and the training of scientific and technical personnel. [Note: This is consistent with Office of Management and Budget Circular A-11.]

37. Research Misconduct

In accordance with 2 CFR 200.329, the recipient agrees to notify the EPA Project Officer in writing about research misconduct involving research activities that are supported in whole or in part with EPA funds under this project. EPA defines research misconduct as fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results [65 FR 76262. I], or ordering, advising or suggesting that subordinates engage in research misconduct. The recipient agrees to:

(1) Immediately notify the EPA Project Officer who will then inform the EPA Office of Inspector General (OIG) if, at any time, an allegation of research misconduct falls into one of the categories listed below:
A. Public health or safety is at risk.
B. Agency resources or interests are threatened.
C. Circumstances where research activities should be suspended.
D. There is a reasonable indication of possible violations of civil or criminal law.
E. Federal action is required to protect the interests of those involved in the investigation.
F. The research entity believes that the inquiry or investigation may be made public prematurely so that appropriate steps can be taken to safeguard evidence and protect the rights of those involved.
G. Circumstances where the research community or public should be informed. [65 FR 76263.III]

(2) Report other allegations to the OIG when they have conducted an inquiry and determined that there is sufficient evidence to proceed with an investigation. [65 FR 76263. III]

38. Scientific Integrity Terms and Conditions

The recipient agrees to comply with EPA's Scientific Integrity Policy when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this award condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue. The recipient agrees to:

38.1 Scientific Products

38.1.1 Produce scientific products of the highest quality, rigor, and objectivity, by adhering to applicable EPA information quality guidelines quality policy and peer review policy.

38.1.2 Prohibit all recipient employees, contractors, and program participants, including scientists, managers, and other recipient leadership, from suppressing, altering, or otherwise impeding the timely release of scientific findings or conclusions.

38.1.3 Adhere to EPA's Peer Review Handbook, 4th Edition, for the peer review of scientific and technical work products generated through EPA grants or cooperative agreements which, by definition, are not primarily for EPA's direct use or benefit.

38.2 Scientific Findings

38.2.1 Require that reviews regarding the content of a scientific product that are conducted by the project manager and other recipient managers and the broader management chain be based only on scientific quality considerations, e.g., the methods used are clear and appropriate, the presentation of results and conclusions is impartial.

38.2.2 Ensure scientific findings are generated and disseminated in a timely and transparent manner, including scientific research performed by employees, contractors, and program participants, who assist with developing or applying the results of scientific activities.

38.2.3 Include, when communicating scientific findings, an explication of underlying assumptions, accurate contextualization of uncertainties, and a description of the probabilities associated with both optimistic and pessimistic projections, if applicable.

38.2.4 Document the use of independent validation of scientific methods.

38.2.5 Document any independent review of the recipient's scientific facilities and testing activities, as occurs with accreditation by a nationally or internationally recognized sanctioning body.

38.2.6 Make scientific information available online in open formats in a timely manner, including access to data and non-proprietary models.

38.3 Scientific Misconduct

38.3.1 Prohibit intimidation or coercion of scientists to alter scientific data, findings, or professional opinions or non-scientific influence of scientific advisory boards. In addition, recipient employees, contractors, and program participants, including scientists, managers, and other leadership, shall not knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty.

38.3.2 Prohibit retaliation or other punitive actions toward recipient employees who uncover or report allegations of scientific and research misconduct, or who express a differing scientific opinion. Employees who have allegedly engaged in scientific or research misconduct shall be afforded the due process protections provided by law, regulation, and applicable collective bargaining agreements, prior to any action. Recipients shall ensure that all employees and contractors of the recipient shall be familiar with these protections and avoid the appearance of retaliatory actions.

38.3.3 Require all recipient employees, contractors, and program participants to act honestly and refrain from acts of research misconduct, including publication or reporting, as described in EPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C. Research misconduct does not include honest error or differences of opinion. While EPA

retains the ultimate oversight authority for EPA-supported research, grant recipients conducting research bear primary responsibility for prevention and detection of research misconduct and for the inquiry, investigation, and adjudication of research misconduct alleged to have occurred in association with their own institution.

38.3.4 Take the actions required on the part of the recipient described in EPA's Policy and Procedures for Addressing Research Misconduct, Sections 6 through 9, when research misconduct is suspected or found.

38.4 Additional Resources

For more information about the Scientific Integrity Policy, an introductory video can be accessed at: https://youtu.be/FQJCy8BXXq8. A training video is available at: https://youtu.be/Zc0T7fooot8.

Public Policy Requirements

39. Civil Rights Obligations

This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Certifications and Representations in Sam.gov or Standard Form 424D, as applicable.

These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing federal and EPA regulations.

a. Statutory Requirements

i. In carrying out this agreement, the recipient must comply with:
   1. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
   2. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
   3. The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.

ii. If the recipient is an education program or activity (e.g., school, college or university) or if the recipient is conducting an education program or activity under this agreement, it must also comply with:
   1. Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance. For further information about your compliance obligations regarding Title IX, see 40 CFR Part 5 and https://www.justice.gov/crt/title-ix

iii. If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with:
   1. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

b. Regulatory Requirements

i. The recipient agrees to comply with all applicable EPA civil rights regulations, including:
   1. For Title IX obligations, 40 C.F.R. Part 5; and
   2. For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 CFR Part7.
   3. For statutory and national policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech

and religious freedom, 2 CFR 200.300.

4. As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator and providing notices of non-discrimination.

c. TITLE VI – LEP, Public Participation and Affirmative Compliance Obligation

i. As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at: https://www.federalregister.gov/documents/2004/06/25/04-14464/guidance-to-environmental-protection-agency-financial-assistance-recipients-regarding-title-vi

ii. If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at: https://www.govinfo.gov/content/pkg/FR-2006-03-21/pdf/06-2691.pdf

iii. In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

40. Drug-Free Workplace

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at www.ecfr.gov/.

41. Hotel-Motel Fire Safety

Pursuant to 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at https://apps.usfa.fema.gov/hotel/ to see if a property is in compliance, or to find other information about the Act.

42. Lobbying Restrictions

a) This assistance agreement is subject to lobbying restrictions as described below. Applicable to all assistance agreements:

i) The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient shall abide by the Cost Principles available at 2 CFR Part 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.

ii) The recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding $100,000 and require that subrecipients submit certification and disclosure forms accordingly.

iii) In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

iv) Contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

v) By accepting this award, the recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986 as required by Section 18 of the Lobbying Disclosure Act; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

b) Applicable to assistance agreements when the amount of the award is over $100,000:

i) By accepting this award, the recipient certifies, to the best of its knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the recipient shall complete and submit the linked Standard Form -- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The recipient shall require that the language of this certification be included in the award documents for all subawards exceeding $100,000 at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

43. Recycled Paper

When directed to provide paper documents, the recipient agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA.

44. Resource Conservation and Recovery Act

Consistent with goals of section 6002 of RCRA (42 U.S.C. 6962), State and local institutions of higher education, hospitals and non-profit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247.

Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.323, State agencies or agencies of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds $10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was $10,000 or more. Pursuant to 40 CFR 247.2 (d), the recipient may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

45. Trafficking in Persons

a. Provisions applicable to a recipient that is a private entity.

i. The recipient, the recipient's employees, subrecipients under this award, and subrecipients' employees may not—
   1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
   2. Procure a commercial sex act during the period of time that the award is in effect; or
   3. Use forced labor in the performance of the award or subawards under the award.

ii. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if the recipient or a subrecipient that is a private entity—
   1. Is determined to have violated a prohibition in paragraph a of this award term; or
   2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a of this award term through conduct that is either—
      a. Associated with performance under this award; or
      b. Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, ''OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),'' as implemented by our Agency at 2 CFR Part 1532.

b. Provision applicable to a recipient other than a private entity. EPA may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

i. Is determined to have violated an applicable prohibition in paragraph a. of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the

award to have violated an applicable prohibition in paragraph a of this award term through conduct that is either—

1. Associated with performance under this award; or
2. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, ''OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),'' as implemented by EPA at 2 CFR Part 1532.

c. Provisions applicable to any recipient.

i. The recipient must inform the EPA immediately of any information received from any source alleging a violation of a prohibition in paragraph a of this award term.

ii. Our right to terminate unilaterally that is described in paragraph a and b:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
2. Is in addition to all other remedies for noncompliance that are available to us under this award.

iii. The recipient must include the requirements of paragraph a of this award term in any subaward made to a private entity.

d. Definitions. For purposes of this award term:

i. ''Employee'' means either:

1. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
2. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

ii. ''Forced labor'' means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

iii. ''Private entity'':

1. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
2. Includes:
   a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
   b. A for-profit organization.

iv. ''Severe forms of trafficking in persons,'' ''commercial sex act,'' and ''coercion'' have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

46. Build America, Buy America (Effective May 14, 2022 and applicable to all funding that date forward; Clarifications added October 1, 2022)

a. The recipient is subject to the Buy America Sourcing requirements under the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, §§70911-70917) for the types of infrastructure projects under the EPA program and activities specified in the chart, "Environmental Protection Agency's Identification of Federal Financial Assistance Infrastructure Programs Subject to the Build America Buy America Provisions of the Infrastructure Investment and Jobs Act." None of the funds provided under this award may be used for a project of infrastructure unless all iron and steel, manufactured products, and construction materials that are consumed in, incorporated into, or affixed to an infrastructure project are produced in the United States. The Buy America preference requirement applies to an entire infrastructure project, even if it is funded by

both Federal and non-Federal funds. The recipient must implement these requirements in its procurements, and these requirements must flow down to all subawards and contracts at any tier. For legal definitions and sourcing requirements, the recipient must consult EPA's Build America, Buy America website and the Office of Management and Budget's (OMB) Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

b. When supported by rationale provided in IIJA §70914, the recipient may submit a waiver request to EPA. Recipients should request guidance on the submission instructions of an EPA waiver request from the EPA Project Officer for this agreement. A list of approved EPA waivers (general applicability and project specific) is available on the EPA Build America, Buy America website.

c. For questions regarding the applicability of the Build America, Buy America Act requirements to this assistance agreement or if there is an approved waiver in place, please contact the EPA Project Officer for this agreement.

EXHIBIT "C"
Bipartisan Infrastructure Law (BIL)
Grant-Specific Administrative and Programmatic Conditions

[INSERT]

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2022-or-later.

These terms and conditions are binding for disbursements and are in addition to or modify the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: https://www.epa.gov/grants/grant-terms-and-conditions#general.

GRANT-SPECIFIC ADMINISTRATIVE CONDITIONS

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov
- MBE/WBE reports (EPA Form 5700-52A):
  - R4epagrantsmbewbereporting@epa.gov and davis.latoria@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications:
  - Latoria Davis-Reed, Grants Management Specialist, davis.latoria@epa.gov, (404)562-9782
  - Tina Lamar, Project Officer, lamar.tina@epa.gov, (404)562-9323
- Payment requests (if applicable):
  - Tina Lamar, Project Officer, lamar.tina@epa.gov, (404)562-9323
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables:
  - Tina Lamar, Project Officer, lamar.tina@epa.gov, (404)562-9323

Programmatic Conditions

BIPARTISAN INFRASTRUCTURE LAW (BIL)

GRANT-SPECIFIC PROGRAMMATIC TERMS AND CONDITIONS

A. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORTS

Performance reports are required for all open EPA cooperative agreement awards. In accordance with 2 CFR 200.328, the recipient agrees to include in performance reports submitted under this agreement and pursuant to the EPA National Estuary Program Bipartisan Infrastructure Law Funding Implementation Memorandum for Fiscal Years 2022-2026, dated July 26, 2022.

The purpose of this report is to provide a clear record of how BIL funds were spent during the reporting period. This may align with the current regional schedule of reporting for CWA §320 annual appropriations but a separate header is needed. In addition, EPA expects each NEP to identify BIL projects within the existing NEP Online Reporting Tool (NEPORT) database where relevant, and to build a separate mechanism for reporting and tracking other required metrics for BIL funding.

Regularly scheduled NEP Program Evaluations will include documentation and results of BIL projects as they proceed. Evaluations should consider tracking and reporting information collected over the life of the projects. As a part of CCMP implementation, the BIL-funded activities should be included in the program evaluation packages as appropriate.

The recipient will submit annual Government Performance and Results Act (GPRA) reporting information to EPA as specified in the annual program funding guidance by the date stipulated in the annual funding guidance.

Report Frequency:

The recipient shall submit, to the EPA Project/Technical Officer, annual workplan & CCMP progress performance reports (preferably electronic copies) as follows: 1) Midyear progress report for the period Oct 1st – March 31st; current FY, due to EPA by April 30th or last workday in April. 2) Bulleted list of MAJOR BIL program accomplishments (3 to 5) due to EPA by September 1st or first workday in September and 3) END OF YEAR program accomplishment report; reporting period from Oct 1 – Sept. 30th, current FY; due to EPA on October 30th or last business workday in October. The above schedule is consistent with NEP CWA 320 progress reporting timeline and project elements.

In accordance with 2 CFR 200.328(2)(d)(1), the recipient agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.

Final Performance Report (Close out/deliverables):

The recipient agrees to submit electronic copies of the Final Performance Report to the EPA Grant Project Officer/Technical Officer. The Final Project Report is due within 120 days after the end of the budget/project period.

After the final expenditure of BIL funds, NEPs shall provide a final narrative that includes any agreed-upon work-product(s) resulting from the project(s) (See BIL Implementation for clarifying report details).

B. SUBAWARD PERFORMANCE REPORTING

The recipient must report on its subaward monitoring activities under 2 CFR 200.331(d). BIL Compliance tracking/reporting requirements extend to sub-awardees. Examples of items that must be reported if the pass-through entity has the information available are:

Summaries of results of reviews of financial and programmatic reports.
Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
Environmental results the subrecipient achieved.
Summaries of audit findings and related pass-through entity management decisions.
Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.331(e), 2 CFR 200.207 and the 2 CFR Part 200.338 Remedies for Noncompliance.

C. FEDERAL FUNDING ACCOUNTABLITY AND TRANSPARENCY (FFATA) Reporting Requirements for Sub-award and Executive Compensation. Purpose: To describe new Federal reporting requirements for EPA assistance agreement recipients. If, during the preceding fiscal year, a prime recipient or sub-recipient (a "prime" recipient is the recipient of record, the entity to which the Federal government makes an award; a "sub-recipient" is a sub-awardee at any other level down from the prime recipient) meets all three criteria listed below, then for each sub-award of $30,000 or more that the recipient provides, the recipient must enter into the FFATA Subaward Reporting System (FSRS) the total compensation of its five most highly-paid executives: • the recipient received 80% or more of its annual gross revenue in Federal procurement contracts and financial assistance, and • the recipient received $25,000,000 or more in annual gross revenues from Federal procurement contracts and financial assistance, and • there are no regularly-filed, publicly-available reports depicting the total compensation of the recipient's five most highly-paid executives. • The policy is available at: https://fsrs.gov/

D. PROGRAM BIPARTISAN INFRASTRUCTURE LAW (BIL) AUTHORITY

During the performance period of this award, all recipients of grants or cooperative agreements awarded under the Bipartisan Infrastructure Law (P.L. 117-58 – Nov 15, 2021), also known as

the "Infrastructure Investment and Jobs Act of 2021" (IIJA) or "BIL. are required to comply with EPA's National Estuary Program Bipartisan Infrastructure Law Funding Implementation Memo for Fiscal Years 2022-2026 signed by Radhika Fox, EPA Assistant Administrator on July 26, 2022. The FY 2021 – FY 2024 Clean Water Act §320 National Estuary Program Funding Guidance also applies to BIL funding, and all recipients must comply.

EPA's Award Official or Grants Management Officer may amend this agreement to specify additional requirements applicable to IIJA or BIL funding as information becomes available. In the interim, the recipient agrees to have financial management and programmatic management systems in place to track and report on expenditures of IIJA/BIL funds including outputs and outcomes.

E. MATCHING FUNDS REQUIREMENTS/AWARDING BILL FUNDS

This NEP BIL Implementation Memorandum serves as approval to waive the NEP non-federal match/cost-share requirements, for all NEPs, for BIL funds in FY 2022 – FY 2023. For FY 2024 – FY 2026 BIL funds, after approval of each estuary program's equity strategy (Section H), EPA will waive non-federal cost-share requirement. Cost-share waivers must be approved by the Assistant Administrator of the Office of Water, or by relevant Regional Administrator. Regions will consult with Headquarters prior to approving a cost-share waiver to ensure national consistency.

In accordance with Policy Notice Number PN-2022-G03 regarding "Split Funding", EPA has determined, based on anticipated OMB direction for accounting, tracking, reporting on, documenting and conditioning BIL funds as well as the need to facilitate effective transaction testing for expenditures of BIL grant funds, that EPA will not combine BIL appropriations and "regular" annual appropriations in the same grants. Regions have the flexibility to use the funding mechanism of their choice (annual, incremental, supplemental, etc.).

F. FUNDS TRACKING

NEPs must track BIL funds separately from other funds received. Further guidance may be provided in consultation with EPA's Office of Environmental Justice (OEJ) for tracking benefits to disadvantaged communities. Additional tracking/measurement activities/requirements may be added to the Terms and Conditions post award.

Reporting measures and schedules initially will align where possible with CWA 320, however, a separate header for reporting, tracking is needed to better identify BIL activities in these combined reports.

Routine BIL financial tracking and updates to NEPs Management Conference (MC) will be conducted and shared during program scheduled meetings (NEP MC meeting packages).

However, EPA using existing agency systems (COMPASS) will track BIL funds Quarterly and reports will be shared with each NEP for BIL fund withdrawals and reimbursements, if applicable. Additional tracking requirements may be amended and added to these Terms and Conditions, if needed.

G. BIL FUNDING ELIGIBLE USES

Eligible NEP projects funded through BIL should accelerate and more extensively implement NEPs Comprehensive Conservation Management Plans (CCMPs) to ensure that benefits reach disadvantaged communities (defined in Executive Order 14008); build the adaptive capacity of ecosystems and communities; elevate climate efforts and leverage additional

resources, to the extent possible.

In accordance with 40 CFR 30.36, EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works developed under this assistance agreement for Federal purposes.

H. PROHIBITION OF FILL ACTIVITIES

No funding under this agreement shall be used to support the placement of fill, pilings, or platforms directly or indirectly in open waters, near shore waters, or wetlands to create artificial islands or serve as infrastructure for commercial development or new land for purposes other than habitat restoration.

I. ANNUAL BIL WORKPLAN

Each NEP must develop a detailed Management Conference approved BIL Long-Term Plan and Annual BIL Workplan to submit to EPA Grants.gov by June 1 of each year starting in 2023, except for FY2022. For FY 2022, NEPs must provide a complete SF 424 application, including required forms and certifications (budget sheets, workplan, etc.) in Grants.gov within 90 days after the issuance of the July 26, 2022, National Estuary Program Bipartisan Infrastructure Law Funding Implementation Memorandum, by October 24, 2022. Initially, NEP's can submit a combined workplan and budget into Grants.gov for FY22 and FY23; total of 2 years of BIL funds, with no match requirement.

Workplan elements:

Annual BIL Workplans can be submitted in the same format as annual appropriations workplans per the NEP funding guidance and must contain at a minimum the following workplan elements (refer to BIL Implementation Memo):

- CCMP Goals and BIL-supported tasks or activities related to each.
- Discussion of how projects reflect BIL priorities and implement their CCMP, particularly with respect to how the proposed work may benefit disadvantaged communities, provide climate adaptation or mitigation co-benefits, and support CCMP goals.
- Budget and personnel per SF 424 categories.

J. LONG TERM PLAN

Under this agreement, each NEP Management Conference (MC) approved BIL Long-Term Plan must describe the key activities and expectations for BIL funds through all 5 years of BIL funding (FY 2022 – FY 2026) and *submit with the annual workplan to EPA no later than June 1, 2023*. The BIL long-term plan may have less detail than the annual workplans, and may be amended, modified, or revised at any time. Changes (per MC approval) may be submitted each year along with the annual BIL workplan (refer to BIL Implementation memo for required elements).

K. EQUITY STRATEGY

In accordance with this agreement, the NEP must create an equity strategy to outline how

BIL funds will be utilized to increase investments in disadvantaged communities and the benefits that flow to them. Each NEP's long-term plan must include an equity strategy detailing how the NEP will contribute to the national program-wide goal of ensuring that at least 40% of the benefits (Justice40) and investments from BIL funding flow to disadvantaged communities and to ensure that each NEP is reviewing potential projects and utilization of BIL funds through the lens of equitable and fair access to the benefits from environmental programs for all individuals. The equity strategy must be submitted as part of each NEP's BIL long-term plan (June 1, 2023), which must be approved by EPA's Assistant Administrator for Water; process as defined by

EPA HQ's. (See BIL Implementation memo for additional details).

L. COMPETENCY OF ORGANIZATIONS GENERATING ENVIRONMENTAL MEASUREMENT DATA

In accordance with EPA's Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, for all awards where the maximum value of the assistance agreement will exceed $200,000 in federal funding and the project will involve the generation or use of environmental data, the Recipient will be required to demonstrate competency prior to award.

Alternatively, where a pre-award demonstration of competency is not practicable, the Recipient must demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy, including methods by which competency may be demonstrated, is available online at http://www.epa.gov/fem/lab_comp.htm.

M. QUALITY ASSURANCE PROJECT PLAN

Grantees implementing environmental projects that include: 1) direct measurement, sampling or observation activities, 2) environmental modeling, 3) use of existing data, 4) use of survey results, or 5) calculation of environmental outcomes must prepare and implement a Quality Assurance Project Plan (QAPP).

The grantee shall submit to the EPA Project Officer (PO) an approvable QAPP prior to any data collection. The PO/TO will review the QAPP to ensure that it meets programmatic needs, is consistent with the approved workplan and includes all the required QAPP elements. Once approved by the EPA TO/PO, the QAPP is forwarded to the EPA QA staff for review and approval.

No data collection/use activities may occur until the QAPP has been reviewed and approved by EPA R4.

N. DATA MANAGEMENT

The NEP will organize and maintain all environmental data collected through funding

generated under this cooperative agreement in a manner that allows potential users of the NEP data to readily identify data of interest, access those data for use, and determine the suitability of those data for other users based on readily available QA/QC and methodology summaries. NEP metadata integrity must be assured. The NEP will inform the EPA Project Officer and TO/Program Manager in writing of the name of the entity or organization responsible for maintaining the NEP collected data and the method of data access.

O. TRAVEL

A minimum of $10,000 collectively per this FY grant award including the CWA 320 cooperative agreement combined for travel associated with program management and outreach support. A NEP Management Conference may allocate additional funds above $10,000 per FY grant award for travel within the workplan and cooperative agreement at their discretion. A multiyear cooperative agreement may have less than $10,000 in any FY award if the total available/remaining for travel in the next FY will be $10,000 or more. These funds are to cover travel for the Director, staff and other non-federal individuals to: (1) report on BIL & CWA 320 activities of the Management Conference at regional and national meetings called on behalf of the National Estuary Program (e.g., Regional and National NEP meetings, NEP Technical meetings/Conferences, etc.) and/or (2) provide peer-to-peer technical assistance to other NEP Management Conferences or neighboring communities. As a requirement of this cooperative agreement, the NEP Director is required to attend all national or regional meetings called on behalf of the program. Under extenuating circumstances, such as family emergencies or conflict in meeting dates caused by previously scheduled events, a NEP Director may delegate attendance to a senior staff member from the NEP.

P.NEP KEY PERSONNEL

The key personnel specified on the Cooperative Agreement Key Contacts form are considered to be essential to work performance. The process to enact changes to personnel is defined by each program’s Management Conference (MC) and/or host agency. The Grantee shall notify the EPA Project Officer/Technical Officer or Program Manager of any changes in Key Contacts, as approved by the NEP MC, within 30 days.

Q. DIRECTOR PERFORMANCE EVALUATION

The governing body of each NEP Management Conference shall establish guidelines for an annual NEP Director Performance Evaluation. Results of the Director Performance Evaluation shall be provided to the EPA Project Officer/Technical Officer/Program Manager within 30 days of the evaluation.

R.EPA’s SUBSTANTIAL INVOLVEMENT

In accordance with the EPA Order 5700.1, Section 7(b)(1), the agreement is being awarded as a cooperative agreement per 2 CFR 200.24 due to EPA's role in this agreement under BIL and Section 320, Clean Water Act. EPA will provide substantial involvement in the form

of technical assistance, development of outputs, and oversight. Specifically, substantial federal involvement will take the form of monitoring the project/program by EPA; participation and collaboration between EPA and the recipient in program content; review of project progress, and quantification and reporting of results. The tasks/activities involve annual on-site NEP visit to see on the ground project/program progress & success (beginning, ending & ongoing), member of Management Conference (Management/Policy Board/Committee/Council), TA to ad hoc technical/communication committees; EPA may serve as chair and co-chair on highest NEP decision board (advisory), and TO-review workplan & budget (reimbursements & ULOs) to ensure CCMP implementation/progress.

S. SUFFICIENT PROGRESS

In accordance with GPI 11-01 “Managing Unliquidated Obligations and Ensuring Progress under EPA Assistance Agreements” dated September 28, 2012, EPA may terminate the assistance agreement for failure of the recipient to make sufficient progress on work and on drawing down funds, so as to reasonably ensure completion of the project within the project period, including any extensions. EPA will measure sufficient progress by examining the performance required under the work plans in conjunction with the milestone schedule, the time remaining for performance within the project period, the availability of funds necessary to complete the project, and whether draw down funds is commensurate with work progress. In accordance with 2 CFR 200.98, unobligated balance means the amount of funds under a federal award that the non-Federal entity has not obligated.

T. PRODUCT SUBMISSION

The NEP is responsible for submitting final scientific and technical products/reports produced under this cooperative agreement electronically to the National Technical Information Service (NTIS) and the EPA PO/TO/Program Manager as follows:

- *Electronic Documents: Two ways to submit:*

URL: If the documents exist on an agency website, please notify NTIS in an email message to input@ntis.gov and to the EPA PO/TO/Program Manager. Please specify the URL address where the documents can be found.

Email: Please attach pdf or common electronic formatted documents in an email addressed to input@ntis.gov and to the EPA PO/TO/Program Manager.

Each final scientific and technical product/report produced by the NEP under this cooperative agreement must be available to the public for download through the NEP’s website directly or through a link to an FTP site or other means of distribution.

U. FOOD POLICY

Unless the event(s) and all its components (i.e., receptions, banquets and other activities that take place after normal business hours) are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and

outreach activities (events). The recipient must send requests for approval to the EPA Project Officer/TO and include:

1. An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
2. A description of the purpose, agenda, location, length, and timing for the event.
3. An estimated number of participants in the event and a description of their roles

V. CONFERENCE/WORKSHOP/MEETING

In accordance with the Best Practices Guide for Conferences GPI-98-11, grantees are required to provide EPA with conference information regarding sponsoring partners, type, and number of attendees (state, local, non-profits, universities, federal), use of EPA logo, travel expenses paid, registration fees and/or breakdown cost of meals and/or refreshments within the scope of work. This information may not be known at the time of the scope development and/or grant award; therefore, EPA requests the applicable items for your grant at least 2-3 weeks prior to the conference. The EPA Technical Officer and Project Officer will review and provide written approval via email prior to the conference start date. If you are hosting a conference and would like to utilize EPA funds, but it was not approved by EPA in your original scope of work, then you must contact your Project Officer/TO to discuss the options available for utilizing EPA funds at least 6 months prior to the conference date.

W. SIGNAGE

1. The recipient will ensure that a visible project identification sign is erected as appropriate at each public event or training location. The sign should summarize the purpose of the event and credit EPA and the National Estuary Program for funding. The recipient will determine the design, placement, and materials for each sign. The signage will contain logos of EPA and the recipient NEP.

To obtain the appropriate EPA logo or seal graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer/TO in the communication. Instructions for contacting OPA is available at: http://www2.epa.gov/stylebook/using-epa-seal-and-logo. The EPA Logo will be displayed meeting the following specifications: http://www.epa.gov/ogd/tc/epa_logo_seal_specifications_for_infrastructure_grants.pdf .

2. If the award includes an outreach component, the recipient will provide signage that informs the public that the project is funded by EPA through its National Estuary Program and includes the following text: "This project has been funded, in whole or in part, by the U.S. Environmental Protection Agency’s National Estuary Program.”
3. If the EPA logo is displayed along with the logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with, and immediately next to, a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects.

4. Recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the EPA logo) into the appropriate non- English language(s). The costs of such translation are allowable, provided the costs are reasonable.

X. CYBERSECURITY CONDITION

The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information.

Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer/Technical Officer (PO/TO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange.

The recipient will follow this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

Y. OTHER AWARD CONSIDERATIONS

- Fully enforce civil rights. EPA's nondiscrimination regulations prohibit recipients of EPA financial assistance from taking actions in their programs or activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex. NEP funding under the BIL should ensure compliance with civil rights laws. EPA will provide interested NEPs with technical assistance and training to support their compliance with Title VI obligations
- Compliance with Build America Buy America Act Requirements. Congress passed the Build America Buy America (BABA) Act in 2021, concurrently with the BIL. Congress established this domestic preference program to create long-term opportunities for domestic manufacturers and manufacturing jobs, and to build resilient domestic supply chains for a wide range of products used in construction and infrastructure, including iron and steel products, manufactured products, and construction materials. EPA will work with the NEPs to determine the types of products that may be covered by this new law and will support compliance where necessary. Additional guidance and information regarding program-wide, project-specific, and product-specific waivers, and the process to apply for them, will be forthcoming. Compliance instructions will also be addressed in the terms and conditions of each award, and these requirements extend to sub-awardees
- Compliance with the Federal Flood Risk Management Standard for built infrastructure. Where appropriate, projects should incorporate the *Federal Flood Risk Management Standard* (FFRMS) defined in Executive Order 13690 to improve the resilience of communities, ensuring that federal investments located in or near floodplains are designed to be resilient to the impacts of flooding. The FFRMS requires that new construction, or significant improvements, of structural infrastructure funded using federal financial assistance be elevated to withstand local flood risk conditions. More information can be found at: https://www.fema.gov/floodplain-management/intergovernmental/federal-flood-risk-management-standard
- Support the American Worker and Renew the Conservation and Water Workforce. The BIL is not only an opportunity to reinvest in America's communities and ecosystems, but also an opportunity to invest in the American workers who support them. BIL investments through NEPs should contribute to developing a strong restoration and conservation workforce, build capacity

to maintain critical gray or green infrastructure, and support efforts to open pathways to environmental employment, especially for youth and groups currently under-represented in fields such as construction and trades, environmental restoration, science, and conservation. Note: funds from the NEP may not be used to support or oppose union organizing, whether directly or as an offset for other funds.

Z. Technical Officer: The Technical Officer/Reviewer assigned to this grant is burks.felicia - 404-562-9371 - burks.felicia@epa.gov.

United States
ENVIRONMENTAL PROTECTION AGENCY
Washington, DC 20460

OMB Control No. 2030-0020
Approval expires 06/30/2017

_____
EPA Project Control Number

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, **LOANS AND COOPERATIVE AGREEMENTS**

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

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

_____
Typed Name & Title of Authorized Representative

_____
Signature and Date of Authorized Representative

The public reporting and recordkeeping burden for this collection of information is estimated to average 15 minutes per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

SRF Project Number

United States Environmental Protection Agency
Washington, D.C. 20460

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public: (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Typed Name and Title of Authorized Representative

Signature of Authorized Representative Date

☐ I am unable to certify to the above statements. May explanation is attached.

MEMORANDUM

CITY OF ST. PETERSBURG

Engineering and Capital Improvements Department

DATE: February 20, 2025

TO: The Honorable Copley Gerdes, Chair, and City Councilmembers

FROM: Brejesh Prayman, P.E., Director
Engineering & Capital Improvements Department

RE: Consultant Selection Information
Firm: Stantec Consulting Services, Inc.
Task Order No. 24-05-SCS/ENV(A) in the amount of $504,900

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 field data collections and analysis, hydrodynamic modeling with reporting, design and permitting, and community engagement for the Little Bayou Lagoon Restoration Project.

   Stantec Consulting Services, Inc. has begun preliminary investigation and analysis of the Little Bayou Creek and Lagoon areas. This work is a continuation of the previous assessment.

   Stantec Consulting Services, Inc. has satisfactorily completed similar work under pervious A/E Annual Master Agreements in 2019 and is familiar with the City Standards.

   Stantec Consulting Services, Inc. has significant experience in data collections, hydrodynamic modeling, design, permitting and community engagement activities for environmental and restoration projects.

   This is the fifth Task Order issued under the 2024 Master Agreement.

2. Transaction Report listing current work – See Attachment A

ATTACHMENT A

Transaction Report
for
Stantec Consulting Services, Inc.
Miscellaneous Professional Services for Environmental Services
A/E Agreement Effective - March 29, 2024
A/E Agreement Expiration - March 31, 2028

Task Order No.	Project No.	Project Title	NTP Issued	Authorized Amount
01	17229-019	Facility Grant Support - PWA Master Plan	05/20/24	27,000.00
02	24167-130	Research & Survey - Oaklawn Cemetary	05/06/24	83,617.42
03	19053-110	Little Bayou Creek Water Quality Monitoring	06/12/24	92,967.00
04	16099-120	2024 Pre-Construction Seagrass Survey	09/12/24	16,473.00
05	**25121-130**	**Little Bayou Lagoon Restoration (TBEP)**	**Pending**	
			Total:	220,057.42



Document Path: S:\ArcGIS\2024\ENG\25121-130LittleBayouLagoonRestoration.aprx

ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT CITY of ST PETERSBURG	LITTLE BAYOU LAGOON RESTORATION PROJECT 25121-130
APPROVED BY: NEA / DATE: 12/17/2024	st.petersburg www.stpete.org

TASK ORDER NO. 24-05-SCS/ENV(A)
LITTLE BAYOU LAGOON RESTORATION PROJECT
MISCELLANEOUS PROFESSIONAL SERVICES FOR ENVIRONMENTAL SERVICES
CITY PROJECT NO. 25121-130

This Task Order No. 24-05-SCS/ENV(A) is made and entered into this _____ day of _____, 2025, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR ENVIRONMENTAL SERVICES PROJECTS dated March 29, 2024 ("Agreement") between Stantec Consulting Services, Inc. ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

Prior to discharging to Tampa Bay at Little Bayou, Little Bayou Creek enters an approximately 0.5-acre lagoon on the east side of 4th Street S, referred to as the Little Bayou lagoon. The lagoon drains through portions of the CITY-owned Little Bayou Preserve and connects with the estuary at Little Bayou; however, a review of historical imagery and the presence of increased sediments, water lettuce and other freshwater vegetation indicates that this lagoon acts as a sump, and tidal connection to Little Bayou has largely been lost. Site visits to downstream portions of the creek indicate that there are opportunities to re-establish tidal connections, restore flows, create habitat including intertidal wetlands, and increase the potential blue carbon sequestration between Little Bayou and lower Little Bayou Creek, including the Little Bayou lagoon.

II. SCOPE OF SERVICES

Task 1 – Data Collection and Analysis

The City has begun the planning process to conduct a systematic sampling program to collect empirical water quality data throughout Bayou Creek as well as the receiving waters in Little Bayou. The City will contract qualified firm(s) (hereto referred to as the "A/E") to work in tandem with this ancillary effort to support restoration activities to re-establish tidal connections to Little Bayou lagoon. By performing an existing conditions assessment, the A/E will develop conceptual design alternatives and habitat restoration plans within the lagoon and lower Bayou Creek that will support the estuarine ecosystems of the tidally connected areas for the benefit of wildlife and water flows, and to enhance recreational and educational activities for the local community. Upon written approval from The City and its project partner, the Tampa Bay Estuary Program ("TBEP"), the A/E will work to update and refine this scope of work, as the systematic sampling program is conducted, to attain final design and permitting of a restoration project(s).

1.1 – Existing Conditions Study

The A/E will provide the baseline conditions for feasibility analysis and conceptualization of proposed projects that produce the most effective benefits within the Little Bayou lagoonal project area. The assessment will consider sea level rise and include GIS analyses of historic land cover, hydrologic connectivity, and invasive species presence; field reconnaissance to identify potential habitat creation areas, delineate wetland areas, topobathymetric surveys of the creek channel and lagoon, sediment sampling/probes at approximately six (6) sampling points to determine characteristics of possible muck layers in the lagoon, and recommend hydraulic/hydrodynamic modeling to evaluate tidal habitat creation, invasive vegetation response, scour, sedimentation and shoreline and channel improvement opportunities. A technical memo will be provided to the CITY summarizing the existing conditions.

1.2 – Conceptual Design Feasibility

The A/E will identify and assess up to two (2) potential GIS-based conceptual designs for the lagoon that may be used to guide future project implementation. A pedestrian bridge, which crosses Bayou Creek within Little Bayou Preserve, is being designed and implemented under a separate CITY project. Using design details and data provided by the CITY, the conceptual designs will incorporate placement of this bridge in proposed project options. Additionally, opportunities to improve upstream areas within the creek will be explored to where CITY-owned property or easement allows. The feasibility of conceptual projects within the overall Little Bayou Creek project area will be assessed according to factors such as: timelines, secondary benefits (e.g., educational, economic, recreational), environmental benefits (e.g., habitat, species, water quantity), water quality benefits (e.g., nutrient load reductions), public support, grant eligibility, permitting constraints, utilities, constructability, easement/access, etc. The conceptual designs will include a conceptual level Engineer's opinion of probable costs.

1.3 – Blue Carbon Sequestration and Assessment

The A/E will evaluate the potential for blue carbon sequestration within the restoration area(s) relative to tidal wetland conversions anticipated under preliminary conceptual designs. This subtask will include a desktop evaluation of Ecosystem Services using the Millenium Ecosystem Assessment Framework and will leverage existing publicly available data and resources developed under the Tampa Bay Blue Carbon Assessment Project completed in 2016, and will be informed by site-specific information collected under subtasks 1.1 and 1.2, above (as appropriate).

This subtask includes a Blue Carbon Sequestration and Ecosystem Services Technical Memo based on the final proposed conceptual design selected for advancement and will include an estimate of the ecosystem services and carbon sequestration benefits that are achievable once the project is constructed. Ecosystem services evaluated under this scope will be largely qualitative (apart

from carbon storage estimation) and will not include valuations (i.e., no dollar amounts will be placed on results). Results will be presented in both annual and multi-year net metric tonnes of carbon dioxide equivalents and will be subject to change based on future field monitored blue carbon data; accordingly, the results of this assessment will not be intended for use in carbon insetting or offsetting; rather, Ecosystem Services will be categorized as provisioning, regulating, or supporting services.

Blue carbon systems are highly variable, and analyses are based largely on literature, therefore, results may vary from empirically derived multi-year monitoring data on carbon stocks. Furthermore, the blue carbon assessment assumes static ecological function after implementation and will not include subsequent impacts due to continual changing climate, sea level rise, etc. Results of this subtask are not intended to be used in mitigation strategies or for regulatory compliance.

Task 1 Notes:

- The topobathymetric survey will include up to seven (7) approximately 50 ft cross section profiles of the primary channel of the lower Little Bayou Creek (downstream of the lagoon). Up to three (3) of these cross sections will extend from the upland on the north side of the creek to the upland on the south side of the creek. Bathymetric survey of Little Bayou Lagoon will include approximately eight (8) transects perpendicular to the orientation of the creek channel entering the lagoon (NW-SE, ~25 ft spacing) and approximately three (3) parallel transects (NE-SW, ~50 spacing). No survey or cross sections of the creek upstream of 4th St. S. are included.
- Wetland limits will be reviewed as part of ERP consultation; therefore this task does not include Specific Purpose Survey or submittal of a formal Jurisdictional Determination (JD).
- Task scope excludes cultural resources investigation(s) or other focused investigations or documentation not identified in the scope of services above.

Task 2 – Hydrodynamic Modeling Report

Based on the technical memo and recommendations made under Task 1, a detailed hydraulic/hydrodynamic model will be developed by the A/E for the proposed restoration area(s). Additional geotechnical surveys, including borings, will be completed for the restoration area(s).

2.1 – Hydrodynamic Modeling

A detailed hydraulic/hydrodynamic numerical model will be developed to describe water levels, velocities, and residence times at a scale and resolution that will improve upon field observations and notes. The coastal model will be developed

using a commercially available, process-based, numerical modeling system (such as Delft3D or equivalent) that has the ability to test a number of historical and/or anticipated events, as well as a variety of potential solutions or modifications to the system for improving tidal circulation, while potentially reducing the flooding risk to the associated areas. The numerical model will be calibrated and validated with available water levels and current velocities from existing datasets as well as data collected via the deployment of up to two (2) Acoustic Doppler Current Profilers ("ADCP"s) in lower Bayou Creek and Little Bayou for a period of approximately four (4) weeks. To simulate residence time, a generic, conservative tracer will be added to the model cells as initial model conditions. The calibrated hydrodynamic model will be run for a set period of time and initial/final concentrations within the area of interest will be compared. Changes in the dilution rate of the tracer between existing conditions and the potential modified conditions will be evaluated to quantify the impact on water circulation and therefore drainage/flushing. In addition to tracer modeling, changes in minimum/maximum water levels, as well as the rate of change and periodicity, will also be examined. Model runs will consider the conceptual design selected for advancement from Task 1, including the City's planned pedestrian bridge connecting the adjacent Little Bayou Park to 4th St. S. To address the impact of sea level rise on the conceptual plans, A/E will select a relevant sea level rise scenario for an in-depth analysis of potential future conditions. The hydrodynamic model will incorporate this future sea level rise scenario to evaluate the long-term impacts of the proposed conceptual alternative selected for advancement. A final version of the model parameters and associated files necessary for continued future usage by the CITY will be provided by the A/E.

2.1 – Non-Tidal Creek Assessment

In support of the coastal modeling effort, A/E will examine upstream conditions associated with the non-tidal portions of Little Bayou Creek. A/E will obtain and use existing ICPR model and data available from the Southwest Florida Water Management District ("SWFWMD") to assess the upland creek flows in regard to possible effects to the proposed changes to the tidally-influenced portions of the lower creek and lagoon. Preliminary examination of SWFWMD's GWIS geodatabase indicates that the 100-year, 24-hour storm event has been the only design storm run based on A/E's review of the St. Petersburg Watershed (Group 7 sub-basin) data. As other design storms are understood to be needed to support the coastal design effort, A/E will conduct up to two (2) model run rounds for additional storm events and/or potential BMPs found within the City's Stormwater Master Plan, to inform possible effects on the conceptual design selected for advancement.

Task 2 Notes:

- ICPR modeling will be done using ICPR v4, not Stormwise™, should the files exist. The A/E will submit a separate fee proposal to the CITY should the ICPR

model files not exist and have to be created using the SWFWMD GWIS geodatabase features.

- The ICPR model is calibrated and verified against a known storm event that resulted in similar flooding to the 100-year floodplain in SWFWMD's GWIS geodatabase for the St. Petersburg Watershed (Group 7 sub-basin). If the ICPR model is found to be uncalibrated or unverified then the A/E will inform the City and submit a scope and fee for additional services.
- The Non-tidal Creek Assessment, excludes any engineering design, permitting or construction plan set preparation or Engineer's Estimate of Probable Construction Costs for any upland BMPs. No evaluations of enhancements for water quality, water quantity or ecological uplift to non-tidal creek areas are included.

Task 3 – Design and Permitting

3.1 – Regulatory Agencies Pre-Permitting Coordination

The A/E will coordinate, prepare for, and attend one (1) pre-permitting meeting with federal and state regulatory agencies to discuss project objectives, goals, and constraints, and the environmental resource permit application timing and other potential agency concerns. Meetings will be scheduled with USACE and FDEP (or South Florida Water Management District [SWFWMD]). Participation by commenting agencies such as NOAA National Marine Fisheries Service, US Fish and Wildlife Service and Florida Fish and Wildlife Conservation Commission; as well as the City's partner organization Tampa Bay Estuary Program, will be encouraged. The goal of the meeting is to confirm understanding and agreements regarding the project permitting approach for the environmental and engineering components of the application process. Actual meeting/conference call times/dates will be scheduled based on CITY and regulatory agency staff availability. Permitting pre-application meeting minutes from the A/E will be provided to the CITY in PDF form.

3.2 – Detailed Design and Permit Applications

The A/E will complete the detailed (60%) design of the agreed upon conceptual design supported by project partners and community stakeholders. The detailed design plan set will include the following:

- Title sheet with location map
- General project notes
- Plan views of the project design elements
- Typical details for the project design elements
- Erosion and turbidity control details

A/E will use the detailed design plans to develop and submit Environmental Resource Permit ("ERP") applications to federal (i.e., US Army Corps of

Engineers) and state (i.e., Florida Department of Environmental Protection or Southwest Florida Water Management District) agencies. Additionally, A/E will submit information for local approval to Pinellas County and will support the City's project staff in obtaining any interdepartmental approvals. Two (2) copies of the draft permit application packages will be submitted with the detailed design plans to the City for one round of review and comment from the City and TBEP. Based on the comments received, A/E's team will finalize the permit applications, and upon written approval from the City and its partner organization, will submit to the appropriate regulatory agencies. The A/E will provide responses for up to two completeness summaries (i.e., requests for additional information) for each permit application. Appropriate changes to the design documents will be made following review and approval by CITY staff.

The CITY and the A/E will continue to meet with regulatory agencies during up to two (2) post-submittal agency meetings, to ensure the final permitting process is completed. City will pay all permit fees.

3.2 – Final (100%) Construction Design

Incorporating the comments provided by the City, Tampa Bay Estuary Program, and community stakeholders on the conceptual plans, the A/E team will work towards final construction plans necessary for environmental resource permitting of the project(s). The A/E will provide design sheets with Technical Specifications and an Engineers Opinion of Probable Costs. Plan sets will minimally include the following:

- Title sheet with location map
- General project notes
- Plan views of the project design elements
- Grading plan with associated cross sections
- Planting plan (if applicable)
- Typical details for the project design elements
- Erosion and turbidity control details

The A/E will prepare the plan sets to a professional industry standard of care. Construction plans will include all provided property lines, topographical features, and existing facilities sufficient to evaluate the project. Construction plans will be on plan sheets 22"x34' in size. Drawings will meet the statutory requirements for plans filed for public record. The Professional Engineer in responsible charge for the design of the project will affix to the cover sheet of the final construction plans the engineer's name, signature, and registration number as a Professional Engineer in the State of Florida, in accordance with state law governing Professional Engineers.

The EOPC is for budget purposes only and the estimated materials and unit costs represent the A/E's best judgment as a professional design firm familiar with the type of proposed construction. Due to the volatile nature of labor and material costs at this time, the EOPC will be estimated for a given range of costs. The EOPC will be submitted to the City for review and for budget purposes.

Task 3 Notes:

- A/E does not guarantee the outcome of permit application submittals or other agency decisions regarding the permit applications.
- A/E assumes proposed work will occur on City-owned property and/or submerged lands. Permitting effort does not include consultation or submittals to support the City in obtaining Easement from Division of State Lands.
- A/E assumes City project staff will coordinate and provide information for approvals to meet all inter-departmental requirements internal to the City.
- All permit and severeness fees will be paid directly to the agencies by the City.
- This scope of work does not include the preparation of mitigation plans, cumulative impact analysis, biological assessment, or environmental impact statement as a result of any proposed environmental impacts as result of any resources not yet identified. No mitigation design is included.
- The general project design will be agreed upon by the City at the conclusion of Task 1; any redesigns or significant changes in design can be included in a separate scope/fee for additional services.
- This scope of work does not include any redesign or significant design changes resulting from the City's (or City's partners) response to the EOPC. The A/E can provide a separate scope/fee for Value Engineering if requested.
- No construction documents/plans, bidding, construction management, or as-built tasks are included in this scope of work.

Task 4 – Community Engagement

The City alongside its partner organization, the TBEP, will conduct community engagement events to educate the community surrounding Little Bayou creek and lagoon on current issues and ongoing restoration efforts, as well as to involve the community in the overall planning and design of the Little Bayou Restoration Project(s).

4.1– Community Meetings

The A/E will provide an overview of relevant Task 1 activities at neighborhood associations and/or other existing community meetings to update the community on conceptual design development. At these meetings, residents will be asked to provide input on how they currently interact with the Little Bayou Park and surrounding habitat and what their priorities are for habitat restoration moving forward. Two public meetings (one virtually and one in-person) will be conducted to garner community feedback. One of these meetings will be intended to communicate project activities within the tidally connected areas including the

lagoon and adjacent section of Little Bayou Preserve, and, if requested by the City, one meeting may be intended to communicate project activities within upstream sections of Little Bayou Creek. Copies of meeting agendas, presentations, sign-in sheets, and meeting summaries will be provided by the A/E to the City.

4.2 – Educational Materials and Interpretative Signage

In support of the implementation of project activities, the City and its partner organization(s) will work to develop educational signage and other materials to highlight the importance of habitat restoration and water resources adjacent to the project area. Final educational material templates including for weather-resistant outdoor interpretive signage, citizen handouts, and other templates as needed will be provided by the A/E.

Task 4 Notes:

- City (or City's partner) will provide venue and all associated facilities and services for any in-person meetings.
- No peer review or responses to 3rd party requests are included in these services.

III. SCHEDULE

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

	Number of Days from NTP
Task 1 – Data Collection and Analysis	240
Task 2 – Hydrodynamic Modeling Report	400
Task 3 – Design and Permitting	900
Task 4 – Community Engagement	900

IV. A/E'S RESPONSIBILITIES

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

V. CITY'S RESPONSIBILITIES

- Provide GIS and/or stormwater model data as requested for the study area.
- Provide Community Meeting venue and all associated facilities and services for any in-person meetings

VI. DELIVERABLES

Task 1 – Data Collection and Analysis- Summary of task effort included in semi-annual progress reports; Technical Memo summarizing existing conditions; Conceptual designs with conceptual level Engineer's opinion of probable costs; Blue Carbon Sequestration Technical Memo.

Task 2 – Hydrodynamic Modeling Report – Summary of task effort included in semi-annual progress reports; Hydrodynamic model Technical Memorandum, including coastal model results and the non-tidal creek assessment.

Task 3 – Design and Permitting – Summary of task effort included in semi-annual progress reports; Pre-permitting meeting minutes; Final construction plans signed and sealed; Complete Federal and State permit application packages; RAI documents including updated plans.

Task 4 – Community Engagement – Semi-annual progress reports; Community meeting records including minutes; Educational material(s) templates.

VII. A/E'S COMPENSATION

For Tasks 1 through 4, the City shall compensate the A/E the not-to-exceed amount of $454,900.

This Task Order establishes an allowance in the amount of $50,000 for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Task Order.

The total Task Order amount is **$504,900**, per Appendix A.

VIII. PROJECT TEAM

Stantec Consulting Services Inc. is the Prime with no subconsultants.

IX. COMPLIANCE WITH GRANT AWARD TERMS

This Task Order is subject to the Agreement between the Tampa Bay Estuary Program ("TBEP") and the City of St. Petersburg for Bipartisan Infrastructure Law – Little Bayou Restoration Project ("Grant Agreement") and all rights granted to the City and TBEP thereunder. The Grant Agreement is attached to this Task Order as Exhibit A. To the extent the Grant Agreement sets forth terms and conditions that are required to be performed by the City as the recipient of funds under that agreement, the A/E is bound by and shall comply

with such terms and conditions. The A/E acknowledges and agrees that the City is obligated to document the A/E's progress in performing the Scope of Services to the TBEP in reports required by the Grant Agreement. The A/E shall submit to the City such data, reports, records and other documents relating to the Scope of Services as the City or federal government of the United States may require.

Additionally, A/E shall comply with each applicable provision of the "Required Federal Provisions Rider" attached to this Task Order as Exhibit B and made a part hereof.

X. MISCELLANOUS

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

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

_____
(Company Name)

By: _____
(Signature)

_____
(Printed Name and Title)

Date: _____

CITY OF ST. PETERSBURG, FLORIDA

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

DATE: _____

ATTEST

By: _____
Chandrahasa Srinivasa, City Clerk

(SEAL)

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

By: _____
City Attorney (Designee)

APPENDIX A
Work Task Breakdown
City of St. Petersburg
Little Bayou Lagoon Restoration
Project No. 25121-130

I. Manpower Estimate: All Tasks

	Direct Labor Rates Classifications	Senior Project Manager 1	Principal	Scientist Level 4	Environmental Technical Level 1	Environmental Technical Level 2	Technician 3	Scientist Level 2	Scientist Level 3	Environmental Technical Level 2	Senior Principal	Engineer 2	Engineer 4	Engineer 1	Engineer Tech	Senior Principal	Scientist Level 5	Scientist Level 1	Senior Surveyor	Survey Lead	2-man Survey Crew[2]	Total Hours	Labor Cost
	Direct Salary	$ 60.94	$ 64.65	$ 60.94	$ 44.78	$ 52.53	$ 42.09	$ 55.56	$ 56.90	$ 47.14	$ 71.38	$ 56.90	$ 71.38	$ 55.56	$ 47.14	$ 79.46	$ 71.38	$ 50.17	$ 64.65	$ 56.90			
	Multiplier/2.97	$ 120.06	$ 127.36	$ 120.06	$ 88.22	$ 103.48	$ 82.92	$ 109.45	$ 112.10	$ 92.87	$ 140.62	$ 112.10	$ 140.62	$ 109.45	$ 92.87	$ 156.54	$ 140.62	$ 98.84	$ 127.36	$ 112.10			
	Billing Rates[1]	$ 181.00	$ 192.00	$ 181.00	$ 133.00	$ 156.00	$ 125.00	$ 165.00	$ 169.00	$ 140.00	$ 212.00	$ 169.00	$ 212.00	$ 165.00	$ 140.00	$ 236.00	$ 212.00	$ 149.00	$ 192.00	$ 169.00	$ 255.00		
	TASK																						
1	DATA COLLECTION AND ANALYSIS	170	20	20	86	0	16	24	40	50	40	32	16	40	140	0	0	40	4	8	90	836	$ 143,898.00
2	HYDRODYNAMIC MODELING REPORT	60	0	0	0	0	0	0	0	0	0	110	100	300	0	12	0	40	0	0		622	$ 108,942.00
3	DESIGN AND PERMITTING	189	96	122	14	32	0	6	0	0	2	113	12	68	364	0	8	34	2	2		1064	$ 174,296.00
4	COMMUNITY ENGAGEMENT	31	8	8	4	0	0	0	12	0	4	0	0	0	0	4	0	4	0	0		75	$ 13,543.00
	Totals	450	124	150	104	32	16	30	52	50	46	255	128	408	504	16	8	118	6	10	90	2597	$ 440,679.00

II. Fee Calculation

Task	Labor Cost	Expenses[3]	Subconsultant Services	Mark-up on Subconsultant Services[4]	Total Cost Without Allowance
1	$143,898.00	$12,740.00	$0.00	$0.00	$156,638.00
2	$108,942.00	$0.00	$0.00	$0.00	$108,942.00
3	$174,296.00	$200.00	$0.00	$0.00	$174,496.00
4	$13,543.00	$1,281.00	$0.00	$0.00	$14,824.00
Total	$440,679.00	$14,221.00	$0.00	$0.00	$454,900.00

III. Fee Limit

Lump Sum Cost	$454,900.00
Allowance[5]	$50,000.00
Total:	**$504,900.00**

IV. Notes:

1. Rate x overhead + profit (per contract).
2. Task-based rate (per contract)
3. Includes expenses for: Sediment sample processing, sampling equipment/supplies, signage/printing, and direct project costs.
4. Five (5) percent markup of SUBCONSULTANT (per contract).
5. Allowance to be used only upon City's written authorization.

Appendix B – Agreement Between Tampa Bay Estuary Program and the City of St. Petersburg for Bipartisan Infrastructure Law – Little Bayou Restoration Project

Appendix C – Required Federal Provisions Rider

FEDERAL CONTRACT PROVISIONS RIDER

The following provisions are incorporated into the Task Order. For purposes of this Exhibit, any reference to "the contract" refers to the Agreement, any reference to "contractor" or "Contractor" refers to the "A/E" and any reference to services to be performed pursuant to the Agreement refers to the "Scope of Services" in this Task Order.

1. **Remedies**. Administrative, contractual, or legal remedies in instances where the Contractor violates or breaches the terms of this Agreement, along with such sanctions and penalties as appropriate, are addressed in section(s) 12, 13 and 14 of the body of the Agreement.

2. **Termination for Cause and Convenience.** Termination for cause and for convenience by the City, including the manner by which it will be effected and the basis for settlement is addressed in section(s) 14 of the body of the Agreement.

3. **Equal Employment Opportunity.** If the Agreement meets the definition of "federally assisted construction contract" in 41 C.F.R Part 60 1.3, the provisions of this section 7 apply:

   During the performance of this Agreement, the Contractor agrees as follows:

   (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Agreement may be declared ineligible for further Government contracts or federally assisted

construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not

demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. **Davis Bacon Act.** (40 U.S.C. §§ 3141-3148): If required by federal program legislation, in Construction contracts involving an excess of $2000, and subject to any other federal program limitations, all laborers and mechanics must be paid at a rate not less than those determined by the Secretary of Labor to be prevailing for the City, which rates are to be provided by the City. These wage rates are a federally mandated minimum only, and will be superseded by any State or City requirement mandating higher wage rates. The Contractor also agrees to comply with Department of Labor Regulations pursuant to the Davis-Bacon Act found in 29 CFR Parts 1, 3, 5 and 7 which enforce statutory labor standards provisions.

5. **Copeland Anti-Kickback Act.** If required by federal program legislation and subject to any other federal program limitations: (i) the Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Contract; (ii) The Contractor or subcontractor shall insert in any subcontracts the language contained in (i) of this subsection and also a clause requiring the subcontractors to include the language in subsection (i) in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor of this subsection; and (iii) A breach of this subsection may be grounds for termination of the Contract, and for debarment as a contractor or subcontractor as provided in 29 C.F.R. § 5.12.

6. **Contract Work Hours and Safety Standards Act.** If this Agreement has a total contract amount in excess of $100,000 and involves the employment of mechanics or laborers, the provisions of this section 10 apply:

    a. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed

on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph a of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph a of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph a of this section.

c. *Withholding for unpaid wages and liquidated damages.* The applicable Federal agency or loan or grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph b of this section.

d. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph a through d of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs a through d of this section

7. **Rights to Inventions Made Under a Contract or Agreement.** (Intentionally omitted)

8. **Environmental Protection.** If the total contract amount for this Agreement is in excess of $150,000, the provisions of this section 12 apply:

   The Contractor shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act (42 U.S.C. § 7401-7671q), Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (provisions of 40 CFR Part 50 and 2 CFR Part 1532 related to the Clean Air Act and Clean Water Act). Violations must be reported to the U.S. agency or agencies funding this Agreement and the Regional Office of the Environmental Protection Agency (EPA). The Contractor shall include this provision in all subcontracts.

9. **Debarment and Suspension.**

   a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. Accordingly, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

   b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

   c. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

   d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered

transactions.

10. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).** Contractors who apply or bid for an award of $100,000 or more shall file the required certification described in 44 C.F.R. Part 18, Appendix A. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

11. **Solid Waste Disposal Act.** Pursuant to 2 CFR § 200.323, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

12. **Procurement of Recovered Materials.** If the Agreement involves the use of materials, the provisions of this section 12 apply:

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

i. competitively within a timeframe providing for compliance with the contract performance schedule;

ii. meeting contract performance requirements; or

iii. at a reasonable price.

b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site:

https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

13. **Prohibition on certain telecommunications and video surveillance services or equipment.**

a. The Contractor is prohibited from obligating or expending funds to:

(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

b. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and

technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c. The Contractor's attention is directed to Public Law 115–232, section 889 for additional information.

d. The Contractor's attention is directed to § 200.471.

14. **Domestic preferences for procurements.**

a. As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

b. For purposes of this section:

i. ''Produced in the United States'' means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. ''Manufactured products'' means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

15. **Access to Records by Federal Government and State of Florida.**

(a) The Contractor agrees to provide the Federal government, the City, the TBEP, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(d) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal government.

16. **Lobbying Prohibition.**

(a) No funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Contractor certifies, by its signature to this Agreement, that:

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

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and 3.Contractor shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Agreement.

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

17. **Civil Rights Compliance.** Contractor shall not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age or sex (including sexual orientation

and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23; Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) and its implementing regulations; and The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.) and its implementing regulations.

18. **Covenant Against Contingent Fees.**

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

Bona fide employee, as used in this clause, means a person, employed by a contractor and subject to the contractor’s supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

Contingent fee, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

Improper influence, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

19. **Changes**. The process through which changes can be made by either party to alter the method, price, or schedule of the work can be found in Section 18 of the Agreement.

20. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

21. **Program Fraud and False or Fraudulent Statements or Related Acts**. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

22. **Affirmative Socioeconomic Steps**. If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

23. **License and Delivery of Works Subject to Copyright and Data Rights.**

    The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

Approvals - gcc
Report • Printed on February 7, 2025

Approved

2/20 Council - Little Bayou - Task Order & Grant Agreement

*Claude, Budget requested that we combine the two Memos into one, with two Resolutions.

Attachments

Stantec - Little Bayou - Task Or
https://stpete1-my.sharepoint.com/:

Final status: Approved

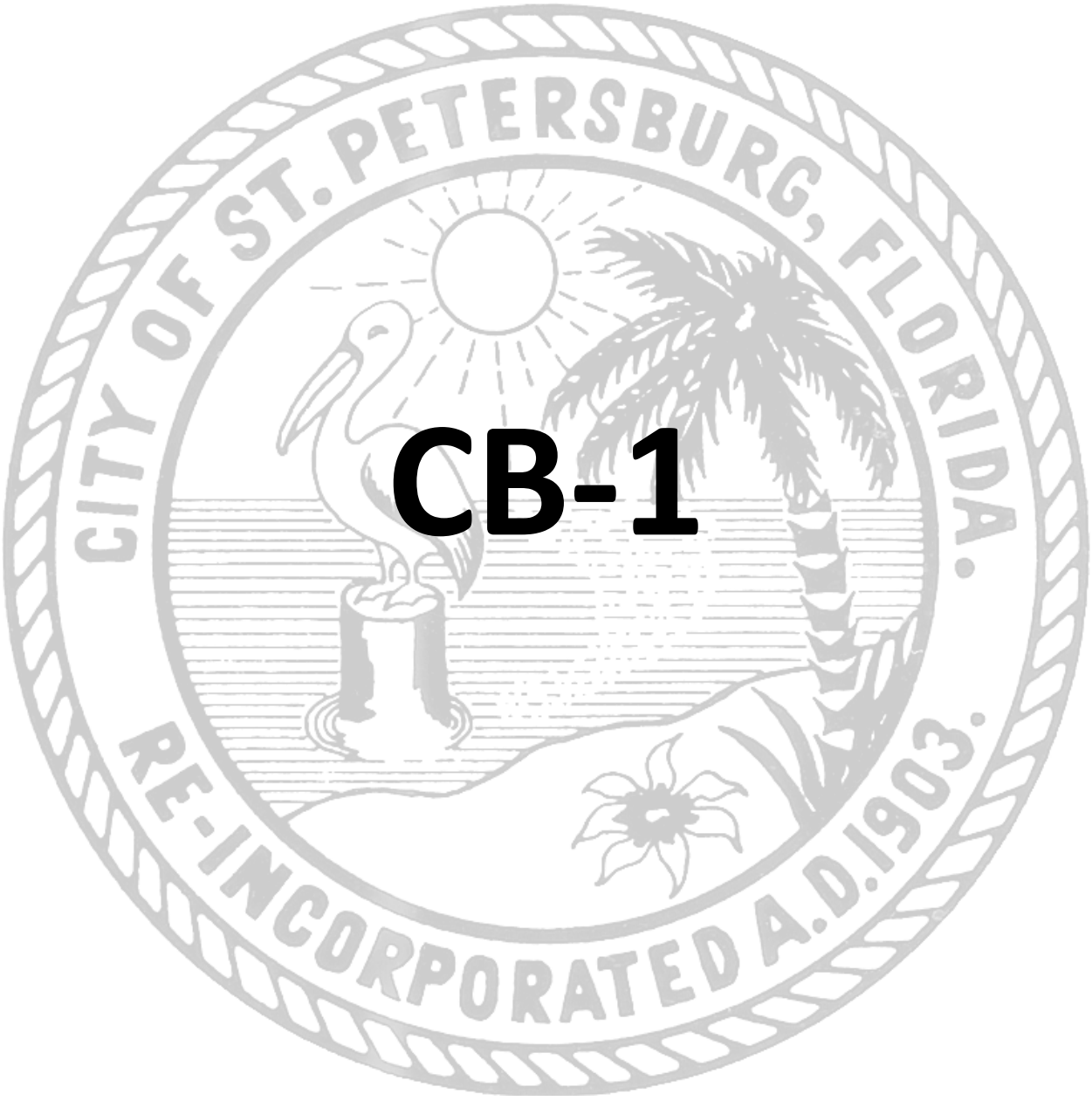
CT **Step 3: Approved by**
Claude Tankersley 2/6/2025 5:11:17 PM

MW **Step 2: Approved by**
Margaret B. Wahl 2/6/2025 11:03:17 AM

BP **Step 1: Approved by**
Brejesh Prayman 2/6/2025 11:01:54 AM

SJ **Requested by**
Sarah B. Johnson 2/6/2025 8:28:26 AM

The following page(s) contain the backup material for Agenda Item: Approving the renewal of a blanket purchase agreement with Peninsular Mechanical Contractors, Inc. for heating, ventilation, and air conditioning (HVAC) repairs, maintenance, and replacement services at Jamestown Apartments and Townhomes, for the Enterprise Facilities Department, in the amount of $100,000. Please scroll down to view the backup material.



CB-1

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 20, 2025

To: The Honorable Copley Gerdes, Chair, and Members of City Council

Subject: Approving the renewal of a blanket purchase agreement with Peninsular Mechanical Contractors, Inc. for heating, ventilation, and air conditioning (HVAC) repairs, maintenance, and replacement services at Jamestown Apartments and Townhomes, for the Enterprise Facilities Department, in the amount of $100,000.

Explanation: The vendor provides all labor, supervision, transportation, travel time and expenses, equipment, tools, diagnostic devices, and software to keep the HVAC systems in proper and continuous operation. This includes replacement of equipment, parts, materials, and supplies, to include but not be limited to, air filters, lubricants, refrigerants, compressors, condensers, thermostats, air diffusers, and grills, heating supply and return lines, water lines, air ducts, and exhaust fans.

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

Peninsular Mechanical Contractors, Inc. (Clearwater, FL) …….....$100,000

The original agreement was executed on March 1, 2022, and $229,698 has been spent during the initial term. On November 1, 2022, City Council approved an allocation increase in the amount of $100,000. On July 13, 2023, City Council approved a second allocation increase in the amount of $200,000. 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 March 1, 2025, through February 28, 2027. This is the first and final renewal.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Jamestown Complex Operating Fund (4081), Enterprise Facilities Department, Jamestown Complex Management Division (282.1113). Future fiscal year appropriations are subject to City Council approval.

Attachments: Resolution

RESOLUTION NO. 2025-___

A RESOLUTION APPROVING THE RENEWAL OPTION TO THE BLANKET PURCHASE AGREEMENT WITH PENINSULAR MECHANICAL CONTRACTORS, INC. FOR HVAC REPAIRS, MAINTENANCE AND REPLACEMENT SERVICES AT JAMESTOWN APARTMENTS AND TOWNHOMES FOR THE ENTERPRISE FACILITIES DEPARTMENT TO EXTEND THE TERM UNTIL FEBRUARY 28, 2027 AND INCREASE THE CONTRACT AMOUNT BY $100,000 FOR THIS RENEWAL TERM; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 1, 2022, the City and Peninsular Mechanical Contractors, Inc. entered into a three-year blanket purchase agreement with one three-year renewal option to provide HVAC repairs, maintenance and replacement services at the Jamestown Apartments and Townhomes; and

WHEREAS, on November 1, 2022, City Council approved an allocation increase to the agreement in the amount of $100,000; and

WHEREAS, on July 13, 2023, City Council approved a second allocation increase to the agreement in the amount of $200,000; and

WHEREAS, Administration desires to exercise the renewal option to extend the term through February 28, 2027 and increase the contract amount by $100,000 for this renewal term; and

WHEREAS, Peninsular Mechanical Contractors, Inc. has agreed to renew under the same terms and conditions of the Agreement; and

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the renewal option to the blanket purchase agreement with Peninsular Mechanical Contractors, Inc. for HVAC repairs, maintenance and replacement services at Jamestown Apartments and Townhomes for the Enterprise Facilities Department to extend the term until February 28, 2027 and increase the contract amount by $100,000 for this renewal term is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

LEGAL: DEPARTMENT:

00790206

Approvals - gcc
Report • Printed on January 27, 2025

Approved

910-36 HVAC Maintenance, Repairs, Replacements, Jamestown Apartments, February 20, 2025 (TLA)

The attached consent is ready for review and approvals. Thank you.

Attachments

Consent Write Up
https://stpete1.sharepoint.com/:w:/s/

Final status: Approved

JC **Step 4: Approved by**
James A. Corbett 1/27/2025 10:24:36 AM

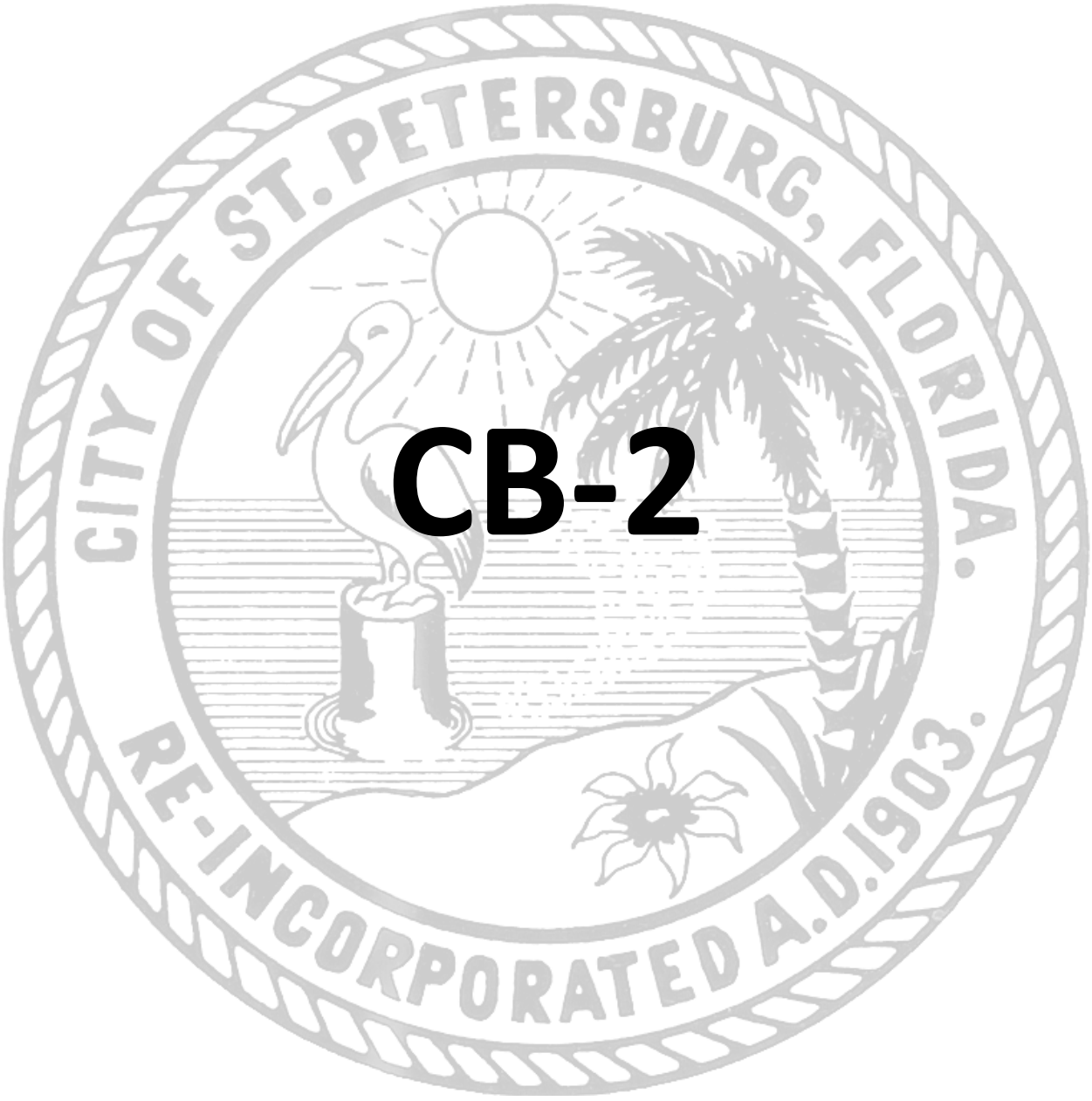
Step 3: 1 of 2 recipients approved
Carol A. Everson, Chris E. Ballestra

SS **Step 2: Approved by**
Stephanie S. Scarbrough 1/24/2025 10:34:09 AM

KB **Step 1: Approved by**
Kaitlyn S. Berger 1/23/2025 3:55:20 PM

VA **Requested by**
Victoria L. Amerson 1/23/2025 10:39:21 AM

The following page(s) contain the backup material for Agenda Item: Approving an increase in allocation for debt collection services with Forest Recovery Services LLC for the Billing and Collections Department, in the amount of $60,000.
Please scroll down to view the backup material.



CB-2

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 20, 2025

To: The Honorable Copley Gerdes, Chair, and Members of City Council

Subject: Approving an increase in allocation for debt collection services with Forest Recovery Services LLC for the Billing and Collections Department, in the amount of $60,000.

Explanation: The vendor provides debt collection services for accounts that are over 60 days past due, including city invoices, city utilities, cost or other type of judgements, parking tickets, and returned checks. The percentage of commission paid to the vendor is 18.75% for all accounts, and 40% for accounts requiring legal action.

The Procurement and Supply Management Department, in cooperation with the Billing and Collections Department, recommend:

Forest Recovery Services LLC (Clover, S.C.).....$60,000

The original agreement was executed on March 6, 2020. On November 23, 2022 an administrative increase was approved in the amount of $25,000. On May 4, 2023, City council approved a two-year renewal of the blanket purchase agreement for debt collection services effective March 6, 2020, through February 28, 2025. A two-month contract extension, per Section 2-203 (b) of the Procurement Code, is being utilized, and will end on April 28, 2024. The total spend for this contract to date is $544,549. An increase in allocation is needed to cover expenses during the extension. The vendor has agreed to extend under the same terms and conditions. Administration recommends approval based on the vendor's past satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreement.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Billing and Collections Fund (5201), Billing and Collections Department, Various Divisions; Parking Revenue Fund (1021), Transportation and Parking Management, Various Divisions; and General Fund (0001), Neighborhood Services – Codes Compliance Department, Codes Compliance Division (110.1125).

Attachments: Resolution

RESOLUTION NO. ____

A RESOLUTION APPROVING AN INCREASE IN THE AMOUNT OF $60,000 TO THE ALLOCATION FOR THE AGREEMENT WITH FOREST RECOVERY SERVICES LLC FOR DEBT COLLECTION SERVICES FOR THE BILLING AND COLLECTIONS DEPARTMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Forest Recovery Services LLC ("Vendor") provides debt collection services for the Billing and Collections Department pursuant to agreement executed on March 6, 2020 ("Agreement"); and

WHEREAS, on November 23, 2022, an administrative increase to the allocation for the Agreement in the amount of $25, 000 was approved; and

WHEREAS, on May 4, 2023, City Council approved the two-year renewal option to the Agreement through February 28, 2025; and

WHEREAS, Section 2-203(b) of the City Code allows any contract to be extended for a period not to exceed six months if such extension is in the best interest of the City and is necessary to allow the City to finalize the solicitation and negotiation of a replacement contract; and

WHEREAS, a two-month extension of the Agreement is in the best interest of the City and is necessary for the City to complete the solicitation and negotiation of a replacement contract; and

WHEREAS, pursuant to this two-month extension, the Agreement will end on April 28, 2025; and

WHEREAS, an increase in the amount of $60,000 to the allocation for the Agreement is needed to cover expenses during the extension period; and

WHEREAS, the Procurement and Supply Management Department, in cooperation with Billing and Collections 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 $60,000 to the allocation for the agreement with Forest Recovery Services LLC for debt collection services for the Billing and Collections 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:

Shawn Michnowicz
00790731

Candice Winter

Approvals - gcc
Report • Printed on January 27, 2025

Approved

946-33 Financial Services, Debt Collection, February 20, 2025 (TLA)

The attached consent is ready for review and approvals.

Attachments

Consent Write Up
https://stpete1.sharepoint.com/:w:/s,

Final status: Approved

TG **Step 4: Approved by**
Tom Greene 1/27/2025 10:54:11 AM

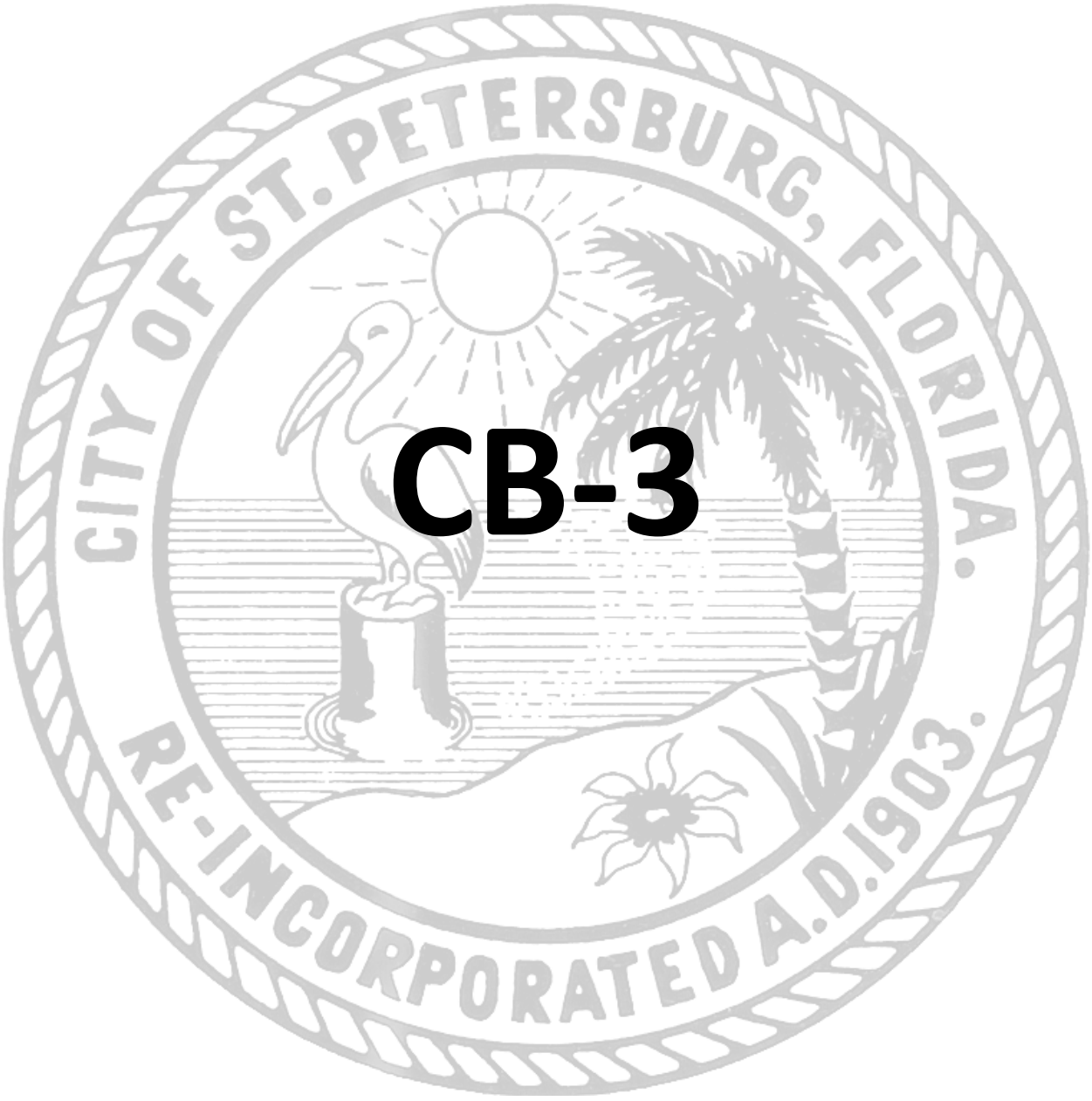
CW **Step 3: Approved by**
Candice S. Winter 1/27/2025 10:20:46 AM

SS **Step 2: Approved by**
Stephanie S. Scarbrough 1/24/2025 10:34:51 AM

PP **Step 1: Approved by**
Patricia Pena 1/23/2025 1:17:34 PM

VA **Requested by**
Victoria L. Amerson 1/23/2025 10:51:09 AM

The following page(s) contain the backup material for Agenda Item: Accepting a bid from Flagship Towing, LLC for Marine Towing and Storage Services, for the Police Department, for a three-year contract amount of $114,000.
Please scroll down to view the backup material.



CB-3

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 20, 2025

To: The Honorable Copley Gerdes, Chair, and Members of City Council

Subject: Accepting a bid from Flagship Towing, LLC for Marine Towing and Storage Services, for the Police Department, for a three-year contract amount of $114,000.

Explanation: The Procurement and Supply Management Department issued IFB No. 25-011 on December 2, 2024. The bids were opened on January 2, 2025. The Procurement & Supply Management department received two bids for the marine towing and storage services and are tabulated as follows:

Bidders	**Amount**
Flagship Towing, LLC (Austin, TX)	$225.00 per hour for towing services
Divecom Marine Services (Palmetto, FL)	$775.00 per hour for towing services

The vendor will furnish all labor, materials, supervision, tools, equipment, and vehicles necessary for tow and impound vessels at the direction of the St. Petersburg Police Department Marine Unit and the City's Marina if vessels are found in violation of Florida Statue 327.4107, at risk of becoming derelict on waters of this state; and City Code Section 7-93, hazardous vessels or watercraft, or City Code Section 7-94, abandoned vessels or watercraft.

The Procurement and Supply Management Department, in cooperation with the Police Department, recommends an award to:

Flagship Towing, LLC (Austin, TX)…….$114,000
(Three-Years @ $38,000 per year)

Flagship Towing, LLC, the lowest responsible and responsive bidder with an impound facility located in the City of St. Petersburg, has met the requirements of IFB No. 25-011, dated January 2, 2025. A blanket purchase agreement will be issued for the initial term of (3) three-years with (2) two, one-year renewal periods upon mutual agreement and will be binding only for actual services rendered.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), Police Department, Traffic and Marine Division (140-1477). 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 ACCEPTING THE BID AND APPROVING A THREE-YEAR AGREEMENT WITH TWO ONE-YEAR RENEWAL OPTIONS WITH FLAGSHIP TOWING, LLC FOR MARINE TOWING AND STORAGE SERVICES FOR THE POLICE DEPARTMENT AT A TOTAL CONTRACT AMOUNT NOT TO EXCEED $114,000 FOR THE INITIAL THREE-YEAR TERM; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department issued IFB No. 25-011 on January 2, 2025 for marine towing and storage services for the Police Department; and

WHEREAS, the City received two (2) bids in response to IFB No. 25-011; and

WHEREAS, Flagship Towing, LLC is the lowest responsible and responsive bidder and has met the requirements of IFB 25-011; and

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the award of a three-year agreement with two one-year renewal options to Flagship Towning, LLC for marine towing and storage services for the Police Department at a total contact amount not to exceed $114,000 for the initial three-year term is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

LEGAL: Sharon Michnowicz
00790198

DEPARTMENT: Megan McGee

Approvals - gcc
Report • Printed on January 27, 2025

Approved

Important

959-84 Marine Towing & Storage Services, February 20, 2025

Good Morning, please review the revised consent agenda write-up for Marine Towing & Storage Services for your approval. Please approve by 11am today, thank you.

Attachments

959-84 Marine Towing & Stora
https://stpete1-my.sharepoint.com/:

Final status: Approved

DG **Step 4: Approved by**
David J. Gerardo 1/27/2025 10:58:03 AM

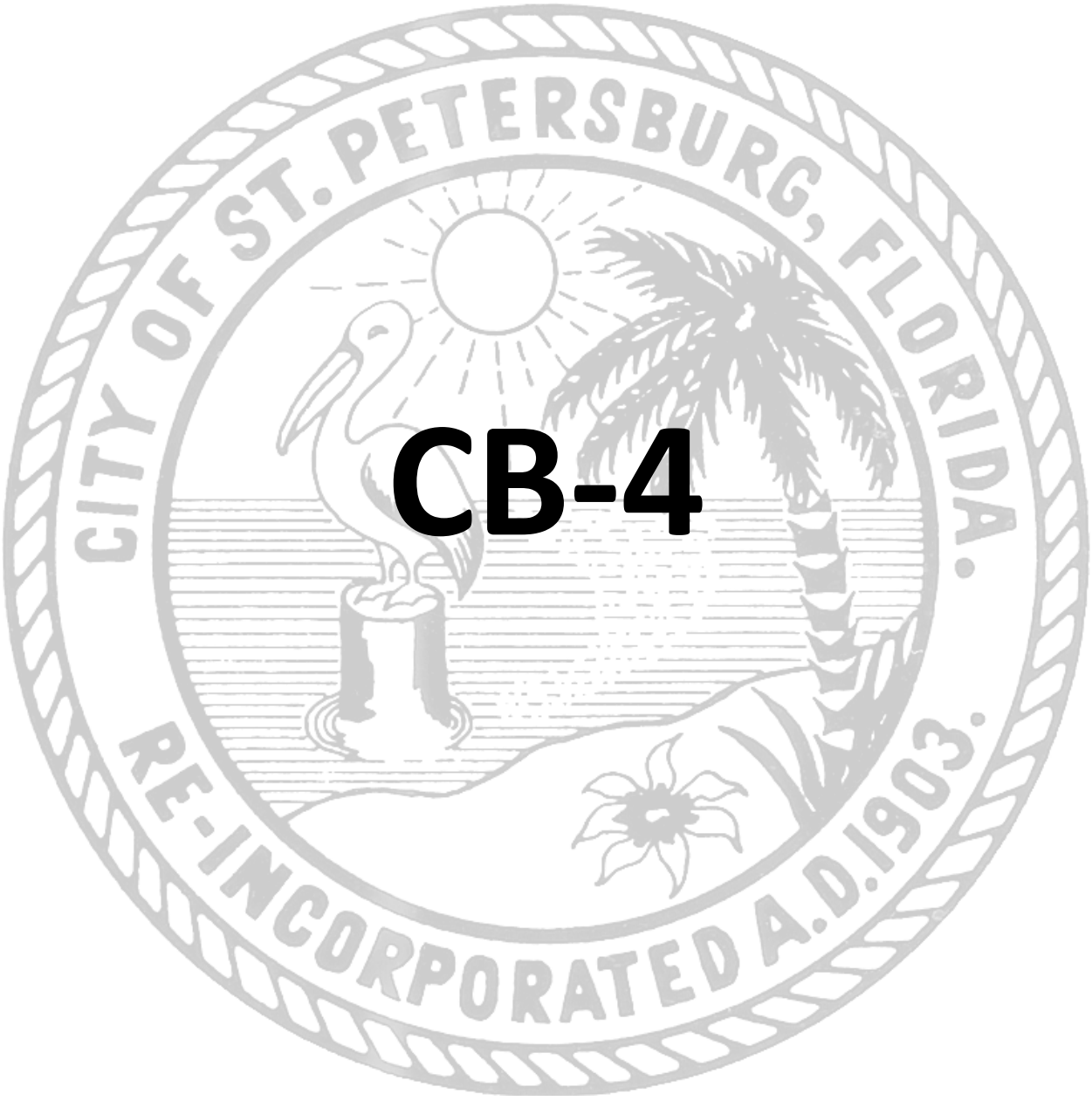
MM **Step 3: Approved by**
Megan C. McGee 1/27/2025 10:48:36 AM

SS **Step 2: Approved by**
Stephanie S. Scarbrough 1/27/2025 9:34:22 AM

Step 1: 1 of 2 recipients approved
Patricia Pena

LB **Requested by**
Lawanda S. Barber 1/27/2025 8:52:25 AM

The following page(s) contain the backup material for Agenda Item: A resolution authorizing the Mayor, or his designee, to execute a Lease Agreement between the City of St. Petersburg, Florida and DAVES RESTAURANT, INC., d/b/a Frescos, for a one-year term from May 01, 2025 through April 30, 2026.
Please scroll down to view the backup material.



CB-4

CITY OF ST. PETERSBURG
City Council Meeting of February 20, 2025
Consent Agenda

TO: The Honorable Copley Gerdes, Chair, and Members of City Council

FROM: Chris Ballestra, Managing Director, City Development Administration

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a Lease Agreement between the City of St. Petersburg, Florida and DAVE'S RESTAURANTS, INC., dba Fresco's, for a one-year term from May 01, 2025 through April 30, 2026.

EXPLANATION: The current Lease Agreement between the City of St. Petersburg and DAVE'S RESTURANTS, dba Fresco's, ("Fresco's") is expiring on April 30, 2025. The City desires to enter into a new one-year Lease Agreement with the tenant to continue their operation of Fresco's at the St. Pete Pier. The intent is to keep this tenant in place for an additional 12 months until April 30, 2026. The terms of this lease agreement will remain consistent with the original lease. Legal has made updates to insurance requirements and other non-substantive adjustments.

RECOMMENDATION: Administration recommends City Council approve a resolution authorizing the Mayor, or his designee, to execute a Lease Agreement between the City of St. Petersburg, Florida and DAVE'S RESTAURANTS, INC. dba Fresco's, for a one-year term running from May 01, 2025, through April 30, 2026.

COST/FUNDING INFORMATION: There are no City expenses related to this lease. Revenues in the amount of $84,000 will be received in base rent and approximately $84,676 in percentage rent (based on prior year actuals) for this lease. Revenues will continue to be reflected in the Pier Operating Fund (1203).

ATTACHMENTS:

1. Resolution
2. Lease Agreement

APPROVALS:

Administration

Budget Kaitlyn Berger

Resolution No. 2025 - ____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A LEASE AGREEMENT WITH DAVE'S RESTAURANTS, INC., A FLORIDA CORPORATION, D/B/A FRESCO'S, TO LEASE AND OPERATE THE CITY-OWNED RESTAURANT PROPERTY LOCATED AT 300 – 2ND AVENUE NORTHEAST, ST. PETERSBURG, FOR A TERM OF TWELVE (12) MONTHS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg ("City") and Dave's Restaurants, Inc., a Florida corporation, d/b/a Fresco's ("Tenant") entered into a 10-year lease on April 30, 2014 for the Tenant to operate a full-service restaurant and lounge at the St. Petersburg Pier located at 300 - 2nd Avenue NE, St. Petersburg ("Premises") through April 30, 2024 ("Original Lease"); and

WHEREAS, prior to the expiration of the Original Lease, City Council approved a twelve (12) month lease agreement between the City and the Tenant for the Tenant to continue its operations at the Premises through April 30, 2025; and

WHEREAS, Administration desires to enter into a new twelve (12) month lease agreement with the Tenant prior to the expiration of the current lease; and

WHEREAS, the term of the new lease agreement will commence on May 1, 2025 and expire on April 30, 2026, with no renewal options.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute a lease agreement with Dave's Restaurants, Inc., a Florida corporation, d/b/a Fresco's, to lease and operate the City-owned restaurant property located at 300 – 2nd Avenue Northeast, St. Petersburg, for a term of twelve (12) months.

This Resolution shall become effective immediately upon its adoption.

Legal:

Shawn Michnowicz
City Attorney (Designee)
00790666

City Development Administration:

Real Estate and Property Management:

LEASE AGREEMENT
BETWEEN
City of St. Petersburg
and
DAVE'S RESTAURANTS, INC.
City as Owner/Lessor L-6260

THIS LEASE AGREEMENT ("**Lease**") is made and entered into this _____day of _____, 2025 ("**Execution Date**") by and between the CITY OF ST. PETERSBURG, 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 DAVE'S RESTAURANTS, INC., dba Fresco's, a Florida corporation ("**Tenant**"), whose mailing address is 325 5th Street South, St. Petersburg, FL 33701 (collectively "**Parties**").

RECITALS:

WHEREAS, the City owns real property and associated improvements located at 300 2nd Ave. NE; and

WHEREAS, the Parties entered into a 10-year lease on April 30, 2014 for the Tenant to operate a full service, table-waited restaurant and lounge at the Premises (as hereinafter defined) through April 30, 2024, followed by a twelve-month lease that runs through April 30, 2025; and

WHEREAS, the Tenant desires to continue operating that restaurant and lounge on the Premises for an additional twelve-month period pursuant to the terms and conditions of this Lease.

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 recitals are true and correct and are incorporated herein by reference.

2. **LEASE OF PREMISES**: The City hereby leases to the Tenant, and the Tenant leases from the City, the real property located at 300 Second Ave. NE, St. Petersburg Florida 33701, including a building of approximately 1,998 square feet ("**Building**"), plus outside front, side and rear decks and adjacent rear storage, as depicted in Exhibits "A" and "B" (collectively, "**Premises**"), attached hereto and incorporated herein by reference, subject to the terms, provisions, conditions, and limitations set forth in this Lease.

3. **TERM**: This Lease commences on May 1, 2025 ("**Effective Date**") and expires on April 30, 2026 (**"Expiration Date"**), unless earlier terminated as provided for herein ("**Term**").

4. **RENT AND ADDITIONAL RENT***:*

4.1. Base Rent. The Tenant shall pay to the City a monthly fee of (i) Ten Thousand Dollars ($10,000) per month for January through June, and (ii) Four Thousand Dollars ($4,000) per month for July through December (**"Base Rent"**), together with all applicable taxes, on or before the Due Date (as defined herein).

4.2. Percentage Rent. In addition to Base Rent, the Tenant shall pay an amount to the City tied specifically to the Gross Sales (as defined herein) of all business conducted at, on, or from the Premises ("**Percentage Rent**") as follows:

4.2.1. Gross Sales Defined: For the purposes of this Lease, "**Gross Sales**" means the entire amount of the actual sale price, whether for cash, credit or otherwise, of all sales of goods and services and all other income and receipts whatsoever of all business conducted at, on, or from the Premises, as reported on the Tenant's Florida Department of Revenue Form 15 ("**DR-15**") or any subsequent replacement form utilized for reporting taxable sales to the State of Florida.

4.2.1.1. Notwithstanding what is reported on the DR-15, Gross Sales includes, without limitation:

4.2.1.1.1. mail, telephone, facsimile, internet, electronic, video and computer orders, and orders by means of other technology-based systems whether now existing or hereafter developed, and other orders received, placed, or filled at the Premises,

4.2.1.1.2. deposits not refunded to purchasers,

4.2.1.1.3. orders taken at the Premises although filled elsewhere,

4.2.1.1.4. gross receipts from vending and game machines (not to be construed to authorize vending or game machines unless specifically set forth in this Lease, or an amendment thereto),

4.2.1.1.5. sale price of gift and merchandise certificates,

4.2.1.1.6. payments from other parties for shelf or advertising space at or respecting the Premises,

4.2.1.1.7. the full value of all consideration other than money received,

4.2.1.1.8. all other gross income or receipts from any business or operation at, on, or from the Premises, and

4.2.1.1.9. Gross Sales by any subtenant, concessionaire, or licensee.

4.2.1.2. Notwithstanding what is reported on the DR-15, Gross Sales does not include (but the Tenant shall keep separate records therefore as part of Tenant Records, as defined below):

4.2.1.2.1. returns to shippers or manufacturers,

4.2.1.2.2. proceeds from the sale of used Trade Fixtures (as defined herein),

4.2.1.2.3. any cash or credit refunds upon any sale made at, on, or from the Premises where the merchandise is returned by the purchaser,

4.2.1.2.4. any sales or excise tax imposed by any duly constituted governmental authority (provided that no income or franchise tax, capital stock tax, tax based upon gross receipts, assets or net worth, or similar tax may be deducted from Gross Sales), or

4.2.1.2.5. the exchange of merchandise between the stores and warehouses of the Tenant, if any, where such exchange of merchandise is made solely for the convenient operation of the business of the Tenant and not for the purpose of consummating a sale that has theretofore been made at, on, or from the Premises or for the purpose of depriving the City of the benefit of a sale that otherwise would be made at, in, or from the Premises.

4.2.1.3 Gross Sales may not be reduced to allow for any uncollected or uncollectible amounts or reserves therefore, nor for cost of products or services sold, or other costs, charges, or expenses of purchasing, financing, selling, transportation, overhead, or taxes except as expressly provided herein.

4.2.1.4 Gross Sales may not be reduced by trade-ins, and the sale price of the item sold for purposes hereof layaway, credit, and installment sales must be included in the month in which the goods or services are delivered or provided, or in which any portion of the payment is received, whichever first occurs, regardless of when or whether full payment is received.

4.2.2. Percentage Rent Calculation: The amount of Percentage Rent due each month shall be determined based on the total of all Gross Sales, as reported on the monthly DR-15 ("**Cumulative Gross Sales**") for the preceding month. Percentage Rent shall be calculated as follows:

4.2.2.1. The Tenant shall pay no Percentage Rent in any month in which Cumulative Gross Sales are less than $1,000,000.

4.2.2.2. For Cumulative Gross Sales between $1,000,000 to $2,000,000 in any month, the Tenant shall pay the City as follows: two percent (2%) of all such Gross Sales.

4.2.2.3. For Cumulative Gross Sales in excess of $2,000,000 in any month, the Tenant shall pay the City as follows: one percent (1%) of all such Gross Sales.

4.2.2.4. The amounts in subparagraph 4.2.2 are intended to reflect a full one-month period of operation and will be adjusted on a pro-rata basis to reflect the relative period of operations within the operative month.

4.2.3. Accounting: All Percentage Rent payments must be accompanied by an accounting of the amount of Percentage Rent paid in a form acceptable to the City.

4.3. Additional Rent: All other money to be paid by the Tenant to the City pursuant to this Lease will be paid and collectible as additional rent ("**Additional Rent**"), which is due and payable by the Due Date following the month in which it was incurred.

4.4. Due Date:

4.4.1. Base Rent and Additional Rent Due Date: The Base Rent and Additional Rent are due without demand or notice on the fifth (5th) day of each month during the Term ("**Due Date**").

4.4.2. Percentage Rent Due Date: Percentage Rent for the Gross Sales received in the immediately preceding month is due and payable without demand or notice by the first (1st) day of the month following submittal of the Tenant's DR-15 or other applicable required documents to the State of Florida pursuant to paragraph 4.2.1 of this Lease ("**Percentage Rent Due Date**"). Example of Percentage Rent Due Date: If the Tenant submits required documents to the State of Florida in July 2025 for June 2025 sales, then the Percentage Rent Due Date for June 2025 sales would be August 1, 2025.

4.5. Late Fees: If any Base Rent, Percentage Rent, or Additional Rent (Base Rent, Percentage Rent, and Additional Rent collectively referred to herein as "**Rent**") is received by the City after the date it becomes due, the Tenant shall pay the City a late fee of one hundred dollars ($100) per day to compensate the City for the additional administrative expense and inconvenience occasioned thereby, which late fee 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 Tenant returned to the City for insufficient funds. All charges identified in this subparagraph 4.5 are payable as Additional Rent.

4.6. Rounding of Rent: All Rent calculated in accordance with this Lease will be rounded upward to the nearest whole dollar.

4.7. Sales Tax on Rent: The Tenant acknowledges that, pursuant to Rule 12A-1.070(4), F. A.C., all considerations paid by the Tenant for the right to use and occupy the Premises, including all Rent (i.e., all Base Rent, Percentage Rent, Additional Rent, including but not limited to ad valorem tax payments, pass-through utility charges, etc.), are subject to sales tax, unless an exemption applies.

4.8. Monthly Reporting: The Tenant shall provide to the City without demand or notice by the fifteenth (15th) day of each month:

4.8.1. An accounting of the previous month's Gross Revenues, percentage calculation, and monthly Rent payment due, in a form approved by the City; and

4.8.2. A copy of the Tenant's DR-15, or any subsequent replacement form utilized for reporting taxable sales to the State of Florida, that was submitted to the State of Florida for the previous month.

4.9. Payment of Rent: The Tenant shall pay the Rent and any Additional Rent to the City at the following address:

By Mail:	In Person:
City of St. Petersburg	City of St. Petersburg
Central Cashier	Central Cashier
PO Box 2842	Municipal Services Center
St. Petersburg, FL 33731	One 4th Street North, 1st-Floor
	St. Petersburg, FL 33701
	Hours: M-F, 8:00am to 5:00pm

5. **PERMITTED USES**: The Tenant shall continuously use the Premises for a full service, table-waited restaurant and lounge, serving liquor and other beverages, and Mediterranean, and Italian Nuevo and Gulf Coast Cuisine and such other cuisine as may be implemented from time to time as approved by the City in writing. The Tenant will offer snacks "to-go" for the boating public as well as evening "tapas" and "desserts" for evening after dinner service. The Tenant may not use or permit the use of the Premises for any other purpose than that set forth herein ("**Permitted Uses**"). Any use of the Premises other than the Permitted Uses is prohibited without the City's written consent. The Tenant shall operate its business in an efficient and reputable manner.

6. **CITY EVENTS**: The City reserves the right to conduct City events and permit private events off the Premises that may affect access to the Premises. The City shall cooperate with the Tenant to minimize the impact of any such event.

7. **INTERFERENCE WITH OPERATIONS**: Except as set forth in Paragraph 6 of this Lease, if the Tenant, due to the acts or omissions of the City, is unable to reasonably conduct its business operations as a result of an obstruction preventing the Tenant's customers reasonable access to the Premises, or if any utility service to the Premises is interrupted or discontinued due to the City's acts or omissions for a period that exceeds ten (10) calendar days, the Tenant will have the right to terminate this Lease. The rights and remedies of the Tenant set forth in this paragraph are not exclusive and are in addition to any remedy it may have in law or in equity (including the right to seek injunctive relief) all of which shall be cumulative. Notwithstanding the foregoing, this provision does not apply to necessary repairs or treatments that may impact the Tenant's business operations.

8. **UTILITIES/SERVICES**: The Tenant shall contract in its own name and 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, sewer, gas, cable/satellite, television/communication, sewerage, garbage and trash collection, and reclaimed water, if any, associated with the Tenant's use and occupancy of the Premises. If the Tenant fails to pay all or any portion of such utilities or other services, the City, in its sole and absolute discretion, may effectuate all or any portion of such payment, in which case the Tenant shall reimburse the City in full. Such reimbursement amount will become due and collectible as Additional Rent.

9. **FEES AND TAXES**: The Tenant 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 ad valorem tax; tangible personal property tax; sales tax; special assessments; stormwater fees; sales, excise, rental, or use taxes imposed by law on the Rent; and all municipal, county, state, and federal taxes assessed during the Term against personal property of any kind owned or placed in, upon, or about the Premises by the Tenant. If the Tenant fails to pay all or any portion of the taxes, assessments, or

fees and the City pays all or any portion of the taxes, assessments, or fees, the Tenant must reimburse the City in full. Such reimbursement amount will become due and collectible as Additional Rent. The Tenant, in its capacity as a lessee of the Premises, may challenge the amount of real property tax assessed by the Pinellas County Property Appraiser at its own cost and expense. The Tenant shall not act as an agent or representative of the City in any such challenge.

10. **CITY'S RIGHT TO AUDIT**: The City has the right to audit the books and records of the Tenant relating to Percentage Rent, and the Tenant, on request of the City shall make all such books and records available for examination at the Premises. If the City conducts an audit of the Percentage Rent and it is found that the Percentage Rent is understated by more than five percent (5%) or the books and records contain any willful inaccuracies, then, in addition to immediately paying the City the full amount of the understated Percentage Rent plus applicable sales tax, the Tenant shall pay to the City the cost of the audit. If the City conducts an audit and if two (2) audits during the Term reveals understatements of Percentage Rent by the Tenant of more than five percent (5%), then the same will constitute a material default of this Lease by the Tenant, and the City may immediately terminate this Lease by providing written notice of termination to the Tenant in accordance with paragraph 41. All payments made pursuant to this subparagraph will become due and collectible as Additional Rent.

11. **AS-IS CONDITION**: The Tenant has been occupying the Premises and accepts the condition of the Premises in its current "as-is" condition. The City has made no representations, statements, or warranties, either expressed or implied, as to the condition of the Premises, or as to the Premises' fitness for a particular use. Without limiting the Tenant's obligations set forth in paragraph 13, the Tenant will not be responsible or liable for any latent defects in the construction of the Premises.

12. **RETURN OF PREMISES ON EXPIRATION, TERMINATION OR CANCELLATION**: The Tenant shall, on or before the expiration of this Lease, or at its earlier termination as provided herein, remove all goods and effects of the Tenant, repair any damage caused by such removal and surrender and deliver up the Premises, broom clean and in good order, condition and repair, ordinary wear and tear and damage by fire or unavoidable casualty excepted. Any property not removed within twenty-four (24) hours after the Expiration Date or the earlier termination of this Lease will be deemed to have been abandoned by the Tenant and may be retained or disposed of by the City, as the City desires. The Tenant shall return the Premises free and clear of any contractual obligations or other legal encumbrances not approved in writing by the City.

13. **TENANT'S MAINTENANCE OBLIGATIONS FOR THE PREMISES**: The Tenant, at the Tenant's sole cost and expense, shall:

13.1. Interior: Keep and maintain, in good order and repair, reasonable wear and tear excepted, and in a clean and sanitary condition, and shall make all necessary repairs, including all necessary replacements, alterations and additions, using material and equipment of similar or superior kind and quality to the original improvements, all interior improvements, including but not limited to: all walls; ceilings; floors; paint; windows; window glass; window shades and coverings; partitions; doors; fixtures; equipment and appurtenances thereof; lighting; electrical equipment; heating, ventilation and air conditioning ("**HVAC**"); and plumbing fixtures and equipment.

13.2. Exterior: At its own cost and expense, keep, maintain, and replace, if necessary, the fixtures and improvements located on the Building exterior

including but not limited exterior paint, shades, awnings, exterior window coverings, and lights.

13.3. Tenant Improvements: Make any repairs necessitated by reason of any structural defect in or resulting from any Improvements (as defined herein) made to the Premises by or through the Tenant, including but not limited to structural defects in the Premises' foundation or floor slab, the structural portion of any exterior walls, or the roof. Additionally, the Tenant shall make all repairs necessitated by the act, omission, or neglect of the Tenant or its employees, agents, representatives, contractors, subcontractors, invitees, subtenants, or volunteers.

13.4. Grease Trap: Pay all costs and expenses associated with the installation, operation, maintenance, and repair of the grease trap as well as all costs associated with grease disposal.

13.5. Security: Protect the Premises and the property located therein from theft and robbery and keep all doors and windows securely fastened when the Premises are not in use.

13.6. Fire Suppression: Be responsible for all fire suppression systems and equipment including but not limited to the fire sprinkler, fire hood and fire extinguishers, and all required inspections and certifications thereof.

13.7. Trash Disposal: Pay all costs associated with disposal of its garbage, including but not limited to costs of pick up, containers, and deposits. The location of any outdoor containers utilized for garbage must be pre-approved by the City.

13.8. Exterior and Sidewalk: Keep the exterior of the Premises and the adjacent sidewalk clear of all debris and litter.

13.9. Service Contracts: As part of the Tenant's maintenance obligations, the Tenant shall, at its sole cost and expense, enter into and provide for the following service contracts ("**Service Contracts**"):

13.9.1. HVAC: An annual HVAC maintenance contract covering all units, with a duly licensed HVAC contractor, providing maintenance service that includes monthly filter replacements and semi-annual cleaning of the HVAC coils.

13.9.2. Pest Control: An annual contract for termite and pest control, provided by a licensed wood destroying organisms inspection firm, that includes monthly pest inspections and treatments for insects, nematodes, rodents, weeds, or other life forms that are injurious to human health or interfere with economic activities. The Tenant assumes all responsibility for pest control, including but not limited to termite extermination.

13.9.3. Service Contracts Documentation: The Tenant shall deliver a copy of the Service Contracts to the City to the address set forth in paragraph 41 upon request.

13.10. Failure to Maintain or Repair: If the Tenant fails to perform any of the Tenant's maintenance or repair obligations under this paragraph 13, the City, in its sole and absolute discretion, may effectuate such maintenance or repairs, in which case the Tenant must reimburse the City in full. Such reimbursement

amount will become due and collectible as Additional Rent. Nothing contained herein may be construed to limit the City's other rights and remedies for the Tenant's failure to perform its maintenance or repair obligations under this paragraph 13.

13.11. City's Failure to Act: Notwithstanding the above, if the Tenant is required to undertake maintenance or repair to the Premises because of the City's wrongful or negligent act or omission to act, or because of any latent defect in the Premises and if the City has failed to cure or initiate and diligently pursue a cure of said defect within thirty (30) days of written notice from the Tenant, the Tenant may charge the reasonable cost of such repairs to the City and the City shall have thirty (30) days from receipt of invoice(s) for such costs to make payment in full to the Tenant.

14. **TENANT'S DUTY TO NOTIFY**: The Tenant shall give prompt notice to the City in accordance with paragraph 41 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; and (iii) any dangerous conditions on the Premises known to the Tenant.

15. **TENANT'S DUTY TO WARN**: The Tenant shall warn all persons who enter the Premises of any concealed dangers discovered by the Tenant or caused by the Permitted Uses or the Tenant's occupancy of the Premises.

16. **CITY'S MAINTENANCE OBLIGATIONS FOR THE PREMISES**:

16.1. Building Structure: The City shall, at its cost and expense, keep, maintain and replace, if necessary, the utilities and plumbing system of the Building up to and including the connections to the meters, the sprinkler mains, if any, and structural systems including, without limitation, the roof, roof membrane, roof covering, including interior ceiling damage by leakage, load-bearing walls, floor slabs, and masonry walls.

16.2. City's Failure to Act. If the City fails to maintain the Building, as required hereunder, then thirty (30) days after written request (or such longer period as is necessary if the repair cannot reasonably be completed within the thirty (30) day period and the City promptly and diligently pursues the completion of such repair), the Tenant shall have the right but not the obligation to make such repairs at the City's expense, and upon completion thereof the Tenant shall be entitled to a refund of Rent due hereunder until the amount for such repairs are paid. In addition, in the event such a failure results in a material interference with the Tenant's operation of its business, and the City does not immediately, after notice from the Tenant, which, in the case of an emergency, may be oral notice to the City, followed by written notice sent in accordance with this Lease, commence, and with all due diligence, continue the cure of such failure, including taking any immediate steps necessary to lessen the impact on the Tenant's business, the Tenant shall have the right to undertake and complete such maintenance or repairs and may charge the reasonable cost of such repairs to the City and the City shall have thirty (30) days from receipt of invoice(s) for such costs to make payment in full to the Tenant.

17. **IMPROVEMENTS TO PREMISES:**

17.1. Prior Approval Required: The Tenant shall not make or permit to be made any alterations, additions, improvements, Construction, or changes ("**Improvements**") to the Premises without, in each case, first obtaining the

written approval of the City in accordance with paragraph 40 of this Lease, in addition to required permits. When requesting such approval, the Tenant shall give the City written notice of the proposed work and the names, and addresses of the entities under contract with the Tenant supplying the labor and materials for the proposed work. Such written approval by the City (which may be granted or denied in the City's sole and absolute discretion) may be conditioned upon a payment and performance bond required pursuant to Section 255.05, Florida Statutes being obtained and provided to the City for such Improvements. Such bond must name the City as an obligee. Additionally, the Tenant, at the Tenant's sole cost and expense, shall ensure that all permits are obtained for any Improvements. The City will have the right to post notices of non-responsibility or similar notices on the Premises.

17.2. Structural Repair and Improvements: The Tenant is not required to effect any structural repair, structural improvement, structural alteration or other change of a structural nature by reason of any Laws pertaining to the operation of the Premises for its Permitted Uses, now or hereafter in force, unless the conditions constituting a violation of any such provisions were created by improvements provided by, or the specific use made of the Premises by the Tenant (as opposed to the occupancy of the Premises). Governmental penalties, fines or damages imposed on any portion of the Premises as a result of the acts of the Tenant, its employees or agents, must be paid by the Tenant within thirty (30) days after receipt of said notice by the Tenant, unless reasonably contested by the Tenant and an extension granted. In the event any damage is caused to the Premises as a result of the Tenant making Improvements, the Tenant shall restore or repair the Premises to a condition equal to or better than that existing prior to commencement of the Improvements.

17.3. Resulting Increase in Costs: In the event the Tenant builds out, constructs, or modifies the Premises in a manner that would cause an increase in cost and expenses to the City for equipment including but not limited to HVAC or fire protection, the Tenant shall bear the full cost and expense of the purchase, installation, and service of the equipment.

17.4. Tenant Responsibilities for ADA: The Tenant assumes all responsibility, including but not limited to financial, construction and physical modification costs, provision of auxiliary aids, services and legal costs, for ensuring compliance of the Premises with all aspects of the Americans with Disabilities Act of 1990 ("**ADA**") and any amendments thereto and regulations promulgated thereunder, including but not limited to Title II, Structural and Title III, Programmatic Accessibility Standards, as well as any future additions with respect to the operation and control of the Premises and related to the Permitted Uses.

17.5. City Responsibilities for ADA: NONE.

18. **OWNERSHIP OF IMPROVEMENTS**: Except for Trade Fixtures and other personal property of the Tenant that is not permanently attached to the Premises, all Improvements made to the Premises by either party will immediately become the property of the City and remain so during the Term and after expiration or earlier termination of this Lease. For the purposes of this Lease, "**Trade Fixtures**" means a piece of equipment on or attached to the Premises which is used in trade or business for which that portion of the Premises is being utilized, including but not limited to tables, booths, chairs, decorative light fixtures, kitchen, and other restaurant equipment.

19. **COMMON AREAS**: For the purposes of this Lease, there are no common areas associated with this Lease.

20. **HAZARDOUS MATERIALS**: For the purposes of this Lease, "**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 (as defined herein); (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 Tenant or any of the Tenant's employees, agents, representatives, contractors, subcontractors, invitees, subtenants, or volunteers in violation of any Environmental Laws, then the Tenant, at the Tenant'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 Tenant shall first provide the notification required under this paragraph to the City via email at carol.everson@stpete.org, followed by notice in the manner specified in paragraph 41. 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 Tenant 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 Tenant 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 Additional Rent. If the City arranges for any tests or studies that reveal a violation of this paragraph, the Tenant shall reimburse the City in full for all costs incurred by the City for such tests or studies, and such reimbursement amount will become due and collectible as Additional Rent.

21. **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.

22. **LIFE SAFETY ISSUES**: If either party reasonably believes that the other party's failure to comply with any of its obligations under this Lease involves a Life Safety Issue (as defined below), that party will have an immediate right, but not the duty, to correct the Life Safety Issue, and the reasonable costs and expenses incurred by that party in correcting the Life Safety Issue will be due and payable to that party by the other party within thirty (30) days after the submission of a statement to the other party for the

payment of the same (such payment will be collectible as Additional Rent if the Tenant's failure to comply with the Lease involved a Life Safety Issue that was not corrected by the Tenant). For the purposes of this Lease, a "Life Safety Issue" means a situation that imposes an immediate threat of bodily harm or death to any users or occupants of the Premises.

23. **REPLACEMENT PREMISES**: The City is under no obligation to locate or provide replacement premises under any circumstances.

24. **CONDEMNATION**: If, during the Term, the Premises are condemned or taken in any manner for public use, or if a portion of the Premises is condemned or taken in any manner or degree to an extent that the Premises are not suitable, as determined by the Tenant in its reasonable discretion, for the Permitted Uses, then in either event the Tenant or the City may elect to terminate this Lease as of the date of the vesting of title in the condemning authority. As used in this paragraph, a condemnation or taking includes a deed given or transfer made in lieu thereof. In the event of such condemnation or taking, the City is entitled to the entire condemnation award.

25. **SUBSTANTIAL DAMAGE**: If the Premises are damaged substantially by any cause so as to render the Premises untenable, either party may terminate this Lease, effective immediately, by providing written notice of termination to the other party in accordance with paragraph 41.

26. **ACCESS BY THE CITY**:

26.1. Right to Enter: The City has the right, at all reasonable times, to enter, inspect and make such repairs or alterations to the Premises, accompanied by the Tenant's authorized representatives, as the City may reasonably desire to inspect the Premises, to show the Premises to prospective purchasers or lessors of the Building or Premises and to make such reasonable repairs to the Premises as the City may deem necessary and which are the City's responsibility under this Lease or which the Tenant has failed to make as required by this Lease. The Tenant shall provide an authorized representative upon request by the City. The City will take all reasonable steps to minimize any interference in the Tenant's business operations as a result of such entry.

26.2. Repairs: The City may take all material into and upon the Premises that may be required for all reasonable repairs to be made by the City under this Lease, without the same constituting an eviction of the Tenant. The City shall use reasonable efforts to do such repairs during hours in which the Premises are not open to the public and to conduct all such repairs in a manner so as to minimize any disruption to the Tenant's business. Nothing in this paragraph may be deemed to impose upon the City any obligation for the care, maintenance, or repair of the Premises, such obligations being set forth elsewhere in this Lease.

27. **INDEMNIFICATION**:

27.1. Indemnity Obligations: The Tenant shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "**Indemnified Parties**") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "**Claims**"), whether or not a lawsuit is filed, including but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities, and costs, expenses, and attorneys' and

experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

27.1.1. The ownership, occupancy or use of the Premises or the Parking Area (as hereinafter defined) by the City or by the Tenant any of the Tenant's employees, agents, representatives, contractors, subcontractors, invitees, subtenants, or volunteers; or

27.1.2. The performance of the obligations of this Lease (including future changes and amendments thereto) by the Tenant, or any of the Tenant's employees, agents, representatives, contractors, subcontractors, invitees, subtenants, or volunteers including but not limited to the Tenant's duties to maintain and to warn; or

27.1.3. The failure of the Tenant or any of the Tenant's employees, agents, representatives, contractors, subcontractors, invitees, subtenants, or volunteers to comply and conform with applicable Laws; or

27.1.4. Any negligent act or omission of the Tenant or any of the Tenant's employees, agents, representatives, contractors, subcontractors, invitees, subtenants, invitees, subtenants Tenants, or volunteers, whether or not such negligence is claimed to be either solely that of the Tenant or any of the Tenant's employees, agents, representatives, contractors, subcontractors or volunteers or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

27.1.5. Any reckless or intentional wrongful act or omission of the Tenant or any of the Tenant's employees, agents, representatives, contractors, subcontractors, invitees, subtenants, or volunteers.

27.2. Insurance Obligations: The provisions of this paragraph 27 are independent of, and shall not be limited by, any insurance required to be obtained by the Tenant pursuant to this Lease or otherwise obtained by the Tenant, and the provisions of this paragraph 27 survive the expiration or earlier termination of this Lease with respect to any Claims or liability arising in connection with any event occurring prior to such expiration or termination.

28. **DISCLAIMERS**:

28.1. Risk of Loss: The Tenant's storage of its property and use of the Premises or Parking Area is at the Tenant's own risk.

28.2. Tenant's Staff Property Damage: The Indemnified Parties are not responsible or liable at any time for any damage to property of the Tenant or the Tenant's employees, agents, representatives, contractors, subcontractors, invitees, subtenants, or volunteers, regardless of the cause.

28.3. Acts or Omissions of Third Parties: The Indemnified Parties are not responsible or liable to the Tenant for any damage to either person or property that may be occasioned by or through the acts or omissions of third parties.

28.4. Property Defects: Subject to the City's maintenance and repair obligations hereunder, the Indemnified Parties are not responsible or liable at any time for:

28.4.1. Any defects, latent or otherwise, in the Premises, the Parking Area, or any of the equipment, machinery, utilities, appliances or apparatus therein, or

28.4.2. Any loss of life, or injury or damage to any person or to any property or operation of the Tenant or those claiming by, through or under the Tenant, 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

28.4.3. Any damage caused by or resulting from any defect or negligence in (i) the occupancy, construction, operation or use of the Premises or the Parking Area, (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 or the Parking Area by any person or entity.

29. **INSURANCE**:

29.1. Requirements: The Tenant, at the Tenant's sole cost and expense, shall obtain and maintain the following insurance, written by a firm that is authorized to conduct operations in the State of Florida, recognized by the State of Florida Insurance Department, and rated at least A- in the then current edition of AM Best's Rating Services, or similar rating agency acceptable to the City. The policy or policies must have following minimum coverages and limits:

29.1.1. Commercial General Liability policy on an occurrence basis with at least a $1,000,000 per occurrence limit and $2,000,000 aggregate, and $500,000 limit for fire legal liability limit. Coverage shall include bodily injury and property damage for premises and operations, including but not limited to products and completed operations, personal injury, and contractual liability under this Lease, protecting the City against all claims or demands that may arise or be claimed on account of the Tenant's use of the Premises.

29.1.2. Automobile Liability insurance with a minimum combined single limit of $1,000,000. Coverage shall include bodily injury and property damage liability arising out of the ownership or use of any automobile, including owned, non-owned, and hired automobiles.

29.1.3. Worker Compensation Insurance in compliance with the laws of the State of Florida. Employers Liability coverage with minimum limits of $100,000 for each accident, $100,000 for each employee and $500,000 policy limit for disease. If the Tenant has any work done the Tenant shall require any Contractor to provide Workers Compensation Insurance including Employer's Liability for all the Contractor's employees.

29.1.4. Liquor Liability: In the event the Tenant serves or allows alcoholic beverages to be served, the Tenant shall provide for Liquor Liability Insurance coverage of not less than $1,000,000.

29.2. Certificates of Insurance; Policies: The Tenant shall provide the City with Certificates of Insurance on a standard ACORD form reflecting all coverages prior to use of the Premises for the Permitted Uses and at each subsequent policy renewal. The City reserves the right to require a certified copy of the entire insurance policy (or policies) including endorsements. When requested by the City, the Tenant shall, within ten (10) days of request, provide copies of current policies including endorsements.

29.3. Additional Insured: All policies, except Workers Compensation, must name the Indemnified Parties as additional insureds.

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

29.5. Notice Requirement: All policies must provide that the City will be provided written notice at least thirty (30) days prior to any cancellation, reduction, or material change in coverage.

29.6. Primary and Noncontributory: All insurance required must be on a primary and noncontributory basis.

29.7. Insurance on Contents: The Tenant is responsible for securing, at its own expense, whatever insurance coverage it may desire on the contents of the Premises.

29.8. Changes: The City reserves the right to change or alter the above insurance requirements as it deems necessary. The Tenant shall comply with any changes or increases within thirty (30) days after delivery of written notice by the City.

29.9. Broader Coverage: If the insurance carried by the Tenant has broader coverage than required in this Lease, then that broader coverage, including but not limited to additional insured requirements, is deemed to be the requirement in this Lease. If the Tenant's insurance limits are greater than the minimum limits set forth herein, then the Tenant's insurance limits are deemed to be the required limits in this Lease.

29.10. Effect of City Approval: Approval by the City of any certificate of insurance does not constitute verification by the City that the insurance requirements have been satisfied or that the insurance policy shown on the certificate of insurance complies with the requirements of this Lease.

30. **LIENS:**

30.1. No Liens Permitted: The Tenant shall not 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 Tenant herein or upon the interest of the Tenant's employees, agents, representatives, contractors, subcontractors, invitees, subtenants, or volunteers. The Tenant shall take all actions necessary to prohibit anyone claiming by, through, or under the Tenant from effectuating any such lien. 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, will at any time be or become entitled to any lien on or against the Premises or any other City property.

30.2. Tenant's Duties: Prior to the commencement of any work (including without limitation any maintenance, repairs, alterations, additions, improvements, installations or demolition) in, on or to the Premises, by or for the Tenant, the Tenant shall pay or cause to be paid all costs and charges for work done by it or caused to be done by it, in, on or to the Premises, and for all materials furnished for or in connection with such work. The Tenant shall pay all liens, claims, and demands due to such work. If any lien or charge for the payment of money is filed against the Premises or any improvements thereon or against the City, or if any form of security agreement is filed with respect to equipment or materials used in the construction or alteration of any such improvement, which in any such case creates a lien or other charge upon or otherwise adversely affect the City's interest in the Premises, then the Tenant shall at its own cost and expense cause the same to be canceled and discharged of record within thirty (30) days after notice of filing thereof.

30.3. Tenant's Right to Contest: Nothing contained herein shall prevent the Tenant from contesting in good faith in any proper proceedings the validity of any such mechanic or other liens asserted or attempted to be asserted upon the Premises.

30.4. City's Rights: In the event the Tenant fails to pay any charge for which such a lien has been filed, then the City may, in addition to any other remedy provided for herein or in law or equity, at its option, pay such charge and related costs and interest, and the amount so paid, together with reasonable attorneys' fees incurred in connection with it, shall be immediately due and payable from the Tenant to the City on demand, with interest thereon from the date of payment by the City at the highest interest rate allowed by law, as Additional Rent.

31. **CITY'S LIEN**: The City will have a lien against all personal property of the Tenant 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 Tenant to the City under this Lease. The City, in the event of any default by the Tenant, may foreclose the lien. In that event, the Tenant will be obligated for all court costs.

32. **REMEDIES FOR DEFAULT BY THE TENANT**:

32.1. Default by Tenant:

32.1.1. Material Default not Related to Payment of Rent: If the Tenant defaults for any reason in the performance of the requirements set forth in paragraph 5 (Permitted Uses), paragraph 10 (two audits reveal understatements of Percentage Rent by more than 5%), paragraph 13 (maintenance), paragraph 17 (Tenant Improvements), paragraph 20 (hazardous materials), paragraph 27 (indemnification), paragraph 29 (insurance), paragraph 30 (no liens), subparagraph 35.1 (assignment), paragraph 36 (sublease), or subparagraph 59.12 (playing music in the Indoor or Outdoor

Area) of this Lease, such default will be deemed a material default of this Lease.

32.1.1.1. Curable Material Default: The Tenant shall cure such material default within fifteen (15) days after delivery of written notice of such default by the City, except as otherwise set forth in this Lease. Upon written request for an extension from the Tenant prior to the expiration of the fifteen (15) day curative period, the City, in its sole and absolute discretion, may extend the fifteen (15) day curative period provided herein by so much additional time as the City determines is reasonably necessary to cure the default. The Tenant's written request for an extension of the fifteen (15) day curative period must include documentation demonstrating the Tenant commenced to cure the default within the fifteen (15) day period and is diligently and continuously proceeding to cure the default. In no event may the total curative period exceed ninety (90) days. If the Tenant fails to cure the default within the applicable curative period (i.e., fifteen (15) days or an extended curative period if authorized by the City pursuant to this subparagraph), the City may (i) terminate this Lease upon providing the Tenant five (5) business days' prior written notice of termination (such five (5) day period to commence upon the delivery of such notice) or (ii) exercise any other remedies available to the City under this Lease or by law or in equity.

32.1.1.2. Non-Curable Default: The curative period described in subparagraph 32.1.1.1 does not apply, and the City may immediately terminate this Lease by providing written notice of termination to the Tenant in accordance with paragraph 41, if a more specific provision of this Lease provides for immediate termination.

32.1.2. Default Related to Payment of Rent: If the Tenant defaults in its obligation to pay Rent when it becomes due, the City may terminate this Lease upon providing the applicable notice as required under Chapter 83, Florida Statutes, or any successor statute.

32.2. Statutory Notices: Although the time periods for notices of defaults to be given under this paragraph 32 may be the same as or greater than the notice periods required under Chapter 83, Florida Statutes, or any successor statute, nothing in this Lease may be construed to require the City to give two separate notices to the Tenant before proceeding with any remedies. For avoidance of doubt, any notices provided under this Lease will be deemed to effectuate any notices required under Chapter 83, Florida Statutes, or any successor statute.

32.3. Remedies:

32.3.1. Termination: If the City terminates this Lease pursuant to paragraph 32.1, the City may reenter and take possession of the Premises by any lawful means, whereupon the Term hereby granted and all right, title, and interest of the Tenant in the Premises will terminate. Such termination will be without prejudice to the City's right to collect from the Tenant any Rent or other charges or sums that have accrued prior to such termination, together with all damages suffered by the City because of the Tenant's default. All payments made pursuant to this subparagraph 32.3 will become due and collectible as Additional Rent. Notwithstanding the foregoing, upon such termination and re-entry by the City, the Tenant and the City will be forever released from any and all further obligations hereunder, except for those obligations that survive expiration or termination of this Lease. The Tenant shall execute all documents reasonably requested by the City to provide verification of any termination.

32.3.2. Other City Remedies: The City may exercise any and all rights, remedies, and privileges that the City may have in law or equity, or under this Lease, except that under no circumstances will the City be entitled to accelerate payment of any Rent due hereunder. All such remedies will be cumulative and non-exclusive.

33. **DEFAULT BY THE CITY AND TERMINATION BY THE TENANT**: The City will be in default if the City fails to substantially perform any of its obligations or materially defaults on any of its covenants contained in this Lease and said failure or default continues for a period of thirty (30) days after written notice from the Tenant to the City specifying the failure or default. Upon a written request by the City to the Tenant prior to the expiration of the thirty (30) day curative period, this thirty (30) day curative period will be extended for such reasonable period of time as the City determines is necessary to cure the failure or default if it is not reasonably capable of cure within the thirty (30) day curative period and the City commences and continues diligently to cure the default or failure. Notwithstanding any provision to the contrary contained herein, if the City fails to cure the failure or default within the applicable curative period (i.e., thirty (30) days or an extended curative period if provided to the City pursuant to this paragraph) the Tenant's sole remedy for a default by the City will be to terminate this Lease upon providing the City five (5) business days' prior written notice of the Tenant's intent to terminate (such five (5) day period to commence upon the delivery of such notice).

34. **TERMINATION FOR CONVENIENCE**: This Lease may be terminated without cause by either party providing the other party with written notice of termination no less than sixty (60) days prior to the scheduled date of termination.

35. **ASSIGNMENT:**

35.1. Consent of the City: The Tenant shall not delegate performance nor assign this Lease or any of its rights under this Lease without first receiving the authorization of the City Council, which may be granted or withheld in the City Council's sole and absolute discretion. Any such purported delegation or assignment will be null and void and will constitute a default of this Lease. Any request to delegate or assign the Tenant's performance or rights must be made in writing pursuant to paragraph 41 at least one hundred twenty (120) days in advance. Any purported involuntary assignment of this Lease 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 Tenant or controlling interest in the Tenant, 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.

35.2. Assumption and Release: Upon a permitted assignment under this paragraph, the assignee shall assume all rights and obligations of the Tenant under this Lease. Any assignee of the Tenant shall deliver to the City an assumption agreement in a form reasonably satisfactory to the City within ten (10) days after approval by the City Council of such assignment. Notwithstanding anything to the contrary contained in this Lease, upon a permitted assignment of this Lease, the assigning the Tenant's liability under this Lease will not terminate.

36. **SUBLEASE**: The Tenant shall not sublease or otherwise dispose of the Premises or this Lease or any part thereof, or of its right, title or interest therein or its power to execute this Lease or any amendment or modification thereto, to any person, company or corporation, without the City Council's prior written consent, which consent may be granted or withheld in the City Council's sole and absolute discretion. Any request for such sublease or disposition must be made in writing pursuant to paragraph 41 at least one hundred twenty (120) days in advance. Any purported sublease or other disposition that is not authorized by the City Council will be void and will be deemed a material default of this Lease and cause for immediate termination of this Lease at the City's option. The Tenant shall comply, and shall ensure that any subtenant complies, with any conditions imposed by the City related to any sublease authorized pursuant to this Lease. The Tenant will remain responsible for all actions or inactions of any subtenant as if such actions or inactions were the Tenant's actions or inactions. In no event will the Tenant's sublease or other disposition of the Premises excuse the Tenant from any of its duties or obligations under this Lease, and the Tenant shall ensure that any subtenant complies with all of the terms and conditions of this Lease.

37. **NON-APPROPRIATION**: The obligations of the City as to any funding required pursuant to this Lease 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 Lease.

38. **CORPORATE STATUS**: The Tenant shall do all things necessary to continuously maintain its status as an active Florida corporation in good standing with the Division of Corporations.

39. **CURRENT OFFICERS**: The Tenant shall provide the City with the name, title, address and telephone number of all of the organization's officers and directors in writing, upon request. Should any of the officers or directors reside at more than one residence, all addresses and telephone numbers shall be supplied to the City.

40. **SUCCESSORS AND ASSIGNS**: This Lease is binding on the Parties and their successors and assigns.

41. **NOTICES**: Unless and to the extent otherwise provided in this Lease, any notice, demand, request, or other instrument which may be or is required to be given or delivered under this Lease 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 Tenant as set forth in this paragraph. Such address may be changed by written notice to the other party in accordance with this paragraph.

TENANT	**CITY**
Dave's Restaurants, Inc	The City of St. Petersburg
dba Fresco's	Real Estate and Property Management
300 2nd Avenue NE	P.O. Box 2842
St. Petersburg, Florida 33701	St. Petersburg, Florida 33731
	Phone (727) 893.7500

42. **RELATIONSHIP BETWEEN PARTIES**: The relationship between the Parties is that of landlord and the Tenant. In performing its obligations in this Lease, the Tenant shall act as an independent contractor and not as an agent of the City.

43. **PERMITS AND LICENSES**: The Tenant shall obtain any and all necessary permits, licenses, certifications and approvals which may be required by any government agency in connection with the Tenant's performance of its obligations under this Lease. Upon request of the City, the Tenant shall provide the City with written evidence of such permits, licenses, certifications, and approvals.

44. **COMPLIANCE WITH LAWS**: The Tenant 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**"), Laws requiring the Premises to be closed on or during any days or hours, and all the legal requirements to be a business entity authorized to operate within the State of Florida.

45. **GOVERNING LAW AND VENUE**: The laws of the State of Florida govern this Lease. 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. The City makes no representations that the Premises are suitable for the Tenant's purposes, and the Tenant acknowledges that the City and its authorized representatives have not made any warranties or representations as to the Permitted Uses being permissible under existing Laws.

46. **SEVERABILITY**: Should any paragraph or any part of any paragraph of this Lease 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 Lease.

47. **NON-DISCRIMINATION**: The Tenant 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 Laws.

48. **CAPTIONS**: Captions are for convenience only and do not control or affect the meaning or construction of the provisions of this Lease.

49. **NUMBER AND GENDER**: Wherever appropriate herein, the singular includes the plural, and the plural includes the singular, and each gender includes each other gender.

50. **ENTIRE AGREEMENT; MODIFICATION**: This Lease, 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 Lease are enforceable or effective unless in writing and duly executed by the Parties.

51. **SURVIVAL**: All obligations and rights of any party arising during or attributable to the Term or earlier termination of this Lease, including but not limited to those obligations and rights related to indemnification, survive such expiration or earlier termination.

52. **EXECUTION OF LEASE**: This Lease 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 Lease. Additionally, each party is authorized to sign this Lease 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.

53. **RECORDABILITY**: The City may, in its sole and absolute discretion, record this Lease or notice of this Lease in the public records or any other notice in the public records related to this Lease.

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

55. **DUE AUTHORITY**: Each party to this Lease represents and warrants to the other party(ies) that (i) it is a duly organized, qualified and existing entity under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Lease to so execute the same and fully bind the party(ies) on whose behalf they are executing.

56. **CITY CONSENT AND ACTION**:

56.1. City Approval: For the purposes of this Lease, 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 Lease or unless otherwise required to be exercised City Council pursuant to the City Charter or applicable Laws.

56.2. City Action: For the purposes of this Lease, any action permitted, allowed, or required by this Lease may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Lease or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

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

58. **SAFETY AND SECURITY DEVICES, SERVICES AND PROGRAMS**: The City has no obligation to provide any safety or security devices, services, or programs for the Tenant, and the City will have no liability for failure to provide the same or for inadequacy of any measures provided. The Tenant agrees to cooperate in any safety or security program developed by the City or as required by applicable Laws.

59. **RULES AND REGULATIONS**: The Tenant shall comply with the following rules and regulations for the Premises ("**Rules and Regulations**"). The City has the right by notice to the Tenant to amend such Rules and Regulations from time to time, and such amended Rules and Regulations shall automatically become part of this Lease. Nothing herein may be construed to give the Tenant or any other party any claim against the City arising out of the violation of such Rules and Regulations by any other the Tenant, licensee, occupant, or visitor of any City property, or out of the enforcement, modification, or waiver of the Rules and Regulations by the City in any particular instance. The Rules and Regulations shall not unreasonably restrict the Permitted Uses.

59.1. Odors: The Tenant shall not operate an incinerator or burn trash or garbage or permit any noxious odors to emanate from the Premises.

59.2. Antennas; Projections: The Tenant shall not, except as otherwise provided herein, place or permit any television or radio on the roof or outside the Premises; nor place any antenna, or other projection on the exterior of the Premises, except the Tenant shall have the right to install, at its sole cost and expense, cable television hook-ups to the Premises, or a satellite dish located outside or on the roof of the Premises as permitted by applicable Laws.

59.3. Insurance Premiums: The Tenant shall pay to the City any increase in premiums for any casualty insurance carried by the City resulting from the business carried on in the Premises by the Tenant.

59.4. Nuisance: The Tenant shall not take any action nor permit any action that in the reasonable judgment of the City would constitute a nuisance.

59.5. Parking: Within the Municipal Marina, there are eight (8) designated "Restaurant Only" parking spaces and six (6) "Marina & Restaurant Parking" spaces (collectively "**Parking Area**"). These parking spaces are available to the Tenant's customers on a first come, first serve basis.

59.6. Solicitation: The Tenant shall not solicit business or distribute handbills or other advertising material on public lands or rights-of-way including but not limited to the Parking Area, and in or upon vehicles parked thereon.

59.7. Interior Temperature: The Tenant shall maintain the inside of the Premises at a temperature sufficiently high to prevent freezing of water and pipes and fixtures inside the Premises.

59.8. Trash Collection: The Tenant shall store all trash and garbage within a designated area and only in receptacles of the size, design, and color from time to time agreed upon by the City and the Tenant. The Tenant shall pay all expenses related to trash removal.

59.9. Signs: The Tenant shall, for the entire Term, maintain the exterior signs, and may maintain its standard proprietor, credit card, and of operation insignia on the front entrance of the Premises. The Tenant shall obtain the written approval of the City prior to installing any permanent exterior signs or advertising material that is not already existing on the Premises as of the Execution Date. The type, color, architectural style, size and location of such permanent exterior signs or advertising material must all be approved by the City and conform to all applicable Laws. All the Tenant's signage shall be operational and in compliance with all applicable Laws and shall be maintained by the Tenant in good, clean, and working condition.

59.10. Business Hours: The Tenant shall conduct its business on the Premises Sunday through Wednesday from 10:00 A.M. to 11:00 P.M. and from 10:00 A.M. to 2:00 AM on Thursday through Saturday and New Year's Eve, or any other hours mutually agreed to by the Parties in writing. The term "**Closing**" as used in this Lease shall mean 11:00 P.M. on Sundays through Wednesdays, and 2:00 A.M. on Thursdays through Saturdays, or other times mutually agreed to by the Parties in writing.

59.11. Outdoor Seating: The Tenant may, upon procuring all necessary approvals and/or permits, without waivers, exceptions or variances, from state or local authorities, provide an outdoor seating area for the exclusive use of its customers on the Premises.

59.12. Music:

59.12.1. Live Music Outdoors: The Tenant will be allowed to play live music in the Outdoor Area, (all references to "**Outdoor Area**" in this paragraph refer to the "Outdoor Area" depicted on Exhibit A), until 10:00 P.M., Monday through Sunday. At 10:00 P.M. all live music in the Outdoor Area must be discontinued or moved to the Indoor Area, with all doors, windows and openings, closed, with only two exceptions. The two exceptions are the dates of New Year's Eve and the 4th of July. On New Year's Eve, the Tenant will be allowed to play live music in the Outdoor Area until 1:00 A.M. and on the 4th of July, the Tenant will be allowed to play live music in the Outdoor Area until 11:00 P.M.

59.12.2. Live Music in Indoor Area: The Tenant will be allowed to play live music in the Indoor Area (all references to "**Indoor Area**" in this paragraph refer to the "Indoor Area" depicted on Exhibit A), until Closing, Monday through Sunday. However, live music played in

the Indoor Area after 10:00 P.M. must be done with all doors, windows, and openings closed.

59.12.3. Recorded Music or Amplified Sound: The Tenant will be allowed to have recorded music or amplified sound played in the Outdoor Area until 11:00 P.M., Monday through Sunday. The Tenant will be allowed to have recorded music or amplified sound played in the Indoor Area until Closing.

59.12.4. Compliance Required: If the Tenant chooses to play live music or recorded music or amplified sound in the Outdoor Area or the Indoor Area, it must be done in full compliance with applicable Laws and this Lease.

- Consequences for Violation: Any violation of the terms and conditions set forth in subparagraph 59.12 of this Lease regarding the Tenant playing music in the Indoor or Outdoor Area, whether live or recorded music or amplified sound, will be a material default of this Lease and will result in the City pursuing all available legal remedies allowed by law or provided in this Lease including but not limited to immediate termination with no opportunity to cure as set forth in subparagraph 32.1.1.2 and 32.3.1 of this Lease.

59.13. Prohibited Uses: The Tenant shall not: (i) use strobe or flashing lights in or on the Premises or in any signs therefore; (ii) use, sell or distribute any commercial leaflets, handbills, bumper stickers, other stickers or decals, balloons or other such articles in the Premises; (ii) operate any electrical or other device which interferes with or impairs radio, television, microwave, or other broadcasting or reception; (iii) bring or permit any pet or other animal (except for registered guide or companion dogs) in the Premises; (iv) do or permit anything in or about the Premises that is unlawful, or is contrary to public health, safety or welfare; (v) use or permit upon the Premises anything that violates any certificates of occupancy issued for the Premises or (vi) conduct any business not permitted under paragraph 5 of this Lease.

59.14. Additional Rules: The City may add to, amend, or supplement any such rules and regulations so long as the rules and regulations are reasonable, do not conflict with this Lease, do not cause the Tenant to incur additional costs, and do not interfere with the Tenant's Permitted Uses. Any such additional rules and regulations, amendments or supplements shall be delivered to the Tenant in writing at least thirty (30) days prior to their effective date.

60. **BRICK PROGRAMS**: The Tenant 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 Tenant with written notice that the Tenant has violated this provision, the Tenant shall, at its sole expense, 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 Tenant shall complete such removal and restoration with 30 days of the City's issuance of the notice.

61. **NO WAIVER**: A waiver by the City or the Tenant 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 Rent, or other payment be deemed to be a waiver of any such default. No term, covenant or condition of this Lease will be deemed to have been waived by the City or the Tenant, unless such waiver is in writing. No surrender of the Premises for the remainder of the Term will be valid, unless accepted by the City in writing.

62. **FORCE MAJEURE**: In the event that either party hereto is delayed or hindered in or prevented from the performance required hereunder (except for the Tenant'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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGES & EXHIBITS FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed by their duly authorized representatives as of the date and year first above written.

TENANT: Dave's Restaurants, Inc.

By: _____
David Sockol, President

Date: _____

CITY: City of St. Petersburg, Florida

_____
Robert Gerdes
As Its: City Administrator

ATTEST

_____
Chandrahasa Srinivasa, City Clerk

(CITY SEAL)

REVIEWED BY:

_____
Aaron Fisch, Director
Real Estate & Property Management

REVIEWED AND APPROVED BY:

_____
Chris Ballestra, Managing Director
City Development Administration

APPROVED AS TO FORM AND CONTENT:

_____
City Attorney (Designee)
00789611

EXHIBIT "A"
AERIAL VIEW OF THE PREMISES

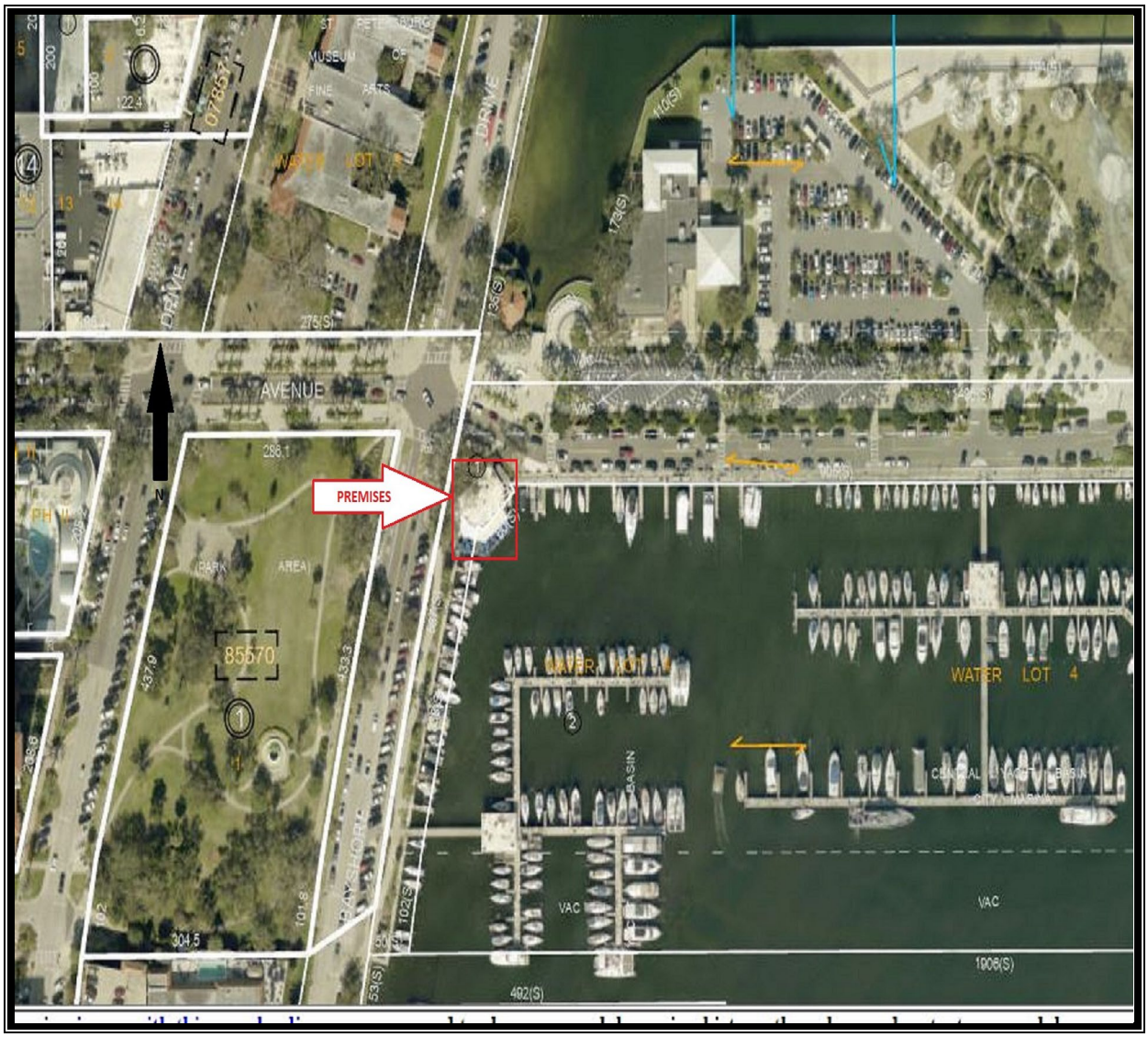
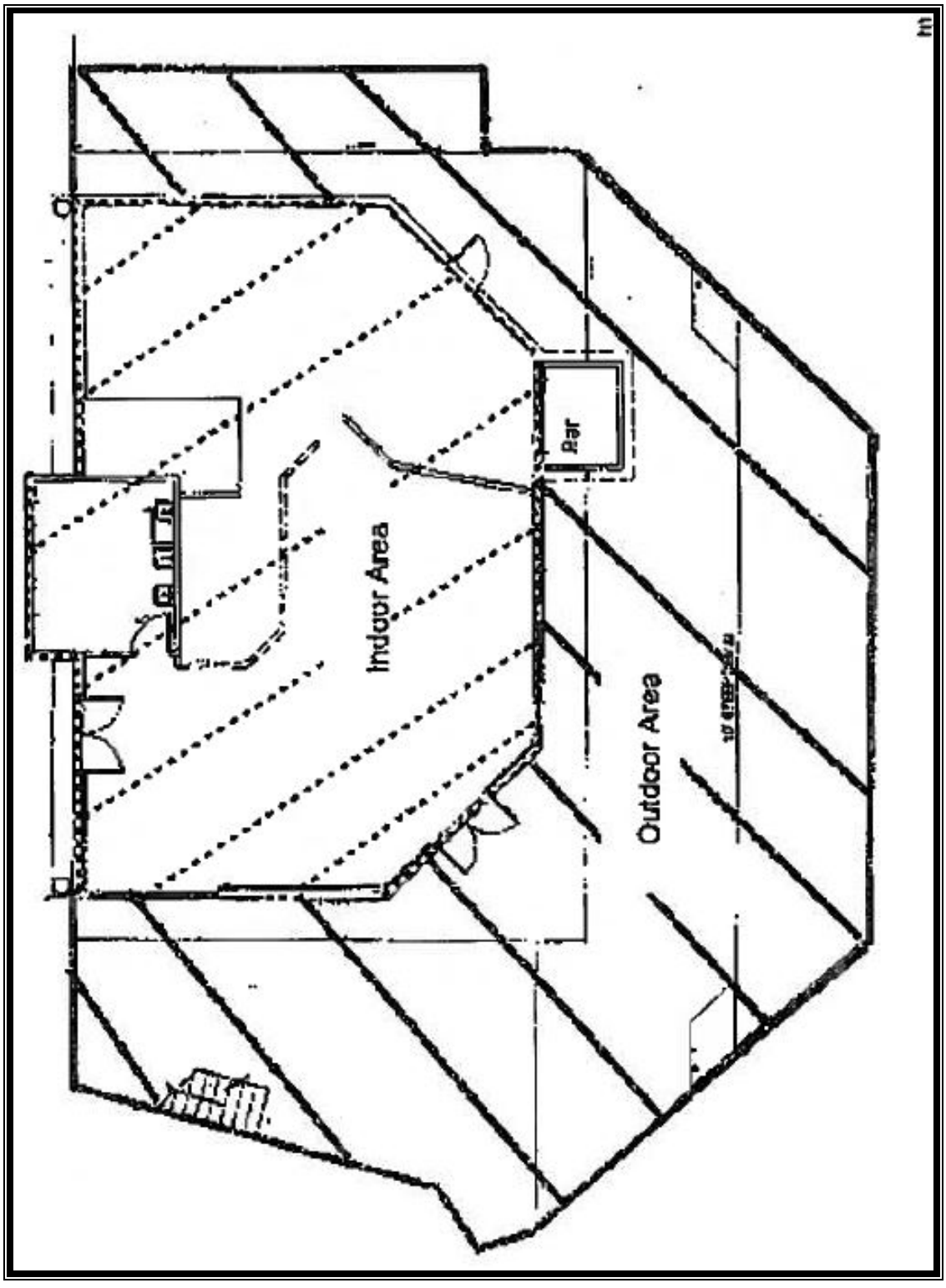


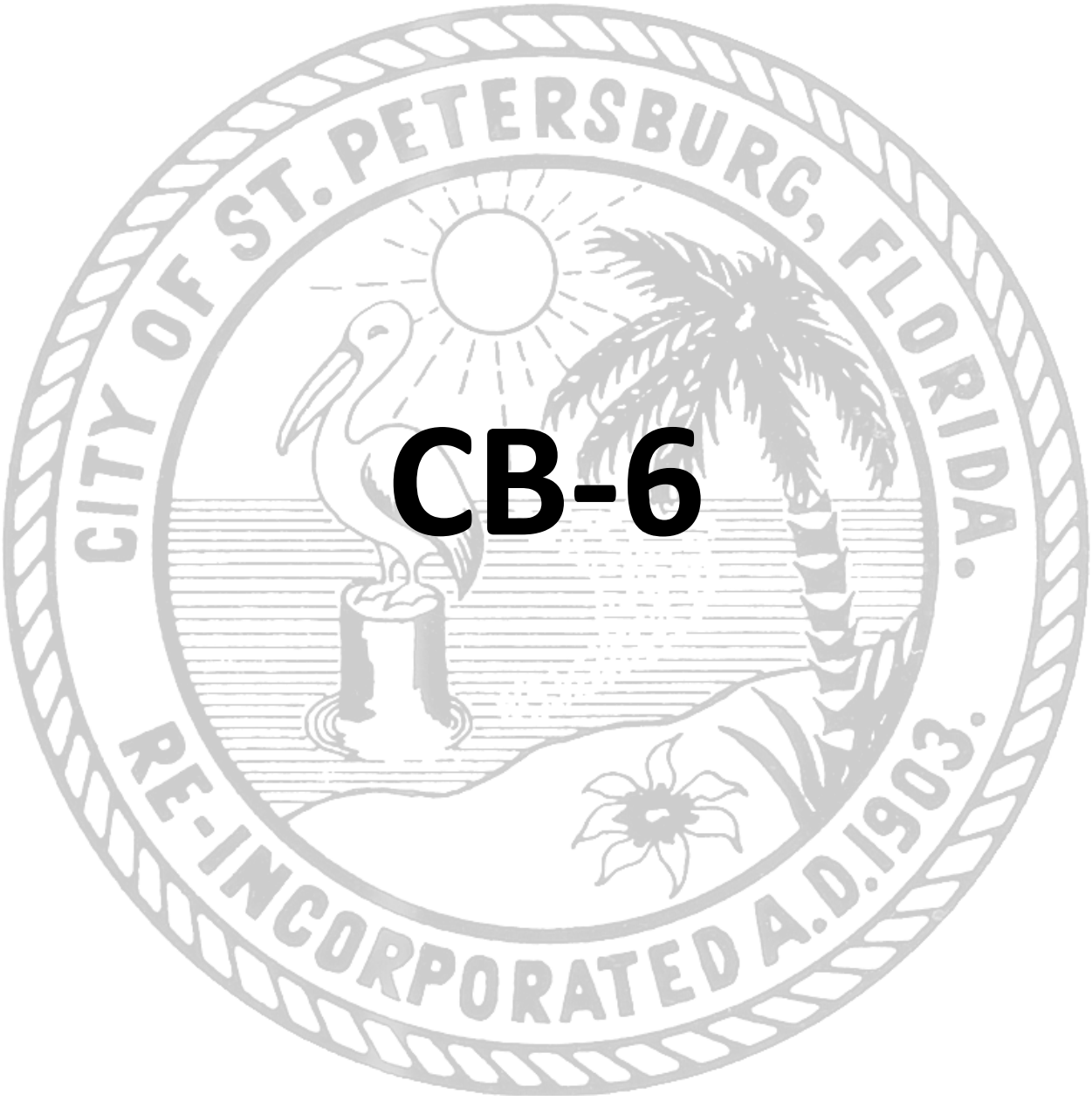
EXHIBIT "B"
PREMISES – FLOOR PLAN



~~The following page(s) contain the backup material for Agenda Item: A Resolution approving the plat of Terraces at 87th Townhomes- Phase 2, generally located at 429 87th Avenue North; setting forth conditions for approval; and providing an effective date. (City File No.: DRC 24-20000002)~~
[MOVED TO REPORTS AS AGENDA ITEM F-5]
Please scroll down to view the backup material.

CB-5

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. 21-04-MC/W(A) to the architect/engineering agreement dated July 15, 2021, as amended, between the City of St. Petersburg, Florida and McKim and Creed, Inc. (A/E) for A/E to provide continued services that includes (i) technical field work involving responding and documenting requests from the Florida Sunshine State One Call Center (SSOCOF) and (ii) the locating and marking of the Citys underground fiber, city lighting electrical lines, and potable, reclaimed and wastewater utilities at various locations throughout the Citys service areas in an amount not to exceed $214,430; providing that the total Task Order, as amended, shall not exceed $298,992.94 (ECID Project No. 24122-130); and providing an effective date.
Please scroll down to view the backup material.



CB-6

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of February 20, 2025

TO: The Honorable Copley Gerdes, Chair and Members of City Council

SUBJECT: A Resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 21-04-MC/W(A) to the architect/engineering agreement dated July 15, 2021, as amended, between the City of St. Petersburg, Florida and McKim and Creed, Inc. ("A/E") for A/E to provide continued services that includes (i) technical field work involving responding and documenting requests from the Florida Sunshine State One Call Center (SSOCOF) and (ii) the locating and marking of the City's underground fiber, city lighting electrical lines, and potable, reclaimed and wastewater utilities at various locations throughout the City's service areas in an amount not to exceed $214,430; providing that the total Task Order, as amended, shall not exceed $298,992.94 (ECID Project No. 24122-130); and providing an effective date.

EXPLANATION: Tillman FiberCO LLC is a telecommunications company registered with the City of St. Petersburg that is implementing a substantial build of approximately 2 million linear feet of Fiber-to-the-Premises (FTTP) open access network to deliver symmetrical gigabit broadband internet access and services to residential and commercial customers in the City of St. Petersburg.

While this work will be reviewed and permitted by the Engineering & Capital Improvements Department, the construction of this work requires utility locates through Florida Sunshine State One Call Center (SSOCOF). The City performs locates and markings for the City's underground fiber / city lighting electrical lines / potable / reclaimed and wastewater utilities at various locations throughout the City's service areas. Tillman FiberCO LLC has acknowledged the increase utility locate workload this project creates and has offered to provide support for the utility locates as a customer funded project. This support allows the City to engage additional experienced utility locators. Tillman FiberCO LLC was provided an estimate for the Task Order and Tillman FiberCO LLC provided payment which is placed in an escrow account to be paid to the A/E.

On July 15, 2021, the City of St. Petersburg, Florida ("City") and McKim and Creed, 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 August 8, 2024, Administration approved Task Order No. 21-04-MC/W(A) in the amount of $84,168.80 which provided technical field work involving responding and documenting requests, from Florida Sunshine State One Call Center (SSOCOF), to locate and mark the City's underground fiber / city lighting electrical lines / potable / reclaimed and wastewater utilities at various locations throughout the City's service areas. The Task Order included a $5,000 allowance for any unforeseen conditions that has not been authorized.

Amendment No. 1 to Task Order No. 21-04-MC/W(A) in the amount of $214,430 shall provide continuation of the services of technical field work involving responding and documenting requests, from

Florida Sunshine State One Call Center (SSOCOF), to locate and mark the City's underground fiber / city lighting electrical lines / potable / reclaimed and wastewater utilities at various locations throughout the City's service areas. This Amendment includes an additional $5,000 allowance to be authorized if any unforeseen conditions are experienced while performing the work.

Task Order No. 21-04-MC/W(A) and Amendment No. 1 include the following phases and associated not to exceed costs respectively:

		Approved	Authorized
Task Order	Utility Locator	$ 79,562.94	$ 50,430.00
	Allowance	$ 5,000.00	
Amendment No. 1	Utility Locators	$209,430.00	
	Allowance	$ 5,000.00	
	Total	**$298.992.94**	**$**50,430.00

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 21-04-MC/W(A) to the architect/engineering agreement dated July 15, 2021, as amended, between the City of St. Petersburg, Florida and McKim and Creed, Inc. ("A/E") for A/E to provide continued services that includes (i) technical field work involving responding and documenting requests from the Florida Sunshine State One Call Center (SSOCOF) and (ii) the locating and marking of the City's underground fiber, city lighting electrical lines, and potable, reclaimed and wastewater utilities at various locations throughout the City's service areas in an amount not to exceed $214,430; providing that the total Task Order, as amended, shall not exceed $298,992.94 (ECID Project No. 24122-130); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Operating Fund (4001), Water Resources Department, Technical Services Division (420.2049).

ATTACHMENTS: Resolution
Amendment No. 1 to Task Order No. 21-04-MC/W(A)

RESOLUTION 2025-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO. 21-04-MC/W(A) TO THE ARCHITECT/ ENGINEERING AGREEMENT DATED JULY 15, 2021, AS AMENDED, BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND MCKIM AND CREED, INC. ("A/E") FOR A/E TO PROVIDE CONTINUED SERVICES THAT INCLUDES (I) TECHNICAL FIELD WORK INVOLVING RESPONDING AND DOCUMENTING REQUESTS FROM THE FLORIDA SUNSHINE STATE ONE CALL CENTER (SSOCOF) AND (II) THE LOCATING AND MARKING OF THE CITY'S UNDERGROUND FIBER, CITY LIGHTING ELECTRICAL LINES, AND POTABLE, RECLAIMED AND WASTEWATER UTILITIES AT VARIOUS LOCATIONS THROUGHOUT THE CITY'S SERVICE AREAS IN AN AMOUNT NOT TO EXCEED $214,490; PROVIDING THAT THE TOTAL TASK ORDER, AS AMENDED, SHALL NOT EXCEED $298,992.94 (ECID PROJECT NO. 24122-130); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and McKim and Creed, Inc. ("A/E") executed an architect/engineering agreement on July 15, 2021 for A/E to provide professional services on a continuing basis for work of a specified nature as outlined in the agreement related to Potable Water, Wastewater, and Reclaimed Water projects; and

WHEREAS, the Agreement has been previously amended; and

WHEREAS, on August 8, 2024, Administration approved Task Order No. 21-04-MC/W(A) for A/E to provide technical field work involving responding and documenting requests, from the Florida Sunshine State One Call Center, to locate and mark the City's underground fiber, city lighting electrical lines, and potable, reclaimed and wastewater utilities at various locations throughout the City's service areas in the amount of $84,168.80, which amount included a $5,000 allowance; and

WHEREAS, Administration desires to issue Amendment No. 1 to Task Order No. 21-04-MC/W(A) for A/E to provide continued services that includes (i) technical field work involving responding and documenting requests from the Florida Sunshine State One Call Center and the locating and marking of the City's underground fiber, city lighting electrical lines, and potable, reclaimed and wastewater utilities at various locations throughout the City's service areas in an amount not to exceed $214,490, which amount includes an additional $5,000 allowance.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor or his designee is hereby authorized to execute Amendment No. 1 to Task Order No. Task Order No. 21-04-MC/W(A) to the architect/engineering agreement dated July 15, 2021, as amended, between the City of St. Petersburg, Florida and McKim and Creed, Inc. ("A/E") for A/E to provide continued services that includes (i) technical field work involving responding and documenting requests from the Florida Sunshine State One Call Center (SSOCOF) and (ii) the locating and marking of the City's underground fiber, city lighting electrical lines, and potable, reclaimed and wastewater utilities at various locations throughout the City's service areas in an amount not to exceed $214,490.

BE IT FURTHER RESOLVED that the total Task Order, as amended, shall not exceed $298,992.94.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

00789935

DEPARTMENT:

MEMORANDUM

CITY OF ST. PETERSBURG

Engineering and Capital Improvements Department

DATE: February 13, 2025

TO: The Honorable Copley Gerdes, Chair, and City Councilmembers

FROM: Brejesh Prayman, P.E., Director
Engineering & Capital Improvements Department

RE: Consultant Selection Information
McKim and Creed, Inc.
Amendment No. 1 to Task Order No. 21-04-MC/W(A) in the amount of $214,430.

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 technical field work involving responding and documenting requests, from Florida Sunshine State One Call Center (SSOCOF), to locate and mark the City's underground fiber / city lighting electrical lines / potable / reclaimed and wastewater utilities at various locations throughout the City's service areas.

   McKim and Creed has satisfactorily provided technical field work responding and documenting request from Florida Sunshine State One Call Center to locate the City's underground utilities. This work is a continuation of the previous work.

   McKim and Creed has satisfactorily completed similar work under current A/E Annual Master Agreements in 2022 under Task Order No. 21-01-MC/W(A) and is familiar with the City Standards.

   McKim and Creed has significant experience in utility location.

   This is the first Amendment to the fourth Task Order issued under the 2021 Master Agreement.

2. Transaction Report listing current work – See Attachment A

ATTACHMENT A

Transaction Report
for
McKim & Creed, Inc,
Miscellaneous Professional Services for Potable Water, Wastewater & Reclaimed Water Projects
A/E Agreement Effective - July 15, 2021
A/E Agreement Expiration - August 30, 2025

Task Order No.	Project No.	Project Title	NTP Issued	Authorized Amount
01	N/A	Utility Locator Assistance	03/25/22	71,826.58
02	22087-121	Water Data Mgmt Implementation - Data Analysis & Reporting	08/03/22	53,226.00
03	24107-130	66th St N Water Main Replacement	11/29/23	69,996.48
04	24122-130	Utility Locator Assistance **Amendment No. 1**	08/09/24 **Pending**	79,562.74
			Total:	274,611.80

AMENDMENT NO.1 TO TASK ORDER NO. 21-04-MC/W(A)
UTILITY LOCATOR ASSISTANCE
POTABLE WATER, WASTEWATER AND RECLAIMED WATER PROJECTS
CITY PROJECT NO. 24122-130

This Amendment No.1 to Task Order No. 21-04-MC/W(A) is made and entered into this _____ day of _____, 2025, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL July 15, 2021 ("Agreement") between McKim and Creed, Inc. ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

This is technical field work involving responding and documenting requests, from Florida Sunshine State One Call Center (SSOCOF), to locate and mark the City's underground fiber / city lighting electrical lines / potable / reclaimed and wastewater utilities at various locations throughout the City's service areas. Work is performed under the general direction of a technical supervisor and is reviewed through conversation, the analysis of reports, observations, work performed and the evaluation of results achieved.

This Amendment No. 1 to Task Order No. 21-04-MC/W(A) is for the continued services for Task 1 and to increase the experienced utility locators from one to two.

II. SCOPE OF SERVICES

Task 1 - Data Collection – Continued Services

- McKim and Creed will provide two experienced utility locator to respond to Sunshine 811 locate tickets as requested or assigned.
- Upon completion of background check and drug testing, locator will meet with City of St Petersburg for training and instruction and will be provided access to the City of St Petersburg GIS system.
- Performs field inspections to precisely locate City owned underground utilities.
- McKim and Creed will utilize their own trucks and equipment.
- Uses electronic and/or paper utility maps, engineering plans, and other drawings to assist in determining the actual location of City owned underground utilities.
- Visits sites and uses maps and plans, electronic pipe locating equipment, shovels, probing rods, and measuring instruments to field verify the location of City owned underground utilities and marks their locations using color coated flags and/or paint; marks locations of City owned underground utilities to facilitate the contractor's excavation work within public rights-of-way and easements.
- Performs field measurements and prepares notes and sketches in both electronic and handwritten format of utilities which are shown incorrectly on maps and drawings; conveys this information to technical staff who make the appropriate changes.

- Schedules and attends meetings with contractors who have notified the department of their intent to excavate.

III. SCHEDULE

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

Work under this Task Order shall begin upon completion of the background check and drug screening, as requested by the City of St Petersburg.

Locator will typically work 10-hour days, four days a week between Monday through Friday, for an estimated up to 18 weeks and if requested, may work overtime at the determination and direction of City if within the limits of the approved not-to-exceed Compensation.

This Amendment No. 1 to Task Order No. 21-04-MC/W(A) is for the continued services to extend the estimated 18 weeks with an additional 26 weeks.

IV. A/E'S RESPONSIBILITIES

Perform scope of services for Task 1.

V. CITY'S RESPONSIBILITIES

City will provide necessary equipment.

VI. DELIVERABLES

N/A

VII. A/E'S COMPENSATION

The A/E was authorized the lump sum amount of **$79,562.94** under the original Task Order for Task 1.

For this Amendment No. 1, the City shall compensate the A/E the not-to-exceed amount of **$209,430** for Continued Services to Task 1.

This Task Order establishes an allowance in the amount of **$5,000** 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 **$288,992.94** per Attachment 1 to Appendix A.

VIII. PROJECT TEAM

McKim and Creed, Inc.

IX. MISCELLANOUS

In the event of a conflict between this Amendment No. 1 to Task Order No. 21-04-MC/W(A) and the Agreement, the Agreement shall prevail.

IN WITNESS WHEREOF the Parties have caused this Amendment No. 1 to Task Order No. 21-04-MC/W(A) to be executed by their duly authorized representatives on the day and date first above written.

_____
(Company Name)

By: _____
(Signature)

_____
(Printed Name and Title)

Date: _____

CITY OF ST. PETERSBURG, FLORIDA

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

DATE: _____

ATTEST

By: _____
Chandrahasa Srinivasa, City Clerk

(SEAL)

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

By: _____
City Attorney (Designee)

ATTACHMENT 1 TO APPENDIX A
Work Task Breakdown
City of St. Petersburg
Utility Locator Assistance
Project No. 24122-130

I. Manpower Estimate: All Tasks

	Direct Labor Rates Classifications	SUE Project Manager	Principal Construction Engineer	Senior Professional Engineer	Professional Engineer	Principal Designer	Engineering Analyst	Utility Locator SUE Sr. Technician	Clerical	Total Hours	Labor Cost
	Direct Salary	$ 55.12						$ 32.00	$ 29.50		
	Multiplier	3.14						3.14	$ 3.14		
	Loaded Billing Rates[1]	$ 173.08	$ -	$ -	$ -	$ -	$ -	$ 100.48	$ 92.63		
	TASK										
1	Data Collection includes site visits	0						2080	2	2082	$ 209,183.66
	Totals	0	0	0	0	0	0	2080	2	2082	$ 209,183.66

II. Fee Calculation

Task	Labor Cost	Expenses[2]	Subconsultant Services	Mark-up on Subconsultant Services[3]	Total Cost Without Allowance
1	$209,183.66	$246.34	$0.00	$0.00	$209,430.00
Total	$209,183.66	$246.34	$0.00	$0.00	$209,430.00

III. Fee Limit

Hourly Not To Exceed	$209,430.00
Allowance[4]	$5,000.00
Total:	**$214,430.00**

IV. Notes:

1. Rates and Multipier per contract.
2. Includes expenses for: Daily mileage for McKim & Creed vehicle at $0.89 mile
3. Includes XX percent markup of SUBCONSULTANT (per contract).
4. Allowance to be used only upon City's written authorization.

Approvals - gcc
Report • Printed on January 29, 2025

Approved

v2 2/13 Council - McKim Creed - One Call - Task Order

Attachments

McKim Creed - One Call - Task
https://stpete1-my.sharepoint.com/:l

Final status: Approved

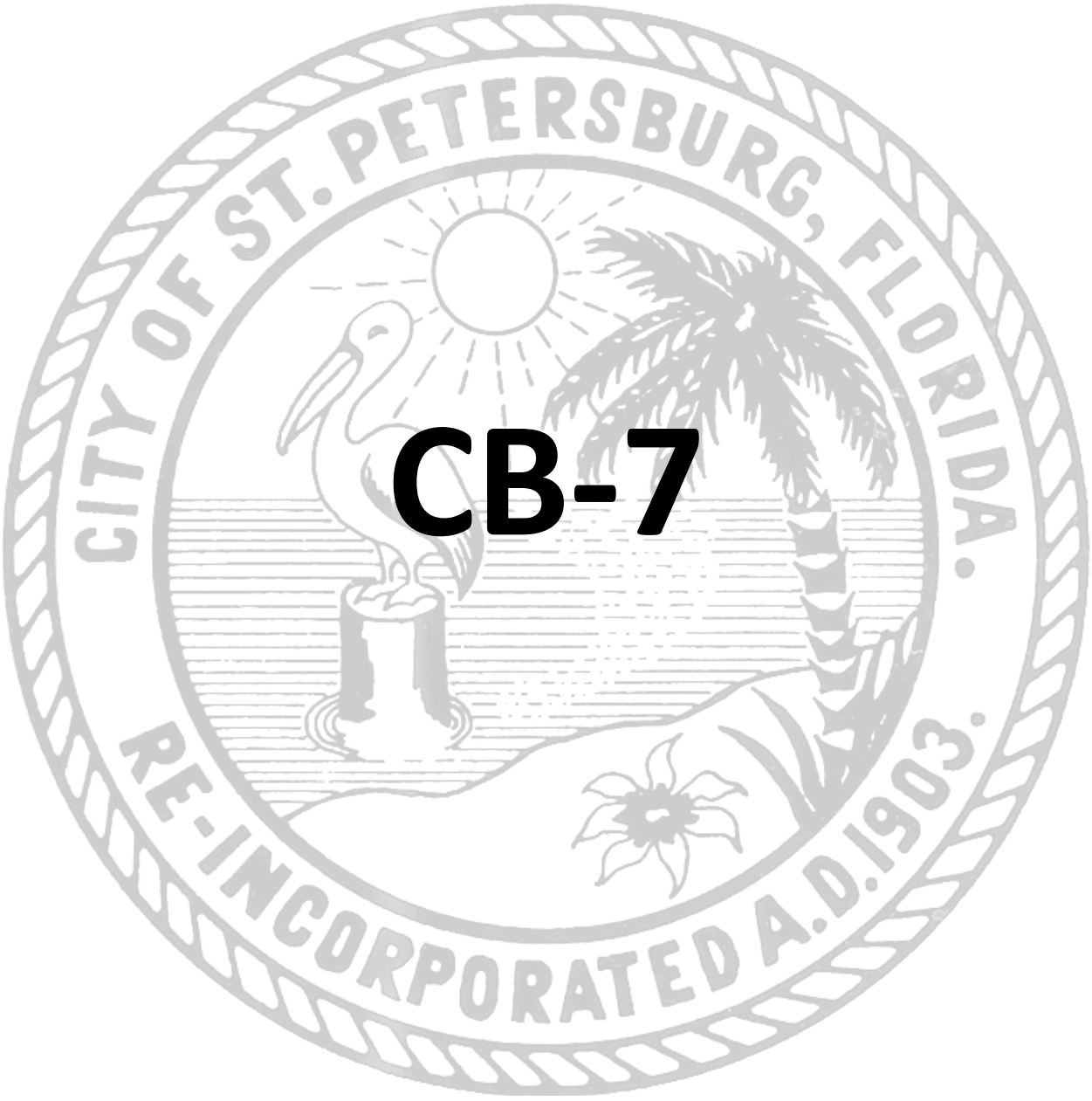
CT **Step 3: Approved by**
Claude Tankersley 1/29/2025 2:11:40 PM

MW **Step 2: Approved by**
Margaret B. Wahl 1/29/2025 7:40:42 AM

BP **Step 1: Approved by**
Brejesh Prayman 1/28/2025 5:05:00 PM

SJ **Requested by**
Sarah B. Johnson 1/28/2025 5:04:07 PM

The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to execute Task Order No. 21-01-MH/W(A) to the architect/engineering agreement dated July 15, 2021, as amended, between the City of St. Petersburg, Florida and Mead & Hunt, Inc. ("A/E"), for A/E to provide project management, data collection and review, an assessment of the existing systems, develop recommendations and prepare a preliminary engineering report related to the Sanitation CNG Refueling Station Project in an amount not to exceed $147,819.17 (ECID Project No. 25117-130; Oracle No. 20938); and providing an effective date.
Please scroll down to view the backup material.



CB-7

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of February 20, 2025

TO: The Honorable Copley Gerdes, Chair and Members of City Council

SUBJECT: A Resolution authorizing the Mayor or his designee to execute Task Order No. 21-01-MH/W(A) to the architect/engineering agreement dated July 15, 2021, as amended, between the City of St. Petersburg, Florida and Mead & Hunt, Inc. ("A/E"), for A/E to provide project management, data collection and review, an assessment of the existing systems, develop recommendations and prepare a preliminary engineering report related to the Sanitation CNG Refueling Station Project in an amount not to exceed $147,819.17 (ECID Project No. 25117-130; Oracle No. 20938); and providing an effective date.

EXPLANATION: This project will assess deficiencies and possible upgrades to the current compressed natural gas (CNG) refueling station at the sanitation department. Possible upgrades include increasing the capacity of the station, a fast-fill capability, an awning structure and reconfiguration of the truck traffic flow.

On July 15, 2021, the City of St. Petersburg, Florida and Mead & Hunt, Inc. ("A/E") entered into an architect/engineering agreement for A/E to provide miscellaneous professional services for potable water, wastewater and reclaimed water projects.

Task Order No. 21-01-MH/W(A) in the amount of $147,819.17 shall provide professional engineering services including but not limited to a preliminary engineering assessment of the current CNG refueling system and evaluation of possible upgrades. This Task Order includes a $13,438.11 allowance to be authorized if any unforeseen conditions are experienced while performing the work.

Task Order No. 21-01-MH/W(A) includes the following phases and associated not to exceed costs respectively:

Project Management	$ 12,614.32
Data Collection and Review	$ 17,241.36
Existing System Assessment	$ 39,626.14
Develop Recommendations	$ 42,034.62
Preliminary Engineering Report	$ 22,864.62
Allowance	$ 13,438.11
Total	**$147,819.17**

Following the completion of this assessment and the preliminary engineering report, this project will move into a detail design phase based on the selection of rehabilitation and upgrades from the sanitation department.

A/E services during the design 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 Task Order No. 21-01-MH/W(A) to the architect/engineering agreement dated July 15, 2021, as amended, between the City of St. Petersburg, Florida and Mead & Hunt, Inc. ("A/E"), for A/E to provide project management, data collection and review, an assessment of the existing systems, develop recommendations and prepare a preliminary engineering report related to the Sanitation CNG Refueling Station Project in an amount not to exceed $147,819.17 (ECID Project No. 25117-130; Oracle No. 20938); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Sanitation Operating Fund (4021) FY25 Sanitation CNG Refueling Assessment Project (20938).

ATTACHMENTS: Resolution
Task Order No. 21-01-MH/W(A)
Map

RESOLUTION NO. 2025-____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 21-01-MH/W(A) TO THE ARCHITECT/ENGINEERING AGREEMENT DATED JULY 15, 2021, AS AMENDED, BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND MEAD & HUNT, INC. ("A/E") FOR A/E TO PROVIDE PROJECT MANAGEMENT, DATA COLLECTION AND REVIEW, AN ASSESSMENT OF THE EXISTING SYSTEM, DEVELOP RECOMMENDATIONS AND PREPARE A PRELIMINARY ENGINEERING REPORT RELATED TO THE SANITATION CNG REFUELING STATION PROJECT IN AN AMOUNT NOT TO EXCEED $147,819.17 (ECID PROJECT NO. 25117-130; ORACLE NO. 20938); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and Mead & Hunt, Inc. ("A/E") executed an architect/engineering agreement on July 15, 2021 for A/E to provide professional services on a continuing basis for work of a specified nature as outlined in the agreement related to miscellaneous Potable Water, Wastewater and Reclaimed Water Projects; and

WHEREAS, the Agreement has been previously amended; and

WHEREAS, Administration desires to issue Task Order No. 21-01-MH/W(A) for A/E to provide project management, data collection and review, an assessment of the existing system, develop recommendations and prepare a preliminary engineering report related to the Sanitation CNG Refueling Station Project in an amount not to exceed $147,819.17, which amount includes a $13,438.11 allowance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor or his designee is hereby authorized to execute Task Order No. 21-01-MH/W(A) to the architect/engineering agreement dated July 15, 2021, as amended, between the City of St. Petersburg, Florida and Mead & Hunt, Inc. ("A/E") for A/E to provide project management, data collection and review, an assessment of the existing system, develop recommendations and prepare a preliminary engineering report related to the Sanitation CNG Refueling Station Project in an amount not to exceed $147,819.17.

This Resolution shall become effective immediately upon its adoption.

LEGAL: DEPARTMENT:

00790885

MEMORANDUM

CITY OF ST. PETERSBURG

Engineering and Capital Improvements Department

DATE: February 20, 2025

TO: The Honorable Copley Gerdes, Chair, and City Councilmembers

FROM: Brejesh Prayman, P.E., Director
Engineering & Capital Improvements Department

RE: Consultant Selection Information
Firm: Mead & Hunt, Inc.
Task Order No. 21-01-MH/W(A) in the amount of $147,819.17

This memorandum is to provide information pursuant to City Council Policy and Procedures Manual, Chapter 3, Section I(F.) for agenda package information.

1. Summary of Reasons for Selection

   This project will assess deficiencies and possible upgrades to the current compressed natural gas (CNG) refueling station at the sanitation department. Possible upgrades include increasing the capacity of the station, a fast-fill capability, an awning structure and reconfiguration of the truck traffic flow.

   Mead and Hunt, Inc. has significant experience in the design, permitting and construction phase activities of CNG structures and facilities.

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

TASK ORDER NO. 21-01-MH/W(A)
SANITATION CNG REFUELING STATION
POTABLE WATER WASTEWATER & RECLAIMED WATER PROJECTS
CITY PROJECT NO. 25117-130

This Task Order No. 21-01-MH/W(A) is made and entered into this _____ day of _____, 2025, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR POTABLE WATER WASTEWATER & RECLAIMED WATER PROJECTS dated July 15, 2021 ("Agreement") between Mead & Hunt, Inc. ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

This project is an existing compressed natural gas (CNG) fueling station for the City of St. Petersburg's Sanitation Department (SD). The City Engineering and Capital Improvements Department (City) has requested Mead & Hunt (A/E) to assess the current system and address the limitations experienced by the SD when fueling their fleet of trucks. The City and SD would like the A/E to provide a summary of their findings from the existing system assessment, provide a list of reasonable alternatives and recommendations on system upgrades to meet SD fleet demands, and establish a Class 4 AACE cost estimate for the selected alternative. These activities will all be summarized and presented in a preliminary engineering report (PER). The detailed scope of services for this project are presented in the following sections.

II. SCOPE OF SERVICES

Task 1 – Project Management

Project Coordination

A/E's Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated four (4) month project duration. The PM will also manage the development of project work, revisions to the project schedule, and stakeholder collaboration efforts.

Project Kick-Off Meeting

A/E will coordinate and conduct one (1) in person project kick-off meeting with the project team, City and SD staff to review project goals, scope of work, team member roles, lines of communication, project schedule, and administrative processes. Following the meeting, A/E will prepare a written summary of the project meeting, including project schedule, and distribute it to the attendees.

Quality Assurance / Quality Control

A/E will implement, and the PM will monitor, a quality assurance and control process, which includes independent technical review of project technical work products before their submission to the City and SD staff.

Stakeholder Coordination

In addition to the City and SD being stakeholders, A/E PM will collaborate with the project team to confirm any Department of Energy (DOE) jurisdiction with this facility and if a specific permit is required. A/E PM shall also coordinate with DUKE Energy, and TECO Peoples Gas (PG) as the project progresses.

Task 2 – Data Collection & Review

Existing Data Review

A/E will coordinate with City and SD staff to request copies of existing as-built drawings, submittals, operation and maintenance (O&M) manuals, Zeit Energy maintenance logs and invoices, TECO (PG) and DUKE Energy bills and any data available for the existing CNG fueling facility that can be reasonably provided. A/E will review this information and data to confirm the approach for the CNG system assessment.

Task 3 – Existing System Assessment

Current System

The A/E will compare the current operating capacity with the original design conditions, review the data and determine the differences related to:

- What equipment is working and what equipment is not working when compared against the design conditions and regular operation and maintenance
- What equipment may be underperforming
- Assess the gas supply by evaluating the inlet pressure from the lateral connecting the TECO distribution main to the CNG compressors
- Assess the current compressors, filling station, available storage and dryer systems
- Assess current emergency generator sizing and performance
- Assess current utilities.
- Review feedback from current site operations to identify bottlenecks and problem areas
- Review the current truck filling schedule including quantity of CNG required per truck
- Review the current system layout and functionality

Review Workshop

A/E will hold one (1) review workshop with the City and SD staff to review the system assessment results. This step ensures we capture all comments prior to the DRAFT Technical Memorandum (TM) as part of this task.

Technical Memorandum

The A/E will prepare a DRAFT TM which summarizes the system assessment based on the comments received from the review workshop and submit to City and SD staff for review. The City and SD staff will provide comments on the TM and revisions will be incorporated into a FINAL TM that will be submitted to City and SD staff. This TM will also be included in the Preliminary Engineering Report (PER) in Task 5.

Task 4 – Develop Recommendations

CNG System Alternatives

A/E will develop five (5) alternatives with Class 5 AACE cost estimates for the City and SD to review. They include the following:

- Meeting current design flow requirements of 12 DGE (Diesel Gallon Equivalents) by identifying process bottlenecks and recommending solutions.
- Fast Fill Upgrade to the existing system
- Reconfiguring fueling logistics with a canopy option
- Increasing the system capacity from 12 diesel gallon equivalents (DGE) to what will meet the Sanitation Department CNG fleet requirements
- Complete Replacement (Maximum cost impact to capital budget)

The five (5) alternatives will include advantages and disadvantages to be used for the review workshop. Appropriate emergency generator sizing will be recommended with each alternative

Review Workshop

A/E will hold one (1) review workshop with the City and SD staff to review the proposed alternative. The A/E and project stakeholders will collaborate and select the best option to move forward.

Recommended Best Option

The A/E will further refine the selected best option with additional design concepts, up to 10% design. The A/E will contact up to three (3) CNG station equipment suppliers to receive quotes for the proposed upgrades and/or modifications using this information to establish a Class 4 AACE) cost estimate. This, along with all of the evaluated alternatives, will be included in the PER in Task 5.

Task 5 – Preliminary Engineering Report (PER)

DRAFT PER

A/E shall prepare a DRAFT PER for the City and SD staff to review. This PER will include summaries and information developed from Tasks 1 through 4 above as listed below:

- A list of data collected, and methodology used for review
- An executive summary of TM developed under Task 3; the TM will be included as an Appendix to the PER.
- Provide details of each alternative evaluated
- List the selected option with justification and supporting documentation

Appendices to the PER shall include:

- TM from Task 3
- Approximate capital costs of each option presented.
- General Arrangement Drawing of proposed solutions
- Approximate OPEX for each proposed solution (electricity, and consumables)
- Approximate performance and capacity of each solution

Review Workshop

A/E will hold one (1) review workshop with the City and SD staff to review the DRAFT PER. This step will ensure all project stakeholder's comments have been captured and addressed before the FINAL PER.

FINAL PER

A/E shall prepare a FINAL PER for the City and SD staff incorporating the relevant comments from the Review Workshop.

III. SCHEDULE

Work under this Task Order shall begin no later than 10 days from Notice to Proceed. Tasks 3 through 5 are sequential and will commence when the previous task is completed. Days shown do not account for review times.

	Number of Days from NTP
Task 1 – Project Management	120
Task 2 – Data Collection & Review	30
Task 3 – Existing System Assessment	60
Task 4 – Develop Recommendations	90
Task 5 – Preliminary Engineering Report	120

IV. A/E'S RESPONSIBILITIES

Assumptions include the following:

- Safety devices and safety layout per industry standards, i.e. NEC
- DEG unit conversion follows industry standards
- Labor values will be provided by the City for OPEX evaluations

V. CITY'S RESPONSIBILITIES

It is expected the City will have the following responsibilities as part of this project:

- Provide data as requested or if data is not available and/or cannot be reasonably produced collaborate with the A/E to a consensus on assumptions used for the system assessment.
- Schedule for truck filling including quantity of trucks, timing, and truck fill amount. Include current and future demand.

VI. DELIVERABLES

Task 1 – Project Management

- Kickoff Meeting agenda
- Kickoff Meeting summary
- Project Schedule (Gantt chart)

Task 2 – Data Collection & Review

- Data request to the City

Task 3 – Existing System Assessment

- System Assessment to be used for the workshop
- Workshop Agenda
- Workshop Minutes
- DRAFT Technical Memorandum (TM)
- FINAL TM

Task 4 – Develop Recommendations

- Alternatives evaluation along with Class 5 AACE cost estimates to be used for the workshop
- Workshop Agenda
- Workshop Minutes

Task 5 – Preliminary Engineering Report (PER)

- DRAFT PER
- FINAL PER

VII. A/E'S COMPENSATION

For Tasks 1 through 5, the City shall compensate the A/E a lump sum amount of $134,381.06.

This Task Order establishes an allowance in the amount of $13,438 for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Task Order.

The total Task Order amount is **$147,819** per Appendix A.

VIII. PROJECT TEAM

SD – Antwann Jackson (PM)
A/E:

- Shaleena Manzanero (PM - Sr. Engineer)

- Justin Kise (EOR - Principal)
- Jeff VanVoorhis (QA/QC – Sr. Project Engineer)
- Jason Parrillo (Client Manager – Sr. Project Engineer)
- Steve Osgood (CNG Process Lead - Project Engineer)
- John Nelson (Cost Estimator - Project Engineer)
- Keff Kurella (Electrical I&C – Sr. Project Engineer)

IX. MISCELLANOUS

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

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

_____
(Company Name)

By: _____
(Signature)

_____
(Printed Name and Title)

Date: _____

CITY OF ST. PETERSBURG, FLORIDA

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

DATE: _____

ATTEST

By: _____
Chandrahasa Srinivasa, City Clerk

(SEAL)

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

By: _____
City Attorney (Designee)

APPENDIX A
Work Task Breakdown
City of St. Petersburg
Sanitation CNG Refueling Station
Project No. 25117-130

I. Manpower Estimate: All Tasks

	Direct Labor Rates Classifications	Principal (EOR)	Sr. Project Engineer (CM)	Sr. Project Engineer (Electrical/I&C)	Sr. Engineer (PM)	Project Engineer (Process Lead)	Project Engineer (Cost Estimator)	Sr. Project Engineer (QA/QC)	Administrative Assistant	Total Hours	Labor Cost
	Direct Salary	$ 108.00	$ 93.00	$ 88.00	$ 64.00	$ 75.00	$ 80.00	$ 93.00	$ 36.00		
	Multiplier 2.1519	$ 232.41	$ 200.13	$ 189.37	$ 137.73	$ 161.40	$ 172.16	$ 200.13	$ 77.47		
	Billing Rates[1]	$ 340.41	$ 293.13	$ 277.37	$ 201.73	$ 236.40	$ 252.16	$ 293.13	$ 113.47		
	TASK										
1	Project Management	2	2		42	2		2	16	66	$ 12,614.32
2	Data Collection & Review	2		12	16	36		2	8	76	$ 17,241.36
3	Existing System Assessment	2	2	20	36	72	16	2	8	158	$ 36,626.14
4	Develop Recommendations	2	2	20	36	80	24	2	8	174	$ 40,534.62
5	Preliminary Engineering Report	2	2		40	30	16	2	16	108	$ 22,864.62
	Totals	10	8	52	170	220	56	10	56	582	$ 129,881.06

II. Fee Calculation

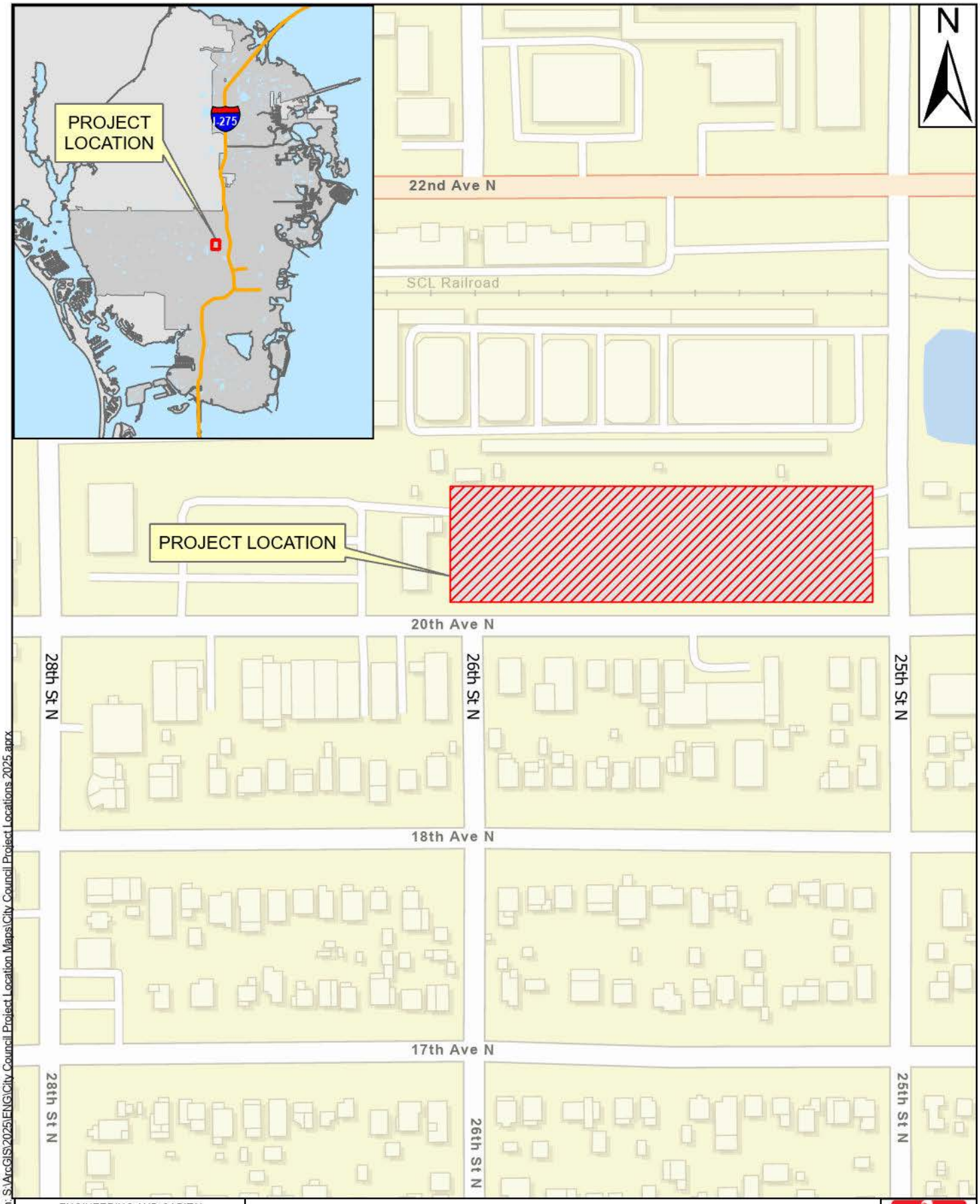
Task	Labor Cost	Expenses[2]	Subconsultant Services	Mark-up on Subconsultant Services[3]	Total Cost Without Allowance
1	$12,614.32	$0.00	$0.00	$0.00	$12,614.32
2	$17,241.36	$0.00	$0.00	$0.00	$17,241.36
3	$36,626.14	$3,000.00	$0.00	$0.00	$39,626.14
4	$40,534.62	$1,500.00	$0.00	$0.00	$42,034.62
5	$22,864.62	$0.00	$0.00	$0.00	$22,864.62
Total	$129,881.06	$4,500.00	$0.00	$0.00	$134,381.06

III. Fee Limit

Lump Sum Cost	$134,381.06
Allowance[4]	$13,438.11
Total:	**$147,819.17**

IV. Notes:

1. Rates and Multipier per contract.
2. Includes expenses for: Travel and per diem for Steve Osgood/CNG Process Lead 3 trips, 1 site visit, 2 review workshops
3. Includes XX percent markup of SUBCONSULTANT (per contract).
4. Allowance to be used only upon City's written authorization.



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		SANITATION CNG REFUELING STATION Project No. 25117-130	st.petersburg www.stpete.org
APPROVED BY:	DATE: 12/16/2024		

Approvals - gcc
Report • Printed on February 7, 2025

Approved

2/20 Council - Mead & Hunt - Sanitation Refueling - Task Order

Attachments

Mead & Hunt - Sanitation Refu
https://stpete1-my.sharepoint.com/:

Final status: Approved

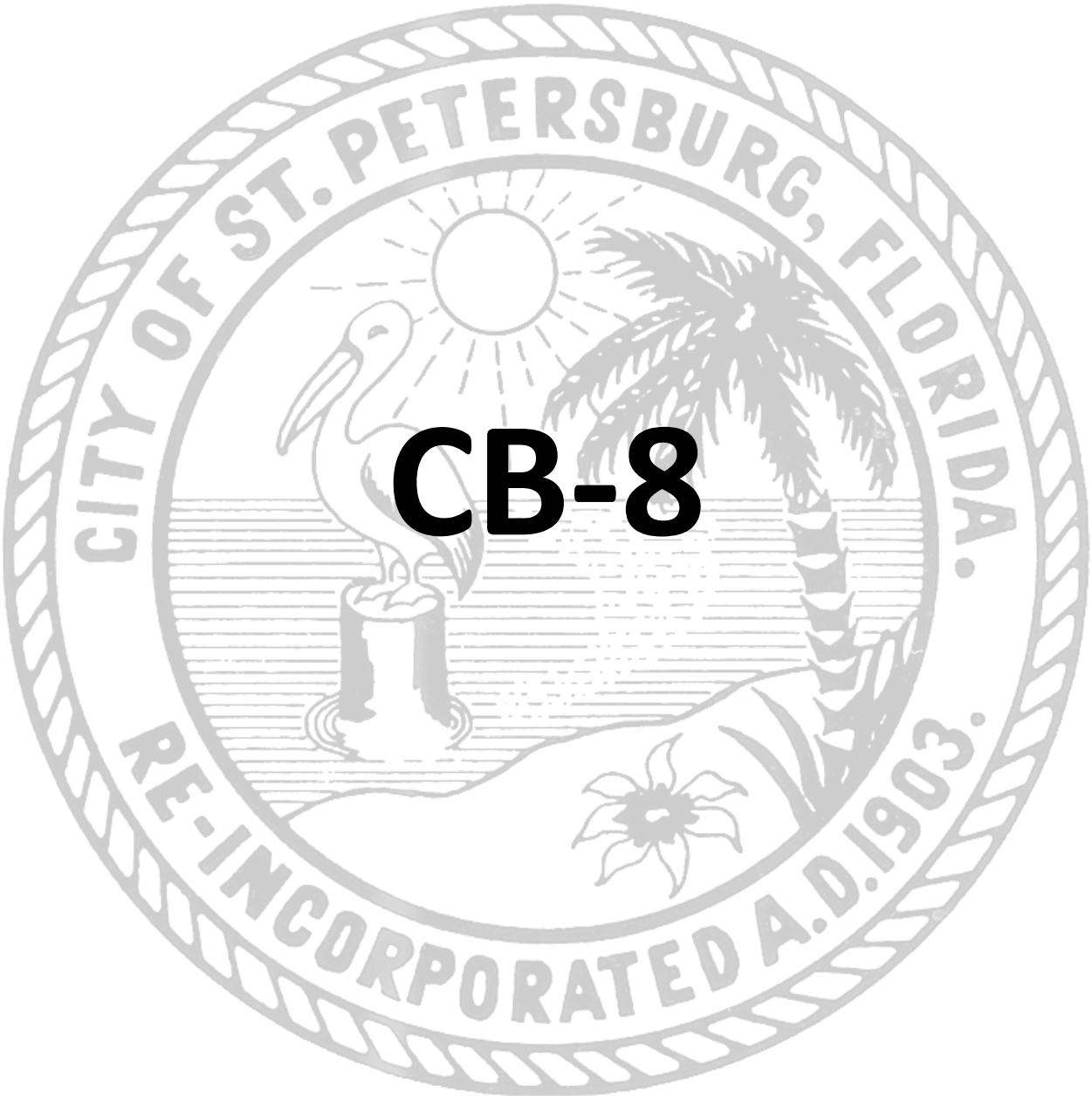
CT **Step 3: Approved by**
Claude Tankersley 2/6/2025 5:11:24 PM

MW **Step 2: Approved by**
Margaret B. Wahl 2/6/2025 11:03:39 AM

BP **Step 1: Approved by**
Brejesh Prayman 2/6/2025 11:01:49 AM

SJ **Requested by**
Sarah B. Johnson 2/6/2025 8:34:49 AM

The following page(s) contain the backup material for Agenda Item: A resolution approving the minutes of the City Council meeting held on June 13, 2024; and providing an effective date. Please scroll down to view the backup material.



CB-8

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 20, 2025

TO: City Council Chair & Members of City Council

SUBJECT: City Council Minutes

EXPLANATION: City Council minutes of June 13, 2024, City Council meeting.

RESOLUTION NO.___

A RESOLUTION APPROVING THE MINUTES OF THE CITY COUNCIL MEETING HELD ON JUNE 13, 2024; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the minutes of the City Council meeting held on June 13, 2024, are hereby approved.

This resolution shall become effective immediately upon its adoption.

LEGAL:

Jeannine S. Williams

_____
City Attorney or Designee
00791057

COUNCIL MEETING

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

CITY OF ST. PETERSBURG

REGULAR SESSION OF THE CITY COUNCIL HELD AT CITY HALL
THURSDAY, June 13, 2024, AT 4:00 P.M.
****

Chair Deborah Figgs-Sanders called the meeting to order with the following members present Gina Driscoll, Deborah Figgs-Sanders, Richie Floyd, Brandi Gabbard, Copley Gerdes, Lisset Hanewicz, John Malone, and Ed Montanari. City Administrator Robert Gerdes, City Attorney Jacqueline Kovilaritch, Assistant City Attorney Macall Dyer, Assistant City Clerk Manager Patricia Beliveau, and Deputy City Clerk Jordan Wilson were also in attendance. Absent. None.

In connection with the approval of the agenda, Councilmember Montanari moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council approve the agenda with the following changes as amended:

INFO		Time Change to 4:00 pm from 1:30 pm
MOVED	CA-2	A resolution of the City Council of St. Petersburg, Florida, approving an increase in the not to exceed amount of the engagement letter with Faegre Drinker Biddle & Reath LLP from $950,000 to $1,500,000; approving a supplemental appropriation in the amount of $550,000 from the unappropriated balance of the General Fund (0001) to the Legal Department, Legal Division (030-1009); and providing for an effective date. (Moved to Reports as F-1)
ADD	CB-1	Housing, Land Use, & Transportation Committee Meeting Minutes (May 16, 2024)
ADD	I-1	Settlement Andi Ibro v. City of St. Petersburg, Case No.: 23-001241-CI
REVISE	J-1	Ordinance 584-H of the City of St. Petersburg approving a Development Agreement for property generally bounded by First Avenue South to the north, Dr. Martin Luther King, Jr. and Tenth Streets South to the east, Interstate 175 to the south, and Seventeenth and Eighteenth Streets South to the west; recognizing that the

		subject agreement is by and between Hines Historic Gas Plant District Partnership, a Florida Joint Venture (Developer) and the City of St. Petersburg, Florida, A Florida Municipal Corporation; authorizing the Mayor or his designee to execute the agreement; and providing an effective date. (Revised title and Exhibit A) (Presentation included)
INFO	J-2	Ordinance 793-Z amending the Official Zoning Map of the City of St. Petersburg, Florida, by changing the zoning of seven (7) publicly-owned parcels, generally located south and west of Tropicana Field and bounded by I-175 to the south and 18th Street South to the west, from Downtown Center 2 (DC-2) to Downtown Center 1 (DC-1); Providing for repeal of conflicting ordinances and provisions thereof; and providing an effective date. (City File: ZM-17) (Quasi-judicial) (Presentation included)
ADD	J-3	Ordinance 586-H, an emergency ordinance concerning the dates of the City's upcoming general election and primary election and the dates of qualifying for those elections; making findings regarding those dates; ratifying November 5, 2024, as the date of that general election, August 20, 2024, as the date of that primary election, and June 4, 2024, through June 18, 2024, as the dates of qualifying for those elections; providing severability; and providing an effective date.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Malone. Montanari. Nays. None. Absent. None.

In connection with approval of the Consent Agenda, Chair Figgs-Sanders asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolutions be adopted approving the attached Consent Agenda as amended.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Malone. Montanari. Nays. None. Absent. None.

In connection with the Open Forum portion of the agenda, the following person(s) came forward:

1. Chris Steinocher, 100 2nd Avenue North, spoke regarding the Rays.
2. Bob Warchola, 100 2nd Avenue North, spoke about
3. Jeff Danner, 2351 Dartmouth Avenue North, spoke regarding the sign ordinance.
4. Andy Oliver, 3803 Haines Road,
5. Pat Fling, 1201 86th Avenue North,
6. Peter Kent, 8 Academy Way, spoke regarding the Rays/Hines deal.

7. Ron Diner, 1385 Brightwaters Boulevard,
8. Patrick Canley, 1985 Carolina Avenue Northeast, spoke regarding the Rays/Hines deal.
9. Dylan Dames, 3803 Haines Road,

In connection with a legal item, Joe Kelly, Assistant City Attorney gave a presentation regarding a settlement of a lawsuit. Chair Figgs-Sanders asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Hanewicz moved with the second of Councilmember Gerdes that the following resolution be adopted:

2024-256 A RESOLUTION APPROVING SETTLEMENT OF THE LAWSUIT OF ANDI IBRO V. CITY OF ST. PETERSBURG, FLORIDA, CIRCUIT COURT FOR PINELLAS COUNTY, FLORIDA, CASE NO. 23-001241-CI, AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Malone. Montanari. Nays. None. Absent. None

In connection with reports, Brian Caper, Economic Development Manager gave a PowerPoint presentation regarding engagement letter with Faegre Drinker Biddle & Reath LLP. Chair Figgs-Sanders asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Gerdes moved with the second of Councilmember Montanari that the following resolution be adopted:

2024-257 A RESOLUTION OF THE CITY COUNCIL OF ST. PETERSBURG, FLORIDA APPROVING AN INCREASE IN THE NOT TO EXCEED AMOUNT OF THE ENGAGEMENT LETTER WITH FAEGRE DRINKER BIDDLE & REATH LLP FROM $950,000 TO $1,500,000; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $550,000 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001) TO THE LEGAL DEPARTMENT, LEGAL DIVISION (030-1009); AND PROVIDING FOR AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Montanari. Nays. Floyd. Hanewicz. Malone. Absent. None.

In connection with new ordinances, the Clerk read the title of proposed Ordinance 585-H. Chair Figgs-Sanders asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. William Kilgore, 2550 28th Avenue North, spoke against the proposed ordinance.
2. Mary Catok, 5910 Bayou Grande Boulevard Northeast, spoke against the proposed ordinance.
3. Jabar Edmond, St. Petersburg, spoke against the proposed ordinance.
4. Jay James, 2042 27th Street South, spoke against the proposed ordinance.

5. Peter Kent, 8 Academy Way, spoke against the proposed ordinance.
6. Kari Mueller, 1147 James Avenue South, spoke against the proposed ordinance.
7. Chaise Harrell, 2242 19th Avenue South, spoke against the proposed ordinance.

Councilmember Montanari moved with the second of Councilmember Driscoll that the following resolution be adopted:

BE IT RESOLVED by the City council of the City of St. Petersburg, Florida, that setting July 11, 2024, as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 585-H

AN ORDINANCE ADOPTING AMENDMENTS TO THE INTOWN REDEVELOPMENT PLAN (IRP) OF THE CITY OF ST. PETERSBURG (CITY), INCREASING THE REDEVELOPMENT PROGRAM BUDGET IN AMENDED TABLE 2 FROM $232.354 MILLION TO $574.854 MILLION TO FUND "NEW STADIUM PROJECT" AND "HISTORIC GAS PLANT REDEVELOPMENT INFRASTRUCTURE" IN THE IRP WEST OF 8TH STREET; PROVIDING FOR AN EXTENSION OF THE CITY'S TIF CONTRIBUTIONS THROUGH 2042, AND ALLOWING MODIFICATIONS TO TIF CONTRIBUTIONS TO THE IRP REDEVELOPMENT TRUST FUND BY THE CITY AND PINELLAS COUNTY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Gabbard. Gerdes. Montanari. Nays. Floyd. Hanewicz. Malone. Absent. None.

In connection with public hearings, the Clerk read the title of Proposed Ordinance 586-H. Brett Pettigrew, Assistant City Attorney gave a presentation regarding the Ordinance. Chair Figgs-Sanders asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gerdes moved with the second of Councilmember Floyd that the following resolution(s) be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that proposed Ordinance 586-H entitled:

PROPOSED ORDINANCE NO. 586-H

AN EMERGENCY ORDINANCE CONCERNING THE DATES OF THE CITY'S UPCOMING GENERAL ELECTION AND PRIMARY ELECTION AND THE DATES OF QUALIFYING FOR THOSE ELECTIONS; MAKING FINDINGS REGARDING THOSE DATES; RATIFYING NOVEMBER 5, 2024, AS THE DATE OF THAT GENERAL ELECTION, AUGUST 20, 2024, AS THE DATE OF THAT PRIMARY ELECTION, AND JUNE 4, 2024, THROUGH JUNE 18, 2024,

AS THE DATES OF QUALIFYING FOR THOSE ELECTIONS; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

be adopted as an emergency ordinance.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Malone. Montanari. Nays. None. Absent. None.

In connection with first reading and first public hearings, the Clerk read the title of proposed Ordinance No. 584-H. Derek Kilborn, Urban Design and Historic Preservation Manager gave a PowerPoint presentation regarding Development Agreement between the City Hines Historic Gas Plant District Partnership. Chair Figgs-Sanders asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Tom Tito, 622 12th Avenue South, spoke in opposition to the proposed ordinance.
2. Lou Brown, 3767 30th Avenue South, spoke in support of the proposed ordinance.
3. Gary Gibbons, 800 29th Avenue North, spoke in opposition to the proposed ordinance.
4. Mary Catok, 5910 Bayou Grande Boulevard Northeast, spoke in opposition to the proposed ordinance.
5. William Kilgore, 2550 28th Avenue North, spoke in opposition to the proposed ordinance.
6. Jabaar Edmond, St. Petersburg, spoke in opposition to the proposed ordinance.
7. Amy Elliott, 1169 Overcash Drive, spoke in support of the proposed ordinance.
8. Jay James, 2042 27th Street South, spoke in opposition to the proposed ordinance.
9. Dave Pacetti, 4220 17th Street North, spoke in opposition to the proposed ordinance.
10. Susan McGrath, 2736 Burlington Avenue North, spoke in support of the proposed ordinance.
11. Yordanos Molla, 2000 Gandy Boulevard, spoke in opposition to the proposed ordinance.
12. Jalessa Blackshear, St Petersburg, spoke in opposition to the proposed ordinance.
13. Lama Alhasan, 5011 Starfish, spoke in opposition to the proposed ordinance.
14. Kari Mueller, 1147 James Avenue South, spoke in opposition to the proposed ordinance.
15. Rebecca Falkenberry, 301 2nd Street North, spoke in opposition to the proposed ordinance.
16. Andrew Walker, 231 Driftwood Road Southeast, spoke in support of the proposed ordinance.
17. Nick Carey, 5320 10th Street North, spoke in opposition to the proposed ordinance.
18. Michael McGrath, 1560 Central Avenue, spoke in opposition to the proposed ordinance.
19. Kenneth Mack, 1837 20th Avenue South, spoke in support of the proposed ordinance.
20. Andy Oliver, 3803 Haines Road, spoke in opposition to the proposed ordinance.

Councilmember Driscoll moved with the second of Councilmember Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that setting July 11, 2024 as the second reading and second public hearing for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 584-H

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA APPROVING A DEVELOPMENT AGREEMENT FOR PROPERTY GENERALLY BOUNDED BY FIRST AVENUE SOUTH TO THE NORTH, DR. MARTIN LUTHER KING, JR. AND TENTH STREETS SOUTH TO THE EAST, INTERSTATE 175 TO THE SOUTH, AND SEVENTEENTH AND EIGHTEENTH STREETS SOUTH TO THE WEST; RECOGNIZING THAT THE SUBJECT AGREEMENT IS BY AND BETWEEN HINES HISTORIC GAS PLANT DISTRICT PARTNERSHIP, A FLORIDA JOINT VENTURE (DEVELOPER), AND THE CITY OF ST. PETERSBURG, FLORIDA, A FLORIDA MUNICIPAL CORPORATION; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Gabbard. Gerdes. Montanari. Nays. Floyd. Hanewicz. Malone. Absent. None.

The Chair reviewed the Quasi-Judicial process to be followed. The Clerk read the title of proposed Ordinance 793-Z. A PowerPoint presentation was made by Derek Kilborn, Urban Design and Historic Preservation Manager regarding rezoning of seven parcel around Tropicana Field. Chair Figgs-Sanders asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Lama Alhasan, 5011 Starfish, (choosing not to speak) was in opposition to the proposed ordinance.
2. Jay James, 2042 27th Street South, spoke in opposition to the proposed ordinance.

Councilmember Montanari moved with the second of Councilmember Gabbard that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that setting July 11, 2024 as the second reading and second public hearing for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 793-Z

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ST. PETERSBURG, FLORIDA, BY CHANGING THE ZONING OF SEVEN (7) PUBLICLY-OWNED PARCELS, GENERALLY LOCATED SOUTH AND WEST OF TROPICANA FIELD AND BOUNDED BY I-175 TO THE SOUTH AND 18TH STREET SOUTH TO THE WEST, FROM DOWNTOWN CENTER-2 (DC-2) TO DOWNTOWN CENTER-1 (DC-1); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Gabbard. Gerdes. Montanari. Nays. Floyd. Hanewicz. Malone. Absent. None.

In connection with the second Open Forum portion of the agenda, there were no person(s) present wishing to be heard.

CONSENT AGENDA

COUNCIL MEETING CITY OF ST. PETERSBURG

Consent Agenda A
June 13, 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.

1. Approving the purchase of nine clean diesel trucks, one trailer, one tractor truck, and one loader utilizing Florida Sheriffs Association contract Nos FSA20-EQU21.0, Heavy equipment and FSA23-VEH21.0, Heavy trucks and buses and Florida State Department of Management Services #21-25101600 STC, medium and heavy trucks for a total combined cost not to exceed $4,047,818; approving a transfer in the amount of $1,800,000 from the unappropriated balance of the Sanitation Operating Fund (4021) to the Sanitation Equipment Replacement Fund (4027); approving a supplemental appropriation in the amount of $4,048,000 from the increase in the unappropriated balance of the Sanitation Equipment Replacement Fund (4027), partially resulting from the above transfer, to the Sanitation Department, Administration Division (450-2237), and providing an effective date.

2024-255

2. ~~A resolution of the City Council of St. Petersburg, Florida, approving an increase in the not to exceed amount of the engagement letter with Faegre Drinker Biddle & Reath LLP from $950,000 to $1,500,000; approving a supplemental appropriation in the amount of $550,000 from the unappropriated balance of the General Fund (0001) to the Legal Department, Legal Division (030-1009); and providing for an effective date.~~ (Moved to Reports as F-1)

CONSENT AGENDA

COUNCIL MEETING CITY OF ST. PETERSBURG

Consent Agenda B
June 13, 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.

Received and Filed

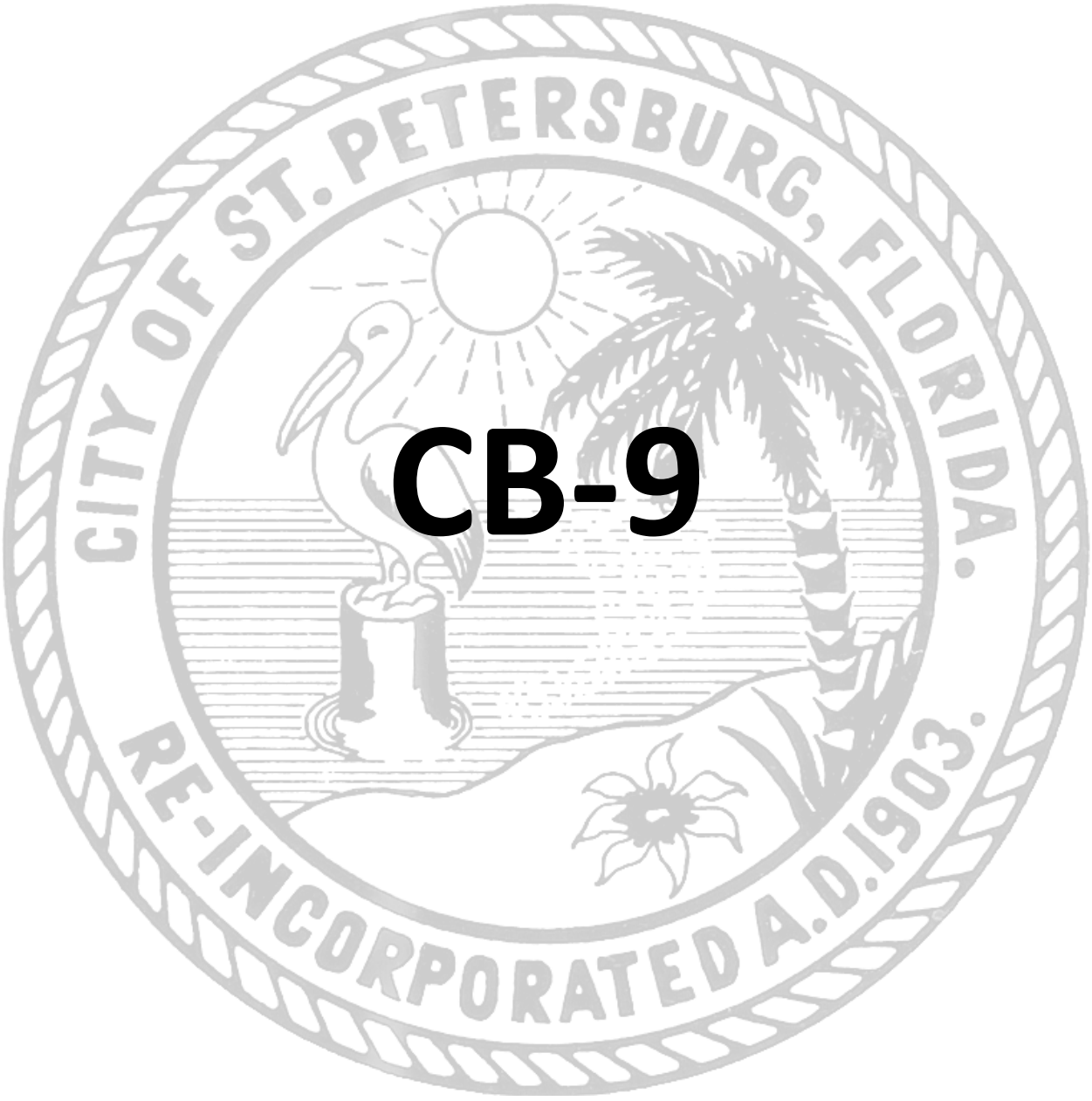
1. Housing, Land Use, & Transportation Committee Meeting Minutes (May 16, 2024)

There being no further business, Chair Figgs-Sanders adjourned the meeting at 7:33 p.m.

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

ATTEST: _____
Chan Srinivasa, City Clerk

The following page(s) contain the backup material for Agenda Item: A resolution approving the minutes of the City Council meeting held on July 18, 2024; and providing an effective date. Please scroll down to view the backup material.



CB-9

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 20, 2025

TO: City Council Chair & Members of City Council

SUBJECT: City Council Minutes

EXPLANATION: City Council minutes of July 18, 2024, City Council meeting.

RESOLUTION NO.___

A RESOLUTION APPROVING THE MINUTES OF THE CITY COUNCIL MEETING HELD ON JULY 18, 2024; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the minutes of the City Council meeting held on July 18, 2024, are hereby approved.

This resolution shall become effective immediately upon its adoption.

LEGAL:

Jeannine S. Williams

_____
City Attorney or Designee
00791056

COUNCIL MEETING

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

CITY OF ST. PETERSBURG

REGULAR SESSION OF THE CITY COUNCIL HELD AT CITY HALL
THURSDAY, July 18, 2024, AT 11:00 A.M.

****

Chair Deborah Figgs-Sanders called the meeting to order with the following members present: Gina Driscoll, Deborah Figgs-Sanders, Richie Floyd, Brandi Gabbard, Copley Gerdes, Lisset Hanewicz, John Malone, and Ed Montanari. City Administrator Robert Gerdes, City Attorney Jacqueline Kovilaritch, Chief Assistant City Attorney Jeannine Williams, City Clerk Chan Srinivasa, and Deputy City Clerk Jordan Wilson were also in attendance. Absent. None.

In connection with the approval of the agenda, Councilmember Montanari moved with the second of Vice-Chair Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council approve the agenda with the following changes as amended:

INFO	CB-3	A resolution approving a supplemental appropriation in the amount of $304,000 from the unappropriated balance of the American Rescue Plan Act Fund (1018) to the Parks and Recreation Department, Administration Division (190-1573), Healthy Food Action Plan Project (19542); and providing an effective date. (UPDATED BACKUP INCLUDES ADMINISTRATION SIGNATURES)
ADD	CB-7	A resolution accepting the proposal and approving the award of an agreement to perform external audit and assurance services; authorizing the Budget, Finance and Taxation Committee Chair to finalize the agreement with Cherry Bekaert, LLP, and if an agreement is not reached, to finalize an agreement with MSL, P.A., and to execute all documents necessary to effectuate this transaction; authorizing the City Attorney's office to make non-substantive changes to the agreement; and providing an effective date.
INFO	F-3	A Resolution approving the twelve (12) agreements identified in this Resolution related to the redevelopment of the Historic Gas Plant District including a new stadium for the Tampa Bay Rays; authorizing the City Attorney's Office to make non-substantive changes to the twelve (12) agreements; authorizing the Mayor or his designee to execute the twelve

(12) agreements; and providing an effective date. (ADDITIONAL BACKUP INCLUDED)

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Malone. Montanari. Nays. None. Absent. None.

In connection with approval of the Consent Agenda, Chair Figgs-Sanders asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Driscoll moved with the second of Vice-Chair Gerdes that the following resolutions be adopted approving the attached Consent Agenda as amended.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Hanewicz. Malone. Montanari. Nays. None. Absent. None.

In connection with the Open Forum portion of the agenda, the following person(s) came forward:

1. Peter Kent, 8 Academy Way, spoke regarding the Rays.
2. Robin Davidov, 4830 Osprey Street South, spoke regarding the Rats.
3. Ash Alonzo, 2434 10th Avenue North, spoke regarding the Rays/Hines deal.
4. Mary Catok, 5910 Bayou Grande Boulevard, spoke regarding the Historic Gas Plant.
5. Bradlee McCoy, 1856 Almeria Way, spoke regarding Council Chair resignation.
6. David Harbeitmer, 225 9th Avenue North, spoke regarding the Historic Gas Plant.
7. Tom Tito, 622 12th Avenue South, spoke regarding the Historic Gas Plant.
8. Chris Steincher, 100 2nd Avenue North, spoke regarding the Rays/Hines deal.
9. Paul Carder, 341 5th Street South, spoke regarding the Rays/Hines deal.
10. Trenia Cox, 4800 26th Court South, spoke regarding the Rays/Hines deal.
11. Erthia Pope, 2826 13th Street South, spoke regarding the Rays/Hines deal.

In connection with reports, Liz Makofske, Budget Director gave a PowerPoint presentation regarding the Fiscal year 2025 Budget. Chair Figgs-Sanders asked if there any person(s) present wishing to be heard, there was no response. Councilmember Montanari moved with the second of Councilmember Gabbard that the following resolution be adopted:

2024-293 A RESOLUTION ADOPTING PROPOSED MILLAGE RATE NECESSARY TO FUND THE TENTATIVE OPERATING BUDGET, OTHER THAN THE PORTION OF SAID BUDGET TO BE FUNDED FROM SOURCES OTHER THAN AD VALOREM TAXES FOR FISCAL YEAR 2025; AND PROVIDING AN EFFECTIVE DATE.

2024-294 A RESOLUTION SETTING THE DATES FOR PUBLIC HEARINGS UPON THE TENTATIVE OPERATING BUDGET AND PROPOSED MILLAGE RATE FOR FISCAL YEAR 2025; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Gabbard. Gerdes. Hanewicz. Montanari. Nays. Floyd. Malone. Absent. None.

Chair Figgs-Sanders recessed the City Council Meeting at 12:07 p.m. for a break.

Chair Figgs-Sanders reconvened the meeting at 12:39 p.m.

In connection with reports, James Corbett, City Development Administrator, gave a PowerPoint presentation regarding the Historic Gas Plant Redevelopment, including the Stadium Project. Chair Figgs-Sanders asked if there any person(s) present wishing to be heard, there was no response. No action was taken.

Chair Figgs-Sanders recessed the City of St. Petersburg City Council meeting at 1:12 p.m. and convened as the Community Redevelopment Agency.

The City Council was reconvened at 1:27 p.m.

In connection with reports, Brian Caper, Economic Development Director, gave a PowerPoint presentation regarding the redevelopment of the Historic Gas Plant District. Chair Figgs-Sanders asked if there any person(s) present wishing to be heard, the following person(s) came forward:

1. Terry Lipsey Scott, 2240 9th Avenue South, spoke in support of the proposed resolution.
2. Robin Davidov, 4830 Osprey Drive South, spoke in opposition to the proposed resolution.
3. Jason Mathis, 244 2nd Avenue South, spoke in support of the proposed resolution.
4. Pete Boland, 4670 Chancellor Street Northeast, spoke in support of the proposed resolution.
5. Michael McGrath, 1560 Central Avenue, spoke in opposition to the proposed resolution.
6. Esther Matthews, 1601 16th Street South, spoke in support of the proposed resolution.
7. William Van Orman, 115 12th Avenue North, spoke in support of the proposed resolution.
8. Theresa Jones, 4055 3rd Avenue South, spoke in support of the proposed resolution.
9. Dylan Dames, 4546 5th Avenue North, spoke in opposition to the proposed resolution.
10. Mike Swesey, 235 3rd Avenue North, spoke in support of the proposed resolution.
11. Matthew Holdgate, 160 16th Street North, spoke in support of the proposed resolution.

12. Jordan Lindsay, 10623 3rd Street North, spoke in support of the proposed resolution.
13. Chandler Dempsey, 3100 Central Avenue, spoke in support of the proposed resolution.
14. Devyn Amara, 1661 Central Avenue, spoke in support of the proposed resolution.
15. Grace Dowling, 500 trinity Lane North, spoke in support of the proposed resolution.
16. Christine Bruner, 5201 Denver, spoke in support of the proposed resolution.
17. Clayton Brady, 2801 58th Circle South, spoke in support of the proposed resolution.
18. Matt Lettelleir, 3321 21st Street North, spoke in support of the proposed resolution.
19. Sarah-Jane Vatelot, 2420 5th Street South, spoke in opposition to the proposed resolution.
20. Rob Milly, 6990 Oak Boulevard, spoke in support of the proposed resolution.
21. Melissa Rutland, 200 Central Avenue, spoke in support of the proposed resolution.
22. Jabaar Edmond, St. Petersburg, spoke in opposition to the proposed resolution.
23. Miranda Floyd, 3452 10th Avenue North, spoke in opposition to the proposed resolution.
24. Frank Peterman, 2435 Granada Circle, spoke in support of the proposed resolution.
25. Jeremy Tolberg, 417 Lido Way, spoke in opposition to the proposed resolution.
26. Andrew Walker, 231 Driftwood Road Southeast, spoke in support of the proposed resolution.
27. Carisrice Robinson, 439 5th Avenue North, (choosing not to speak) was in support of the proposed resolution.
28. Frank Cirilla, 1400 Gandy boulevard North, spoke in opposition to the proposed resolution.

Councilmember Floyd moved with the second of Councilmember Malone that the following resolution be adopted:

202-295 A RESOLUTION APPROVING THE TWELVE (12) AGREEMENTS IDENTIFIED IN THIS RESOLUTION RELATED TO THE REDEVELOPMENT OF THE HISTORIC GAS PLANT DISTRICT INCLUDING A NEW STADIUM FOR THE TAMPA BAY RAYS; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE TWELVE (12) AGREEMENTS; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE TWELVE (12) AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Gabbard. Gerdes. Montanari. Nays. Floyd. Hanewicz. Malone. Absent. None.

Chair Figgs-Sanders recessed the meeting at 3:37 p.m. for a break.

Chair Figgs-Sanders reconvened the meeting at 4:00 p.m.

In connection with first readings and first public hearings, the Clerk read the title of proposed Ordinance 585-H. Anne Fritz, Debt Financing Director gave a PowerPoint presentation to Council. Chair Figgs-Sanders asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Dylan Dames, 4546 5th Avenue North, (choosing not to speak) was in opposition to the proposed ordinance.
2. William Kilgore, 2550 28th Avenue North, spoke in opposition to the proposed ordinance.
3. Citizen, 2231 W. Harbor Drive South, (choosing not to speak) was in opposition to the proposed ordinance.

Vice-Chair Gerdes moved with the second of Councilmember Gabbard that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that proposed Ordinance 585-H entitled:

PROPOSED ORDINANCE NO. 585-H

AN ORDINANCE ADOPTING AMENDMENTS TO THE INTOWN REDEVELOPMENT PLAN (IRP) OF THE CITY OF ST. PETERSBURG (CITY), INCREASING THE REDEVELOPMENT PROGRAM BUDGET IN AMENDED TABLE 2 FROM $232.354 MILLION TO $574.854 MILLION TO FUND " "NEW STADIUM PROJECT" AND "HISTORIC GAS PLANT REDEVELOPMENT INFRASTRUCTURE" IN THE IRP WEST OF 8TH STREET; PROVIDING FOR AN EXTENSION OF THE CITY'S TIF CONTRIBUTIONS THROUGH 2042, AND ALLOWING MODIFICATIONS TO TIF CONTRIBUTIONS TO THE IRP REDEVELOPMENT TRUST FUND BY THE CITY AND PINELLAS COUNTY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Gabbard. Gerdes. Montanari. Nays. Floyd. Hanewicz. Malone. Absent. None.

In connection with public hearings, the Clerk read the title of proposed Ordinance 584-H. Liz Abernethy, Director of Planning and Development Services gave a PowerPoint presentation to Council. Chair Figgs-Sanders asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Dylan Dames, 4546 5th Avenue North, (choosing not to speak) was in opposition to the proposed ordinance.

2. William Kilgore, 2550 28th Avenue North, spoke in opposition to the proposed ordinance.

3. Katherine Harris, 1537 Tilley Avenue, (choosing not to speak) was in opposition to the proposed ordinance.

Councilmember Montanari moved with the second of Vice-Chair Gerdes that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that proposed Ordinance 584-H entitled:

PROPOSED ORDINANCE NO. 584-H

AN ORDINANCE AMENDING SECTION 2-78 OF THE ST. PETERSBURG CITY CODE RELATED TO AUTHORIZATION FOR CERTAIN TRAVEL EXPENSES; PROVIDING FOR DEFINITIONS; ESTABLISHING REVISED METHODS FOR CALCULATING THE PAYMENT AND REIMBURSEMENT OF CERTAIN TRAVEL EXPENSES FOR EXECUTIVE BRANCH PERSONNEL AND LEGISLATIVE BRANCH PERSONNEL THAT MAY BE INCLUDED IN WRITTEN PER DIEM AND TRAVEL EXPENSE POLICIES; AND PROVIDING AN EFFECTIVE DATE**.**

be adopted on second and final reading.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Gabbard. Gerdes. Montanari. Nays. Floyd. Hanewicz. Malone. Absent. None.

Chair Figgs-Sanders recessed the City of St. Petersburg City Council at 4:16 p.m. and convened as the Community Redevelopment Agency.

The City Council was reconvened at 4:24 p.m.

In connection with reports, Anne Fritz, Debt Financing Director gave a PowerPoint presentation to Council. Chair Figgs-Sanders asked if there any person(s) present wishing to be heard, there was no response.

Vice-Chair Gerdes moved with the second of Councilmember Driscoll that the following resolutions be adopted:

2024-296 A RESOLUTION OF THE CITY OF ST. PETERSBURG, FLORIDA AUTHORIZING THE ISSUANCE OF 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) FOR THE PURPOSE OF FINANCING AND/OR REIMBURSING THE COSTS OF THE DESIGN, ACQUISITION, CONSTRUCTION AND EQUIPPING OF REDEVELOPMENT

INFRASTRUCTURE IMPROVEMENTS TO INCLUDE PUBLIC OPEN SPACE AMENITIES, STREETSCAPE IMPROVEMENTS AND PARKING IMPROVEMENTS AND PAYING 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), FOR THE PURPOSE OF FINANCING AND/OR REIMBURSING THE COSTS OF THE DESIGN, ACQUISITION, CONSTRUCTION AND EQUIPPING OF A STADIUM, TWO PARKING GARAGES AND OTHER IMPROVEMENTS ASSOCIATED THEREWITH AND PAYING ASSOCIATED TRANSACTIONAL COSTS; COVENANTING TO BUDGET, APPROPRIATE AND DEPOSIT LEGALLY AVAILABLE NON-AD VALOREM REVENUES TO PROVIDE FOR THE PAYMENT THEREOF; MAKING CERTAIN COVENANTS AND AGREEMENTS FOR THE BENEFIT OF THE HOLDERS OF SUCH BONDS; AUTHORIZING CERTAIN OFFICIALS AND EMPLOYEES OF THE CITY TO EXECUTE ANY DOCUMENT AND TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE SALE, ISSUANCE AND DELIVERY OF SUCH BONDS; TAKING CERTAIN OTHER ACTIONS WITH RESPECT TO SUCH BONDS; PROVIDING FOR CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; CONFIRMING THE APPOINTMENT OF BRYANT MILLER OLIVE P.A. AND FAEGRE DRINKER BIDDLE & REATH LLP, BOTH AS SPECIAL LEGAL COUNSEL FOR LEGAL SERVICES DESCRIBED IN THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Gabbard. Gerdes. Montanari. Nays. Floyd. Hanewicz. Malone. Absent. None.

In connection with reports, Anne Fritz, Debt Financing Director gave a PowerPoint presentation to Council. Chair Gabbard asked if there any person(s) present wishing to be heard, there was no response.

Vice-Chair Gerdes moved with the second of Councilmember Montanari that the following resolutions be adopted:

2024-297 A RESOLUTION OF THE CITY OF ST. PETERSBURG, FLORIDA AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $140,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF THE CITY OF ST. PETERSBURG, FLORIDA NON-AD VALOREM REVENUE BONDS, SERIES 2024C (HGPD INFRASTRUCTURE PROJECT) IN ONE OR MORE SERIES OR SUB-SERIES FOR THE PURPOSE OF FINANCING AND/OR REIMBURSING THE COSTS OF THE DESIGN, ACQUISITION, CONSTRUCTION, AND EQUIPPING OF PUBLIC INFRASTRUCTURE IMPROVEMENTS AND ASSOCIATED APPURTENANCES AND FACILITIES WITHIN THE HISTORIC GAS PLANT DISTRICT, AND PAYING ASSOCIATED TRANSACTIONAL COSTS; COVENANTING TO BUDGET, APPROPRIATE AND DEPOSIT LEGALLY

AVAILABLE NON-AD VALOREM REVENUES TO PROVIDE FOR THE PAYMENT THEREOF; MAKING CERTAIN COVENANTS AND AGREEMENTS FOR THE BENEFIT OF THE HOLDERS OF SUCH BONDS; AUTHORIZING CERTAIN OFFICIALS AND EMPLOYEES OF THE CITY TO EXECUTE ANY DOCUMENT AND TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE SALE, ISSUANCE AND DELIVERY OF SUCH BONDS; TAKING CERTAIN OTHER ACTIONS WITH RESPECT TO SUCH BONDS; PROVIDING FOR CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; CONFIRMING THE APPOINTMENT OF BRYANT MILLER OLIVE P.A. AS SPECIAL LEGAL COUNSEL FOR LEGAL SERVICES DESCRIBED IN THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Gabbard. Gerdes. Montanari. Nays. Floyd. Hanewicz. Malone. Absent. None.

In connection with reports, Raul Quintana, City Architect Manager, gave a presentation regarding services for the Historic Gas Plant Redevelopment Project. Chair Figgs-Sanders asked if there any person(s) present wishing to be heard, there was no response.

Councilmember Gabbard moved with the second of Councilmember Gerdes that the following resolutions be adopted:

2024-298 A RESOLUTION ACKNOWLEDGING THE SELECTION OF SKANSKA USA BUILDING INC. (“SKANSKA”) AS THE MOST QUALIFIED FIRM TO PROVIDE OWNER’S REPRESENTATIVE SERVICES FOR THE HISTORIC GAS PLANT REDEVELOPMENT PROJECT INCLUDING THE NEW STADIUM FOR THE TAMPA BAY RAYS; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH SKANSKA FOR SKANSKA TO PROVIDE LIMITED DESIGN DOCUMENT REVIEW FOR THE NEW STADIUM AND OTHER IMPROVEMENTS IN AN INITIAL AMOUNT NOT TO EXCEED $250,000; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $250,000 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001) TO THE ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT, ENGINEERING ADMINISTRATION (130-1341), GAS PLANT PROJECT (19578); AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Gabbard. Gerdes. Montanari. Nays. Floyd. Hanewicz. Malone. Absent. None.

In connection with Open Forum portion of the agenda, there were no person(s) present wishing to be heard.

CONSENT AGENDA

COUNCIL MEETING CITY OF ST. PETERSBURG

Consent Agenda A
July 20, 2023

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

CONSENT AGENDA

COUNCIL MEETING CITY OF ST. PETERSBURG

Consent Agenda B
July 18, 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.

2024-287 1. A Resolution approving the plat of Terraces at 87th Townhomes – Phase 1, generally located at 420 and 429 87th Avenue North; setting forth conditions; and providing an effective date. (City File No.: DRC 23-20000003)

2024-288 2. A Resolution approving the plat of Tangerine Park, generally located at 851 18th Avenue South; setting forth conditions; and providing an effective date. (City File No.: DRC 24-20000008)

2024-289 3. A resolution approving a supplemental appropriation in the amount of $304,000 from the unappropriated balance of the American Rescue Plan Act Fund (1018) to the Parks and Recreation Department, Administration Division (190-1573), Healthy Food Action Plan Project (19542); and providing an effective date.

2024-290 4. A resolution authorizing the Mayor to execute an agreement with the City of Treasure Island, Florida to provide wastewater service to the incorporated city of Treasure Island, Florida, for a term of ten (10) years; authorizing the Mayor to execute an industrial pretreatment agreement and an inflow and infiltration agreement with the City of Treasure Island; and providing an effective date.

2024-291 5. A resolution approving an agreement between the City of St. Petersburg (City) and Advantage Village Academy, Inc (Agency) for the City to contribute funding in an amount not to exceed $150,000 to be used by Agency for expenses associated with producing, marketing and conducting festivities during Martin Luther King Jr. Day Weekend in 2025 (Agreement); authorizing the Mayor or his designee to execute the Agreement; authorizing the City Attorney's Office to make non-substantive changes to the Agreement; and providing an effective date.

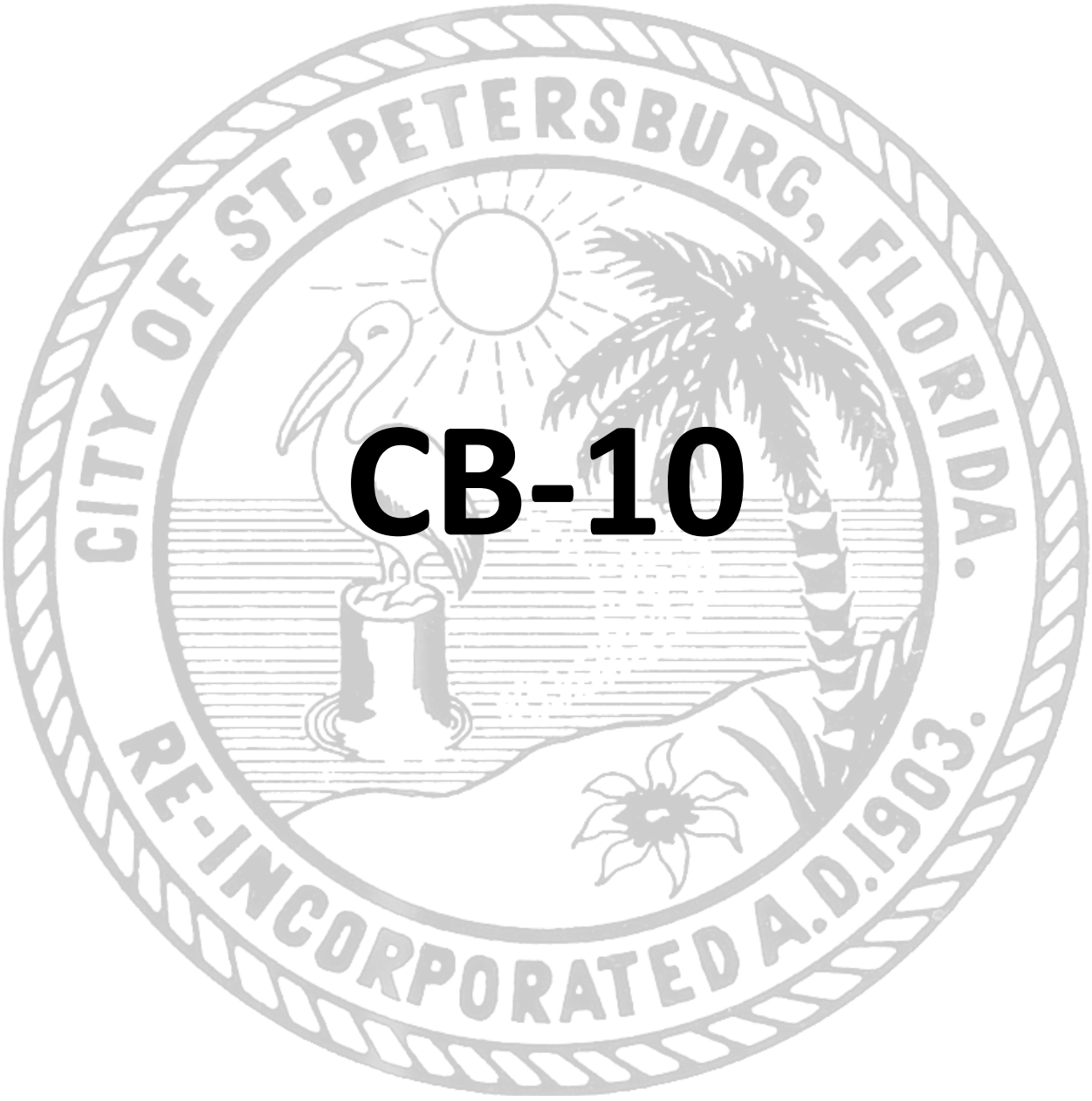
2024-292 6. A resolution accepting the proposal and approving the award of an agreement to perform external audit and assurance services; authorizing the Budget, Finance and Taxation Committee Chair to finalize the agreement with Cherry Bekaert, LLP, and if an agreement is not reached, to finalize an agreement with MSL, P.A., and to execute all documents necessary to effectuate this transaction; authorizing the City Attorney’s Office to make non-substantive changes to the agreement; and providing an effective date.

There being no further business Chair Figgs-Sanders adjourned the meeting at 4:38 p.m.

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

ATTEST: _____
Chan Srinivasa, City Clerk

The following page(s) contain the backup material for Agenda Item: A resolution approving the minutes of the City Council meetings held on January 2, January 9, and January 23, 2025; and providing an effective date.
Please scroll down to view the backup material.



CB-10

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 20, 2025

TO: City Council Chair & Members of City Council

SUBJECT: City Council Minutes

EXPLANATION: City Council minutes of January 2, January 9, and January 23, 2025, City Council meetings.

RESOLUTION NO.___

A RESOLUTION APPROVING THE MINUTES OF THE CITY COUNCIL MEETINGS HELD ON JANUARY 2, JANUARY 9, AND JANUARY 23, 2025; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that the minutes of the City Council meetings held on January 2, January 9, and January 23, 2025, are hereby approved.

This resolution shall become effective immediately upon its adoption.

LEGAL:

Jeannine S. Williams

_____

City Attorney or Designee

00791060

COUNCIL MEETING

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

CITY OF ST. PETERSBURG

REGULAR SESSION OF THE CITY COUNCIL HELD AT CITY HALL
THURSDAY, January 2, 2025, AT 11:00 A.M.

****

Chair Deborah Figgs-Sanders called the meeting to order with the following members present: Gina Driscoll, Deborah Figgs-Sanders, Richie Floyd, Brandi Gabbard, Copley Gerdes, Corey Givens, Lisset Hanewicz and Mike Harting. City Administrator Rob Gerdes, City Attorney Jacqueline Kovilaritch, Chief Assistant Attorney, Jeannine Williams, City Clerk Chan Srinivasa and Deputy City Clerk Jordan Wilson were also in attendance. Absent. None.

The Honorable Pamela A.M. Campbell, Circuit Judge, Sixth Judicial Circuit Court, administered the Oath of Office to Council Member Elects Copley Gerdes (District 1), Mike Harting (District 3), Deborah Figgs-Sanders (District 5), and Corey Givens (District 7).

In connection with the Presentation of Awards to Councilmembers, Chair Figgs-Sanders presented Councilmember John Malone with an award in recognition of his service to the City of St. Petersburg.

In connection with the confirmation of the selection of Council Chair and Vice-Chair, Councilmember Gabbard moved with the second of Councilmember Floyd that the following resolution be adopted:

> BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council approve the selection of Councilmember Copley Gerdes as 2025 Council Chair and approve the selection of Councilmember Lisset Hanewicz as 2025 Council Vice-Chair.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Givens. Hanewicz. Harting. Nays. None. Absent. None.

The Honorable Pamela A.M. Campbell, Circuit Judge, Sixth Judicial Circuit Court, administered the Oath of Office to Councilmember Copley Gerdes, as Council Chair, and to Councilmember Lisset Hanewicz, as Council Vice-Chair. Chair Gerdes assumed the gavel as Chair.

There being no further business the meeting was adjourned at 12:28 p.m.

_____

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

ATTEST: _____

Chan Srinivasa, City Clerk

COUNCIL MEETING

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

CITY OF ST. PETERSBURG

REGULAR SESSION OF THE CITY COUNCIL HELD AT CITY HALL
THURSDAY, January 9, 2025, AT 1:30 P.M.

****

Chair Copley Gerdes called the meeting to order with the following members present: Gina Driscoll, Deborah Figgs-Sanders, Richie Floyd, Brandi Gabbard, Corey Givens, Lisset Hanewicz and Mike Harting. City Administrator Robert Gerdes, City Attorney Jacqueline Kovilaritch, Chief Assistant City Attorney Jeannine Williams, City Clerk Chan Srinivasa and Deputy City Clerk Jordan Wilson were also in attendance. Absent. None.

A moment of silence was observed to remember the following fallen officers of the St. Petersburg Police Department that were killed in the line of duty:

Officer Jeffrey A. Yaslowitz – January 24, 2011
Sergeant Thomas Baitinger – January 24, 2011

In connection with the approval of the agenda, Councilmember Hanewicz moved with the second of Councilmember Gabbard. that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council approve the agenda with the following changes as amended:

ADD	CB-17	A resolution confirming City Council Chair appointments to Intergovernmental Agencies; and providing an effective date.
ADD	CB-18	A resolution confirming Mayoral appointments to Intergovernmental Agencies and City Committees; and providing an effective date.
INFO	E-1	Ordinance 1170-V approving the vacation of a 16.5- and 15-foot alley abutting Lots 1, 2, 7, 24 and 25 in the Purvis & Harris' Fourth Street Addition and Lot 1 in the Mariner Subdivision, and a 20-foot alley and utility easement located on Lot 1 in the Mariner Subdivision, generally located at 3338 4th Street North, 426 34th Avenue North and 425 33rd Avenue North; setting forth conditions for the vacation to become effective; and providing for an effective date. (City File No. DRC 24-33000001)

INFO E-2 Ordinance 1171-V approving a vacation of two public access easements, generally located at 12000 Gandy Boulevard North. (City File No.: DRC 24-33000011)

INFO F-5 Orlando Health Bayfront Hospital Annual Update.

ADD F-6 Approving the purchase of a deployable FloodWall prevention barrier system, from AquaFence USA, Inc, for the Water Resources Department, for a total cost of $628,000.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Givens. Hanewicz. Harting. Nays. None. Absent. None.

In connection with approval of the Consent Agenda, Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gabbard moved with the second of Councilmember Figgs-Sanders that the following resolutions be adopted approving the attached Consent Agenda as amended.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Givens. Hanewicz. Harting. Nays. None. Absent. None.

In connection with the Open Forum portion of the agenda, the following person(s) came forward:

1. Walt Driggers, 1 Beach Drive Southeast, spoke regarding the Albert Whitted Airport.
2. Ventrice Farrell, 450 8th Avenue Southeast, spoke regarding digital inclusion.

In connection with new ordinances, Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gabbard moved with the second of Councilmember Driscoll that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting January 23, 2025 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 1170-V

AN ORDINANCE APPROVING THE VACATION OF A 16.5- AND 15-FOOT ALLEY ABUTTING LOTS 1, 2, 7, 24 AND 25 IN THE PURVIS & HARRIS' FOURTH STREET ADDITION AND LOT 1 IN THE MARINER SUBDIVISION, AND A 20-FOOT ALLEY AND UTILITY EASEMENT LOCATED ON LOT 1 IN THE MARINER SUBDIVISION, GENERALLY LOCATED AT 3338 4TH STREET NORTH, 426 34TH AVENUE NORTH AND 425 33RD AVENUE NORTH; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Givens. Hanewicz. Harting. Nays. None. Absent. None.

In connection with new ordinances, Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gabbard moved with the second of Councilmember Figgs-Sanders that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting January 23, 2025 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 1171-V

AN ORDINANCE APPROVING A VACATION OF TWO PUBLIC ACCESS EASEMENTS, GENERALLY LOCATED AT 12000 GANDY BOULEVARD NORTH; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Givens. Hanewicz. Harting. Nays. None. Absent. None.

In connection with new ordinances, the Clerk read the title of proposed Ordinance 136-HL (Quasi-Judicial). Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Givens moved with the second of Councilmember Figgs-Sanders that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting January 23, 2025 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 136-HL

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, DESIGNATING THE COQUINA ROCK ENTRANCE TO THE BEAR CREEK GOLF AND COUNTRY CLUB SECTION OF PASADENA ESTATES, LOCATED AT 535 64TH STREET SOUTH AND 6354 EMERSON AVENUE SOUTH, AS A LOCAL HISTORIC LANDMARK AND ADDING THE PROPERTY TO THE ST. PETERSBURG REGISTER OF HISTORIC PLACES PURSUANT TO SECTION 16.30.070, CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Givens. Hanewicz. Harting. Nays. None. Absent. None.

In connection with new ordinances, the Clerk read the title of proposed Ordinance 796-Z (Quasi-Judicial). Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Driscoll moved with the second of Councilmember Hanewicz that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting January 23, 2025 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 796-Z

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ST. PETERSBURG, FLORIDA, BY CHANGING THE ZONING OF A 0.3-ACRE PARCEL, LOCATED AT 1847 1ST AVENUE NORTH, FROM CORRIDOR RESIDENTIAL TRADITIONAL – 1 (CRT-1) TO CORRIDOR RESIDENTIAL TRADITIONAL – 2 (CRT-2); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Givens. Hanewicz. Harting. Nays. None. Absent. None.

In connection with reports, John Moore, Orlando Health Bayfront Hospital President gave a PowerPoint presentation to Council regarding the Orlando Health Bayfront St Petersburg annual report. Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. No action was taken.

In connection with reports, Evan Mory, Transportation and Parking Management Director gave a PowerPoint presentation to Council regarding the SunRunner increased weekend frequency. Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gabbard moved with the second of Councilmember Gerdes that the following resolution be adopted:

2025-17 A RESOLUTION APPROVING A FUNDING AGREEMENT BETWEEN PINELLAS SUNCOAST TRANSIT AUTHORITY (“PSTA”) AND THE CITY OF ST. PETERSBURG, FLORIDA (“CITY”) FOR THE CITY TO PROVIDE FUNDING TO PSTA TO SUPPORT INCREASED SUNRUNNER FREQUENCY (“FUNDING AGREEMENT”); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $75,000 FROM THE UNAPPROPRIATED BALANCE OF THE PARKING REVENUE FUND (1021) TO THE TRANSPORTATION AND PARKING MANAGEMENT DEPARTMENT, PARKING FACILITIES MANAGEMENT DIVISION (281-1245); AUTHORIZING THE CITY ATTORNEY’S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE FUNDING AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE

FUNDING AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Givens. Hanewicz. Harting. Nays. None. Absent. None.

In connection with reports, Brejesh Prayman, Engineering Director gave a presentation to Council regarding a proposal bid from A.D. Moore corporation. Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gabbard moved with the second of Councilmember Figgs-Sanders that the following resolution be adopted:

2025-18 A RESOLUTION ACCEPTING A GUARANTEED MAXIMUM PRICE ("GMP") PROPOSAL DATED DECEMBER 5, 2024, IN THE AMOUNT OF $612,056.62 FROM A.D MORGAN CORPORATION ("CMAR") FOR CONSTRUCTION PHASE SERVICES FOR THE LAKE VISTA REC CENTER WATER INTRUSION - MILTON PROJECT; APPROVING A TRANSFER IN THE AMOUNT OF $705,000 FROM THE UNAPPROPRIATED BALANCE OF THE DISASTER SHORT TERM FINANCING 2024 FUND (2040) TO THE GENERAL CAPITAL IMPROVEMENT FUND (3001); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $705,000 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THIS TRANSFER, TO THE LAKE VISTA REC CENTER WATER INTRUSION - MILTON PROJECT (20951) TO PROVIDE FOR THE NECESSARY FUNDING FOR THIS GMP PROPOSAL, THE PRE-CONSTRUCTION PHASE, AND PERMITTING COSTS; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A CMAR AGREEMENT WITH A GMP BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND CMAR FOR THE PROJECT; (ECID PROJECT NO. 25115-130; ORACLE PROJECT NO. 20951; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Givens. Hanewicz. Harting. Nays. None. Absent. None.

In connection with reports, Chair Gerdes asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Liam Hawkins, 826 21st Avenue North, spoke in favor of the proposed resolution.

Councilmember Figgs-Sanders moved with the second of Councilmember Hanewicz that the following resolution be adopted:

2025-19 A RESOLUTION APPROVING AN INTERFUND LOAN TO THE AIRPORT OPERATING FUND (4031) IN THE AMOUNT OF $1,429,000 FROM THE GENERAL FUND (0001) TO FINANCE A PORTION OF THE DEMOLITION, DEBRIS REMOVAL, REPAIRS, AND STORM-RELATED OPERATING AND

CAPITAL EXPENSES AT ALBERT WHITTED AIRPORT DUE TO HURRICANES HELENE AND MILTON; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $160,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE AIRPORT OPERATING FUND (4031), RESULTING FROM THIS LOAN, TO THE ENTERPRISE FACILITIES DEPARTMENT, AIRPORT DIVISION (282-1877); APPROVING A TRANSFER IN THE AMOUNT OF $1,269,000 FROM THE UNAPPROPRIATED BALANCE OF THE AIRPORT OPERATING FUND (4031), RESULTING FROM THIS LOAN, TO THE AIRPORT CAPITAL PROJECTS FUND (4033); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $1,269,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE AIRPORT CAPITAL PROJECTS FUND (4033), RESULTING FROM THIS TRANSFER, TO THE AIRPORT HANGAR STORM DEMOLITION AND REPAIRS PROJECT (20590); PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Givens. Hanewicz. Harting. Nays. None. Absent. None.

In connection with reports, Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Hanewicz moved with the second of Councilmember Figgs-Sanders that the following resolution be adopted:

2025-20 A RESOLUTION ACCEPTING A GUARANTEED MAXIMUM PRICE ("GMP") PROPOSAL DATED DECEMBER 19, 2024, IN THE AMOUNT OF $1,183,042 FROM BILTMORE CONSTRUCTION CO., INC. ("CMAR") FOR CONSTRUCTION PHASE SERVICES FOR THE AIRPORT HANGAR STORM DEMOLITION AND REPAIRS PROJECT ("PROJECT"); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A CMAR AGREEMENT WITH A GMP BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND CMAR FOR THE PROJECT; (ECID PROJECT NO. 25125-130; ORACLE NO. 20590); AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Givens. Hanewicz. Harting. Nays. None. Absent. None.

In connection with reports, Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Hanewicz moved with the second of Councilmember Gabbard that the following resolution be adopted:

2025-21 A RESOLUTION APPROVING AN INCREASE IN THE AMOUNT OF $2,000,000 TO THE ALLOCATION FOR THE AGREEMENT WITH RAZORBACK LLC FOR THE COATING OF EXPOSED POTABLE AND RECLAIMED SEWER PIPES AND TANKS FOR THE WATER RESOURCES

MANAGEMENT DEPARTMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Givens. Hanewicz. Harting. Nays. None. Absent. None.

In connection with reports, Claude Tankersley, Public Works Administrator gave a PowerPoint presentation to Council regarding the deployable Floodwall prevention barrier system. Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Hanewicz moved with the second of Councilmember Gabbard that the following resolution be adopted:

2025-22 A RESOLUTION APPROVING A FUNDING AGREEMENT BETWEEN PINELLAS SUNCOAST TRANSIT AUTHORITY ("PSTA") AND THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") FOR THE CITY TO PROVIDE FUNDING TO PSTA TO SUPPORT INCREASED SUNRUNNER FREQUENCY ("FUNDING AGREEMENT"); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $75,000 FROM THE UNAPPROPRIATED BALANCE OF THE PARKING REVENUE FUND (1021) TO THE TRANSPORTATION AND PARKING MANAGEMENT DEPARTMENT, PARKING FACILITIES MANAGEMENT DIVISION (281-1245); AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE FUNDING AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FUNDING AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Givens. Hanewicz. Harting. Nays. None. Absent. None.

In connection with a new business item presented by Councilmember Brandi Gabbard. Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gabbard moved with the second of Councilmember Figgs-Sanders that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council respectfully request a referral to the Housing, Land Use, and Transportation Committee for consideration to discuss affordable housing and mixed-use development in the CRT 1 and 2 zoning categories and potential updates to the Affordable Housing Site Plan Review regulations related to state updates to the Live Local Act.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Givens. Hanewicz. Harting. Nays. None. Absent. None.

In connection with a new business item presented by Councilmember Hanewicz, Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Hanewicz moved with the second of Councilmember Floyd that the following resolution be adopted:

> BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council respectfully request a referral to the Budget, Finance, and Taxation Committee for a comprehensive update on all hurricane-related expenses at the January 23, 2025 BFT meeting.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Givens. Hanewicz. Harting. Nays. None. Absent. None.

In connection with a new business item presented by Councilmember Driscoll, Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Driscoll moved with the second of Councilmember Hanewicz that the following resolution be adopted:

> BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council respectfully request a referral to the Housing Land Use and Transportation Committee for consideration to consider a discussion reviewing regulations on development in the Coastal High Hazard Area

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Givens. Hanewicz. Harting. Nays. None. Absent. None.

Chair Gerdes recessed the meeting at 3:07 p.m. for a break.

Chair Gerdes reconvened the meeting at 5:01 p.m.

In connection with public hearings, Chair Gerdes asked if there are any person(s) present wishing to be heard, the following came forward:

1. Jack Humburg, 839 13th Avenue North, spoke in favor of the proposed ordinance.

Councilmember Figgs-Sanders moved with the second of Councilmember Gabbard that the following resolutions be adopted:

2025-23 A RESOLUTION APPROVING A SUBSTANTIAL AMENDMENT TO THE CITY'S FY 2023/24 ANNUAL ACTION PLAN TO TRANSFER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING IN THE AMOUNT OF $39,345.50 FROM UNDESIGNATED BALANCE IN CDBG AWARD 81994 TO PAL-OWL'S NEST CDBG FY 23/24 PROJECT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO SUBMIT THE SUBSTANTIAL AMENDMENT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT,

AND TO EXECUTE ALL DOCUMENTS NECESSARY FOR IMPLEMENTATION OF THE SUBSTANTIAL AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Driscoll. Figgs-Sanders. Floyd. Gabbard. Gerdes. Givens. Hanewicz. Harting. Nays. None. Absent. None.

In connection with the second Open Forum portion of the agenda, there were no person(s) wishing to speak.

CONSENT AGENDA

COUNCIL MEETING — CITY OF ST. PETERSBURG

Consent Agenda A
January 9, 2025

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.

2025-01

1. Acknowledging the selection of Place Architecture LLC, the Architect/Engineer (A/E) as the most qualified firm to provide architectural design and construction administration services for the Enoch Davis Center Improvements Project; authorizing the Mayor, or his designee, to execute the Architect/Engineering agreement (A/E Agreement) with Place Architect LLC in an amount not to exceed $674,402 to provide conceptual design services; and providing an effective date. (ECID Project No. 23096-100; Oracle No. 19155).

2025-02

2. A resolution authorizing the payment of not to exceed $1,486,000, to the Department of the Treasury Internal Revenue Service for arbitrage rebate payments due on tax-exempt debt and to pay associated transactional cost; approving a supplemental appropriation in the amount of $236,000 from the unappropriated balance of the General Capital Improvement Fund (3001), to the Finance Department, General Purpose Division (320-3201); approving a supplemental appropriation in the amount of $1,250,000 from the unappropriated balance of the Water Resources Capital Projects Fund (4003), to the Finance Department, General Purpose Division (320-3201); and providing an effective date.

CONSENT AGENDA

COUNCIL MEETING **CITY OF ST. PETERSBURG**

Consent Agenda B
January 9, 2025

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

2025-03 1. Approving an Amendment with Fracta AL Corporation (Fracta), for three years of proprietary risk assessment of the Citys potable and reclaimed water distribution networks for the Water Resources Department, for a not-to-exceed amount of $102,000.

2025-04 2. Approving the reinstatement, increase in allocation and the renewal of a blanket purchase agreement with ES OPCO USA dba Veseris, Howard Fertilizer & Chemical Company Inc. and SiteOne Landscape Supply, for herbicides, pesticides and related products for the Golf Courses and Parks & Recreation Department, in the amount of $200,000.

2025-05 3. A Resolution authorizing the Mayor or his designee to execute Task Order No. 20-09-A/UIW(S) to the architect/engineering agreement dated December 1, 2020 between the City of St. Petersburg, Florida and ASRus, LLC ("A/E") for A/E to provide mechanical integrity testing and a summary report related to the 2024 Northwest Water Reclamation Facility Injection Wells Mechanical Integrity Testing Project in an amount not to exceed $156,100; and providing an effective date. (ECID Project No. 24123-130)

2025-06 4. A resolution appointing Cathryn Wilson, Jules Schneider, and David Hensler as regular members to the Code Enforcement Board; appointing Paul Eid as an alternate member to the Code Enforcement Board; and providing an effective date.

2025-07 5. A resolution approving a one-year agreement between the City of St. Petersburg, Florida (City) and the St. Petersburg Arts Alliance, Inc. (Arts Alliance) for the Arts Alliance to provide artistic services to the city in an amount not to exceed $100,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date.

2025-08 6. Authorizing the Mayor, or his designee, to execute a License Agreement with John R. Carr and Susan S. Carr to allow for a dock and related improvements over a portion of City-owned submerged land generally located within Bayou Grande, for a term of thirty-six (36) months, at an aggregate fee of One Hundred Fifty Dollars ($150.00) for the entire term. (Requires affirmative vote of at least six (6) members of City Council.)

2025-09

7. Authorizing the Mayor, or his designee, to execute a License Agreement with Central Academy Youth Soccer Association Inc., a Florida-not-for-profit corporation, for the use of a concession stand/restroom building, storage building and meeting facility within a portion of City-owned Lakewood Soccer Complex located at 1101 Country Club Way South, St. Petersburg, Florida, for a period of three (3) years for a fee of $36.00 for the term; and waiving the reserve for replacement requirement of City Council Resolution No. 79-740A. (Requires affirmative vote of at least six (6) members of City Council.)

2025-10

8. A Resolution approving the plat of Moxy St. Petersburg, generally located at 1123 1st Avenue South and 1236 and 1246 Central Avenue; setting forth conditions; and providing an effective date. (City File No.: DRC 22-20000005)

2025-11

9. A Resolution approving the plat of Gilboa's Subdivision, generally located at 1100 8th Street North; setting forth conditions for approval; and providing an effective date. (City File No.: DRC 23-20000012)

2025-12

10. A Resolution authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 21-02-C/W(A), as amended, to the architect/engineering agreement dated July 15, 2021 between the City of St. Petersburg, Florida and Stantec Consulting Services, Inc. ("A/E"), as amended, for A/E to provide continued project administration and final design services related to the Cosme WTP Sluice Gates Rehabilitation Project in an amount not to exceed $186,946; providing that the total Task Order, as amended, shall not exceed $326,554 (ECID Project No. 23054-100; Oracle No. 18926); and providing an effective date.

2025-13

11. A resolution confirming the Mayor's appointment of Paul Carder, Stephanie Zielinski, Lorelle Holloway, Raphael Leiblum, Bridget Bryson, and Patrick Arthur Jackson as members of the Arts Advisory Committee, each to serve a term ending on September 30, 2027; and providing an effective date.

2025-14

12. A resolution approving Task Order #3 to the grant writing agreement dated April 21, 2023, between the City of St. Petersburg, Florida and Arcadis U.S., Inc.; providing that the payment amount for Task Order #3 shall not exceed $135,000; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date.

Approved

13. City Council 2025 Calendar Setting

Received&Filed

14. Housing, Land Use, & Transportation Committee Meeting Minutes (November 7, 2024)

Received&Filed

15. Budget, Finance and Taxation Committee Meeting Minutes (November 21, 2024)

Received&Filed

16. Committee of the Whole Meeting Minutes (September 19, 2024)

2025-15

17. A resolution confirming City Council Chair appointments to Intergovernmental Agencies; and providing an effective date.

2025-16

18. A resolution confirming Mayoral appointments to Intergovernmental Agencies and City Committees; and providing an effective date.

There being no further business Chair Gerdes adjourned the meeting at 5:16 p.m.

_____

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

ATTEST: _____

Chan Srinivasa, City Clerk

COUNCIL MEETING

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

CITY OF ST. PETERSBURG

REGULAR SESSION OF THE CITY COUNCIL HELD AT CITY HALL
THURSDAY, January 23, 2025, AT 1:30 P.M.

****

Chair Copley Gerdes called the meeting to order with the following members present: Deborah Figgs-Sanders, Richie Floyd, Corey Givens, Lisset Hanewicz and Mike Harting. City Administrator Robert Gerdes, City Attorney Jacqueline Kovilaritch, Chief Assistant City Attorney Jeannine Williams, City Clerk Chan Srinivasa and Deputy City Clerk Jordan Wilson were also in attendance. Absent. Gina Driscoll, Brandi Gabbard

In connection with the approval of the agenda, Councilmember Hanewicz moved with the second of Councilmember Floyd. that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council approve the agenda with the following changes as amended:

REVISE	CA-2	Approving the award of a contract with Ric-Man Construction Florida, Inc. for Design-Build services for the Beach Drive and North Shore Drive Northeast Watermain Replacement; authorizing the Mayor, or his designee, to execute an agreement with Ric-Man Construction Florida, Inc. for the lump sum amount of $922,917.90 (ECID Project No. 23151-100; Oracle No. 19547); and providing an effective date. (Revised cover memo language)
REVISE	CA-3	Approving the award of a contract with Jacobs Engineering Group, Inc. (Jacobs) for the Shore Acres Resiliency Infrastructure Project (Connecticut Avenue NE & Vicinity SDI); authorizing the Mayor, or his designee, to execute an agreement with Jacobs Engineering Group, Inc. for the lump sum amount of $3,438,175.45 (ECID Project No. 22033-110; Oracle No. 19207); and providing an effective date. (Revised cover memo language)
ADD	CB-15	A resolution authorizing the Mayor or his designee to accept State Housing Initiatives Partnership Program Disaster Funds in the amount of $432,000 from the Florida Housing Finance Corporation; authorizing the Mayor or his designee to execute all documents necessary to effectuate the acceptance of the funds; approving a supplemental appropriation in the amount of $432,000 from the increase in the unappropriated balance

		of the Local Housing Assistance Fund (1019), resulting from these additional revenues to the Housing and Community Development Department, Administration Division (082- 1089); and providing an effective date.
ADD	CB-16	Legislative Affairs and Intergovernmental Relations Committee Meeting Minutes (November 21, 2024)
ADD	CB-17	Health, Energy, Resilience and Sustainability Committee Meeting Minutes (September 19, 2024)
ADD	CB-18	Economic and Workforce Development Committee Meeting Minutes (August 22, 2024)
REVISE	E-1(a)	Ordinance 762-L amending the Future Land Use Element of the Comprehensive Plan for the City of St. Petersburg, Florida; by changing the Future Land Use Map designation from PR-R (Planned Redevelopment Residential) to PR-MU (Planned Redevelopment-Mixed Use); providing for repeal of conflicting ordinances and provisions thereof; and providing an effective date. (Revised Ordinance language)
REVISE	E-1(b)	Ordinance 797-Z amending the Official Zoning Map of The City of St. Petersburg, Florida; by changing the Official Zoning Map designation for BARTLETT COURT BLK A, LOTS 10 & 11, from NT-2 (Neighborhood Traditional) to CCT-1 (Corridor Commercial Traditional); providing for repeal of conflicting ordinances and provisions thereof; and providing an effective date. (City File: AR 2024-02 and FLUM-78) (Revised Ordinance language)
ADD	G-2	Respectfully requesting a referral to the Housing, Land Use, and Transportation Committee, or other relevant committee, for a discussion on neighborhood traffic calming. (Council Member Floyd)
ADD	F-1	State of Emergency Update Pursuant to City Code 2-429
ADD	F-2	A Resolution accepting a Guaranteed Maximum Price (“GMP”) proposal dated January 15, 2025 in the amount of $3,198,004 from by Create Building Company LLC (“Create”) for construction phase services for the Post Storm Al Lang Field Repairs Project (“Project”); authorizing the Mayor or his designee to execute a Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida and Create for the Project; approving a transfer in the amount of $3,600,000 from the unappropriated balance of the Disaster Short Term Financing 2024 Fund (2040) to the General Capital Improvement Fund (3001); approving a supplemental appropriation in the amount of $3,600,000

		from the unappropriated balance of the General Capital Improvement Fund (3001), resulting from this transfer, to the Al Lang Storm Repairs – Helene Project (21003) to provide the necessary funding for the Project; and providing an effective date (ECID Project No. 25124-130; Oracle No. 21003).
ADD	F-3	A resolution approving changes in the Self-Funded Group Health Program; authorizing the Mayor or his designee to make expenditures and execute all documents necessary to effectuate the Program; and providing an effective date.
ADD	H-3	January 9, 2025 Housing, Land Use and Transportation Committee– Action Item
ADD	H-3(a)	Respectfully requesting City Council approval to remove the following items from Housing, Land Use & Transportation Committee referral list: Parking requirements for multi-family dwellings in Downtown St. Petersburg (Montanari)
ADD	H-4	January 16, 2025 Economic & Workforce Development Committee- Action Item
ADD	H-4(a)	Respectfully requesting City Council approval to remove the following item from the Economic & Workforce Development Committee referral list: A Discussion on the Renewal Options to Separate Operations of the Manhattan Casino and Restaurant Component at the Lease End Date Either by Default or Contracted Date. (Figgs-Sanders)
ADD	H-5	January 16, 2025 Legislative Affairs and Intergovernmental Relations Committee- Action Item
ADD	H-5(a)	A resolution of the priorities of the City of St. Petersburg City Council for the 2025 State Legislative Session; supporting and opposing certain proposed legislation in the 2025 State Legislative Session; instructing the City Clerk to transmit this resolution to certain persons and entities; and providing an effective date.
ADD	H-6	January 16, 2025 Legislative Affairs and Intergovernmental Relations Committee- Action Item
ADD	H-6(a)	A resolution supporting proposed legislation to allow local governments to regulate vehicle speed during flooding or inundation events; instructing the City Clerk to transmit this resolution to certain persons and entities; and providing an effective date.

INFO	J-1	Ordinance 1170-V approving the vacation of a 16.5- and 15-foot alley abutting Lots 1, 2, 7, 24 and 25 in the Purvis & Harris' Fourth Street Addition and Lot 1 in the Mariner Subdivision, and a 20-foot alley and utility easement located on Lot 1 in the Mariner Subdivision, generally located at 3338 4th Street North, 426 34th Avenue North and 425 33rd Avenue North; setting forth conditions for the vacation to become effective; and providing for an effective date. (City File No. DRC 24-33000001) (Presentation included)
INFO	J-2	Ordinance 1171-V approving a vacation of two public access easements, generally located at 12000 Gandy Boulevard North. (City File No.: DRC 24-33000011) (Presentation included)
DELETE	J-5	Appeal the Development Review Commission (DRC) approval of a site plan to construct a 49-story mixed-use building with 63,251 square feet of office space, 14,398 square feet of commercial space, 164-dwelling units and 754-parking spaces with the existing 12- story, 253,590 square foot office building to remain with floor area ratio bonuses and a building height bonus; 100 2nd Avenue South (City File 24-31000008) Quasi-Judicial

Roll Call. Ayes. Figgs-Sanders. Floyd. Gerdes. Givens. Hanewicz. Harting. Nays. None. Absent. Driscoll. Gabbard.

In connection with approval of the Consent Agenda, Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Figgs-Sanders moved with the second of Councilmember Floyd that the following resolutions be adopted approving the attached Consent Agenda as amended.

Roll Call. Ayes. Figgs-Sanders. Floyd. Gerdes. Givens. Hanewicz. Harting. Nays. None. Absent. Driscoll. Gabbard.

In connection with the Open Forum portion of the agenda, the following person(s) came forward:

1. Dawn Walling, 7421 1st Avenue North, spoke regarding zoning changes.
2. Kevin Bell, 474 34th Avenue North, spoke regarding traffic issues.

In connection with a Legal item Assistant City Attorney, Joseph Patner gave a presentation regarding the settlement of Melishia Porter vs. City of St. Petersburg. Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response.

Councilmember Hanewicz moved with the second of Councilmember Figgs-Sanders that the following resolution be adopted:

2025-43 A RESOLUTION APPROVING SETTLEMENT OF THE LAWSUIT OF MELISHIA PORTER V. CITY OF ST. PETERSBURG, CIRCUIT COURT FOR PINELLAS COUNTY, FLORIDA, CASE NO. 22-003032-CI, AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Figgs-Sanders. Floyd. Gerdes. Givens. Hanewicz. Harting. Nays. None. Absent. Driscoll. Gabbard.

In connection with new ordinances, Chair Gerdes asked if there were any person(s) present wishing to be heard, the following came forward:

1. Michelle Gehrig, 1021 10th Street North, spoke in opposition to the proposed ordinance.

Councilmember Hanewicz moved with the second of Councilmember Figgs-Sanders that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting February 6, 2025 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 762-L

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN FOR THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM PR-R (PLANNED REDEVELOPMENT - RESIDENTIAL) TO PR-MU (PLANNED REDEVELOPMENT - MIXED USE); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

PROPOSED ORDINANCE NO. 797-Z

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE OFFICIAL ZONING MAP DESIGNATION FOR BARTLETT COURT BLK A, LOTS 10 & 11, FROM NT-2 (NEIGHBORHOOD TRADITIONAL) TO CCT-1 (CORRIDOR COMMERCIAL TRADITIONAL); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Figgs-Sanders. Floyd. Gerdes. Givens. Hanewicz. Harting. Nays. None. Absent. Driscoll. Gabbard.

In connection with new ordinances, Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Floyd moved with the second of Councilmember Figgs-Sanders that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that setting February 6, 2025 as the public hearing date for the following proposed Ordinance(s):

PROPOSED ORDINANCE NO. 606-H

AN ORDINANCE AMENDING CHAPTER 27, ARTICLE V, RELATING TO SOLID WASTE COLLECTION, DISPOSAL, ETC.; MODIFYING DEFINITIONS AND TERMINOLOGY; REMOVING PROVISIONS RELATED TO CORRECTIVE ACTIONS TAKEN BY THE CITY FOR PLACEMENT OF CONTAINERS DURING PROHIBITED HOURS; MODIFYING REQUIREMENTS AND LIMITATIONS FOR PRIVATE COLLECTORS; PROVIDING FOR A SIX-MONTH SUSPENSION OF A PRIVATE COLLECTOR PERMIT UNDER CERTAIN CIRCUMSTANCES; ADDING A DIVISION 4 RELATED TO REGISTRATION OF RECOVERED MATERIALS DEALERS; CLARIFYING AND REORGANIZING PROVISIONS; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Figgs-Sanders. Floyd. Gerdes. Givens. Hanewicz. Harting. Nays. None. Absent. Driscoll. Gabbard.

In connection with reports Chris Guella, Human Resources Director gave a presentation to Council regarding the Self-Funded Group Health Program. Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Hanewicz moved with the second of Councilmember Givens that the following resolution be adopted:

2025-45 A RESOLUTION APPROVING CHANGES IN THE SELF-FUNDED GROUP HEALTH PROGRAM; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO MAKE EXPENDITURES AND EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Figgs-Sanders. Floyd. Gerdes. Givens. Hanewicz. Harting. Nays. None. Absent. Driscoll. Gabbard.

In connection with reports Rob Gerdes, City Administrator gave a presentation to Council regarding the State of Emergency Update Pursuant to City Code 2-429. Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. No action was taken.

In connection with reports, Brejesh Prayman, Engineering Director gave a PowerPoint presentation to Council regarding post-storm repairs. Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Gabbard moved with the second of Councilmember Gerdes that the following resolution be adopted:

2025-44 A RESOLUTION ACCEPTING A GUARANTEED MAXIMUM PRICE ("GMP") PROPOSAL DATED JANUARY 15, 2025 IN THE AMOUNT OF $3,198,004 FROM BY CREATE BUILDING COMPANY LLC ("CREATE") FOR CONSTRUCTION PHASE SERVICES FOR THE POST STORM AL LANG FIELD REPAIRS PROJECT ("PROJECT"); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A CONSTRUCTION MANAGER AT RISK AGREEMENT WITH A GMP BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND CREATE FOR THE PROJECT; APPROVING A TRANSFER IN THE AMOUNT OF $3,600,000 FROM THE UNAPPROPRIATED BALANCE OF THE DISASTER SHORT TERM FINANCING 2024 FUND (2040) TO THE GENERAL CAPITAL IMPROVEMENT FUND (3001); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $3,600,000 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THIS TRANSFER, TO THE AL LANG STORM REPAIRS – HELENE PROJECT (21003) TO PROVIDE THE NECESSARY FUNDING FOR THE PROJECT; AND PROVIDING AN EFFECTIVE DATE (ECID PROJECT NO. 25124-130; ORACLE NO. 21003).

Roll Call. Ayes. Figgs-Sanders. Floyd. Gerdes. Givens. Hanewicz. Harting. Nays. None. Absent. Driscoll. Gabbard.

In connection with a new business item presented by Councilmember Brandi Gabbard, Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Figgs-Sanders moved with the second of Councilmember Floyd that the following resolution be adopted:

> BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council respectfully request a referral to the Health, Energy, Resilience, and Sustainability Committee to discuss the post-hurricane impacts to the St. Petersburg Tree Canopy. Discussion should include ideas on how to establish an interdepartmental program to replace trees when the St. Petersburg Disaster Assistance Program is used for tree removal.

Roll Call. Ayes. Figgs-Sanders. Floyd. Gerdes. Givens. Hanewicz. Harting. Nays. None. Absent. Driscoll. Gabbard.

In connection with a new business item presented by Councilmember Richie Floyd, Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Floyd moved with the second of Councilmember Figgs-Sanders that the following resolution be adopted:

> BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council respectfully request a referral to the Housing, Land Use, and

Transportation Committee for consideration to discuss for a discussion on neighborhood traffic calming.

Roll Call. Ayes. Figgs-Sanders. Floyd. Gerdes. Givens. Hanewicz. Harting. Nays. None. Absent. Driscoll. Gabbard.

In connection with a Council Committee report, Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Hanewicz moved with the second of Councilmember Floyd that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council respectfully request Council approval to remove the following items from the Budget, Finance, and Taxation Committee referral list: Discussion and Report on Capital Needs for Non-Enterprise Capital Improvement Projects (Montanari), Stormwater, Pavement, and Traffic Operations (SPTO) Management Evaluation - Progress Update (BFT Committee), Discussion on Co-Op Grocery and Businesses (Muhammad).

Roll Call. Ayes. Figgs-Sanders. Floyd. Gerdes. Givens. Hanewicz. Harting. Nays. None. Absent. Driscoll. Gabbard.

In connection with a Council Committee report, Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Hanewicz moved with the second of Councilmember Figgs-Sanders that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council respectfully request Council approval to remove the following items from the Public Services & Infrastructure Committee referral list: A discussion on potential requirements for the undergrounding of power lines in certain circumstances and providing for exceptions. (Driscoll), A discussion on alternative locations for the City's brush site, located at 2500 26th Avenue South. (Montanari), Update regarding the funding of a large item pickup software system. (Figgs-Sanders), Review of the conceptual future metered reclaimed water fee structure. (Driscoll)

Roll Call. Ayes. Figgs-Sanders. Floyd. Gerdes. Givens. Hanewicz. Harting. Nays. None. Absent. Driscoll. Gabbard.

In connection with a Council Committee report, Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Floyd moved with the second of Councilmember Hanewicz that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council respectfully request Council approval to remove the following items from Housing, Land Use & Transportation Committee referral list: Parking requirements for multi-family dwellings in Downtown St. Petersburg (Montanari)

Roll Call. Ayes. Figgs-Sanders. Floyd. Gerdes. Givens. Hanewicz. Harting. Nays. None. Absent. Driscoll. Gabbard.

In connection with a Council Committee report, Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Figgs-Sanders moved with the second of Councilmember Floyd that the following resolution be adopted:

> BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that Council respectfully request Council approval to remove the following item from the Economic & Workforce Development Committee referral list: A Discussion on the Renewal Options to Separate Operations of the Manhattan Casino and Restaurant Component at the Lease End Date Either by Default or Contracted Date. (Figgs- Sanders)

Roll Call. Ayes. Figgs-Sanders. Floyd. Gerdes. Givens. Hanewicz. Harting. Nays. None. Absent. Driscoll. Gabbard.

In connection with a Council Committee report, Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Hanewicz moved with the second of Councilmember Figgs-Sanders that the following resolution be adopted:

2025-41 A RESOLUTION OF THE PRIORITIES OF THE CITY OF ST. PETERSBURG CITY COUNCIL FOR THE 2025 STATE LEGISLATIVE SESSION; SUPPORTING AND OPPOSING CERTAIN PROPOSED LEGISLATION IN THE 2025 STATE LEGISLATIVE SESSION; INSTRUCTING THE CITY CLERK TO TRANSMIT THIS RESOLUTION TO CERTAIN PERSONS AND ENTITIES; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Figgs-Sanders. Floyd. Gerdes. Givens. Hanewicz. Harting. Nays. None. Absent. Driscoll. Gabbard.

In connection with a Council Committee report, Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Hanewicz moved with the second of Councilmember Givens that the following resolution be adopted:

2025-42 A RESOLUTION SUPPORTING PROPOSED LEGISLATION TO ALLOW LOCAL GOVERNMENTS TO REGULATE VEHICLE SPEED DURING FLOODING OR INUNDATION EVENTS; INSTRUCTING THE CITY CLERK TO TRANSMIT THIS RESOLUTION TO CERTAIN PERSONS AND ENTITIES; AND PROVIDING AN EFFECTIVE DATE.

Roll Call. Ayes. Figgs-Sanders. Floyd. Gerdes. Givens. Hanewicz. Harting. Nays. None. Absent. Driscoll. Gabbard.

Chair Gerdes recessed the meeting at 2:16 p.m. for a break.

Chair Gerdes reconvened the meeting at 5:01 p.m.

In connection with public hearings, the Clerk read the title of proposed Ordinance 1170-V. Cheryl Bergailo, Planner II gave a PowerPoint presentation to Council regarding a vacation in the Mariner subdivision. Chair Gerdes asked if there were any person(s) present wishing to be heard, the following person(s) came forward:

1. Kevin Bell, 747 34th Avenue North, spoke in opposition to the proposed ordinance.
2. Joshua Shulman, 646 34th Avenue North, spoke in opposition to the proposed ordinance.
3. Eric Monico, 434 23rd Avenue North, spoke in opposition to the proposed ordinance.
4. Todd Bogner, 455 33rd Avenue North, spoke in opposition to the proposed ordinance.
5. Don Mastry, 200 Central Avenue, spoke in support of the proposed ordinance.

Councilmember Floyd moved with the second of Councilmember Harting that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 1170-V entitled:

PROPOSED ORDINANCE 1170-V

AN ORDINANCE APPROVING THE VACATION OF A 16.5- AND 15-FOOT ALLEY ABUTTING LOTS 1, 2, 7, 24 AND 25 IN THE PURVIS & HARRIS' FOURTH STREET ADDITION AND LOT 1 IN THE MARINER SUBDIVISION, AND A 20-FOOT ALLEY AND UTILITY EASEMENT LOCATED ON LOT 1 IN THE MARINER SUBDIVISION, GENERALLY LOCATED AT 3338 4TH STREET NORTH, 426 34TH AVENUE NORTH AND 425 33RD AVENUE NORTH; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

Roll Call. Ayes. Floyd. Nays. Figgs-Sanders. Gerdes. Givens. Hanewicz. Harting. Absent. Driscoll. Gabbard. ORDINANCE FAILED.

In connection with public hearings, the Clerk read the title of proposed Ordinance 1171-V. Chair Figgs-Sanders asked if there were any person(s) present wishing to be heard, no one came forward. Councilmember Hanewicz moved with the second of Councilmember Givens that the following resolution be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that proposed Ordinance 1171-V entitled:

PROPOSED ORDINANCE 1171-V

AN ORDINANCE APPROVING A VACATION OF TWO PUBLIC ACCESS EASEMENTS, GENERALLY LOCATED AT 12000 GANDY BOULEVARD NORTH; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

be adopted on second and final reading.

Roll Call. Ayes. Figgs-Sanders. Floyd. Gerdes. Givens. Hanewicz. Harting. Nays. None. Absent. Driscoll. Gabbard.

The Chair reviewed the Quasi-Judicial process to be followed. Kelly Perkins, Historic Preservationist II gave a PowerPoint presentation regarding a local historic landmark. Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Hanewicz moved with the second of Councilmember Figgs-Sanders that the following resolutions be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that proposed Ordinance 136-HL entitled:

PROPOSED ORDINANCE NO. 136-HL

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, DESIGNATING THE COQUINA ROCK ENTRANCE TO THE BEAR CREEK GOLF AND COUNTRY CLUB SECTION OF PASADENA ESTATES, LOCATED AT 535 64TH STREET SOUTH AND 6354 EMERSON AVENUE SOUTH, AS A LOCAL HISTORIC LANDMARK AND ADDING THE PROPERTY TO THE ST. PETERSBURG REGISTER OF HISTORIC PLACES PURSUANT TO SECTION 16.30.070, CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.

Roll Call. Ayes. Figgs-Sanders. Floyd. Gerdes. Givens. Hanewicz. Harting. Nays. None. Absent. Driscoll. Gabbard.

The Chair reviewed the Quasi-Judicial process to be followed. A PowerPoint presentation was made by Britton Wilson, Planner II regarding the approval of a private initiated application for changing the zoning of a 0.3-acre parcel, located at 1847 1st Avenue North. Chair Gerdes asked if there were any person(s) present wishing to be heard, there was no response. Councilmember Floyd moved with the second of Councilmember Givens that the following resolutions be adopted:

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida that proposed Ordinance 796-Z entitled:

PROPOSED ORDINANCE NO. 796-Z

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ST. PETERSBURG, FLORIDA, BY CHANGING THE ZONING OF A 0.3-ACRE PARCEL, LOCATED AT 1847 1ST AVENUE NORTH, FROM CORRIDOR RESIDENTIAL TRADITIONAL – 1 (CRT-1) TO CORRIDOR RESIDENTIAL TRADITIONAL – 2 (CRT-2); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

be adopted on second and final reading.

Roll Call. Ayes. Figgs-Sanders. Floyd. Gerdes. Givens. Hanewicz. Harting. Nays. None. Absent. Driscoll. Gabbard.

In connection with the second Open Forum portion of the agenda, the following person(s) came forward:

1. Dan Cannard, 2726 2nd Avenue North, spoke regarding zoning regulations.
2. Kristen Mconnell, 861 20th Avenue North, spoke regarding budget funding.
3. Lama Alnasan, 594 Starfish Drive, spoke regarding the budget
4. Jay James, 2042 27th Street South,
5. Dylan Dames, 4846 5th Avenue North, spoke regarding the budget,
6. Yordanos Molla, 200 Gandy Boulevard, spoke regarding the budget.
7. Jay James, 2042 27th Street South, spoke regarding the budget.
8. Sierra Clark, 4455 22nd Avenue South, spoke regarding the budget.
9. Sarah Peacock, 5155 10th Avenue North, spoke regarding the budget.
10. Christy Faust, 753 29th Avenue South, spoke regarding gun violence.
11. Miesha Brundridge, 555 43rd Street South, spoke regarding public safety.
12. Keesha Brundridge, 555 43rd Street South, spoke regarding public safety.

CONSENT AGENDA

COUNCIL MEETING — CITY OF ST. PETERSBURG

Consent Agenda A
January 23, 2025

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.

2025-24

1. Approving an increase in allocation for automotive replacement parts and accessories with Action Fabrication and Truck Equipment, Inc., Atlas Hydraulics Inc., Continental Battery Company, and 42 other companies for the Fleet Management Department in the amount of $2,500,000.

2025-25

2. Approving the award of a contract with Ric-Man Construction Florida, Inc. for Design-Build services for the Beach Drive and North Shore Drive Northeast Watermain Replacement; authorizing the Mayor, or his designee, to execute an agreement with Ric-Man Construction Florida, Inc. for the lump sum amount of $922,917.90 (ECID Project No. 23151-100; Oracle No. 19547); and providing an effective date.

2025-26

3. Approving the award of a contract with Jacobs Engineering Group, Inc. (Jacobs) for the Shore Acres Resiliency Infrastructure Project (Connecticut Avenue NE & Vicinity SDI); authorizing the Mayor, or his designee, to execute an agreement with Jacobs Engineering Group, Inc. for the lump sum amount of $3,438,175.45 (ECID Project No. 22033-110; Oracle No. 19207); and providing an effective date.

2025-27

4. Approving an increase in allocation for generator maintenance and repair services with Paramount Power, Inc., for the Water Resources Department, in the amount of $600,000.

2025-28

5. A Resolution accepting the Guaranteed Maximum Price (GMP) proposal dated November 18, 2024 in the amount of $4,812,489 from Kiewit Water Facilities Florida Co. (Kiewit) for construction phase services for the NWWRF North Aeration Basin project; authorizing the Mayor or his designee to execute the First Amendment to the Construction Manager at Risk (CMAR) Agreement with a GMP between the City of St. Petersburg, Florida and Kiewit dated January 3, 2024 to incorporate the GMP Proposal into the agreement and modify other necessary provisions; authorizing the City Attorney's office to make non-substantive changes to the first amendment; (ECID Project No. 22118-111; Oracle No. 17501); and providing an effective date.

CONSENT AGENDA

COUNCIL MEETING **CITY OF ST. PETERSBURG**

Consent Agenda B
January 23, 2025

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

2025-29 1. Accepting a quote for maintenance and support for the Department of Technology Services to be performed by the manufacturer, Extreme Networks, Inc., and facilitated by its authorized reseller, PC Solutions & Integration Inc., in the amount of $218,730.

2025-30 2. Approving a one-year blanket purchase agreement with ADS LLC, a sole source provider, for flow meter and rain gauges, for the Water Resources Department, for a total contract amount of $180,000.

2025-31 3. Approving an increase in allocation for pumps, pump parts and repair services with Tampa Armature Works, Inc. dba TAW Tampa Service Center and Southeast Pump Specialist, Inc. for the Water Resources Department, in the amount of $100,000.

2025-32 4. Authorizing the Mayor, or his designee, to execute a First Amendment to the Lease Agreement with Clearwater Hmong Alliance Church of the Christian and Missionary Alliance, Inc. f/k/a Clearwater Hmong Alliance Church, Inc., a Florida not-for-profit corporation, for the use of a portion of property located at 2813 – 30th Avenue North, St. Petersburg, extending the term for an additional six (6) months to provide a temporary location for City employee parking during the reconstruction of the Sanitation Department Complex.

2025-33 5. A Resolution authorizing the Mayor or his designee to execute Task Order No. 24-01-ATK/ENV(A) to the architect/engineering agreement dated April 9, 2024 between the City of St. Petersburg, Florida and AtkinsRéalis ("A/E") for A/E to provide the following services and prepare the following documents: (i) data collection, (ii) survey services, (iii) utility designation/subsurface utility engineering services, (iv) utility adjustment plans, (v) geotechnical exploration, (vi) modeling and design phase services and design documents, (vii) structural engineering, (viii) construction plans, (ix) cost estimates, (x) a design report, (xi) environmental permitting services including permit fees, (xii) public outreach assistance and (xiii) project management and meetings related to the Crescent Lake Water Quality Improvements Project in an amount not to exceed $335,794.60 (ECID Project No. 20067-110; Oracle No. 16713); and providing an effective date.

2025-34

6. A Resolution authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 20-04-HJ/CFIP(A), as amended, to the Architect/Engineering Agreement between the City of St. Petersburg, Florida and Harvard Jolly, Inc. ("A/E") dated April 16, 2024, as amended, for A/E to (i) prepare design development documents and construction documents, (ii) provide bidding phase and permitting services, (iii) provide waterproofing consultant services, and (iv) provide construction administration services related to the Williams Park Bandshell Renovations Project in an amount not to exceed $281,670; providing that the total Task Order, as amended, shall not exceed $342,562.50 (ECID Project No. 23105-100; Oracle No. 19151); and providing an effective date.

2025-35

7. A Resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 21-05-AECOM/W(A) to the architect/engineering agreement dated August 5, 2021 between the City of St. Petersburg, Florida and AECOM Technical Services, Inc. ("A/E") for A/E to provide continued project management services, construction administration services, construction engineering services, and construction observation services related to the 71st Street Roadway Improvements – Utility Relocation Project in an amount not to exceed $72,291.62; providing that the total Task Order, as amended, shall not exceed $137,223.06 (ECID Project No. 24149-130; Oracle No. 20255); and providing an effective date.

2025-36

8. A Resolution authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 21-07-AECOM/W(A), as amended, to the architect/engineering agreement dated August 5, 2021 between the City of St. Petersburg, Florida and AECOM Technical Services, Inc. ("A/E") for A/E to provide continued project management, construction administration services, construction engineering services and construction observation services related to the 46th Ave. N. Roadway Improvements – Utility Relocation Project in an amount not to exceed $75,910.68; providing that the total Task Order, as amended, shall not exceed $152,922.22; (ECID Project No. 24157-130; Oracle No. 20238); and providing an effective date.

2025-37

9. A resolution authorizing the Mayor, or his designee, to execute a license agreement with Orlando Health, Inc. a Florida Not-For-Profit Corporation, to utilize a certain area within City-controlled Public Right-of-Way within the City to install and operate an underground oxygen line for a term of forty (40) years, for a fee of $10.00 for the term; and to execute all documents necessary to effectuate same; and providing an effective date.

2025-38

10. A resolution confirming the appointment of Council Member Richie Floyd, Deirdre Crudup, Jo Ann Nesbitt, and Tamisha Darling-Roberson, by the Mayor, to the State Housing Initiatives Partnership (SHIP) Affordable Housing Advisory Committee (Committee), for respective terms of three years, in accordance with Section 420.9076, Florida Statutes and City Code Section 17.5-25; authorizing the Mayor or their designee to execute all documents necessary to effectuate same; and providing an effective date.

2025-39

11. Budget, Finance, and Taxation Committee Meeting Minutes (December 12, 2024)

2025-40

12. Public Service and Infrastructure Committee Meeting Minutes (November 7, 2024)

2025-41

13. A resolution authorizing the Mayor or his designee to accept a Florida Department of Law Enforcement (FDLE) grant in the maximum reimbursable amount of $52,011 to fund the community violence intervention and prevention (CVI) grant program project; approving a supplemental appropriation in the amount of $52,011 from the increase in the unappropriated balance of the General Fund (0001), resulting from these grant revenues, to the Police Department, Fiscal Support Division (140-1389), Community Violence Intervention and Prevention (CVI) Grant Program FY25 Project (20953); authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date.

2025-42

14. Housing, Land Use, and Transportation Committee Meeting Minutes (December 5, 2024)

2025-43

15. A resolution authorizing the Mayor or his designee to accept State Housing Initiatives Partnership Program Disaster Funds in the amount of $432,000 from the Florida Housing Finance Corporation; authorizing the Mayor or his designee to execute all documents necessary to effectuate the acceptance of the funds; approving a supplemental appropriation in the amount of $432,000 from the increase in the unappropriated balance of the Local Housing Assistance Fund (1019), resulting from these additional revenues to the Housing and Community Development Department, Administration Division (082- 1089); and providing an effective date.

Received&Filed

16. Legislative Affairs and Intergovernmental Relations Committee Meeting Minutes (November 21, 2024)

Received&Filed

17. Health, Energy, Resilience and Sustainability Committee Meeting Minutes (September 19, 2024)

Received&Filed

18. Economic and Workforce Development Committee Meeting Minutes (August 22, 2024)

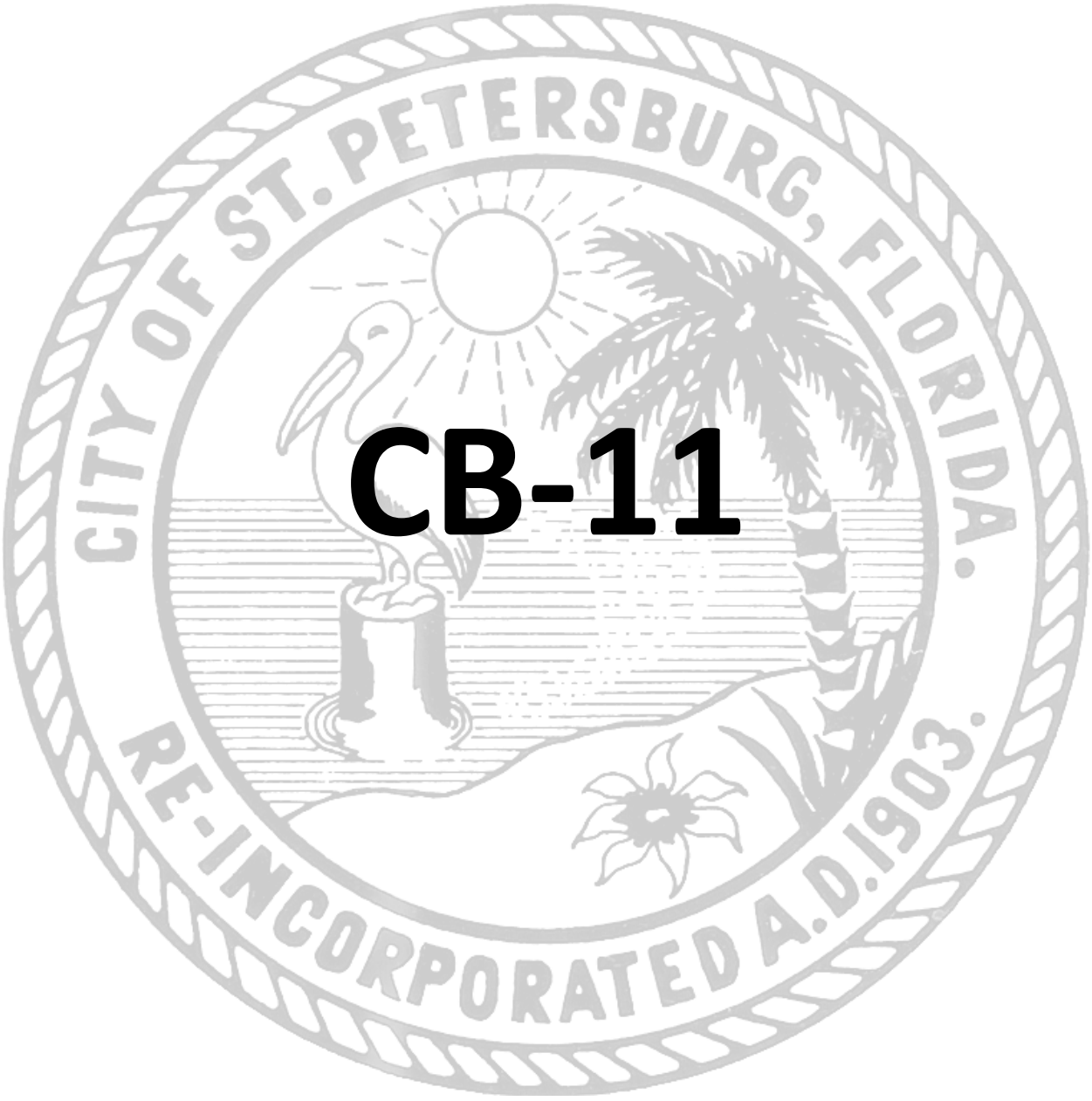
There being no further business Chair Gerdes adjourned the meeting at 6:42 p.m.

_____

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

ATTEST: _____
Chan Srinivasa, City Clerk

The following page(s) contain the backup material for Agenda Item: A resolution approving the renewal option to the agreement with Active Network, LLC for a cloud-based recreation management solution for the Parks and Recreation and Enterprise Facilities Departments to extend the term through February 29, 2026 and increase the allocation for the agreement by $108,000 for this renewal term; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date.
Please scroll down to view the backup material.



CB-11

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of February 20, 2025

To: The Honorable Copley Gerdes, and Members of City Council

Subject: Approving the renewal of a blanket purchase agreement with Active Network, LLC (Active), a sole source supplier, for a cloud-based recreation management solution that provides registration and membership management, secure payment processing, and streamlined administration for the Parks and Recreation and Enterprise Facilities departments in the amount of $108,000.

Explanation: The vendor provides complete ACTIVE Net Software as a service (SaaS) solution, including all technology, professional services, support, upgrades, and fully hosted technology. Functionality includes Customer Management, Communication, Public Access, Marketing/Email tools, Reporting, Facility Reservation, Activity Registration, POS/Equipment Lending, Memberships, Daycare Registration, Camp Registration, League Scheduling, Online/Digital Waiver Management, Fee Instructor Portal, Scholarship/Grant Management, Residency Verification via GIS, and Private Lesson Registration.

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

Active Network, LLC $108,000

On June 10, 2020, the city entered into a three-year agreement with Active Network, LLC (Active), a sole source supplier, for a cloud-based recreation management solution for the Parks & Recreation Department. On February 15, 2024, City Council approved a one-year renewal in the amount of $108,000. The vendor has agreed to renew under the same terms and conditions. The agreement has three, one-year renewal options available. The city would like to exercise the second one-year renewal option with a new expiration of February 29, 2026.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), Parks and Recreation Department, Administration Division (190-1573); Coliseum Operating Fund (1205), Enterprise Facilities Department, Events Division (282-1873); and Sunken Gardens Operating Fund (1207), Enterprise Facilities Department, Sunken Gardens Operations Division (282-2461).

Attachments: Resolution

RESOLUTION NO. 2025-___

A RESOLUTION APPROVING THE RENEWAL OPTION TO THE AGREEMENT WITH ACTIVE NETWORK, LLC FOR A CLOUD-BASED RECREATION MANAGEMENT SOLUTION FOR THE PARKS AND RECREATION AND ENTERPRISE FACILITIES DEPARTMENTS TO EXTEND THE TERM THROUGH FEBRUARY 29, 2026 AND INCREASE THE ALLOCATION FOR THE AGREEMENT BY $108,000 FOR THIS RENEWAL TERM; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 10, 2020, the City of St. Petersburg, Florida ("City") and Active Network, LLC entered into a three-year agreement ("Agreement") with four one-year renewal options for a cloud-based recreation management solution; and

WHEREAS, on February 15, 2024, City Council approved a one-year renewal to extend the term of the Agreement and increase the contract in the amount of $108,000; and

WHEREAS, Administration desires to exercise the second renewal option to extend the term of the Agreement through February 29, 2026 and increase the allocation for the Agreement by $108,000 for this renewal term; and

WHEREAS, the Procurement & 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 the second renewal option to the agreement with Active Network, LLC for a cloud-based recreation management solution for the Parks and Recreation and Enterprise Facilities Departments to extend the term through February 29, 2026 and increase the allocation for the agreement by $108,000 for this renewal 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: Sharon Michnowicz

00792476

DEPARTMENT: Richard L. Craft

Approvals - gcc
Report • Printed on February 11, 2025

Approved

Important

920-45 Maintenance Support, Active Net, February 20, 2025

The attached consent it ready for review and approval.

Attachments

Consent Write Up
https://stpete1.sharepoint.com/:w:/s,

Final status: Approved

MJ **Step 4: Approved by**
Michael J. Jefferis 2/10/2025 5:10:27 PM

Step 3: 1 of 2 recipients approved
Barbara L. Stalbird, Richard L. Craft

SS **Step 2: Approved by**
Stephanie S. Scarbrough 2/10/2025 2:26:55 PM

LS **Step 1: Approved by**
Lance N. Stanford 2/10/2025 2:26:42 PM

VA **Requested by**
Victoria L. Amerson 2/10/2025 2:08:43 PM

The following page(s) contain the backup material for Agenda Item: Housing, Land Use and Transportation Committee Meeting Minutes (January 9, 2025)
Please scroll down to view the backup material.

CB-12

City of St. Petersburg
Housing, Land Use, and Transportation Committee
January 9, 2025 Meeting Minutes
City Hall, Room 100

Members: Committee Chair Richie Floyd, Vice Chair Mike Harting, Council Member Brandi Gabbard and Council Member Gina Driscoll

Also present: Council Chair Copley Gerdes and Council Member Corey Givens, Jr.

Staff: Rob Gerdes, City Administrator, Amy Foster, Housing and Neighborhood Services, Dr. Avery Slyker, Housing and Community Development Director, Michael Dema, Assistant City Attorney, Brian Caper, Economic Development Director

Alternate: Council Vice Chair Lisset Hanewicz

Support Staff: Bryan Casañas-Scarsella – City Council Legislative Aide

1) Call to Order

2) Approval of Agenda - CM Floyd moved approval; all voted in favor.

3) Approval of the December 5, 2024, Minutes - CM Driscoll moved approval. All voted in favor.

4) New Business – January 9, 2025

Selection of Committee Chair and Vice-Chair
CM Gabbard opened the floor for nominations for Committee Chair. CM Floyd nominated himself, which was met with unanimous approval. Upon selection, Committee Chair Floyd assumed leadership of the meeting and called for nominations for Committee Vice Chair. CM Driscoll nominated CM Harting, who was unanimously approved.

Update on potential post-storm housing recovery programs allowable with local, state and federal funds *– Amy Foster, Housing and Neighborhood Services Administrator, Dr. Avery Slyker, Housing and Community Development Director, and Brian Caper, Economic Development Director*

Housing and Neighborhood Services Administrator Amy Foster provided an update on funding allocations, highlighting that the Biden Administration had approved $12 billion in disaster recovery funding, of which the City would receive $159.8 million. Ms. Foster cautioned that planning and United States Department of Housing and Urban Development (HUD) approval was required before funds could be accessed, referencing delays in similar cases, such as Lee County, which received significant funds two years ago that still have not been released.

Dr. Avery Slyker provided updates on the State Housing Initiatives Partnership (SHIP) program and the ongoing challenges of meeting disaster-related housing needs. She explained current funding allocations and caps, noting that the City is processing 13 rehabilitation applications with $217,000 remaining after projected expenditures. Due to high demand, the City proposed capping disaster assistance for storm damage repairs at $30,000 per home, aligning with county guidelines,

and focusing on tree removal, structural repairs, and interim housing needs. Ms. Foster clarified that no additional applications could come in after that.

Dr. Slyker explained how the City could allocate approximately $1.4 million in disaster funding by repurposing various funding sources. She outlined that the City had received $432,000 in SHIP disaster funds and could reallocate $822,559 in HOME Investment Partnerships Program (HOME) dollars from the HUD, which would require a substantial amendment. Additionally, $160,000 in American Rescue Plan Act (ARPA) funds had already been reallocated for disaster recovery.

Dr. Slyker emphasized that while reallocating these funds would provide immediate relief, it would not be enough to cover all outstanding needs. She also noted that previous strategies, such as shifting funds from rehabilitation to down payment assistance, were not viable this year due to an overwhelming demand for rehabilitation assistance. The recommendation was to begin using the $1.4 million immediately, rather than sweeping additional funds to ensure both immediate disaster response and continued support for long-term housing programs.

Council Members discussed program specifics, such as insurance deductibles and utility arrears. CM Gabbard and Council Chair Gerdes raised concerns about how deductibles (up to $5,000) would be covered and whether the program's structure would adequately address out-of-pocket expenses. CM Driscoll suggested integrating tree replacement efforts for properties where trees were removed, which staff agreed to explore within other City programs.

Dr. Slyker concluded with procedural details for disaster assistance applications, emphasizing accessibility through the Neighborly portal and paper alternatives. She noted a key change in the program: applicants can now use their own contractors, provided they are licensed, insured, and registered with the City's vendor system. Additionally, the program would follow standard rehabilitation guidelines, with some waivers granted by HUD and SHIP to streamline the process. She also clarified that the program would prioritize applicants below 80 percent of the area median income (AMI) and require supporting documentation, such as FEMA and insurance denial letters.

Dr. Avery Slyker provided an overview of the proposed funding allocations and program structure, addressing questions from Council Members regarding rental and utility assistance limits. She explained that the limits were determined based on past municipal programs and regional precedents. Amy Foster added that recent emergency rental assistance data showed that many residents required assistance at these levels. She noted that while some Council Members may feel uneasy about covering up to three months of rent at $3,000 per month, that amount was now close to the median rent in the City.

Committee Chair Floyd acknowledged the concern but pointed out that while rental assistance was reasonable, he was surprised by the amount allocated for utility arrears. Ms. Foster clarified that the funds were restricted to residents earning 80 percent AMI or below, making it unlikely that recipients would have significantly higher expenses.

CM Driscoll asked for clarification on whether all applicants were pre-screened to ensure they met the 80 percent AMI threshold. Dr. Slyker confirmed that this was the case, noting that even during street outreach, staff verified income eligibility as a preliminary step. Committee Vice Chair Harting inquired about how residents were informed about the program. Dr. Slyker and Ms. Foster responded that while word of mouth played a role, post-storm outreach efforts—including door-to-door canvassing and flyers—were a key component. They also reassured the committee that ongoing engagement efforts included neighborhood meetings and partnerships with community organizations. CM Givens raised concerns about accessibility, asking if City staff were available to assist applicants in person, similar to the Federal Emergency Management Agency's (FEMA) disaster response efforts. Dr. Slyker confirmed that her team provided hands-on assistance, even meeting applicants at their homes if necessary.

Dr. Slyker then reviewed comparable programs in other municipalities, noting that Clearwater, Largo, and Pinellas County had varying assistance limits and program structures.

Notably, Clearwater had been unable to assist any applicants due to a lack of FEMA follow-through by residents. CM Gabbard pressed for clarification on that, expressing concern that overly bureaucratic requirements could prevent eligible residents from accessing aid. Dr. Slyker explained that SHIP only required applicants to provide a denial letter from FEMA, which would be sufficient to qualify for assistance. CM Gabbard strongly supported this approach, arguing that residents should not be forced to go through FEMA's lengthy and cumbersome appeal process to qualify for other aid. Committee Chair Floyd also acknowledged the challenges of the FEMA appeal process. He suggested that the City consider approving applicants tentatively while their appeals were pending.

Ms. Foster emphasized that some residents simply never applied for FEMA assistance because they anticipated being denied due to a lack of flood insurance. She emphasized that while helping residents access available aid was important, there also needed to be a conversation about personal risk mitigation and long-term resiliency planning. CM Gabbard agreed, emphasizing the importance of requiring flood insurance for future eligibility but reiterating her stance that FEMA denials should not disqualify residents from City programs.

The discussion then shifted to funding allocations. Dr. Slyker presented a decision point: whether to reallocate $500,000 in General Fund money from the Rebates for Affordable Residential Rehabs program to disaster assistance. She cautioned that doing so could impact programs supporting the construction of accessory dwelling units (ADUs) and new housing development. She also asked for feedback on the down payment assistance programs. CM Gabbard asked for further details on how ADU projects would be affected, and Ms. Foster explained that the City had an ongoing partnership with private builder Cask, which specializes in ADU construction. Pausing the Rebates for Affordable Residential Rehabs program would effectively halt projects already in the pipeline.

After further discussion, CM Gabbard and CM Driscoll expressed strong support for keeping both the Rebates for Affordable Residential Rehabs and down payment assistance programs operational while using the $1.4 million already allocated for disaster relief. Council Chair Gerdes, adding that ADU projects were also a form of disaster recovery, as they helped create housing options for families displaced by storms.

Dr. Slyker concluded with an additional policy question: how to handle applicants whose storm damage costs did not meet their insurance deductible, making them ineligible for FEMA assistance. She explained that many residents had called in frustration after learning their insurance estimates placed them just below their deductible threshold. Ms. Foster confirmed that this was a common issue, as many insurers calculated damages just under deductible limits, effectively preventing homeowners from receiving assistance. She emphasized the need for a policy decision on whether these cases should be eligible for City aid.

CM Gabbard raised concerns about this situation, stating that homeowners who received FEMA denials should not be required to go through an appeal process to qualify for City assistance. She also questioned whether the City should provide financial assistance to residents who had insurance but chose not to file a claim. Acknowledging the complexity of the issue, she expressed hesitation about using City funds to assist homeowners who were opting out of utilizing their own insurance coverage. She asked for input from her colleagues on how to navigate this fairly while ensuring support for those who were actively trying to recover but were not being made whole by existing processes.

Committee Chair Floyd sought clarification, initially interpreting the issue as pertaining only to residents whose insurance claims fell below their deductible. Council Chair Gerdes further explained that the problem had two components: those who had never applied for FEMA and those who were now past the deadline and could no longer apply. Dr. Slyker confirmed that residents who had not applied for FEMA at this point would be ineligible for the City's assistance programs.

Council Chair Gerdes stated that he wanted to be clear on this eligibility requirement to ensure that the process was well understood.

Ms. Foster reminded the committee that the demand for aid significantly exceeded available funding. She emphasized that defining clear eligibility criteria was necessary to ensure resources were directed efficiently. Council Chair Gerdes proposed setting a threshold where deductible assistance would only be provided if the deductible exceeded a certain percentage of the insurance award, suggesting fifty percent as a reasonable benchmark. Ms. Foster acknowledged the suggestion, stating that staff would determine the appropriate percentage based on further analysis.

Ms. Foster then introduced the next discussion topic, the We Are St. Pete Fund, announcing that it had surpassed the $1 million threshold. She explained that the fund was designed to support three groups: residents, small businesses, and City employees impacted by the hurricanes, including those who may not be City residents. Based on feedback from previous meetings, staff recommended aligning the housing assistance programs for residents and employees, with eligibility extended to either 120 or 140 percent of AMI, depending on Council's decision.

A new proposal was introduced for employee rental assistance, specifically for City employees paying both a mortgage and rent while their homes were under repair. Ms. Foster noted that while the existing employee rental assistance program had been well-utilized, this addition would help those experiencing financial strain from carrying both housing costs. CM Givens inquired about funding caps, and Ms. Foster explained that the program would cover any amount exceeding thirty percent of an employee's income, with a maximum cap of five hundred dollars per month.

CM Gabbard strongly supported the rental assistance proposal, citing an increasing number of residents facing the burden of maintaining two housing payments. CM Driscoll also voiced support but expressed concern about ensuring sufficient funding for the employee rental assistance program. Ms. Foster reassured the committee that based on application trends, there was sufficient funding for both the existing and proposed programs.

CM Driscoll asked whether the employee assistance program would be expanded to City employees who live outside of the city limits. Ms. Foster confirmed that St. Petersburg residents would apply under general citizen programs, while non-resident City employees would be eligible under the employee assistance fund to prevent duplication. CM Givens inquired about part-time employees, and Ms. Foster confirmed that part-time staff were not currently eligible. Committee Chair Floyd advocated for increasing the income threshold to 140 percent AMI, which was also supported by CM Driscoll and Council Chair Gerdes. Ms. Foster confirmed that staff would proceed with this recommendation.

The discussion then shifted to small business support through the We Are St. Pete Fund, with Brian Caper presenting a draft relief program modeled after the Fighting Chance Fund used during the COVID-19 pandemic. The program proposed a structured approach to providing grants based on the level of impact sustained by businesses. Mr. Caper explained that businesses in shared commercial spaces such as co-working offices, salons, or shared kitchens that lost inventory or equipment would be eligible for a smaller grant, while businesses in dedicated brick-and-mortar locations experiencing similar losses would receive a higher amount. Additional funding would be available for businesses that had sustained structural damage, and those that faced both structural damage and inventory loss would receive the highest level of assistance.

Mr. Caper explained that the application process would be online and on a first-come, first-served basis, with businesses required to provide documentation of losses. In response to Committee Vice Chair Harting's question, Mr. Caper confirmed that the City had conducted outreach in impacted areas, identifying inventory loss and equipment damage as the most common issues. He also outlined a multi-channel marketing strategy, including direct outreach through business navigators, social media, City newsletters, and partnerships with organizations like the Chamber of Commerce and the St. Petersburg Area Economic Development Corporation (EDC).

CM Gabbard raised concerns about the exclusion of home-based businesses, noting that past relief programs, including the Fighting Chance Fund, had included them. While acknowledging that structural damage would be covered by homeowners' insurance, she pointed out that many home-

based businesses might not have coverage for inventory or equipment losses. She urged staff to consider expanding eligibility to include these businesses. Mr. Caper confirmed that staff would evaluate the possibility of including home-based businesses under the inventory and equipment loss category.

Council Chair Gerdes agreed with CM Gabbard's concerns regarding the exclusion of home-based businesses from disaster assistance, particularly in cases where insurance coverage for business-related inventory might be insufficient. He pointed out that even if a business owner had insurance, inventory stored in a garage or in a designated business-use portion of their home might not be covered. He advocated for reviewing the program to ensure home-based businesses were not unfairly excluded from assistance. He also raised concerns about the reliance on attestation as the sole proof of loss, expressing a preference for requiring additional documentation such as photographs. Mr. Caper reassured Council Chair Gerdes that the program already required various forms of documentation, including photos, insurance denial letters, and applications for small business assistance. He acknowledged that businesses might not have initially thought to take pictures of damaged inventory, which is why the attestation option was included as a last resort. However, he emphasized that the preference was always to collect as much supporting evidence as possible to validate claims.

Council Chair Gerdes then brought up cases where landlords had failed to make necessary repairs to rental properties. He asked whether the program included assistance for business owners who needed to relocate due to unaddressed storm damage. Mr. Caper acknowledged that this scenario had not been fully considered in the program's design. He explained that while tenants could apply for structural repair funds on behalf of the property owner, they would still need the property owner's approval to proceed. He agreed that relocation assistance for businesses facing uninhabitable conditions was a valid concern and committed to reviewing how the program could be adjusted to address it.

CM Driscoll then expressed concerns about the lack of a cure period for business applications. She questioned whether businesses making minor errors in their applications should have to restart the process from the back of the queue. Mr. Caper explained that the decision to forgo a cure period was based on the limited funding available. He noted that holding applications open for corrections would create logistical challenges, potentially preventing new applicants from being considered in a timely manner. However, he assured the committee that businesses would be informed of deficiencies in their applications and given the opportunity to reapply quickly.

Ms. Foster then took the opportunity to provide an overview of the fund's financial allocations. She reminded the committee that while up to $100,000 had been originally set aside for administrative costs, none of that money had been used for staff salaries or operations. Instead, City staff had absorbed the administrative work within their existing roles, and the Pinellas Community Foundation, which was managing the fund, had not taken any fees beyond the percentage associated with invested funds. She then broke down the current allocation plan, explaining that $100,000 was designated for rapid resolution assistance, which provided immediate relief such as moving costs or first month's rent for displaced residents. An additional $200,000 was set aside for small businesses, while $400,000 was allocated for general citizen assistance, and $100,000 was designated for the employee relief program. She reiterated that these amounts were flexible and could be adjusted based on program demand, but she cautioned that at the maximum grant levels, the small business program would only be able to assist 10 to 15 businesses. Given the limited resources, she encouraged Council Members to continue working with community organizations, such as the Chamber of Commerce, to explore additional fundraising opportunities.

CM Driscoll agreed that the available funds would likely run out quickly and emphasized the importance of securing external contributions to expand the reach of the program. Returning to the issue of the application process, she asked whether business owners would be encouraged to meet with a navigator before submitting their applications to minimize errors. Mr. Caper confirmed that

the City planned to provide tutorial videos and clear instructions on how to complete the application. By offering upfront guidance, the City hoped to reduce the number of incomplete applications. CM Driscoll also highlighted the need to engage a broader range of business organizations beyond the Chamber of Commerce. She pointed out that many small, independent businesses, including members of the Downtown Business Association (DBA), may not be connected to the Chamber of Commerce and could miss out on critical information about the program. She asked whether City staff would be present at the upcoming DBA meeting to discuss the program. Mr. Caper replied that he was unsure but agreed to follow up to ensure proper outreach was conducted.

CM Driscoll then returned to the topic of home-based businesses, emphasizing the unique situation of artists operating out of designated artist enclaves in the city. She noted that these artists often relied on their homes for studio and gallery space, making their entire business operation vulnerable to storm-related losses. She urged the City to reconsider its stance on home-based businesses and ensure these individuals had access to assistance. Mr. Caper acknowledged the concerns and confirmed that staff would revise the program to include home-based businesses, particularly in cases involving inventory or equipment loss.

As the meeting neared its conclusion, Committee Chair Floyd raised one final issue regarding structural repair grants for rental properties. He suggested that similar to the income restrictions applied to homeowners, there should be financial qualifications for landlords seeking assistance. He expressed concern that landlords with significant resources should not receive City funds for repairs they could afford to make on their own. He requested that staff explore potential criteria to address this concern.

Review of the HLUT Committee Referral List[1]

Ms. Foster commented that the list was incomplete and suggested postponing a full review until a later date.[2] However, Committee Chair Floyd invited Council Members to flag any items they believed should be removed. CM Hanewicz confirmed that her two items, addressing hybrid condo-hotel uses and stormwater requirements, should remain on the list. CM Gabbard suggested removing former CM Montanari's item related to parking minimums in downtown development, explaining that it had been on the list for a long time without progress. CM Driscoll agreed, noting that recent zoning changes had already eliminated parking minimums in some areas and that she did not support reopening the discussion. CM Driscoll made a motion to remove the item, which was unanimously approved by the committee.

Council Chair Gerdes provided an update on his referral item regarding permeable green space requirements, explaining that it had been delayed due to the storms but was expected to be ready for discussion in the first quarter. Committee Chair Floyd confirmed that his remaining referral items were also nearing completion.

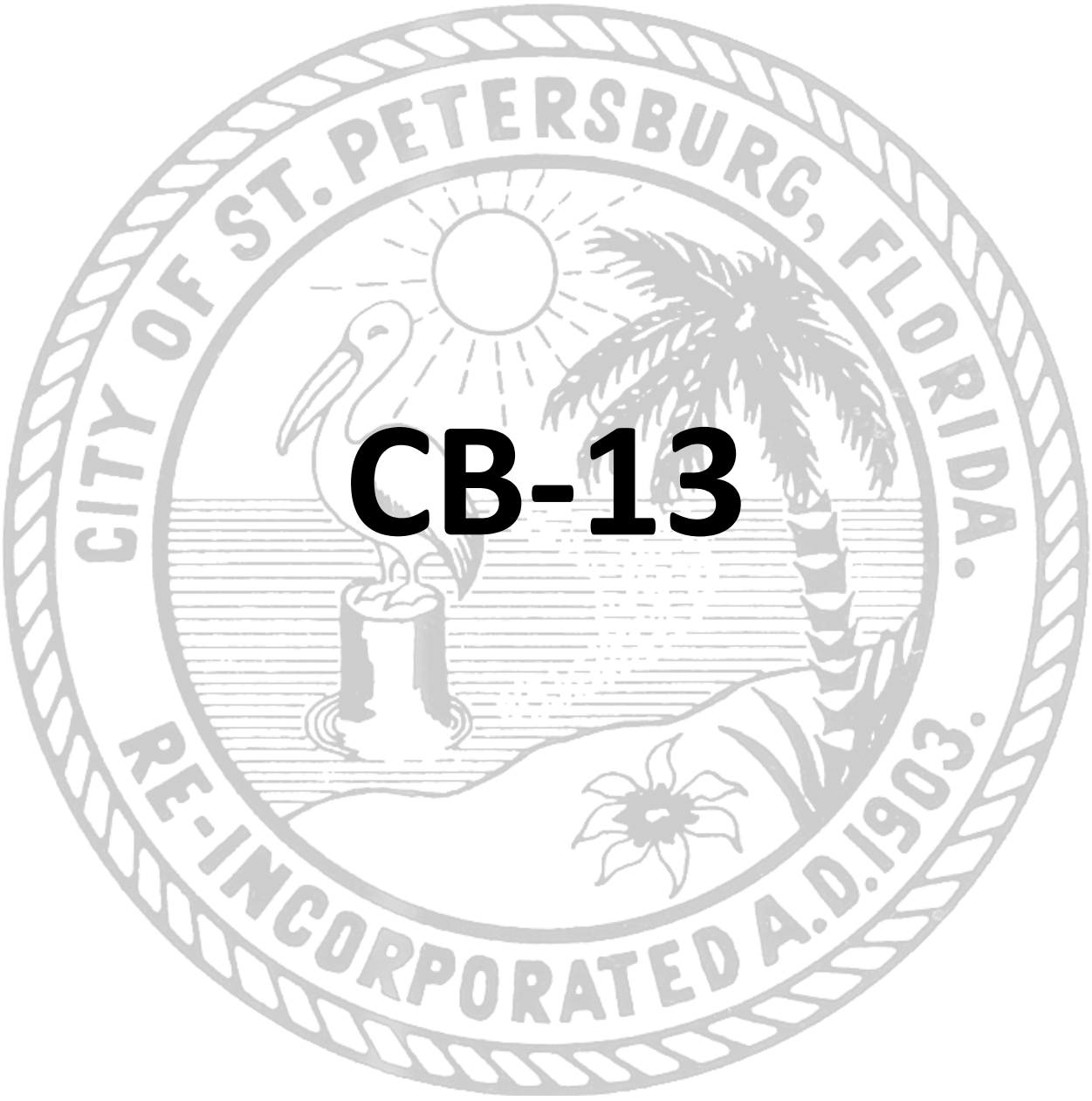
Before adjourning, Committee Chair Floyd took a moment to recognize the retirement of Stephanie Lampe, thanking her for her service and wishing her well.

Committee Chair Floyd adjourned the meeting at 9:29 AM.

[1] Committee referral lists may be reviewed periodically to allow Council Members to remove their items or refer items to another appropriate committee. Additionally, as Council Members term off City Council, their referral items may require a new sponsor. A review also allows Council Members and City Administration to provide updates on an item's timeframe.

[2] Upon review, the referral list was complete as presented, and no omissions were identified.

The following page(s) contain the backup material for Agenda Item: Public Services and Infrastructure Committee Meeting Minutes (January 9, 2025)
Please scroll down to view the backup material.



CB-13

City of St. Petersburg
Public Services & Infrastructure Committee
January 9, 2025, Meeting Minutes
City Hall, Room 100

Present: Committee Chair Lisset Hanewicz, Council Chair Copley Gerdes, Council Member Richie Floyd, Council Member Harting, and Council Member Corey Givens, Jr. (alternate)

Absent: None

Also Present: Council Member Brandi Gabbard, Council Member Gina Driscoll, City Administrator Rob Gerdes, Assistant City Attorney Michael Dema, Housing and Neighborhood Services Administrator Amy Foster, and Assistant City Clerk Patricia Beliveau

Support Staff: Tricia Terry – Legislative Aide

1. Call to Order – 9:40 AM
2. Approval of Agenda – CM Gerdes motioned for approval. All voted in favor.
3. Approval of November 7, 2024 Minutes – CM Gerdes motioned for approval. All voted in favor.
4. New Business – January 9, 2025

Selection of Chair and Vice-Chair

Council Chair Gerdes nominated Council Vice-Chair Hanewicz for Committee Chair. All voted in favor.
Council Vice-Chair Hanewicz nominated Council Chair Gerdes for Committee Vice-Chair. All voted in favor.

Review of Public Services & Infrastructure Referral List[1]

CM Gabbard discussed removing the item regarding a private lateral pilot study from the referral list as the item will be discussed next month in the Committee of the Whole (COW). Council Chair (CC) Gerdes stated that he would like to keep it on the list until after the COW.

CM Gabbard indicated that she would take on the item regarding the renovation and future use of the Sunshine Center. CM Gabbard then discussed the item regarding no wake zones and shared that Senator DiCeglie is working on a bill that would change state statutes to allow municipalities to enforce lower speeds. This would require the item to come back as an ordinance. Michael Dema confirmed that the current language of the referral item would cover this ordinance. CM Gabbard agreed to sponsor the item going forward.

CM Givens stated that he would like to take on referral list item regarding a discussion to allow mobile homes to be placed on residential properties to provide temporary housing. Amy Foster added that FEMA does not allow FEMA provided mobile homes in any special flood hazard area.

[1] Committee referral lists may be reviewed periodically to allow Council Members to remove their items or refer items to another appropriate committee. Additionally, as Council Members term off City Council, their referral items may require a new sponsor. A review also allows Council Members and City Administration to provide updates on an item's timeframe.

CM Harting motioned to remove the item regarding relocating a City brush site from the PS&I referral list. All voted in favor. Ms. Foster confirmed that Administration was unable to find an alternative location.

Both CC Gerdes and CM Floyd discussed keeping their respective items on the referral list. CM Floyd confirmed with Legal that his item regarding public funding for elections can be taken up in March.

Ms. Foster stated that the item regarding large item pickup software is covered in our rate study meetings. ***CC Gerdes motioned to remove the item from the PS&I referral list. All voted in favor.***

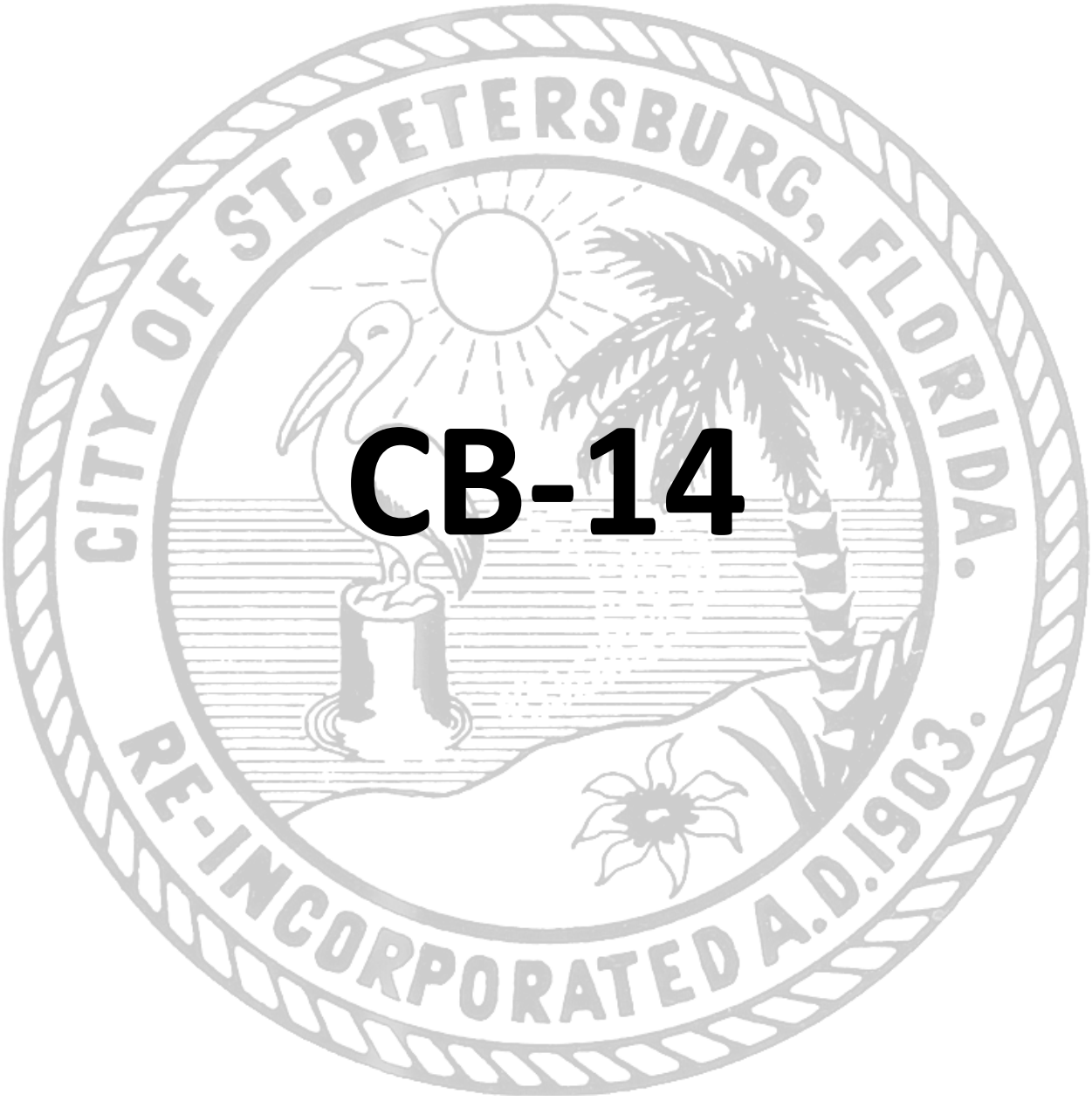
CM Driscoll discussed her item regarding metered reclaimed water fee structure stating that it is cost prohibitive and voiced her support for the item to be removed from the referral list. ***CM Floyd motioned to remove the item from the PS&I referral list. All voted in favor.***

Chair Hanewicz indicated that she would take on sponsorship of the Capital Improvement Assessment item and then asked if there was an update on the undergrounding of power lines. CM Driscoll stated that it could be removed and discussed with the LDR package. ***CC Gerdes motioned to remove the item from the PS&I referral list. All voted in favor.***

Chair Hanewicz indicated that she would take on sponsorship of the C.A.M.P. item and Albert Whitted Airport Master Plan. She then inquired about the Community Survey. Ms. Foster stated that the release of the survey has been postponed until the spring due to the storms.

With no further business, Chair Hanewicz adjourned the meeting at 9:55 AM.

The following page(s) contain the backup material for Agenda Item: Budget, Finance and Taxation Committee Meeting Minutes (January 23, 2025)
Please scroll down to view the backup material.



CB-14

City of St. Petersburg
Budget, Finance and Taxation Committee
January 23, 2025 Meeting Minutes
City Hall, Room 100

Present: Committee Chair Copley Gerdes, Committee Vice-Chair Lisset Hanewicz, and Council Member Mike Harting (Alternate)

Absent: Council Member Brandi Gabbard and Council Member Deborah Figgs-Sanders

Also Present: Council Member Corey Givens Jr., City Administrator Rob Gerdes, Assistant City Administrator Tom Greene, Chief Assistant City Attorney Jeannine Williams, City Auditor Boriana Pollard, Chief Financial Officer Erika Langhans, Budget and Management Director Liz Makofske, Engineering Director Brejesh Prayman, Community Enrichment Administrator Mike Jefferis, Risk Manager Blaise Mazzola, and Deputy City Clerk Jordan Wilson.

Support Staff: Jayne Ohlman – City Council Administrative Officer

1. Call to Order – 8:00 AM
2. Approval of Agenda – VC Hanewicz motioned for approval. All voted in favor.
3. Approval of January 9, 2025 Minutes – VC Hanewicz motioned for approval. All voted in favor.
4. New Business – January 23, 2025

Comprehensive Update on All Hurricane-Related Expenses – *Tom Greene, Assistant City Administrator, Boriana Pollard, City Auditor, Erika Langhans, Chief Financial Officer, and Liz Makofske, Budget and Management Director*

Vice-Chair Hanewicz introduced the item, noting that she requested this information during the December 12 BFT meeting and followed up with a referral item to formalize the request.

Assistant City Administrator Tom Greene explained that after the storms, the City is in crisis and recovery mode, all while navigating the complex Federal Emergency Management Agency (FEMA) process. Mr. Greene explained that the City has submitted its damage inventory for reimbursement, with estimated expenses totaling $247 million. FEMA has approved 100% reimbursement for emergency work and 75% for permanent repairs.

City Auditor Boriana Pollard explained that the City is currently in Phase 2 of the FEMA process, which includes impact and damage identification. FEMA is now conducting site visits to assess damage impacts. Once impacts are identified, they are grouped into projects and submitted to FEMA for review. Before the City receives reimbursement, the project must undergo the applicable steps, including multiple FEMA and Florida Department of Emergency Management (FDEM) reviews.

Next, Chief Financial Officer Erika Langhans presented a summary of expenditures within the following categories: debris removal, permanent damage, and emergency protective measures. Ms. Langhans emphasized the challenges associated with managing cash flows and the importance of short-term financing to cover immediate expenses (i.e., the $50 million non-ad valorem revenue note authorized in December 2024). Ms. Langhans explained that the City has received $37 million from FEMA for debris removal and expects additional reimbursements for emergency protective measures and the Hometown Haulers program expenditures. Ms. Langhans noted that the City has received $3.2 million in insurance advances and expects future insurance payments totaling $10.6 million. Additionally, Mr. Greene and Ms. Langhans emphasized the importance of identifying resources and managing cash flows.

VC Hanewicz asked about the key deadlines for FEMA and the status of the permanent worksite inspections. Ms. Pollard responded that the City is on schedule for major repairs and is working vigorously to meet the applicable deadlines. VC Hanewicz inquired about the repairs to the Police Headquarters after Hurricane Milton, specifically the concrete slopes to the doors and the roof drains. Engineering Director Brejesh Prayman explained that due to the force, direction, and duration of the wind and rain during Hurricane Milton, adjustments to concrete slopes and roof drains are needed to prevent future leaking. VC Hanewicz inquired about the reimbursements for prior storm events and the expected reimbursement for Hurricanes Helene and Milton. Ms. Langhans stated that the City expects to receive about $200 million from the federal government for both storms. The City has received $216.5 million in reimbursements for previous storms and is still awaiting reimbursements for Hurricanes Ian (2022), Idalia (2023), and Irma (2017).

VC Hanewicz asked for a status update on debris removal and Community Enrichment Administrator Mike Jefferis responded that the residential sweeps are complete and the City's debris collection contractor, Crowder-Gulf, will leave the City on January 31. Any residual debris collection needs will be handled internally through the Sanitation Department. Mr. Jefferis noted that FEMA changed its guidance to allow for commercial and private collection reimbursements, which is a new process for the City. The first debris collection estimate provided to FEMA did not include private or commercial collection numbers.

Next, VC Hanewicz asked how the City determines which funds to pull monies from to cover storm costs. Ms. Langhans and Mr. Greene responded that the City would pull down from funds in excess of their target fund balances, such as the Workers Compensation Fund. Risk Manager Blaise Mazzola explained that the Workers Compensation Fund is for long-term claims, whereas liability claims typically happen and get paid out within a matter of years. Workers Compensation can last 20 years, so the City sets reserves on all of the claims, and those reserves are projected out by an actuary service to achieve the 75% confidence level goal.

Council Member Harting inquired if finance-related lessons were learned from the two back-to-back storms and recovery. Mr. Greene responded that the unprecedented nature of the storms will undoubtedly lead to policy changes. For example, short-term notes are not currently identified in the City's Fiscal Policies, and there will likely be recommendations during the annual review to address this.[1]

Regarding the Hometown Haulers program, Council Member Givens Jr asked for the thresholds for reimbursement. Mr. Greene responded that because of the program's quick turnaround (between Hurricanes Helene and Milton), the City did not meet all the completive bidding requirements for FEMA reimbursement. Mr. Greene emphasized that the potential to not be reimbursed was known from the outset. However, the City still submitted the project for reimbursement and hopes that the program's creativity and excellent documentation lead to a positive result.

City Administrator praised the City Council's leadership over the years to ensure the City has healthy fund balances to endure emergencies and recovery. Mr. Gerdes also noted that the financial stability of the City is also a testament to Mr. Greene's tenure with the City.

Weeki Wachee Project List Review

Mr. Jefferies provided an update on the Puryear Park Expansion Project Update. Mr. Jefferies explained that previously, the property owner did not want to sell to the City; however, after flooding from Hurricane Helene, the owner reached out to the City to explore selling. This has reignited the

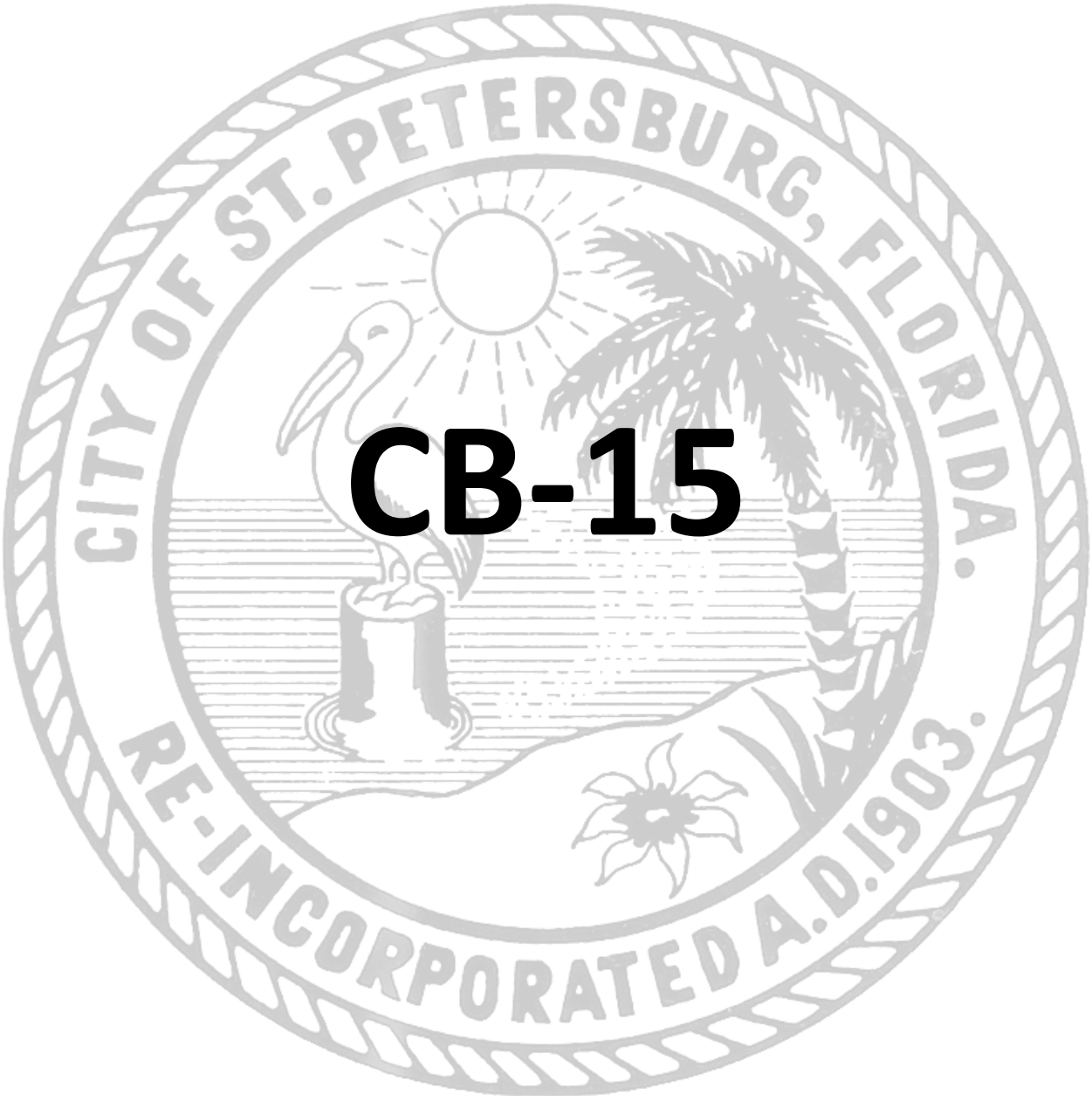
[1] Annual Review of the City's Fiscal and Investment Policies is scheduled for August 14, 2025.

potential park expansion project, which CM Harting will take sponsorship of now that CM Montanari is no longer on the City Council.

The Committee did not review the Carter G. Woodson African American Museum – Outdoor Event Green Space Beautification Project as the sponsor, Council Member Figgs-Sanders, was absent.

Chair Gerdes adjourned the meeting at 9:02 AM.

The following page(s) contain the backup material for Agenda Item: A resolution approving the Third Amendment to the Agreement between the City of St. Petersburg ("City") and Homeless Leadership Alliance of Pinellas, Inc. ("Agency") providing an additional $60,000 in funding for a maximum reimbursement amount of $320,000 for the continued implementation of the "Family Works" Program and extending the term to April 30, 2025 ("Third Amendment"); authorizing the Mayor or his designee to execute the Third Amendment; and providing an effective date.
Please scroll down to view the backup material.



CB-15

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of February 20, 2025

TO: The Honorable Copley Gerdes, City Council Chair & Members of City Council

SUBJECT:

A resolution approving the Third Amendment between the City of St. Petersburg ("City") and Homeless Leadership Alliance of Pinellas, INC. ("Agency") providing an additional $60,000 in funding for a maximum reimbursement amount of $320,000 for the continued implementation of the "Family Works" Program and extending the term to April 30, 2025 ("Third Amendment"); Authorizing the Mayor or his designee to execute the third amendment; and providing an effective date.

EXPLANATION:

City Council approved funding on March 20, 2020, in the amount of $275,000, as a grant to HLAP to coordinate and manage the implementation of a pilot program (Resolution 2020-97). Additional funding was provided on August 5th, 2021, in the amount of $260,000, to see the project through August 30th, 2022 (Resolution 2021-350). Gap funding was approved by City Council on August 18, 2022, in the amount of $28,819 to support the program through the end of the City's fiscal year (September 30, 2022) and to align any future funding of the program with the City's new fiscal year and traditional budget development process.

The initial pilot program, started in 2020, was designed to house homeless families with students attending seven Transformation Zone schools in St. Petersburg. The program is intended to identify homeless families with at least one student at the Transformative Zone schools in St. Petersburg (Campbell Park Elementary, Fairmount Park Elementary, Lakewood Elementary, Maximo Elementary, Melrose Elementary, New Heights Elementary and John Hopkins Middle School), and aimed to provide the support necessary to move families into permanent housing.

Although the program was a bit delayed in the initial startup and implementation, due to COVID, the program has been successful for the four years that it's been operational. "Family Works"; as the program is known, is administered by Directions for Living, Inc, as the subrecipient of the City's agreement with HLAP.

A review of the report for the first year reflected that the program had served 93 families and successfully housed 78 of those families. Year two of the program showed the program serving 85 families, with 43 of these families being successfully housed. Year three, the program has served a total of 78 families, with 45 being new this year and 39 having been successfully housed. Year four has also shown success with 48 families being serves and 25 housed.

In addition, to housing families who are precariously housed, it was thought that if the families' housing was stabilized, the students' academic performance and attendance would improve. Directions for Living; along with assistance from the Pinellas County School District, performed an assessment of the academic performance and attendance of the effected students to see if this theory was correct. Using a sampling of the academic records for 42 students, and attendance records for 36 students, they were able to determine that this theory held true.

The current agreement with the HLAP is set to expire March 31, 2025. However, the intent of the amendment is to extend the agreement through April 30, 2025, and increase funding, so that the work that's currently underway to assist and house the remaining families can continue. Subsequent funding to continue the program is shown placed in the approved budget for FY 2025.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the General Fund (0001), Housing and Community Development Department, Veteran, Social and Homeless Services Division (082.2327).

ATTACHMENTS: Resolution, Amendment

APPROVALS: _____ _____

Administration Budget

RESOLUTION NO. ____

A RESOLUTION APPROVING THE THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG ("CITY") AND HOMELESS LEADERSHIP ALLIANCE OF PINELLAS, INC. ("AGENCY") PROVIDING AN ADDITIONAL $60,000 IN FUNDING FOR A MAXIMUM REIMBURSEMENT AMOUNT OF $320,000 FOR THE CONTINUED IMPLEMENTATION OF THE "FAMILY WORKS" PROGRAM AND EXTENDING THE TERM TO APRIL 30, 2025 ("THIRD AMENDMENT"); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE THIRD AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Agency entered into an agreement on October 1, 2023 ("Agreement") for the City to provide funding to Agency in an amount not to exceed $260,000 to support the operation of the "Family Works" Program; and

WHEREAS, on September 20, 2024, the City and Agency executed the First Amendment to the Agreement extending the Term to January 31, 2025; and

WHEREAS, on January 30, 2025, the City and Agency executed the Second Amendment to the Agreement to extend the Term to March 31, 2025, or until Agency expended all City funds, whichever came first; and

WHEREAS, City and Agency now desire to enter into a Third Amendment to the Agreement to increase the City funding amount by $60,000 for a Maximum Reimbursement Amount of $320,000; and

WHEREAS, funds have been previously appropriated in the General Fund (0001), Housing and Community Development Department, Veteran, Social and Homeless Services Division (082.2327).

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Third Amendment to the Agreement between the City of St. Petersburg ("City") and Homeless Leadership Alliance of Pinellas, Inc. ("Agency") providing an additional $60,000 in funding for a Maximum Reimbursement Amount of $320,000 for the continued implementation of the "Family Works" Program and extending the term to April 30, 2025 ("Third Amendment"); is hereby approved.

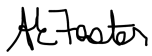
BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Third Amendment.

This resolution shall become effective immediately upon its adoption.

Approvals:



Legal



Administration