

COUNCIL MEETING

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

CITY OF ST. PETERSBURG

**June 11, 2026
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: 952 2238 4198#
- Watch, listen, and participate on your computer, mobile phone, or other device by visiting the following link: <https://zoom.us/s/95222384198>

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.

June 11, 2026

1:30 PM

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

B. Approval of Agenda with Additions and Deletions.

C. Consent Agenda (see attached)

Open Forum

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

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

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

D. Awards and Presentations

1. [Proclamation ~ Pride Month](#)
2. [Proclamation ~ Codes Compliance Assistance Appreciation Week](#)
3. [2026 Governor’s Hurricane Conference Innovation Award](#)
4. [Distinguished Citizen Award: Hometown Haulers](#)
5. [Proclamation ~ Pulse Remembrance Day](#)
6. [Proclamation ~ World Ocean Day](#)
7. [Proclamation ~ Caribbean American Heritage Month](#)
8. [Proclamation ~ Inclusive Family & Faith Month](#)

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

F. Reports

1. [A resolution approving funding in an amount not to exceed \\$481,852.14 in previously appropriated tax increment financing funds from the south St. Petersburg Redevelopment District Fund to Habitat for Humanity of Pinellas County, Inc for the construction of The Grove Townhomes located in the South St. Petersburg Community Redevelopment Area, subject to certain conditions; finding the expenditure of tax increment financing funds to](#)

be consistent with the South St. Petersburg Community Redevelopment Plan; authorizing the city's attorney's office to make non-substantive changes to the funding agreement; providing an effective date.

2. A resolution of the City Council of the City of St. Petersburg, Florida, delegating authority to the Mayor or his designee to execute Residential Recovery and Elevation Program grant agreements and all other program documents; and providing an effective date.

G. New Business

1. Respectfully requesting a referral to the Committee of the Whole (“COW”) or the Budget, Finance, and Taxation (“BFT”) Committee for a report on possible funding mechanisms for public safety services, including the option of establishing dedicated police and fire service assessments, should the Florida Legislature proceed with placing a proposed constitutional amendment eliminating homestead property taxes on the November 2026 ballot. (Chair Hanewicz)
2. Respectfully requesting City Council approval of a resolution opposing any state legislation that discriminates against people based on sexual orientation, gender identity, or any other protected identity or characteristic. (Vice-Chair Floyd)
3. Respectfully requesting City Council approval of a resolution recognizing the City of St. Petersburg as the location of the 1528 landing of the Panfilo De Narvaez expedition; recognizing the national historical significance and the upcoming 500th anniversary of this event. (Council Member Gerdes)

H. Council Committee Reports

1. June 4, 2026 Budget, Finance, and Taxation Committee Action Item
 - (a) Respectfully requesting City Council approval of the shortlist of proposals for the FY 2026 Management Evaluation of the Billing and Collections Department to two offerors, AECOM Technical Services, Inc., and Baker Tilly Advisory Group, LP.

I. Legal

1. Resolution approving an increase in the not to exceed amount of the engagement letter with Lang & Raffa, P.A. from \$12,500 to \$22,500 for the firm to continue to provide work and services related to the homeowners association for the Deuces Townhome Development.
2. Resolution confirming the appointment by the Mayor of Bryant Miller Olive P.A. as Special Legal Counsel for the City of St. Petersburg to provide legal advice and services on various funding and finance related matters associated with potential reduction in ad valorem revenue for an initial amount not to exceed \$25,000.

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

Public Hearings

*NOTE: The following Public Hearing items have been submitted for **consideration** by the City Council. If you wish to speak on any of the Public Hearing items, please obtain one of the YELLOW cards from the containers on the wall outside of Council Chamber, fill it out as*

directed, and present it to the Clerk. You will be given 3 minutes ONLY to state your position on any item but may address more than one item.

1. A resolution authorizing the Mayor or his designee to accept a second allocation of Emergency Solutions Grant special allocation of Rapid Unsheltered Survivor Housing (RUSH) disaster funds in the amount of \$2,328,301 from the U.S. Department of Housing and Urban Development (HUD) and execute all documents necessary to effectuate the acceptance of the funds; approving a supplemental appropriation in the amount of \$2,328,301 from the increase in the unappropriated balance of the Emergency Solutions Grant Fund (1112), resulting from these additional revenues, to the Housing and Community Development Department, Administration Division (082-1089); and providing an effective date.
2. Ordinance 638-H. An ordinance of the City of St. Petersburg, amending the City Code to revise Section 26-168 and create a new section 26-169 to be entitled Neighborhood Resident Only Parking Areas; renumbering current section 26-169 to Section 26-174; providing severability; and providing an effective date.

First Reading and First Public Hearings

Setting August 27, 2026 as the second reading and second public hearing date for the following proposed Ordinance(s).

3. Ordinance 636-H. An ordinance amending the St. Petersburg City Comprehensive Plan; amending Chapter 3, Future Land Use Element, Issue: Natural Resources and Objective LU6.1 and Policy LU6.1 to remove marina development restrictions in the North Vinoy Yacht Basin; providing for severability; and providing an effective date. City File: LGCP 2026-01.

K. Open Forum

L. Adjournment

St. Petersburg
Community Redevelopment Agency (CRA)
6/11/2026

1. City Council Convenes as Community Redevelopment Agency.
2. A resolution by the South St. Petersburg Community Redevelopment Agency recommending that the City Council of the City of St. Petersburg, Florida approves funding in an amount not to exceed \$481,852.14 in previously appropriated Tax Increment Financing Funds from the South St. Petersburg Redevelopment District Fund to Habitat for Humanity of Pinellas County, Inc. for the construction of The Grove Townhomes located in the South St. Petersburg Community Redevelopment Area, subject to certain conditions; finding the expenditure of tax increment financing funds to be consistent with the South St. Petersburg Community Redevelopment Plan; and providing an effective date.
3. Adjourn Community Redevelopment Agency

CONSENT



AGENDA

COUNCIL MEETING

CITY OF ST. PETERSBURG

Consent Agenda A June 11, 2026

Note: The Consent Agenda contains matters considered routine and likely to be approved by a single motion. Consent Agenda A contains items costing \$500,000 or more, while Consent Agenda B contains items costing less than \$500,000. A Council Member may request that specific items be removed (“pulled”) from the Consent Agenda for separate discussion and action.

(Procurement)

(City Development)

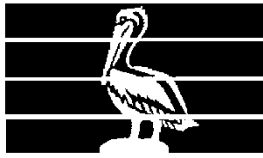
(Community Enrichment)

(Public Works)

(Appointments)

(Miscellaneous)

CONSENT



AGENDA

COUNCIL MEETING

CITY OF ST. PETERSBURG

Consent Agenda B June 11, 2026

Note: The Consent Agenda contains matters considered routine and likely to be approved by a single motion. Consent Agenda A contains items costing \$500,000 or more, while Consent Agenda B contains items costing less than \$500,000. A Council Member may request that specific items be removed (“pulled”) from the Consent Agenda for separate discussion and action.

(Procurement)

1. Approving a three-year agreement with WEX Bank for universal fleet fuel card services, for the Police and Water Resources Departments, in the amount of \$490,000.

(City Development)

2. A resolution authorizing the Mayor or his designee to accept a grant in the form of pedestrian safety equipment from the Florida Department of Transportation and to execute all documents necessary to effectuate this transaction; and providing an effective date.
3. A resolution authorizing the Mayor or his designee to accept a grant from the U.S. Department of Interior (“DOI”) in the maximum reimbursement amount of \$75,000 to fund the Planning Department to survey the Deuces neighborhood and prepare a nomination for the National Register of Historic Places; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$75,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these grant revenues, to the Planning Department, Planning and Historic Preservation Division (370-1541), Deuces Neighborhood Survey Project (21690); and providing an effective date.

(Community Enrichment)

(Public Works)

4. A Resolution authorizing the Mayor or his designee to execute the Interlocal Agreement for Reimbursement for Modifications to the Pinellas County Water Quality Dashboard; and providing an effective date. (ECID Project No. 26044-130; Oracle No. 21484)

(Appointments)

(Miscellaneous)

5. Recommendation to Approve a Resolution to Provide a 1.0% Ad Hoc Increase to the Monthly Pension Benefits of the Retirees and Beneficiaries Receiving Benefits from the Supplemental Firefighters Retirement System due to Normal Retirement, Early Retirement, Service Connected Disability or Death, Non-Service Connected Disability or Death, or Termination of Employment Occurring Prior to October 1, 2008

6. ~~A resolution of the City Council of the City of St. Petersburg, Florida, delegating authority to the Mayor or his designee to execute Residential Recovery and Elevation Program grant agreements and all other program documents; and providing an effective date. (Pulled to Reports as F-2)~~
7. A resolution of the City Council of St. Petersburg, Florida confirming the appointment of Dale Delaney as Assistant City Attorney and providing an effective date.
8. A resolution authorizing the Mayor or his designee to accept a TJX Companies (TJX) grant in the maximum reimbursement amount of \$4,831.10 to fund the TJX Law Enforcement Grant Project; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$4,831.10 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), TJX Law Enforcement Grant Project FY26 (21726); and providing an effective date.
9. A resolution approving the Amended and Restated City Council Policies and Procedures Manual; superseding any resolutions in conflict therewith; and providing an effective date.
10. Budget, Finance and Taxation Committee Meeting Minutes (May 14, 2026)

MEETING AGENDA

CITY OF ST. PETERSBURG

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

Public Services & Infrastructure Committee

Thursday, July 9, 2026, 9:00 a.m., Conference Room 100

Budget, Finance & Taxation Committee

Thursday, July 9, 2026, 10:25 a.m., Conference Room 100

City Council Meeting

Thursday, July 9, 2026, 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.

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



CITY COUNCIL AGENDA

Presentation Item

DATE: May 28, 2026

TO: The Honorable Members of City Council

SUBJECT: Proclamation ~ Pride Month

PRESENTER: Mayor Kenneth T. Welch

SCHEDULE FOR COUNCIL ON: June 11, 2026

Mayor Kenneth T. Welch

Proclamation

CITY OF ST. PETERSBURG

- WHEREAS,** The City of St. Petersburg values diversity, creativity, and civic engagement, and strives to be a city where all people feel respected, safe, welcome, and connected through opportunity and belonging; and
- WHEREAS,** Many of the residents, students, city employees, and business owners within the City of St. Petersburg who contribute to the enrichment of our City are a part of the lesbian, gay, bisexual, transgender, queer, and questioning community and contribute significantly to the cultural, civic, economic, and creative vitality of St. Petersburg; and
- WHEREAS,** Pride Month honors the ongoing pursuit of equality, dignity, visibility, and opportunity for LGBTQ+ individuals, while celebrating the resilience, leadership, and contributions of generations of LGBTQ+ people who help strengthen our community; and
- WHEREAS,** This year we celebrate the 24th anniversary of St. Pete Pride, Florida's largest Pride celebration, which brings together hundreds of thousands of residents and visitors, and recognize the substantial economic impact an event of this size has on St. Petersburg and the surrounding areas; and
- WHEREAS,** We partner with our neighboring cities and communities across the United States to recognize and celebrate June as LGBTQ+ Pride Month.

NOW, THEREFORE, I, Kenneth T. Welch, Mayor of the City of St. Petersburg, Florida, do hereby proclaim the month of June 2026 as

LGBTQ+ PRIDE MONTH

in St. Petersburg and invite everyone to reflect on ways we all can live and work together and reaffirm our commitment to mutual respect, compassion, and the freedom for people to live their lives authentically. We further recognize Pride Month by flying the rainbow flag at City Hall during the month of June.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official Seal of the City of St. Petersburg, County of Pinellas, and State of Florida to be affixed this 1st day of June 2026.



Kenneth T. Welch
Mayor

The following page(s) contain the backup material for Agenda Item: Proclamation ~ Codes
Compliance Assistance Appreciation Week
Please scroll down to view the backup material.



D-2

CITY COUNCIL AGENDA

Presentation Item

DATE: June 4, 2026

TO: The Honorable Members of City Council

SUBJECT: Proclamation ~ Codes Compliance Assistance Appreciation Week

PRESENTER: Mayor Kenneth T. Welch

SCHEDULE FOR COUNCIL ON: June 11, 2026

Mayor Kenneth T. Welch

Proclamation



- WHEREAS,** Codes Compliance Assistance provides for the safety, health, and welfare of the citizens of St. Petersburg through the enforcement of building, zoning, housing, environmental and other codes and ordinances; and
- WHEREAS,** Codes Compliance Assistance is responsible for improving neighborhood health and safety and enhancing the quality of life for residents in the community; and
- WHEREAS,** Codes Compliance Assistance has prioritized education and assistance to achieve compliance, with dedicated staff conducting proactive outreach with tenants and homeowners to connect them with valuable resources; and
- WHEREAS,** Every day, assisted by administrative support staff, they provide quality customer service to the public for the betterment of the community and often their efforts go unnoticed, even after compliance has been achieved; and
- WHEREAS,** Code Compliance Assistance staff are dedicated, well trained, and highly responsible individuals who take their jobs seriously and are proud of their department and the City in which they serve; and
- WHEREAS,** Codes Compliance Assistance deserves recognition for the jobs that they do, often going above and beyond their duties to assist residents, protect tenants, and improve neighborhoods.

NOW, THEREFORE, I, Kenneth T. Welch, Mayor of the City of St. Petersburg, Florida, do hereby proclaim the week of June 8 – 12, 2026 as

CODES COMPLIANCE ASSISTANCE APPRECIATION WEEK

in St. Petersburg and express appreciation for the dedication and outstanding service provided by the individuals who serve in the Codes Compliance Assistance department.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of St. Petersburg, County of Pinellas, and the State of Florida to be affixed this 11th day of June 2026.

Kenneth T. Welch
Mayor

CITY COUNCIL AGENDA

Presentation Item

DATE: May 27, 2026

TO: The Honorable Members of City Council

SUBJECT: Proclamation ~ CODES Enforcement Officers Appreciation Week

PRESENTER: Mayor Kenneth T. Welch

SCHEDULE FOR COUNCIL ON: June 11, 2026

Mayor Kenneth T. Welch

Proclamation



- WHEREAS,** Code Enforcement Officers provide for the safety, health, and welfare of the citizens in this community through the enforcement of building, zoning, housing, fire safety, environmental and other codes and ordinances; and
- WHEREAS,** Code Enforcement Officers are responsible for improving neighborhoods and the quality of lives of the residents; and
- WHEREAS,** Every day, assisted by support and program staff, they attempt to provide quality customer service to the public for the betterment of the community; and
- WHEREAS,** At times their efforts go unnoticed, even after code compliance has been accomplished due to their efforts and expertise; and
- WHEREAS,** Code Enforcement Officers are dedicated, well trained, and highly responsible individuals who take their jobs seriously and are proud of their department and the local government which they serve with duty and great care; and
- WHEREAS,** The Florida Association of Code Enforcement (F.A.C.E.) has declared the first week of June be set aside by local governments to honor and recognize their Code Enforcement Officers.

NOW, THEREFORE, I, Kenneth T. Welch, Mayor of the City of St. Petersburg, Florida, do hereby proclaim the week of **June 5 – 9, 2026** as

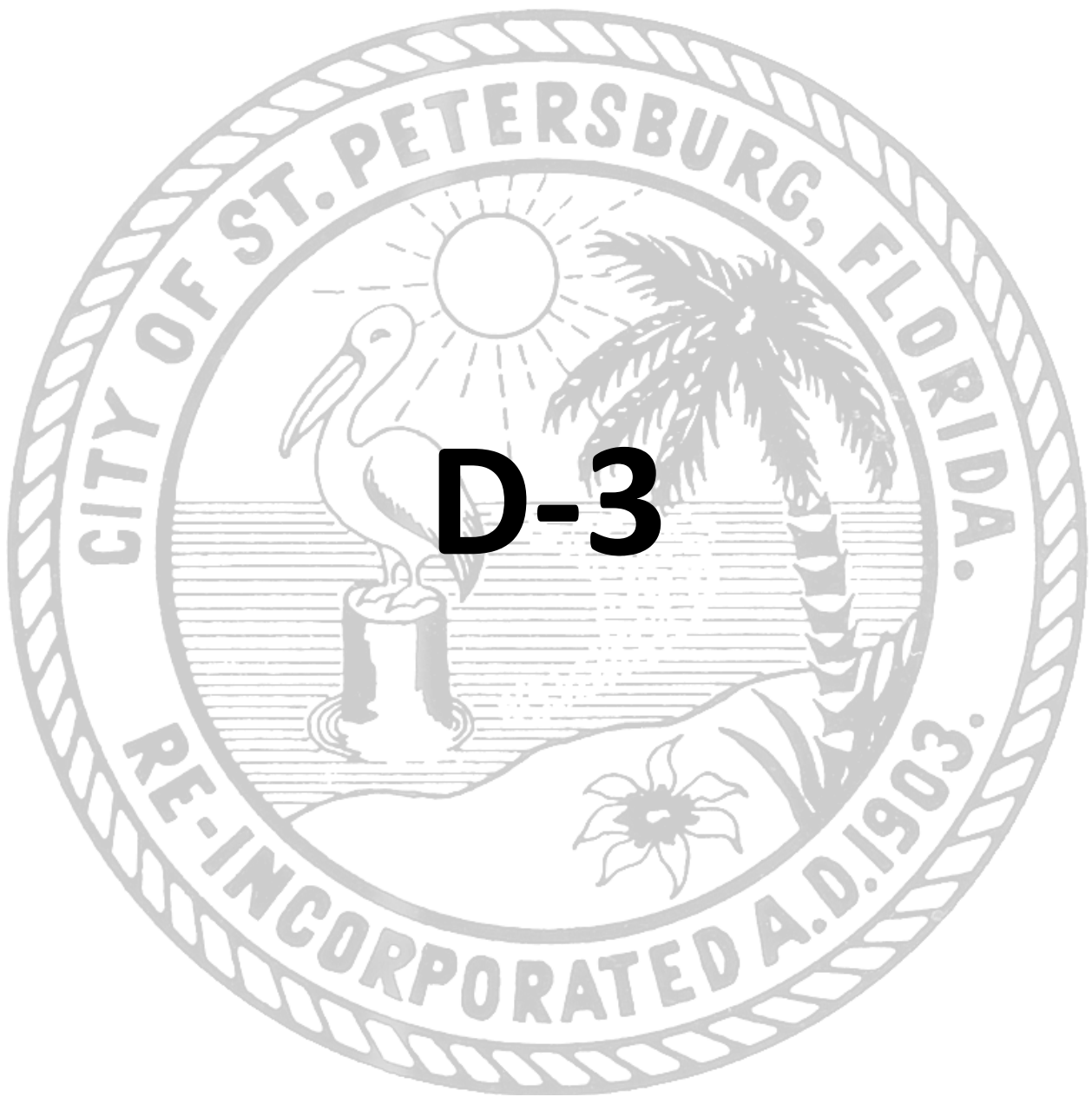
CODE ENFORCEMENT OFFICERS' APPRECIATION WEEK

in St. Petersburg and express appreciation for the dedication and outstanding service provided by the individuals who serve as our Code Enforcement Officers.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of St. Petersburg, County of Pinellas, and the State of Florida to be affixed this 11th day of June 2026.

Kenneth T. Welch
Mayor

The following page(s) contain the backup material for Agenda Item: 2026 Governor's Hurricane Conference Innovation Award
Please scroll down to view the backup material.



CITY COUNCIL AGENDA

Presentation Item

DATE: May 28, 2026

TO: The Honorable Members of City Council

SUBJECT: 2026 Governor's Hurricane Conference Innovation Award

PRESENTER: Emergency Management & Economic and CDA/Workforce Development

SCHEDULE FOR COUNCIL ON: June 11, 2026

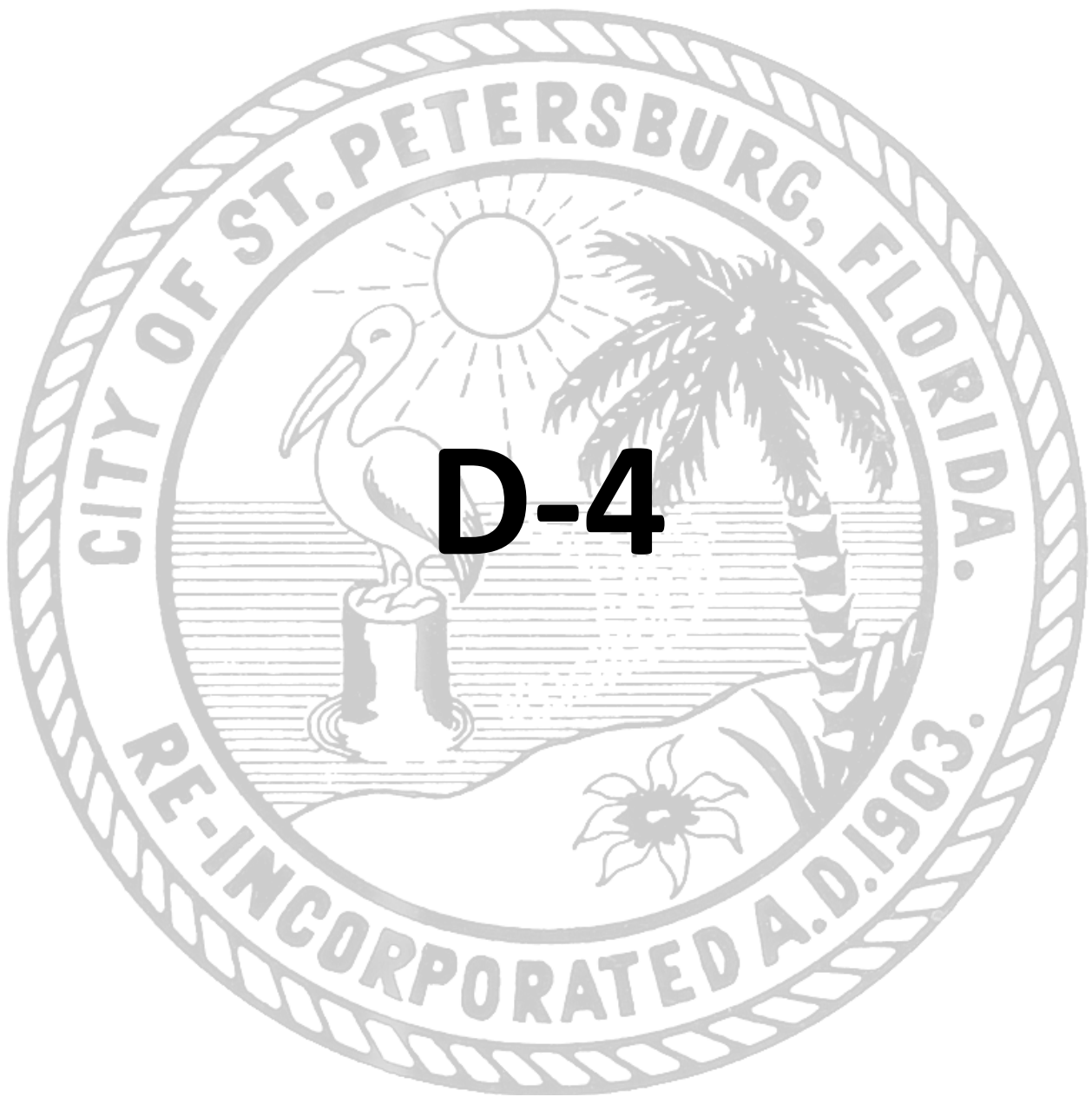
Following the 2024 hurricanes, St. Petersburg launched Hometown Haulers, a first of its kind program, engaging local businesses to accelerate debris removal while supporting economic recovery.

The initiative enrolled 100 local haulers, completed 5,382 hauls, generated \$1.6 million for small businesses, and ultimately secured full FEMA reimbursement—creating a scalable model for community-driven disaster recovery.

The City of St. Petersburg received the 2026 Governor's Hurricane Innovation Award for the Hometown Haulers program.

Mayor Kenneth T. Welch

The following page(s) contain the backup material for Agenda Item: Distinguished Citizen Award:
Hometown Haulers
Please scroll down to view the backup material.



D-4

CITY COUNCIL AGENDA PRESENTATION ITEM

DATE: May 29, 2026

TO: The Honorable Members of City Council

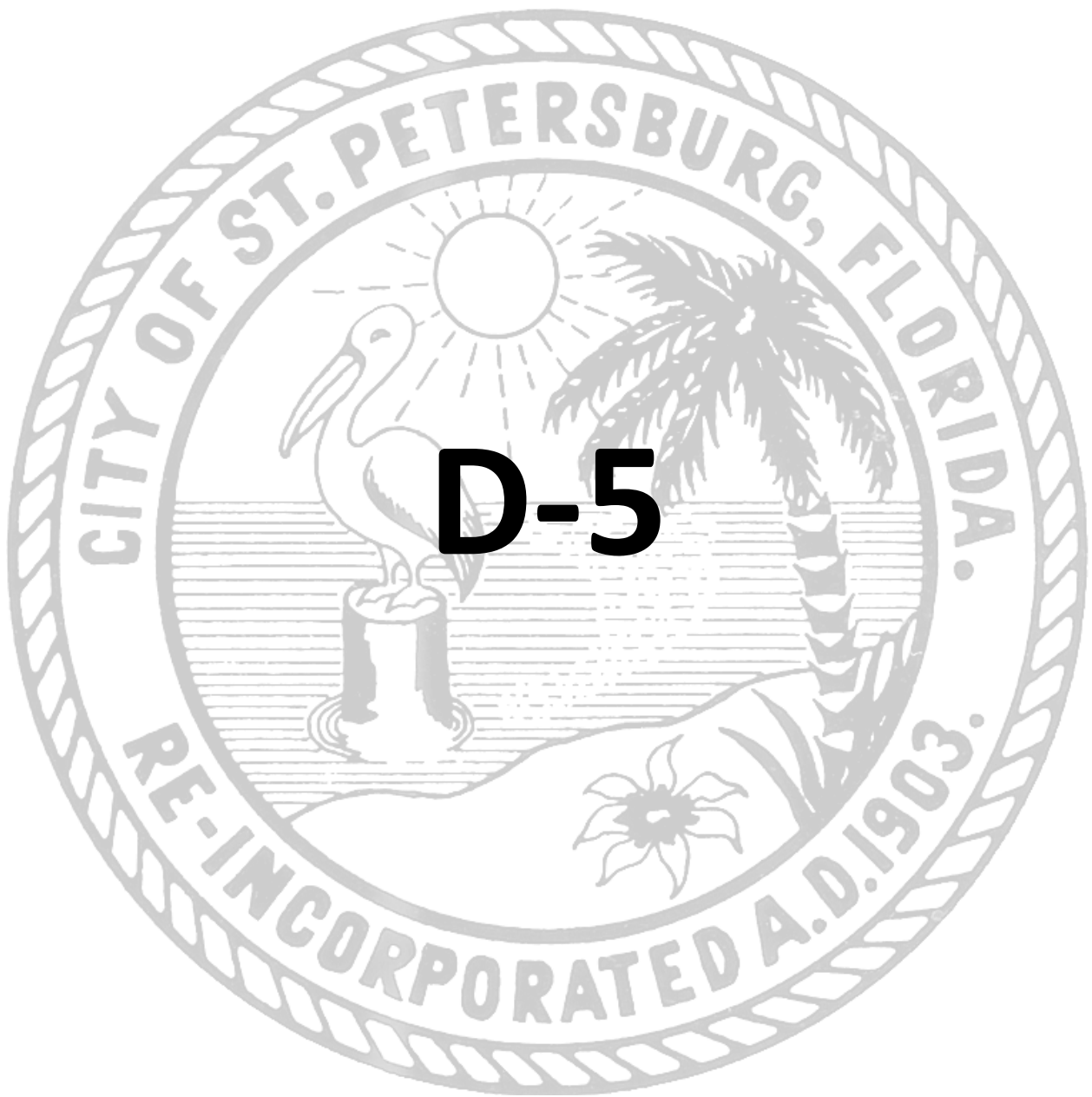
SUBJECT: Distinguished Citizen Award: Hometown Haulers

PRESENTER: Council Member Deborah Figgs-Sanders

SCHEDULE FOR COUNCIL ON: June 11, 2026

Deborah Figgs-Sanders
Council Member, District 5

The following page(s) contain the backup material for Agenda Item: Proclamation ~ Pulse Remembrance Day
Please scroll down to view the backup material.



CITY COUNCIL AGENDA

Presentation Item

DATE: June 4, 2026

TO: The Honorable Members of City Council

SUBJECT: Proclamation ~ Pulse Remembrance Day

PRESENTER: City Council Member Ritchie Floyd

SCHEDULE FOR COUNCIL ON: June 11, 2026

Mayor Kenneth T. Welch

Proclamation

CITY OF ST. PETERSBURG

WHEREAS,

Ten years ago on June 12, 2016, a horrific act of violence at the Pulse nightclub in Orlando, Florida claimed the lives of 49 innocent people and injured dozens more; and

WHEREAS,

The tragedy at Pulse Nightclub was at that time the deadliest mass shooting in modern U.S. history and continues to be the deadliest act of anti-LGBTQ hate violence in modern U.S. history; and

WHEREAS,

Pulse Nightclub served as a place of community, friendship, and belonging. The tragedy deeply impacted the Orlando community, as well as families and communities throughout the State of Florida and the nation; and

WHEREAS,

The Pulse tragedy remains one of the deadliest acts of violence against LGBTQ people in United States history and occurred during Pride month; and

WHEREAS,

In the aftermath of the tragedy, people across Florida and the United States came together in grief, compassion, and solidarity to support survivors, honor the victims with action, recommit to building a world free of anti-LGBTQ hatred, and comfort those affected; and

WHEREAS,

Law enforcement officers, firefighters, emergency medical personnel, healthcare workers, and countless community members responded with extraordinary courage and service in the wake of the attack; and

WHEREAS,

The State of Florida has designated June 12 as "Pulse Remembrance Day" to honor the victims, survivors, families, and all those affected by the attack; and

WHEREAS,

Remembering the lives lost at Pulse provides an opportunity to reflect on the importance of community, public safety, and standing against violence and hatred in all forms.

NOW, THEREFORE, I, Kenneth T. Welch, Mayor of the City of St. Petersburg, Florida, do hereby proclaim Friday, June 12, 2026, as

Pulse Remembrance Day

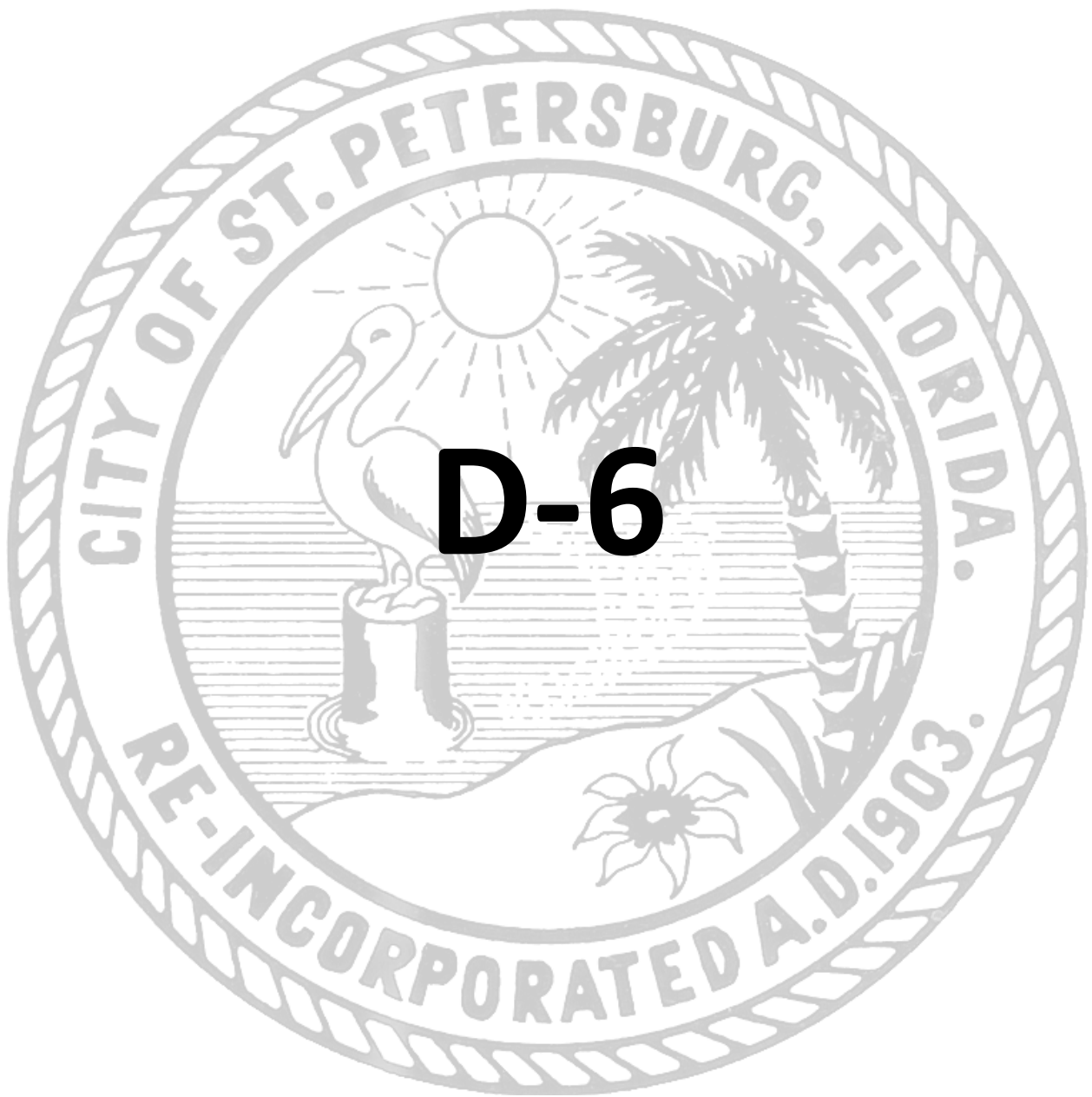
in St. Petersburg, and encourages residents to remember the victims, honor survivors and first responders, and reflect upon the values of compassion, unity, and community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official Seal of the City of St. Petersburg, County of Pinellas, and the State of Florida to be affixed this 11th day of June 2026.



Kenneth T. Welch

The following page(s) contain the backup material for Agenda Item: Proclamation ~ World Ocean Day
Please scroll down to view the backup material.



D-6

CITY COUNCIL AGENDA

Presentation Item

DATE: June 4, 2026

TO: The Honorable Members of City Council

SUBJECT: Proclamation ~ World Ocean Day

PRESENTER: TBD

SCHEDULE FOR COUNCIL ON: June 11, 2026

Mayor Kenneth T. Welch

Proclamation



- WHEREAS,** World Ocean Day provides an opportunity to recognize the vital importance of our oceans, the Gulf of Mexico, and the marine wildlife, coastal communities, and economies that depend on clean, healthy, and resilient waters; and
- WHEREAS,** Residents and visitors of St. Petersburg and the Tampa Bay region cherish the beaches, fisheries, seagrasses, mangroves, recreational opportunities, and marine wildlife of the Gulf of Mexico, which are central to the region's identity, tourism economy, and quality of life; and
- WHEREAS,** Offshore oil and gas exploration, development, and drilling carry inherent risks, including oil spills, leaks, industrialization of marine waters, habitat destruction, and pollution, which could cause significant harm to Florida's coastal economy, natural resources, marine wildlife, and way of life; and
- WHEREAS,** Even the perception of environmental risk associated with offshore drilling can negatively impact tourism, investment, and business development in coastal areas; and
- WHEREAS,** The protection of our coastal environment and economy is a priority for St. Petersburg, and the long-term well-being of our community outweighs the short-term benefits that expanded offshore drilling might offer to the oil and gas industry.

NOW, THEREFORE, I, Kenneth T. Welch, Mayor of the City of St. Petersburg, Florida, do hereby proclaim Thursday, June 11, 2026, as

World Ocean Day

in St. Petersburg, and recognizes World Ocean Day as an opportunity to celebrate and protect our oceans, the Gulf of Mexico, and the marine wildlife and coastal communities that depend on healthy coastal and ocean ecosystems.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official Seal of the City of St. Petersburg, County of Pinellas, and the State of Florida to be affixed this 11th day of June 2026.

A handwritten signature in blue ink that reads "Kenneth T. Welch".

Kenneth T. Welch
Mayor

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



CITY COUNCIL AGENDA

Presentation Item

DATE: June 4, 2026

TO: The Honorable Members of City Council

SUBJECT: Proclamation ~ Caribbean American Heritage Month

PRESENTER: City Council Chair Lisset Hanewicz

SCHEDULE FOR COUNCIL ON: June 11, 2026

Mayor Kenneth T. Welch

Proclamation



WHEREAS,

During Caribbean American Heritage Month, we recognize that Caribbean Americans have been part of the American story for more than 400 years and have contributed greatly to every aspect of our nation, including the economy, healthcare, public service, arts, culture, education, the military, literature, science, and technological innovation; and

WHEREAS,

Caribbean American Heritage Month was first officially recognized by the United States Congress and President George W. Bush in 2006, honoring the friendship between the United States and Caribbean countries, founding father and the first Secretary of the United States Treasury Alexander Hamilton, and the common values and shared history of the United States and Caribbean countries; and

WHEREAS,

The City of St. Petersburg shares those same values, history, cultural, and economic ties to the Caribbean, and has a history recognizing the contributions of Caribbean-Americans, including by naming one of its libraries after James Weldon Johnson, a second-generation immigrant from the Bahamas; and

WHEREAS,

The City of St. Petersburg is proud to join in the national celebration of Caribbean Americans, and welcomes the opportunity to celebrate their rich culture and heritage through food, music, and events that invite people of all backgrounds to experience these cultures and develop a deeper understanding and appreciation of the role Caribbean Americans continue to play our nation and local community; and

WHEREAS,

Caribbean Americans have served as public servants within the City of St. Petersburg and in the community, improving the lives of all residents and are integral to our history, culture, and respective communities, locally and beyond.

NOW, THEREFORE, I, Kenneth T. Welch, Mayor of the City of St. Petersburg, Florida, do hereby proclaim the month of June 2026 as

Caribbean American Heritage Month

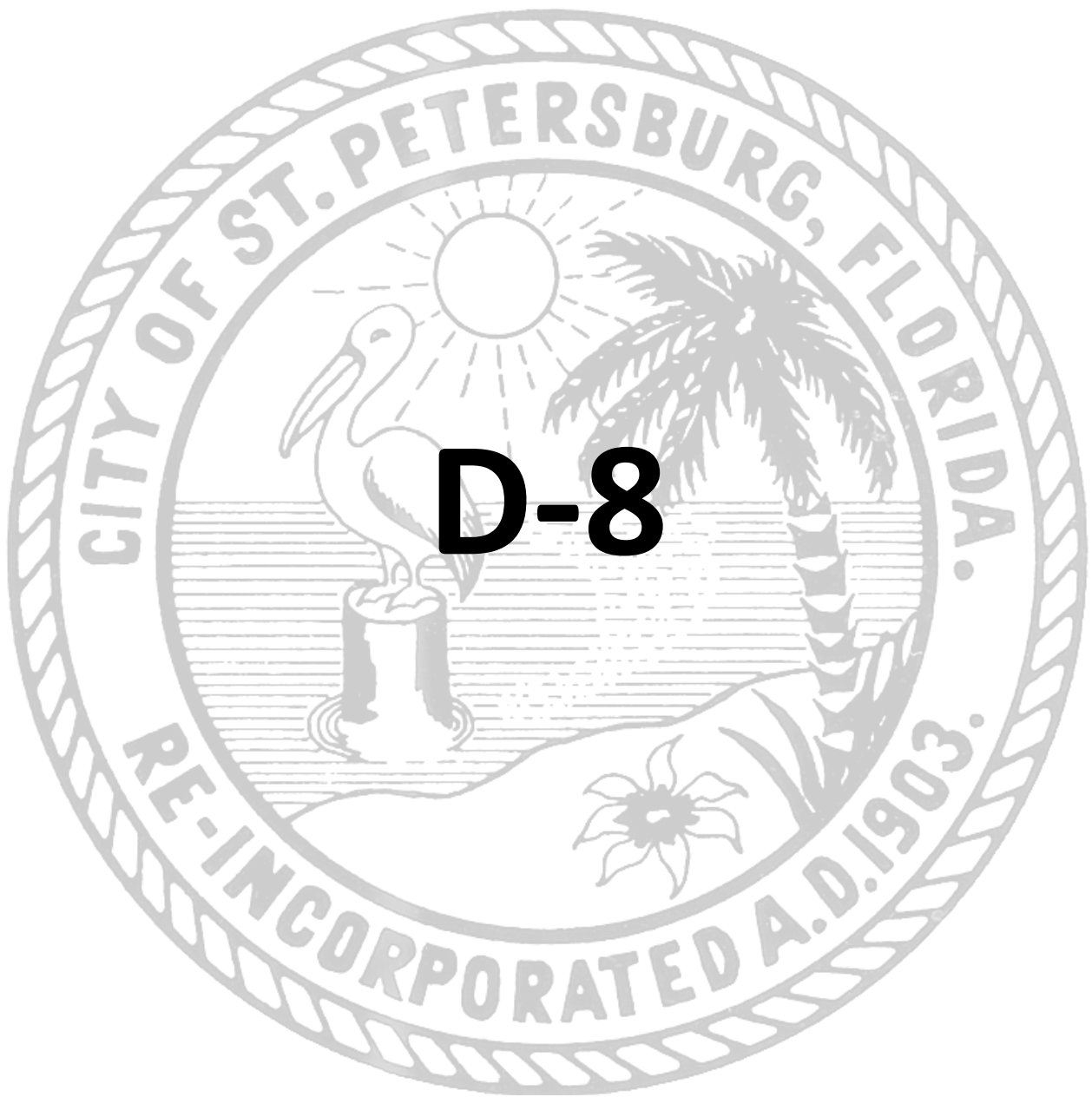
in St. Petersburg, and I also urge citizens, government agencies, institutions, businesses, and schools to celebrate the contributions of Caribbean Americans.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official Seal of the City of St. Petersburg, County of Pinellas, and the State of Florida to be affixed this 11th day of June 2026.

A handwritten signature in blue ink that reads "Kenneth T. Welch".

Kenneth T. Welch

The following page(s) contain the backup material for Agenda Item: Proclamation ~ Inclusive
Family & Faith Month
Please scroll down to view the backup material.



D-8

CITY COUNCIL AGENDA

Presentation Item

DATE: June 9, 2026

TO: The Honorable Members of City Council

SUBJECT: Proclamation ~ Inclusive Family and Faith Month

PRESENTER: City Council Member Corey Givens, Jr.

SCHEDULE FOR COUNCIL ON: June 11, 2026

Mayor Kenneth T. Welch

Proclamation



CITY OF ST. PETERSBURG

- WHEREAS,** Strong families serve as the foundation of thriving neighborhoods and contribute to the social, emotional, and economic well-being of communities throughout the City of St. Petersburg; and
- WHEREAS,** Valued families come in a variety of forms, including those headed by opposite-sex couple, same-sex couple, foster parents, adoptive parents, single parents, and blended families; and
- WHEREAS,** Diverse faith communities, civic organizations, businesses, and community leaders play an important role in supporting families through mentorship, service, education, fellowship, and outreach efforts; and
- WHEREAS,** Family and Faith Month encourages individuals, congregations, organizations, and a diversity of families to participate in activities that strengthen relationships, promote shared values, and foster meaningful connections among generations; and
- WHEREAS,** The observance recognizes the importance of investing in children, supporting parents and caregivers, honoring grandparents and elders, celebrating diversity, and encouraging healthy and resilient family relationships; and
- WHEREAS,** When families are strengthened and communities work together in a spirit of inclusion, service and compassion, the entire city benefits through increased civic engagement, stronger neighborhoods, and a greater sense of belonging; and
- WHEREAS,** The City of St. Petersburg values the contributions of residents, faith communities, and organizations that dedicate their time and resources to uplifting families and creating opportunities for future generations to flourish.

NOW, THEREFORE, I, Kenneth T. Welch, Mayor of the City of St. Petersburg, Florida, do hereby proclaim the month of June 2026 as

Inclusive Family and Faith Month

in St. Petersburg and encourage all residents to recognize the importance of strong families, active community involvement, volunteer service, and opportunities that promote unity, support, and well-being throughout our city.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official Seal of the City of St. Petersburg, County of Pinellas, and the State of Florida to be affixed this 11th day of June 2026.

A handwritten signature in blue ink that reads "Kenneth T. Welch".

Kenneth T. Welch, Mayor

CITY COUNCIL AGENDA

Presentation Item

DATE: June 4, 2026

TO: The Honorable Members of City Council

SUBJECT: Proclamation ~ Faith & Family Month

PRESENTER: City Council Member Corey Givens, Jr.

SCHEDULE FOR COUNCIL ON: June 11, 2026

Mayor Kenneth T. Welch

Proclamation



CITY OF ST. PETERSBURG

- WHEREAS,** Strong families serve as the foundation of thriving neighborhoods and contribute to the social, emotional, and economic well-being of communities throughout the City of St. Petersburg; and
- WHEREAS,** Faith communities, civic organizations, businesses, and community leaders play an important role in supporting families through mentorship, service, education, fellowship, and outreach efforts; and
- WHEREAS,** Faith & Family Month is a community initiative that encourages individuals, congregations, organizations, and families to participate in activities that strengthen relationships, promote shared values, and foster meaningful connections among generations; and
- WHEREAS,** The observance recognizes the importance of investing in children, supporting parents and caregivers, honoring grandparents and elders, and encouraging healthy and resilient family relationships; and
- WHEREAS,** When families are strengthened and communities work together in a spirit of service and compassion, the entire city benefits through increased civic engagement, stronger neighborhoods, and a greater sense of belonging; and
- WHEREAS,** The City of St. Petersburg values the contributions of residents, faith communities, and organizations that dedicate their time and resources to uplifting families and creating opportunities for future generations to flourish.

NOW, THEREFORE, I, Kenneth T. Welch, Mayor of the City of St. Petersburg, Florida, do hereby proclaim the month of June 2026 as

Family & Faith Month

in St. Petersburg and encourage all residents to recognize the importance of strong families, active community involvement, volunteer service, and opportunities that promote unity, support, and well-being throughout our city.

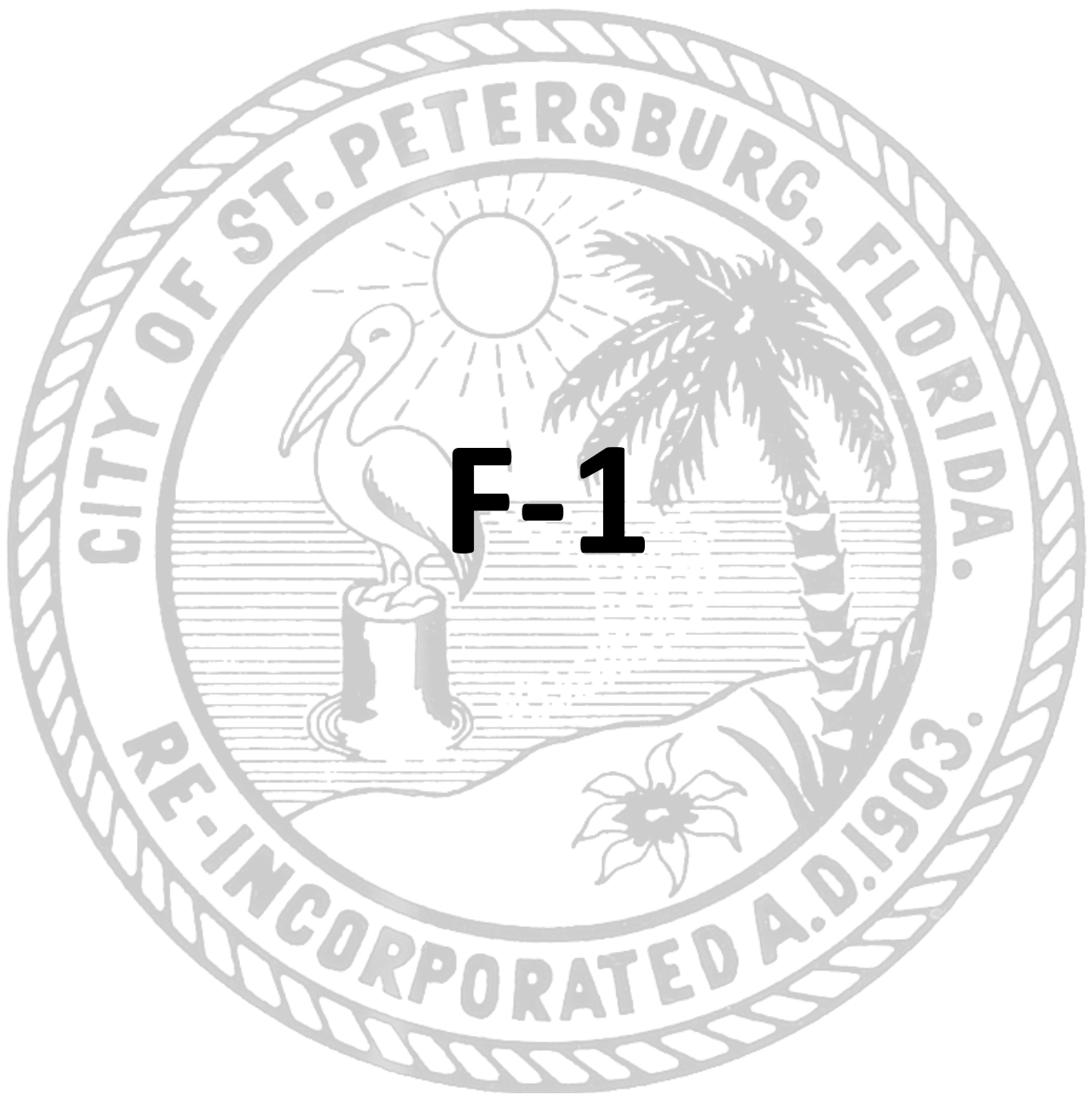
IN WITNESS WHEREOF, I have hereunto set my hand and caused the official Seal of the City of St. Petersburg, County of Pinellas, and the State of Florida to be affixed this 11th day of June 2026.

A handwritten signature in blue ink that reads "Kenneth T. Welch".

Kenneth T. Welch
Mayor

The following page(s) contain the backup material for Agenda Item: A resolution approving funding in an amount not to exceed \$481,852.14 in previously appropriated tax increment financing funds from the south St. Petersburg Redevelopment District Fund to Habitat for Humanity of Pinellas County, Inc for the construction of The Grove Townhomes located in the South St. Petersburg Community Redevelopment Area, subject to certain conditions; finding the expenditure of tax increment financing funds to be consistent with the South St. Petersburg Community Redevelopment Plan; authorizing the city's attorney's office to make non-substantive changes to the funding agreement; providing an effective date.

Please scroll down to view the backup material.



F-1

ST. PETERSBURG CITY COUNCIL

Meeting of June 11th, 2026

TO: The Honorable Lisset Hanewicz, Chair and Members of City Council

SUBJECT: A resolution approving funding in an amount not to exceed \$481,852.14 in previously appropriated tax increment financing funds from the south St. Petersburg Redevelopment District Fund to Habitat for Humanity of Pinellas County, Inc for the construction of The Grove Townhomes located in the South St. Petersburg Community Redevelopment Area, subject to certain conditions; finding the expenditure of tax increment financing funds to be consistent with the South St. Petersburg Community Redevelopment Plan; authorizing the city's attorney's office to make non-substantive changes to the funding agreement; providing an effective date.

PROJECT OVERVIEW: The applicant, Habitat for Humanity of Pinellas County, Inc., has redeveloped the site located at 1805 18th Avenue S, St. Petersburg. The City of St. Petersburg conveyed the site to Habitat in 2023 for \$10, with a contribution value of \$308,500 based on appraisal. Habitat for Humanity completed construction of the project in late 2025 and has closed on the sale of 7 of the 11 units as of late May, 2026, is under contract for the sale of 3 more units expected to close in June, 2026, and has a buyer selected for the final unit, closing date to be determined. The average household income level of all 11 buyers is 70.3% of the Area Median Income (AMI), with levels ranging from 62% of AMI to 78% of AMI. Due to the income levels of the buyers selected for these homes, Habitat for Humanity is unable to cover the cost to develop the project from sales proceeds and is asking the city to provide \$481,852.14 to cover the gap.

Homeowners were provided with a 0% interest fixed-rate mortgage ensuring affordable monthly payments and also received extensive homebuyer education, covering topics such as budgeting, home maintenance, and proper management of a homeowners' association (HOA). Financial barriers were minimized with limited closing costs capped at \$2,000, no down payment requirements, and no private mortgage insurance (PMI).

PROJECT FUNDING: The total project cost was \$3,891,852, making the per unit cost \$353,805. At \$481,852.14, the City of St Petersburg cash subsidy equals \$43,805 per unit.

RECOMMENDATION: Administration recommends approval.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the South St. Petersburg Redevelopment District Fund (1104), Economic and Workforce Development Department, Administration Division (375-2609).

ADMINISTRATION McFoster

BUDGET Patricia Pena

ATTACHMENTS: Illustrations

Location:

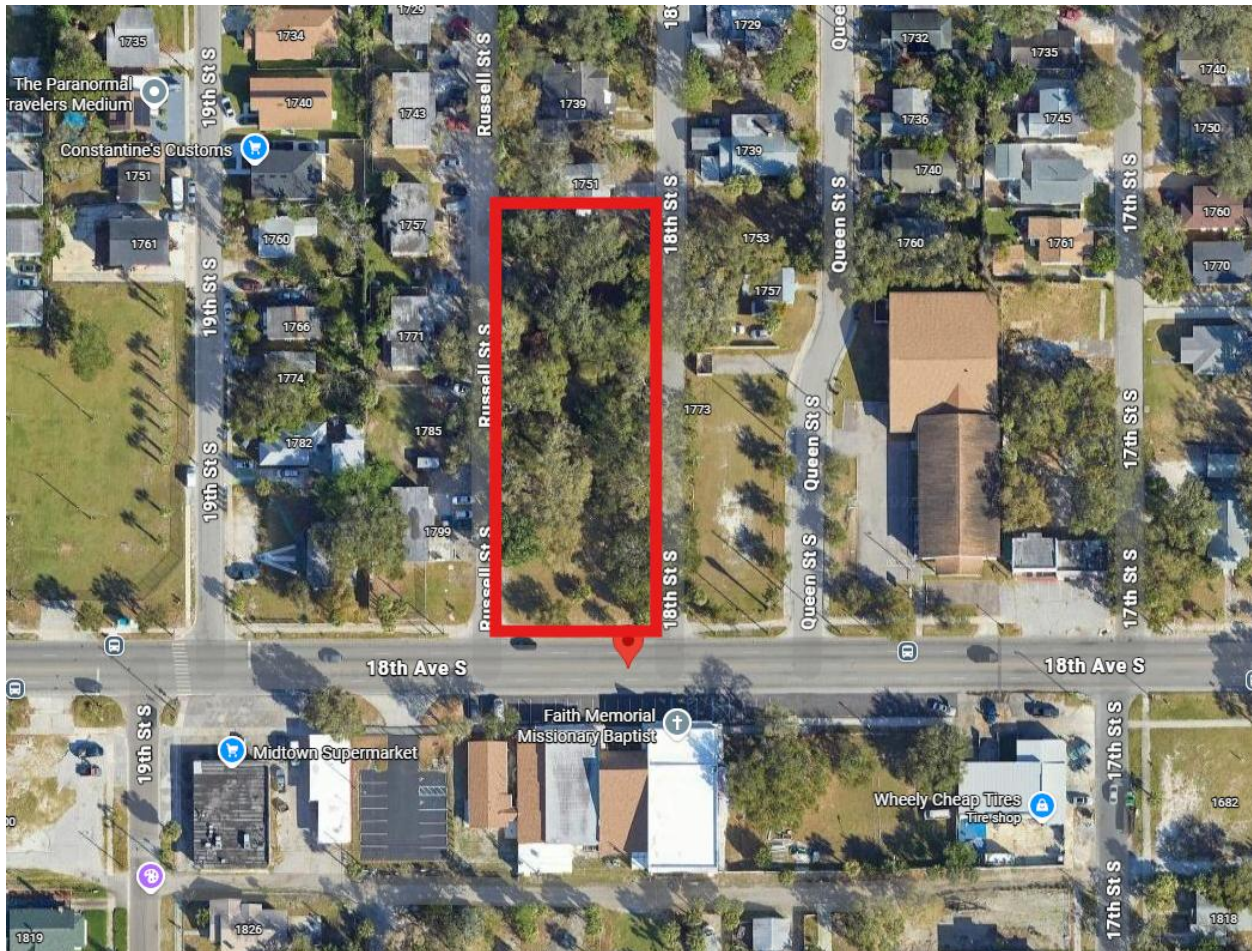


Photo:



RESOLUTION NO. 2026-__

A RESOLUTION APPROVING FUNDING IN AN AMOUNT NOT TO EXCEED \$481,852.14 IN PREVIOUSLY APPROPRIATED TAX INCREMENT FINANCING FUNDS FROM THE SOUTH ST. PETERSBURG REDEVELOPMENT DISTRICT FUND TO HABITAT FOR HUMANITY OF PINELLAS COUNTY, INC. FOR THE CONSTRUCTION OF THE GROVE TOWNHOMES LOCATED IN THE SOUTH ST. PETERSBURG COMMUNITY REDEVELOPMENT AREA, SUBJECT TO CERTAIN CONDITIONS; FINDING THE EXPENDITURE OF TAX INCREMENT FINANCING FUNDS TO BE CONSISTENT WITH THE SOUTH ST. PETERSBURG COMMUNITY REDEVELOPMENT PLAN; AUTHORIZING EXECUTION OF THE FUNDING AGREEMENT AND OTHER DOCUMENTS; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE FUNDING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the SSCRA Plan identified building and maintaining affordable housing as one of the key strategies to revitalize the SSCRA, where 55% of its residents expend more than 30% of their income on housing, which is the threshold percentage for defining unaffordable housing; and

WHEREAS, the City has created an Affordable Housing Redevelopment Loan Program ("Program") to provide funding through various financial vehicles to close financial gaps and incentivize renovation and new construction of affordable single- and multi-family housing in the SSCRA; and

WHEREAS, pursuant to the Program, Habitat for Humanity of Pinellas County, Inc., a Florida not-for-profit corporation ("Habitat"), has requested funding assistance (on a reimbursement basis) for the construction of a for-sale townhome community on that certain real property generally located at 1805 18th Avenue South, St. Petersburg, Florida and bearing Parcel ID. Nos. 25-31-16-68760-000-0230 and 25-31-16-68760-000-0250 (the "Property"), consisting of 11 dwelling units all of which will be affordable to households earning at or below 80% of area median income for the initial sale of each dwelling unit ("The Grove Townhomes"); and

WHEREAS, the Property is located within the SSCRA; and

WHEREAS, the City previously conveyed the Property to Habitat; and

WHEREAS, City administration recommends funding in an amount not to exceed \$481,852.14 in TIF Funds for The Grove Townhomes; and

WHEREAS, at a June 2, 2026 duly noticed public meeting, the Citizen Advisory Committee (“CAC”) for the SSCRA recommended that the St. Petersburg Community Redevelopment Agency (“Agency”) recommends approval of funding in amount not to exceed \$481,852.14 for The Grove Townhomes and makes a finding that expenditure of TIF Funds for The Grove Townhomes is consistent with the SSCRA Plan; and

WHEREAS, at a June 11, 2026 duly noticed public meeting, the Agency made a recommendation to City Council to approve the expenditure of an amount not to exceed \$481,852.14 in TIF Funds for The Grove Townhomes and made a finding that expenditure of TIF Funds for The Grove Townhomes is consistent with the SSCRA Plan; and

WHEREAS, City Council has previously appropriated \$481,852.14 in TIF Funds from the South St. Petersburg Redevelopment District Fund (1104), Economic and Workforce Development Department, Administration Division (375-2609), that can be used for this purpose; and

WHEREAS, the funding provided by this resolution will be subject to certain conditions, including but not limited to, compliance with the declaration of restrictions on the Property, which provides for affordability requirements and other obligations, as set forth in the funding agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of St. Petersburg, Florida, hereby approves funding in an amount not to exceed \$481,852.14 in previously appropriated TIF Funds from the SSCRA within the South St. Petersburg Redevelopment District Fund (1104), Economic and Workforce Development Department, Administration Division (375-2609), to Habitat for the construction of The Grove Townhomes, subject to certain conditions, as described in the above recitals.

BE IT FURTHER RESOLVED that the expenditure of TIF Funds for The Grove Townhomes is consistent with the SSCRA Plan, as described in the above recitals.

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

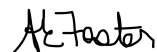
BE IT FURTHER RESOLVED that the City Attorney’s Office is authorized to make non-substantive changes to the funding agreement.

This resolution shall become effective immediately upon its adoption.

LEGAL:


00891345

DEPARTMENT:



FUNDING AGREEMENT

THIS FUNDING AGREEMENT (“Agreement”) is made and entered into on the ____ day of _____, 202__ (**“Effective Date”**) 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 HABITAT FOR HUMANITY OF PINELLAS COUNTY, INC., a Florida not for profit corporation (**“Recipient”**) (collectively **“Parties”**).

RECITALS

WHEREAS, Recipient requested four hundred eighty-one thousand eight hundred fifty-two and 14/100 (\$481,852.14) U.S. Dollars from the City for the development of an eleven (11) unit for-sale townhome community known as “The Grove Townhomes” on that certain real property described on Exhibit A, attached hereto and incorporated herein (the **“Property”**), which includes the new construction of 11 three-bedroom units located on the Property in accordance with the Declaration of Restrictions (as defined herein), which provides for affordability requirements and other obligations (each an **“Affordable Dwelling Unit”** and referred to in the plural as the **“Affordable Dwelling Units”**) (collectively, the **“Development”**); and

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

WHEREAS, the Property is located within the SSCRA; and

WHEREAS, the City desires to utilize a portion of its available TIF funds from the SSCRA to support projects that further the SSCRA’s economic development by improving buildings or sites, decreasing vacancy rates, retaining or creating jobs, creating new residential space, and increasing the supply of affordable housing; and

WHEREAS, the City has created an Affordable Housing Redevelopment Loan Program (**“Program”**) to provide funding through various financial vehicles to close financial gaps and incentivize renovation and new construction of affordable single- and multi-family housing in the SSCRA; and

WHEREAS, Recipient submitted to the City all required information and documentation to request funding through the Program (**“Application”**); and

WHEREAS, upon review of the Application and the representations made therein, the City determined that Recipient is eligible for the funding described in this Agreement for the construction of the Development as required under this Agreement; and

WHEREAS, City Council passed Resolution No. 2026-____ on June 11, 2026, approving the award of TIF funds to Recipient for the construction of the Development, subject to the conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and of the promises and covenants contained herein, the Parties hereto agree as follows:

1. **RECITATIONS:** The above recitations are true and correct and are incorporated herein.
2. **TERM; COMMENCEMENT; EXPIRATION:** The term of this Agreement commences on the Effective Date and ends fifteen (15) years from the date of the last conveyance of an Affordable Dwelling Unit from the Recipient to an initial buyer in accordance with the Declaration of Restrictions, unless earlier terminated as provided herein ("**Term**").
3. **AFFORDABILITY OF UNITS:** Recipient shall ensure that the Development and each Affordable Dwelling Unit complies with that certain Declaration of Restrictions recorded on September 11, 2024, at O.R. Book 22919, Pages 92 – 96 of the Public Records of Pinellas County, Florida, attached hereto and incorporated herein as Exhibit B ("**Declaration of Restrictions**"), which sets forth the affordability requirements and other obligations related to the Property and the Development. In the event of any conflict between this paragraph and the Declaration of Restrictions, the terms and conditions in the Declaration of Restrictions will control. However, the Parties acknowledge that the Declaration of Restrictions includes a recital that contemplates the release of the Declaration of Restrictions and recording of individual declarations for each Affordable Dwelling Unit, but the Parties have mutually agreed to instead not release the Declaration of Restrictions and have the initial buyer of each Affordable Housing Unit duly execute a notarized acknowledgement of receipt of restrictive covenants regarding the Declaration of Restrictions ("**Buyer Acknowledgement**").
4. **CITY FUNDING:**
 - 4.1. As an incentive pursuant to the Program, the City agrees to provide funding to the Recipient on a reimbursement basis of up to forty-three thousand eight hundred four and 74/100 U.S. Dollars (\$43,804.74) per Affordable Dwelling Unit, for a total amount not to exceed four hundred eighty-one thousand eight hundred fifty-two and 14/100 U.S. Dollars (\$481,852.14) for the entire Development. City shall provide payment within thirty (30) days after a written request for payment from Recipient is received by the City, if the following conditions have been satisfied:
 - 4.1.1. Recipient is in compliance with the terms and conditions of this Agreement and the Declaration of Restrictions, in the City's sole and absolute discretion; and
 - 4.1.2. Recipient provides the City with written evidence satisfactory to the City, in the City's sole and absolute discretion, that Recipient has received a final certificate of occupancy for all eleven (11) of the Affordable Dwelling Units on the Property, on or before July 1, 2026; and

- 4.1.3. Recipient provides the City with written evidence satisfactory to the City, in the City's sole and absolute discretion, of Recipient's costs related to the construction of the Development to support the payment request.

5. **REPORTING & MONITORING:**

- 5.1. No later than ninety (90) days after the closing of the conveyance of an Affordable Dwelling Unit from the Recipient to an initial buyer, Recipient shall provide written evidence satisfactory to the City, in the City's sole and absolute discretion, of a buyer income certification report demonstrating compliance with the Declaration of Restrictions, a duly executed Buyer Acknowledgment, and final closing statements for the conveyance.
 - 5.2. Recipient shall furnish City with all additional information, records, reports, and data as may be required by City pertaining to matters of this Agreement in the amount of time requested by the City, in the City's sole and absolute discretion.

6. **INDEMNIFICATION:**

- 6.1. Recipient 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:
 - 6.1.1. The performance of the requirements of this Agreement or the Declaration of Restrictions (including changes and amendments thereto) by Recipient, its employees, agents, representatives, contractors, subcontractors, invitees, or volunteers; or
 - 6.1.2. The failure of Recipient, its employees, agents, representatives, contractors, subcontractors, invitees, or volunteers to comply and conform with any applicable Laws (as defined herein), including but not limited to Florida Public Records Laws (as defined herein); or
 - 6.1.3. Any negligent act or omission of Recipient, its employees, agents, representatives, contractors, subcontractors, invitees, or volunteers, whether or not such negligence is claimed to be either solely that of Recipient, its employees, agents, representatives, contractors, subcontractors, invitees, or

volunteers or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

6.1.4. Any reckless or intentional wrongful act or omission of Recipient, its employees, agents, representatives, contractors, subcontractors, invitees, or volunteers.

6.2. The provisions of this paragraph are independent of, and will not be limited by, any insurance obtained by Recipient and will survive the expiration or earlier termination of this Agreement with respect to any Claims or liability arising in connection with any event occurring prior to such expiration or termination.

6.3. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Recipient pursuant to this Agreement or otherwise obtained by Recipient 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 Recipient of the Claim.

7. INSURANCE:

7.1 Recipient shall maintain the following types and amounts of insurance throughout the Term at its own expense:

7.1.1 Commercial General Liability insurance in an amount of at least One Million Dollars (\$2,000,000) 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.

7.1.2 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.

7.1.3 Property Insurance shall be in place once the construction is completed and accepted by Recipient. Insurance shall provide coverage for named windstorm, flood, and all other perils at replacement cost value.

7.1.4 Fidelity/Crime insurance with a minimum limit of \$2,000,000, including coverage for employee theft and other aspects of Recipient's operations.

7.2 All of Recipient's insurance policies, except Workers' Compensation, shall name the Indemnified Parties as additional insureds.

7.3 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.

- 7.4 Recipient 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, Recipient shall provide copies of current policies with all applicable endorsements.
- 7.5 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 agency acceptable to the City.
- 7.6 If the insurance carried by the Recipient has broader coverage than required in this Agreement, then that broader coverage, including but not limited to additional insured requirements, will be deemed to be the requirement in this Agreement. If the Recipient's insurance limits are greater than the minimum limits set forth herein, then the Recipient's insurance limits will be deemed to be the required limits in this Agreement.
- 7.7 Recipient 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.
- 7.8 The City reserves the right to change or alter the above insurance requirements as it deems necessary.

8. **DISCLAIMERS:** The City makes no representations beyond those specifically made herein, and explicitly makes no representation regarding any actions taken or not taken by the City's building, planning, and housing departments in regard to their usual roles related to the construction of the Development.

9. **DEFAULT; TERMINATION:**

- 9.1. Default by Recipient. If Recipient defaults for any reason in the performance of any of the covenants, terms, or conditions of this Agreement, Recipient shall cure such default within thirty (30) days after receiving written notice of such default from the City. Upon written request from Recipient prior to the expiration of the thirty (30) day curative period, the City, in its sole and absolute discretion, may extend the thirty (30) day curative period provided herein by so much additional time as the City determines is reasonably necessary to cure the default. Recipient's written request for an extension of the thirty (30) day curative period must include documentation demonstrating Recipient commenced to cure the default within the thirty (30) 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 Recipient fails to cure the default within the applicable curative period (i.e., thirty (30) days or an extended curative period if authorized by the City pursuant to this paragraph), the City may terminate this Agreement upon providing Recipient five

(5) business days' prior written notice of the City's intent to terminate (such five (5) day period to commence upon the delivery of such notice). This provision may not be construed to limit any other remedies the City may have at law or in equity.

- 9.2. Default by the City. The City will be in default if the City fails to substantially perform any of its obligations or material defaults on any of its covenants contained in this Agreement and said failure or default continues for a period of thirty (30) days after written notice from Recipient to the City specifying the failure or default. Upon a written request by the City to Recipient 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) Recipient's sole remedy for a default by the City will be to terminate this Agreement upon providing the City five (5) business days' prior written notice of Recipient's intent to terminate (such five (5) day period to commence upon the delivery of such notice).

10. **ASSIGNMENT:**

- 10.1. Consent of the City. Except as otherwise provided by this paragraph, Recipient shall not delegate performance nor assign this Agreement or any of Recipient's rights under this Agreement 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 unauthorized purported delegation or assignment will be null and void and constitutes a default of this Agreement. Any purported involuntary assignment of this Agreement or assignment by operation of law, whether by bankruptcy or insolvency, merger (whether as the surviving or disappearing business entity), consolidation, dissolution, reorganization, transfer of the Property or controlling interest in the Property, or court order effectuating such assignment or any other method, will be null and void and constitutes a default of this Agreement unless such underlying transaction is approved by the City Council, which approval will be in the sole discretion of the City Council. Nothing in this paragraph may be construed to limit Recipient's rights and obligations to convey the Affordable Dwelling Units to initial buyers, as contemplated by this Agreement and the Declaration of Restrictions.
- 10.2. Assumption and Release. Upon a permitted assignment under this paragraph, the assignee shall assume all rights and obligations of Recipient under this Agreement. Any assignee of Recipient, other than residential tenants of units on the Property, shall deliver to the City an assumption agreement in a form reasonably satisfactory to the City within ten (10) days after approval by the City Council of such assignment. Notwithstanding anything to the contrary contained in this Agreement, upon a permitted assignment of this Agreement, in whole or in part, Recipient's

liability will be limited in regards to such assigned rights or responsibilities to any claims that accrued before such assignment of this Agreement, in whole or in part.

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

12. **NO THIRD PARTY BENEFICIARIES:** This Agreement sets forth the agreement between the Parties and all rights and benefits established herein are established solely for the benefit of the Parties and are not intended to establish any rights or benefits in any other person or entity.

13. **SUCCESSORS AND ASSIGNS:** This Agreement is binding on the Parties and their successors and assigns.

14. **NOTICES:** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other must be in writing and will be deemed to be 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. Such address may be changed by written notice to the other party in accordance with this Agreement.

RECIPIENT

Habitat for Humanity of Pinellas County, Inc.
14010 Roosevelt Blvd
Suite 704
Clearwater, Florida 33762
Attention: Michael Sutton

CITY

City of St. Petersburg
Housing & Community Development
P.O. Box 2842
St. Petersburg, Florida 33731-2842
Attention: Director

15. **PERMITS AND LICENSES:** Recipient shall obtain any and all necessary permits, licenses, certifications, and approvals which may be required by applicable Laws or any government agency in connection with Recipient's performance of its obligations under this Agreement. Upon request of the City, Recipient shall provide the City with written evidence of such permits, agreements, certifications, and approvals.

16. **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, Recipient shall comply with applicable laws, including but not limited to safety and building codes and any permit or license requirements. Recipient 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. Recipient shall include such language as the City may require in any agreements with prospective initial buyers of the Affordable Dwelling Units, or any portion thereof, to evidence such requirements.

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

18. **SEVERABILITY:** Should any paragraph or any part of any paragraph of this Agreement be rendered void, invalid, or unenforceable by any court of law for any reason, such determination will not render void, invalid, or unenforceable any other paragraph or any part of any paragraph of this Agreement.

19. **NON-DISCRIMINATION:** Recipient shall not discriminate against anyone in the use of the Property on the basis of race, color, religion, sex, national origin, marital status, age, disability, genetic information, or other protected category.

20. **FAIR HOUSING:** In carrying out this Agreement, the Recipient 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. Recipient and any subcontractor agree to affirmatively further fair housing. This shall not prohibit participation under a state or federal law/program which is specifically designed and operated to assist elderly persons.

21. **BOOKS AND PUBLIC RECORDS:**

20.1 Recipient must maintain financial records related to this Agreement in accordance with this Agreement and generally accepted accounting principles and must comply with Florida laws regarding public records, including but not limited to Chapter 119, Florida Statutes (collectively, “**Florida Public Records Laws**”). Without limiting the generality of the foregoing, Recipient must: (i) keep and maintain complete and accurate books and records related to this Agreement for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies, or the retention period required pursuant to Florida Public Records Laws, whichever is longer, (ii) make all books and records related to this Agreement open to examination, audit and copying by the City

(including but not limited to independent auditors retained by the City) within a reasonable time after a request not to exceed three (3) business days, (iii) at the City's request, provide all electronically stored public records to the City in a format approved by the City, (iv) ensure that any books and records or portions thereof that the City has designated in writing as confidential or proprietary and therefore exempt from disclosure under Florida Public Records Laws are not disclosed except as authorized by applicable Laws for the Term and following the expiration or earlier termination of this Agreement, and (v) comply with all other applicable requirements of Florida Public Records Laws. Recipient's obligations under this paragraph survive the expiration or earlier termination of this Agreement.

20.2 IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA PUBLIC RECORDS LAWS AS TO RECIPIENT'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 3370

22. **CAPTIONS:** Captions are for convenience only and do not control or affect the meaning or construction of any of the provisions of this Agreement.

23. **ENTIRE AGREEMENT; MODIFICATION:** This Agreement, 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 Agreement are enforceable or effective unless in writing and duly executed by the Parties.

24. **SOVEREIGN IMMUNITY:** Nothing contained in this Agreement is intended to nor shall it be construed as a waiver of sovereign immunity by the City, 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.

25. **RECORDATION:** This Agreement may be recorded in the public records by the City, at the City's sole and absolute discretion.

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

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

28. **CITY CONSENT AND ACTION:**

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

28.2. Action. For the purposes of this Agreement, any right of the City to take any action permitted, allowed or required by this Agreement, may be exercised by the Mayor or his 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.

29. **NO WAIVER:** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver may be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement will be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Recipient does not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

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

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

HABITAT FOR HUMANITY OF PINELLAS COUNTY, INC.:

By: _____

Print: _____

Title: _____

CITY OF ST. PETERSBURG, FLORIDA:

By: _____

Print: _____

Title: _____

ATTEST:

(SEAL)

Chan Srinivasa, City Clerk

APPROVED AS TO FORM AND CONTENT:

City Attorney (Designee)
00892791

EXHIBIT A
Property

Legal Description: Lots 23 & 24, Less Road R/W, and Lots 25 & 26, Phoenix Park, as per plat recorded in Plat Book 4, page 19, Public Records of Pinellas County, Florida

Property Appraiser's Parcel Identification Nos. 25-31-16-68760-000-0230 & 25-31-16-68760-000-0250

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

EXHIBIT "B"

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

Property Appraiser's Parcel Identification No.
25-31-16-68760-000-0230 &
25-31-16-68760-000-0250

DECLARATION OF RESTRICTIONS

This Declaration of Restrictions ("Declaration") made this 11th day of SEPT, 2024, by the City of St. Petersburg, Florida, a municipal corporation ("City").

WHEREAS, the City is the owner of that certain real property located in Pinellas County, Florida, described as:

Lots 23 & 24, Less Road R/W, and Lots 25 & 26, Phoenix Park, as per plat recorded in Plat Book 4, page 19, Public Records of Pinellas County, Florida

and bearing Property Appraiser's Parcel Identification Nos. 25-31-16-68760-000-0230 & 25-31-16-68760-000-0250 ("Property"); and

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

WHEREAS, the City is selling the Property to Habitat for Humanity of Pinellas County, Inc., a Florida not for profit corporation ("Habitat"), for a nominal cost in exchange for the Property being developed as and remaining affordable housing during the pendency of this Declaration; and

WHEREAS, the City is accordingly the beneficiary of this restrictive covenant; and

WHEREAS, there are three independent restrictions, as set forth herein, that are wholly independent of each other and may be individually enforced; and

WHEREAS, the City acknowledges that Habitat intends to subdivide the property and sell individual housing units to third-party buyers, and accordingly will release this Declaration and record individual declarations against the new housing units, as set forth herein.

NOW, THEREFORE, the City declares that the Property shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied, subject to the covenants and restrictions

hereinafter set forth expressly and exclusively for the use and benefit of said Property and of each and every personal entity who now or in the future owns any portion or portions of the Property.

Restriction A – Land Use Restriction for Affordability

1. The Property shall be used as a site for affordable and workforce housing as provided for herein.
2. "Restriction A" shall be the terms and conditions contained in Paragraphs 1-5 of this Declaration.
3. Habitat shall sell any and all housing units (each a "Unit") constructed on the Property to an individual or family at or below 80% of the area median income ("AMI") as defined by the as defined by the Florida Housing Finance Corporation's State Housing Initiatives Partnership Program ("SHIP") Program. This requirement only applies to the initial sale of a Unit. Any subsequent sale shall only be governed by Restriction C.
4. Habitat shall provide documentation regarding the income eligibility of each Unit's initial buyer to the City of St. Petersburg Housing and Community Development Department prior to closing on the Unit. The City shall be obligated to approve or deny such eligibility within fifteen (15) days of receipt of such request for approval by any party.
5. Because Habitat's obligations under Restriction A go to the essence of its agreement with the City, and that any failure to abide by these restrictions will result in damages to the City that are extremely difficult and impractical to ascertain and fix as actual damages, under known and anticipated facts and circumstances, for which the City's remedies at law will not be adequate in the event of breach. Therefore, Habitat shall be liable for and shall pay to the City, as the City's sole and exclusive remedy, Fifty Thousand Dollars and no/100 (\$50,000.00) per Unit that is sold or conveyed inconsistent with this Restriction A, as fixed, agreed and acknowledged as reasonable liquidated damages, not as a penalty, if Restriction A, Paragraph 3, as set forth in this Declaration is violated.

Restriction B – Development Timelines

6. "Restriction B" shall be the terms and conditions contained in Paragraphs 6-11 of this Declaration.
7. By December 1, 2024, Habitat shall commence construction of the project. Commencement of construction of the development shall be defined as the completed preparation of the Property for immediate pouring of foundation footers, including but not limited to complete excavation of the ground to accommodate all foundation and footer pours for not less than ten (10) individual Units.
8. By July 1, 2026, Habitat shall complete construction of the Units identified in Paragraph 7, as certified by a certificate of occupancy the individual residential housing units.
9. All time periods set forth in Restriction B shall be tolled for the length of any actual delay incurred by Habitat caused by a Force Majeure. A "Force Majeure" for purposes of this paragraph shall be defined as a fire, flood, earthquakes, hurricanes, tidal waves, tornadoes,

wind storms, "named storms", act of God, war, terrorism, riot, national emergency, sabotage, civil disturbance, strike, labor dispute, pandemic, epidemic, governmental act, law, ordinance, rule, order or regulation, embargoes, failure of transportation, strikes, shortage of labor or materials, lockouts and labor disputes, which are not the fault of and are beyond the control of Habitat. For the avoidance of doubt, "Force Majeure" shall not include (1) financial distress or the inability of Habitat to make a profit or avoid a financial loss; (2) changes in market prices; or (3) Habitat financial inability to perform its obligations hereunder. When the City and Habitat mutually agree in writing the Habitat claims that it has been affected by the event of a Force Majeure in accordance with this paragraph, the time periods set forth in Restriction B shall be tolled, to the extent that those obligations are affected by the event of the Force Majeure, from the date of the event of Force Majeure (provided that Habitat provides written notice to City of such event within ten (10) business days after the occurrence of such event) until cessation of that event of Force Majeure (or the consequences thereof). Habitat's notice of the occurrence of such event shall include the reasons for and the nature of the delay caused by the event. Habitat shall also provide notice that the applicable Force Majeure event has ceased to cause a delay, within 10 business days after the cessation of the delay caused by each such event; provided, however, that Habitat's failure to provide such notice shall not constitute a default hereunder. If one or more events of Force Majeure overlap, the time periods set forth in this Paragraph 9 shall be tolled only for the longest period of the overlapping events of Force Majeure (i.e., such events shall run concurrently, not consecutively). Habitat shall use commercially reasonable efforts to resume, with the shortest possible delay, compliance with obligations under this Agreement. Notwithstanding the foregoing, in no event shall the total amount of time that the time periods set forth in this Restriction be tolled due to Force Majeure events exceed a total of one hundred-twenty (120) calendar days.

10. The Mayor and Habitat may mutually agree to extend any time period contained in Restriction B for a period of not more than 90 days.
11. Because Habitat's obligations under Restriction B go to the essence of its agreement with the City, and that any failure to abide by these restrictions will result in actual damages to the City, Habitat shall be liable for and shall pay to the City, as the City's sole and exclusive remedy, Three Hundred and Eight thousand and five hundred Dollars and no/100 (\$308,500.00) (which is the average of the appraised fair market value at the time of the execution of the Agreement for Sale and Purchase of the Property) as the total, fixed, agreed upon damages, if Restriction B, Paragraphs 7 and 8, as set forth in this Declaration are violated.

Restriction C – Subsequent Purchasers

12. "Restriction C" shall be the terms and conditions contained in Paragraphs 12- 15 of this Declaration.
13. Any and all Unit constructed on the Property shall be sold as and occupied by an individual or family at or below 120% AMI of the area median income ("AMI") as defined by the "SHIP Program, which AMI standards are promulgated annually for the term of this

Restriction C, except as provided for herein for the initial sale of the Unit by Habitat to its purchaser.

14. Any subsequent purchaser shall provide documentation regarding income eligibility to the City of St. Petersburg Housing and Community Development Department prior to selling its Unit. The City shall be obligated to approve or deny such eligibility within fifteen (15) days of receipt of such request by any party.
15. These restrictions shall remain in effect for a period of fifteen (15) years beginning on the date of the conveyance of each unit by Habitat to an approved purchaser.

RELEASES

16. Upon completion of construction and in preparation of selling a Unit to a subsequent purchaser following compliance with the obligations in Restriction A, Habitat may provide a written request to the City for a recordable release of the obligations contained in Restriction C as to Habitat and the City shall promptly record such a release pursuant to the terms herein. Such request shall include all information necessary or convenient for the City, in the City's sole determination, to ensure compliance with this Declaration and to draft such a release. Upon receipt of such written request and related information, and provided the City determines it is compliance with this Declaration, the City shall have thirty (30) days to provide (i) a recordable release of the parcel containing the individual housing unit from this Declaration and (ii) a new declaration of restrictions specific to the portion of the Property which contains only the terms and conditions contained in Restriction C. Habitat shall insure the new declaration of restriction is recorded on the subject parcel prior to or concurrently with the sale of such parcel.
17. Habitat may request a limited release of the terms and conditions contained in Restriction A and Restriction B upon completion of the requirements contained therein, as determined by the City in its discretion.

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[Signature Page to Follow]

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

WITNESSES TO CITY:

Witness Signature

Marie N. Charles

Print

175 5th St. St. Petersburg, FL 33701

Address of Witness

Witness Signature

Rita K. Wesley

Print

175 5th Avenue North
St. Petersburg, FL 33701

Address of Witness

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 9th day of September, A.D. 2024, by Robert Gerdes, as City Administrator of the City of St. Petersburg, Florida, a municipal corporation, existing under the laws of the State of Florida, on behalf of the corporation. He is personally known to me, or provided _____ as identification and appeared before me at the time of notarization.

Notary Public - State of Florida

Paul J. Traci

Notary Signature

Paul J. Traci

CITY OF ST. PETERSBURG, FLORIDA

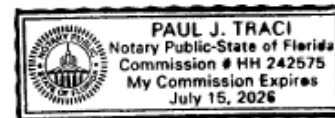
By:

Robert Gerdes
As Its: City Administrator
Address: P.O. Box 2842
St. Petersburg, Florida 33731

ATTEST:

By:

Chandrasa Srinivasa, City Clerk



APPROVED AS TO FORM AND CONTENT:

Isabell Sobel
City Attorney (Designee)

By: Isabell Sobel
Assistant City Attorney

00763430

Habitat for Humanity

The Grove- 11 units
1805 18th Ave S.



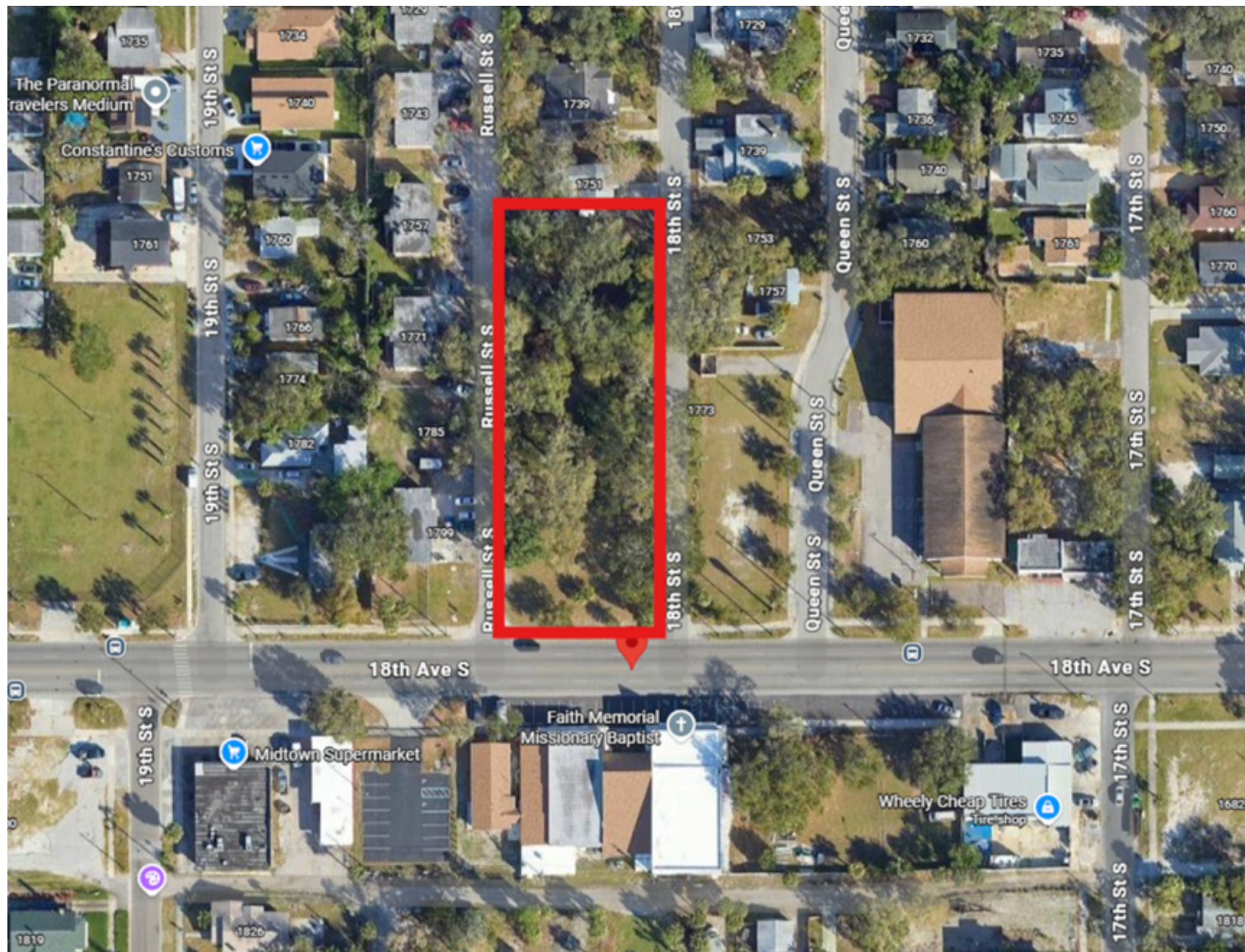


Project Description

- Developer has constructed 11 units at 1805 18th Ave. S. All units are 3-bedroom, 2.5 bathroom for-sale townhomes, and are restricted to buyers with household income of 80% of Area Median Income (AMI) or less.
- Habitat for Humanity completed construction of the project in late 2025 and has closed on the sale of 7 of the 11 units as of late May 2026, is under contract for the sale of 3 more units expected to close in June 2026, and has a buyer selected for the final unit, closing date to be determined



Project Location





Project Photo





Project Basics

Total Project Cost (TPC)	Total Cost Per Unit	City Funds Requested/Awarded	City Funds Per Unit Total	City Funds Per Aff/WFH Unit	City Funds As % Of TPC
\$ 3,891,852.00	\$ 353,805	\$ 481,852.14	\$ 43,805	\$ 43,805	12%



Financing Plan

- Developer has constructed the homes using self financing and will fully recoup the cost through buyers purchase price, SSCRA Down Payment Assistance, and the requested \$481,852.14 gap funding.
- The average household income level of all 11 buyers is 70.3% of the Area Median Income (AMI), with levels ranging from 62% of AMI to 78% of AMI. Due to the income levels of the buyers selected for these homes, Habitat for Humanity is unable to cover the cost to develop the project from sales proceeds and is asking the city to provide \$481,852.14 to cover the gap.

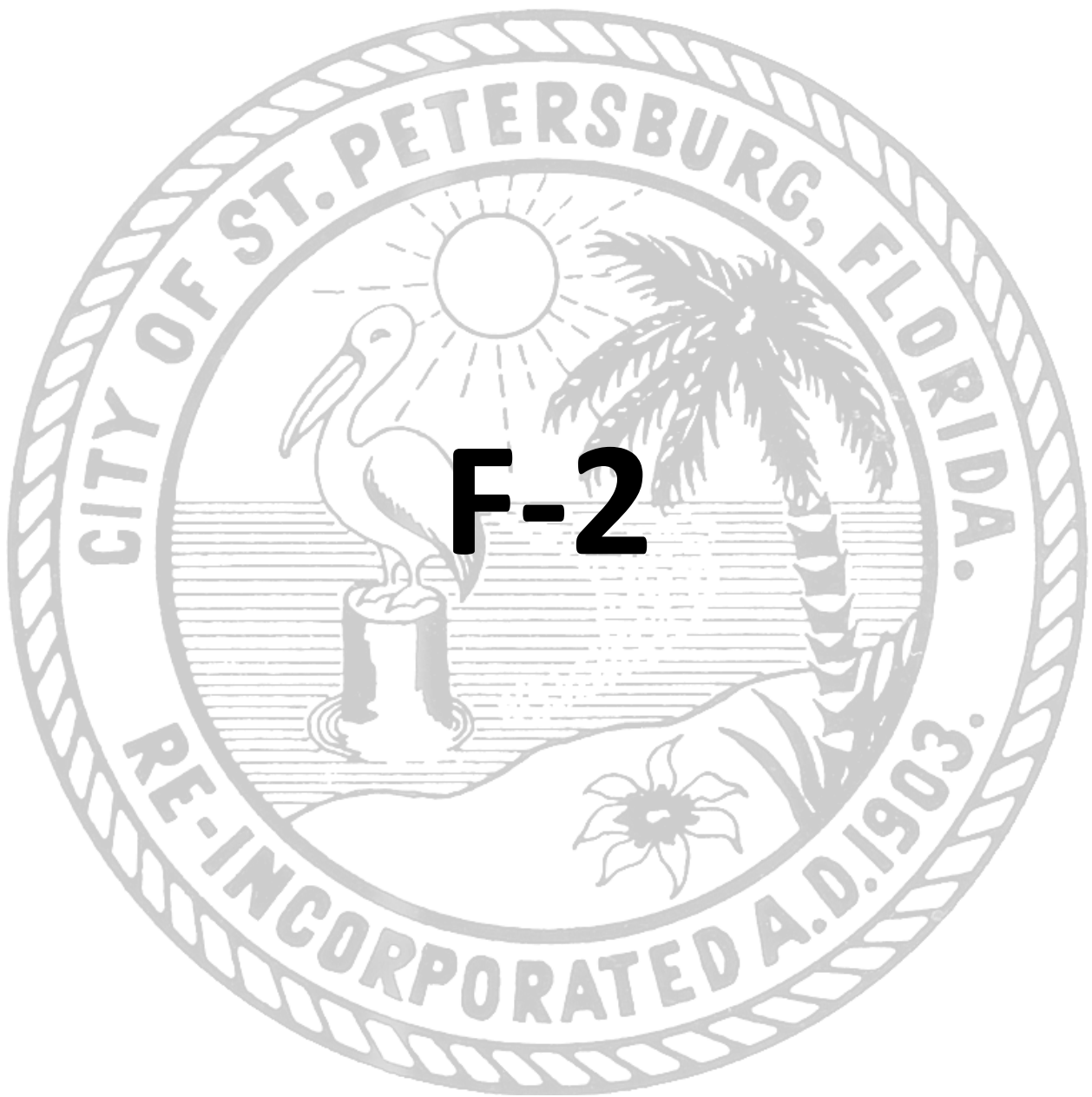


Staff Request

- Staff recommends approval of the funding request.

The following page(s) contain the backup material for Agenda Item: A resolution of the City Council of the City of St. Petersburg, Florida, delegating authority to the Mayor or his designee to execute Residential Recovery and Elevation Program grant agreements and all other program documents; and providing an effective date.

Please scroll down to view the backup material.



F-2

ST. PETERSBURG CITY COUNCIL

Consent

Meeting of June 11, 2026

TO: The Honorable Lisset Hanewicz, Chair, and Members of City Council

SUBJECT: A resolution of the City Council of the City of St. Petersburg, Florida, delegating authority to the Mayor or his designee to execute Residential Recovery and Elevation Program grant agreements and all other program documents; and providing an effective date.

EXPLANATION: In June of 2025, City Council approved the Community Development Block Grant- Disaster Recovery Action Plan related to funding allocated to the City by the U.S. Department of Housing and Urban Development (“HUD”) for Hurricanes Idalia and Helene. On September 4, 2025, the City and BDO Government Services, LLC (“BDO”) (formerly HORNE LLP) entered into a consulting services agreement for BDO to provide program management and implementation support to the City for its Sunrise St. Pete initiative, which includes support for the Residential Recovery and Elevation Program (“RREP”). An eligible applicant under the RREP can receive up to \$375,000 for work on the eligible applicant’s storm-impacted property to make such property decent, safe and sanitary. In order to receive such grant funding for work on the eligible applicant’s storm-impacted property, the eligible applicant must enter into grant agreement with the City and execute other project documents including a mortgage and promissory note. In lieu of City Council approving all RREP grant agreements over \$100,000, Administration is requesting that City Council delegate authority to the Mayor or his designee to execute RREP grant agreements and all other program documents, which will allow BDO and Administration to efficiently administer this program.

RECOMMENDATION: Administration recommends approval of the attached resolution delegating authority to the Mayor or his designee to execute Residential Recovery and Elevation Program grant agreements and all other program documents; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the CDBG-DR Fund (1118) Strategic Initiatives and Grants Department, Sunrise St. Pete Division (255-1788).

ATTACHMENTS: Resolution

APPROVALS:

Administrative: McFoster Budget: Noah Caprio

RESOLUTION 2026-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA, DELEGATING AUTHORITY TO THE MAYOR OR HIS DESIGNEE TO EXECUTE RESIDENTIAL RECOVERY AND ELEVATION PROGRAM GRANT AGREEMENTS AND ALL OTHER PROGRAM DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in June 2025, City Council approved the Community Development Block Grant- Disaster Recovery Action Plan related to funding allocated to the City of St. Petersburg, Florida (“City”) by the U.S. Department of Housing and Urban Development (“HUD”) for Hurricanes Idalia and Helene; and

WHEREAS, on September 4, 2025, the City and BDO Government Services, LLC (“BDO”) (formerly HORNE LLP) entered into a consulting services agreement for BDO to provide program management and implementation support to the City for its Sunrise St. Pete initiative, which includes support for the Residential Recovery and Elevation Program (“RREP”); and

WHEREAS, an eligible applicant under the RREP can receive up to \$375,000 for work on the eligible applicant’s storm-impacted property to make such property decent, safe and sanitary in accordance with HUD Housing Quality Standards; and

WHEREAS, in order to receive such grant funding for work on the eligible applicant’s storm-impacted property, the eligible applicant must enter into grant agreement with the City and execute other project documents including a mortgage and promissory note; and

WHEREAS, in lieu of City Council approving all RREP grant agreements over \$100,000, Administration is requesting that City Council delegate authority to the Mayor or his designee to execute RREP grant agreements and all other program documents; and

WHEREAS, such delegation will allow BDO and Administration to efficiently administer this program; and

WHEREAS, Administration requests approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED that, the City Council of the City of St. Petersburg, Florida, hereby delegates authority to the Mayor or his designee to execute Residential Recovery and Elevation Program Grant Agreements and all other program documents.

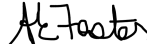
This Resolution shall become effective immediately upon its adoption.

LEGAL:



00892824.docx

ADMINISTRATION:



The following page(s) contain the backup material for Agenda Item: Respectfully requesting a referral to the Committee of the Whole (“COW”) or the Budget, Finance, and Taxation (“BFT”) Committee for a report on possible funding mechanisms for public safety services, including the option of establishing dedicated police and fire service assessments, should the Florida Legislature proceed with placing a proposed constitutional amendment eliminating homestead property taxes on the November 2026 ballot. (Chair Hanewicz)
Please scroll down to view the backup material.



G-1

CITY COUNCIL AGENDA

NEW BUSINESS ITEM

TO: Members of City Council

DATE: June 1, 2026

COUNCIL DATE: June 11, 2026

RE: Referral to the Committee of the Whole or the Budget, Finance, and Taxation Committee for a Report on Possible Public Safety Funding Mechanisms including Potential Police and Fire Service Fees

ACTION DESIRED:

Respectfully requesting a referral to the Committee of the Whole (“COW”) or the Budget, Finance, and Taxation (“BFT”) Committee for a report on possible funding mechanisms for public safety services, including the option of establishing dedicated police and fire service assessments, should the Florida Legislature proceed with placing a proposed constitutional amendment eliminating homestead property taxes on the November 2026 ballot.

Lisset Hanewicz
Council Chair, District 4

The following page(s) contain the backup material for Agenda Item: Respectfully requesting City Council approval of a resolution opposing any state legislation that discriminates against people based on sexual orientation, gender identity, or any other protected identity or characteristic. (Vice-Chair Floyd)

Please scroll down to view the backup material.



G-2

CITY COUNCIL AGENDA

NEW BUSINESS ITEM

TO: Members of City Council

DATE: June 4, 2026

COUNCIL DATE: June 11, 2026

RE: A Resolution Opposing State Legislation that Discriminates Against
People Based on Sexual Orientation, Gender Identity, or Any Other
Protected Identity or Characteristic

ACTION DESIRED:

Respectfully requesting City Council approval of a resolution opposing any state legislation that discriminates against people based on sexual orientation, gender identity, or any other protected identity or characteristic.

ATTACHMENT:

Proposed Resolution

Richie Floyd
Council Vice-Chair, District 8

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF ST. PETERSBURG CITY COUNCIL AFFIRMING OPPOSITION TO STATE LEGISLATION THAT DISCRIMINATES AGAINST PEOPLE BASED ON SEXUAL ORIENTATION, GENDER IDENTITY, OR ANY OTHER PROTECTED IDENTITY OR CHARACTERISTIC; AFFIRMING THE CITY'S COMMITMENT TO DIGNITY, SAFETY, SOCIAL WELL-BEING, AND ECONOMIC SECURITY FOR ALL; ENCOURAGING ALL ORGANIZATIONS TO ADOPT INCLUSIVE POLICIES AND PRACTICES THAT ENSURE TRANSGENDER AND LGBTQ+ INDIVIDUALS CAN SAFELY ACCESS SUPPORT SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg believes that every person deserves dignity, safety, and the freedom to live without fear of discrimination; and

WHEREAS, laws passed at the state level have real, material consequences for people in our city, impacting people's access to healthcare, housing, employment, education, and overall well-being; and

WHEREAS, recent actions by the State of Florida, including legislation that disproportionately impacts LGBTQ+ people, particularly transgender members of our community, create barriers to care, expression, and full participation in society; and

WHEREAS, these actions by the State of Florida have included efforts to restrict access to and criminalize gender-affirming healthcare, including hormone replacement therapy (HRT), despite this healthcare being standardized care and lifesaving for many patients; and

WHEREAS, state actions have contributed to mental health crises for transgender youth and economic instability for young people and their families, including families considering relocation from the State of Florida due to concerns for their children's safety and well-being; and

WHEREAS, many LGBTQ+ residents nationwide experiencing homelessness face discrimination in shelters via denial of services or unsafe conditions because of their gender identity and/or sexual orientation; and

WHEREAS, the City of St. Petersburg recognizes that access to safe shelter for residents experiencing homelessness and the City's support of gender affirming healthcare and essential public services are key to public health and human dignity; and

WHEREAS, legislation restricting discussion of LGBTQ+ identities and experiences in schools and public institutions contributes to stigma, censorship, and discrimination against students, educators, workers, and families; and

WHEREAS, these policies harm not just individuals but also weaken our entire community, making it harder for everyone to thrive together within our city; and

WHEREAS, St. Petersburg's strength comes from our working people coming from diverse communities and from a shared commitment to taking care of one another; and

WHEREAS, the City cannot be welcoming to all while remaining silent as our neighbors and visitors are singled out and harmed by state policy; and

WHEREAS, the City advocates for the interests of its residents, especially those most impacted by discrimination; and

WHEREAS, the City has a responsibility to make use of our public resources in ways that protect vulnerable residents and uphold fair treatment for all individuals; and

WHEREAS, the City recognizes its responsibility to grant public funds to shelters that are inclusive for all.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida:

1. That the City of St. Petersburg opposes any state legislation that discriminates against people based on sexual orientation, gender identity, or any other protected identity or characteristic;
2. That the City of St. Petersburg recognizes such legislation as harmful, not only to LGBTQ+ residents, but to the broader economic stability, public health, and social well-being of our community;
3. That the City calls on state leaders to reject policies that divide working people and instead support policies that expand access to healthcare, housing, education, and economic opportunity for all Floridians;
4. That the City affirms its commitment to ensuring residents, including LGBTQ+ residents and unhoused individuals, can access city-supported services free from discrimination, harassment, or exclusion;
5. That the City encourages all organizations to adopt inclusive policies and practices that ensure transgender and LGBTQ+ individuals can safely access shelter, housing assistance, and supportive services regardless of their gender identity expression;

6. That the City Council encourages all organizations receiving City support for shelter services to provide private sleep, shower, and changing facilities with locking doors for people who credibly self-identify as facing elevated risk of violence or harassment, alongside other reasonable safety accommodations. Relevant risk factors include, but are not limited to, having a presentation that differs from traditional expectations of masculinity or femininity, as well as age, disability, family status, past victimization, and other individual circumstances linked to vulnerability;
7. That the City affirms its commitment to being a place where all people, especially those historically marginalized, can live and work while maintaining dignity; and
8. That this resolution be shared with state officials to make clear that St. Petersburg stands with its residents and will not remain silent in the face of discrimination.

This resolution is effective immediately upon its adoption.

LEGAL:

A handwritten signature in blue ink that reads "Sarah Tucker".

City Attorney (Designee)

00894866

The following page(s) contain the backup material for Agenda Item: Respectfully requesting City Council approval of a resolution recognizing the City of St. Petersburg as the location of the 1528 landing of the Panfilo De Narvaez expedition; recognizing the national historical significance and the upcoming 500th anniversary of this event.
Please scroll down to view the backup material.



G-3

CITY COUNCIL AGENDA

NEW BUSINESS ITEM

TO: Members of City Council

DATE: June 5, 2026

COUNCIL DATE: June 11, 2026

RE: A Resolution Recognizing the City of St. Petersburg as the Location of the
1528 Landing of the Panfilo De Narvaez Expedition

ACTION DESIRED:

Respectfully requesting City Council approval of a resolution recognizing the City of St. Petersburg as the location of the 1528 landing of the Panfilo De Narvaez expedition; recognizing the national historical significance and the upcoming 500th anniversary of this event.

ATTACHMENT:

Proposed Resolution

Copley Gerdes
Council Member, District 1

RESOLUTION NO. 2026 - _____

A RESOLUTION RECOGNIZING THE CITY OF ST. PETERSBURG AS THE LOCATION OF THE 1528 LANDING OF THE PÁNFILO DE NARVÁEZ EXPEDITION; RECOGNIZING THE NATIONAL HISTORICAL SIGNIFICANCE AND THE UPCOMING 500TH ANNIVERSARY OF THIS EVENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 267.074, *Fla. Stat.*, authorizes the State Historical Marker Program; and

WHEREAS, in 2020, Florida Historical Marker F-1128 (“Marker F-1128”) was erected for the Jungle Prada site located on Boca Ciega Bay in the City of St. Petersburg’s Jungle Prada de Narváez Park in St. Petersburg, Florida; and

WHEREAS, sponsored in part by the Florida Department of State, Marker F-1128 conveys a detailed history and identifies the Jungle Prada site as a Florida Heritage Site; and

WHEREAS, from circa 1000 to 1700 C.E., the indigenous Tocobaga people inhabited a village whose remnants feature in the Jungle Prada site, including a 900-foot-long midden mound of the refuse of shellfish harvested from Boca Ciega Bay; and

WHEREAS, according to Marker F-1128, archaeologists hypothesized that the micco (chief) lived in a dwelling atop the 12-foot-high platform mound overlooking the plaza, which may have served as a ceremonial area, at the Jungle Prada site; and

WHEREAS, on April 15, 1528, an expedition led by Pánfilo de Narváez (the “Narváez Expedition”) came ashore on the west coast of Florida, initiating one of the earliest recorded inland explorations of what is now the United States; and

WHEREAS, Marker F-1128 recognizes the Jungle Prada site as being in the general vicinity to the landing of the Narváez Expedition when Pánfilo de Narváez and 300 men departed on an ill-fated overland trek, walking to the Pacific Ocean over the next 8 years; and

WHEREAS, the men of the Narváez Expedition became the first Europeans and African to cross North America; and

WHEREAS, the only 4 men to survive the trek from the Jungle Prada site to Mexico were Estevanico, Álvaro Núñez Cabeza de Vaca, and Captains Andrés Dorantes de Carranza and Alonso del Castillo Maldonado, finally returning to Spanish civilization in 1536; and

WHEREAS, Estevanico is widely recognized as one of the first Black explorers of North America; and

WHEREAS, Álvar Núñez Cabeza de Vaca published *La Relación* in 1542 chronicling the journey of the expedition and producing one of the most consequential survival journeys in early American history and the first published account describing the interior of North America; and

WHEREAS, Captains Andrés Dorantes de Carranza and Alonso del Castillo Maldonado jointly commanded one of the ships of the Narváez Expedition; and

WHEREAS, the year 2028 will mark the 500th anniversary of the Narváez Expedition.

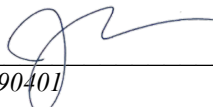
NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that City Council recognizes that the 1528 landing of the Narváez Expedition occurred within the present-day boundaries of the City of St. Petersburg on Boca Ciega Bay.

BE IT FURTHER RESOLVED that this Council recognizes the national historical significance of this event as the beginning of one of the earliest explorations of North America.

BE IT FURTHER RESOLVED that this Council acknowledges the upcoming 500th anniversary of the expedition in 2028 and encourages appropriate historical recognition and public awareness.

This Resolution shall become effective immediately upon its adoption.

LEGAL:



00890401

The following page(s) contain the backup material for Agenda Item: June 4, 2026 Budget, Finance, and Taxation Committee Action Item
Please scroll down to view the backup material.



H-1

COUNCIL COMMITTEE REPORT ACTION ITEM

TO: Members of City Council

DATE: June 5, 2026

COUNCIL DATE: June 11, 2026

RE: June 4, 2026 Budget, Finance, and Taxation Committee Action Item –
Shortlist for the FY 2026 Management Evaluation of the Billing and
Collections Department to two offerors, AECOM Technical Services, Inc.,
and Baker Tilly Advisory Group, LP.

ACTION DESIRED:

Respectfully requesting City Council approval of the shortlist of proposals for the FY 2026 Management Evaluation of the Billing and Collections Department to two offerors, AECOM Technical Services, Inc., and Baker Tilly Advisory Group, LP.

Council Member Copley Gerdes
Committee Chair
Budget, Finance, and Taxation Committee

The following page(s) contain the backup material for Agenda Item: Resolution approving an increase in the not to exceed amount of the engagement letter with Lang & Raffa, P.A. from \$12,500 to \$22,500 for the firm to continue to provide work and services related to the homeowners association for the Deuces Townhome Development.
Please scroll down to view the backup material.



I-1

MEMORANDUM

TO: The Honorable Lisset Hanewicz Chair, and Members of City Council

FROM: Macall Dyer, Managing Assistant City Attorney 

DATE: Meeting of June 11, 2026

SUBJECT: Increase in the not to exceed amount of the Engagement Letter with Lang & Raffa, P.A.

On February 16, 2023, City Council confirmed the appointment of Lang & Raffa, P.A. to provide legal services related to the preparation of homeowners' association documents for the Deuces Townhome Development for a not to exceed amount of \$12,500. Administration and the City Attorney's Office desire to increase the not to exceed amount of the engagement letter from \$12,500 to \$22,500 in order for the firm to continue to provide work and services related to the homeowners' association for the Deuces Townhome Development.

Funding for this increase has been previously appropriated in the Tax Increment Financing Capital Improvement Fund (3005) and the Housing Capital Improvements Fund (3001), Deuces T/H & Comm Development Project (18286).

If you have any questions, please feel free to contact me.

Attachments: Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF
ST. PETERSBURG, FLORIDA APPROVING AN
INCREASE IN THE NOT TO EXCEED AMOUNT
OF THE ENGAGEMENT LETTER WITH LANG
& RAFFA, P.A. FROM \$12,500 TO \$22,500; AND
PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to City Council approval on February 16, 2023, the City Attorney's Office retained Lang & Raffa, P.A. to provide legal services related to the preparation of homeowners' association documents for the Deuces Townhome Development for a not to exceed amount of \$12,500; and

WHEREAS, Administration and the City Attorney's Office desire to increase the not to exceed amount of the engagement letter from \$12,500 to \$22,500 in order for the firm to continue to provide work and services related to the homeowners' association for the Deuces Townhome Development; and

WHEREAS, funding for this increase has been previously appropriated in the Tax Increment Financing Capital Improvement Fund (3005) and the Housing Capital Improvements Fund (3001), Deuces T/H & Comm Development Project (18286).

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that an increase in the not to exceed amount of the engagement letter with Lang & Raffa, P.A. from \$12,500 to \$22,500 is hereby approved.

This Resolution shall become effective immediately upon its adoption.

LEGAL:


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The following page(s) contain the backup material for Agenda Item: Resolution confirming the appointment by the Mayor of Bryant Miller Olive P.A. as Special Legal Counsel for the City of St. Petersburg to provide legal advice and services on various funding and finance related matters associated with potential reduction in ad valorem revenue for an initial amount not to exceed \$25,000.

Please scroll down to view the backup material.



I-2

MEMORANDUM

TO: The Honorable Lisset Hanewicz, Chair and Members of City Council

FROM: Macall Dyer, Managing Assistant City Attorney 

DATE: Meeting of June 11, 2026

SUBJECT: Approving the Retention of Bryant Miller Olive P.A.

In accordance with the City Charter regarding the retention of special legal counsel to represent the City of St. Petersburg, the City Attorney has recommended to the Mayor and he has approved the retention of Bryant Miller Olive P.A. (“BMO”) to provide legal advice and services on various funding and finance related matters associated with potential reduction in ad valorem revenue for an initial not to exceed amount of \$25,000.

Funding for this retention has been previously appropriated in the General Fund (0001), Legal Department, Legal Division (030-1009).

If you have any questions, please feel free to contact me or Jackie Kovilaritch.

Attachments: Resolution and Scope of Services Engagement Letter

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COUNCIL OF ST. PETERSBURG, FLORIDA CONFIRMING THE APPOINTMENT OF BRYANT MILLER OLIVE P.A. AS SPECIAL LEGAL COUNSEL TO PROVIDE LEGAL ADVICE AND SERVICES ON VARIOUS FUNDING AND FINANCE RELATED MATTERS ASSOCIATED WITH POTENTIAL REDUCTION IN AD VALOREM REVENUE FOR AN INITIAL AMOUNT NOT TO EXCEED \$25,000; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Attorney's Office desires to retain Bryant Miller Olive P.A. ("BMO") to provide legal advice and services on various funding and finance related matters associated with potential reduction in ad valorem revenue for an initial amount not to exceed \$25,000; and

WHEREAS, the City Attorney has recommended to the Mayor the retention of BMO to provide such services; and

WHEREAS, funding for this retention has been previously appropriated in the General Fund (0001), Legal Department, Legal Division (030-1009).

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that this Council hereby confirms the appointment by the Mayor of Bryant Miller Olive P.A. as Special Legal Counsel for the City of St. Petersburg to provide legal advice and services on various funding and finance related matters associated with potential reduction in ad valorem revenue for an initial amount not to exceed \$25,000.

This Resolution shall become effective immediately upon its adoption.

LEGAL:



00894460.doc

Bryant Miller Olive

Attorneys at Law
400 N. Tampa Street
Suite 1600
Tampa, FL 33602
Tel 813.273.6677
Fax 813.223.2705
www.bmolaw.com

June 3, 2026

VIA E-MAIL

Macall D. Dyer, Esq.
Managing Assistant City Attorney
City of St. Petersburg, Florida
Macall.Dyer@stpete.org

Re: Scope of Services and Fee Cap for special legal counsel to provide legal advice and services on various funding and finance related matters associated with potential reduction in ad valorem revenue pursuant to Bond Counsel Retainer Agreement dated April 21, 2017

Dear Macall:

You have asked us to provide the City with special public finance legal services pursuant to Section 3 of the subject Agreement. As required by Section 3(B) of such Agreement, the proposed scope of services is to provide legal advice and services on various funding and finance related matters associated with potential reduction in ad valorem revenue. The hourly rates are set forth on Exhibit A to such Agreement. As required by Section 3(C) of such Agreement, the not-to-exceed amount of fees, costs and expenses related to this matter is \$25,000.00, absent further written authorization by you. If you authorize the foregoing, please do so by accepting the same with your signature below. We appreciate the continued opportunity to serve the City of St. Petersburg, Florida.

BRYANT MILLER OLIVE P.A.



Christopher B. Roe, Shareholder

Accepted this ____ day of _____, 2026.

FOR:
CITY OF ST. PETERSBURG, FLORIDA

By: _____
Name: Macall D. Dyer
Title: Managing Assistant City Attorney

The following page(s) contain the backup material for Agenda Item: A resolution authorizing the Mayor or his designee to accept a second allocation of Emergency Solutions Grant special allocation of Rapid Unsheltered Survivor Housing (RUSH) disaster funds in the amount of \$2,328,301 from the U.S. Department of Housing and Urban Development (HUD) and execute all documents necessary to effectuate the acceptance of the funds; approving a supplemental appropriation in the amount of \$2,328,301 from the increase in the unappropriated balance of the Emergency Solutions Grant Fund (1112), resulting from these additional revenues, to the Housing and Community Development Department, Administration Division (082-1089); and providing an effective date. Please scroll down to view the backup material.



J-1

ST. PETERSBURG CITY COUNCIL
Public Hearing
Meeting of June 11, 2026

TO: The Honorable Lisset Hanewicz, Chair, and Members of City Council

SUBJECT: A resolution authorizing the Mayor or his designee to accept a second allocation of Emergency Solutions Grant special allocation of Rapid Unsheltered Survivor Housing (RUSH) disaster funds in the amount of \$2,328,301 from the U.S. Department of Housing and Urban Development (“HUD”) and execute all documents necessary to effectuate the acceptance of the funds; approving a supplemental appropriation in the amount of \$2,328,301 from the increase in the unappropriated balance of the Emergency Solutions Grant Fund (1112), resulting from these additional revenues, to the Housing and Community Development Department, Administration Division (082-1089); and providing an effective date.

EXPLANATION: As authorized by 42 U.S. C. 11364a(c)(1), HUD’s Office of Special Needs Assistance Programs (SNAPS) made a special allocation of the Emergency Solutions Grants (ESG) funding to the City of St. Petersburg to address the needs of homeless individuals or families or individuals or families at risk of homelessness in areas affected by a major disaster declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S. 5121 et seq.) on or after December 20, 2019. This second allocation of “Rapid Unsheltered Survivor Housing” (RUSH) funded under the ESG Program is in response to the President’s major disaster declaration dated September 28, 2022, DR-480288-FL, for Hurricane Helene, October 11, 2024, DR-4234-FL, Hurricane Milton and Federal Emergency Management Agency’s (FEMA) determination that these disasters were severe enough to activate its TSA program.

RECOMMENDATION: Administration recommends City Council approve the attached resolution authorizing the Mayor or his designee to accept Rapid Unsheltered Survivor Housing (RUSH) disaster funds in the amount of \$2,328,301 from the U.S. Department of Housing and Urban Development (“HUD”); 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 \$2,328,301 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.

Based on service prioritization of needs, identified by the Pinellas Continuum of Care, the City will utilize RUSH funds from HUD to support activities under Street Outreach, Emergency Shelter, Transitional Housing, Rapid Re-Housing, Rapid Resolution/Diversion, and Homelessness Prevention.

COST/FUNDING/ASSESSMENT INFORMATION: Revenues of \$2,328,301 received from U.S. Department of Housing and Urban Development (“HUD”) will be deposited into the Local Housing Assistance Fund (1019). Funds will be available after the approval of a supplemental appropriation in the amount of \$2,328,301 from the increase in the unappropriated balance of the Emergency Solutions Grant Fund (1112) resulting from these additional revenues to the Housing and Community Development Department, Administration Division (082-1089).

Attachment: Resolution

APPROVALS:

Administration: McFoster Budget: Emily Rapchak

Resolution No. 2026-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO (I) ACCEPT A SECOND ALLOCATION OF EMERGENCY SOLUTIONS GRANT SPECIAL ALLOCATION OF RAPID UNSHELTERED SURVIVOR HOUSING (RUSH) DISASTER FUNDS IN THE AMOUNT OF \$2,328,301 FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND (II) EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE ACCEPTANCE OF THESE FUNDS; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$2,328,301 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE EMERGENCY SOLUTIONS GRANT FUND (1112), RESULTING FROM THESE ADDITIONAL REVENUES, TO THE HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT, ADMINISTRATION DIVISION (082-1089); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City was previously allocated \$1,000,000 in Emergency Solutions Grant (ESG) special allocation of “Rapid Unsheltered Survivor Housing” (RUSH) funds under the ESG Program in response to the President’s major disaster declaration dated September 28, 2024, DR-480288-FL, for Hurricane Helene, October 11, 2024, DR-4234-FL, Hurricane Milton and Federal Emergency Management Agency’s (FEMA) determination that these disasters were severe enough to activate its TSA program; and

WHEREAS, on April 16, 2026, the Mayor was informed that the City was awarded a second allocation of RUSH funds under the ESG program, in the amount of \$2,328,301 to be used to continue to address the needs of individuals who were experiencing homelessness or were at risk of homelessness prior to Hurricanes Helene and Milton; and

WHEREAS, this funding will be available after approval of a supplemental appropriation in the amount of \$2,328,301 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

WHEREAS, the Administration recommends approval of this resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor or his designee is authorized to (i) accept a second allocation of Emergency Solutions Grant special allocation of Rapid Unsheltered Survivor Housing (RUSH) Disaster Funds in the amount of \$2,328,301 from the U.S. Department of Housing and Urban Development and (ii) execute all documents necessary to effectuate the acceptance of these funds.

BE IT FURTHER RESOLVED, that there is hereby approved from the increase in the unappropriated balance of the Local Housing Assistance Fund (1019), resulting from these additional revenues, the following supplemental appropriation for FY26:

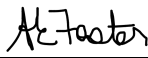
<u>Emergency Solutions Grant Fund (1112)</u>	
Housing and Community Development Department,	
Administration Division (082-1089)	\$2,328,301

This Resolution shall become effective immediately upon its adoption.

Approvals:



Legal 00891297 final



Administration



Budget

The following page(s) contain the backup material for Agenda Item: Ordinance 638-H. An ordinance of the City of St. Petersburg, amending the City Code to revise Section 26-168 and create a new section 26-169 to be entitled Neighborhood Resident Only Parking Areas; renumbering current section 26-169 to Section 26-174; providing severability; and providing an effective date. Please scroll down to view the backup material.



J-2

MEMORANDUM
Council Meeting of June 11, 2026

TO: The Honorable Lisset Hanewicz, Chair and Members of City Council

FROM: Evan Mory, Transportation & Parking Management Director

SUBJECT: An ordinance of the City of St. Petersburg, amending the City Code to revise Section 26-168 and create a new section 26-169 to be entitled Neighborhood Resident Only Parking Areas; renumbering current section 26-169 to Section 26-174; providing severability; and providing an effective date.

EXPLANATION: At the April 9, 2026, PS&I committee meeting, a vote of the members advanced the Ordinance to full City Council for consideration. At the meeting of May 28, 2026, City Council passed the first reading and scheduled the second reading for June 11, 2026.

An ordinance establishing residential permit parking areas was initially passed in 1992 and included areas between 5th Avenue North to 5th Avenue South, generally east of 7th Street (Zones 1A and 1B). The primary purpose of that ordinance was to provide residents with longer-term on-street parking options downtown despite regulatory restrictions (e.g. time limits) designed to increase turnover of parking spaces for the benefit of short-term retail parkers and other commercial businesses.

Subsequently, in response to increasing densities and activities moving westward, Zones 2 and 3 were created, which extend west to 16th and 22nd Streets, respectively. These zones function exactly like the first two in terms of rules and eligibility.

In 2018 and 2019, due to overflow from downtown, a new Zone 4 was established and subsequently expanded for the Old Northeast Neighborhood (Old NE) between 5th Avenue North and 9th Avenue North. The same strategy of limiting parking duration for all except those with a permit or their guests was employed to curtail overflow parking of employees and visitors whose destination was outside the neighborhood.

While parking intrusion into neighborhoods began with downtown overflow, in more recent years there has been and continues to be overflow parking occurring into neighborhoods from adjacent commercial activity in other parts of the city, which the draft Ordinance could address.

Businesses continue to open and expand along various commercial corridors, major roadways, and in pockets along lower-volume roadways in the City, while neighborhoods continue to experience challenges with overflow customer and employee parking. There are also some cleanup changes proposed for the existing code, and the fee increase as

previously discussed from \$15 to \$30 annually is included, as shown in cross through and underline.

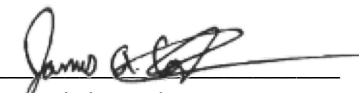
The draft ordinance includes new section 26-169 allowing Neighborhood Resident Only Parking Areas (NROPA) and is summarized as follows: A petition process would be required, with 2/3 support, similar to traffic calming petitions, to demonstrate resident support before the city would consider implementing a new NROPA. A successful petition would result in a parking study to determine that the proposed area is significantly impacted by motor vehicles owned by non-residents. The determination considers whether the area is at or approaching capacity during certain times, and if the high capacity is primarily created by residents, or by others so that it can be determined if a NROPA would induce availability. To ensure consistency in the review of each request, the ordinance creates certain thresholds. To determine the significantly impacted test, a more than 75% occupied threshold is set. Additionally, 25% or more of the existing vehicles observed would have to be owned by people not living in the vicinity of the proposed area which would demonstrate a significant amount of overflow and likelihood that restrictions would free up parking for adjacent residents.

If the above-described criteria are met, then the proposed area would be eligible for posting of resident parking only after being approved by City Council through the ordinance amendment process. If the area is within an area with an active neighborhood association, staff would attempt to obtain a support statement from such association for Council's consideration.

RECOMMENDATION: Recommended City Council Action: 1) Conduct the 2nd reading and public hearing of the attached proposed ordinance. Administration recommends approval.

Attachment: Ordinance
Presentation

Approvals:


Administration

05/28/2026
Date


Legal

5/21/26
Date

**AN ORDINANCE OF THE CITY OF ST.
PETERSBURG, AMENDING THE CITY
CODE TO REVISE SECTION 26-168 AND
CREATE A NEW SECTION 26-169 TO BE
ENTITLED NEIGHBORHOOD RESIDENT
ONLY PARKING AREAS; RENUMBERING
CURRENT SECTION 26-169 TO SECTION 26-
174; PROVIDING FOR SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.**

THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN

SECTION 1. Section 26-168. Residential parking permits of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 26-168. Residential parking permits.

(a) It is hereby found and declared:

- (1) That there exists within certain residential areas of the City, a heavy concentration of vehicles during certain times of the day which prevents residents within those areas from having reasonable access to their homes.
- (2) That the presence of these vehicles causes vehicular congestion on residential streets, impedes the movement of traffic and unduly restricts travel of residents within the area.
- (3) That to help alleviate these conditions the City will, when it deems advisable to do so, establish "time-limited parking zones" as that term is hereinafter defined, within these areas.
- (4) That the establishment of time-limited parking zones, while helping to remedy the conditions mentioned in subsection (1) and (2) of this section, causes a hardship for those residents who own vehicles and ~~do not have the ability to~~ cannot secure off-street parking.
- (5) That establishment of residential permit parking areas (RPPA) will help alleviate this hardship and by doing so will aid in the preservation of the character of these areas as residential neighborhoods and the preservation of property values.
- ~~(6) That by aiding in such preservation, these areas will be less likely to deteriorate to a blighted condition.~~
- ~~(67)~~ That the creation of RPPAs serves a public purpose and is necessary to promote the health, safety and welfare of the inhabitants of the City.
- ~~(78)~~ That the City's ~~residential~~ neighborhood traditional districts contain small, grandfathered commercial buildings and residences which have been converted into small businesses that may also be affected by heavy concentration of vehicles parking in the RPPA.

- (89) That RPPA restrictions may unintentionally limit access to property of small business owners causing an undue burden on such owners while the purpose of the RPPA is to limit the over-abundance of parking in a residential area by drivers whose destination is outside the area.
- (940) That RPPA restrictions impact not only immediately adjacent property owners but may also adversely impact the ability of residents to park near their home when they live adjacent to an RPPA but have traditionally not been qualified to purchase a permit for the adjacent RPPA.
- (b) For the purposes of this section:
- (1) *Residential areas* shall mean a contiguous or nearly contiguous area containing public streets or parts thereof primarily abutted by residential property or residential and non-business property such as schools, parks, churches, hospitals, and nursing homes. A residential area ~~shall~~ should contain at least one-half of a City block bordered by three public streets, and, if there is an alleyway, also by an alleyway.
 - (2) ~~The~~ Residential permit parking area ~~or~~ (RPPA) shall mean a residential area where the conditional residential permit parking system is in effect. Such areas are designated in subsection (d) of this section.
 - (3) *Resident vehicle* shall mean a motor vehicle owned or leased by a person residing in the RPPA, or residing within one block of the boundary of an RPPA when the location and site conditions of the residence requires parking in the RPPA. “Residing in” shall be proven by vehicle registration and driver’s license address. For the purposes of this section, resident vehicle shall also apply to a motor vehicle owned or leased by the owner of a small business located within any part of an RPPA zoned Neighborhood Traditional. Students living in an RPPA zone may qualify as a resident by showing their student ID and another document demonstrating living in an RPPA zone such as a lease or utility bill, without having their Driver’s License and Registration changed to the local address.
 - (4) *Residential permit parking system* shall mean the system of providing for residential parking permits and the regulation of parking within an RPPA as delineated in this section.
 - (5) *Time-limited parking zone* means a parking zone or area where the POD has established a time limit for parking and appropriate signs have been erected delineating such time limits
 - (6) The *residential ~~permit parking permit sticker~~ (RPPS)* shall mean an identification sticker or digital identification number issued to a resident of an RPPA by the POD in accordance with the provisions of this section.
- (c) In each RPPA the following regulations shall apply:
- (1) A resident of an RPPA, upon submitting an application to the POD and upon meeting the requirements of this section and regulations promulgated pursuant to this section, shall be issued by the POD ~~an RPPS for a~~ the resident's vehicle(s). An application for a RPP may not be approved for any applicant with delinquent parking citations.

- (2) An annual fee of ~~\$15.00~~ \$30.00 shall be submitted with each ~~sticker~~ application to cover the administrative costs of the program. An RPPS, even though issued to an individual, remains the property of the City. The individual may retain possession of the RPPS provided it is used in accordance with this section and the regulations promulgated pursuant to this section.
- (3) The RPPS shall be effective for ~~a calendar~~ one year dating from the date of issuance, and must be renewed for each subsequent ~~calendar~~ year, and is only valid for the vehicle for which it has been issued.
- (4) Unless City signs clearly indicate to the contrary and subject to the conditions contained in ~~section (a)(8)~~ of this section, a vehicle parked in an RPPA which has a valid RPPS for that RPPA ~~affixed to the vehicle~~ in accordance with the regulations of this section shall not be in violation for overtime parking by virtue of parking for a period of time in excess of that allowed pursuant to the signage of a time-limited parking area.
- (5) The POD shall develop and implement regulations governing the conditional residential parking system, which regulations must conform with the provisions of this section.
- (6) An RPPS issued to a small-business owner in a Neighborhood Traditional zoning district shall not include the issuance of visitor parking permits ~~guest passes~~.
- (7) Lost or stolen residential parking permits and visitor parking permits may be replaced only upon the payment of a fee of \$30.00 per lost permit to the POD.
- (d) The RPPS shall not be valid under the following conditions:
 - (1) For locations of on-street parking spaces posted for a parking time limit of less than two hours.
 - (2) Within any City-operated off-street parking facility.
 - ~~(3) At any location or parking space for which there is a paid parking fee.~~
 - (34) For on-street parking spaces within the area between and including both sides of 1st Avenue North and 1st Avenue South from the east side of 1st Street to Dr. Martin Luther King, Jr. Street.
- (e) The following conditional residential parking permit areas and their boundaries are hereby established as follows:
 - (1) ~~Core area~~, Zone 1-A. 5th Avenue North to the centerline of Central Avenue between Bayshore Drive and the centerline of 7th Street North.
 - (2) ~~Core area~~, Zone 1-B. The centerline of Central Avenue to 5th Avenue South between Bayshore Drive and the centerline of 7th Street South.
 - (3) ~~Dome area~~, Zone 2. Burlington Avenue North to 5th Avenue South between the centerline of 7th Street and the centerline of 16th Street, together with 9th Street between 5th Avenue North and Burlington Avenue North.
 - (4) ~~Dome area~~, Zone 3. Burlington Avenue North to 5th Avenue South between 22nd Street and the centerline of 16th Street.

- (5) ~~Northeast area~~, Zone 4. 3rd Street North to the centerline of Beach Drive Northeast between 9th Avenue North and 5th Avenue North, but not including parking on any portion of 5th Avenue North.

The RPPA area shall include both sides of the street, drive or avenue listed as a boundary unless the area description clearly indicates to the contrary. Not every space within an RPPA will be signed for RPPA exemption, such as spaces in an RPPA zone that immediately abut a retail use, or spaces included in subsection (d) above.

- (f) *Revocation of an RPPS.* For any of the following reasons, an RPPS may be revoked by the POD after providing notice to the RPPS holder of the reasons for such revocation and providing an opportunity for the RPPS-holder to respond to the POD:
- (1) Providing false information when applying for the ~~€~~RPPS.
 - (2) Using or allowing the use of the RPPS in a way that violates any of the provisions of this section or of any of the provisions of the regulations promulgated pursuant to this section.
 - (3) Failing to pay a traffic citation which has then been transferred to a collections agency.
- (g) *RPPS Confiscation.* If an RPPS is affixed to a vehicle for which it was not issued, it may be immediately and summarily removed from the vehicle by order of the POD. Such confiscation immediately voids the RPPS.
- (h) *Loss of right to RPPS.* If an RPPS issued to an individual for a resident vehicle is revoked or confiscated pursuant to this section, then that individual or anyone residing in the same residence with that individual shall not be permitted to apply for an RPPS for a two-year period unless good cause can be shown that the act resulting in the confiscation or revocation was unintentional.

SECTION 2. The St. Petersburg City Code is hereby amended to renumber Section 26-169 to Section 26-174. Motor vehicles to be wholly parked in marked spaces; parking of more than one motorcycle to be wholly parked in marked spaces.

SECTION 3. The St. Petersburg City Code is hereby amended to create a new Section 26-169 to read as follows:

Sec. 26-169. Neighborhood Resident Only Parking Areas

- (a) *Petition for Neighborhood Resident Only Parking Areas.* In order for the POD to evaluate a new NROPA, at least two-thirds (2/3) of the households within such proposed area shall demonstrate support for the NROPA as determined through a petition. Only one signature per household will be accepted on the petition and the signatory must be an owner or tenant age 18 years or older. Locations which fail to qualify by petition will not be re-evaluated for at least 2 years unless there is a significant change to traffic in the neighborhood.
- (b) *Designation of Neighborhood Resident Only Parking Areas.* An area located in a residential zoning district which has received a petition with the requisite number of signatures to create an NROPA may be eligible for designation as an NROPA when field

studies conducted by the POD determine that parking in the area is significantly impacted by motor vehicles owned by non-residents. In arriving at such findings, the POD shall consider the following factors:

- (1) The extent to which during any peak parking period during any day, night or weekend, except holidays, the number of parked motor vehicles approaches the legal on-street parking capacity of the area;
- (2) The extent to which, during the same period described in subsection (1), the number of parked motor vehicles in the area is comprised of motor vehicles not registered to persons residing in the area;
- (3) The extent to which parking by motor vehicles registered to non-residents of the area places unreasonable burdens on area residents attempting to gain access to their residences, and the extent to which such area residents are willing to bear the administrative costs associated with the establishment of an NROPA;
- (4) The extent to which the designation of the NROPA will help to alleviate traffic congestion, illegal parking, hazards to pedestrians, and related health and safety concerns.
- (5) For the purposes of making the above determinations to ensure that a parking problem exists and that it could be effectively addressed by implementing a resident parking only permit requirement, the POD shall consider if the total occupancy exceeds 75% of the available spaces in the proposed area during the observation periods, and whether at least 25% of the vehicles present during the study are not registered to persons residing in the proposed area.
- (6) Under no circumstances shall the parking abutting a commercial use be designated as Resident Parking Only.
- (7) If it is found that an NROPA is justified based on the above criteria, the POD may present the proposed areas to City Council for consideration through the Ordinance revision process for creation of a daytime, nighttime, weekend, or full-time NROPA. If the NROPA falls within an area that includes an active Neighborhood Association, the POD shall attempt to obtain a support statement from the Neighborhood Association and include such in the Council materials if received.

(c) Parking within Neighborhood Resident Only Parking Areas.

- (1) In each NROPA the POD shall provide for the issuance, suspension, or revocations of permits in the same manner as Resident Parking Permits (RPPs) as governed by this Chapter.
- (2) Upon application and payment of the applicable fee for an RPP, any person who resides on property immediately adjacent to a street within an NROPA may apply for an RPP for each vehicle for which they are the principal registered operator and which is registered to a residence within the NROPA.
- (3) Each resident household within an NROPA may apply for and receive up to three annual visitor parking permits. Lost or stolen permits may be replaced only upon the payment of a fee of \$30 per lost permit to the POD.
- (4) Street parking within any NROPA is prohibited without an RPP during the days and times posted by signage. If no days or times are indicated on NROPA signage, then the prohibition on parking without an RPP is in effect on all days and times.
- (5) Commercial Equipment. For service vehicles such as contractors, pool or lawn services, or other similar delivery or service uses, these commercial vehicles may park for no more than two hours within any NROPA. For parking needs exceeding two hours, a resident household utilizing the commercial service must use a visitor parking permit. For commercial vehicles not providing service to a property within an NROPA the parking requirements and restrictions for commercial equipment of this Code shall apply.

(d) Permit Areas.

SECTION 4. Coding: As used in this ordinance, language appearing in struck-through type is language to be deleted from the City Code, and underlined language is language to be added to the City Code, in the section, subsection, or other location where indicated. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise. Sections of this ordinance that amend the City Code to add new sections or subsections are generally not underlined.

SECTION 5. COMPLIANCE WITH § 166.041(4), FLORIDA STATUTES. Pursuant to City Council resolution 2023-507, a business impact estimate was prepared for this ordinance and posted on the City's website no later than the date the notice of the proposed ordinance was published.

SECTION 6. The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is determined unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provisions of this ordinance.

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

LEGAL:

A handwritten signature in black ink, appearing to read 'N. Thompson', is written over a horizontal line.

Assistant City Attorney
(008869684

Residential Parking Permit Program - Outside Downtown





Residential Parking Permit(RPP) Background

- First implemented in 1992 in the core of downtown near the waterfront, but not along Central and 1st Avenues which were reserved for customer turnover
- Expanded westward in association with introduction of baseball - late 1990's.
- Expanded into Old NE in 2018 and expanded further into Old NE in 2019
- Expansions have been dependent on meeting thresholds of 75% parking occupancy and at least 25% of the vehicles being owned by non-residents (Test used to determine there is a hardship and the intended solution would help solve the problem)
- Current Layout: 5 residential zones (1A, 1B, 2, 3, and 4)



Residential Parking Permit(RPP) Overview

- \$15 per calendar year (January thru December)
 - Ordinance revision to align with budget of \$30/year
 - Renewal of RPP would change to 12 months of validity from issuance as opposed to calendar year
- Requirements to obtain a Residential Parking Permit
 1. Driver's license with current address (within a RPP zone)
 2. Vehicle registration in resident's name with current address (within a RPP zone)
 3. Exception for students living in a zone but not yet a resident
- Two visitor passes for each Residential Parking Permit (3 per household for Zone 4)



Residential Parking Permit(RPP) Outside Downtown

- In more recent years, there has been and continues to be overflow parking occurring into neighborhoods from adjacent commercial activity in other parts of the city.
- Instead of time limited except by permit, outside downtown needs to be by resident permit only for enforcement viability – staff and equipment additions would be necessary when new zones approved
- Begins with education of the program and petition – must satisfy 2/3 threshold like initiating traffic calming to ensure resident support
- Parking study follows – ensure congestion (75% plus) and that congestion could be reduced (25% intruder)
- If eligible, the geographic area would be added to City Code if Council approves



Other Highlights

- Flexibility – the program would allow addressing parking problems even if they are not all the time.
- Concern for businesses and their employees who currently overflow into neighborhoods. Partially addressed by not allowing NROPA posted adjacent to commercial property, but this is a tradeoff if reducing overflow in front of residents is a top priority
- Commercial vehicles – Commercially-marked vehicles may park for up to two hours (pool, lawn service). Longer-term parking for home renovations, etc. would be required to purchase an all-day parking pass, currently \$10/vehicle/day
- Three visitor passes per household - \$30 per lost/stolen pass
- Draft Ordinance was shared with CONA and St. Pete Chamber in early February



Council Action

- On April 9, 2026, PS&I committee meeting, a vote of the members advanced the Ordinance to City Council for consideration
- On May 28, 2026, Council passed the first reading
- On June 11, 2026, conduct the 2nd reading and public hearing of the attached proposed ordinance

The following page(s) contain the backup material for Agenda Item: Ordinance 636-H. An ordinance amending the St. Petersburg City Comprehensive Plan; amending Chapter 3, Future Land Use Element, Issue: Natural Resources and Objective LU6.1 and Policy LU6.1 to remove marina development restrictions in the North Vinoy Yacht Basin; providing for severability; and providing an effective date. City File: LGCP 2026-01.
Please scroll down to view the backup material.



J-3



ST. PETERSBURG CITY COUNCIL

Meeting of June 11, 2026

TO: The Honorable Lisset Hanewicz, Chair, and Members of City Council

SUBJECT: **City File LGCP 2026-01:** Proposed text amendments to the Comprehensive Plan for the purpose of amending text regulating new marina slip development in the North Vinoy Yacht Basin to allow for a permanent dock slip for the Tampa Bay Ferry:

ORDINANCE 636-H amending the St. Petersburg City Comprehensive Plan; amending Chapter 3, Future Land Use Element, Issue: Natural Resources and Objective LU6 and Policy LU6.1 to remove marina development restrictions in the North Vinoy Yacht Basin; providing for severability; and providing an effective date.

RECOMMENDATION:

Administration: City staff recommends APPROVAL.

Public Participation: None to date.

Community Planning and Preservation Commission: On May 12, 2026, the CPPC held a public hearing regarding the proposed text amendments to the Comprehensive Plan and unanimously voted 7-to-0 to approve the amendment. Discussion included concerns that statements regarding natural resource protection be reflected in Chapter 4, the Conservation Element and Chapter 5, the Coastal Management Element as referenced in the language proposed for removal.

- Video Link: <https://stpete.granicus.com/player/clip/7147>

Recommended City Council Action:

- 1) CONDUCT the first reading and transmittal public hearing of the attached proposed ordinance; and
- 2) SET the second reading and adoption public hearing for August 27, 2026.

Attachments: Ordinance, CPPC Staff Report, CPPC Minutes, Business Impact Estimate

ORDINANCE 636-H

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA AMENDING ITS COMPREHENSIVE PLAN; AMENDING CHAPTER 3, FUTURE LAND USE ELEMENT, ISSUE: NATURAL RESOURCES AND OBJECTIVE LU6 AND POLICY LU6.1 TO REMOVE MARINA DEVELOPMENT RESTRICTIONS IN THE NORTH VINOY YACHT BASIN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 163, Florida Statutes, established the Community Planning Act; and

WHEREAS, consistent with the requirements of the Community Planning Act, the City of St. Petersburg has adopted a Comprehensive Plan to establish goals, objectives and policies to guide the development and redevelopment of the City; and

WHEREAS, the Tampa Bay Regional Planning Council and the Vinoy Hotel have signed a release from the 1992 settlement agreement that restricted the amount of marina slips permitted in the North Vinoy Basin; and

WHEREAS, pursuant to the Tampa Bay Ferry Interlocal Agreement, the City will provide a docking location in the North Vinoy Basin (first by providing a temporary dock until a permanent ferry dock near the St. Pete Pier in the North Vinoy Basin is constructed); and

WHEREAS, the City Administration has initiated text amendments to the Comprehensive Plan pertaining to the North Vinoy Basin; and

WHEREAS, the Community Planning & Preservation Commission of the City has reviewed the proposed amendments to the Comprehensive Plan at a public hearing on May 12, 2026, and has recommended approval; and

WHEREAS, the City Council, after taking into consideration the recommendations of the Community Planning & Preservation Commission and the City Administration, and the comments received during the public hearing conducted on this matter, finds that the proposed amendments to the Comprehensive Plan are appropriate; now, therefore

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

SECTION ONE. Chapter three, Future Land Use Element,

ISSUE: Natural Resources

~~The City's remaining natural resources have been extensively inventoried and analyzed in the Conservation and Coastal Management Elements. Protection and enhancement of those resources will be an ongoing priority of the Land Use Plan.~~

OBJECTIVE LU6:

~~The City's natural resources shall be protected and, where fiscally and environmentally practical, enhanced; and future land uses shall be properly integrated with the natural environment including topography and soil conditions, vegetation and other environmental concerns consistent with the goals, objectives and policies of the Coastal Management and Conservation Elements of the St. Petersburg Comprehensive Plan.~~

Policy:

~~LU6.1 The City shall allow no further marina development within the North (Vinoy) Yacht Basin other than the currently approved 74 slip marina, 26 buoy mooring field and dinghy dock.~~

SECTION TWO. Coding. As used in this ordinance, language appearing in struck-through type is language to be deleted from the Comprehensive Plan, and underlined language is language to be added to the Comprehensive Plan, in the issues, objectives, or policies where indicated. Language not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise. The Planning Department is hereby authorized to make non-substantive changes to the Comprehensive Plan for the purpose of renumbering policies and updating formatting to improve readability provided such changes do not alter the intent or substance of the policies.

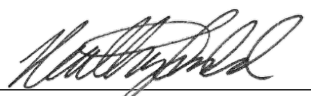
SECTION THREE. Severability. The provisions of this ordinance shall be deemed severable. If any provision of this ordinance is determined to be unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provisions of this ordinance.

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

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

REVIEWED AND APPROVED AS TO
FORM AND CORRECTNESS:

City File: LGCP-2026-01



City Attorney/Designee

5-27-26

Date



Planning Department

05.26.2026

Date



Staff Report to the St. Petersburg Community Planning & Preservation Commission

Prepared by the Planning Department,
Planning and Historic Preservation Division

For Public Hearing and Executive Action on Tuesday, May 12, 2026
at 2:00 p.m. in City Council Chambers, City Hall
175 5th St North, St. Petersburg, FL 33701.

City File: LGCP 2026-01

Tampa Bay Ferry

This is a City-initiated application requesting that the Community Planning and Preservation Commission (“CPPC”), in its capacity as the Local Planning Agency (“LPA”), make a finding of consistency with the Comprehensive Plan and recommend to City Council **APPROVAL** of the following text amendments to the Comprehensive Plan.

APPLICANT INFORMATION

APPLICANT: City of St. Petersburg
1 4th Street North
St. Petersburg, Florida 33712

CITY STAFF: **Britton Wilson, AICP**
Planning and Historic Preservation Division
Planning Department
One 4th Street North
St. Petersburg, Florida 33701
Britton.Wilson@stpete.org
(727) 551-3542

BACKGROUND AND REQUEST

This is a city-initiated text amendment to the Land Use Element of the Comprehensive Plan for the purpose of removing marina development restrictions in the North Yacht Basin, which is located between the Vinoy Hotel to the north, North Straub Park to the west and the St. Petersburg Pier to the south. In 1992, the City of St. Petersburg, the State Planning Agency, the Tampa Bay Regional Planning Council (TBRPC), and the Vinoy Resort Partners (Vinoy) entered into a settlement agreement specifically to require that no further docks beyond the 74 slips constructed for the Vinoy may be constructed in the North Yacht Basin. The settlement agreement was entered into as a result of a legal challenge related to the St. Petersburg Areawide Development of Regional Impact (DRI), where in 2009, due to newly adopted legislation, the City of St. Petersburg was exempt from DRI reviews as it was classified as a Dense Urban Land Area (DULA), which are exempt from DRI review. Due in part to the expiration of the DRI and that any new development activities are to be reviewed by the appropriate local, regional and state agencies, the parties to the agreement have agreed to be mutually released from the settlement agreement, specifically the requirement that no further docks beyond the 74 slips be constructed in the North Yacht Basin.

On November 6, 2025, City Council approved Resolution 2025-543 (attached) approving the Tampa Bay Ferry Interlocal Agreement between Pinellas Suncoast Transit Authority (PSTA) and the City of Tampa that in addition to other things, states that the City of St. Petersburg will provide a docking location in the North Vinoy Basin, first by providing a temporary dock until a permanent ferry dock near the St. Pete Pier in the North Vinoy Basin is constructed.

The proposed text amendment to Chapter three, Future Land Use Element, is as follows in ~~strike through~~ and underline format, where Policy LU6.1 is the only policy under the preceding Issue and Objective which are also proposed for removal as natural resources are addressed more comprehensively in Chapter 4, the Conservation Element and Chapter 5, the Coastal Management Element.

ISSUE: Natural Resources

~~The City's remaining natural resources have been extensively inventoried and analyzed in the Conservation and Coastal Management Elements. Protection and enhancement of those resources will be an ongoing priority of the Land Use Plan.~~

OBJECTIVE LU6:

~~The City's natural resources shall be protected and, where fiscally and environmentally practical, enhanced; and future land uses shall be properly integrated with the natural environment including topography and soil conditions, vegetation and other environmental concerns consistent with the goals, objectives and policies of the Coastal Management and Conservation Elements of the St. Petersburg Comprehensive Plan.~~

~~Policy LU6.1: The City shall allow no further marina development within the North (Vinoy) Yacht Basin other than the currently approved 74-slip marina, 26 buoy mooring field and dinghy dock.~~

CONSISTENCY with the COMPREHENSIVE PLAN and the Downtown Waterfront Master Plan

The proposed Comprehensive Plan text amendments are consistent with the following:

LAND USE ELEMENT ISSUE: The Downtown Waterfront

... The Downtown Waterfront Master Plan (DWMP) is the community's vision for the future of the City's Downtown Waterfront. The DWMP was adopted to protect, enhance, and redevelop one of the City's greatest assets in line with community desires to create a downtown waterfront that is socially, economically, and environmentally sustainable for generations to come. The purpose of the DWMP is to provide planning recommendations based on strong community input to create a vision for the 21st Century.

LU 17A.2 The waterfront park system should provide a variety of passive and active recreational and cultural uses as identified in the Downtown Waterfront Master Plan.

T8.6 The City shall support a proposal that reduces the traffic carrying capacity of the road network, such as the conversion of one-way streets to two-way streets or a reduction in the number of through lanes or lane widths or an increase in the number of on-street parking spaces, if the proposal's benefits, such as neighborhood preservation, community and economic development, and promotion of alternative modes of transportation, outweigh the loss of roadway capacity.

T12.5 The City shall implement strategies to encourage users of City-operated facilities to carpool or utilize other alternative modes of transportation.

The St. Petersburg Downtown Waterfront Master Plan

Adopted June 4, 2015, and updated April 12, 2022

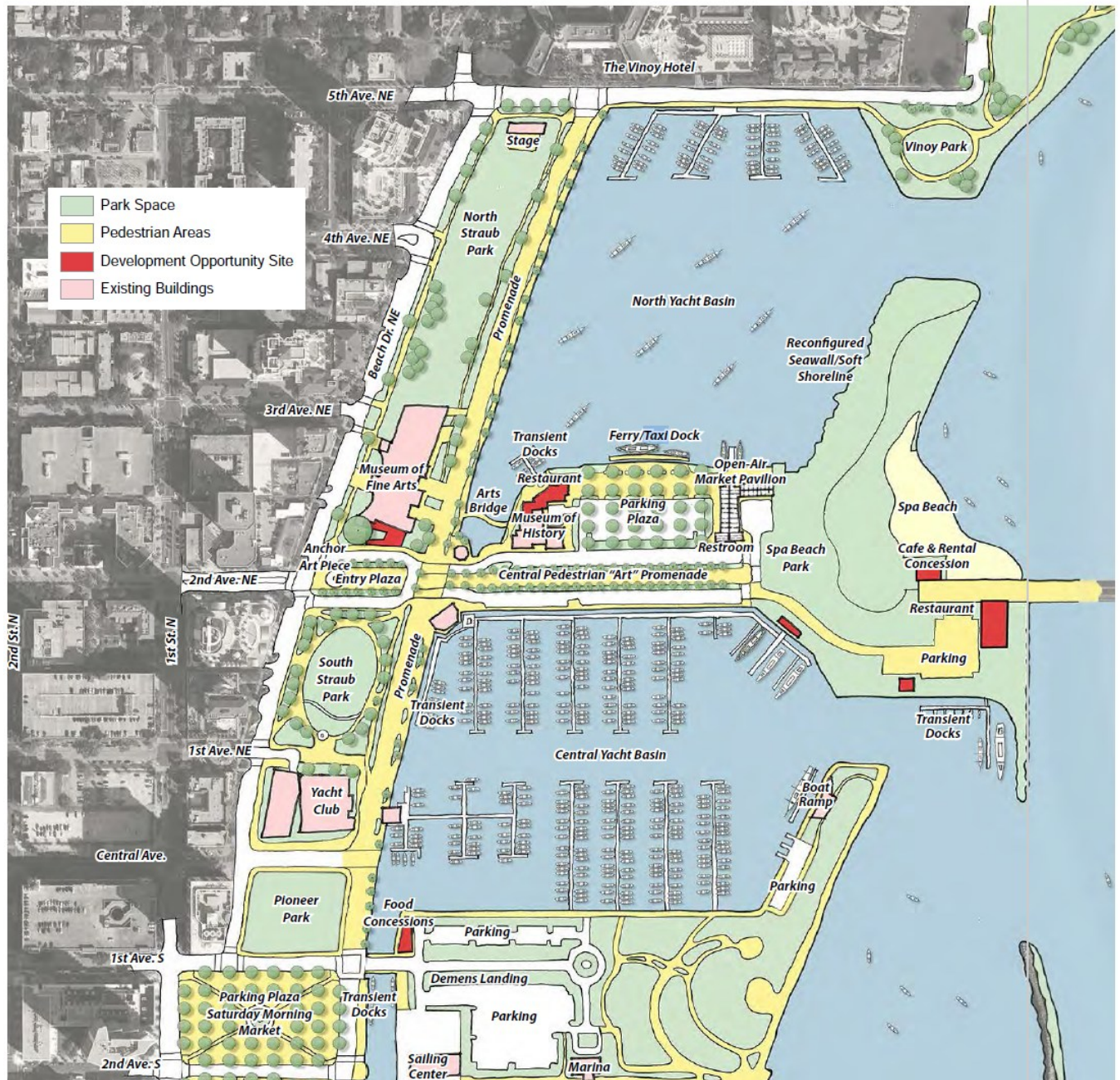
Dimensions of the Waterfront - Enhancing the Experience of the Water:

St. Petersburg will be the leading Downtown Waterfront destination on the Gulf Coast: a place of diverse waterfront access for all its citizens and visitors. Marine based recreation will be expanded and enhanced through increased dockage for large and small vessels. New forms of regional connectivity will be served with ferry connections between cities and water taxi services along the waterfront. Reconfigured basins with efficient organization and secured wave protection will support waterfront activities. Non-boaters will enjoy increased opportunities to experience the waterfront through boat rentals (motorized / non-motorized), increased access to the water's edge, and fewer fence and parking lot obstacles.

Targeted Enhancements

- More visitor boat docks
- Modernize the marinas
- More waterfront dining
- Enhance Spa Beach
- Water taxi
- Ferry service (Tampa, Apollo Beach)
- Pedestrian swing bridge at the mouth of Salt Creek
- Bridge connecting fine art and history museums

3: Pier District



PUBLIC HEARING PROCESS

The proposed ordinance associated with the Comprehensive Plan text amendment requires one (1) public hearing before the Community Planning & Preservation Commission (CPPC) and two (2) City Council public hearings. The amendment will also be transmitted for expedited state, regional and county review. Forward Pinellas will review the Comprehensive Plan text amendment for consistency with the Countywide Rules.

RECOMMENDATION

Staff recommends that the Community Planning and Preservation Commission (CPPC), make a finding of consistency with the Comprehensive Plan and recommend to City Council **APPROVAL** of the proposed Comprehensive Plan text amendment described herein.

REPORT PREPARED BY:

Britton Wilson

4/27/2026

Britton Wilson, AICP, Planner II
Planning and Historic Preservation Division
Planning Department

DATE

REPORT APPROVED BY:

Derek A. Kilborn

04.29.2026

Derek Kilborn, Director
Planning Department

DATE

ATTACHMENTS

1. Resolution 2025-543 Approving the Tampa Bay Ferry Interlocal Agreement



ATTACHMENT NO. 1

Resolution 2025-543

A RESOLUTION APPROVING THE TAMPA BAY FERRY INTERLOCAL AGREEMENT BETWEEN PINELLAS SUNCOAST TRANSIT AUTHORITY ("PSTA"), THE CITY OF ST. PETERSBURG, FLORIDA ("CITY"), AND THE CITY OF TAMPA, FLORIDA ("TAMPA") FOR THE CITY AND TAMPA TO CONTRIBUTE FUNDING TO PSTA FOR ITS FINANCIAL OBLIGATIONS FOR THE FERRY SERVICES UNDER AN OPERATION AGREEMENT WITH TAMPA BAY SEA TAXI, INC. (HUBBARD'S MARINA) FOR FIVE YEARS; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE TAMPA BAY FERRY INTERLOCAL AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE TAMPA BAY FERRY INTERLOCAL AGREEMENT; APPROVING A TRANSFER IN THE AMOUNT OF \$44,000 FROM THE BALANCE OF THE GENERAL FUND CONTINGENCY (0001) TO THE TRANSPORTATION AND PARKING MANAGEMENT DEPARTMENT, TRANSPORTATION AND PARKING MANAGEMENT DIVISION (281-1797); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, HART recently approved transferring its Federal Ferry Vessel Grant #'s D2022-PFGP-004 and D2022-PFGP-005 totaling \$4,863,280 (collectively the "Grant") to Pinellas County Suncoast Transit Authority ("PSTA") to purchase a vessel(s) for ferry services and PSTA is responsible for overseeing the procurement of a private operator who will assist PSTA in acquiring vessels and then operate the Ferry Services (as defined below); and

WHEREAS, pursuant to that certain Tampa Bay Ferry Operation Agreement ("Operation Agreement") with Tampa Bay Sea Taxi, Inc. (Hubbard's Marina) ("Vendor"), PSTA has procured the use of ferry services to the public in and between the City of St. Petersburg and the City of Tampa ("Ferry Services"); and

WHEREAS, in addition to other things, the Operation Agreement provides that PSTA oversee the funding contributions to the Vendor in exchange for the Ferry Services; and

WHEREAS, the Ferry Services will provide year-round service connecting downtown waterfront Tampa to downtown waterfront St. Petersburg with additional span and frequency supported by the use of one or two dedicated passenger ferry vessels; and

WHEREAS, PSTA, the City of St. Petersburg ("City") and the City of Tampa ("Tampa") recognize the Ferry Services provided by the Vendor will provide an efficient and reliable waterborne transit connection to and between major cities and destinations around Tampa Bay and the service offers a way for people with or without cars to have another transportation choice to cross Tampa Bay and avoid bridge traffic and avoid or reduce parking expenses, while also highlighting the regional identity of a major urban coastal area; and

WHEREAS, the Ferry Services are expected to be highly utilized by residents of Pinellas and Hillsborough counties and this benefits both residents and visitors in easing mobility between the cities of St. Petersburg and Tampa; and

WHEREAS, to realize these and other benefits, the City and Tampa will make contributions to PSTA for five years to fulfill its financial obligation, in addition to the Grant and ferry generated revenues, for the Ferry Services under the Operation Agreement and provide and maintain the required docking locations, on the terms and conditions set forth in the Tampa Bay Ferry Interlocal Agreement; and

WHEREAS, pursuant to the Tampa Bay Ferry Interlocal Agreement, the City will prioritize providing the Vendor use of a docking location in North Vinoy Basin (first by providing a temporary dock until a permanent ferry dock near the St. Pete Pier in the North Vinoy Basin is constructed, both at the City's expense); and

WHEREAS, funding will be available after approval of a transfer in the amount of \$44,000 from the balance of the General Fund Contingency (0001) to the Transportation and Parking Management Department, Transportation and Parking Management Division (281-1797); and

WHEREAS, after the above transfer the remaining balance of the General Fund Contingency will be \$1,066,718.

WHEREAS, Administration recommends approval of this resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Tampa Bay Ferry Interlocal Agreement between Pinellas Suncoast Transit Authority ("PSTA"), the City of St. Petersburg, Florida ("City"), and the City of Tampa, Florida ("Tampa") for the City and Tampa to contribute funding to PSTA for its financial obligations for the ferry services under an operation agreement with Tampa Bay Sea Taxi, Inc. (Hubbard's Marina) for five years is hereby approved.

BE IT FURTHER RESOLVED that the City Attorney's Office is authorized to make non-substantive changes to the Tampa Bay Ferry Interlocal Agreement.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Tampa Bay Ferry Interlocal Agreement.

BE IT FURTHER RESOLVED that there is hereby approved from the balance of the General Fund Contingency (0001), the following transfer for FY26:

General Fund Contingency (0001)

Transportation and Parking Management Department, Transportation and Parking Management Division (281-1797) \$44,000

This Resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 6th day of November 2025.



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

ATTEST:



Chan Srinivasa, City Clerk



**CERTIFICATE OF COMPLIANCE WITH
SECTION 166.041(4), FLORIDA STATUTES**

This certificate of compliance with Section 166.041(4), Florida Statutes, concerns the proposed ordinance of the City of St. Petersburg, Florida, that can be described as follows:

AN ORDINANCE OF THE CITY OF ST. PETERSBURG,
FLORIDA AMENDING ITS COMPREHENSIVE PLAN;
AMENDING CHAPTER 3, FUTURE LAND USE
ELEMENT, ISSUE: NATURAL RESOURCES AND
OBJECTIVE LU6 AND POLICY LU6.1 TO REMOVE
MARINA DEVELOPMENT RESTRICTIONS IN THE
NORTH VINOY YACHT BASIN; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE
DATE.

Based on a review of that proposed ordinance:

- ☐ The City has determined that the statutory exemption(s) identified below apply to the proposed ordinance, and no Business Impact Estimate has been prepared.
- ☐ The City has determined that the statutory exemption(s) identified below apply to the proposed ordinance. The City is, nevertheless, providing the Business Impact Estimate below as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance.
- ☒ The City has prepared a Business Impact Estimate Pursuant to Section 166.041(4), Florida Statutes.

EXEMPTIONS

If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - ☐ Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - ☐ Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
 - ☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - ☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

BUSINESS IMPACT ESTIMATE

The City provides the following Business Impact Estimate, which may be revised following its initial posting:

Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The purpose of this proposed amendment is to remove text regulating new marina slip development in the North Vinoy Yacht Basin that is found in Policy LU6.1 that states that marina development cannot surpass the current approvals of 74 boat slips and 26 buoy moorings. And where removal of this policy will allow for a permanent docking location for the Tampa Bay Ferry that will serve the public by offering regional transportation alternatives.

An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

An estimate of direct compliance costs that businesses may reasonably incur;

The proposed ordinance will expand transportation opportunities for the public to support local businesses rather than impose compliance costs.

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

The proposed ordinance will expand transportation opportunities for the public to support local businesses rather than impose new charges or fees.

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

The proposed ordinance does not require new regulatory costs, but rather it supports expanded public transportation opportunities.

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

The proposed ordinance will not directly impact local businesses.

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

None

An aerial photograph of the North Vinoy Yacht Basin in St. Petersburg, Florida. The image shows a large body of water filled with numerous sailboats and yachts. To the left, there are several high-rise apartment buildings and a large parking lot. In the center, there is a green park area with trees and a winding path. To the right, there are more buildings, including a large white building with a flat roof, and another parking lot. The water is a deep blue, and the sky is clear.

LGCP: 2026-01 North Vinoy Yacht Basin

May 12, 2026



LGCP 2026-01: North Vinoy Yacht Basin

**6.11.26: FIRST READING, TRANSMITTAL
PUBLIC HEARING**

**8.27.26: SECOND READING, ADOPTION
PUBLIC HEARING**



Text Amendment Purpose:

This is a city-initiated text amendment to the Land Use Element of the Comprehensive Plan for the purpose of removing marina development restrictions in the North Yacht Basin to allow for the construction of permanent dockage for the Tampa Bay Ferry.

- Policy LU6.1: The City shall allow no further marina development within the North (Vinoy) Yacht Basin other than the currently approved 74-slip marina, 26 buoy mooring field and dinghy dock.

Text Amendment Background:

- In 1992, the restriction was put in place per a settlement agreement between the City of St. Pete, the State Planning Agency, the Vinoy Resort Partners and the Tampa Bay Regional Planning Council where recently all parties have agreed to be mutually released from the agreement.
- On November 6, 2025, Council approved Resolution 2025-543 approving the Tampa Bay Ferry Interlocal Agreement between PSTA and the City of Tampa stipulating that a permanent ferry dock will be located at the North Yacht Basin.

Text Amendment Background:

- In 1992, the restriction was put in place per a settlement agreement between the City of St. Pete, the State Planning Agency, the Vinoy Resort Partners and the Tampa Bay Regional Planning Council where recently all parties have agreed to be mutually released from the agreement.
- On November 6, 2025, Council approved Resolution 2025-543 approving the Tampa Bay Ferry Interlocal Agreement between PSTA and the City of Tampa stipulating that a permanent ferry dock will be located at the North Yacht Basin.

ISSUE: Natural Resources

The City's remaining natural resources have been extensively inventoried and analyzed in the Conservation and Coastal Management Elements. Protection and enhancement of those resources will be an ongoing priority of the Land Use Plan.

OBJECTIVE LU6:

The City's natural resources shall be protected and, where fiscally and environmentally practical, enhanced; and future land uses shall be properly integrated with the natural environment including topography and soil conditions, vegetation and other environmental concerns consistent with the goals, objectives and policies of the Coastal Management and Conservation Elements of the St. Petersburg Comprehensive Plan.

LU-21

Effective 06/2024

Chapter Three, Future Land Use Element **City of St. Petersburg Comprehensive Plan**

Policy:

LU6.1 The City shall allow no further marina development within the North (Vinoy) Yacht Basin other than the currently approved 74-slip marina, 26 buoy mooring field and dinghy dock.

ISSUE: Coastal Hazard Areas

As identified in the Coastal Management Element, the FEMA Velocity Zone is the portion of the City with the greatest potential for hurricane related property damage. These areas could be exposed to direct winds, storm surge and wave action during a storm event. Also highly vulnerable to hurricane hazards is the Coastal High Hazard Area (CHHA). The hurricane evacuation level A-C zones are designated as the Hurricane Vulnerability area and are subject to evacuations during category 1-3 storm events.

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LU-21

Effective 06/2024

Chapter Three, Future Land Use Element

City of St. Petersburg Comprehensive Plan

Policy:

LU6.1 ~~The City shall allow no further marina development within the North (Vinoy) Yacht Basin other than the currently approved 74-slip marina, 26 buoy mooring field and dinghy dock.~~

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As identified in the Coastal Management Element, the FEMA Velocity Zone is the portion of the City with the greatest potential for hurricane related property damage. These areas could be exposed to direct winds, storm surge and wave action during a storm event. Also highly vulnerable to hurricane hazards is the Coastal High Hazard Area (CHHA). The hurricane evacuation level A-C zones are designated as the Hurricane Vulnerability area and are subject to evacuations during category 1-3 storm events.

GOAL-CONSERVATION (C) ELEMENT:

The City of St. Petersburg shall protect, conserve, responsibly manage and, where appropriate, restore or enhance the quality of air, water, vegetative and land resources and natural systems in St. Petersburg. This will be achieved through the cooperation of city, county, regional, state and federal environmental agencies and with the development community.

GOAL-COASTAL MANAGEMENT (CM) ELEMENT:

The city shall manage the coastal system, including the tributaries, wetlands, embayments, historic resources, shorelands and infrastructure in a manner that will maintain or enhance environmental, recreational, historic and economic qualities and protect human life.

Comprehensive Plan Consistency

LU Issue:
DWMP

The Downtown Waterfront Master Plan (DWMP) is the community's vision for the future of the City's Downtown Waterfront... with the purpose of providing planning recommendations...

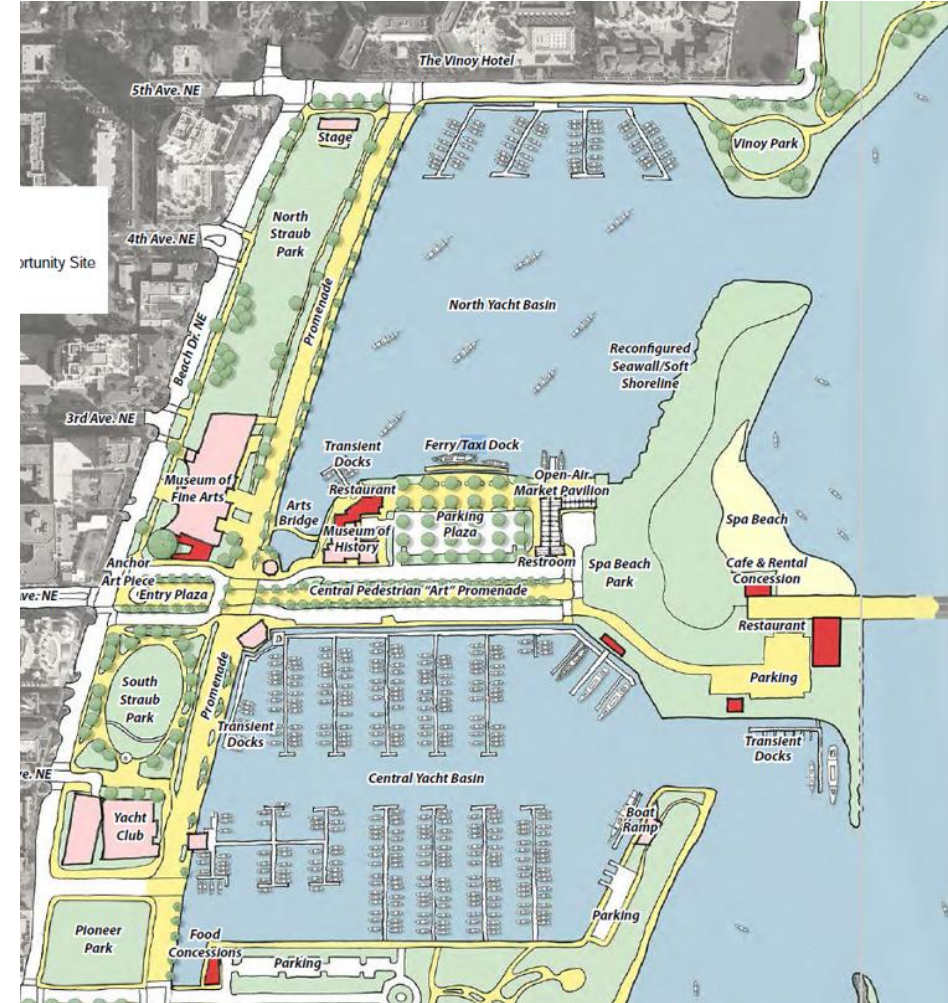
Policy
LU 17A.2

The waterfront park system should provide a variety of passive and active recreational and cultural uses as identified in the Downtown Waterfront Master Plan.

Downtown Waterfront Master Plan:

Targeted Enhancements

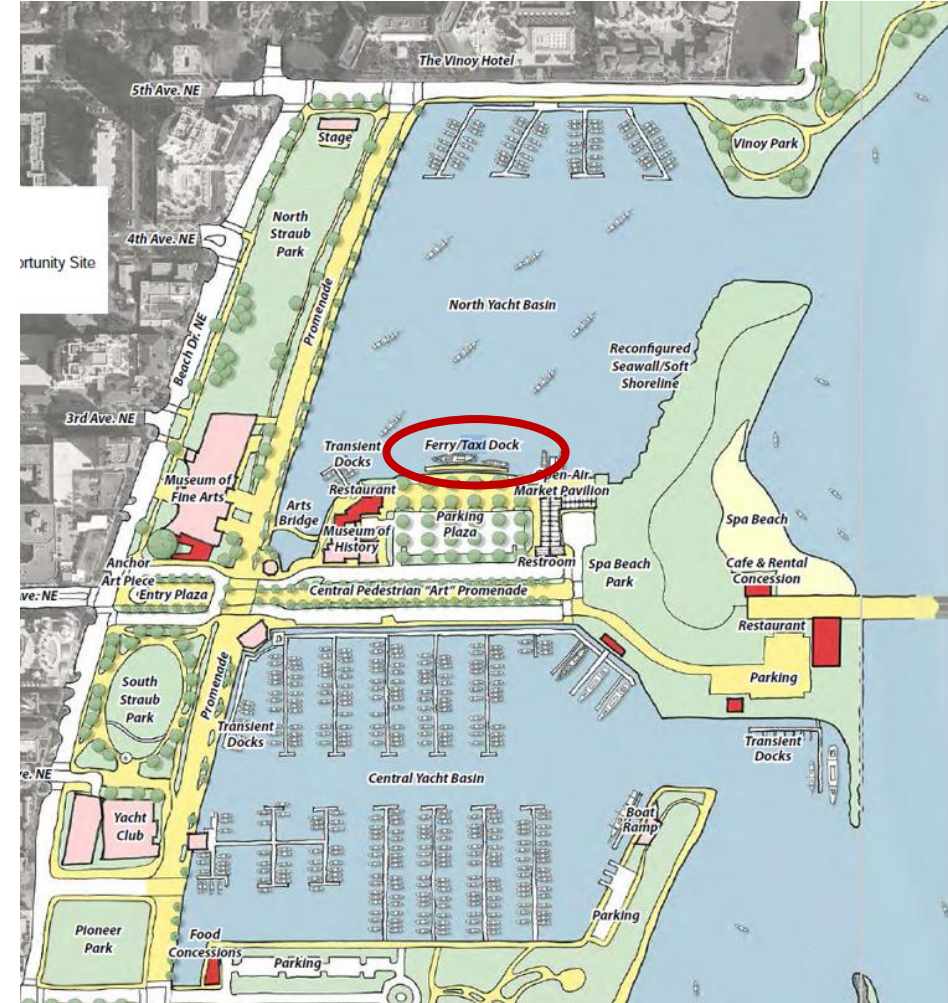
- More visitor boat docks
- Modernize the marinas
- More waterfront dining
- Enhance Spa Beach
- Water taxi
- Ferry service (Tampa, Apollo Beach)
- Bridge connecting fine art & history museums



Downtown Waterfront Master Plan:

Targeted Enhancements

- More visitor boat docks
- Modernize the marinas
- More waterfront dining
- Enhance Spa Beach
- Water taxi
- Ferry service (Tampa, Apollo Beach)
- Bridge connecting fine art & history museums



Recommendation

Staff is requesting **APPROVAL** to **TRANSMIT** the proposed text amendment to the State and other reviewing agencies because it:

- It is consistent with Downtown Waterfront Master Plan and
- Allows for the development of a permanent dock slip in the North Vinoy Yacht Basin, which is a requirement of the Tampa Bay Ferry Interlocal Agreement.



**CITY OF ST. PETERSBURG
COMMUNITY PLANNING & PRESERVATION COMMISSION
PUBLIC HEARING**

**Council Chambers, City Hall
175 – 5th Street North
St. Petersburg, Florida 33701**

**May 12, 2026
Tuesday
2:00 P.M.**

MEETING MINUTES

Commissioners Present: Shannon Nelson, Chair
Joseph Magnello, Vice Chair
Abel Carrasco
Treva Davis
Domenico Pontoriero
Monica Drake, 1st Alternate
Lisa Wannemacher, 2nd Alternate

Commissioners Absent: Ashley Nuccio
Robert “Bob” Jeffrey
Dr. William “Will” Michaels, 3rd Alternate

Staff Present: Derek Kilborn, Director, Planning Department
Britton Wilson, Planner II
Kelly Perkins, Historic Preservationist II
Cindy Kochanek, Historic Preservationist II
Heather Judd, Assistant City Attorney
Anastasia Underwood, Assistant City Attorney
Iris Winn, CPPC Clerk

The public hearing was called to order by Madam Chair Nelson at 2:02 p.m., and a quorum was present.

A. OPENING REMARKS OF CHAIR

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE AND SWEARING IN OF WITNESSES

D. APPROVAL OF MINUTES (Approval of March 10, 2026, Meeting Minutes)

The minutes from the March 10, 2026, meeting were approved unanimously.

E. PUBLIC COMMENTS

No public comments were made during this portion of the meeting.

G. LEGISLATIVE

AGENDA ITEM G.1 CITY FILE: LGCP 2026-01

REQUEST: Request for a finding of consistency with the Comprehensive Plan and a recommendation of approval to City Council for an amendment to the Land Use Element to remove Policy LU6.1 that regulates new marina slip development in the North Vinoy Yacht Basin.

APPLICANT: City of St. Petersburg
P.O. Box 2842
St. Petersburg, Florida 33712

STAFF CONTACT: Britton Wilson, Planner II | Britton.Wilson@stpete.org

City Staff Presentation:

Britton Wilson: Good afternoon, Madam Chair, fellow commissioners. Britton Wilson, City Planner, for the record, presenting a city-initiated, text amendment. Please give me one second.

(Presentation from City Staff resumes after technical difficulties dd).

Sorry about that. Again, Britton Wilson, City Planner, presenting a text amendment to the Land Use Element of the Comprehensive Plan. The purpose of this proposed amendment is to remove text regulating new marine slip development in the North Vinoy Yacht Basin that is found in Policy LU6.1. that states that marina development cannot surpass the current approvals of the 74 boat slips and 26 buoy moorings and where removal of this policy will allow for a permanent docking location for the Tampa Bay Ferry. For some background context, in 1992, this development restriction was put in place per a settlement agreement between the State Planning Agency, the Vinoy Resort Partners, the Tampa Bay Regional Planning Council, and the City of St. Pete, where recently all parties have agreed to be mutually released from the agreement. Last November, City Council approved a Resolution (2025-543) for an Interlocal Agreement, stating that St. Pete will provide a permanent dock for the Tampa Bay Ferry in the North Yacht Basin. As noted in the staff report, the proposed amendments are consistent with many policies of the Comprehensive Plan where the Downtown Waterfront Master Plan (DWMP) that was adopted in 2012 and updated in 2022, is adopted into the Comp Plan by reference with a purpose of providing planning recommendations based on community input. The Downtown Waterfront Master Plan contains a list of Targeted Enhancements, where ferry service and its dock are specifically called out as being located in the North Yacht Basin. With that, staff a finding of consistency with the Comprehensive Plan and to recommend to City Council approval of the proposed text amendment that is consistent with the Comp Plan and the Downtown Waterfront Master Plan and will ultimately allow for a permanent dock slip for the Tampa Bay Ferry as required by the Interlocal Agreement. That concludes my presentation. I am happy to answer any questions you may have.

Madam Chair Nelson: Thank you. Next we are going to move into the Public Hearing portion. I did not receive any green comment cards for this agenda item, so at this time, we will move into Executive Session. Great. Would anyone like to start? Yes.

Commissioner Wannemacher: I do have. First of all, I'm so happy to see this moving ahead. I for one will be very happy to see the ferry relocated back to its proper location in the North Yacht Basin, and I think as well a lot of the Downtown retailers, restaurateurs, business owners along Beach Drive and in that area. The 26 allowable mooring buoys that was the maximum in that agreement, right now, it looks like there's maybe ten or twelve large mooring buoys in the yacht basin. The drawing shows eight. What...what will be the limitations as to the number of buoys? Will it be circulation for the ferry or...how...will the placement of the mooring buoys be altered and how's that going to be restricted and limited?

Britton Wilson: Madam Chair, fellow commissioner, I mean, that would be ultimately be an Engineering permitting question. I would have to defer to Engineering.

Commissioner Wannemacher: Okay.

Britton Wilson: I would have to defer to Engineering.

Commissioner Wannemacher: Okay.

Heather Judd: Commissioner Wannemacher, some background on that. The mooring field in the North Yacht Basin is per a permit that we have with WFC, and so the placement and the requirements of that are governed by State law for mooring fields. Again, once we have more of a set...once the construction is completed then I think the replacement of the mooring field an appropriate configuration will be more finalized. Right now, it's kind of moving, but that...the number and the maximum, that's set per that permit that we have.

Commissioner Wannemacher: Okay. Great. That was my only concern or question. Thank you.

Madam Chair Nelson: Does anyone else have any comments?

Commissioner Pontoriero: Yes, I'm...quite frankly very excited about this development. I will be using the new Tampa Bay Ferry and being car-free, it's a great way to get back and forth to Tampa if I want to visit the other side of our bay. I think it's long overdue that we have had progress like this, making use of our waterways makes a lot of sense. We are a peninsula, right? It makes a lot of sense to me. It's this...this port is moving further away from my house, so it's a little bit more of a walk for me but I think it makes a lot of sense. I think that being able to have a ferry between St. Pete and Tampa, of course is more environmentally friendly because it takes cars off the road, lower emissions. But I think more importantly, this will highlight our waterfront even more so and give more business to our local businesses along the waterfront and spur commerce. I think this is fantastic and I hope that this is one big step forward to more planning like this, so I will be voting in favor of this. Thank you for all of your hard work on this.

Commissioner Drake: Yeah, just to jump in, this looks really great. I'm also a fan of the Cross Bay Ferry, so...will be using that. I'm just curious about the two bridges, specifically the bridge connecting the Fine Arts and History Museum, they seem...it seems a little unnecessary. Just simply because you can get off the ferry and it will direct you to the history museum and then it's like a shorter walking path to...just getting to the art museum, so I'm just kind of curious about why that was put there.

Britton Wilson: Are you referring to the illustration...

Commissioner Drake: Yeah.

Britton Wilson: The Master Plan...from 2012?

Commissioner Drake: The one that you just showed.

Britton Wilson: So, that was from 2012.

Commissioner Drake: Okay.

Britton Wilson: So, I don't think it was...it has been fully realized.

Commissioner Drake: Oh, okay, so that might not even be in the final design? I got you. I was just curious. Okay. Thank you.

Commissioner Magnello: I have a question. You're proposing to remove the language that limits the amount of slips and buoys for the ferry, which I agree is a great addition. Is there a fear of removing any limitations to future growth, in terms of, you know, we could get a developer that can go in there and maximize the usage of that area and then congest it as it kind of already is a little bit congested.

Britton Wilson: Well, as Heather Judd just mentioned, that any future permitting of buoys and docks is under the purview of FWC.

Commissioner Magnello: Understood.

Britton Wilson: Yeah, and so, it would go through rigorous permitting before it would get approved.

Commissioner Magnello: So, but, you know, to apply for any permit, you could meet the maximum. So, I'm saying from a city standpoint, is there a fear that meeting the maximum allowable per the state...has anybody analyzed what that's going to look like?

Heather Judd: We are the owner of the submerged lands for all of the North Yacht Basin, so we are also the abutting property owner all of it, except for that North Vinoy side. That's what the original lawsuit involved was the Vinoy building the docks they have now. Their original plan was a larger dock system, with a restaurant, a fueling station, more of a marina instead of just a docking facility. If something like that were to be proposed today, again, we would have to approve that as the underlying property owner because they have a lease...a 99-year lease for that property with us, also, that would have to be approved through general permitting but also it would have to have compatibility with the Intown Redevelopment Plan for as long as that plan exists. So, there is several steps of review that would have to go for them to do that as well as for us to add dock...further docking facilities beyond the ferry. It would just have to go through all that. All this is doing is preventing that absolute ban from even making the application.

Commissioner Magnello: Yeah, I guess the question is from the city standpoint, the language is added for a reason and if the language is now removed, the city has no concern over it since you're managing that body of water.

Heather Judd: No, I think that the review processes...any concerns about intensity of scale would be reviewed on a case-by-case basis. It's just all...like I said, this prevents even going through that application process.

Derek Kilborn: I'll add that, you know, this step in the process follows a more comprehensive discussion across the different city departments and we're at this point now because there is a level of comfort that this will not become an issue in the future. By processing this text amendment, you are asking a good question, and to the extent that we can clarify more in the City Council cover memo, we'll preview that...that this commission was asking these questions and we'll provide a little more detailed response to assist the City Council so that they understand as well.

Shannon Nelson: I...I have a question. I was reviewing the text that is being struck through and the proposed text amendment and I understand the statement of the policy LU6.1, about describing the slip marina and the buoy mooring fields. I'm actually more concerned about the other text that's being crossed out. I'd like to read that, if that's ok, because I don't think that was covered in the presentation. It's crossing out the statement saying, *'The City's remaining natural resources have been extensively inventoried and analyzed in the Conservation and Coastal Management Elements. Protection and enhancement of those resources will be an ongoing priority of the Land Use Plan.'* Another text paragraph says, *'The City's natural resources shall be protected and, where fiscally and environmentally practical, enhanced; and future land uses shall be properly integrated with the natural environment, including topography and soil conditions, vegetation and other environmental concerns consistent with the goals, objectives and policies of the Coastal Management and Conservation Elements in the [St. Petersburg Comprehensive] plan.'* Why are those being crossed out?

Britton Wilson: So, that is a very good question, but the way the Comprehensive Plan is formatted, is...in goals, objectives, and policies. Here, we call them issues, and so, Policy LU6.1, that's being struck, it is the only policy underneath these goals and objectives above it. Without the policy they don't exist either, because there's no policy to further these provisions and these statements about protecting the natural resources are duplicative and found more comprehensively in Chapter Four: The Conservation Element, in Chapter Five: The Coastal Management Element. I believe that this LU policy was put here because it is more specific about very direct development and the Land Use Element is more development oriented. I believe that's why planners in the past have put this policy in the Land Use Element instead of the Conservation Element or Coastal Management Element, where it might get lost. So, here, in the Land Use Element, it would be more noticeable for any future development trying to go in the North Yacht Basin. The issue and objective language above it is duplicative and found in more comprehensive chapters in the Comprehensive Plan.

Madam Chair Nelson: Those are just really, really big statements to cross out in our Comprehensive Plan. I...I'm in favor of the ferry, I'm in favor of the location, I just...removing language like that makes me very uncomfortable. I'm curious if we're able to or if city staff can maybe show us if there's other similar language within the Comprehensive Plan. I just...I'm not comfortable voting in favor of it with...if there's no...if we're like removing statements about the environmental protection because that is going to have an adverse environmental impact to the bay.

Britton Wilson: Right, there is an entire chapter on Coastal Management and Environmental Protection, so we have Chapter Four: the Conservation Element that is an entire element that speaks specifically to conserving the natural resources. Then, we have a whole other element, the Coastal Management Element that speaks only to coastal management.

Madam Chair Nelson: I just want to make sure that by voting on this we're not...basically removing the protection enhancement...

Britton Wilson: We have...

Madam Chair Nelson: ...making this a priority in the land use.

Britton Wilson: Right. We have much more comprehensive language in their own freestanding chapters.

Madam Chair Nelson: Okay. I just really wanted to point that out to everyone because I...that was big language, so.

Commissioner Wannemacher: Would it be beneficial to add a little note, 'please reference Chapter Four, Chapter Five'...somewhere...I don't, I don't know...just...you even mentioned that potentially the reason it was in here in the first place was so it didn't get overlooked or...so it didn't get overlooked or lost.

Britton Wilson: Right.

Commissioner Wannemacher: Is...

Britton Wilson: But now we're removing...

Commissioner Wannemacher: But now it's removed, so...maybe Chapter Four and Chapter Five is in bold. I don't know. I understand what the Chair is...her concerns are.

Britton Wilson: [inaudible]...the issue and objective there but then there is no policy. There's only one policy implementing that statement and because they also, I guess, the policy LU6.1, they didn't have another similar goal and objective to place it in, in the Land Use Element, so they just set it up on its own. It's like more of a formatting, organization of a comprehensive plan, which is a very large comprehensive document.

Commissioner Wannemacher: Is it possible to bring up those two chapters on conservation and show them to us on the screen? Would that be possible?

(Ms. Wilson moves to display Chapter 4 and Chapter 5 of the Comprehensive Plan on the Clerk's screen, as requested to the commission).

Britton Wilson: Here, we have about 17 'goals' that are called 'issues' here and then underneath the goals we have the 'objectives' and the policies...

Madam Chair Nelson: But none of them are directly talking about the Vinoy Basin, correct?

Britton Wilson: Well, they generally talk about the city in general and wetlands and Protection of Listed Species, which that was...that's one of the things looked at when permitting, is Manatee Protection, Hazardous Waste Management with the marinas and docking with boats...

Heather Judd: Scroll down just a little bit, Iris...right there. So, this language under 'Goal Conservation (C)', that's very similar to the language that is being removed from the Land Use. You can see the similar use of language, I think because as Britton said, we had to, past planners were trying to find a place to put 6.1 in the development section, that's why they have the call backs to these chapters because they were borrowing language from here to place in that Goal and Objective, so that they could write the Policy 6.1 under that. Those Goals and Objectives in the Land Use Element aren't specific just to the North Yacht Basin, the only thing that's specific to the North Yacht Basin is the only policy, which is 6.1. Those general statements are found in the chapters that Britton referenced, here in the beginning and throughout, in more...much more detail because you do find other objectives, policies under those headings for everything that you could see on the Table of Contents for that chapter.

Madam Chair Nelson: I just wanted to make sure we weren't removing language. You know, I understand that this is placed elsewhere but...I mean, it's pretty big language, so I wanted to make sure that that was somewhere else in the Comprehensive Plan.

Commissioner Pontoriero: Can I...can I just ask...I'm just curious. To...to sort of reduce complications like this, I was curious why the decision was made to strike out all of this language instead of just further refining it to allow this type of particular ferry or taxi service in the water basin. In the North Vinoy Water Basin. Why was it struck instead of the language just changed to be more specific?

Heather Judd: So, actually, this type of specificity is not really appropriate for a comprehensive plan. Comprehensive plans are supposed to be broader...I was very surprised to find this here; it's a quirk I definitely wouldn't recommend. If we were sued today and they were talking about doing some kind of agreement, I wouldn't suggest that that prohibition was appropriate in a comprehensive plan. It sticks out like a sore thumb. Generally, you find a comprehensive plan is larger, overarching goals, ideas, planning purposes, and then you see actual regulations in your Land Development Code. This is already an outlier, so to make it even more specific, I think would be moving in making it a little more of an outlier, non-conforming in the comprehensive plan. Also, plans of the city can change. Again, we're already making this change because we want to further other goals of the comprehensive plan related to multimodal transportation and enhancing waterways, but we are kind of not allowed to do that because of this one prohibition. Again, I understand the reluctance to remove the language, but again, as Britton said, without a policy under it, it's improper to keep a goal and objective without a policy. It doesn't function.

Commissioner Pontoriero: I just...I'm sorry, I just want to say, you know, the reason we have this natural resource is because of the language that has so specifically been placed in the comprehensive plan. That's why, you know, I just...I just want to point out, just to push back a little bit, that it is specific for a reason. I understand the concerns that were brought up by my fellow commissioners. The reason why we're going through this process is to ensure that this is the correct plan moving forward, the correct changes that we want to make to the way our city looks. I agree that this...this particular plan for the Tampa Bay Ferry is a very good change to the way we have planned our waterfront. I suppose I wish that...I, I don't see a problem with comprehensive plans having specific language when you're trying to protect a vital resource like this. Again, I'm going to vote to approve this, but I wish that, to avoid any complication or concerns like my fellow commissioners have made, that this was just changed to be more specific, have a specific exception and not strike out the entire section. I think that would have probably made us all more comfortable in moving this forward because, you know, it does...I can see how it does open up a lot of...it gives maybe a little bit more leeway than we're...than some of us are comfortable with giving. I've said my piece.

Madam Chair Nelson: No, I agree. I wish that that had been kept, but.

Commissioner Drake: But the finalized design will be beholden to Chapter 4 and 5, regarding the Environmental Impacts.

Heather Judd: It's beholden to that, it's beholden to the City Charter for Parks and Waterfront Property, it's beholden to Downtown Waterfront Master Plan, it's actually got quite...and Intown Redevelopment Plan considerations, as well as our LDR's, Comp Plans, and Florida Building Code.

Commissioner Drake: So, the specific language in LU.6 almost maniacs the city to not being able to develop that basin?

Heather Judd: Yes.

Commissioner Drake: Okay.

Heather Judd: It is a complete prohibition.

Commissioner Drake: Thank you.

Madam Chair Nelson: I think it would have just been nice, in the presentation, talking about removing language, maybe explaining that a little bit more, in the future, because that really, really stood out to me, and I think we all need to understand why we're doing things and maybe the explanation of 'hey, we are removing this, but this is here, here and here, and this is why', going forward would make me a lot more comfortable voting on things because like you guys, I don't...I have not read the entire Comprehensive Plan. I am familiar with Comprehensive plans and this one but removing stuff, it would have been nice to know that that was somewhere else.

Commissioner Davis: Will the...when this comes before City Council, will there be an updated drawing? You said this was from 2012?

Heather Judd: So...

Derek Kilborn: There will not...oh, I'm sorry, go ahead.

Heather Judd: I just want to say that this isn't...this vote today isn't locking in a design, a placement, that's still in the works. It could be changed based on environmental testing, any other things that still need to go on through permitting. This is just allowing anything new to be constructed in the North Yacht Basin. It's not tying us to specific designs.

Commissioner Drake: And that doesn't...go ahead.

Derek Kilborn: You got it. Go ahead.

Commissioner Drake: And that doesn't effect, so this is just...LU6 is only specific to that North Basin? Okay, thank you.

Derek Kilborn: I was just going to add...and I think Heather Judd kind of described the background on this. It's not locking into a specific design. In the staff report, we did include the illustration from the Downtown Waterfront Master Plan to demonstrate that the discussion about locating the ferry in the North Basin has been ongoing since the original Downtown Waterfront Master Plan was adopted in 2015. So, that's why that illustration was included, but the illustration was a concept drawing in that Waterfront Master Plan to highlight high level ideas, it wasn't a specific design that was intended for any type of permitting or construction. The other thing we can do as well, as I mentioned earlier in this discussion, we will highlight this as a second important question and discussion point that came up and we will provide an additional narrative in the City Council Cover Memo that gets attached to your report and package.

Commissioner Drake: Okay.

Madam Chair Nelson: Great. Does anyone else have any comments? Thank you. Sorry for the heat. I'm the local environmental person, so I got to ask.

Britton Wilson: No, those are very important points and we don't go over the comprehensive plan document, hardly ever make edits to it, so.

Madam Chair Nelson: I just think it's...you know, it was asked of us last year at our joint City Council meeting with this commission as to giving reasons, you know, why we feel these ways, and I think it's important for the public to know why we're doing things, why we don't do things, and like, actually speaking about it. Thank you. I feel a lot better.

Commissioner Wannemacher: Chair, I appreciate your comments very much.

Madam Chair Nelson: Thank you. Okay, well if there's no other comments, I will take a motion.

Commissioner Drake: I move to approve City File: LGCP 2026-01, amending the Comprehensive Plan Text, regulating new marina slip development in the North Vinoy Yacht Basin to allow for a permanent dock slip for the Tampa Bay Ferry.

Commissioner Pontoriero: Seconded.

Madam Chair Nelson: We can take a vote.

Iris Winn: Carrasco?

Commissioner Carrasco: Yes.

Iris Winn: Davis?

Commissioner Davis: Yes.

Iris Winn: Pontoriero?

Commissioner Pontoriero: Yes.

Iris Winn: Magnello?

Commissioner Magnello: Yes.

Iris Winn: Nelson?

Madam Chair Nelson: Yes.

Iris Winn: Drake?

Commissioner Drake: Yes.

Iris Winn: Wannemacher?

Commissioner Wannemacher: Yes.

Iris Winn: That motion passes unanimously.

Motion: **Commissioner Drake** moved approval for a finding of consistency with the Comprehensive Plan and a recommendation of approval to City Council for an amendment to the Land Use Element to remove Policy LU6.1 that regulates new marina slip development in the North Vinoy Yacht Basin. **Commissioner Pontoriero seconded the motion.**

YES – 7 – Carrasco, Davis, Pontoriero, Magnello, Nelson, Drake, Wannemacher.

NO – 0 –None.

Absent (3): Jeffrey, Nuccio, Michaels.

Conflicts (0): None.

Motion approved by a unanimous vote of 7-to-0.

AGENDA ITEM H. QUASI-JUDICIAL HEARING CONTINUED

A public hearing for the next applications listed on the CPPC agenda continued following the LGCP-2026-01 item.

AGENDA ITEM I. UPDATES AND ANNOUNCEMENTS

AGENDA ITEM J. ADJOURNMENT @ 4:25 PM

To watch the recorded video of this Community Planning & Preservation Commission (CPPC) meeting, please click here: <https://stpete.granicus.com/player/clip/7147>

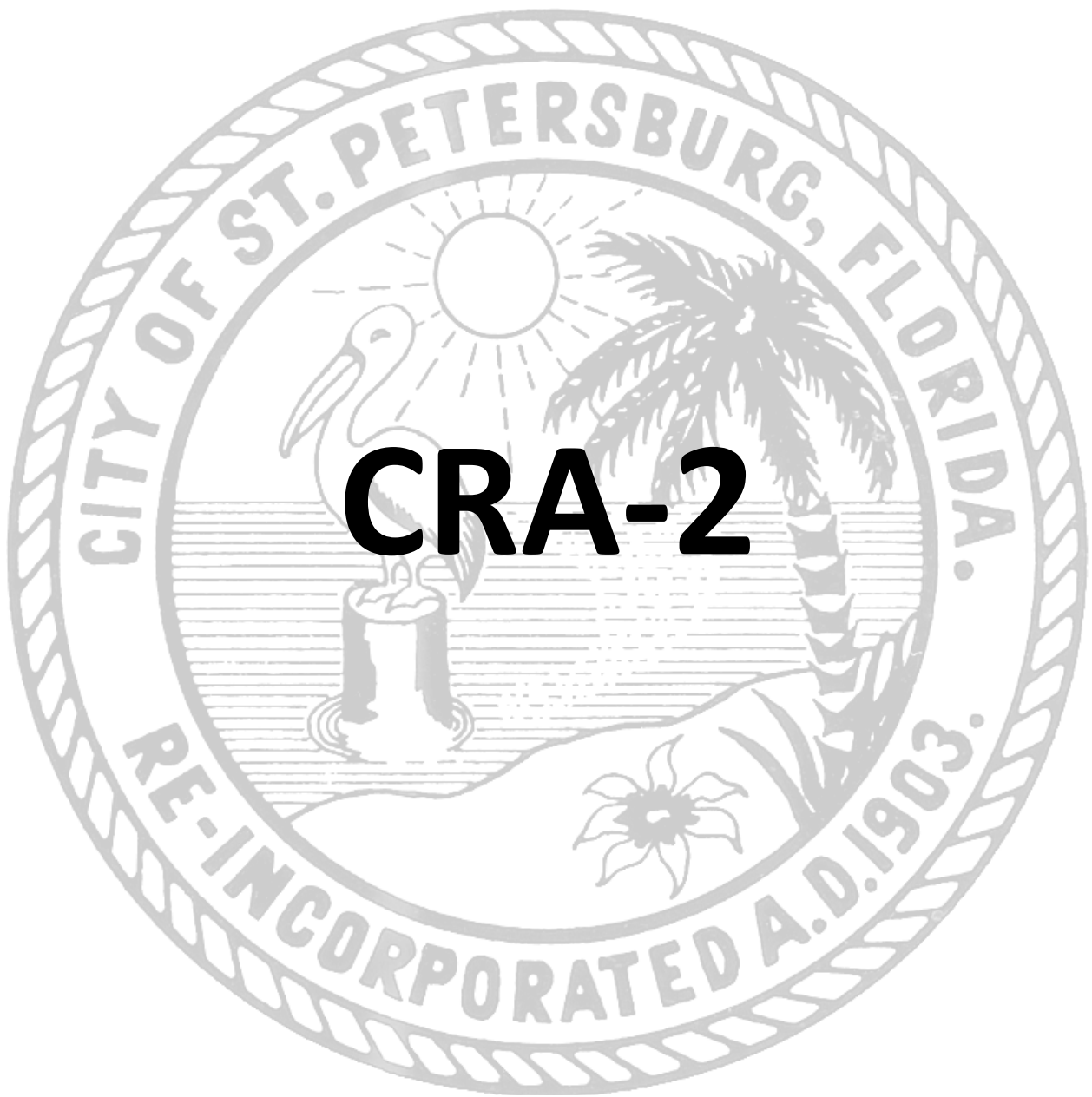
To find more information about the Community Planning and Preservation Commission (CPPC), please visit the board's webpage at:

https://www.stpete.org/government/boards___committees/community_planning_preservation_commission.php

For archived recorded city meetings, please visit the website for the City of St. Petersburg at:

https://www.stpete.org/government/meetings___agendas/recorded_city_meetings.php

The following page(s) contain the backup material for Agenda Item: A resolution by the South St. Petersburg Community Redevelopment Agency recommending that the City Council of the City of St. Petersburg, Florida approves funding in an amount not to exceed \$481,852.14 in previously appropriated Tax Increment Financing Funds from the South St. Petersburg Redevelopment District Fund to Habitat for Humanity of Pinellas County, Inc. for the construction of The Grove Townhomes located in the South St. Petersburg Community Redevelopment Area, subject to certain conditions; finding the expenditure of tax increment financing funds to be consistent with the South St. Petersburg Community Redevelopment Plan; and providing an effective date. Please scroll down to view the backup material.



CRA-2

**SOUTH ST. PETERSBURG
COMMUNITY REDEVELOPMENT
AGENCY**

Meeting of June 11th, 2026

SUBJECT: A resolution by the South St. Petersburg Community Redevelopment Agency recommending that the city council of the city of St. Petersburg, Florida approves funding in an amount not to exceed \$481,852.14 in previously appropriated Tax Increment Financing Funds from the South St. Petersburg Redevelopment District Fund to Habitat for Humanity of Pinellas County, Inc. for the construction of The Grove Townhomes located in the South St. Petersburg Community Redevelopment Area, subject to certain conditions; finding the expenditure of tax increment financing funds to be consistent with the South St. Petersburg Community Redevelopment Plan; and providing an effective date.

PROJECT OVERVIEW: The applicant, Habitat for Humanity of Pinellas County, Inc., has redeveloped the site located at 1805 18th Avenue S, St. Petersburg. The City of St. Petersburg conveyed the site to Habitat in 2023 for \$10, with a contribution value of \$308,500 based on appraisal. Habitat for Humanity completed construction of the project in late 2025 and has closed on the sale of 7 of the 11 units as of late May, 2026, is under contract for the sale of 3 more units expected to close in June, 2026, and has a buyer selected for the final unit, closing date to be determined. The average household income level of all 11 buyers is 70.3% of the Area Median Income (AMI), with levels ranging from 62% of AMI to 78% of AMI. Due to the income levels of the buyers selected for these homes, Habitat for Humanity is unable to cover the cost to develop the project from sales proceeds and is asking the city to provide \$481,852.14 to cover the gap.

Homeowners were provided with a 0% interest fixed-rate mortgage ensuring affordable monthly payments and also received extensive homebuyer education, covering topics such as budgeting, home maintenance, and proper management of a homeowners' association (HOA). Financial barriers were minimized with limited closing costs capped at \$2,000, no down payment requirements, and no private mortgage insurance (PMI).

PROJECT FUNDING: The total project cost was \$3,891,852, making the per unit cost \$353,805. At \$481,852.14, the City of St Petersburg cash subsidy equals \$43,805 per unit.

This request was presented to the South St. Petersburg Community Redevelopment Area Citizen Advisory Committee for recommendation on June 2nd, 2026.

RECOMMENDATION: The South St. Petersburg Community Redevelopment Agency recommends that City Council approve this funding request.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the South St. Petersburg Redevelopment District Fund (1104), Economic and Workforce Development Department, Administration Division (375-2609).

ADMINISTRATION McFoster

BUDGET Patricia Pena

ATTACHMENTS: Illustrations

Location:

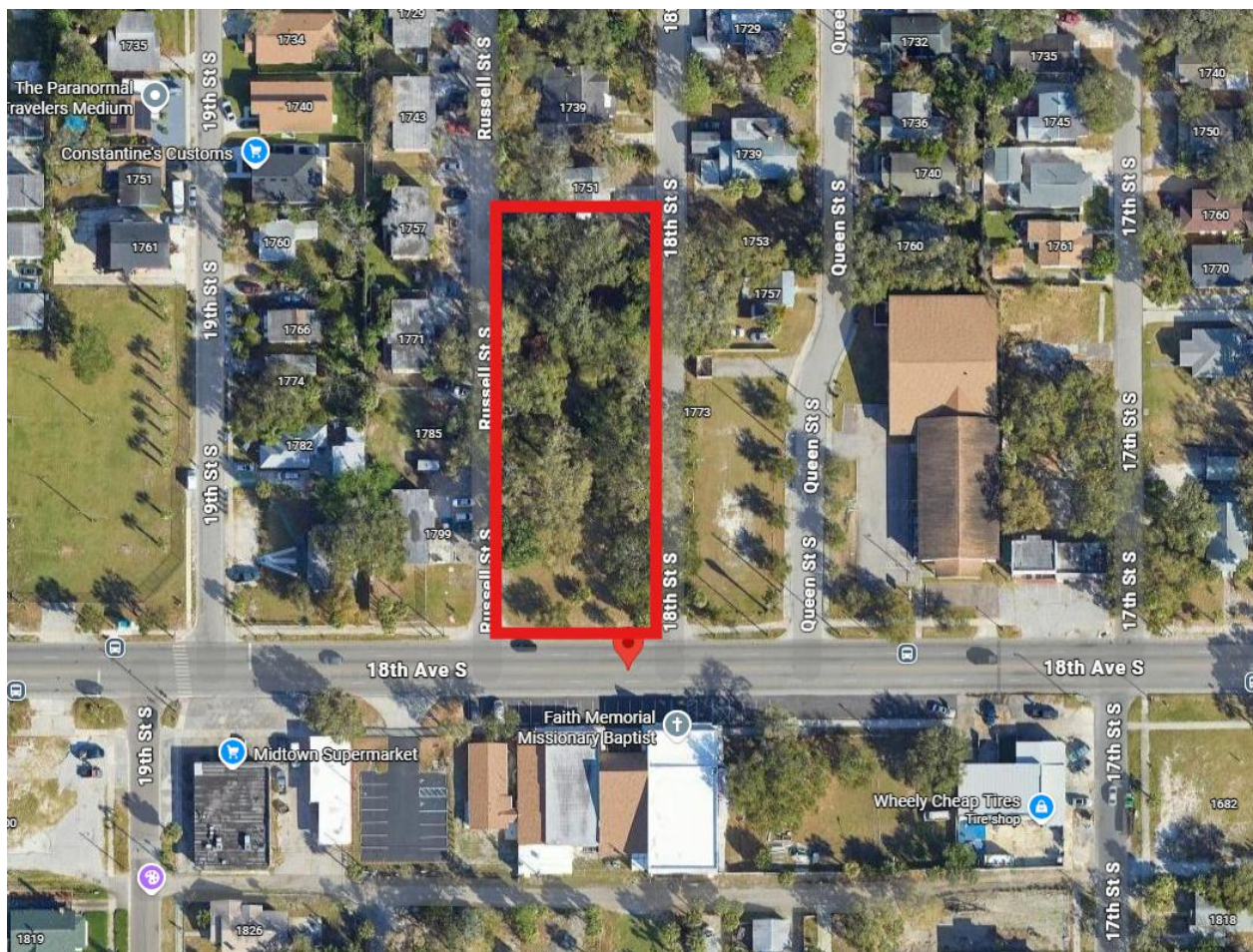


Photo:



CRA RESOLUTION NO. 2026-__

A RESOLUTION BY THE ST. PETERSBURG COMMUNITY REDEVELOPMENT AGENCY RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA APPROVES FUNDING IN AN AMOUNT NOT TO EXCEED \$481,852.14 IN PREVIOUSLY APPROPRIATED TAX INCREMENT FINANCING FUNDS FROM THE SOUTH ST. PETERSBURG REDEVELOPMENT DISTRICT FUND TO HABITAT FOR HUMANITY OF PINELLAS COUNTY, INC. FOR THE CONSTRUCTION OF THE GROVE TOWNHOMES LOCATED IN THE SOUTH ST. PETERSBURG COMMUNITY REDEVELOPMENT AREA, SUBJECT TO CERTAIN CONDITIONS; FINDING THE EXPENDITURE OF TAX INCREMENT FINANCING FUNDS TO BE CONSISTENT WITH THE SOUTH ST. PETERSBURG COMMUNITY REDEVELOPMENT PLAN; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the SSCRA Plan identified building and maintaining affordable housing as one of the key strategies to revitalize the SSCRA, where 55% of its residents expend more than 30% of their income on housing, which is the threshold percentage for defining unaffordable housing; and

WHEREAS, the City has created an Affordable Housing Redevelopment Loan Program (“Program”) to provide funding through various financial vehicles to close financial gaps and incentivize renovation and new construction of affordable single- and multi-family housing in the SSCRA; and

WHEREAS, pursuant to the Program, Habitat for Humanity of Pinellas County, Inc., a Florida not-for-profit corporation (“Habitat”), has requested funding assistance (on a reimbursement basis) for the construction of a for-sale townhome community on that certain real property generally located at 1805 18th Avenue South, St. Petersburg, Florida and bearing Parcel ID. Nos. 25-31-16-68760-000-0230 and 25-31-16-68760-000-0250 (the “Property”), consisting of 11 dwelling units all of which will be affordable to households earning at or below 80% of area median income for the initial sale of each dwelling unit (“The Grove Townhomes”); and

WHEREAS, the Property is located within the SSCRA; and

WHEREAS, the City previously conveyed the Property to Habitat; and

WHEREAS, City administration recommends funding in an amount not to exceed \$481,852.14 in TIF Funds for The Grove Townhomes; and

WHEREAS, at a June 2, 2026 duly noticed public meeting, the Citizen Advisory Committee ("CAC") for the SSCRA recommended that the St. Petersburg Community Redevelopment Agency recommends approval of funding in amount not to exceed \$481,852.14 for The Grove Townhomes and makes a finding that expenditure of TIF Funds for The Grove Townhomes is consistent with the SSCRA Plan; and

WHEREAS, City Council has previously appropriated \$481,852.14 in TIF Funds from the South St. Petersburg Redevelopment District Fund (1104), Economic and Workforce Development Department, Administration Division (375-2609), that can be used for this purpose; and

WHEREAS, the funding recommended by this resolution will be subject to certain conditions, including but not limited to, compliance with the declaration of restrictions on the Property, which provides for affordability requirements and other obligations, as set forth in the funding agreement.

NOW, THEREFORE, BE IT RESOLVED that the St. Petersburg Community Redevelopment Agency recommends that the City Council of the City of St. Petersburg, Florida approves funding in an amount not to exceed \$481,852.14 in previously appropriated TIF Funds from the SSCRA within the South St. Petersburg Redevelopment District Fund (1104), Economic and Workforce Development Department, Administration Division (375-2609), to Habitat for the construction of The Grove Townhomes, subject to certain conditions, as described in the above recitals.

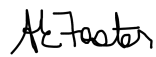
BE IT FURTHER RESOLVED that the expenditure of TIF Funds for The Grove Townhomes is consistent with the SSCRA Plan, as described in the above recitals.

This resolution shall become effective immediately upon its adoption.

LEGAL:


00891344

DEPARTMENT:



FUNDING AGREEMENT

THIS FUNDING AGREEMENT (“Agreement”) is made and entered into on the ____ day of _____, 202__ (**“Effective Date”**) 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 HABITAT FOR HUMANITY OF PINELLAS COUNTY, INC., a Florida not for profit corporation (**“Recipient”**) (collectively **“Parties”**).

RECITALS

WHEREAS, Recipient requested four hundred eighty-one thousand eight hundred fifty-two and 14/100 (\$481,852.14) U.S. Dollars from the City for the development of an eleven (11) unit for-sale townhome community known as “The Grove Townhomes” on that certain real property described on Exhibit A, attached hereto and incorporated herein (the **“Property”**), which includes the new construction of 11 three-bedroom units located on the Property in accordance with the Declaration of Restrictions (as defined herein), which provides for affordability requirements and other obligations (each an **“Affordable Dwelling Unit”** and referred to in the plural as the **“Affordable Dwelling Units”**) (collectively, the **“Development”**); and

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

WHEREAS, the Property is located within the SSCRA; and

WHEREAS, the City desires to utilize a portion of its available TIF funds from the SSCRA to support projects that further the SSCRA’s economic development by improving buildings or sites, decreasing vacancy rates, retaining or creating jobs, creating new residential space, and increasing the supply of affordable housing; and

WHEREAS, the City has created an Affordable Housing Redevelopment Loan Program (**“Program”**) to provide funding through various financial vehicles to close financial gaps and incentivize renovation and new construction of affordable single- and multi-family housing in the SSCRA; and

WHEREAS, Recipient submitted to the City all required information and documentation to request funding through the Program (**“Application”**); and

WHEREAS, upon review of the Application and the representations made therein, the City determined that Recipient is eligible for the funding described in this Agreement for the construction of the Development as required under this Agreement; and

WHEREAS, City Council passed Resolution No. 2026-____ on June 11, 2026, approving the award of TIF funds to Recipient for the construction of the Development, subject to the conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and of the promises and covenants contained herein, the Parties hereto agree as follows:

1. **RECITATIONS:** The above recitations are true and correct and are incorporated herein.

2. **TERM; COMMENCEMENT; EXPIRATION:** The term of this Agreement commences on the Effective Date and ends fifteen (15) years from the date of the last conveyance of an Affordable Dwelling Unit from the Recipient to an initial buyer in accordance with the Declaration of Restrictions, unless earlier terminated as provided herein ("**Term**").

3. **AFFORDABILITY OF UNITS:** Recipient shall ensure that the Development and each Affordable Dwelling Unit complies with that certain Declaration of Restrictions recorded on September 11, 2024, at O.R. Book 22919, Pages 92 – 96 of the Public Records of Pinellas County, Florida, attached hereto and incorporated herein as Exhibit B ("**Declaration of Restrictions**"), which sets forth the affordability requirements and other obligations related to the Property and the Development. In the event of any conflict between this paragraph and the Declaration of Restrictions, the terms and conditions in the Declaration of Restrictions will control. However, the Parties acknowledge that the Declaration of Restrictions includes a recital that contemplates the release of the Declaration of Restrictions and recording of individual declarations for each Affordable Dwelling Unit, but the Parties have mutually agreed to instead not release the Declaration of Restrictions and have the initial buyer of each Affordable Housing Unit duly execute a notarized acknowledgement of receipt of restrictive covenants regarding the Declaration of Restrictions ("**Buyer Acknowledgement**").

4. **CITY FUNDING:**

4.1. As an incentive pursuant to the Program, the City agrees to provide funding to the Recipient on a reimbursement basis of up to forty-three thousand eight hundred four and 74/100 U.S. Dollars (\$43,804.74) per Affordable Dwelling Unit, for a total amount not to exceed four hundred eighty-one thousand eight hundred fifty-two and 14/100 U.S. Dollars (\$481,852.14) for the entire Development. City shall provide payment within thirty (30) days after a written request for payment from Recipient is received by the City, if the following conditions have been satisfied:

4.1.1. Recipient is in compliance with the terms and conditions of this Agreement and the Declaration of Restrictions, in the City's sole and absolute discretion; and

4.1.2. Recipient provides the City with written evidence satisfactory to the City, in the City's sole and absolute discretion, that Recipient has received a final certificate of occupancy for all eleven (11) of the Affordable Dwelling Units on the Property, on or before July 1, 2026; and

- 4.1.3. Recipient provides the City with written evidence satisfactory to the City, in the City's sole and absolute discretion, of Recipient's costs related to the construction of the Development to support the payment request.

5. **REPORTING & MONITORING:**

- 5.1. No later than ninety (90) days after the closing of the conveyance of an Affordable Dwelling Unit from the Recipient to an initial buyer, Recipient shall provide written evidence satisfactory to the City, in the City's sole and absolute discretion, of a buyer income certification report demonstrating compliance with the Declaration of Restrictions, a duly executed Buyer Acknowledgment, and final closing statements for the conveyance.
- 5.2. Recipient shall furnish City with all additional information, records, reports, and data as may be required by City pertaining to matters of this Agreement in the amount of time requested by the City, in the City's sole and absolute discretion.

6. **INDEMNIFICATION:**

- 6.1. Recipient 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:
 - 6.1.1. The performance of the requirements of this Agreement or the Declaration of Restrictions (including changes and amendments thereto) by Recipient, its employees, agents, representatives, contractors, subcontractors, invitees, or volunteers; or
 - 6.1.2. The failure of Recipient, its employees, agents, representatives, contractors, subcontractors, invitees, or volunteers to comply and conform with any applicable Laws (as defined herein), including but not limited to Florida Public Records Laws (as defined herein); or
 - 6.1.3. Any negligent act or omission of Recipient, its employees, agents, representatives, contractors, subcontractors, invitees, or volunteers, whether or not such negligence is claimed to be either solely that of Recipient, its employees, agents, representatives, contractors, subcontractors, invitees, or

volunteers or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

6.1.4. Any reckless or intentional wrongful act or omission of Recipient, its employees, agents, representatives, contractors, subcontractors, invitees, or volunteers.

6.2. The provisions of this paragraph are independent of, and will not be limited by, any insurance obtained by Recipient and will survive the expiration or earlier termination of this Agreement with respect to any Claims or liability arising in connection with any event occurring prior to such expiration or termination.

6.3. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Recipient pursuant to this Agreement or otherwise obtained by Recipient 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 Recipient of the Claim.

7. INSURANCE:

7.1 Recipient shall maintain the following types and amounts of insurance throughout the Term at its own expense:

7.1.1 Commercial General Liability insurance in an amount of at least One Million Dollars (\$2,000,000) 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.

7.1.2 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.

7.1.3 Property Insurance shall be in place once the construction is completed and accepted by Recipient. Insurance shall provide coverage for named windstorm, flood, and all other perils at replacement cost value.

7.1.4 Fidelity/Crime insurance with a minimum limit of \$2,000,000, including coverage for employee theft and other aspects of Recipient's operations.

7.2 All of Recipient's insurance policies, except Workers' Compensation, shall name the Indemnified Parties as additional insureds.

7.3 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.

- 7.4 Recipient 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, Recipient shall provide copies of current policies with all applicable endorsements.
- 7.5 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 agency acceptable to the City.
- 7.6 If the insurance carried by the Recipient has broader coverage than required in this Agreement, then that broader coverage, including but not limited to additional insured requirements, will be deemed to be the requirement in this Agreement. If the Recipient's insurance limits are greater than the minimum limits set forth herein, then the Recipient's insurance limits will be deemed to be the required limits in this Agreement.
- 7.7 Recipient 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.
- 7.8 The City reserves the right to change or alter the above insurance requirements as it deems necessary.

8. **DISCLAIMERS:** The City makes no representations beyond those specifically made herein, and explicitly makes no representation regarding any actions taken or not taken by the City's building, planning, and housing departments in regard to their usual roles related to the construction of the Development.

9. **DEFAULT; TERMINATION:**

- 9.1. Default by Recipient. If Recipient defaults for any reason in the performance of any of the covenants, terms, or conditions of this Agreement, Recipient shall cure such default within thirty (30) days after receiving written notice of such default from the City. Upon written request from Recipient prior to the expiration of the thirty (30) day curative period, the City, in its sole and absolute discretion, may extend the thirty (30) day curative period provided herein by so much additional time as the City determines is reasonably necessary to cure the default. Recipient's written request for an extension of the thirty (30) day curative period must include documentation demonstrating Recipient commenced to cure the default within the thirty (30) 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 Recipient fails to cure the default within the applicable curative period (i.e., thirty (30) days or an extended curative period if authorized by the City pursuant to this paragraph), the City may terminate this Agreement upon providing Recipient five

(5) business days' prior written notice of the City's intent to terminate (such five (5) day period to commence upon the delivery of such notice). This provision may not be construed to limit any other remedies the City may have at law or in equity.

- 9.2. Default by the City. The City will be in default if the City fails to substantially perform any of its obligations or material defaults on any of its covenants contained in this Agreement and said failure or default continues for a period of thirty (30) days after written notice from Recipient to the City specifying the failure or default. Upon a written request by the City to Recipient 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) Recipient's sole remedy for a default by the City will be to terminate this Agreement upon providing the City five (5) business days' prior written notice of Recipient's intent to terminate (such five (5) day period to commence upon the delivery of such notice).

10. **ASSIGNMENT:**

- 10.1. Consent of the City. Except as otherwise provided by this paragraph, Recipient shall not delegate performance nor assign this Agreement or any of Recipient's rights under this Agreement 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 unauthorized purported delegation or assignment will be null and void and constitutes a default of this Agreement. Any purported involuntary assignment of this Agreement or assignment by operation of law, whether by bankruptcy or insolvency, merger (whether as the surviving or disappearing business entity), consolidation, dissolution, reorganization, transfer of the Property or controlling interest in the Property, or court order effectuating such assignment or any other method, will be null and void and constitutes a default of this Agreement unless such underlying transaction is approved by the City Council, which approval will be in the sole discretion of the City Council. Nothing in this paragraph may be construed to limit Recipient's rights and obligations to convey the Affordable Dwelling Units to initial buyers, as contemplated by this Agreement and the Declaration of Restrictions.
- 10.2. Assumption and Release. Upon a permitted assignment under this paragraph, the assignee shall assume all rights and obligations of Recipient under this Agreement. Any assignee of Recipient, other than residential tenants of units on the Property, shall deliver to the City an assumption agreement in a form reasonably satisfactory to the City within ten (10) days after approval by the City Council of such assignment. Notwithstanding anything to the contrary contained in this Agreement, upon a permitted assignment of this Agreement, in whole or in part, Recipient's

liability will be limited in regards to such assigned rights or responsibilities to any claims that accrued before such assignment of this Agreement, in whole or in part.

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

12. **NO THIRD PARTY BENEFICIARIES:** This Agreement sets forth the agreement between the Parties and all rights and benefits established herein are established solely for the benefit of the Parties and are not intended to establish any rights or benefits in any other person or entity.

13. **SUCCESSORS AND ASSIGNS:** This Agreement is binding on the Parties and their successors and assigns.

14. **NOTICES:** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other must be in writing and will be deemed to be 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. Such address may be changed by written notice to the other party in accordance with this Agreement.

RECIPIENT

Habitat for Humanity of Pinellas County, Inc.
14010 Roosevelt Blvd
Suite 704
Clearwater, Florida 33762
Attention: Michael Sutton

CITY

City of St. Petersburg
Housing & Community Development
P.O. Box 2842
St. Petersburg, Florida 33731-2842
Attention: Director

15. **PERMITS AND LICENSES:** Recipient shall obtain any and all necessary permits, licenses, certifications, and approvals which may be required by applicable Laws or any government agency in connection with Recipient's performance of its obligations under this Agreement. Upon request of the City, Recipient shall provide the City with written evidence of such permits, agreements, certifications, and approvals.

16. **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, Recipient shall comply with applicable laws, including but not limited to safety and building codes and any permit or license requirements. Recipient 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. Recipient shall include such language as the City may require in any agreements with prospective initial buyers of the Affordable Dwelling Units, or any portion thereof, to evidence such requirements.

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

18. **SEVERABILITY:** Should any paragraph or any part of any paragraph of this Agreement be rendered void, invalid, or unenforceable by any court of law for any reason, such determination will not render void, invalid, or unenforceable any other paragraph or any part of any paragraph of this Agreement.

19. **NON-DISCRIMINATION:** Recipient shall not discriminate against anyone in the use of the Property on the basis of race, color, religion, sex, national origin, marital status, age, disability, genetic information, or other protected category.

20. **FAIR HOUSING:** In carrying out this Agreement, the Recipient 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. Recipient and any subcontractor agree to affirmatively further fair housing. This shall not prohibit participation under a state or federal law/program which is specifically designed and operated to assist elderly persons.

21. **BOOKS AND PUBLIC RECORDS:**

20.1 Recipient must maintain financial records related to this Agreement in accordance with this Agreement and generally accepted accounting principles and must comply with Florida laws regarding public records, including but not limited to Chapter 119, Florida Statutes (collectively, “**Florida Public Records Laws**”). Without limiting the generality of the foregoing, Recipient must: (i) keep and maintain complete and accurate books and records related to this Agreement for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies, or the retention period required pursuant to Florida Public Records Laws, whichever is longer, (ii) make all books and records related to this Agreement open to examination, audit and copying by the City

(including but not limited to independent auditors retained by the City) within a reasonable time after a request not to exceed three (3) business days, (iii) at the City's request, provide all electronically stored public records to the City in a format approved by the City, (iv) ensure that any books and records or portions thereof that the City has designated in writing as confidential or proprietary and therefore exempt from disclosure under Florida Public Records Laws are not disclosed except as authorized by applicable Laws for the Term and following the expiration or earlier termination of this Agreement, and (v) comply with all other applicable requirements of Florida Public Records Laws. Recipient's obligations under this paragraph survive the expiration or earlier termination of this Agreement.

20.2 IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA PUBLIC RECORDS LAWS AS TO RECIPIENT'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 3370

22. **CAPTIONS:** Captions are for convenience only and do not control or affect the meaning or construction of any of the provisions of this Agreement.

23. **ENTIRE AGREEMENT; MODIFICATION:** This Agreement, 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 Agreement are enforceable or effective unless in writing and duly executed by the Parties.

24. **SOVEREIGN IMMUNITY:** Nothing contained in this Agreement is intended to nor shall it be construed as a waiver of sovereign immunity by the City, 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.

25. **RECORDATION:** This Agreement may be recorded in the public records by the City, at the City's sole and absolute discretion.

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

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

28. **CITY CONSENT AND ACTION:**

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

28.2. Action. For the purposes of this Agreement, any right of the City to take any action permitted, allowed or required by this Agreement, may be exercised by the Mayor or his 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.

29. **NO WAIVER:** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver may be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement will be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Recipient does not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

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

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

HABITAT FOR HUMANITY OF PINELLAS COUNTY, INC.:

By: _____

Print: _____

Title: _____

CITY OF ST. PETERSBURG, FLORIDA:

By: _____

Print: _____

Title: _____

ATTEST:

(SEAL)

Chan Srinivasa, City Clerk

APPROVED AS TO FORM AND CONTENT:

City Attorney (Designee)
00892791

EXHIBIT A
Property

Legal Description: Lots 23 & 24, Less Road R/W, and Lots 25 & 26, Phoenix Park, as per plat recorded in Plat Book 4, page 19, Public Records of Pinellas County, Florida

Property Appraiser's Parcel Identification Nos. 25-31-16-68760-000-0230 & 25-31-16-68760-000-0250

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

EXHIBIT "B"

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

Property Appraiser's Parcel Identification No.
25-31-16-68760-000-0230 &
25-31-16-68760-000-0250

DECLARATION OF RESTRICTIONS

This Declaration of Restrictions ("Declaration") made this 11th day of SEPT, 2024, by the City of St. Petersburg, Florida, a municipal corporation ("City").

WHEREAS, the City is the owner of that certain real property located in Pinellas County, Florida, described as:

Lots 23 & 24, Less Road R/W, and Lots 25 & 26, Phoenix Park, as per plat recorded in Plat Book 4, page 19, Public Records of Pinellas County, Florida

and bearing Property Appraiser's Parcel Identification Nos. 25-31-16-68760-000-0230 & 25-31-16-68760-000-0250 ("Property"); and

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

WHEREAS, the City is selling the Property to Habitat for Humanity of Pinellas County, Inc., a Florida not for profit corporation ("Habitat"), for a nominal cost in exchange for the Property being developed as and remaining affordable housing during the pendency of this Declaration; and

WHEREAS, the City is accordingly the beneficiary of this restrictive covenant; and

WHEREAS, there are three independent restrictions, as set forth herein, that are wholly independent of each other and may be individually enforced; and

WHEREAS, the City acknowledges that Habitat intends to subdivide the property and sell individual housing units to third-party buyers, and accordingly will release this Declaration and record individual declarations against the new housing units, as set forth herein.

NOW, THEREFORE, the City declares that the Property shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied, subject to the covenants and restrictions

hereinafter set forth expressly and exclusively for the use and benefit of said Property and of each and every personal entity who now or in the future owns any portion or portions of the Property.

Restriction A – Land Use Restriction for Affordability

1. The Property shall be used as a site for affordable and workforce housing as provided for herein.
2. "Restriction A" shall be the terms and conditions contained in Paragraphs 1-5 of this Declaration.
3. Habitat shall sell any and all housing units (each a "Unit") constructed on the Property to an individual or family at or below 80% of the area median income ("AMI") as defined by the as defined by the Florida Housing Finance Corporation's State Housing Initiatives Partnership Program ("SHIP") Program. This requirement only applies to the initial sale of a Unit. Any subsequent sale shall only be governed by Restriction C.
4. Habitat shall provide documentation regarding the income eligibility of each Unit's initial buyer to the City of St. Petersburg Housing and Community Development Department prior to closing on the Unit. The City shall be obligated to approve or deny such eligibility within fifteen (15) days of receipt of such request for approval by any party.
5. Because Habitat's obligations under Restriction A go to the essence of its agreement with the City, and that any failure to abide by these restrictions will result in damages to the City that are extremely difficult and impractical to ascertain and fix as actual damages, under known and anticipated facts and circumstances, for which the City's remedies at law will not be adequate in the event of breach. Therefore, Habitat shall be liable for and shall pay to the City, as the City's sole and exclusive remedy, Fifty Thousand Dollars and no/100 (\$50,000.00) per Unit that is sold or conveyed inconsistent with this Restriction A, as fixed, agreed and acknowledged as reasonable liquidated damages, not as a penalty, if Restriction A, Paragraph 3, as set forth in this Declaration is violated.

Restriction B – Development Timelines

6. "Restriction B" shall be the terms and conditions contained in Paragraphs 6-11 of this Declaration.
7. By December 1, 2024, Habitat shall commence construction of the project. Commencement of construction of the development shall be defined as the completed preparation of the Property for immediate pouring of foundation footers, including but not limited to complete excavation of the ground to accommodate all foundation and footer pours for not less than ten (10) individual Units.
8. By July 1, 2026, Habitat shall complete construction of the Units identified in Paragraph 7, as certified by a certificate of occupancy the individual residential housing units.
9. All time periods set forth in Restriction B shall be tolled for the length of any actual delay incurred by Habitat caused by a Force Majeure. A "Force Majeure" for purposes of this paragraph shall be defined as a fire, flood, earthquakes, hurricanes, tidal waves, tornadoes,

wind storms, "named storms", act of God, war, terrorism, riot, national emergency, sabotage, civil disturbance, strike, labor dispute, pandemic, epidemic, governmental act, law, ordinance, rule, order or regulation, embargoes, failure of transportation, strikes, shortage of labor or materials, lockouts and labor disputes, which are not the fault of and are beyond the control of Habitat. For the avoidance of doubt, "Force Majeure" shall not include (1) financial distress or the inability of Habitat to make a profit or avoid a financial loss; (2) changes in market prices; or (3) Habitat financial inability to perform its obligations hereunder. When the City and Habitat mutually agree in writing the Habitat claims that it has been affected by the event of a Force Majeure in accordance with this paragraph, the time periods set forth in Restriction B shall be tolled, to the extent that those obligations are affected by the event of the Force Majeure, from the date of the event of Force Majeure (provided that Habitat provides written notice to City of such event within ten (10) business days after the occurrence of such event) until cessation of that event of Force Majeure (or the consequences thereof). Habitat's notice of the occurrence of such event shall include the reasons for and the nature of the delay caused by the event. Habitat shall also provide notice that the applicable Force Majeure event has ceased to cause a delay, within 10 business days after the cessation of the delay caused by each such event; provided, however, that Habitat's failure to provide such notice shall not constitute a default hereunder. If one or more events of Force Majeure overlap, the time periods set forth in this Paragraph 9 shall be tolled only for the longest period of the overlapping events of Force Majeure (i.e., such events shall run concurrently, not consecutively). Habitat shall use commercially reasonable efforts to resume, with the shortest possible delay, compliance with obligations under this Agreement. Notwithstanding the foregoing, in no event shall the total amount of time that the time periods set forth in this Restriction be tolled due to Force Majeure events exceed a total of one hundred-twenty (120) calendar days.

10. The Mayor and Habitat may mutually agree to extend any time period contained in Restriction B for a period of not more than 90 days.
11. Because Habitat's obligations under Restriction B go to the essence of its agreement with the City, and that any failure to abide by these restrictions will result in actual damages to the City, Habitat shall be liable for and shall pay to the City, as the City's sole and exclusive remedy, Three Hundred and Eight thousand and five hundred Dollars and no/100 (\$308,500.00) (which is the average of the appraised fair market value at the time of the execution of the Agreement for Sale and Purchase of the Property) as the total, fixed, agreed upon damages, if Restriction B, Paragraphs 7 and 8, as set forth in this Declaration are violated.

Restriction C – Subsequent Purchasers

12. "Restriction C" shall be the terms and conditions contained in Paragraphs 12- 15 of this Declaration.
13. Any and all Unit constructed on the Property shall be sold as and occupied by an individual or family at or below 120% AMI of the area median income ("AMI") as defined by the "SHIP Program, which AMI standards are promulgated annually for the term of this

Restriction C, except as provided for herein for the initial sale of the Unit by Habitat to its purchaser.

14. Any subsequent purchaser shall provide documentation regarding income eligibility to the City of St. Petersburg Housing and Community Development Department prior to selling its Unit. The City shall be obligated to approve or deny such eligibility within fifteen (15) days of receipt of such request by any party.
15. These restrictions shall remain in effect for a period of fifteen (15) years beginning on the date of the conveyance of each unit by Habitat to an approved purchaser.

RELEASES

16. Upon completion of construction and in preparation of selling a Unit to a subsequent purchaser following compliance with the obligations in Restriction A, Habitat may provide a written request to the City for a recordable release of the obligations contained in Restriction C as to Habitat and the City shall promptly record such a release pursuant to the terms herein. Such request shall include all information necessary or convenient for the City, in the City's sole determination, to ensure compliance with this Declaration and to draft such a release. Upon receipt of such written request and related information, and provided the City determines it is compliance with this Declaration, the City shall have thirty (30) days to provide (i) a recordable release of the parcel containing the individual housing unit from this Declaration and (ii) a new declaration of restrictions specific to the portion of the Property which contains only the terms and conditions contained in Restriction C. Habitat shall insure the new declaration of restriction is recorded on the subject parcel prior to or concurrently with the sale of such parcel.
17. Habitat may request a limited release of the terms and conditions contained in Restriction A and Restriction B upon completion of the requirements contained therein, as determined by the City in its discretion.

-----THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK-----
[Signature Page to Follow]

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

WITNESSES TO CITY:

Witness Signature

Marie N. Charles

Print

175 5th St. St. Petersburg, FL 33701

Address of Witness

Witness Signature

Rita K. Wesley

Print

175 5th Avenue North
St. Petersburg, FL 33701

Address of Witness

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 9th day of September, A.D. 2024, by Robert Gerdes, as City Administrator of the City of St. Petersburg, Florida, a municipal corporation, existing under the laws of the State of Florida, on behalf of the corporation. He is personally known to me, or provided _____ as identification and appeared before me at the time of notarization.

Notary Public - State of Florida

Paul J. Traci

Notary Signature

Paul J. Traci

CITY OF ST. PETERSBURG, FLORIDA

By:

Robert Gerdes

As Its: City Administrator

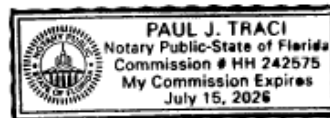
Address: P.O. Box 2842

St. Petersburg, Florida 33731

ATTEST:

By:

Chandrasa Srinivasa, City Clerk



APPROVED AS TO FORM AND CONTENT:

Isabell Sobel
City Attorney (Designee)

By: Isabell Sobel
Assistant City Attorney

00763430

Habitat for Humanity

The Grove- 11 units
1805 18th Ave S.



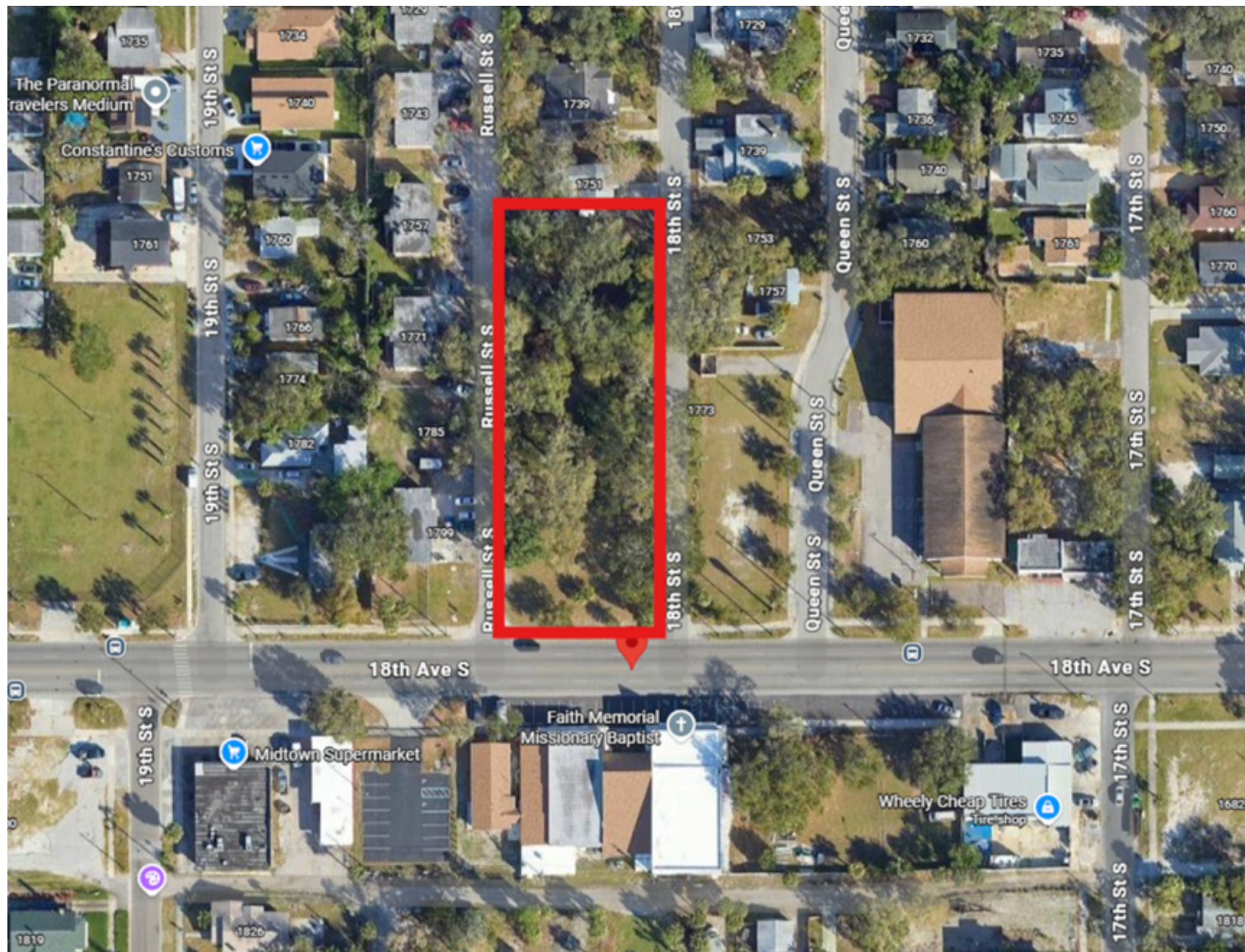


Project Description

- Developer has constructed 11 units at 1805 18th Ave. S. All units are 3-bedroom, 2.5 bathroom for-sale townhomes, and are restricted to buyers with household income of 80% of Area Median Income (AMI) or less.
- Habitat for Humanity completed construction of the project in late 2025 and has closed on the sale of 7 of the 11 units as of late May 2026, is under contract for the sale of 3 more units expected to close in June 2026, and has a buyer selected for the final unit, closing date to be determined



Project Location





Project Photo





Project Basics

Total Project Cost (TPC)	Total Cost Per Unit	City Funds Requested/Awarded	City Funds Per Unit Total	City Funds Per Aff/WFH Unit	City Funds As % Of TPC
\$ 3,891,852.00	\$ 353,805	\$ 481,852.14	\$ 43,805	\$ 43,805	12%



Financing Plan

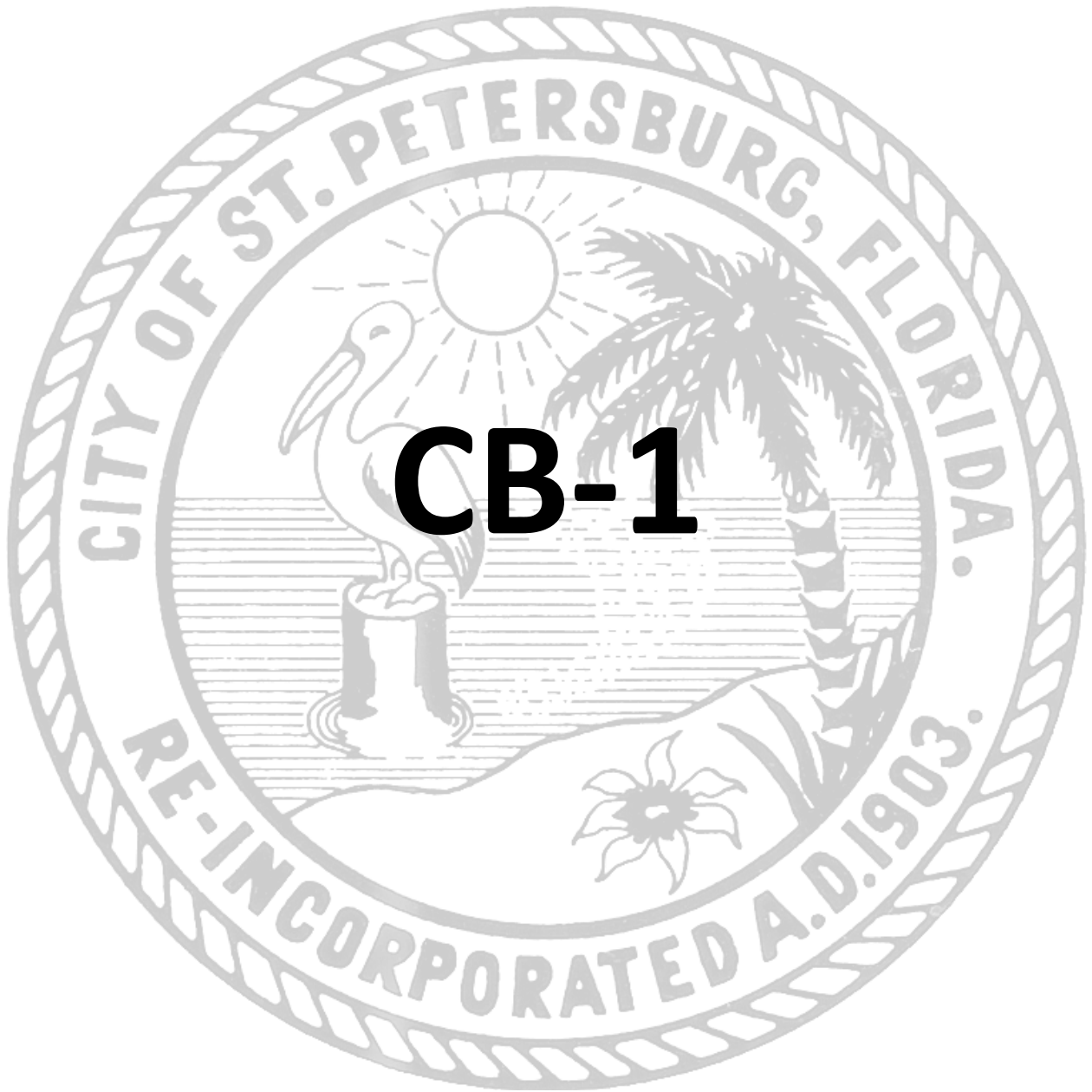
- Developer has constructed the homes using self financing and will fully recoup the cost through buyers purchase price, SSCRA Down Payment Assistance, and the requested \$481,852.14 gap funding.
- The average household income level of all 11 buyers is 70.3% of the Area Median Income (AMI), with levels ranging from 62% of AMI to 78% of AMI. Due to the income levels of the buyers selected for these homes, Habitat for Humanity is unable to cover the cost to develop the project from sales proceeds and is asking the city to provide \$481,852.14 to cover the gap.



Staff Request

- Staff recommends approval of the funding request.

The following page(s) contain the backup material for Agenda Item: Approving a three-year agreement with WEX Bank for universal fleet fuel card services, for the Police and Water Resources Departments, in the amount of \$490,000.
Please scroll down to view the backup material.



CB-1

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of June 11, 2026

To: The Honorable Lisset Hanewicz, Chair and Members of City Council

Subject: Approving a three-year agreement with WEX Bank for universal fleet fuel card services, for the Police and Water Resources Departments, in the amount of \$490,000

Explanation: The vendor provides fleet fuel cards for use at external local fuel stations. Due to the department's 24/7 operational requirements, City fuel stations may not always be open or available. The Police Department currently has 59 cardholders, while the Water Resources Department (Cosme) has 25 cardholders. The credit cards are accepted at more than 95 percent of local fuel retailers and provide up to a 1 percent rebate off quarterly sales volume. In addition, the vendor provides 24/7 online access to data and detailed reporting as well as threshold, product type and authorization controls that provide program oversight.

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

WEX Bank (Sandy, UT)\$490,000

This 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 contract between Sourcewell and WEX Bank, Contract No. 030625-WEX, is being utilized as the cooperative purchasing contract for this procurement. The current term of the agreement ends on June 27, 2029 with three, one-year renewal options available. The Procurement and Supply Management Director has reviewed the applicable solicitation and determined (i) that the agreement was awarded on the basis of a 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 agreement. A blanket purchase agreement will be issued through June 27, 2029, with three, one-year renewal options and will be binding only for services rendered.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), Police Department (140), Various Divisions and the Water Resources Fund (4001), Water Resources Department, Cosme Operations and Maintenance Division (420.2077). Funding for future years will be included in the City's annual operating budget subject to approval by City Council.

Attachments: Resolution

RESOLUTION NO. 2026-__

A RESOLUTION APPROVING A BLANKET PURCHASE AGREEMENT WITH THREE ONE-YEAR RENEWAL OPTIONS WITH WEX BANK FOR UNIVERSAL FLEET FUEL CARD SERVICES FOR THE POLICE AND WATER RESOURCES DEPARTMENTS UTILIZING SOURCEWELL COOPERATIVE CONTRACT NUMBER 030625-WEX; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED \$490,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to purchase universal fleet fuel card services for the Police and Water Resources Departments; and

WHEREAS, fleet fuel cards are for use at external local fuel stations and can be used 24/7 when City fuel stations may not be open or available; and

WHEREAS, Section 2-198 of the St. Petersburg City Code authorizes the City to piggyback utilizing competitively procured 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, WEX Bank has met the specifications, terms and conditions of Sourcewell Cooperative Contract Number 030625-WEX (“Underlying Agreement”); and

WHEREAS, the Procurement & Supply Management Department has determined that (i) the Underlying Agreement was awarded on the basis of a competitive process substantially equivalent to the one specified in the City’s Procurement Code; and (ii) purchasing fleet fuel card services from WEX Bank utilizing the Underlying Agreement is in the best interest of the City; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Police and Water Resources Departments, recommends approval of this Resolution.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that a blanket purchase agreement with three one-year renewal options with WEX Bank for universal fleet fuel card services for the Police and Water Resources Departments utilizing Sourcewell Cooperative Contract Number 030625-WEX is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount for the above-referenced agreement shall not exceed \$490,000.

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:


00892254.DOCX

DEPARTMENT:





Approvals - gcc

Report • Printed on May 18, 2026

Approved

6/11 Consent Approval; Fuel Card Services (WEX Bank)

Hello! Please find the attached consent for fuel card services (Wex Bank) that is scheduled for 6/11 council. Please review, advise of any edits/ and approve at your earliest convenience.

▼ Attachments



Consent

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

▼ Final status: Approved

DG

Step 4: Approved by

David J. Gerardo

5/16/2026 3:07:15 PM

MM

Step 3: Approved by

Megan C. McGee

5/15/2026 6:18:12 PM

SS

Step 2: Approved by

Stephanie S. Scarbrough

5/15/2026 2:04:12 PM

ER

Step 1: Approved by

Emily P. Rapchak

5/15/2026 1:46:00 PM

KW

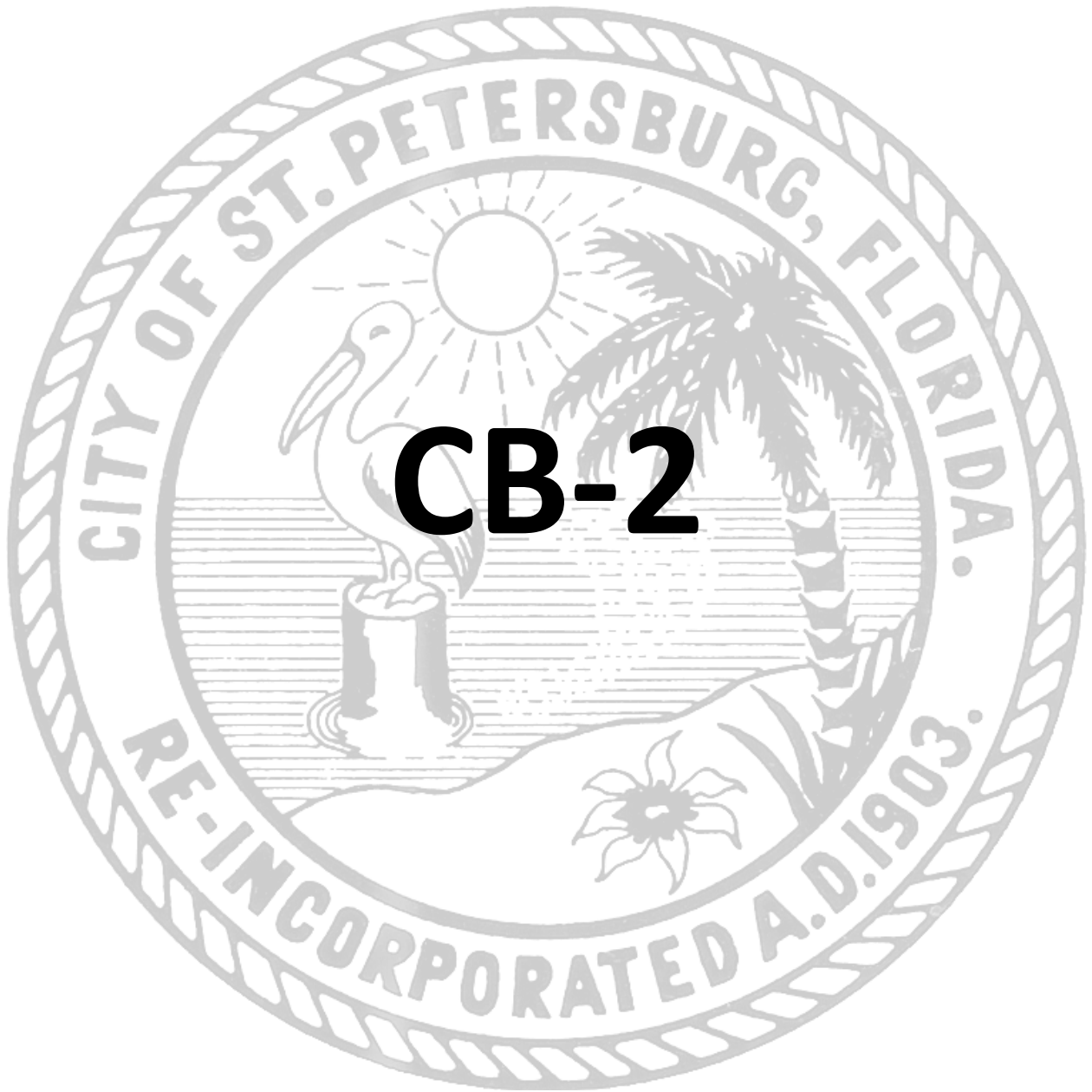
Requested by

Kaela Williamson

5/15/2026 8:47:26 AM

The following page(s) contain the backup material for Agenda Item: A resolution authorizing the Mayor or his designee to accept a grant in the form of pedestrian safety equipment from the Florida Department of Transportation and to execute all documents necessary to effectuate this transaction; and providing an effective date.

Please scroll down to view the backup material.



CB-2

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 11, 2026

To: The Honorable Chair Lisset Hanewicz, and Members of City Council

Subject: A resolution authorizing the Mayor or his designee to accept a grant in the form of pedestrian safety equipment from the Florida Department of Transportation and to execute all documents necessary to effectuate this transaction; and providing an effective date.

Explanation: Through continued partnership with the Florida Department of Transportation (FDOT), the City applied to FDOT in Fall 2025 for a grant opportunity as a part of its Highway Safety Improvement Program (HSIP). This program supports safety projects by providing, via donation, roadway improvement products that are listed on the FDOT Approved Products List (APL) in an amount not to exceed \$35,000. The City's application included a request for pedestrian safety equipment consisting of rectangular rapid flashing beacons (RRFBs) that could be installed to enhance pedestrian crosswalks in St. Petersburg.

Administration recently learned that the project was approved and FDOT is prepared to proceed with ordering the equipment at this time. When installed, the RRFB equipment will be used to enhance pedestrian safety at five (5) existing marked crosswalks throughout St. Petersburg. Locations are as follows:

- 22nd Street South and 13th Avenue South
- 19th Street South and 15th Avenue South
- 30th Avenue North and 7th Street North
- 30th Avenue North and 38th Street North
- Highland Street North and 7th Avenue North

The locations were selected based on certain criteria that included the presence of an existing marked crosswalk with ramps, the frequency and severity of traffic crashes over a five-year history, and the crosswalk's functionality associated with nearby destinations such as schools and recreation centers. Further, some of the locations were also supported by resident requests for continued enhancement of the crosswalks. A project location map is attached for reference purposes.

To maximize the effectiveness of the grant funding and account for its limitations, the City's application included only ten (10) RRFB devices and their communications components since the value of this equipment is close to, but does not exceed \$35,000. The City is expected to provide additional RRFB devices, including communications components needed to enhance the crosswalks, all the poles and bases, as well as the labor and equipment associated with installation. The equipment is available through the City's existing blanket purchase agreement. Administration intends to place that order along with the bases and poles, in coordination with that of FDOT. City staff from the Stormwater, Pavement, and Traffic Operations Department will install the devices.

Recommendation: Administration recommends that City Council adopt the attached resolution

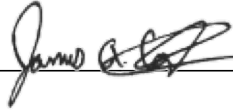
authorizing the Mayor or his designee to accept a grant in the form of pedestrian safety equipment from the Florida Department of Transportation and to execute all documents necessary to effectuate this transaction; and providing an effective date.

Cost/Funding/Assessment Information: The total value of the grant equipment to be provided by FDOT is limited to \$35,000, therefore FDOT will place an order in the amount of \$34,860 from Universal Signs & Accessories, Inc, which is the same vendor with the blanket purchase agreement with the City. To complete the project that fully covers all five crosswalk locations, the City will also order the additional equipment from Universal Signs & Accessories utilizing the blanket purchase agreement. Funding for the additional equipment has been previously appropriated in the Citywide Infrastructure Capital Improvement Fund (3027), Complete Streets FY26 Project (21249).

Attachments:

- (1) Resolution
- (2) Project Location Map

Approvals:

Administration  Budget Patricia Pena

RESOLUTION NO. 2026-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT A GRANT IN THE FORM OF PEDESTRIAN SAFETY EQUIPMENT FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the St. Petersburg Comprehensive Plan calls for the City to “encourage and increase bicycle and pedestrian travel throughout the City of St. Petersburg”; and

WHEREAS, the City has adopted a Complete Streets Implementation Plan that recognizes that pedestrian facilities enable other transportation modes to be successful, and encourages the City to prioritize and provide for pedestrian accommodations on all streets through crossings and other streetscape improvements; and

WHEREAS, in Fall 2025 the City submitted a Highway Safety Improvement Program application to the Florida Department of Transportation for pedestrian safety equipment consisting of rectangular rapid flashing beacons that, when installed, will enhance existing crosswalks at five locations across St. Petersburg; and

WHEREAS, in May 2026, the City received notification of award from the Florida Department of Transportation such that they would provide pedestrian safety equipment up to \$35,000 in value; and

WHEREAS, City Administration, in cooperation with the Transportation and Parking Management Department, recommends approval of this Resolution.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to accept a grant in the form of pedestrian safety equipment from the Florida Department of Transportation and to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

LEGAL:


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DEPARTMENT:

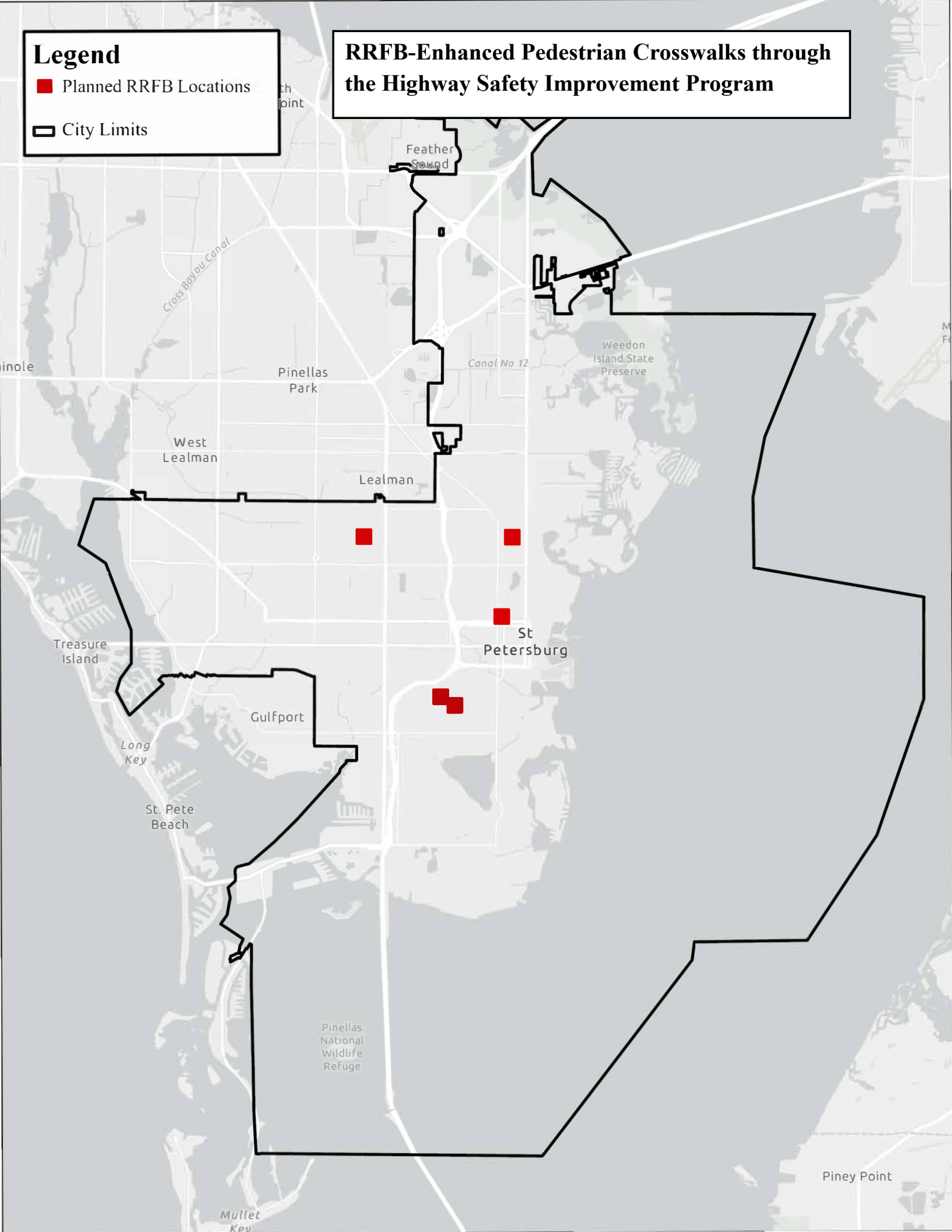


Legend

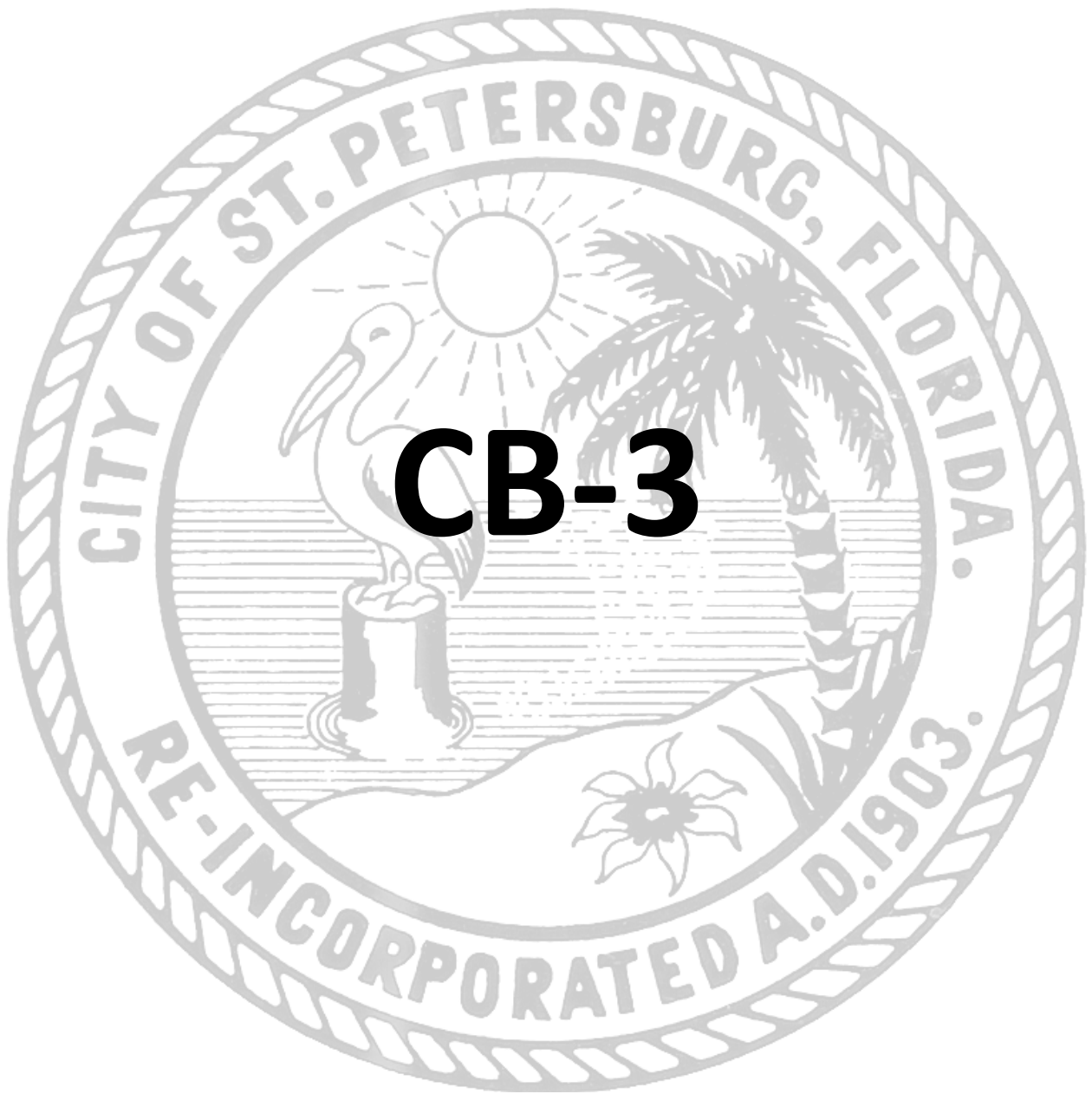
■ Planned RRFB Locations

▭ City Limits

RRFB-Enhanced Pedestrian Crosswalks through the Highway Safety Improvement Program



The following page(s) contain the backup material for Agenda Item: A resolution authorizing the Mayor or his designee to accept a grant from the U.S. Department of Interior (“DOI”) in the maximum reimbursement amount of \$75,000 to fund the Planning Department to survey the Deuces neighborhood and prepare a nomination for the National Register of Historic Places; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$75,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these grant revenues, to the Planning Department, Planning and Historic Preservation Division (370-1541), Deuces Neighborhood Survey Project (21690); and providing an effective date.
Please scroll down to view the backup material.



CB-3

St. Petersburg City Council

Consent Agenda B
Meeting June 11, 2026

TO: The Honorable Lisset Hanewicz, Chair, and Members of City Council

SUBJECT: A resolution authorizing the Mayor or his designee to accept a grant from the U.S. Department of Interior (“DOI”) in the maximum reimbursement amount of \$75,000 to fund the Planning Department to survey the Deuces neighborhood and prepare a nomination for the National Register of Historic Places; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$75,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these grant revenues, to the Planning Department, Planning and Historic Preservation Division (370-1541), Deuces Neighborhood Survey Project (21690); and providing an effective date.

EXPLANATION: This funding is to survey the Deuces neighborhood and prepare a nomination for the National Register of Historic Places. This project is a component of the URC administered by the National Park Service. The Underrepresented Communities Grant (“Grant”) has been awarded by DOI to the City of St. Petersburg in the maximum reimbursement amount of \$75,000 for the Deuces Neighborhood Survey and National Register Nomination. The Grant requires no matching funds and 100% of the Grant funds will be allocated to the Planning Department for survey work.

RECOMMENDATION: The Administration recommends that City Council adopt the attached resolution authorizing the Mayor or his designee to accept a grant from the U.S. Department of Interior (“DOI”) in the maximum reimbursement amount of \$75,000 to fund Deuces Neighborhood Survey and National Register Nomination Project; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$75,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these grant revenues, to the Planning Department, Planning and Historic Preservation Division (370-1541), Deuces Neighborhood Survey Project (21690); and providing an effective date.

COST/FUNDING INFORMATION: Revenues of up to \$75,000 are to be received from the DOI and deposited into the General Fund (0001). Funds will be available after the approval of a supplemental appropriation in the amount of \$75,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these grant revenues, to the Planning Department, Planning and Historic Preservation Division (370-1541); Deuces Neighborhood Survey Project (21690).

Attachments: Resolution
Grant Agreement

Approval

Administration:  Budget: Patricia Pena

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT A GRANT FROM THE U.S. DEPARTMENT OF INTERIOR (“DOI”) IN THE MAXIMUM REIMBURSEMENT AMOUNT OF \$75,000 TO FUND THE PLANNING DEPARTMENT TO SURVEY THE DEUCES NEIGHBORHOOD AND PREPARE A NOMINATION FOR THE NATIONAL REGISTER OF HISTORIC PLACES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$75,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), RESULTING FROM THESE GRANT REVENUES, TO THE PLANNING DEPARTMENT, PLANNING AND HISTORIC PRESERVATION DIVISION (370-1541) DEUCES NEIGHBORHOOD SURVEY PROJECT (21690); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the U.S. Department of Interior (“DOI”) has awarded a grant to the City of St. Petersburg in the amount of \$75,000 (“Grant”) for the Deuces Neighborhood Survey and National Register Nomination Project to survey the Deuces neighborhood and prepare a nomination for the National Register of Historic Places (“Project”); and

WHEREAS, the City and DOI National Park Service will enter into a grant agreement (“Contract”) for the City to receive the Grant funds, subject to City Council approval of this resolution; and

WHEREAS, the Contract provides that the Planning Department is required to submit performance and financial reports to DOI; and

WHEREAS, 100% of the Grant funds will be allocated to the Planning Department for survey work; and

WHEREAS, a supplemental appropriation in the amount of \$75,000 from the increase in the unappropriated balance of the General Fund (0001) resulting from the grant revenue 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 authorized to accept a grant from the U.S. Department of Interior in the maximum reimbursement amount of \$75,000 to fund the Planning Department to survey the Deuces neighborhood and prepare a nomination for the National Register of Historic Places.

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

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the General Fund (0001), resulting from these grant revenues, the following supplemental appropriation for FY26:

General Fund (0001)

Planning Department, Planning and Historic Preservation Division (370-1541),

Deuces Neighborhood Survey Project (21690) \$75,000

This resolution shall take effect immediately upon its adoption.

Approvals:

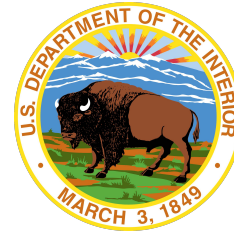
Legal: Chris Brown Administration: James A. [Signature]

00891977.docx

Budget: E. Makofske

1. DATE ISSUED MM/DD/YYYY		1a. SUPERSEDES AWARD NOTICE dated 09/24/2025	
01/12/2026		except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. ASSISTANCE LISTING NUMBER			
15.966 - Historic Preservation Fund Grants-in-Aid for Competitive Grants			
3. ASSISTANCE TYPE Project Grant			
4. GRANT NO. P25AP02243-01		5. TYPE OF AWARD	
Originating MCA #		Other	
4a. FAIN P25AP02243		5a. ACTION TYPE Post Award Amendment	
6. PROJECT PERIOD MM/DD/YYYY		MM/DD/YYYY	
From 09/24/2025		Through 04/30/2029	
7. BUDGET PERIOD MM/DD/YYYY		MM/DD/YYYY	
From 09/24/2025		Through 04/30/2029	

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)

54 USC §302904 Direct grants for the preservation of properties included on National Register

8. TITLE OF PROJECT (OR PROGRAM)	
FY2024 HPF URC - Deuces Neighborhood Survey and National Register Nomination	
9a. GRANTEE NAME AND ADDRESS	9b. GRANTEE PROJECT DIRECTOR
CITY OF ST PETERSBURG 175 5th St N Saint Petersburg, FL, 33701-3708	Kelly Perkins 175 5th Street North St. Petersburg, FL, 33701-3708 Phone: 7278925470
10a. GRANTEE AUTHORIZING OFFICIAL	10b. FEDERAL PROJECT OFFICER
Tom Greene 175 5th St N Saint Petersburg, FL, 33701-3708 Phone: 727-893-7032	Ms. Amanda DeCort 1849 C St NW Main Interior Building National Park Service Washington, DC, 20240-0001 Phone: 202-809-2576

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) \$ 75,000.00	
II Total project costs including grant funds and all other financial participation II		b. Less Unobligated Balance From Prior Budget Periods \$ 0.00	
a. Salaries and Wages\$ 3,324.00		c. Less Cumulative Prior Award(s) This Budget Period \$ 75,000.00	
b. Fringe Benefits\$ 1,549.00		d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$ 0.00	
c. Total Personnel Costs\$ 4,873.00		13. Total Federal Funds Awarded to Date for Project Period \$ 75,000.00	
d. Equipment\$ 0.00		14. RECOMMENDED FUTURE SUPPORT	
e. Supplies\$ 500.00		(Subject to the availability of funds and satisfactory progress of the project):	
f. Travel\$ 0.00		YEAR TOTAL DIRECT COSTS YEAR TOTAL DIRECT COSTS	
g. Construction\$ 0.00		a. 2 \$ d. 5 \$	
h. Other\$ 500.00		b. 3 \$ e. 6 \$	
i. Contractual\$ 74,000.00		c. 4 \$ f. 7 \$	
j. TOTAL DIRECT COSTS → \$ 79,873.00		15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
k. INDIRECT COSTS \$ 7,987.00		a. DEDUCTION	
l. TOTAL APPROVED BUDGET \$ 87,860.00		b. ADDITIONAL COSTS	
m. Federal Share \$ 75,000.00		c. MATCHING	
n. Non-Federal Share \$ 12,860.00		d. OTHER RESEARCH (Add / Deduct Option)	
		e. OTHER (See REMARKS)	
		b	
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:			
a. The grant program legislation			
b. The grant program regulations.			
c. This award notice including terms and conditions, if any, noted below under REMARKS.			
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.			
In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.			

REMARKS (Other Terms and Conditions Attached - ☒ Yes ☐ No)
See next page

GRANTS MANAGEMENT OFFICIAL:

James Modrick, Supervisory Grants Management Specialist and Awarding Official
1849 C St NW
MS 2013
Washington, DC, 20240-0001
Phone: 2023542037

17. VENDOR CODE			0071311578			18a. UEI LARHMJNJAJS4		18b. DUNS 073194920		19. CONG. DIST.		14	
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION							
1	0054011292-00010	\$0.00	09/24/2025	04/30/2029	5140	FY245 HPF URC FL Deuces Neighborhood Sur							

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 3	DATE ISSUED 01/12/2026
GRANT NO. P25AP02243-01	

REMARKS:

This amendment officially modifies Grantee Project Director to Kelly Perkins (block 9b).

This amendment officially modifies Grantee Authorizing Official to Tom Green (block 10a).

Justification: Requested Key Personnel Change from the City of St. Petersburg due to staff / roll changes at the City. GM Concur.

All other terms and conditions remain unchanged.

NOTICE OF AWARD (Continuation Sheet)

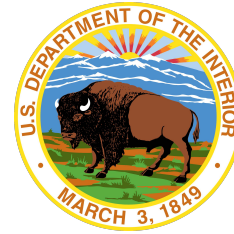
PAGE 3 of 3	DATE ISSUED 01/12/2026
GRANT NO. P25AP02243-01	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2025	09/30/2026	Annual	12/29/2026
10/01/2026	09/30/2027	Annual	12/29/2027
10/01/2027	09/30/2028	Annual	12/29/2028
10/01/2028	04/30/2029	Final	08/28/2029

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2025	09/30/2026	Annual	12/29/2026
10/01/2026	09/30/2027	Annual	12/29/2027
10/01/2027	09/30/2028	Annual	12/29/2028
10/01/2028	04/30/2029	Final	08/28/2029

1. DATE ISSUED MM/DD/YYYY		1a. SUPERSEDES AWARD NOTICE dated	
09/24/2025		except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. ASSISTANCE LISTING NUMBER			
15.966 - Historic Preservation Fund Grants-in-Aid for Competitive Grants			
3. ASSISTANCE TYPE Project Grant			
4. GRANT NO. P25AP02243-00		5. TYPE OF AWARD	
Originating MCA #		Other	
4a. FAIN P25AP02243		5a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY		MM/DD/YYYY	
From 09/24/2025		Through 04/30/2029	
7. BUDGET PERIOD MM/DD/YYYY		MM/DD/YYYY	
From 09/24/2025		Through 04/30/2029	

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)

54 USC §302904 Direct grants for the preservation of properties included on National Register

8. TITLE OF PROJECT (OR PROGRAM)	
FY2024 HPF URC - Deuces Neighborhood Survey and National Register Nomination	
9a. GRANTEE NAME AND ADDRESS	
CITY OF ST PETERSBURG 175 5th St N Saint Petersburg, FL, 33701-3708	
9b. GRANTEE PROJECT DIRECTOR	
Kelly Perkins 175 5th Street North St. Petersburg, FL, 33701-3708 Phone: 7278925470	
10a. GRANTEE AUTHORIZING OFFICIAL	
Kelly Perkins 175 5th Street North St. Petersburg, FL, 33701-3708 Phone: 7278925470	
10b. FEDERAL PROJECT OFFICER	
Ms. Amanda DeCort 1849 C St NW Main Interior Building National Park Service Washington, DC, 20240-0001 Phone: 202-809-2576	

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) \$ 75,000.00	
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods \$ 0.00	
		c. Less Cumulative Prior Award(s) This Budget Period \$ 0.00	
		d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$ 75,000.00	
		13. Total Federal Funds Awarded to Date for Project Period \$ 75,000.00	
		14. RECOMMENDED FUTURE SUPPORT	
		(Subject to the availability of funds and satisfactory progress of the project):	
		YEAR TOTAL DIRECT COSTS YEAR TOTAL DIRECT COSTS	
		a. 2 \$ d. 5 \$	
		b. 3 \$ e. 6 \$	
		c. 4 \$ f. 7 \$	
		15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
		a. DEDUCTION	
		b. ADDITIONAL COSTS	
		c. MATCHING	
		d. OTHER RESEARCH (Add / Deduct Option)	
		e. OTHER (See REMARKS)	
		b	
		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
		a. The grant program legislation	
		b. The grant program regulations.	
		c. This award notice including terms and conditions, if any, noted below under REMARKS.	
		d. Federal administrative requirements, cost principles and audit requirements applicable to the grant.	
		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	

REMARKS (Other Terms and Conditions Attached - ☒ Yes ☐ No)

GRANTS MANAGEMENT OFFICIAL:

James Modrick, Supervisory Grants Management Specialist and Awarding Official
1849 C St NW
MS 2013
Washington, DC, 20240-0001
Phone: 2023542037

17. VENDOR CODE			0071311578		18a. UEI LARHMJNJKAS4		18b. DUNS 073194920		19. CONG. DIST.		14	
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION						
1	0054011292-00010	\$75,000.00	09/24/2025	04/30/2029	5140	FY245 HPF URC FL Deuces Neighborhood Sur						

NOTICE OF AWARD (Continuation Sheet)

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DATE ISSUED
09/24/2025

GRANT NO. P25AP02243-00

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2025	09/30/2026	Annual	12/29/2026
10/01/2026	09/30/2027	Annual	12/29/2027
10/01/2027	09/30/2028	Annual	12/29/2028
10/01/2028	04/30/2029	Final	08/28/2029

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2025	09/30/2026	Annual	12/29/2026
10/01/2026	09/30/2027	Annual	12/29/2027
10/01/2027	09/30/2028	Annual	12/29/2028
10/01/2028	04/30/2029	Final	08/28/2029

REMARKS

- Grant Agreement**
between
the United States Department of the Interior
National Park Service
and
the Above-Named Grantee (Recipient)

Articles

1. Legal Authority

National Park Service (NPS) enters into this Agreement pursuant to:

- 54 USC Section 302904 - Direct grants for the preservation of properties included on National Register
- Further Continuing Appropriations and Other Extensions Act, 2024 enacted as Public Law 118-35
- Consolidated Appropriations Act, 2024 enacted as Public Law 118-42
- 54 USC Section 3001 *et seq.* - National Historic Preservation Act

2. Performance Goals and Project Objectives

- Performance Goals - The objective of this agreement is to perform physical preservation of a site listed in the National Register of Historic Places. HPF grants are funded by the Historic Preservation Fund (HPF) and are administered by the NPS.
- Project Objectives - Projects include a broad range of preservation activities for historic sites

NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 25	DATE ISSUED 09/24/2025
GRANT NO. P25AP02243-00	

including architectural services, historic structure reports, preservation plans, and physical preservation to sites in keeping with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*.

3. Public Purpose

This grant program enables eligible grantees, as stated in the Notice of Funding Opportunity, across the nation to participate in a nationwide historic preservation program and meet the goals of 54 U.S.C. 300101 *et seq.*, commonly known as the National Historic Preservation Act.

4. Statement of Work

The Statement of Work to be performed in accordance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation* and as determined eligible in the National Historic Preservation Act (NHPA), 54 U.S.C. 300101 *et seq.*, and in the Historic Preservation Grant Fund Manual, as applicable to Tribes.

The Statement of Work is further defined in an addendum at the end of this Notice of Award. The Recipient shall adhere to the approved Statement of Work as set forth in this addendum.

5. Responsibilities of the Parties

1. The Recipient agrees to:
 1. Carry out the Statement of Work in accordance with the terms and conditions stated herein. The recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.
 2. Perform work in accordance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* and the National Historic Preservation Act.
 3. Recipients that issue subawards/subgrants are responsible for ensuring subaward/subgrant compliance with the requirements of 2 CFR 200. The Recipient must provide a list of selected subawardees/subgrantees and associated budgets to the NPS for review prior to making subawards/subgrants.
 4. Recipients must select qualified subcontractors and submit documentation to the NPS showing competitive selection or justification for sole source procurement of consultants and contracts in accordance with 2 CFR 200.318-327 or 2 CFR 200.317, as applicable. This documentation must be submitted to NPS upon request.
2. Substantial involvement is defined as significant NPS participation prior to and during the performance of a financial assistance agreement. For grants, substantial involvement is neither expected nor required. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance and technical assistance at the request of the recipient.

6. Cost-Share Requirement

Non-Federal cost-share is required for costs incurred under this Agreement if identified in block 11n of the Notice of Award. If pre-award costs are authorized, reimbursement of these costs is limited to Federal cost share percentage identified in this agreement.

7. Pre-Award Incurrence of Costs

NOTICE OF AWARD (Continuation Sheet)

PAGE 4 of 25	DATE ISSUED 09/24/2025
GRANT NO. P25AP02243-00	

The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this agreement are not allowable.

8. Award and Payment

1. The NPS will provide funding to the Recipient in an amount not to exceed the figure in block 11m of the Notice of Award for the Statement of Work described in Article VI and in accordance with the NPS approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.
2. Recipient shall request payment as applicable in accordance with the following:
 1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.
 2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
 3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
 4. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
 5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
 6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be "high risk" or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS AO that a payment request has been submitted. The NPS AO may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.

NOTICE OF AWARD (Continuation Sheet)

PAGE 5 of 25	DATE ISSUED 09/24/2025
GRANT NO. P25AP02243-00	

3. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory and funding is available.
4. Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Start Date of the Agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
5. Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

9. Reports and/or Outputs/Outcomes

1. Refer to the second page of the Notice of Award document for Federal Financial Report frequency and due dates. Performance Reports are also required at the same reporting frequency and due dates as the FFR. Reports must be submitted through the GrantSolutions "Manage Reports" functionality.
2. A final Performance Report and a final Federal Financial Report will be due 120 days after the end-date of the Term of Agreement. If the recipient does not submit the final report before the required due date, NPS is required to submit a finding of non-compliance to the Federal Awardee Performance and Integrity Information System (FAPIIS). Each report shall be submitted as described above.
3. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.334 *Retention Requirements for Records*.
4. Specific projects, tasks, or activities for which funds are reimbursed and/or advanced will be tracked and reported by the grantee's submission as defined in an addendum at the end of this Notice of Award.

10. Determination of Risk

In accordance with 2 C.F.R. § 200.205, the application for this award was subjected to a pre-award risk assessment which included a review of information contained within the application, past audits, responsibility and qualification data from SAM.gov, and/or past performance on previous Federal financial assistance awards and other factors.

This award has been determined to be a low risk with the following requirements:

1. Reports are due on an annual basis (see Article IX). Failure to submit timely reports may result in a determination of medium or high risk and be subject to additional grant terms and conditions.
2. Requests for payment may be made directly from the ASAP grant account without prior NPS approval after expenses have been incurred, invoiced, and paid. All documentation of expenses must be kept on file for audit purposes and may be requested by the NPS at any time. If payments

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are drawn down prior to invoice and payment or in amounts larger than costs incurred, the Recipient may be determined medium or high risk and be subject to additional grant terms and conditions.

11. Award Specific Terms & Conditions

Terms and conditions specific to this award are defined in the Program Specific Requirements section of this agreement.

12. Standard Terms and Conditions

1. DEPARTMENT OF INTERIOR STANDARD TERMS AND CONDITIONS, 2 CFR 200, 2 CFR 1402

Recipients must comply with all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars. Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

DOI terms and regulatory requirements located at:

- <https://www.doi.gov/grants/doi-standard-terms-and-conditions>
- eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- eCFR :: 2 CFR Part 1402 -- Financial Assistance Interior Regulation, Supplementing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. APPROVED INDIRECT RATE

Indirect costs must be charged consistently in accordance with the approved project budget, which is incorporated into this award as an attachment. If the recipient has a Federally approved indirect rate, it is the responsibility of the Recipient to work with their cognizant agency in a timely manner to avoid the expiration of the Federally negotiated rate. If the Recipient has never had a Federally approved negotiated indirect rate, they may utilize a 15% de minimis rate per 2 CFR 200.414.

3. RESERVED

4. KEY OFFICIALS

A. Communications - The recipient shall address any communication regarding this Agreement to the ATR/Program Officer with a copy to the Awarding/Grants Management Officer. Communications that relate solely to technical matters may be sent only to the ATR/Program Officer.

B. Changes in Key Officials - Recipient may not make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by Agency Approval.

5. PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

6. PROPERTY UTILIZATION

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All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 apply to this Agreement. All provided items must be consistently tracked and accounted for by the recipient and NPS both when provided to the recipient and upon return.

7. MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

A. This Agreement may be modified at any time, prior to the expiration date, only by agreement executed by both parties. Modifications will be in writing and approved by the NPS Awarding Officer and the authorized representative of Recipient.

B. Additional conditions may be imposed by NPS if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.

C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

8. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

A. General Reporting Requirements.

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.

B. Proceedings You Must Report

i. Submit the information required about each proceeding that:

ii. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government.

iii. Reached its final disposition during the most recent five-year period; and

iv. Is one of the following:

a) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition; or

b) 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; or

c) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of \$5,000 or more; or reimbursement, restitution, or damages in excess of \$100,000; or

d) Any other criminal, civil, or administrative proceeding if:

1. It could have led to an outcome described the award term and conditions.

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2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in the award terms and conditions. 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.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 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.

E. Definitions

i. 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 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—

1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

9. FUNDING USED FOR THE PURCHASE AND OPERATION OF UNMANNED AIRCRAFT SYSTEMS (UAS)

If Federal funding is provided to a State, local, tribal, or territorial government for the purchase or use of UAS for their operations, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

Per National Park Service Director Policy Memorandum 14-05, dated June 19, 2014, the launching, landing, and operating of unmanned aircraft, that is not under the control of the Federal government, on lands and waters administered by the National Park Service is prohibited unless approval is received from the Associate Director for such purposes as:

Scientific study, search and rescue operations, fire operations, and law enforcement. Administrative use includes the use of unmanned aircraft by:

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(i) NPS personnel as operators or crew;

(ii) cooperators such as government agencies and universities that conduct unmanned aircraft operations for the NPS pursuant to a written agreement; and

(iii) other entities, including commercial entities, conducting unmanned aircraft operations for the NPS, provided such entities are in compliance with all applicable FAA and Department of the Interior requirements.

10. PATENTS AND INVENTIONS (37 CFR 401)

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

In accordance with 37 CFR 401.3(a), the provision at 37 CFR 401.14(a), with authorized modifications for the National Park Service, is hereby included in this agreement:

(a) Definitions

(1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

(2) Subject invention means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of agreement performance.

(3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Small Business Firm means a small business concern as defined at section 2 of Public Law. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Nonprofit Organization means a university or other institution of higher education, or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights.

The Recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to this provision and 35 U.S.C. 203. With respect to any subject invention in which the Recipient retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

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(c) Invention Disclosure, Election of Title and Filing of Patent Application by Recipient

(1) The Recipient will disclose each subject invention to the National Park Service within two months after the inventor discloses it in writing to Recipient personnel responsible for patent matters. The disclosure to the National Park Service shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the National Park Service, the Recipient will promptly notify the National Park Service of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.

(2) The Recipient will elect in writing whether or not to retain title to any such invention by notifying the National Park Service within two years of disclosure to the National Park Service. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the National Park Service to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the National Park Service, be granted.

(d) Conditions When the Government May Obtain Title.

The Recipient will convey to the National Park Service, upon written request, title to any subject inventions

(1) If the Recipient fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the National Park Service may only request title within 60 days after learning of the failure of the Recipient to disclose or elect within the specified times.

(2) In those countries in which the Recipient fails to file patent applications within the times specified in (c) above; provided, however, that if the Recipient has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the National Park Service, the Recipient shall continue to retain title in that country.

(3) In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Recipient and Protection of the Recipient Right to File

(1) The Recipient will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Recipient fails to disclose the invention within the times specified in (c), above. The Recipient's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of the National Park Service except when transferred to the

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successor of that party of the Recipient's business to which the invention pertains.

(2) The Recipient's domestic license may be revoked or modified by the National Park Service to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and the National Park Service licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the National Park Service to the extent the Recipient, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the National Park Service will furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient will be allowed thirty days (or such other time as may be authorized by the National Park Service for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and National Park Service regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Recipient Action to Protect the Government's Interest

(1) The Recipient agrees to execute or to have executed and promptly deliver to the National Park Service all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and(ii) convey title to the National Park Service when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The Recipient agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under agreement in order that the Recipient can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Recipient will notify the National Park Service of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The Recipient agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the agreement) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts. The Recipient will include this provision, suitably modified to identify the parties, in all sub-agreements or subcontracts, regardless of tier, for experimental, developmental or research work. The sub-recipient or subcontractor will retain all rights provided for the Recipient in this provision, and the Recipient will not, as part of the consideration for awarding the sub-agreement or subcontract, obtain rights in the sub-recipient's or subcontractor's subject inventions.

(h) Reporting on Utilization of Subject Inventions. The Recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Recipient, and such other data and information as the National Park Service may reasonably specify. The Recipient also agrees to provide additional reports as may be requested by the National Park

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Service in connection with any march-in proceeding undertaken by the National Park Service in accordance with paragraph (j) of this provision. As required by 35 U.S.C. 202(c)(5), the National Park Service agrees it will not disclose such information to persons outside the government without permission of the Recipient.

(i) Preference for United States Industry. Notwithstanding any other part of this provision, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the National Park Service upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights. The Recipient agrees that with respect to any subject invention in which it has acquired title, the National Park Service has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the National Park Service to require the Recipient, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request the National Park Service has the right to grant such a license itself if the National Park Service determines that:

- (1) Such action is necessary because the Recipient or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs, which are not reasonably satisfied by the Recipient, assignee, or their licensees.
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee, or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Agreements with Nonprofit Organizations.

If the Recipient is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the National Park Service, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;
- (2) The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the National Park Service deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the

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Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the National Park Service may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures, or practices with the National Park Service when this review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication. Communications regarding matters relating to this provision shall be directed to the Deputy Associate Solicitor, Branch of Procurements and Patents, Office of the Solicitor, U.S. Department of the Interior, 1849 C Street NW, Washington, D.C. 20240.

11. ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA'S WORKERS PER E.O. 14005 (dated January 25, 2021)

Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

12. SECTION 508 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. Section 794 (d))

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. NOTE: Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information.

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to [Section 508.gov](http://Section508.gov), Create Accessible Digital Products. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later, Level AA Success Criteria.

a. Electronic documents with images

Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables

When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to

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associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms

When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

13. ANTI-DEFICIENCY ACT

Pursuant to 31 U.S.C. Section 1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

14. ASSIGNMENT

No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

15. MEMBER OF CONGRESS

Pursuant to 41 U.S.C. Section 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

16. AGENCY

The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent itself as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

17. NON-EXCLUSIVE AGREEMENT

This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

18. PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. NO EMPLOYMENT RELATIONSHIP

This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

20. NO THIRD-PARTY RIGHTS

This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended, nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

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21. PROGRAM INCOME

If the Recipient earns program income, as defined in 2 CFR Section 200.1, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR Section 200.305 (5)). As allowed under 2 CFR Section 200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

22. RIGHTS IN DATA

The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

23. CONFLICT OF INTEREST

(a) Applicability.

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict-of-interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.

(d) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

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(e) Review Procedures. The Financial Assistance Officer will examine each conflict-of-interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

24. BUILD AMERICA, BUY AMERICA

Pursuant to 2 CFR Part 184 – Buy America Preferences for Infrastructure Projects. None of the funds under an award may be obligated for an infrastructure project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the U.S., unless subject to an approved waiver. This part applies to an entire infrastructure project even if funded by Federal and non-Federal funds under one or more awards. Recipients must include this preference in all subawards, contracts, and purchase orders related to infrastructure projects under Federal awards.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#). Additional information can also be found at the White House Made in America Office website: [Made In America | OMB | The White House](#).

Waivers

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: [Approved DOI General Applicability Waivers | U.S. Department of the Interior](#)

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. If a general applicability waiver does not already apply, a request to waive the application of the domestic content procurement preference may be submitted to the Financial Assistance Awarding Officer in writing. Waiver request submission requirements are described at: [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#).

Questions pertaining to waivers should be directed to the *Financial Assistance Awarding Officer*.

Definitions

The definitions applicable to this term are set forth at 2 CFR Section 184.3, the full text of which is incorporated by reference. For additional legal definitions and sourcing requirements, the recipient must consult the [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#), [2 CFR Part 184](#), and the [OMB Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure](#).

25. SIGNATURES

Recipients are NOT required to sign the Notice of Financial Assistance Award letter or any other award document. As per DOI standard award terms and conditions, the recipient's acceptance of a financial assistance award is defined as the start of work, drawing down funds, or accepting the award via electronic means.

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26. EXECUTIVE ORDERS AND DEPARTMENT OF THE INTERIOR SECRETARY ORDERS

Recipients must comply with all applicable Presidential Executive Orders found at: <https://www.whitehouse.gov/presidential-actions/> and all applicable DOI Secretary's Orders found at: <https://www.doi.gov/document-library/secretary-order> that are in effect at the time of award, or that may take effect during the period of performance of the award.

Program Specific Requirements

1. NPS Oversight

The NPS will provide oversight of this grant project through the following NPS reviews:

1. Review and approval of interim and final reporting to include compliance with 2 CFR 200;
2. Review and approval for compliance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*;
3. Review and approval for compliance with Sections 106 (54 USC 306108) and 110f (54 USC 306107) of the National Historic Preservation Act in coordination with the appropriate State Historic Preservation Office;
4. Review and approval for compliance with the National Environmental Policy Act (NEPA);
5. Review and approval of project signage to notify the public of federal involvement as applicable; and
6. Any other reviews as determined by the NPS based on program needs or financial/programmatic risk factors (i.e., draft National Register nomination if required, etc.).

2. Requirements for National Historic Preservation Act (NHPA) Compliance

54 USC 306108 requires that federal agencies consider the effects of federally funded projects on historic properties. The Advisory Council on Historic Preservation (ACHP) has issued regulations in 36 CFR 800 to direct the review process. Pursuant to 36 CFR 800.14, federal agencies are allowed to develop Program Alternatives to tailor the review process to meet program needs. On August 28, 2024, the NPS, the ACHP, and the National Council of State Historic Preservation Officers signed the Programmatic Agreement Regarding Cultural Resources Grants and Financial Assistance (GFA PA).

54 USC 306107 directs federal agencies to the maximum extent possible, to minimize harm to National Historic Landmarks (NHL's). According to 36 CFR 800.10, any project involving an NHL that may have a direct or adverse effect on the NHL requires the recipient to notify the NHL Program regarding the proposed project. *See the specific instructions regarding coordinating with NHLs under "NPS Review of Planning/Design Documents for National Historic Landmarks" in this agreement regarding coordinating with NHLs.*

54 USC 306113 generally prohibits the NPS from funding any recipient or sub-recipient that attempts to avoid the requirements of 54 USC 306108 and 36 CFR 800. Recipients must make every effort to fund preservation projects that do no harm or produce adverse effects to historic properties. Should it be

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discovered a recipient or sub recipient has deliberately damaged an historic property to avoid statutory requirements (anticipatory demolition), the NPS must be notified to determine, in consultation with the ACHP, if the project can be funded by the NPS.

All NHPA compliance activities must be completed prior to the commencement of any ground disturbance, pre-construction and or construction activities.

3. Requirement for National Environmental Policy Act (NEPA) Compliance

All funded grants are subject to the requirements of 42 USC 4321 et seq. the National Environmental Policy Act (NEPA) of 1996, as amended. NEPA requires federal agencies to consider the reasonably foreseeable environmental consequences of all grant-supported activities. Recipients are required to notify the NPS of any reasonably foreseeable impacts to the environment from grant supported activities or certify that no such impacts will arise upon receipt of a grant award. The NPS has determined that most grant funded projects are not expected to individually or cumulatively have a significant impact on the environment. Exceptions usually involve construction or archeological work. For projects involving construction or archeological work, the recipient should use HPFOnline to submit an Environmental Screening Worksheet. The submittal of the completed Worksheet will assist the NPS in determining which, if any, Categorical Exclusion from NPS Director's Order 12 may be utilized.

All NEPA compliance activities must be completed prior to the commencement of any ground disturbance, pre-construction and or construction activities.

4. Requirement for compliance with the Americans with Disabilities Act of 1990 (ADA), the Architectural Barriers Act of 1968 (ABA), and Section 504 of the Rehabilitation Act of 1973.

The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building in whole or in part with federal funds (except private residential structures), requires compliance with the following:

42 USC 1213, 47 USC 155, 201, 218, 225, the 1990 Americans with Disabilities Act (ADA)

42 USC 4151 et seq the Architectural Barriers Act of 1968 (ABA)

The NPS is considered a "Section 504 Agency" per the definition in USC 29 1640.2 as an agency that extends or provides federal financial assistance to programs or activities of recipients.

Pursuant to 28 CFR 35.104, the implementing regulations of the Americans with Disabilities Act, alterations to the property must be in compliance with all applicable regulations and guidance.

5. Unanticipated Discovery Protocols

At a minimum, unanticipated discovery protocols for subgrants or contracts shall require the sub-grantee or contractor to immediately stop construction in the vicinity of the affected historic resource and take reasonable measures to avoid and minimize harm to the resource until the SHPO or THPO, sub-grantee or contractor, and Indian Tribes, as appropriate, have determined a suitable course of action within 15 calendar days. With the express permission of the SHPO and/or THPO, the sub-grantee or contractor may perform additional measures to secure the jobsite if the sub-grantee or contractor determines that unfinished work in the vicinity of the affected historic property would cause safety or security concerns.

6. Eligible Costs

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Eligible costs under this award are as described in this Notice, 2 CFR 200, and the Historic Preservation Fund Grants Manual (HPF Manual).

For this program eligible costs also include:

1. Projects under the eligible program areas as defined by the National Historic Preservation Act (NHPA);
2. Administrative costs necessary to complete and administer the grant requirements;
3. Rehabilitation of properties;
 1. Eligible properties include historic districts, buildings, sites, structures and objects listed or eligible for listing in the National Register of Historic Places or applicable Tribal Register;
 2. Unlisted properties that receive funding must complete and submit a nomination as part of the project;
 3. All work must meet the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*; and
 4. All projects receiving repair assistance must enter into a preservation agreement/covenant/easement
4. Cost for producing a nomination to the National Register of Historic Places (if applicable);
5. Cost for administering an easement/covenant for the property;
6. Cost for any required audits or financial requests;
7. Cost for the production of project signs;
8. Costs for public notice of grant opportunities;
9. Costs associated with required training or reporting; and
10. Any other costs as determined eligible by the NPS in accordance with the OMB circulars, NPS policies, and the Historic Preservation Fund Grants Manual.

The total of administrative and indirect costs necessary to complete and administer the grant cannot exceed 25% of total cost (primary and subgrants combined). This limitation for the Historic Preservation Fund is by statute 54 USC 302902. Administrative costs as defined in the April 27, 2018 memo to the *Historic Preservation Fund Grants Manual* are:

Allowable, reasonable, and allocable costs related to the overall management of activities directly related to finance (accounting, auditing, budgeting, contracting), general administrative salaries and wages (grant administration, personnel, property management, equal opportunity) and other "overhead" functions (general legal services, general liability insurance, depreciation on buildings and equipment, etc.) not directly attributable to specific program areas identified in the grant agreement. All administrative costs reported must be absolutely necessary for project and/or program implementation, such as the cost items identified in the final grant agreement or items otherwise approved in writing by the NPS Awarding Officer (AO).

7. Eligible Costs

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Eligible costs under this award are as described in the approved Statement of Work and budget in this agreement, 2 CFR 200, and the Historic Preservation Fund Grants Manual (HPF Manual).

For this program eligible costs also include:

1. Projects under the eligible program areas as defined by the National Historic Preservation Act (NHPA);
2. Administrative costs necessary to complete and administer the grant requirements;
3. Survey and Inventory of historic resources to determine eligibility;
4. Cost for producing a National Register of Historic Places or National Historic Landmark nomination (if applicable);
5. Conservation of collections;
6. Cost for any required audits or financial requests;
7. Cost for the production of project signs, if applicable;
8. Costs for public notice of grant opportunities;
9. Costs associated with required training or reporting; and
10. Any other costs as determined eligible by the NPS in accordance with the OMB circulars, NPS policies, and the Historic Preservation Fund Grants Manual.

The total of administrative and indirect costs necessary to complete and administer the grant cannot exceed 25% of total cost (primary and subgrants combined). This limitation for the Historic Preservation Fund is by statute 54 USC 302902. Administrative costs as defined in the April 27, 2018 memo to the *Historic Preservation Fund Grants Manual* are:

Allowable, reasonable, and allocable costs related to the overall management of activities directly related to finance (accounting, auditing, budgeting, contracting), general administrative salaries and wages (grant administration, personnel, property management, equal opportunity) and other “overhead” functions (general legal services, general liability insurance, depreciation on buildings and equipment, etc.) not directly attributable to specific program areas identified in the grant agreement. All administrative costs reported must be absolutely necessary for project and/or program implementation, such as the cost items identified in the final grant agreement or items otherwise approved in writing by the NPS Awarding Officer (AO).

8. Equipment Purchases

Each item of equipment purchased under this award must be approved specifically and in writing by the NPS prior to purchase to confirm the allowability of the costs. Approval of the application is not approval of equipment included within the application. Equipment is defined by 2 CFR 200.1 as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$10,000.

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9. Consultants & Contractors

Consultant/contractor(s) must have the requisite experience and training in historic preservation or relevant field to oversee the project work. All consultants and contractors must be competitively selected and documentation of this selection must be maintained by the grantee and be made readily available for examination by the NPS. Federal contracting and procurement guidance can be found in 2 CFR 200.318.

10. Requirement for Project Sign & Public Notification

As stipulated in 36 CFR Part 800, public views and comments regarding all Federally-funded undertakings on historic properties must be sought and considered by the authorizing Federal agency. Therefore, the grantee is required to post a public notification regarding the undertaking under this grant in one or more of the major newspapers or news sources that cover the area affected by the project within 30 days of receiving this awarded grant agreement. A copy of the posted notice must be submitted to NPS within 30 days of the posting.

HPF funded projects must create public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate. Signage/notification must be submitted for approval by the ATR in advance. Also the sign/notification must be of reasonable and adequate design and construction to withstand weather exposure (if appropriate); be of a size that can be easily read from the public right-of-way; and be accessible to the public throughout the project term as stipulated in this agreement. At a minimum, all notifications must contain the following statement:

"[Project Name] is being supported in part by an Underrepresented Communities grant from the Historic Preservation Fund administered by the National Park Service, Department of the Interior."

Additional information briefly identifying the historical significance of the property and recognizing other contributors is encouraged and permissible. The NPS arrowhead logo may only be used in conjunction with the HPF approved signage format that can be provided upon request. Any other use of the logo is prohibited.

Cost of posting, fabricating, and erecting notification are eligible grant costs.

11. Publicity & Press Releases

Press releases about this project must acknowledge the grant assistance provided by the [GRANT PROGRAM] and the National Park Service, and copies of the press releases must be provided to the NPS. The Recipient must transmit notice of any public ceremonies planned to publicize funded or related projects in a timely enough manner so that the NPS, Department of the Interior, Congressional or other Federal officials can attend if desired. All publicity and press releases related to activities funded with this award should include a statement that funding for the activity was provided (in part or in whole) by the [GRANT PROGRAM] administered by the National Park Service, Department of Interior.

12. Funding Acknowledgement

The grantee must include acknowledgment of grant support from the [GRANT PROGRAM] of the National Park Service, Department of Interior, in all deliverables and publications concerning NPS grant-supported activities as referenced in the Statement of Work.

All deliverables must contain the following disclaimer and acknowledgement:

"This material was produced with assistance from the [GRANT PROGRAM], administered by the

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National Park Service, Department of the Interior under Grant Number [insert grant number, block 4a of this Notice of Award's coversheet]. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

1. Deliverables/publications include but are not limited to grant project reports; books, pamphlets, brochures or magazines; video or audio files; documentation of events, including programs; invitations and photos; websites; mobile apps; exhibits; and interpretive signs.
2. All digital copies must follow the file naming convention described in the attached Digital Product Submission Guidelines. Refer to the attached guidance document for instructions on creating, naming and submitting digital copies of deliverables/publications.
3. All consultants hired by the grantee must be informed of this requirement.
4. Grantees, subgrantees, contractors may not use the NPS Arrowhead in any form without written permission.

13. Copyright

Per 2 CFR 200.315(b), the NPS reserves a royalty-free right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so. All photos included as part of the application, interim & final reporting and deliverables/publication will be considered released to the NPS for future official use. Photographer, date, and caption should be identified on each photo, so NPS may provide proper credit for use.

A digital copy of all deliverables must be available for public access. Sensitive information SHOULD be redacted from the public access copy.

All consultants hired by the Recipient must be informed of this requirement.

14. Easement/Covenant Requirement

Section 54 USC 302902 of the National Historic Preservation Act requires Historic Preservation Fund grantees agree to assume, after the completion of the project, the total cost of continued maintenance, repair and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior. Accordingly, recipients awarded funds for the physical preservation of a historic site shall sign a preservation agreement/covenant/easement (easement) with the State or Tribal Historic Preservation Officer in which the site is located or with a nonprofit preservation organization acceptable to the NPS. For competitive (project) grants, a draft copy of the preservation covenant/easement template must be submitted to the NPS Program Officer within one year of grant agreement execution for review and comment.

All preservation easements must be executed by registering it with the deed of the property. Baseline documentation of the character defining features of the site must be documented prior to construction through photographs. The preservation easement must document the grant assisted condition of the site and the historic character defining features as part of the document registered with the deed.

The term of the preservation easement is dependent on the amount of assistance the historic property receives from this opportunity per the table below and its current easement/covenant status:

1. If the historic property is not currently protected by a preservation easement, a preservation easement must be executed for the term as given in the table below per the amount of funding awarded.

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2. If the historic property is currently subject to a preservation easement that was NOT created as a requirement of a previous federal grant but meets federal requirements, an amendment shall be executed for an additional duration to meet the requirements of the funding awarded. For example, if a property had 10 years remaining on a previous 20-year easement and receives \$300,000 in HPF funding, an amendment to add 5 years would be required to meet the 15-year duration requirement.
3. If the historic property is currently subject to an easement that was created as a requirement of a previous federal grant, an amendment must be executed for the full additional duration required by the new funding awarded. For example, if a property had 10 years remaining on a previous HPF grant induced easement and receives \$300,000 in HPF funding, an amendment to add 15 years would be required. The resulting property will then be protected by an easement for a total of 25 years from the effective date of the easement.
 1. If a property receives multiple grants, the minimum required duration of the easement for each grant will be added together for a cumulative duration requirement. For example, if a property receives three HPF grants in successive years, each for \$500,000, the minimum required easement duration would be 45 years.
4. If the historic property is currently protected by a perpetual or other non-HPF induced preservation easement that meets or exceeds federal requirements as determined by the NPS, no additional duration or amendments are necessary.
 1. Recipients who plan to apply for multiple HPF grants for a single property may execute a perpetual easement to satisfy the requirement and reduce the administrative costs of amendments.

Amount of Federal Assistance Awarded	Covenant/Easement Term Requirement - applies to EACH grant awarded
\$1-\$50,000	5-year minimum preservation agreement; a covenant/easement amending the deed is not required
\$50,001 - \$250,000	10-year minimum preservation covenant/easement
\$250,001 - \$500,000	15-year minimum preservation covenant/easement
\$500,001- \$750,000	20-year minimum preservation covenant/easement
\$750,001+	25-year minimum preservation covenant/easement

15. NPS Review of Planning/Design Documents for National Historic Landmarks

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The Recipient must submit documents for the entire undertaking to the NPS for its review and approval to ensure conformance with the Secretary of the Interior's *Standards and Guidelines for Archeology & Historic Preservation*, Historic Preservation Fund Grant Manual, and with the conditions listed in this Grant Agreement, **prior** to the beginning of grant-assisted work. Work that does not comply with these Standards in the judgment of the NPS will not be reimbursed, and may cause the grant to be terminated and funds deobligated.

The Recipient must submit the following:

- a site plan that has the north direction clearly marked;
- a city/county map with the site of the property clearly labeled;
- set of plans and specifications for the project;
- digital images of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan;
- digital images of all interior major rooms and those involved in the project, labeled and keyed to a floor plan;
- for NHL Districts include overall views of the district from the project area; and
- any additional information that will better enable a technical review of the project to be completed.

16. GIS Spatial Data Transfer Standards

All GIS data collected with shall be in compliance with the NPS Cultural Resource Spatial Data Transfer Standards with complete feature level metadata. Template GeoDatabases and guidelines for creating GIS data in the NPS cultural resource spatial data transfer standards can be found at the NPS Cultural Resource GIS Facility webpage:

https://www.nps.gov/crgis/crgis_standards.htm

Technical assistance to meet the NPS Cultural Resource Spatial Data Transfer Standard specifications will be made available as requested. Execution of a Data Sharing Agreement between the NPS and the Recipient shall take place prior to collection of GIS data using HPF funds, as applicable.

Compliance with this award term will satisfy the requirements of 43 U.S.C. Chapter 46 - Geospatial Data, Section 2801-2811 cited within the Department of the Interior Financial Assistance General Terms and Conditions III.H. (effective April 1, 2025).

17. Funding for Use of Unmanned Aircraft Systems (UAS) (AKA Drones)

Grant funding for unmanned aircraft systems (UAS) usage is eligible only in the contracting of an experienced, licensed contractor of UAS who possesses the appropriate license, certifications, and training to operate UAS. The contractor is required to provide proof of liability insurance in the operation of UAS for commercial use.

If funding is provided to a state, tribal, local, or territorial government, or other non-profit organization for the use of UAS as part of their scope of work, the recipient must have in place policies and procedures

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to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

18. Requirement for Training

At the direction of the National Park Service, personnel associated with management of the grant program may be required to attend trainings and/or meetings. The grantee will be provided adequate notice to plan for any required activities; expenses incurred as part of this requirement are eligible to charge towards the grant.

AWARD ATTACHMENTS

CITY OF ST PETERSBURG

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1. Digital Products Submission Guidelines
2. FY24 URC Addenda

Digital Product Submission Guidelines

The National Park Service's (NPS) State, Tribal, Local Plans & Grants (STLPG) Division developed these guidelines to outline the digital product submission process for grant recipients. These guidelines specify the types of products that should be submitted, supply guidance on the file names and formats grant recipients should use, and define how submissions should be made.

Products submitted digitally may be uploaded and shared with the general public through the [Integrated Resource Management Application \(IRMA\)](#), the NPS's digital repository system. The see grant products that have already been uploaded, use the above link, choose Historic Preservation Fund (HPF) under "Select a Park, Office, Program or Region" and selected a category of featured context.

What to submit:

- Provide one digital copy of each deliverable or publication under your grant agreement. Refer to the Reports, Outputs, & Outcomes article to find the deliverables and publications specified in your grant agreement.
- Deliverables and publications include, but are not limited to, the following materials:

SUBMIT	DO NOT SUBMIT
Reports, plans and guidelines (including historic structure reports, design guidelines, economic impact studies, treatment reports, historic context statements, preservation plans)	Digital copies saved on CD/DVD-Rs or flash drives (unless arrangements have been made with your grant administrator)
Substantive event materials (including programs, proceedings, handouts, photographs)	Confidential/restricted reports that cannot be viewed by the general public (including archeological reports, architectural reports on federal buildings or restricted sites)
Professionally produced content (including books, documentaries, oral histories, presentations and PSAs)	Other documentation not intended for the general public (including survey forms, financial records, correspondence)
Interpretive products (including books, brochures, posters, interpretive tours, coloring books or other youth-focused products, lesson plans)	Ephemeral products unlikely to be of future value to the general public (including flyers, postcards, invitations, meeting minutes)
Online content (including websites, story maps, and other web-based projects)	

- **Final grant products may be made available to the general public and should, by default, feature the NPS disclaimer.** Printed products must feature a printed disclaimer when feasible. Audio products must include a spoken version of the disclaimer. Video products must include the disclaimer as an on-screen graphic. A disclaimer is not required when it would be unreasonable to do so, such as on size-restrictive publications like postcards or flyers.

"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

- For additional questions about the required disclaimer, consult with your grant manager.

Naming files for submission:

- Name each file you will be submitting using the following naming convention:
[Grant Program]_[Fiscal Year]_[Grantee's State Abbreviation]_[Legal Name of Grantee or Subgrantee]_[Grant Number]_[Short File Description]
- Do not use spaces or special characters (#, %, &, ?) in the file name.
- For "Short File Description," write a brief (less than 50 characters), unique description that would help someone easily and quickly identify the file.
- If files are part of a series, append the number 001, 002, etc. to the end of the description.
Ex: Audio files from a FY2018 grants by the DC State Historic Preservation Office
SHPO_18_DC_GranteeHistoricDistrict_P17AF00001_JohnDoeInterview001.mp3
SHPO_18_DC_GranteeHistoricDistrict_P17AF00001_JohnDoeInterview002.mp3
- Use the appropriate abbreviation for your grant program in the file name:

Grant Program	Abbreviation
African American Civil Rights	<i>AACR</i>
Hurricanes Florence & Michael and Typhoon Yutu Recovery	<i>FYM</i>
Hurricanes Harvey, Irma, & Maria Recovery	<i>HIM</i>
Historically Black Colleges & Universities	<i>HBCU</i>
Historic Preservation Fund	<i>HPF</i>
Paul Bruhn Historic Revitalization Grants	<i>PBHRG</i>
Save America's Treasures	<i>SAT</i>
Semiquincentennial	<i>SEMI</i>
State Historic Preservation Office	<i>SHPO</i>
Tribal Heritage Grants	<i>THG</i>
Tribal Historic Preservation Office	<i>THPO</i>
Underrepresented Communities	<i>URC</i>

Required file formats and resolution standards:

- *Reports and publications*: PDF files created at 300 ppi (pixels per inch) minimum and 100% of the original document size. Convert authoring formats to PDFs (for example, saving Word or InDesign files as PDFs). When born-digital is not available, provide high resolution scans of printed materials as PDFs. Preference is for PDF/A-1 or PDF/A-2 format over standard PDF.
- *Photos*: JPEG or TIFF files saved at a minimum resolution of 3000 x 2000 pixels (or 6 megapixels).
 - **When submitting photographs, include captions, photo credit, and a signed release form (if needed).** [Photo release forms are available on the STLPG website.](#)
 - **Development (construction) grants must submit photographs of all work completed under the grant, including at least three views of the overall structure and all elements of the scope of work.** Refer to the [NPS Documenting Historic Places on Film guidelines](#) for more information on photographing a variety of historic environments and buildings.
- *Videos*: MP4 files saved at a resolution of 1280 by 720 pixels. All videos produced with HPF funding should include closed captioning. When reasonable, provide transcripts of videos as Word documents.
- *Audio*: Uncompressed WAV files. When reasonable, provide transcripts of audio files as Word documents.
- For more information about formatting deliverables, consult the [National Archives' Tables of File Formats](#).

Creating an index file for your submission:

- Include this information in the index file for each product that is being submitted:
 - Grant Number
 - Subgrant Number (if applicable)
 - Title of Product
 - Filename
 - Product Creator(s) (give full names and their roles include up to 5 names or organizations)
 - Date Completed
 - Extent (number of pages, photographs, or length of audio/video files; use when applicable)
 - Description (up to 200 words)
- Save the index file as a Microsoft Word document using the following naming convention:

[Grant Program]_[Fiscal Year]_[Grantee's State Abbreviation]_[Legal Name of Grantee or Subgrantee]_[Grant Number]_Index.docx

Ex. SHPO_18_DC_GranteeHistoricDistrict_P17AF00001_Index.docx
- Only submit one index per submission, including all of the products in that submission

Submitting Your Files:

1. Email stlpg@nps.gov to ask to be added to your grant folder.
2. You will receive an e-mail from the Records Management Assistant's e-mail account with the subject '[RM Assistant Name] shared the folder "[Grant Name]" with you'. Click 'Open' in the e-mail.
3. You will be sent to a page asking you to Request Verification Code. Click 'Send Code.'
4. A second e-mail from no-reply@sharepointonline.com with the subject 'Code [Eight digit number] is your Microsoft SharePoint verification code.'
 - a. Copy the code from the e-mail and paste into the box on the 'Enter Verification Code' page that appeared after you requested a code be sent to you.
5. Click the 'Upload' button at the top of the page.
 - a. It will give you the option to either upload file(s) or a folder.
6. In the new window, click on the file you wish to upload and then 'Open'. The file should now appear on the page.
7. E-mail the stlpg@nps.gov account to notify them that the files have been submitted using the template provided in your welcome e-mail. Unlike the previous system, there is no notification given when a file is uploaded and your files will not be considered submitted until this email is received.

Reviewing submitted files:

- When NPS receives the files, we will review your submitted products for compliance with the HPF grants manual, the Secretary of the Interior's Standards of Archeology and Historic Preservation, and any other relevant requirements.
- If there are issues with the submitted files or grants products, your grant manager will contact you and may ask for corrections and resubmission if necessary.
- NPS will also determine whether the submitted products are suitable for sharing with the general public through the [Integrated Resource Management Application \(IRMA\)](#), the NPS's digital repository system. If so, we will upload the files there and make them publicly available.

**Addendum
to
Grant Agreement
P25AP02243**

1. Addendum to Approved Budget

The approved budget to complete the work under this grant is further defined as follows:

Budget Item	Federal Admin	Federal Program	Recipient Share Admin	Recipient Share Program	Total
<i>Personnel</i>	\$ -	\$ -	\$ 3,324	\$ -	\$ 3,324
<i>Fringe Benefits</i>	\$ -	\$ -	\$ 1,549	\$ -	\$ 1,549
<i>Travel</i>	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Supplies</i>	\$ -	\$ 500	\$ -	\$ -	\$ 500
<i>Equipment</i>	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Contractual</i>	\$ -	\$ 74,000	\$ -	\$ -	\$ 74,000
<i>Construction</i>	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Other</i>	\$ -	\$ 500	\$ -	\$ -	\$ 500
<i>Indirect Costs</i>	\$ -	\$ -	\$ 7,987	\$ -	\$ 7,987
Total	\$ -	\$ 75,000	\$ 12,860	\$ -	\$ 87,860

2. Addendum to Article 4 – Statement of Work

The Statement of Work to be performed in accordance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*, and as determined eligible in the National Historic Preservation Act (NHPA), 54 U.S.C 300101 et. seq., and in the Historic Preservation Grant Fund Manual, is further defined to include:

- A. Comprehensively research and survey Deuces Neighborhood as per *National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation*.
- B. Prepare and submit a district nomination to the National Register of Historic Places for the Deuces Neighborhood including significance to African American history in the area.
- C. Submit draft documentation to NPS Grant Manager as described in the Reports, Outcomes, and Deliverables section below.
- D. Work closely with the community throughout the district nomination process.

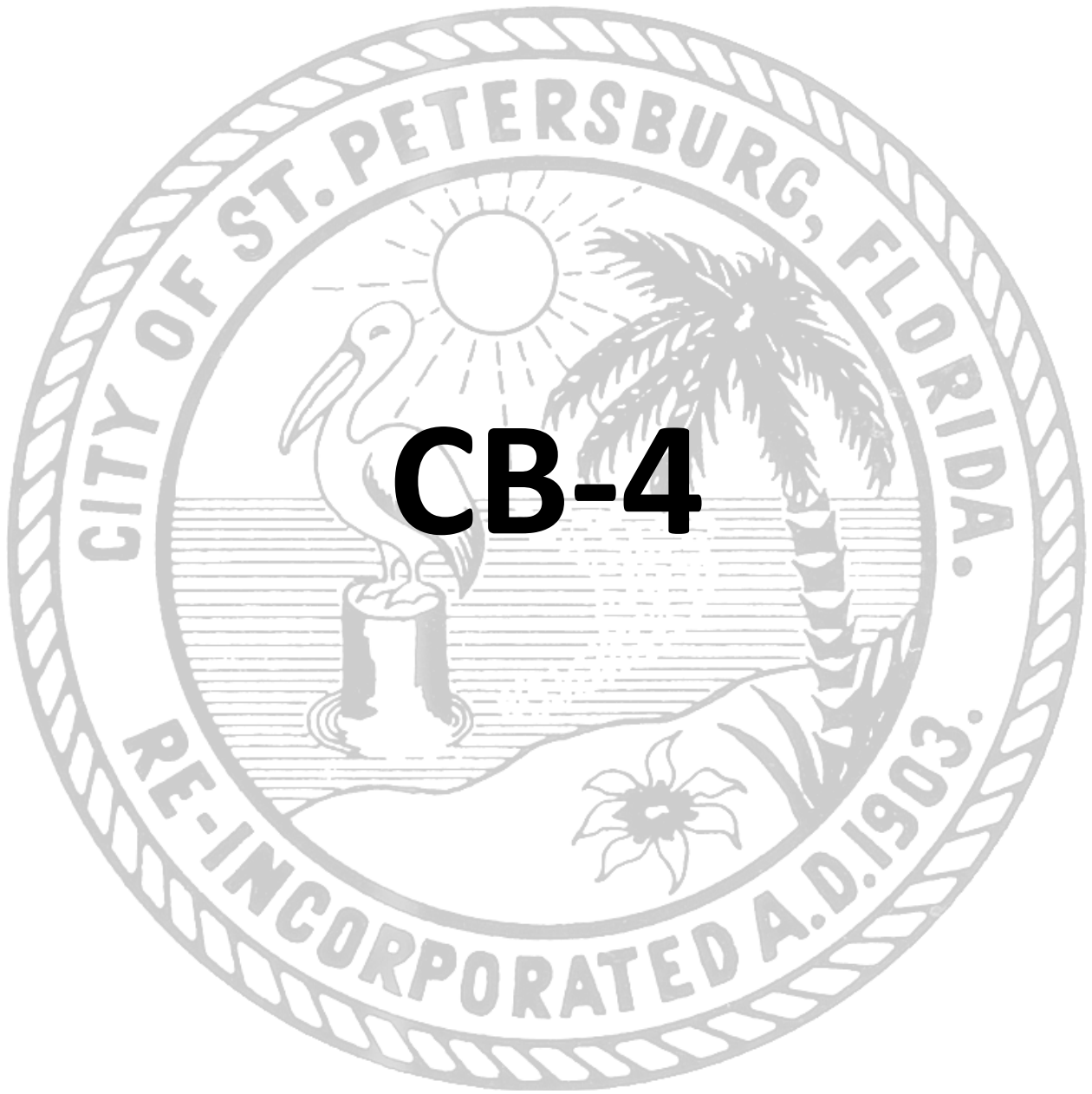
3. Addendum to Article 9 – Reports and/or Outputs/Outcomes

The Reports, Outcomes, and Deliverables are further defined to include:

- A. Draft documents to be submitted digitally to NPS Grant Manager and reviewed as related to the Statement of Work:
 - i. Draft documents including text, layout, etc., for any public notification of the project in the form of a project sign, website posting, and/or proper credit for announcements and publications as appropriate. (see Requirement for Project Sign & Public Notification)
 - ii. Selected consultant qualifications prior to signing contract.
 - iii. National Register nominations or amendments submitted for preliminary review at 75% draft.
 - iv. Draft documents including text, layout, etc., for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee, by name or title. See the Department of the Interior Standard Terms and Conditions.
- B. The Final Report package must be submitted no later than 120 days after the end of the period of performance. The Final Report must include:
 - i. Final SF-425, Federal Financial Report (FFR), for entire grant period.
 - ii. Final Project Grant Worksheet, including your Final Narrative. Also known as the final Performance Progress Report (PPR).
 - iii. Completed SF-428B Tangible Personal Property Report Final Report or SF-428C, Tangible Personal Property Disposition Request/Report, if applicable.
 - iv. Final Project Deliverables:
 - 1. Survey Summary Report including description of the survey project's process, an analysis of the data, and any conclusion that sums up the findings. The survey report should include plans for dissemination and next steps, and should incorporate any special material such as photos, maps, or copies of important documents. Submit one digital copy with your final report.
 - 2. Final National Register nomination(s). Submit one digital copy of each nomination with your final report. Each nomination must be approved by the National Park Service and officially listed in the National Register of Historic Places by the Keeper of the Register or his or her designee.
 - 3. Photographs. Submit at least three (3) high resolution digital images representative of your grant project's successful outcome.
 - 4. Publications or products (workshops, handouts, maps, pamphlets, webinars, videos, etc.) produced using this grant, if applicable. Submit one digital copy of each publication or product with your final report.

The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to execute the Interlocal Agreement for Reimbursement for Modifications to the Pinellas County Water Quality Dashboard; and providing an effective date. (ECID Project No. 26044-130; Oracle No. 21484)

Please scroll down to view the backup material.



CB-4

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 11, 2026

TO: The Honorable Lisset Hanewicz, Chair and Members of City Council

SUBJECT: A Resolution authorizing the Mayor or his designee to execute the Interlocal Agreement for Reimbursement for Modifications to the Pinellas County Water Quality Dashboard; and providing an effective date. (ECID Project No. 26044-130; Oracle No. 21484)

EXPLANATION: The Pinellas County Public Works Department is responsible for monitoring water quality in creeks, lakes, bays and intercoastal waterways within Pinellas County (“County”) and other municipalities as identified in other Interlocal Agreements to meet regulatory program requirements. To assist with this effort, the County developed and maintains a Water Quality Dashboard. This dashboard was designed to summarize surface water quality monitoring results in an accessible and useful way for policy makers, scientists, environmental managers, and the public.

The City of St. Petersburg (“City”) is responsible for similar monitoring programs within City limits to meet similar regulatory program requirements.

The goal of the Interlocal Agreement for the Water Quality Dashboard is for the City data to also be displayed on the County dashboard, effectively having all water quality data displayed in one place since surface waters flow across municipal boundaries.

The initial fee to be paid by the City will be \$4,500 to cover costs associated with the development and maintenance of the data code for one year of public viewing with the annual fee for each subsequent year at \$2,000 with an expiration date of December 31, 2028, unless terminated or renewed as explained in the Agreement terms.

The City’s yearly funding commitment is contingent upon the City Council approving the funding in its annual budget process.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute the Interlocal Agreement for Reimbursement for Modifications to the Pinellas County Water Quality Dashboard; and providing an effective date. (ECID Project No. 26044-130; Oracle No. 21484)

COST/FUNDING/ASSESSMENT INFORMATION: Funds for the current fiscal year have been previously appropriated in the Stormwater Utility Operating Fund (4011), Engineering and Capital Improvements Department, Administration Division (130.1341). Funding for future years will be included in the City’s annual budget subject to approval by City Council.

ATTACHMENTS: Interlocal Agreement for the Reimbursement for Modifications to the Pinellas County Water Quality Dashboard.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE INTERLOCAL AGREEMENT FOR REIMBURSEMENT FOR MODIFICATIONS TO THE PINELLAS COUNTY WATER QUALITY DASHBOARD; AND PROVIDING AN EFFECTIVE DATE. (ECID PROJECT NO. 26044-130; ORACLE NO. 21484)

WHEREAS, Section 163.01, Florida Statutes, et. seq. authorizes counties and municipalities to enter into cooperative agreements for the mutual advantage of each governmental entity; and

WHEREAS, the Pinellas County Public Works Department is responsible for monitoring water quality in creeks, lakes, bays and intercoastal waterways within Pinellas County (“County”) and other municipalities as identified in other Interlocal Agreements to meet regulatory program requirements; and

WHEREAS, to assist with this effort, the County developed and maintains a Water Quality Dashboard designed to summarize surface water quality monitoring results in an accessible and useful way for policy makers, scientists, environmental managers, and the public; and

WHEREAS, The City of St. Petersburg (“City”) is responsible for similar monitoring programs within City limits to meet similar regulatory program requirements; and

WHEREAS, the agreement will allow City data to also be displayed on the County dashboard, effectively having all water quality data displayed in one place since surface waters flow across municipal boundaries; and

WHEREAS, the City will initially pay \$4,500 to cover costs associated with the development and maintenance of the data code for one year of public viewing with the annual fee for each subsequent year at \$2,000 with an expiration date of December 31, 2028, unless terminated or renewed as explained in the Agreement terms; and

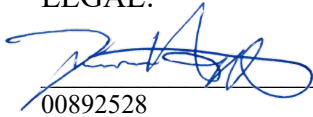
WHEREAS, funds for the current fiscal year have been previously appropriated in the Stormwater Utility Operating Fund (4011), Engineering and Capital Improvements Department, Administration Division (130.1341) and funding for future years will be included in the City’s annual budget subject to approval by City Council; and

WHEREAS, Administration recommends approval of the Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor or his designee is authorized to execute the Interlocal Agreement for Reimbursement for Modifications to the Pinellas County Water Quality Dashboard.

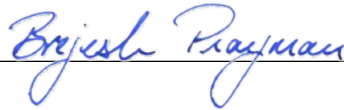
This resolution shall take effect immediately upon its adoption.

LEGAL:



00892528

DEPARTMENT:



**INTERLOCAL AGREEMENT FOR REIMBURSEMENT FOR
MODIFICATIONS TO THE PINELLAS COUNTY WATER QUALITY DASHBOARD**

This Interlocal Agreement for Reimbursement for Modifications to the Pinellas County Water Quality Dashboard ("AGREEMENT") is entered into this ____ day of _____ 2026, between Pinellas County, a political subdivision of the State of Florida ("COUNTY") whose address is 315 Court Street, Clearwater, FL 33756, and the City of St. Petersburg, a municipal corporation of the State of Florida ("CITY") whose address is 175 5th Street North, St. Petersburg, FL 33701, individually a "PARTY" or collectively the "PARTIES."

WITNESSETH:

WHEREAS, this AGREEMENT is made and entered into between the PARTIES pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969";

WHEREAS, it is the mutual desire of the PARTIES to inform and educate the public regarding water quality data;

WHEREAS, the PARTIES wish to provide a framework by which the CITY may submit CITY water quality monitoring results for public viewing on the Pinellas County Water Quality Dashboard ("DASHBOARD");

WHEREAS, the CITY will reimburse the COUNTY for this service as outlined below; and

WHEREAS, the continued collaboration between the PARTIES to enhance and improve the content on the DASHBOARD will provide benefits to the citizens of both the CITY and the COUNTY.

NOW THEREFORE, in consideration of the mutual covenants, conditions and terms set forth herein, the PARTIES hereby mutually agree as follows:

SECTION 1. RESPONSIBILITIES OF THE PARTIES

1. The COUNTY will develop the data code necessary to regularly receive and host CITY water quality data on the DASHBOARD and will continue to enhance the functionality and content of the DASHBOARD.

2. The CITY will provide to the COUNTY the water quality data in a predetermined format to be added to the DASHBOARD within a reasonable time.

3. The initial fee to be paid by the CITY will be \$4,500 to cover costs associated with development of the data code, maintenance to include, but not limited to, the data code and data display, and one year of public viewing of the DASHBOARD. The annual fee for each subsequent year to cover maintenance and one year of public viewing will be \$2,000.

4. The CITY will reimburse the COUNTY for the costs associated with development of the data code and maintenance within 30 days of its receipt of an invoice from the COUNTY. Thereafter, the CITY will pay the COUNTY for the maintenance and public viewing of the DASHBOARD within 30 days of the receipt of an annual invoice from the COUNTY.

SECTION 2. NOTICES

All notices, invoices, payments, and other correspondence between the PARTIES must be sent by electronic mail with read receipt enabled, USPS certified mail, or courier delivery service. Notices shall be considered effective when delivered as reflected by an electronic mail read receipt, a certified mail delivery receipt, or a courier service delivery receipt. All notices, invoices, payments, and written communications shall be sent to the following Project Managers at their following respective addresses:

Pinellas County

Natasha Dickrell
Environmental Specialist 3
Pinellas County Public Works
22211 US 19 N, Bldg 10
Clearwater, FL 33756
Ndickrell@pinellas.gov

City of St. Petersburg

Julie Vogel
Senior Capital Projects Coordinator
City of St. Petersburg, MSC
One 4th St. N
St. Petersburg, FL 33701
Julie.vogel@stpete.org

Either PARTY may designate a replacement Project Manager at any time, which shall become effective immediately upon receipt of written notice of such replacement designation by the other PARTY.

SECTION 3. AMENDMENT

This AGREEMENT may only be amended by mutual, written agreement of the PARTIES.

SECTION 4. TERMINATION

This AGREEMENT may be terminated for convenience by either PARTY upon thirty (30) days written notice of termination to the other PARTY. If terminated for convenience by the CITY, the CITY will pay any outstanding COUNTY invoices in accordance with Section 1 above.

SECTION 5. EXECUTION

This AGREEMENT may be executed by one or more counterparts, each of which shall be deemed to be an original, but all of which will constitute one and the same agreement.

SECTION 6. FILING, EFFECTIVE DATE, AND TERM

This AGREEMENT will become effective upon execution by the PARTIES and filing with the Clerk of the Circuit Court of Pinellas County pursuant to F.S. § 163.01(11) and shall continue in full force and effect through December 31, 2028, unless terminated in accordance with Section 4 or renewed in writing by the PARTIES.

SECTION 7. PAYMENT LIMITATIONS AND FISCAL NON-FUNDING

This AGREEMENT is not a general obligation of either PARTY. It is understood that neither this AGREEMENT nor any representation by any employee or officer creates any obligation to appropriate or make monies available for the purpose of the AGREEMENT beyond the fiscal year in which this AGREEMENT is executed. No liability will be incurred by either PARTY, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by either PARTY for any or all of this Agreement, that PARTY will not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. Each PARTY agrees to promptly notify the other PARTY pursuant to Section 2 NOTICES of such failure of appropriation, and upon receipt of such notice, this AGREEMENT, and all rights and obligations contained herein, will terminate without liability or penalty to the terminating PARTY.

SECTION 7. INDEMNIFICATION

Each party agrees to be responsible for its own negligence and that of its employees and agents, subject to any limitations on liability established by law, including the provisions of Section 768.28, Florida Statutes. Nothing contained herein will be construed as a waiver of any immunity or limitation of liability either party may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, or consent to be sued by third parties.

SECTION 8. PUBLIC RECORDS

The PARTIES acknowledge that the information and data they manage pursuant to this AGREEMENT may be public records in accordance with Chapter 119, Florida Statutes and agree to fully comply therewith.

SECTION 9. SEVERABILITY

The terms and conditions of the Agreement will be deemed to be severable. Consequently, if any clause, term, or condition hereof will be held to be illegal or void, such determination will not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement will continue in full force and effect, unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

SECTION 10. LAW AND VENUE

This AGREEMENT must be construed in accordance with the laws of the State of Florida and venue for any action brought pursuant to this AGREEMENT will be in Pinellas County.

SECTION 11. ASSIGNMENT

This AGREEMENT, and any rights or obligations hereunder, will not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section will be null and void.

SECTION 12. ENTIRE AGREEMENT

This AGREEMENT constitutes the entire agreement between the PARTIES and supersedes all prior agreements, representations, and understandings of the PARTIES, written or oral.

[REMAINDER LEFT INTENTIONALLY BLANK]

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

CITY OF ST. PETERSBURG, FLORIDA

PINELLAS COUNTY, FLORIDA

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: Director, Office of Management
and Budget

ATTEST:

By: _____
City Clerk

Approved as to Form:

Approved as to Form:

By: _____
City Attorney

By: _____
Office of the County Attorney

PCAO: 559439



Approvals - gcc

Report • Printed on May 27, 2026

Approved

6/11 Council - WRD - Pinellas County Water Quality - Interlocal

▼ Attachments



WQ Dashboard Interlocal Agre

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

▼ Final status: Approved

SM

Step 2: Approved by

Stacey McKee

5/27/2026 12:53:36 PM

BP

Step 1: Approved by

Brejesh Prayman

5/27/2026 12:47:23 PM

SJ

Requested by

Sarah B. Johnson

5/27/2026 11:15:39 AM



Approvals - gcc

Report • Printed on May 27, 2026

Approved

6/11 Pre-approval - WRD - Pinellas County Water Quality - Interlocal

PM - Julie Vogel

▼ Attachments



WQ Interlocal Agreement - Co

<https://stpete1-my.sharepoint.com/>

▼ Final status: Approved



Approved by
Claude Tankersley

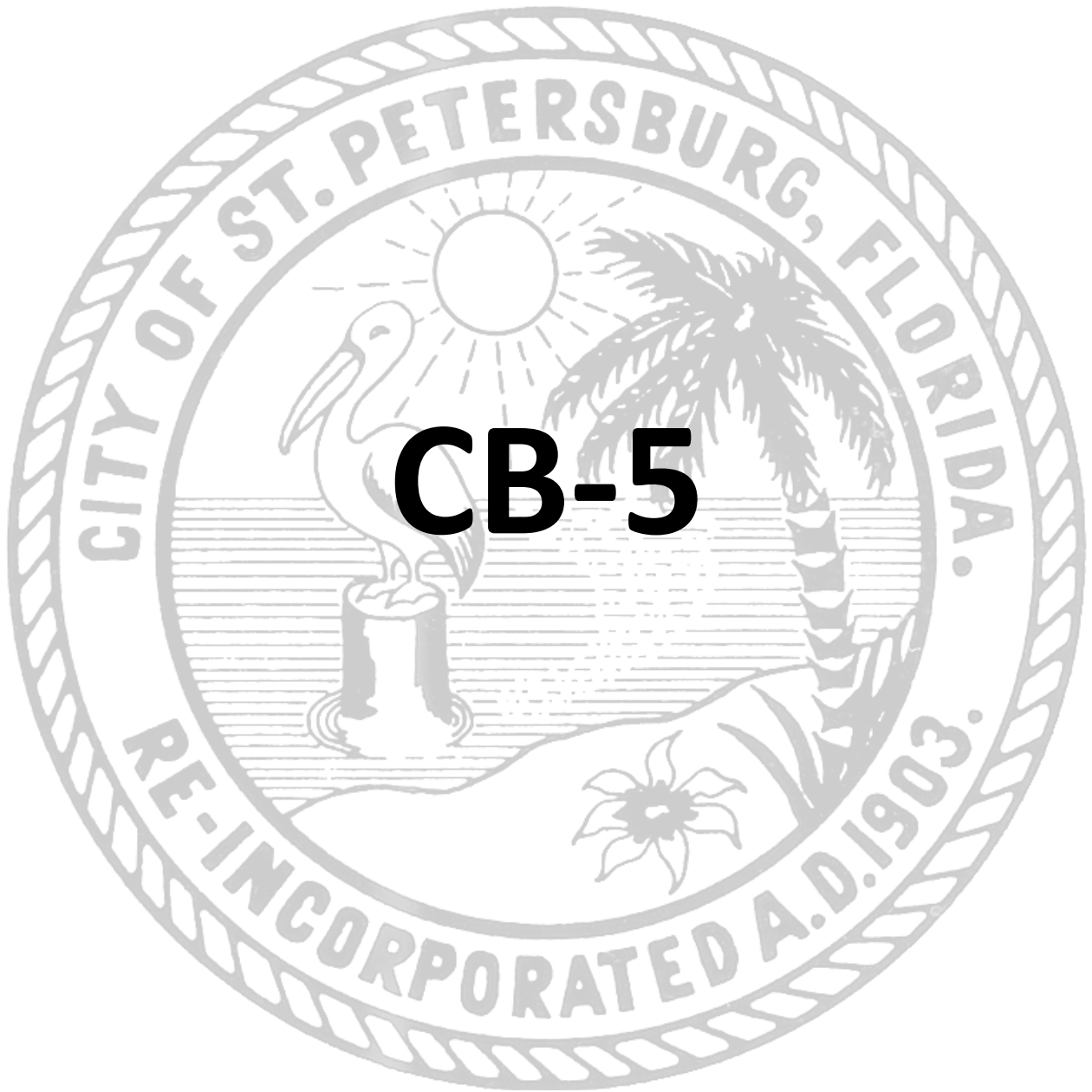
5/22/2026 1:27:13 PM



Requested by
Sarah B. Johnson

5/22/2026 1:23:51 PM

The following page(s) contain the backup material for Agenda Item: Recommendation to Approve a Resolution to Provide a 1.0% Ad Hoc Increase to the Monthly Pension Benefits of the Retirees and Beneficiaries Receiving Benefits from the Supplemental Firefighters Retirement System due to Normal Retirement, Early Retirement, Service Connected Disability or Death, Non-Service Connected Disability or Death, or Termination of Employment Occurring Prior to October 1, 2008 Please scroll down to view the backup material.



CB-5

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 11, 2026

TO: Honorable Lisset Hanewicz, Chair, & Members of City Council

SUBJECT: Recommendation to Approve a Resolution to Provide a 1.0% Ad Hoc Increase to the Monthly Pension Benefits of the Retirees and Beneficiaries Receiving Benefits from the Supplemental Firefighter's Retirement System due to Normal Retirement, Early Retirement, Service Connected Disability or Death, Non-Service Connected Disability or Death, or Termination of Employment Occurring Prior to October 1, 2008

EXPLANATION:

Section 22-201(n)(1), St. Petersburg City Code, provides that any pension paid under the Supplemental Firefighter's Retirement System may be adjusted upon the recommendation of the Mayor and approval of the City Council by adopted index tables.

The Mayor is recommending that retirees and beneficiaries receiving benefits under the Plan due to normal retirement, early retirement, service connected disability or death, non-service connected disability or death or termination of employment occurring prior to October 1, 2008 receive a 1.0% ad hoc adjustment to their monthly pension benefits effective January 1, 2027. The Mayor is recommending that City Council approve the recommended increase.

COST/FUNDING/ASSESSMENT INFORMATION:

The Plan actuary has advised that the estimated City cost for the proposed ad hoc adjustment for 155 pension accounts is \$53,000 annually, based on a recommended 10-year amortization schedule. There is no cost increase in fiscal year 2027. The increase in funding would be effective in fiscal year 2028.

ATTACHMENTS:

- (1) Proposed City Council Resolution Providing an Ad Hoc Increase to certain members of the Supplemental Firefighter's Retirement System
- (2) Actuarial Impact Statement

APPROVALS:

Thomas Greene

Administration

May 15, 2026

Date

E. Makofske

Budget

5/15/2026

Date

RESOLUTION NO. _____

A RESOLUTION APPROVING A 1.0% AD HOC INCREASE TO THE MONTHLY PENSION BENEFITS OF THE RETIREES AND BENEFICIARIES RECEIVING BENEFITS FROM THE SUPPLEMENTAL FIREFIGHTER'S RETIREMENT SYSTEM DUE TO NORMAL RETIREMENT, EARLY RETIREMENT, SERVICE CONNECTED DISABILITY OR DEATH, NON-SERVICE CONNECTED DISABILITY OR DEATH, OR TERMINATION OF EMPLOYMENT, OCCURRING PRIOR TO OCTOBER 1, 2008; PROVIDING AN EFFECTIVE DATE FOR SUCH INCREASE; AND PROVIDING AN EFFECTIVE DATE FOR THIS RESOLUTION

WHEREAS, Section 22-201(n)(1), St. Petersburg City Code, provides for the adjustment of pensions paid under the provisions of the Supplemental Firefighter's Retirement System ("Plan") based upon adopted index tables; and

WHEREAS, the Mayor has recommended that retirees and beneficiaries receiving benefits under the Plan due to normal retirement, early retirement, service-connected disability or death, non-service connected disability or death or termination of employment, occurring prior to October 1, 2008, receive a 1.0% ad hoc adjustment to their monthly pension benefits effective January 1, 2027; and

WHEREAS, the Board adopted the national Consumer Price Index as the relevant index table; and

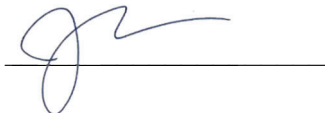
WHEREAS, the Mayor has recommended that City Council approve the recommended increase.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the City Council of the City of St. Petersburg approves a 1.0% ad hoc increase to the monthly pension benefits of the retirees and beneficiaries receiving benefits from the Supplemental Firefighter's Retirement System due to normal retirement, early retirement, service-connected disability or death, non-service connected disability or death or termination of employment, occurring prior to October 1, 2008.

BE IT FURTHER RESOLVED that such increase shall be effective with pension benefit payments beginning January 1, 2027.

This resolution shall become effective immediately upon its adoption.

LEGAL:



DEPARTMENT:



April 22, 2026

Mr. Stephen A. Carnegie (Stephen.Carnegie@stpete.org)
Pension Manager
City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731-2842

Cost Calculations for Firefighters' Retirement System

Dear Stephen:

As requested, Nyhart has prepared an estimated cost calculation for proposed changes to the benefit provisions within the City of St. Petersburg Firefighters' Retirement System ("System").

The following provision has been analyzed:

- *For those members retiring under the Supplemental Retirement Plan prior to October 1, 2008, provide a 1.00% **one time** increase to their retirement benefits effective January 1, 2027.*

According to our data, as of October 1, 2025, 155 retirees and/or beneficiaries would be eligible for this COLA. Based on current assumptions, the liability increase to the System associated with this change is estimated to be **\$407,000**. The annual increase to the recommended contributions would vary depending upon the methodology used to pay off the obligation (20-year amortization or 10-year amortization). Note that these increases to City costs assume no Accumulated Reserve is used to offset the additional liability. Additionally, recall that the current amortization method utilizes a 2.75% payroll growth assumption, so the listed amortizations will grow roughly 2.75% a year until fully amortized.

Method of Financing	Estimated Increase in Annual City Contributions
20-year Amortization at 7.00% rate (current amortization period used by System)	\$32,000
10-year Amortization at 7.00% rate (reference potential accelerated amortization period based upon profile of employees and best practices)	\$53,000



The impact of these changes has been estimated based on the data, plan provisions, and assumptions reflected in the October 1, 2025 actuarial valuation of the City of St. Petersburg Firefighters' Retirement System.

This analysis has been prepared in accordance with generally accepted actuarial principles and practice. Future actuarial measurements may differ significantly from the current measurements presented in this analysis due to such factors as the following:

- plan experience differing from that anticipated by the economic or demographic assumptions;
- changes in economic or demographic assumptions;
- increases or decreases expected as part of the natural operation of the methodology used for these measurements; and
- changes in plan provisions or applicable law.

In preparing these results, Nyhart used ProVal valuation software developed by Winklevoss Technologies, LLC. This software is widely used for the purpose of performing pension valuations. We coded the plan provisions, assumptions, methods and participant data summarized in this report and reviewed the liability and cost outputs for reasonableness. We are not aware of any weakness or limitations in the software and have determined it is appropriate for performing this valuation.

We did not perform an analysis of the potential range of future measurements due to the limited scope of our engagement. The undersigned are compliant with the continuing education requirements of the Qualification Standards for Actuaries Issuing Statements of Actuarial Opinion in the United States.

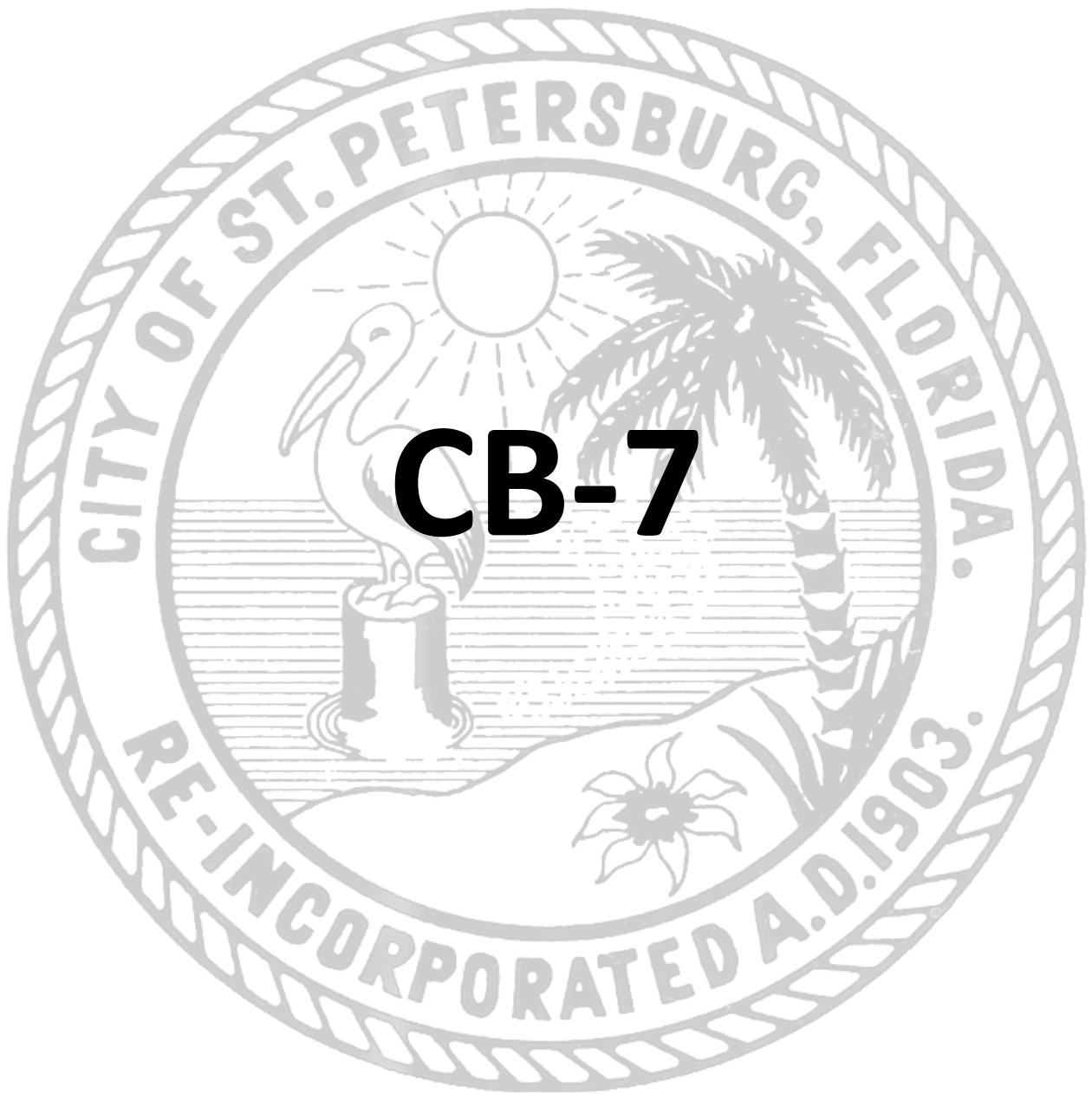
Sincerely,

THE NYHART COMPANY, INC.

Taylor Fireoved, ASA, EA
Actuary

Kerry Sipe, ASA, EA
Actuary

The following page(s) contain the backup material for Agenda Item: A resolution of the City Council of St. Petersburg, Florida confirming the appointment of Dale Delaney as Assistant City Attorney and providing an effective date.
Please scroll down to view the backup material.



CB-7

MEMORANDUM

TO: The Honorable Lisset Hanewicz, Chair and Members of City Council

FROM: Jacqueline M. Kovilaritch, City Attorney 

DATE: June 4, 2026

RE: Assistant City Attorney Position

The Legal Department is preparing for the upcoming retirement of Joe Patner in October. In anticipation of this transition and to ensure continuity of operations, I have recommended, and the Mayor has appointed, a candidate with extensive qualifications and experience to join our office.

Dale Delaney has more than 25 years of experience handling a wide range of litigation matters, including but not limited to personal injury, property claims, real estate, and business litigation. He has handled dozens of depositions, mediations, arbitrations and trials and will make an immediate impact in our department.

Your June 11, 2026 City Council meeting agenda will include a Consent Agenda item requesting that you confirm Dale Delaney as an Assistant City Attorney. Subject to your approval, Dale will begin his employment on Monday, June 29, 2026.

If you have any questions, please feel free to contact me.

Attachment

cc: Kenneth T. Welch, Mayor
Robert Gerdes, City Administrator

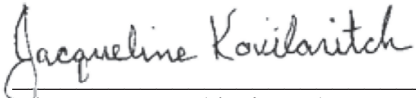
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A RESOLUTION OF THE CITY COUNCIL OF
ST. PETERSBURG, FLORIDA CONFIRMING
THE APPOINTMENT OF DALE DELANEY AS
ASSISTANT CITY ATTORNEY; AND
PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that this Council confirms the appointment by the Mayor, made upon the recommendation of the City Attorney, of Dale Delaney as Assistant City Attorney.

This resolution shall take effect immediately upon its adoption.

Approved as to form and content:

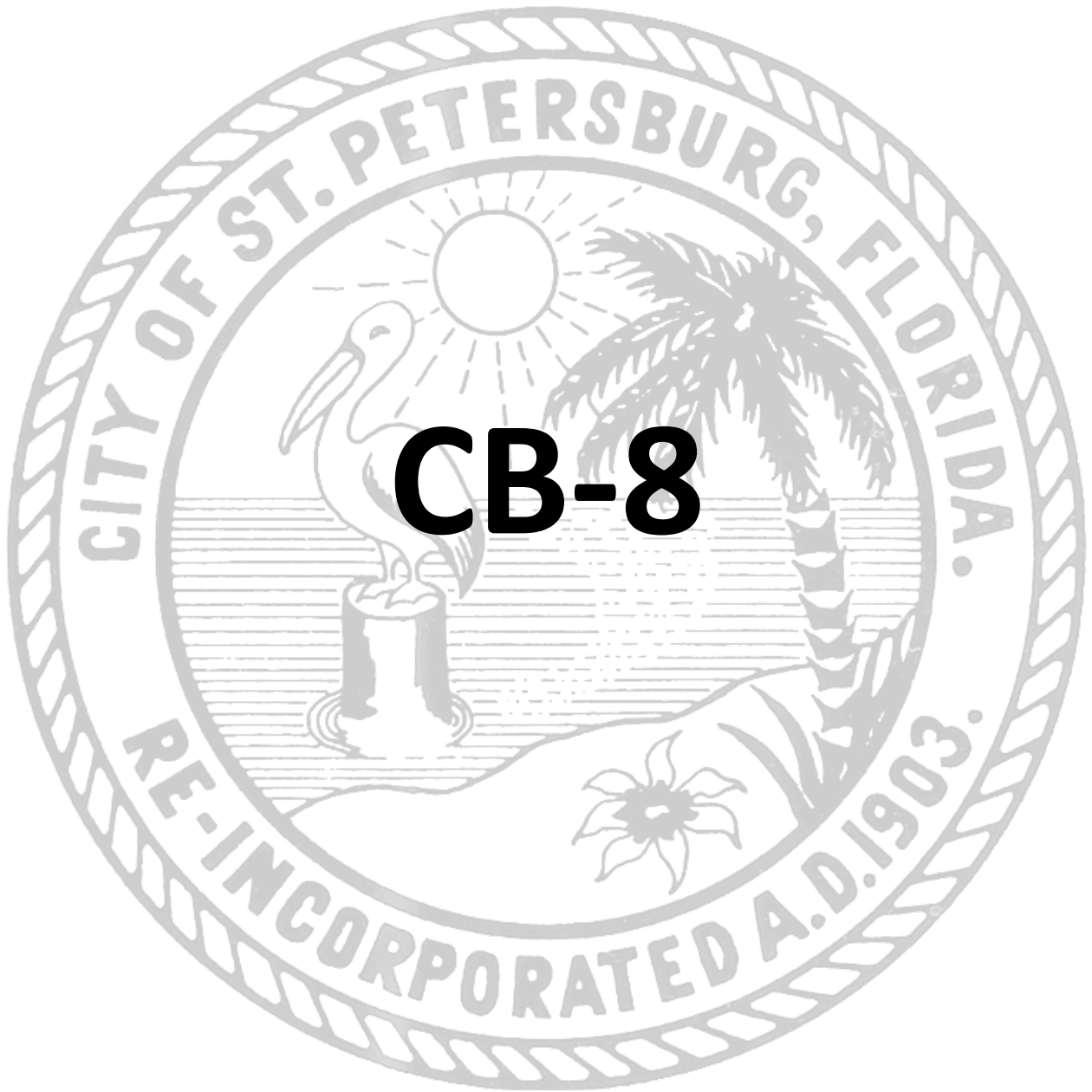


City Attorney (designee)

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The following page(s) contain the backup material for Agenda Item: A resolution authorizing the Mayor or his designee to accept a TJX Companies (TJX) grant in the maximum reimbursement amount of \$4,831.10 to fund the TJX Law Enforcement Grant Project; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$4,831.10 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), TJX Law Enforcement Grant Project FY26 (21726); and providing an effective date.

Please scroll down to view the backup material.



CB-8

St. Petersburg City Council
Consent Agenda
Meeting of June 11, 2026

TO: The Honorable Lisset Hanewicz, Chair, and Members of City Council

SUBJECT: A resolution authorizing the Mayor or his designee to accept a TJX Companies (“TJX”) grant in the maximum reimbursement amount of \$4,831.10 to fund the TJX Law Enforcement Grant Project; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$4,831.10 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), TJX Law Enforcement Grant Project FY26 (21726); and providing an effective date.

EXPLANATION: The (“Grant”) has been awarded by TJX Companies to the City of St. Petersburg (“City”) in the amount of \$4,831.10 for this project. The Grant requires no matching funds. The City will serve as the representative to this grant and will be responsible for the grant over the year term. The City will submit expenditure reports to TJX for reimbursement of all eligible costs.

RECOMMENDATION: The Administration recommends that City Council adopt the attached resolution authorizing the Mayor or his designee to accept the grant award of \$4,831.10 from TJX; and to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$4,831.10 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), TJX Law Enforcement Grant Project FY26 (21726); and providing an effective date.

COST/FUNDING INFORMATION: Revenues of up to \$4,831.10 are to be received from TJX and deposited into the General Fund (0001). Funds will be available after the approval of a supplemental appropriation in the amount of \$4,831.10 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), TJX Law Enforcement Grant Project FY26 (21726).

Attachments: Resolution
Grant Agreement

Approval

Administration: Megan McGee Budget: Patricia Pena

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT A TJX COMPANIES (“TJX”) GRANT IN THE MAXIMUM REIMBURSEMENT AMOUNT OF \$4,831.10 TO FUND THE TJX LAW ENFORCEMENT GRANT PROJECT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$4,831.10 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), TJX LAW ENFORCEMENT GRANT PROJECT FY26 (21726); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg (“City”) applied for and has been awarded a TJX Companies grant (“Grant”) for the period of July 1, 2026, through June 30, 2027, in the maximum reimbursement amount of \$4,831.10 to fund a TJX Law Enforcement Grant Project (“Project”); and

WHEREAS, the Project activities will aid in enhancing St. Petersburg Police Department investigators' capacity to operate effectively in the field; and

WHEREAS, the City will submit expenditure documentation to TJX; and

WHEREAS, the Grant requires no local matching funds; and

WHEREAS, a supplemental appropriation in the amount of \$4,831.10 from the increase in the unappropriated balance of the General Fund (0001) resulting from the Grant funds 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 authorized to accept a TJX grant in the maximum reimbursement amount of \$4,831.10 to fund the TJX Law Enforcement Grant Project.

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

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the General Fund (0001), resulting from these grant revenues, the following supplemental appropriation for FY26:

General Fund (0001)

Police Department, Fiscal Support Division (140-1389),
TJX Law Enforcement Grant Project FY26 (21726)

\$4,831.10

This Resolution shall take effect immediately upon its adoption.

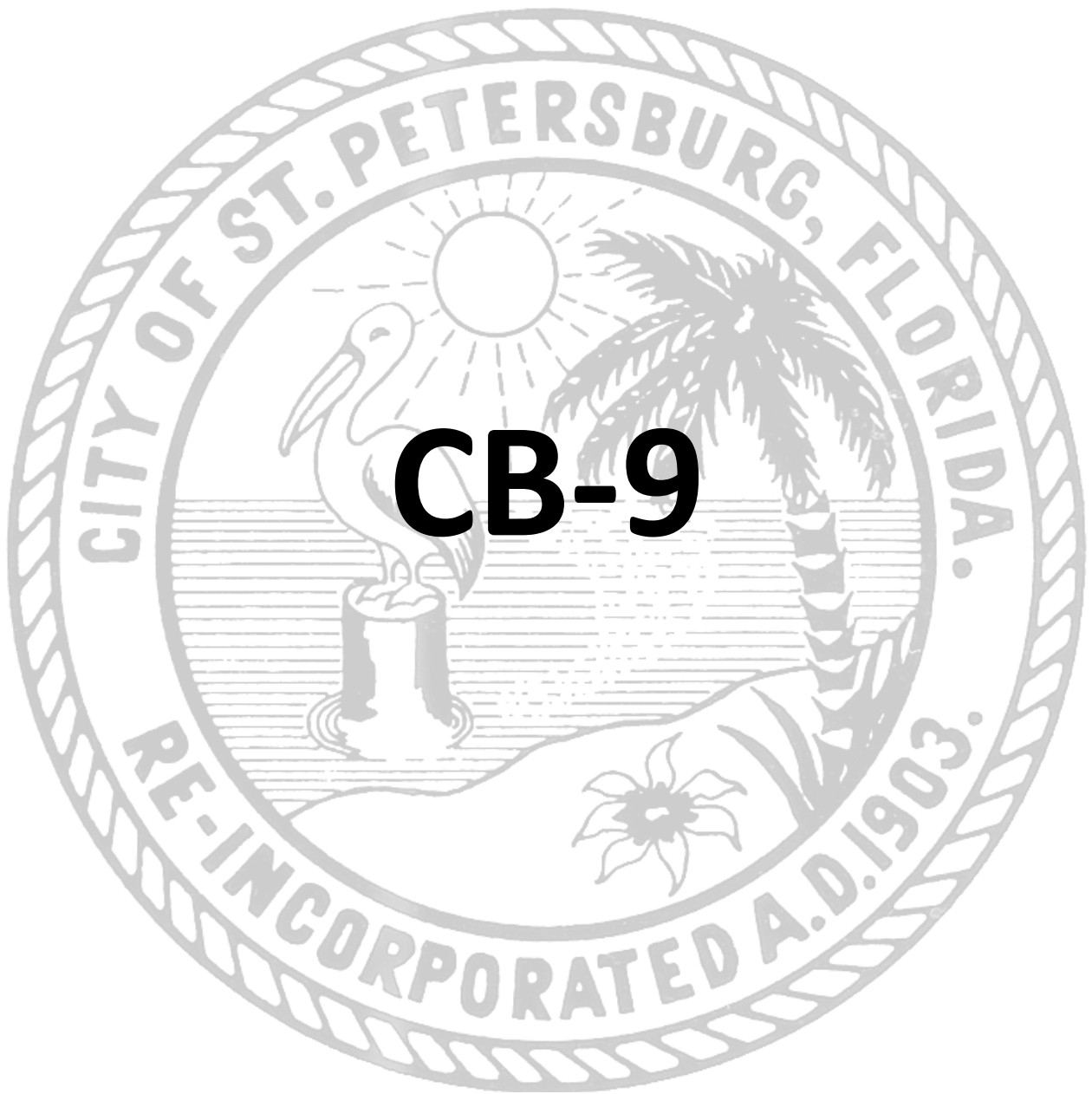
Approvals:

Legal: 
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Administration: 

Budget: 

The following page(s) contain the backup material for Agenda Item: A resolution approving the Amended and Restated City Council Policies and Procedures Manual; superseding any resolutions in conflict therewith; and providing an effective date.
Please scroll down to view the backup material.



CB-9



MEMORANDUM OFFICE OF THE CITY COUNCIL

TO: Chair Lisset Hanewicz and Members of the City Council

FROM: Jayne Ohlman, City Council Administrative Officer

SUBJECT: Summary of Revisions - Amended and Restated City Council Policies and Procedures Manual

DATE: June 11, 2026

Over the past year, City Council has supported a comprehensive review of the City Council Policies and Procedures Manual (“Manual”), with the overarching goal of modernizing the document, improving usability, and better aligning its provisions with current practices. This significant undertaking has resulted in meaningful reorganization and streamlining, as well as a methodical review of existing provisions for consistency with the City Charter, City Code, Florida Statutes, Council resolutions, Council Committee procedures, and other relevant processes.

The revised Manual reflects feedback and direction from the Committee of the Whole (“COW”) meetings on May 29, 2025, and December 11, 2025, as well as additional staff review. It also includes significant technical updates to ensure the Manual serves as a valuable, functional reference document, with standardized citations, updated cross-references, and consistent use of defined terms.

Given the scope of the revisions, this memorandum includes a guide to assist City Council in its review of the Manual. The guide identifies the key substantive revisions, summarizes the revised language, and includes the source of each change, indicating whether it resulted from one or both of the COW discussions or from subsequent staff reviews. While the guide is not a substitute for reviewing the Manual, it is intended to serve as a roadmap for understanding the major changes incorporated into the final draft.

The revised Manual is submitted with deference to City Council’s authority to amend or modify its policies and procedures by resolution, unless otherwise required by law or the City Charter.

Attachments

- Resolution Approving the Amended and Restated City Council Policies and Procedures Manual
- Review Guide: Amended and Restated City Council Policies and Procedures Manual
- Amended and Restated City Council Policies and Procedures Manual (Redline)

A RESOLUTION APPROVING THE AMENDED AND
RESTATED CITY COUNCIL POLICIES AND PROCEDURES
MANUAL; SUPERSEDING ANY RESOLUTIONS IN
CONFLICT THEREWITH; AND PROVIDING AN EFFECTIVE
DATE.

WHEREAS, City Council previously adopted a City Council Policy and
Procedures Manual (“Manual”) in 2013 as the official policies and procedures of City Council;
and

WHEREAS, the Manual provides that City Council shall have the authority to
amend or modify the policies and procedures established in the Manual by resolution unless the
policy or procedure is required by law or the Charter; and

WHEREAS, City Council has supported a comprehensive review of the Manual to
improve its usability, including structural revisions to streamline and consolidate content, remove
duplicative or outdated provisions, reorganize existing chapters and sections, and numerous
technical revisions, such as standardizing citations and correcting the Manual’s title; and

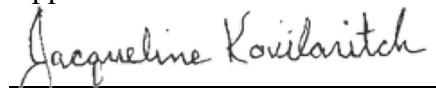
WHEREAS, the revised Manual reflects feedback and direction from the
Committee of the Whole meetings on May 29, 2025, and December 11, 2025, as well as additional
staff review.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St.
Petersburg, Florida, that the attached Amended and Restated City Council Policies and Procedures
Manual (June 11, 2026), is hereby approved and adopted.

BE IT FURTHER RESOLVED that any resolutions which are inconsistent with
the attached Manual are hereby superseded to the extent of any conflict.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content



City Attorney (Designee)

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#	Chapter or Section	Summary of Revised Language	Source of Change
1	Chapter 1 - The Sunshine Law and the Public Records Law	Adds a new preamble outlining transparency in governance and Council Members' obligations under the Sunshine Law and Public Records Law. Adds that meeting minutes may be promptly prepared from an <i>audio or video recording</i> . Adds clarifying language regarding exempt records.	5/29/25 & 12/11/25 COW
2	2.1 Elections and Terms	Clarifies that each Council Member must take an oath before assuming office, as required by law.	Staff review clarification
3	2.3(b) City Attorney	Adds the specific \$50,000 threshold for lawsuits and workers' compensation claims that the City Attorney's Office is authorized by City Council to settle. Settlements exceeding \$50,000 require City Council approval.	12/11/25 COW
4	3.3(a) Gift Law Solicitation Prohibitions	Adds language from Florida Statutes clarifying that the gift-solicitation prohibition applies to gifts solicited for the personal benefit of the reporting individual, another reporting individual, or an immediate family member.	12/11/25 COW
5	3.4 Financial Disclosure Requirements	Updated language to clarify that Council Members are required to file a Form 6 (electronically) and not a Form 1.	5/29/25 COW
6	Chapter 4 - City Council Meetings	Adds language to the civility preamble regarding attendance expectations, including the importance of being present, prepared, and punctual for meetings.	5/29/25 COW
7	4.3(a) The Main Motion	Clarifies that City Council may discuss an agenda item after introduction and without first requiring a motion or a second. A motion and a second are required before City Council votes on an item.	12/11/25 COW
8	4.5 Open Forum	Clarifies that in-person Open Forum speakers are not required to verbally state their full address, but must state their name, nearest cross-streets or neighborhood, and, if applicable, their business or place of employment. Virtual speakers must state their name and home or business address for the record.	12/11/25 COW
9	5.1 Council Agenda Deadlines and Requirements	Adds language to clarify that all supplemental backup materials for Council Agendas, including but not limited to PowerPoints, and any revisions to backup materials must be provided by the Adds and Deletes deadline. This revision warranted additional clarity regarding the sections on the Consent Agenda and Council Committee Agendas.	12/11/25 COW

#	Chapter or Section	Summary of Revised Language	Source of Change
10	5.4 The Consent Agenda	Clarifies the placement of routine items by dollar amount: items costing \$500,000 or more are placed on Consent Agenda A, and items costing less than \$500,000 are placed on Consent Agenda B. Also clarifies that supplemental backup materials submitted after the regular deadlines may be permitted when submitted in connection with a Council Member's request to pull and receive a report on a Consent Agenda item. This language was added for clarity in light of the proposed change to Council Agenda Deadlines.	Staff review clarification (related to 12/11/25 COW)
11	5.7(c) Required Information in Agenda Packets	Expands the required backup documentation provision for contracts and agreements on the main City Council Agenda. The prior requirement applied only to agreements involving the disposition or development of City-owned property.	5/29/25 COW
12	7.1 City Council as the CRA	Clarifies the role of the Citizens Advisory Committee ("CAC") for the <i>South St. Petersburg</i> CRA.	12/11/25 COW
13	9.1 Committee of the Whole	Clarifies that City Council may cancel a COW scheduled by the Chair only by supermajority vote, while City Council may schedule or reschedule a COW by simple majority vote.	12/11/25 COW
14	9.2 Budget, Finance, and Taxation Committee	Adds that the minutes of Investment Oversight Committee ("IOC") meetings will be provided to the BFT Committee (in addition to the related quarterly financial reports).	12/11/25 COW
15	9.9 Council Committee Schedules	Clarifies that Council Committee meetings are properly noticed on the City's Weekly Meeting Schedule and that committee agendas and approved committee minutes are posted on the City's website.	Staff review clarification
16	9.13 Council Committee Agendas	Adds language to clarify that all supplemental backup materials for Council Committee agendas, including but not limited to PowerPoints, and any revisions to backup materials must be provided by the deadline. This provision was added to mirror the proposed change to Council Agenda Deadlines.	Staff review clarification (related to 12/11/25 COW)
17	9.14(a) Rules of Order	Removes the provision: "Discussion of a subject is permitted while no motion is pending," since the list highlights rules that <i>differ</i> from those for larger assemblies (i.e., City Council Meetings), making this provision obsolete in light of the revision to 4.5(a) (The Main Motion).	12/11/25 COW

#	Chapter or Section	Summary of Revised Language	Source of Change
18	10.2 Council Chair Appointments	Corrects the name of the Pinellas County Continuum of Care (previously the Homeless Leadership Alliance of Pinellas County), and removes the South St. Petersburg CRA Grant Review Committee from the list as the body no longer exists. CRA grant review has been absorbed into staff evaluations and/or competitive solicitation processes.	Staff review clarification (related to 12/11/25 COW)
19	10.3 Council Member Appointment Preferences	Adds language that, for Chair appointments to outside entities, the Chair should strive to maintain continuity of representation and consider factors such as term length under the entity's enabling legislation, prior service, leadership positions, and subject-matter experience.	12/11/25 COW
20	10.5 Miscellaneous Appointments	Clarifies that, for miscellaneous appointments outside the standard appointment process, the nomination and balloting process for the Chair and Vice-Chair applies <i>unless</i> another process is selected.	Staff review clarification
21	12.2 General Waiver Provision	Unless another standard is provided, City Council may temporarily suspend any rules or policies in the Manual by a supermajority vote of the quorum present, provided that such waiver applies only to the current meeting and does not conflict with the Charter, City Code, or other applicable law.	5/29/25 COW
22	12.3 Prohibited Communications ("Cone of Silence")	New section outlines prohibited communications ("Cone of Silence") related to competitive solicitations, including a definition for "date of final award." Also clarifies that similar prohibited communication measures may apply to other competitive solicitations, depending on solicitation terms.	5/29/25 & 12/11/25 COW
23	Appendix F - City Council Rules of Decorum	An appendix document with City Council's rules of decorum is forthcoming. A placeholder was added as Appendix F to ensure continuity.	Staff review clarification
24	Appendix J - City Council Travel Policy	Appendix J includes the newly revised City Council Travel Policy. Although the amended Travel Policy does <u>not</u> require City Council approval, it has been updated and incorporated into the Manual for ease of reference and to ensure the Manual contains the most current policies.	Staff review clarification
25	Structural and Formatting Revisions	Reorganizes chapters and sections to improve navigation and usability, consolidates duplicate provisions, implements proper heading styles to support a hyperlinked Table of Contents and cross-references, and standardizes citations.	Staff review clarification (related to 5/29/25 COW)

St. Petersburg City Council

Policies and Procedures Manual

The St. Petersburg City Council Policies and Procedures Manual (“Manual”) is intended to guide Council Members in the performance of their duties. In an effort to promote well-defined governance, the Manual consolidates key information about City Council policies, restrictions, and decision-making authority.

While the Manual serves as a valuable reference tool, it is not meant to be an exhaustive list of all applicable laws, rules, regulations, policies, or procedures. References to the City Charter, City Code, and Florida Statutes may not be complete restatements or may omit certain conditions or exceptions. The interpretation and application of some provisions can vary depending on the specific facts and circumstances.

This Manual is intended to guide and inform, but it is not a substitute for legal counsel. In all cases where clarification or interpretation of law is required, or where a specific factual situation arises, Council Members should consult the City Attorney’s Office for guidance and advice.

Amended and Restated June 11, 2026

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Chapter 1 - The Sunshine Law and the Public Records Law

1.1 Government in the Sunshine

Florida's Government in the Sunshine Law ("Sunshine Law") and Public Records Law are central to ensuring transparency and accountability. These laws apply broadly to Council Members and can carry significant legal obligations and penalties for noncompliance. Because the scope of these laws can sometimes vary depending on specific facts and circumstances, Council Members are encouraged to consult the City Attorney's Office whenever questions arise regarding meetings, communications, or records.¹

(a) Application and Requirements of the Sunshine Law

The Sunshine Law provides that all meetings of any board, commission, or authority of any municipality at which official acts are to be taken are public meetings and that no action taken at such a meeting shall be lawful if the meeting is not public.²

The Sunshine Law requires that meetings be:

1. Open to the public;
2. Reasonable notice of such meetings must be given (at least 24 hours); and
3. Minutes of such meetings be promptly recorded (or prepared from an ~~tape~~ audio or video recording) and open to public inspection.³

"Meeting" has been broadly interpreted by the courts and the Florida Attorney General to include any part of the "decision-making process" and any conversation between two or more Council Members about a matter that may foreseeably come before City Council for action must comply with the Sunshine Law. Therefore, two or more Council Members cannot discuss—either face to face, through a conduit, by telephone, by email, text message, social media messages or comments, by memo, by sign language, by virtual platform (e.g., Zoom meeting), or by any other means or electronic media—any matter which may come before City Council for official action.

Council Members can discuss privately with the City Attorney and Assistant City Attorneys, members of the administrative staff, or other individuals (including members of the public) any legislative or administrative matters (excluding quasi-judicial matters) coming before City Council. Council Members may also privately discuss matters

¹ The Florida Attorney General issues a *Government in the Sunshine Manual* annually to incorporate laws, judicial decisions, and Attorney General opinions that are in effect as of October 1. This is a very useful resource with comprehensive guidance on the Sunshine Law and the Public Records Law. An electronic version of this manual can be found at myfloridalegal.com/open-government

² Florida Statutes § 286.011

³ "Minutes" as used in § 286.011 contemplates a brief summary or series of brief notes or memoranda reflecting the events of the meeting; accordingly, a verbatim transcript is not required. While the statute does not explicitly define "promptly," it is understood to mean that the minutes should be recorded (or prepared from an audio or video recording) without unnecessary delay.

Commented [JO1]: From 12/11/25 COW: Updated language to reflect that meeting minutes may be prepared from audio or video recordings.

coming before City Council with the Mayor, as the Mayor is not a member of City Council, provided that the Mayor does not act as a liaison between members.

The Sunshine Law does not prohibit other individuals from obtaining the views of each Council Member privately. However, the law prohibits anyone from serving as a conduit to convey the views of one Council Member to another Council Member on a matter that will be the subject of official City Council action.

The Sunshine Law does not prohibit more than one Council Member from attending an event, even when one Council Member is speaking. However, a discussion between two Council Members at such an event will be considered a meeting under the Sunshine Law if the discussion concerns any matter that could foreseeably come before City Council for action. Therefore, it is advised that only one Council Member speak about such matters. If more than one Council Member speaks about a matter that may foreseeably come before City Council for action, all the requirements of the Sunshine Law must be met, including providing notice of the event in advance, ensuring the event is held in an area that is open and accessible to the public, and taking minutes.

The Sunshine Law applies to City Council and all boards, commissions, and authorities of the City. Even one Council Member can be subject to the Sunshine Law when City Council has delegated authority to that Council Member so that they act as the alter ego of City Council.

The Sunshine Law applies to individuals who have been elected or appointed as Council Members but have not yet been sworn in, with respect to those who will be serving on Council at the same time.

It is a possible criminal offense for any Council Member to attend or participate in a meeting not held in accordance with the Sunshine Law.

(b) Exemptions to the Sunshine Law

There are limited exemptions to the Sunshine Law, including certain discussions related to collective bargaining, security matters, and closed attorney-client meetings for the purpose of discussing pending litigation. Details on these exceptions and their requirements can be found in section 4.9 (Closed Sessions).

1.2 Public Records Law

The Public Records Law provides a right of access to the records of state and local governments, as well as to private entities acting on their behalf. In the absence of a statutory exemption, this right of access applies to all materials made or received by a Council Member in connection with the transaction of City business which are used to perpetuate, communicate, or formalize knowledge.

Any person is entitled to reasonable access to any non-exempt public record, regardless of the reason for the access, and any non-exempt public record may be copied. Persons who request a public record cannot be required to identify themselves. Public records must be provided within a reasonable period of time after the request is received.

It is a criminal offense to knowingly and willfully violate the Public Records Law, and any exemptions must be specifically set forth in statutory law. Destruction of public records without complying with statutory procedures or unlawfully withholding such records is a violation of the Public Records Law.

(a) What is a Public Record?

Florida Statutes defines public records to include: all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.⁴

Generally, drafts or notes that are precursors to government records, such as rough drafts and notes, are not considered public records. However, if drafts or notes are shared with another person or intended to formalize or preserve knowledge or information, then the draft becomes a public record.

Written communications, including texts, emails, social media posts, comments, and messages sent to and from a Council Member, even if received at home, place of business, or elsewhere, or on a private computer, work computer, or cell phone, are public records if they are in connection with City business. Council Members should forward all public records relating to City business to their City email addresses for proper retention.

(b) Compliance with the Public Records Law

The City Clerk is the City's official custodian of records. However, each Council Member is responsible for the public records they create or receive, and must manage the maintenance and disposition of those records. The City Council Administrative Officer ("Administrative Officer") is the Office of the City Council's ("Council Office") public records specialist and will coordinate (with the City Clerk) all requests directed to the Council Office.

Florida Statutes provide for fees and charges for processing public records requests. Extensive use of information technology resources and extensive clerical or supervisory assistance will require payment of a special service charge for the use of such resources and for the labor costs of personnel to process the request.⁵

⁴ Fla. Stat. § 119.011(12)

⁵ Fla. Stat. § 119.07(4)(d)

A public record may not be withheld in order to avoid disclosure to the press or public before Council Members are notified.

Written communication should be used cautiously when seeking legal advice or discussing pending litigation or other confidential City business. In general, any written communication is a public record and is discoverable in litigation.

The City Charter (“Charter”) provides that City Council shall establish procedures for making copies of all resolutions, ordinances, and the Charter available to the public for inspection and for purchase at a reasonable price.⁶

Additionally, City Council or any member thereof, may request information of the Mayor or the Mayor’s subordinates in a form that presently exists and could be obtained by a public record request under Florida law.⁷

(c) Public Records Law Exemptions

There are no implied or “common law” exemptions. Also, there is a difference between records that are exempt from the Public Records Law and those that are *exempt and confidential*. If information is confidential under Florida Statutes, the information is not subject to inspection by the public and may be released only to those persons and entities designated in the applicable statute. If records are not confidential but are simply exempt from mandatory disclosure, the City is not prohibited from disclosing the records in all circumstances. In certain circumstances, if the City determines that there is a statutory or substantial policy need for disclosure, exempt information may be released. Council Members should contact the City Attorney if there is any question as to whether a record is exempt or exempt and confidential.

⁶ Charter § 3.05(b)

⁷ Charter § 4.05(g)(2)

Chapter 2 - The City Council

2.1 Elections and Terms

The City Council is the governing body of the City of St. Petersburg, with all legislative powers vested therein. The City Council is comprised of eight Council Members, one from each of the City's eight districts.

The base year for elections in districts 1, 3, 5, and 7 is 2024, with elections occurring every four years thereafter; for districts 2, 4, 6, and 8, the base year is 2026, with elections occurring every four years thereafter.¹ No person who has served two full successive terms of office, or who would have served but for resignation or removal, shall be elected to serve as a Council Member for the succeeding term.²

The term of office for Council Members is approximately four years, commencing in January in the year following the election. If the first Thursday in January is January 1, the Council Member shall take office on the second Thursday in January. Otherwise, the Council Member shall take office on the first Thursday in January.³ Prior to taking office, each Council Member must take any oath of office required by law.

Commented [J02]: Clarifying revision made during staff reviews.

2.2 Charter Powers

Along with its legislative powers, City Council has budgetary power and the power to confirm the Mayor's appointees to City boards and commissions (unless another standard is required), as well as certain Charter positions (see section 2.3). The original powers of City Council include the approval of ordinances, which are enforceable as local law, and the approval of resolutions, which are matters of an administrative nature relating to the City's business.

(a) Financial Oversight and Auditing

The finances of the City shall, under the direction of City Council, be examined and audited by a certified public accountant at least once a year. The financial audit shall be a certified audit with no exceptions, and all reports and recommendations of the auditor shall be directed to City Council.⁴

City Council, at any time, shall be permitted to conduct a management evaluation, by a professional consultant, of the administrative activities of the City, or any portion thereof, under the direction of City Council. At least once every two years, City Council shall discuss and decide whether such a management evaluation is needed. The management

¹ Charter § 3.02(a)

² Charter § 3.08

³ Charter § 3.02(c)

⁴ Charter § 4.05(g)(1)

evaluation and all reports and recommendations shall be directed to City Council.⁵ See Appendix A - Management Evaluation Flowchart and List of Previous Evaluations.

(b) Power to Remove Council Members or the Mayor

The City Council shall have the power and authority to remove from office any members of City Council or the Mayor for corruption, criminal misconduct, gross malfeasance in office, or for violation of the City Code of Ethics. See section 3.1 (Code of Ethics).

The accused must receive due written notice of the accusations and must have an opportunity to be heard and defend against such accusations. The written notice to the accused must be approved by at least two-thirds of the existing membership of City Council that is eligible to vote on the matter. After the written notice is delivered, City Council shall have the authority to suspend a Council Member pending the disposition of charges for removal if such suspension is approved by an affirmative vote of no less than two-thirds of the existing City Council membership that is eligible to vote on the matter.

The final hearing for removal must take place and a decision be rendered within 90 days after receipt by the accused of the written notice. If there is an affirmative vote by at least two-thirds of the existing City Council membership that is eligible to vote on the matter, and the preponderance of the substantial competent evidence presented at the final hearing supports the charges, the accused Council Member may be removed from office. During any hearing regarding suspension or removal, the accused Council Member shall have the right to present evidence and testimony, as well as to cross-examine witnesses.⁶

(c) Power to Override Vetoes

The City Council may override the Mayor's veto of an ordinance by an affirmative vote of at least two-thirds of the entire membership of City Council, provided that the veto is overridden at any time prior to midnight on the 14th day after the day the Mayor exercises the veto, or prior to midnight on the day of the next City Council meeting after the exercise of the veto, whichever occurs last. If City Council overrides a veto, the ordinance shall be effective immediately or as otherwise provided therein. If City Council fails to override a veto, the ordinance shall fail and be of no effect.⁷

The City Council may override the Mayor's line item veto of a portion of a budget or appropriation ordinance by an affirmative vote of at least two-thirds of the entire membership of City Council, provided that the line item veto is overridden at any time prior to midnight on the 14th day after the day the Mayor exercises the veto or prior to midnight on the day of the next City Council meeting after the exercise of the veto, whichever occurs last, and provided that the total effect of all actions taken to override

⁵ *Id.*

⁶ Charter § 3.04(c)

⁷ Charter § 3.05(d)

the vetoes of the Mayor do not cause expenditures to exceed revenues as projected and contained in the adopted budget. If City Council overrides a line item veto of a portion of a budget or appropriation ordinance, the line item shall be effective immediately or as otherwise provided in the ordinance. If City Council fails to override a line item veto, the item vetoed shall fail and be of no effect.⁸

2.3 Power to Confirm the Appointment of Certain Charter Positions

(a) City Administrator

The City Administrator is appointed by the Mayor and subject to confirmation by City Council. The City Administrator is in charge of the daily operations of the City and carries out any other duties or responsibilities set forth in the Charter. The City Administrator must have relevant management, executive, or administrative experience in municipal government. If not already a resident of the City, the City Administrator shall establish such residency within six months of the first date of employment and continuously maintain that residency while serving as City Administrator.⁹

The City Administrator shall exercise the powers and perform the duties of the Mayor during any temporary absence or disability or if the Mayor is removed from or otherwise vacates the office. During a temporary absence, the Mayor shall provide to the City Administrator, with a copy to the City Clerk, a memo delineating the extent to which the City Administrator may act on the Mayor's behalf.¹⁰

(b) City Attorney

The City Attorney is appointed by the Mayor and subject to confirmation by City Council. The City Attorney shall provide advice and counsel on behalf of the City, be an attorney at law in good standing, and serve as the head of the City Attorney's Office, which shall handle the City's legal affairs. Assistant City Attorneys are appointed and confirmed in the same manner. To help ensure the independence of the opinions rendered by the City Attorney, the City Attorney shall continue to serve unless and until removed by the Mayor with the approval of at least five Council Members.¹¹

The City Attorney's Office, in regard to all affairs of the City, is the legal advisor to the Mayor, City Council, and Council Committees, and all of the departments, officers, and boards of the City. The City Attorney's Office commences and prosecutes all actions and lawsuits brought by the City, provided that no lawsuit other than prosecutions of City ordinances may be filed without City Council approval. Certain types of actions that do not require additional approval include appeals, administrative actions, and

⁸ Charter § 3.05(e)

⁹ Charter § 3.11

¹⁰ Charter § 4.03

¹¹ Charter § 3.06

counterclaims. The City Council has approved the filing of certain types of lawsuits without additional City Council approval.¹² Additionally, the City Attorney may retain special counsel without City Council approval so long as not more than \$5,000 is expended and City Council is notified in writing.¹³

The City Attorney's Office represents and defends the City in all lawsuits or actions brought against the City and is authorized by City Council to settle lawsuits and workers' compensation claims up to ~~\$50,000-certain amounts.~~ Proposed settlements exceeding \$50,000 require City Council approval.¹⁴

Commented [JO3]: From 12/11/25 COW: Added the dollar amount (\$50,000) that the City Attorney's Office is authorized (by Council) to settle lawsuits and workers' compensation claims.

(c) City Clerk

The City Clerk is appointed by the Mayor and confirmed by City Council, with duties and responsibilities provided by the Charter. Although an employee of the Mayor, the City Clerk shall serve the entire City government, including City Council. Accordingly, any provisions of the Charter prohibiting City Council from directing, inquiring of, or ordering City administrative staff or employees do not apply to the City Clerk.

The City Clerk shall keep and have the care and custody of books, records, papers, legal documents, and journals of proceedings of City Council and shall carry out such additional duties as may be required by City Council or the Mayor. The Mayor may remove the City Clerk only with the approval of City Council receiving at least five affirmative votes.¹⁵

The City Clerk is responsible for administering the City's elections and serves as the "filing officer" for state law purposes. The City Clerk will conduct and contract for municipal elections, subject to all required City Council approvals.

(d) City Council Administrative Officer

The Administrative Officer is appointed by the Mayor and subject to confirmation by City Council, with duties and responsibilities provided by the Charter. Accordingly, any provisions in the Charter prohibiting City Council from directing, inquiring of, or ordering city administrative staff or employees do not apply to the Administrative Officer or to employees of the Council Office. The Mayor may remove the Administrative Officer only with the approval of City Council receiving at least five affirmative votes.

The Administrative Officer shall be the Chief Administrative Officer of City Council and shall supervise the management of and public contact with the Council Office. The Administrative Officer assists in the development, organization, and scheduling of City Council meetings, Council Committee meetings, and agendas, and shall perform all other

¹² City Council Resolution 2009-58

¹³ Res. 83-737

¹⁴ Res. 2025-198

¹⁵ Charter § 3.10

duties that may be imposed upon them by the Charter or by ordinance.¹⁶ See Chapter 11 - The Office of the City Council for additional information.

2.4 Charter Restrictions and Prohibitions

In the Charter, the relationship between the Mayor and the City Council acknowledges that the Mayor is the City's chief executive and City Council serves as the governing body. Each plays a distinct yet complementary role in advancing the City of St. Petersburg's goals and priorities. The Mayor provides executive leadership and direction to the organization, while City Council establishes policy, enacts ordinances, and provides fiscal oversight.

Interactions between the Mayor and City Council should reflect mutual respect for these separate responsibilities. Differences of opinion may arise on matters of policy or approach; however, such differences should be expressed constructively and in a manner that supports effective governance and public confidence in City leadership.

City policy is implemented by dedicated, professional staff. Therefore, the relationship between City Council and City staff must be well understood by all parties to ensure policies and programs are implemented successfully. The City Council endeavors to maintain a cooperative and respectful working relationship with the Mayor and City staff, recognizing that effective communication and collaboration are key to achieving the City's goals and serving the public interest.

(a) Prohibited Participation in Administrative Affairs

Except as otherwise specifically authorized by the Charter, neither City Council nor any of its members may do any of the following, whether publicly or privately, directly or indirectly, individually or collectively:

1. Direct or request the appointment or removal of any employee of the City to or from any position with the City by the Mayor or by any of the Mayor's subordinates;
2. Take part in the appointment or removal of any employee of the City to or from any position with the City;
3. Direct or request the removal of any member of a board or commission of the City who was confirmed by City Council, except through a quasi-judicial hearing for the removal of a member for cause as authorized by applicable law;
4. Direct or request the removal of any member of a board or commission who was appointed by the Mayor, except through a quasi-judicial hearing for the removal of a member for cause as authorized by applicable law; or

¹⁶ Charter § 3.15

5. Give any order to any employee of the City or any member of any board or commission appointed or confirmed by City Council or appointed by the Mayor.¹⁷

Except as authorized by the Charter, any inquiry dealing with any portion of the administrative service of the City shall be with the Mayor, the City Administrator, or the Mayor's designee when that designation is made in writing. See Appendix B - Efficient Access Guidelines.¹⁸ Any violation of § 4.05 of the Charter is grounds for removal from office.¹⁹

(b) Restrictions Concerning City-Owned Park and Waterfront Property

There are restrictions on the City's ability to sell, donate, or lease park and waterfront property. While some leases are permitted with the approval of six Council Members, other leases, sales, and donations require approval by a city-wide referendum.²⁰

2.5 Additional Powers and Responsibilities Pursuant to the Charter

(a) Responsibility for Filling City Council Vacancies

Vacancies on City Council caused by death, resignation, refusal to serve, removal from office, or failure to maintain the residence required when elected or appointed shall be filled by an appointment made by a majority of the remaining Council Members no more than 45 days after the vacancy occurs.

The person appointed by City Council must be a resident of the district in which the vacancy occurs and must otherwise satisfy all qualifications required for elected Council Members. The election to replace an appointed Council Member shall take place at the next primary and general election.²¹

When a resignation is submitted prior to the start of the qualifying period for that year's municipal elections and the resignation will take effect after the qualifying period begins, the seat will be filled by election during the municipal primary and general elections held in the same year the resignation was submitted. The person elected will take office in January of the following year in accordance with the Charter.

However, if the timing of the resignation would leave the district without representation for more than 50 days, the remaining Council Members may, by majority vote within 45 days of the vacancy, appoint a qualified resident of the district to serve temporarily. That person will hold the seat only until the newly elected Council Member takes office.²²

¹⁷ Charter § 4.05(a)

¹⁸ Charter § 4.05(b)

¹⁹ Charter § 3.04(c)

²⁰ Charter § 1.02

²¹ Charter § 3.04(a)(1)C

²² Charter § 3.04(a)(1)B

(b) Extraordinary Vacancies

If all Council Members are removed by death, disability, or forfeiture of office, the governor shall appoint an interim City Council that shall call a special election to fill all City Council positions. If 3 or more vacancies occur simultaneously on City Council, the remaining Council Members shall, within 15 days, call a special election to fill the vacant City Council positions. Each City Council Member who takes office as the result of an election called pursuant to this subsection shall take office 30 days after the results of that election are certified and shall serve the remainder of the unexpired term of the Council Member whose vacancy resulted in the application of this subsection.²³

(c) Powers and Requirements Relating to Redistricting

A redistricting report prepared under the supervision of the Mayor shall be submitted to City Council within one year of receipt by the City of the results of the census conducted by the Federal Government every ten years. The City Council has the power to request, by a majority vote, a redistricting report at more frequent intervals if it is determined to be necessary.²⁴ City Council, upon receiving a redistricting report, shall follow the procedures outlined in the Charter.²⁵

(d) Power to Resolve Conflicting Charter Amendments on the Same Ballot

The City Council is authorized to determine the extent of the conflict (in the event that two or more Charter amendments are placed on the same ballot at the same election, with conflicting provisions, and more than one such amendment is approved by the voters) and to approve the appropriate language resolving any such conflict by adopting an ordinance that shall determine the final language to be incorporated into the Charter.²⁶

2.6 Additional Statutory Powers and Responsibilities

From time to time, the State may impose additional duties or powers on City Council as the governing body.

Florida law requires City Council to adopt a budget by ordinance or resolution, unless otherwise specified in the Charter.²⁷ The Charter is silent on the budget adoption process, but it does grant City Council certain veto powers (see section 2.2(c)).

²³ Charter § 3.04(b)

²⁴ Charter § 5.06(b)

²⁵ Charter § 5.06(d)

²⁶ Charter § 5.07

²⁷ Fla. Stat. § 166.241(2)

Florida law also requires that the millages shall be fixed only by ordinance or resolution of the governing body of the taxing authority in the manner specifically provided by general law or by special act.²⁸

Another example is that the City Council, as the governing body of the City, may create (and has created) a health facilities authority, and may declare a need (and has declared a need) for a housing authority.²⁹ See sections 12.9 (St. Petersburg Housing Authority) and 12.10 (St. Petersburg Health Facilities Authority).

²⁸ Fla. Stat. § 200.001(7)

²⁹ Fla. Stat. §§ 154.207, 421.04

Chapter 3 - Standards of Conduct for City Council Members

The standards of conduct outlined in this chapter are not exhaustive. Council Members are responsible for complying with all applicable laws, rules, regulations, and case law. Questions about how ethics rules apply to a specific circumstance should be directed to the City Attorney's Office or to private legal counsel.

Particular care should be taken with conflict of interest laws, which are among the most complex rules affecting Council Members. Council Members are expected to identify potential conflicts of interest in advance and must not participate in discussions or decisions when a conflict exists. Failure to properly disclose a conflict of interest, or to refrain from participation when required, is unlawful and may result in significant civil or criminal penalties.

Many of the standards, laws, and rules set forth below apply to candidates for City Council and Council Members elected to office, but not yet sworn in.

3.1 Code of Ethics

Pursuant to § 3.07 of the Charter, the code of ethics for public officers and employees outlined in Chapter 112, Florida Statutes, shall apply to all elected and appointed officers and employees of the City.¹

A Council Member determined to be in violation of the standard of conduct or code of ethics in the Florida Statutes or City Code may be removed from office.²

3.2 Voting Conflicts, Abstention, and Disclosure Requirements

No Council Member shall vote in an official capacity upon any measure which would inure to their special private gain or loss, which they know would inure to the special private gain or loss of any principal by whom they are retained or to the parent organization or subsidiary of a corporate principal by which they are retained, or which they know would inure to the special private gain or loss of a relative or business associate of the Council Member.³

(a) Abstention

A Council Member shall, prior to the vote being taken, publicly state the nature of their interest in the matter from which they are abstaining from voting and, within 15 days after the vote occurs, disclose the nature of their interest as a public record in a memorandum filed with the City Clerk, who shall incorporate the memorandum into the meeting minutes. See Appendix C - Form 8B Memorandum of Voting Conflict.

A Council Member may abstain from voting on a quasi-judicial matter in order to assure a fair proceeding for all parties, which is free from potential bias or prejudice. This is an

¹ City Code § 22-23 shall be considered part of this Code of Ethics.

² Charter § 3.04(c); Code § 22-24

³ Fla. Stat. § 112.3143(3)

exception to the standard conflict of interest provisions found in Florida Statutes. See section 6.5 (Rights of Parties in Quasi-Judicial Matters).

3.3 Gift Law Guidance and Reporting Requirements

The gift laws and regulations are extensive, and the analysis of gift law issues (including gift valuation) is extremely fact-specific. Please consult the City Attorney's Office for guidance.

(a) Gift Solicitation Prohibitions

Council Members are prohibited from soliciting any gift from a vendor doing business with the City, political committee, committee of continuous existence, or lobbyist, or from a partner, firm, employer, or principal of a lobbyist, where such gift is for the personal benefit of the reporting individual, another reporting individual, or any member of the immediate family of a reporting individual.⁴

For purposes of the gift law, the term "lobbyist" means any natural person who, for compensation, seeks, or sought during the preceding 12 months, to influence the governmental decision-making of City Council or the City, or seeks or sought during the preceding 12 months, to encourage the passage, defeat, or modification of any proposal or recommendation by City Council or the City.⁵ The term "lobbyist" is broadly construed by the Florida Commission on Ethics ("Ethics Commission") and includes, but is not limited to, any person or entity that receives funds from the City or contracts with the City.

(b) Gift Acceptance Prohibitions

Council Members are prohibited from directly or indirectly accepting a gift worth over \$100 from a vendor doing business with the City, lobbyist (as defined above), from a partner, firm, employer, or principal of the lobbyist, or from a political committee or committee of continuous existence. However, a gift may be accepted by a Council Member on behalf of a governmental entity or charitable organization, provided the gift is promptly transferred to the intended entity or organization.⁶

No Council Member shall solicit or accept anything of value, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the Council Member would be influenced thereby.⁷

Commented [JO4]: From 12/11/25 COW: Added clarifying language from Fla. Stat. § 112.3148 (i.e., "personal benefit")

⁴ Fla. Stat. § 112.3148(3)

⁵ Fla. Stat. § 112.3148(2)(b)1

⁶ Fla. Stat. § 112.3148(4)

⁷ Fla. Stat. § 112.313(2)

(c) Quarterly Gift Disclosure (Form 9)

Council Members are required to file a Quarterly Gift Disclosure (“Form 9”) with the Ethics Commission. Forms must be filed no later than the last day of the calendar quarter that follows the quarter in which a reportable gift was received.

A Form 9 need not be filed if no reportable gift was received during the prior calendar quarter. Gift Disclosure forms are public records, and gifts from the City must also be reported, including items such as tickets the City receives as part of a contractual relationship (e.g., Rays, Grand Prix, Mahaffey Theater tickets). Failure to file required reports may result in financial fines and other penalties. See Appendix D - Form 9 Quarterly Gift Disclosure.

3.4 Financial Disclosure Requirements

The City Code requires all elected City officials and candidates for elective office to make full and public disclosure of financial interests (“Form 6”) in accordance with Florida Statutes, by July 1 of each year, in the case of elected officials, and at the time of qualifying in the case of candidates for elective office.⁸ Penalties are imposed for late filings.

Please note that Form 6 includes a declaration confirming that the elected officer has completed the annually required four hours of ethics training, as mandated by Florida Statutes.⁹ All disclosures filed with the Ethics Commission must be submitted electronically through the electronic filing system created and maintained by the Commission.¹⁰ See Appendix E - Form 6 E-Filing Sample.

3.5 Additional Standards of Conduct for Council Members

(a) Doing Business with the City

No Council Member acting in their official capacity shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for the City from any business entity of which the Council Member or the Council Member’s spouse or child is an officer, partner, director, or proprietor or in which such Council Member or Council Member’s spouse or child, or any combination of them, has a material interest. Nor shall a Council Member, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the City while acting as a Council Member.¹¹

(b) Unauthorized Compensation

No Council Member or their spouse or minor child shall, at any time, accept any compensation, payment, or thing of value when such Council Member knows, or, with

⁸ Code § 2-79(b)

⁹ Fla. Stat. § 112.3142

¹⁰ Electronic Financial Disclosure Management System, <https://disclosure.floridaethics.gov>

¹¹ Fla. Stat. § 112.313(3)

the exercise of reasonable care, should know, that it was given to influence a vote or other action in which the Council Member was expected to participate in their official capacity.¹²

(c) Salary and Expenses

No Council Member shall be prohibited from voting on a matter affecting their salary, expenses, or other compensation as a Council Member, as provided by law.¹³

(d) Misuse of Public Position

No Council Member shall corruptly use or attempt to use their official position or any property or resource which may be within their trust, or perform their official duties, to secure a special privilege, benefit, or exemption for themselves or others.¹⁴

(e) Conflicting Employment or Contractual Relationship

No Council Member shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, the City; nor shall a Council Member have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between their private interests and the performance of their public duties or that would impede the full and faithful discharge of their public duties.¹⁵

(f) Disclosure or Use of Certain Information

A current or former Council Member may not disclose or use information not available to members of the general public and gained by reason of their official position for their personal gain or benefit or for the personal gain or benefit of any other person or business entity. This would include information learned in a closed session of City Council (e.g., labor negotiations and attorney-client closed sessions), as well as information communicated to a Council Member by staff outside a public meeting.¹⁶

(g) Prohibition on Lobbying by Former Council Members

A person who has been elected to City Council may not personally represent another person or entity for compensation before City Council or its advisory committees for a period of two years after vacating that office.¹⁷

¹² Fla. Stat. § 112.313(4)

¹³ Fla. Stat. § 112.313(5)

¹⁴ Fla. Stat. § 112.313(6)

¹⁵ Fla. Stat. § 112.313(7)

¹⁶ Fla. Stat. § 112.313(8)

¹⁷ Fla. Stat. § 112.313(14)

(h) Prohibited Use of City Resources in Campaign Activities

Public funds cannot be used for what amounts to a strictly private purpose. The use of any public funds to aid the campaign of a person running for public office is considered a private purpose and thus a prohibited expenditure. This means that no City equipment, City materials, City employees, or any other City resources may be used for any campaign purposes whatsoever. Moreover, City Council letterhead and staff support may not be used for personal or political purposes or to aid any political campaign.

Candidates are prohibited from requiring, directing, commanding, coercing, or attempting to require, direct, command, or coerce any employee to participate in a campaign or contribute to that campaign. Violations could constitute a misdemeanor.¹⁸

¹⁸ Fla. Stat. § 104.31

Chapter 4 - City Council Meetings

Council Members have a responsibility to demonstrate civility and professionalism when interacting with fellow Council Members, citizens, City staff, and other elected or appointed officials. Civility, though not easily defined, is reflected in respectful conduct that emphasizes the merits of issues rather than personal attacks or hostility. It also includes the responsibility of being present, prepared, and punctual for meetings, as consistent attendance and timeliness convey respect for colleagues, staff, and the public.

In government, civility means conducting the City's business with courtesy, addressing issues on their substance, and avoiding unnecessary conflict. By maintaining civility, professionalism, and reliability, City Council ensures its work remains focused on the common good of the community, affirming that the manner in which governance is carried out is as consequential as the positions taken.

4.1 City Council Meeting Schedule

The City Council shall meet regularly at least once every month at such times and places as City Council may prescribe.¹ City Council meetings are generally held on the first, second, and third Thursday of the month, beginning at 9:00 AM, 3:00 PM, and 1:30 PM, respectively.

The second meeting of the month will primarily be for ceremonial items such as awards, proclamations, and presentations, as well as internal and external report items, legal items, and all other routine proceedings, excluding public hearings and Consent Agenda items. Additional procedures and requirements for the City Council Agenda ("Agenda") are set forth in Chapter 5.

4.2 General Rules of Procedures

City Council shall determine its own rules of procedure, provided that the requirements contained therein shall always be equal to or greater than those requirements established by law. The City Council shall also determine its own order of business.²

Any Council Member wishing to speak must first obtain the floor by being recognized by the Council Chair ("Chair"). The Chair must recognize any Council Member who seeks the floor when that Council Member is appropriately entitled to do so. However, the Chair may allow a Council Member to speak first on an item regardless of the order in which Council Members indicated their desire to speak.

City Council discussion should be relevant to the item being considered. The Chair has the authority to stop irrelevant comments by ruling them out of order, but should allow the speaker to explain the relevance to an Agenda item.

¹ Charter § 3.05(a)

² Charter § 3.05(b)

City Council participation regarding the presentation of public comments or staff reports should be limited to questions asked at the conclusion of the comment or report. This policy may be waived for a particular issue by a majority vote of City Council or if the presenter requests that questions be made at any time and the Chair approves the request. Otherwise, no general discussion should be permitted until the public comments or staff report has been completed.

(a) Speaking Limits for Council Members

Each Council Member may speak up to 3 times with respect to any matter brought before City Council. The allotted times shall not include the time spent by staff or the public answering Council Member questions.

The first time a Council Member speaks to the matter, they shall speak for no more than 3 minutes. The second time a Council Member speaks to the matter, they shall speak for no more than 3 minutes. The third time a Council Member speaks to the matter, they may speak for no more than 1 minute for summation purposes. At the end of 1 minute, the Council Member's microphone shall be turned off (until the Council Member is permitted to speak again, in accordance with this Manual). If a Council Member comes to the end of one of their allotted time periods to speak and the Council Member wishes to utilize any remaining time available pursuant to this section, the Council Member may do so.

These time limits apply to each matter before City Council, irrespective of the number of motions, substitute motions, and/or amendments offered with respect to that matter. Such motions, substitute motions, and/or amendments do not constitute a new matter and, therefore, do not initiate additional opportunities for each Council Member to speak.

A suspension of these rules may be approved by the Chair, or in the case of Council Committee meetings, by the Committee Chair or by a simple majority of the Council Members present.³

(b) Time Limits on Presentations

Staff reports on Agenda items shall not exceed 10 minutes unless the Chair approves additional time.⁴

(c) Deferral of Agenda Items

Unless otherwise required by law or the Charter, an item appearing on an Agenda shall not be heard at such meeting unless City Council has commenced the Agenda item prior to 10:00 PM. Any Council Member may move to suspend this policy for one or more Agenda items. The motion must be seconded and a majority vote of the quorum present is required for passage.

³ Res. 97-833

⁴ Res. 2019-275

Agenda items not heard pursuant to this section shall be automatically deferred to the next regular City Council meeting, or if the item may not be heard at the next regular meeting due to legal notice requirements, to the first regular City Council meeting following the required notice period. This is an exception to the procedure for deferrals described in section 4.3(b)4 (Postpone or Defer to a Time Certain). Items deferred pursuant to this subsection shall be listed first under the appropriate Agenda heading.⁵

(d) Delay of Agenda Items

Unless otherwise required by law or the Charter, City Council shall not delay action on an Agenda item in order to allow the drafting of substantive changes to one or more documents (e.g., contracts or ordinances) to be voted upon later in the same meeting. Any Council Member may move to suspend this policy for one or more Agenda items. The motion must be seconded, and a majority vote of the quorum present is required for passage.⁶

(e) Council Announcements

Announcements may be made at the end of each City Council meeting. Announcements should be limited to events of community interest and City business.

4.3 Rules of Order and Motions

The City Council shall be governed in the conduct of its meetings by Robert's Rules of Order, Newly Revised Edition, unless otherwise set forth in this Manual.⁷

(a) The Main Motion

Any Council Member (except the Chair) may call for action on any matter before City Council by making a motion. All motions shall be made in the affirmative (e.g., "move approval," not "move approval *not* to").

Any item of business before City Council may be discussed upon introduction by the Chair without the necessity of a motion or second. Any Council Member wishing to speak must first obtain the floor by being recognized by the Chair. When the discussion on an item has concluded, a motion and a second will be required before City Council proceeds to a vote.

~~Once a motion has been properly made and seconded, the Chair shall open the matter for discussion, offering the first opportunity to the moving party and, thereafter, to any Council Member properly recognized by the Chair. No further discussion will be allowed once the motion has been discussed and the Chair calls for a vote.~~

Commented [J05]: From 12/11/25 COW: Revised language based on Council consensus. New language clarifies that Council discussion (on City Council agenda items) may proceed without a motion or a second.

⁵ Res. 2015-512

⁶ Res. 2017-513

⁷ Res. 99-172

Several motions may be employed in addressing the main motion, and if properly made and seconded, must be disposed of before the main motion is acted upon. The following motions are appropriate and may be made by any Council Member (except the Chair) at any appropriate time during the discussion of the main motion. They are listed below in order of precedence and are debatable unless otherwise stated. Matters of legislative concern, such as the adoption of ordinances or the establishment of policy, may be introduced by a Council Member at any meeting. Please note that once a matter has been decided by a vote of City Council, the same matter shall not be brought up again at the same meeting except pursuant to a motion to reconsider.

(b) Subsidiary Motions

Subsidiary motions assist City Council in treating or disposing of a main motion and sometimes other motions.

1. Lay on the Table

Any Council Member may move to lay the matter under discussion on the table. This motion temporarily suspends any further discussion of the pending motion without setting a time certain to resume debate (this is different from a motion to defer). The motion must be seconded, and a majority vote of the quorum present is required for passage. A motion to lay on the table is not debatable.

To bring the matter back before City Council, a motion must be moved and approved so that the matter can be taken from the table. A motion to take from the table must be made at the same meeting at which it was placed on the table or at the next regular City Council meeting. Otherwise, the motion that was tabled dies, although it can be raised later as a new motion.

2. Call the Question (or “Move the Previous Question”)

Any Council Member may move to immediately bring the question being debated or discussed by City Council to a vote, suspending any further debate. The motion must be seconded, and a two-thirds vote of the quorum present is required for passage. A motion to call the question (or move the previous question) is not debatable.

3. Limit or Extend Limits of Discussion

Any Council Member may move to put limits on the length of discussion, provided it does not constitute a motion to close debate or call the question. This is usually used to set time limits for discussing a matter. The motion must be seconded, and a majority vote of the quorum present is required for passage. A motion to limit or extend the limits of discussion is not debatable.

4. Postpone or Defer to a Time Certain

Any Council Member may move to postpone discussion and action on a motion to a date and time certain or to a date after some action has occurred (e.g., the preparation of a report or receipt of certain information). The motion must be seconded, and a majority vote of the quorum present is required for passage.

5. Commit or Refer

Any Council Member may move that a matter being discussed be referred to staff, a committee, or a commission for further study. The motion may contain requests for the staff, committee, or commission, as well as a date upon which the matter should be returned to the Agenda. Referrals to staff shall be subject to the Mayor's directions concerning staff workload and availability. If no date is set for returning the item to an Agenda, any Council Member may move, at any time, to require that the item be returned to the Agenda. The motion must be seconded, and a majority vote of the quorum present is required for passage.

6. Amend

Any Council Member may move to amend the main motion or any amendment made to the main motion. Before the main motion may be acted upon, all amendments and amendments to the amendments must first be acted upon. An amendment must be related to the main motion or amendment to which it is directed. An amendment that substitutes a new motion rather than amending the existing motion is out of order. The motion must be seconded, and a majority vote of the quorum present is required for passage.

7. Substitute

Any Council Member may move to substitute a motion for the motion pending on the floor. The motion shall be related to the same topic and may be used instead of a motion to amend the main motion or an amendment thereto. The motion must be seconded, and a majority vote of the quorum present is required for passage. A substitute motion cannot be amended. If a substitute motion fails, the original motion shall then be on the floor for action.

(c) Incidental Motions of Privilege, Order, and Convenience

Motions of privilege, order, and convenience help ensure the orderly conduct of meetings and are for the convenience of the Chair and Council Members. These motions take precedence over any pending main or subsidiary motion and may be debated except as noted.

1. Call for Orders of the Day

Any Council Member may demand that the Agenda be followed in the order stated therein or as revised and announced by the Chair. No second is required, and the Chair must comply unless City Council, by majority vote, changes the Agenda order of the day by moving to amend the Agenda. A motion to call for orders of the day is not debatable. A motion to amend the Agenda must be seconded, and a majority vote of the quorum present is required for passage.

2. Request for Privilege

Any Council Member, at any time during the meeting, may request that the Chair accommodate the personal needs of City Council, such as reducing noise, adjusting room temperature, or adjusting ventilation. The request shall be ruled on by the Chair.

3. Recess

Any Council Member may move for a recess. The motion must be seconded, and a majority vote of the quorum present is required for passage.

4. Adjourn

Any Council Member may move to adjourn at any time, even if business is pending. The motion must be seconded, and a majority vote of the quorum present is required for passage. A motion to adjourn is not debatable.

5. Point of Order

Any Council Member may require the Chair to enforce the rules of City Council by raising a point of order. The point of order shall be ruled upon by the Chair.

6. Appeal

Should any Council Member be dissatisfied with a ruling from the Chair, they may move to appeal the ruling to the full City Council. The motion must be seconded, and a majority vote of the quorum present is required for passage.

7. Division of Question

Any Council Member may request that the subject matter of a motion, which is made up of several parts, be divided so that Council Members can vote separately on each part. The Consent Agenda may also be divided in this manner. The Council Member's request should be implemented; no vote is necessary.

8. Reconsider

Except for votes regarding matters that are quasi-judicial in nature, City Council may reconsider any vote taken at a meeting, but no later than the same or next

regular meeting, to correct inadvertent or precipitant errors or to consider new information not available at the time of the vote. The motion to reconsider must be made by a Council Member who voted on the prevailing side, but can be seconded by any Council Member. A second is required. The motion requires a majority vote of the quorum, regardless of the vote required to adopt the matter being reconsidered.

If the motion to reconsider is successful, the Chair shall restate the original motion on the matter before City Council. The City Council shall discuss the matter if necessary, make amendments as necessary, and then vote. Any special voting requirements (e.g., supermajority) related thereto shall still apply. The matter to be reconsidered takes no special precedence over other pending matters and shall be heard at the appropriate location on the Agenda unless City Council directs that it be discussed at a specific location on the Agenda or at another meeting.

If the matter is to be reconsidered at another meeting, the City Clerk shall place the matter on the Agenda in the normal location for the matter unless otherwise directed by City Council.

4.4 Quorum and Voting Requirements

A majority of the existing membership of City Council shall constitute a quorum. No action, unless provided in this section, shall be valid or binding unless adopted by the affirmative vote of the majority of a quorum present.⁸ A Council Member is considered present when appearing in a manner permitted by applicable law, an emergency order consistent with applicable law, or City Council action consistent with applicable law.

A smaller number than a quorum may adjourn from time to time and may compel the attendance of absent Council Members in the manner and subject to the penalties prescribed by the rules of City Council.⁹ Such meeting must comply with the Sunshine Law.

In the event a quorum ceases to be present at any time during a City Council meeting, the Chair shall recess the meeting and reconvene only when a quorum is present.

Council Members must be present in the Council Chambers at the time a vote is taken in order to have a recorded vote on a matter. Council Members must physically attend all meetings in which they wish to participate. They may not attend by telephone, video conferencing, or virtual platform unless permitted by applicable law, an emergency order consistent with applicable law, or City Council action consistent with applicable law.

⁸ Charter § 3.05(c)

⁹ *Id.*

No present Council Member shall abstain from voting on a motion unless the Council Member is legally disqualified from voting due to a conflict of interest or the appearance of a conflict.¹⁰

Voting on ordinances and resolutions shall be by roll call, which may be accomplished by an electronic system that produces a visual display showing how each Council Member voted. Unless that display can be seen by the public immediately after City Council has completed voting, the vote of each Council Member shall be announced to the public by the City Clerk, immediately after City Council has completed voting. The result of the vote shall be orally announced by the City Clerk immediately after the vote has been displayed or announced. The vote shall be recorded in the minutes.¹¹

A supermajority vote, or a majority greater than the majority of a quorum, may be required by the Charter or City Code in certain situations.

4.5 Open Forum

During Open Forum, any resident may speak on matters concerning City business or concerns within the subject-matter jurisdiction of City Council, except for public hearings and quasi-judicial items. These provisions differ from the rules for public comment on Agenda items, as described in section 4.6 (Public Comment on Agenda Items).

Open Forum speakers are limited to City residents, owners of property in the City, owners of businesses in the City, or those employed in the City. Speakers shall sign up with the City Clerk and provide, at a minimum, their name and City address (home, business, or place of employment). Only the individual wishing to speak may sign up for Open Forum, and individuals may not sign up for other persons.¹²

When speaking in person, Open Forum speakers are not required to verbally state their home or business address. However, they must verbally state their name, their nearest cross-streets or neighborhood, and, if applicable, the name of their business or place of employment. For speakers participating virtually (e.g., via Zoom), the speaker must verbally state their name and home or business address for the record. Regardless of the participation method, each speaker is limited to 3 minutes, and the microphone will be turned off at the end of this time.

Open Forum shall be scheduled to begin within the first half hour of the City Council meeting. After a half hour of Open Forum, any remaining speakers should be heard at the end of the meeting. The Chair has the discretion to move the meeting along as efficiently as possible to hear from as many speakers as possible at the beginning of the City Council meeting.¹³ The Chair also has the discretion to begin Open Forum after other Agenda items if the Chair determines it is necessary or appropriate.

Commented [J06]: From 12/11/25 COW: Language added to clarify that those participating in Open Forum **in-person** need only verbally state their name and nearest cross-streets or neighborhood, and if applicable, the name of their business or place of employment. For speakers participating **virtually** (e.g., Zoom), the speaker must verbally state their name and home or business address for the record.

¹⁰ Fla. Stat. § 286.012

¹¹ Charter § 3.05(c)

¹² Res. 2009-420

¹³ Res. 2011-28

Speakers who arrive late or cannot be heard during Open Forum at the start of the meeting shall be given an opportunity to speak during Open Forum at the end of the meeting. This procedure may be adjusted as necessary.¹⁴

After a speaker has spoken during Open Forum, Council Members should not engage in discussion with the speaker. The Chair may provide a brief response to the comments, ask brief questions of the speaker, City staff, or the City Attorney to clarify the issue or allow other Council Members to do so, refer the speaker to City staff or another agency, or request that the matter be placed on a future Agenda.

4.6 Public Comment on Agenda Items

The public shall be given an opportunity to speak for up to 3 minutes on individual Agenda items (except for public comment on certain matters that are exempt under applicable laws may not be permitted). The opportunity to speak on an Agenda item shall be before any vote or other action is taken on that item.¹⁵

Speakers must fill out an information card and submit it to the City Clerk before speaking on an Agenda item. The microphone will be turned off at the end of the speaker's allotted 3 minutes. No one shall be permitted to speak on an Agenda item after the public comment period for that matter has been closed.

(a) Rules Applicable for Open Forum and Public Comment on Agenda Items

Each member of the public may only speak once per issue (i.e., if a person speaks at Open Forum regarding an item that is on the Agenda, they may not speak when the same item comes up on the Agenda for action).

Speakers shall direct their comments to City Council, not to the audience in City Council Chambers. Once a speaker leaves the podium, even if a portion of their 3 minutes remains on the clock, the speaker's time is concluded, and they may not resume speaking on the matter once they have left the podium. No one shall be permitted to yield their time to another individual, nor shall time be donated or pooled.¹⁶

4.7 Rules of Decorum

All individuals observing the meeting and addressing City Council shall do so in a manner that allows order and decorum necessary for a governmental meeting to be maintained at all times. Violators of this rule who disrupt the meeting to the point of preventing business from being

¹⁴ *Id.*

¹⁵ Fla. Stat. § 286.0114

¹⁶ City Council's policies and procedures related to Open Forum and other public comment are included in the *Policy Regarding Public Comment and Presentations During City Council Meetings* which is made available to the public by the City Clerk's Office.

conducted shall not be permitted to remain in City Council Chambers.¹⁷ See Appendix F - City Council Rules of Decorum.

Commented [JO7]: A separate appendix document with City Council's newly revised rules of decorum is forthcoming. Placeholder added as "Appendix F"

4.8 Special Meetings

Special meetings may be held on the call of the Chair or the Mayor, or by a majority of the Council Members at a properly noticed meeting voting to hold a special meeting.¹⁸

Notice of a special meeting will be made by the City Clerk, by delivering personally, by mail, or by email, written notice to each Council Member and to the local newspaper and to local media outlets on the City notification list at least 24 hours before the time of such meeting. The call and notice shall specify the time and place of the special meeting, as well as a general description of the business to be transacted.¹⁹

When special meetings of City Council are scheduled, the City Clerk shall attempt to maintain comparable Agenda preparation times and shall notify staff and City Council of any necessary changes.

4.9 Closed Sessions

(a) Attorney-Client Sessions

The Sunshine Law provides a narrow exception for City Council to have closed meetings for the purpose of discussing pending litigation currently before the court.²⁰ These meetings may only be for limited purposes such as settlement negotiations or strategy sessions related to litigation expenditures. The City Attorney shall advise at a public meeting that they desire advice concerning pending litigation. The City must give reasonable public notice of the time and date of the attorney-client session and include the names of persons who will attend the session. The session shall commence at an open public meeting at which the Chair shall announce the commencement, the estimated length of the attorney-client session, and the names of the persons attending. At the conclusion of the attorney-client session, the meeting shall be reopened, and the Chair shall announce the termination of the closed session.

The subject matter of the meeting shall be confined to settlement negotiations or strategy sessions related to litigation expenditures. The entire session must be recorded by a certified court reporter, and the transcript of the meeting shall become a public record when the litigation is concluded.

¹⁷ Res. 2019-632

¹⁸ Charter § 3.05(a)

¹⁹ Although the Charter stipulates a minimum of 12 hours' notice, case law indicates that no less than 24 hours is a more acceptable minimum notice. See *Yarbrough v. Young*, 462 So. 2d 515 (Fla. 1st DCA 1985)

²⁰ Fla. Stat. § 286.011(8)

(b) Collective Bargaining Sessions

The City Council is allowed to have closed meetings for the purpose of having discussions with the Mayor, their staff, and the City Attorney relative to collective bargaining.²¹

(c) Security Related Exemptions

The City Council is allowed to have closed meetings for the purpose of discussing matters that would reveal a security plan or portion thereof that has been made confidential.²²

²¹ Fla. Stat. § 447.605

²² While Fla. Stat. § 286.0113 allows for this narrow exception, it is directly tied to Fla. Stat. § 119.071(3)(a), which classifies security plan information as confidential and exempt.

Chapter 5 - City Council Agendas

5.1 Council Agenda Deadlines and Requirements

Unless otherwise provided, the deadline for backup materials for Agenda items is 10:00 AM on Friday, two weeks before the City Council meeting. The deadline for adding or deleting items (“Adds and Deletes”) is 10:00 AM on the Friday before the City Council meeting.

The City Clerk’s Office (“Clerk’s Office”) prepares the Agenda packets, and barring unavoidable disruptions or holidays, Agendas will be distributed to Council Members on Friday, two weeks before the City Council meeting. The Clerk’s Office will update the Agenda by providing Adds and Deletes on the Friday before the City Council meeting. Agendas will be posted at City Hall, the Main Library, and on the City’s website. This does not prevent changes to the Agenda as provided herein.

Agenda items added or deleted after the deadline for Adds and Deletes shall include “good cause” language explaining why the item should be added or deleted and why it is time-sensitive. The addition or deletion of items after the deadline must be approved by the Chair and by a majority of the quorum present at the City Council meeting when the Agenda is approved.

All supplemental backup materials, including but not limited to PowerPoints, and any revisions to backup materials must be provided by the Adds and Deletes deadline. Supplemental backup materials and revisions to backup materials should not be provided after the Adds and Deletes deadline, unless there is no reasonable alternative and the Chair has given approval. Please note that this does not limit a Council Member from requesting additional information on any Agenda item and requesting that such information be shared with the full City Council.

5.2 Placing a New Business Item on the Council Agenda

Any Council Member may place an item on an Agenda under “New Business” accompanied by a brief written explanation. A New Business Item (“NBI”) requesting a referral to a Council Committee should specify the committee to consider the item, or may provide alternatives (e.g., “other relevant committee” or “first available committee”). The deadlines for placing an NBI on the Agenda are as stated above.

Before submitting an NBI, a Council Member may ask the Administrative Officer if another Council Member is working on a similar item. The Administrative Officer may not act as a conduit between Council Members, but may generally indicate that one of the members is working on a similar item. If the Council Member would like to discuss the item, they must do so at a public meeting.

Council Members may “co-sponsor” a referral by making a motion to do so when the referral is before City Council for action or by filing a written notice of co-sponsorship with the City Clerk and the Administrative Officer by Friday at 5:00 PM following the approval of the referral by City Council.

Commented [JO8]: From 12/11/25 COW: Added the requested provision that any supplemental Council Agenda materials must meet the same submission deadline as the Adds & Deletes process. Also added clarifying language stating that this provision does not prevent a Council Member from requesting additional information on an Agenda item and from requesting that such information be shared with all Council. Nor does it apply to supplemental material provided in connection with a Council Member's request to pull and receive a report on a Consent Agenda item (see section 5.4).

5.3 Reordering Agenda Items

Before or during a City Council meeting, the Chair may reorder items on the Agenda to accommodate the public or address other concerns (i.e., Proposed Agenda Order) without a vote of City Council. However, City Council may override the announced Agenda order by a motion. The motion must be seconded, and a majority vote of the quorum present is required for passage.

5.4 The Consent Agenda

The Consent Agenda shall consist of matters considered routine and likely to be approved by a single motion. Routine items costing **more than \$500,000 or more** will be on Consent Agenda A, while items less than \$500,000 will be on Consent Agenda B. There will be no discussion of these items unless a Council Member requests that a specific item be “pulled” from the Consent Agenda for separate discussion and action.

Commented [JO9]: Clarifying revision made during staff reviews: Slightly revised language to provide clarity for where an item costing *exactly* \$500,000 would be placed (i.e., Consent Agenda A)

Council Members must notify the Administrative Officer of their intention to pull a Consent Agenda item in accordance with the deadlines detailed in section 5.1 to ensure staff members have adequate time to prepare a report, if requested. If a Council Member wishes to pull an item submitted through Adds and Deletes, the Council Member should make every effort to notify the Administrative Officer at least 48 hours prior to the City Council meeting. Supplemental backup materials submitted after the deadlines outlined in section 5.1 are permitted when provided in connection with a Council Member’s request to pull and receive a report on a Consent Agenda item.

Commented [JO10]: See note regarding supplemental backup materials.

Generally, if a Council Member pulls an item for “good news,” no report is required, and the item should be taken up before other regular report items.

Please note that nothing in this section shall prevent a Council Member from requesting that a Consent Agenda item be pulled to discuss and vote on the item separately, as provided in section 4.3(c)7 (Division of Question).

5.5 Ceremonial Agenda Items

The second City Council meeting of the month is generally reserved for ceremonial items, such as awards, proclamations, and presentations. Awards, presentations, and proclamations are ceremonial matters presented by the Mayor, City Council, or Council Member, or an award bestowed on the City or staff by an outside entity.

Presentations shall not include presentations made by a person to promote a non-ceremonial occurrence, as such matters would be correspondence items. The time period for granting an award or making a presentation shall not exceed 10 minutes unless the Chair approves additional

time. Council Members' allotted time to speak shall commence after the award is granted or the presentation is made.¹

No more than one award or presentation may be placed on an Agenda by each Council Member. City Administration may place no more than four awards or presentations on an Agenda. The Chair shall have the discretion to waive the requirements herein if the Chair finds good cause.²

(a) Proclamations

Proclamations which are read in City Council meetings are made on behalf of the Mayor and City Council or the Mayor, but not on behalf of individual Council Members, as a ceremonial commemoration or special recognition of an individual, group, event, or issue. Only the Mayor may initiate proclamations related to City employees or departments, although the Chair may approve the inclusion of City Council in the proclamation.

A Council Member may initiate any other type of proclamation, but may not read a proclamation in a City Council meeting unless the proclamation is made on behalf of the Mayor and City Council. Proclamations are not statements of policy and do not require the approval or action of City Council, except for proclamations that include the City Council must be approved by the Chair. The Mayor and City Council should work collectively to ensure that the honoree(s) receive the full measure of recognition they are due.

Proclamations initiated by the Mayor shall be read by the Mayor or the Mayor's designee. Proclamations initiated by a Council Member (made on behalf of the Mayor and City Council) shall be read by such Council Member or by the Chair or the Chair's designee if the Council Member who initiated the proclamation is unavailable.

Council Members may issue proclamations to honor individuals or organizations and may issue letters of memorial tribute to recognize the passing of persons, neither of which will be read in City Council meetings.

(b) Resolutions of Memorial Tribute

Resolutions of Memorial Tribute may be presented and read in a City Council meeting. The resolutions are made on behalf of City Council and the Mayor. Both the Chair and the Mayor must approve the resolution, which shall be based on whether and to what degree the individual has made a significant contribution to the betterment of the City.

¹ Res. 2016-536

² Res. 2022-75

(c) Distinguished Citizen Award

Council Members may present the City Council's Distinguished Citizen Award to individuals who give back to the St. Petersburg community through volunteerism, unique personal achievements in their profession, or other endeavors.

5.6 Correspondence Items

A member of the public may request that an item be placed on a future Agenda while addressing the City Council during a regular meeting and/or by submitting the request in writing to the Chair as an "Item of Correspondence." The Chair will determine if the item should be placed on the Agenda or referred to Administration for evaluation. Correspondence items are limited to a 3-minute presentation by the requester; however, the Chair may increase that time to up to 15 minutes depending on the subject and nature of the presentation.

5.7 Required Information in Agenda Packets

(a) Required Information for A/E Agreements³

The following information must be included as part of the backup materials for all single project A/E agreements, construction agreements, and continuing A/E agreements (if the agreement requires City Council approval), and for all resolutions acknowledging the ranking of firms prior to negotiating one of the foregoing agreements:

1. The procurement method utilized;
2. Summary of the reason(s) for selecting the firm, summary of transactions listing the current work being performed by the firm for the City, and associated cost of such work;
3. Copy of minutes of all selection committee meetings, which shall include, at a minimum, the names of all firms that submitted proposals or statements of qualifications, names of all short-listed firms, and numerical rankings, evaluation criteria, and dates of selection committee meetings;
4. To the extent such information is provided by the firm pursuant to the procurement process or otherwise discovered as part of the procurement process, including: litigation involving the firm, any failure of the firm to pay contractors for work performed, any wage theft complaints filed against the firm, and/or any failure of the firm to comply with applicable laws or licensing/permit requirements; and
5. Any protests or disputes received.

³ Res. 2017-156

(b) Required Information for Task Orders and Amendments⁴

The following information must be included as part of the backup materials for task orders and task order amendments issued under a continuing A/E agreement when the task order, as amended, requires City Council approval:

1. A summary of the reason(s) for issuing the task order/task order amendment to the firm (i.e., why the firm is preferable for the specified services compared to other firms with continuing A/E agreements); and
2. A summary of transactions listing the current work being performed by the firm for the City and the associated cost of such work.

(c) Proposed Contracts and Agreements

For all City Council main Agenda items (excluding Consent Agenda items), all proposed agreements and exhibits thereto must be included as part of the backup materials.

⁴ *Id.*

Chapter 6 - Quasi-Judicial Matters

6.1 Quasi-Judicial Requirements

Quasi-judicial matters are required to meet certain specific legal requirements for validity. Specifically, the law requires that, because quasi-judicial matters are very similar to judicial cases, similar levels of due process are required to protect the rights of the parties involved.

6.2 Quasi-Judicial Examples

Quasi-judicial matters which come before City Council are generally applications or appeals of decisions on applications made by a City board, commission, or committee, such as the Development Review Commission (“DRC”) and the Community Planning and Preservation Commission (“CPPC”), which allow a party to do something if the application meets the criteria set forth in the City Code.

Common examples of quasi-judicial matters that may come before City Council for action, either by application or on appeal, include, but are not limited to, the following: site plan reviews, special exceptions, historic designations, certificates of appropriateness (“COA”), small-scale rezonings, and other decisions treated as quasi-judicial under applicable law.

Any final decision of the City may be subject to judicial review in the manner provided by law. If any Council Member has a question regarding whether a matter is quasi-judicial in nature, please contact the City Attorney’s Office.

6.3 Ex Parte Communications

No ex parte communications are allowed to be had by any Council Member, and Council Members shall not conduct their own ‘investigation’ of the application. Ex parte communication means any form of contact or communication, either oral or written, during which factual information about a *pending* quasi-judicial matter is gathered by or submitted to a Council Member and which occurs outside of a public hearing.

If any ex parte communication accidentally occurs, the Council Member must disclose in the public hearing and on the record the time and date, the substance of the communication, who provided the communication, and any other pertinent information. Disclosure does not necessarily solve the problem because the decision may still be challenged and overturned solely based on the fact that the ex parte communication occurred. The best solution to remove the potential bias or prejudice created may be abstention.

6.4 Site Visits

Any Council Member may conduct a site visit of real property that is the subject of a quasi-judicial matter *pending* before City Council, provided that the Council Member adheres to the disclosure procedures listed below. “Site visit” means a visit to any real property that is the

subject of a *pending* quasi-judicial application (“Site”) occurring prior to the public hearing on the application, which is conducted solely for the purpose of making visual observations. No *ex parte* communication may occur in connection with any Site visit. The act of driving, walking, or traveling by any other method (“Traveling”) by a Site in the customary course of Traveling to another location which is not undertaken for the purpose of making visual observations about the Site is not a Site visit.

Any Council Member who conducts a site visit shall disclose and make part of the public record the existence of such site visit and shall state any visual information obtained during the site visit.

Disclosure must occur before or at the commencement of the public hearing at which a vote is taken on the *pending* quasi-judicial matter.

Time permitting, Council Members shall make such disclosure in a memorandum provided to the City Clerk before the applicable public hearing for inclusion in the public record.

All decisions in a quasi-judicial proceeding must be supported by competent, substantial evidence in the record pertinent to the proceeding, irrespective of any Site visit.

6.5 Rights of Parties in Quasi-Judicial Matters

Parties are entitled to unbiased decision makers, and Council Members who feel they have a potential bias or prejudice for or against any party participating in the proceeding are allowed to abstain (i.e., recuse themselves from participation in the proceeding), to assure a fair proceeding free from potential bias or prejudice. As noted in section 3.2(b) (Abstention), this is an exception to the standard conflict of interest provisions found in Florida Statutes.¹

Council Members must make their decision based only on the evidence presented in the public hearing and may not gather evidence outside of the public hearing.

Parties are entitled to receive procedural due process. This means that, among other things, quasi-judicial items that must be approved by ordinance (e.g., historic designation, zoning changes) cannot be denied at the first reading. The public hearing must be held to hear and receive evidence.

Parties are entitled to notice of the meeting at which the application will be heard, fundamental fairness in the hearing concerning their application, an opportunity to be heard at the meeting, and to present evidence (written or oral). Parties are entitled to a decision based on substantial competent evidence presented at the quasi-judicial hearing, not a decision based on how many people support or oppose the application. Parties are entitled to have the requirements of the law applied to their application, and if the application meets the requirements, parties are entitled to have their application approved.

¹ Fla. Stat. § 286.012

6.6 Quasi-Judicial Proceedings

The following procedures shall be followed for quasi-judicial proceedings unless circumstances necessitate different procedures. The City Attorney should be consulted before any change.

(a) Rules Concerning Public Comment

Anyone wishing to speak must fill out a speaker's card (currently yellow) and present the card to the City Clerk. All speakers must be sworn prior to presenting testimony. No cards may be submitted after the close of the Public Comment portion of the public hearing.

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.

At any time during the proceeding, 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.

(b) 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 being heard, the Applicant bears the burden of proof.

(c) 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.

(d) Initial Presentation

Each party shall be allowed 10 minutes for their initial presentation. The order of initial presentations shall be:

1. Presentation by City Administration.
2. 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.

3. 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).
4. 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.

(e) Public Comment

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

(f) Cross Examination

Each party shall be allowed a total of 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 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 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:

1. Cross examination by City Administration
2. Cross examination by Opponent, if applicable.
3. Cross examination by Appellant, followed by Applicant, followed by Property Owner, if different.

Note: Cross examination may be waived by any party.

(g) Rebuttal and Closing

Each party shall have 5 minutes to provide a closing argument and/or rebuttal. The order of rebuttal/closing shall be:

1. Rebuttal/Closing by City Administration.
2. Rebuttal/Closing by Opponent, if applicable.
3. Rebuttal/Closing by Applicant, followed by the Appellant, if different, followed by the Property Owner, if different.

Note: Rebuttal/Closing may be waived by any party.

Chapter 7 - Community Redevelopment Agency (CRA)

7.1 City Council as the CRA

The City Council is solely delegated the authority to serve as the Community Redevelopment Agency (“Agency”) by the Pinellas County Board of County Commissioners, pursuant to Chapter 163, Part III of Florida Statutes. There are currently four established Community Redevelopment Areas (“CRAs”), each with an adopted redevelopment plan and approved redevelopment fund: Bayboro Harbor, South St. Petersburg, Intown, and Intown West.¹ See Appendix G - Intown, Intown West, and South St. Petersburg CRA Boundaries Map.

Pinellas County must approve all Community Redevelopment Plans (“CRPs”) and Tax Increment Financing (“TIF”) areas, and has required City Council to serve as the Agency when it has delegated redevelopment authority to the City for each of the CRAs. Each CRA has an adopted redevelopment plan and trust funds that receive TIF revenues.²

Additionally, the South St. Petersburg CRA has a Citizens Advisory Committee (“CAC”) of nine members: six selected by the Mayor and confirmed by City Council, and three selected by the Pinellas County Board of County Commissioners. The CAC provides advisory opinions to the Agency on CRA budgets and programs, TIF expenditures, and amendments to the [South St. Petersburg CRP](#).

Commented [JO11]: From 12/11/25 COW: Clarifying language added to identify that the CAC provides advisory opinions on matters concerning the **South St. Petersburg CRA**.

7.2 Meetings of the Agency

Regular meetings of the Agency shall be held on the same days as regular City Council meetings, if there are CRA items on the Agenda. Regular meetings shall begin at the same time as the City Council meeting held on that day. However, if there are CRA items on the Agenda, the start time of the Agency meeting may be delayed so that City Council may finish all or part of its regular Agenda.

The Administration may schedule CRA items in accordance with the requirements outlined in section 5.1 (Council Agenda Deadlines and Requirements). The City Council shall recess its meeting and reconvene as the Agency in order to hear CRA items.

7.3 Administrative Matters

The Mayor is designated as the Executive Director of the Agency and may utilize City staff to provide the services necessary for the operation of the Agency. City staff that the Executive Director utilizes for Agency purposes are hereby designated to be Agency staff when acting in that capacity.

¹ The Bayboro Harbor Redevelopment Plan expired in 2018, with no further City or County payments to the trust fund.

² TIF revenues are based on the increase in property tax revenues in the CRA (after a base year is established at its inception) and must be spent on public improvement projects in the CRA in which they are generated.

The City Clerk and City Attorney, and their designees, including bond counsel, are hereby designated to be the Agency clerk and attorney when acting in that capacity.

7.4 Creation of a New CRA³

1. City Council makes a finding of necessity based on the evidence presented, establishes a new CRA, and designates itself as the Agency.
2. The Agency requests that the Administration initiate preparation of a CRP for the CRA.
3. The Administration prepares a CRP that meets the data and substance requirements of the Community Redevelopment Act. The draft CRP may also include creating a TIF district, establishing a redevelopment trust fund, and drafting an Interlocal Agreement with Pinellas County, if necessary.
4. The Local Planning Agency (currently the CPPC) reviews the CRP for consistency with the City's Comprehensive Plan.
5. The Agency makes a recommendation to City Council on the CRP, which may include action on a TIF district, redevelopment trust fund, and Interlocal Agreement.
6. City Council takes action on the CRP, which may include action on a TIF district, redevelopment trust fund, and Interlocal Agreement.
7. The CRP and other necessary instruments are transmitted to Pinellas County for approval.

7.5 Modifications to an Existing CRP⁴

1. The Administration prepares modifications to the CRP that meet the data and substance requirements of the Community Redevelopment Act.
2. The Local Planning Agency (currently the CPPC) reviews the CRP modification for consistency with the City's Comprehensive Plan.
3. The Agency makes a recommendation to City Council on the CRP modification, which may include action on a TIF district, redevelopment trust fund, and Interlocal Agreement.
4. City Council takes action on the CRP modification, which may include action on a TIF district, redevelopment trust fund, and Interlocal Agreement.
5. The CRP modification, and other instruments as necessary, are transmitted to Pinellas County for approval.

³ Fla. Stat. § 163.360

⁴ Fla. Stat. § 163.361

7.6 Disposal of Land Acquired for Community Redevelopment Purposes⁵

1. The Administration will prepare a staff report and disposition agreement after the proposal meets the competitive disposition, notification, and other requirements of the Community Redevelopment Act.
2. The Agency makes a recommendation to City Council on property disposition.
3. City Council takes action on property disposition.

7.7 Review of Development Projects within the Intown and Intown West CRAs

Within the Intown Redevelopment Area and the Intown West Redevelopment Area, all development proposals, including the rehabilitation of existing buildings, with a total construction cost in excess of \$5,000,000, shall be reviewed by the Agency for consistency with the duly adopted underlying redevelopment plan. The CRA design review is a legislative action of the City Council.

Development proposals with a total construction cost less than \$5,000,000 shall be reviewed by the Person Officially Designated (“POD”) to ensure consistency with the duly adopted underlying redevelopment plan. If a development proposal with a total construction cost under \$5,000,000 is denied by the POD, the applicant may appeal the decision to the Agency by submitting a written request to the City Clerk within 10 days of the POD’s decision. The Agency’s decision is the final action of the City.⁶

(a) Standards for Review

In reviewing an application made pursuant to the City Code, the POD or the City Council’s decision shall be guided by the following factors:

1. The development proposal is consistent with the duly adopted underlying redevelopment plan.
2. The development proposal furthers the purpose of the Comprehensive Plan and the Land Development Regulations.
3. The development proposal is generally consistent with the design review criteria currently set forth by City Council Resolution. See Appendix H - Council Res. 2021-636 Intown and Intown West CRA Design Guidelines.

⁵ Fla. Stat. § 163.380

⁶ Code § 16.06.010.1

Chapter 8 - Council Chair and Vice-Chair

8.1 Council Chair

The Charter provides that City Council shall elect from among its members a Chair who shall preside at all meetings of City Council.¹ The Chair is responsible for conducting the City Council meeting and shall open, recess, and close the meeting without motions. The Chair may make Agenda changes if there is no objection and shall act as parliamentarian with advice from the City Attorney, as needed. The Chair should reserve comment on an issue or Agenda item until all of the Council Members who wish to speak have spoken and may not make or second motions. Additionally, all comments by Council Members should be directed to the Chair or the body as a whole, and cross-talk between Council Members should be ruled out of order by the Chair.

The Chair, upon becoming Chair in January, shall designate the members of the Council Committees as provided by the Charter.² See section 9.10 (Council Committee Assignments). Additionally, the Chair appoints Council Members to certain outside boards, committees, and commissions, subject to City Council confirmation by resolution. See section 10.2 (Council Chair Appointments).

The Chair or acting Chair, along with the City Clerk, shall sign every ordinance or resolution upon its final passage. Such ordinances and resolutions shall be recorded in a book kept for that purpose.³

The Chair will coordinate with the Administrative Officer in the preparation of the Council Office's annual budget and the scheduling of Committee of the Whole ("COW") meetings, and such other City Council meetings as needed.

Upon receiving a request, either from the Mayor or a member of the public, for ceremonial representation by City Council at an event, the Administrative Officer, in coordination with the Chair, shall determine which Council Member shall represent the City Council. If the Chair is unavailable, the Vice-Chair shall make that determination. City Council representation should be determined by the special interest of a Council Member, the Council Member's district relationship to the event, the request of those extending the invitation, or the Council Member's availability to attend. This policy does not prohibit any other interested Council Member from attending any event.

The Chair shall also perform such duties as outlined in this Manual.

¹ Charter § 3.03(a)

² Charter § 3.12

³ Fla. Stat. § 166.041(5)

8.2 Council Vice-Chair

City Council shall elect from among its members a Vice-Chair who shall act as Chair during the absence or disability of the Chair.⁴

8.3 Elections and Terms of the Chair and Vice-Chair

In January of each year, the City Council shall elect the Chair and Vice-Chair in accordance with the following: If the first Thursday in January falls on January 1, the City Council shall elect the Chair and Vice-Chair on the second Thursday in January. Otherwise, City Council shall elect the Chair and Vice-Chair on the first Thursday in January.⁵

The terms of Chair and Vice-Chair shall begin at the same meeting at which the election for that position was held and shall continue in that position for a term of approximately one year until a successor is elected to hold that position.⁶

(a) Procedures for Nominations and Balloting

Every December, the City Council, including newly elected Council Members who will be in office in January and excluding Council Members who will no longer be in office, shall schedule a COW meeting to discuss the nomination and election of the Chair and Vice-Chair. The Chair will conduct the election for the next year's Chair. The Chair will call for nominations, and each Council Member may nominate one person or may nominate themselves. Nominations do not require a second, and nominees may decline a nomination. After all nominations have been received, the Chair will close the nominations, may allow nominees to speak briefly to their nomination, and will call for a written ballot unless there is only one nominee. The nomination and election of the Vice-Chair will be made in the same manner described for the Chair.

Each written ballot will include the name of the Council Member who cast it and who they are voting for. Ballots are retained as public records. The City Clerk will announce the results of the balloting by reading the total number of ballots for each nominee. When one Council Member has received a majority of ballots, the balloting shall end. If three or more Council Members are nominated and no one receives a majority, the Council Member with the lowest number of ballots shall be removed from the next round of balloting.

If there is a tie and the nominees agree that a deadlock has occurred, with it unlikely that anyone will change their vote, ties will be decided by a coin toss unless the nominees agree to another tiebreaking procedure.

⁴ Charter § 3.03(b)

⁵ Charter § 3.03(c)(1)

⁶ Charter § 3.03(c)(2)

The City Council will formalize the balloting by nomination and a roll call vote at the first City Council meeting in January. City Council is not bound by the results of the December COW meeting, and Council Members may nominate different candidates for Chair and Vice-Chair. The City Clerk will record how each Council Member voted in the meeting minutes.

(b) Vacancies

If the position of Chair becomes vacant, City Council shall elect a Council Member to fill that vacancy at the first City Council meeting to occur following the vacancy. If, through such a vacancy-filling election, the Vice-Chair is elected to serve as the Chair, thereby creating another vacancy, City Council shall immediately elect a Council Member to fill that newly-created vacancy.⁷ Removal of Chair or Vice-Chair from their position shall be on the same grounds and in the same manner as the removal of a Council Member.⁸

(c) Order of Succession in the Absence of the Chair and Vice-Chair

In the event neither the Chair nor Vice-Chair is available at a City Council meeting, or COW meeting, the order of succession will be as follows:

1. If there are Council Members who have previously served as the Chair present, the most immediate past Chair shall serve as Acting Chair.
2. If there are no past Chairs and there are Council Members who have previously served as Vice-Chair present, then the most immediate past Vice-Chair shall serve as Acting Chair.
3. If there are no past Chairs or Vice Chairs, then the most senior Council Member in terms of service shall serve as Acting Chair. If there are two Council Members with the most seniority, then the Acting Chair shall be the Council Member from the lowest numbered District.

⁷ Charter § 3.03(c)(3)

⁸ Charter § 3.03(c)(4)

Chapter 9 - City Council Committees

9.1 Committee of the Whole

The Chair shall schedule COW meetings to include all Council Members (or as many as reasonably possible) based on referrals by City Council or requests from the Administration. The Chair shall determine when an Administration request warrants the scheduling of a COW based on the subject matter of the referral. City Council may cancel any COW scheduled by the Chair with a supermajority vote and may schedule or reschedule any COW by a simple majority vote.

Referrals to a COW shall require an affirmative vote of a supermajority of City Council. A supermajority shall be six if eight Council Members are present and voting, and, if fewer than eight are present and voting, five affirmative votes.

COW meetings shall be led by the Chair, or, if unavailable, the Vice-Chair. If neither is available, please refer to section 8.3(c) (Order of Succession in the Absence of the Chair and Vice-Chair).

The Chair may allow a COW meeting to begin without a quorum being present and may allow a COW meeting to continue if a quorum ceases to be present, but in either case shall not allow a vote or other action to be taken unless and until a quorum is present. Any action taken at a COW is not an official action of the City Council unless and until approved by the City Council at a City Council meeting.

The speaking limits for Council Members at COW meetings shall be the same as those for City Council meetings described in section 4.2(a) (Speaking Limits for Council Members).

9.2 Budget, Finance, and Taxation Committee

The Budget, Finance, and Taxation (“BFT”) Committee is generally responsible for policy decisions and recommendations relating to budgeting, auditing, financial reporting, taxation, procurement, health and property insurance, utility rate changes, management evaluations, and other matters pertaining to the finances of the City. The Chair of the BFT Committee also serves on the Investment Oversight Committee (“IOC”) unless the BFT Committee designates another committee member during a January BFT meeting.¹

The Administration shall provide the BFT Committee with a copy of the Quarterly Investment Report, the Quarterly Pension Investment Report, Quarterly Outstanding Debt Report, the Quarterly Budget to Actual Report for all Operating Fund Activities, and the Budget Department’s Quarterly Report, within 45 days after the end of each of the first three quarters and within 60 days after the end of the fourth quarter of the fiscal year. Copies of these reports will be provided to all Council Members, and the reports shall be discussed at a BFT Committee meeting.² The minutes of the IOC meetings will also be provided to the BFT Committee.

Commented [JO12]: From 12/11/25 COW: Revised language concerning supermajority and simple majority thresholds for canceling and scheduling and/or rescheduling COW meetings.

Commented [JO13]: From 12/11/25 COW: Language added as requested to specify that the minutes of the IOC meetings are provided to the BFT Committee.

¹ City Investment Policy for Municipal Funds, Amended June 5, 2025, Res. 2025-310

² Res. 2009-247

The BFT Committee will discuss potential management evaluations at the first meeting in October of each fiscal year.³

9.3 Economic and Workforce Development Committee

The Economic and Workforce Development (“EWD”) Committee generally deals with equitable policies, plans, and programs related to the vitality of the local economy, including the creation and retention of jobs, the attraction of new businesses and private investments, support for small businesses, incentive policies, and the growth of targeted industries.⁴

9.4 Health, Energy, Resilience, and Sustainability Committee

The Health, Energy, Resilience, and Sustainability (“HERS”) Committee deliberates and makes recommendations on policies related to sustainability initiatives, including but not limited to energy efficiency, sustainable infrastructure, environmental protections, and food insecurity.

9.5 Housing, Land Use, and Transportation Committee

The Housing, Land Use, and Transportation (“HLUT”) Committee is responsible for deliberating and recommending policies related to the City’s initiatives, including housing affordability, responsible land-use practices, and a safe and reliable transportation network.

9.6 Legislative Affairs and Intergovernmental Relations Committee

The Legislative Affairs and Intergovernmental Relations (“LAIR”) Committee generally deals with issues and concerns relative to lobbying of governmental entities and legislation; interlocal agreements; laws, rules and regulations proposed to be adopted by other governmental entities including but not limited to the Florida Legislature, the Florida Cabinet, Congress, the President, and the state and executive branches of government, county government, and other cities; and cooperation with other governmental agencies.⁵

Items shall only be placed on the LAIR Agenda in the following three ways (this is an exception to the policy for other Council Committees):

1. A referral by City Council;
2. A written request to the LAIR Committee by any Council Member; or
3. A referral by the Administration.

The LAIR Committee shall not engage in partisan politics, nor shall its members take a position on a proposed law, rule, or regulation based upon party affiliation.

³ Res. 2012-271

⁴ Res. 2022-631

⁵ Res. 2002-135

The LAIR Committee shall have the authority to initiate proposed legislation and recommend that City Council approve the submission of such legislation to the appropriate external legislative body for consideration.

The LAIR Committee shall only propose a law, rule, or regulation or take a position on a proposed law, rule, or regulation that has a direct effect upon the City, including but not limited to a direct effect upon the City's programs, services, home rule authority, or any property within the City's geographic boundaries. The criteria for evaluating a proposed law, rule, or regulation shall be based upon what is in the best interest of the City and its citizens.

Prior to the start of each Florida legislative session, the Administration shall request that the appropriate item be placed on the LAIR Agenda to allow review of the City's draft legislation and appropriation requests (i.e., legislative priorities). The LAIR Committee shall evaluate and may add to or modify the proposed draft legislative program and shall make such recommendations to the City Council for formal action.

During each legislative session, the Administration will provide the LAIR Committee with regular reports on bills of concern to the City. To the extent reasonably possible, the Administration shall inform the LAIR Committee promptly of any significant legislative developments affecting the City during the session. The Chair of the LAIR Committee shall, at the request of the Administration or City Council, convene to consider action on a particularly important piece of legislation. When no reasonable alternative exists, or the LAIR Committee is unavailable, items of critical importance may be taken directly to City Council by the Administration or a Council Member.

The LAIR Committee recognizes the time-critical nature of decisions that must be made during and immediately prior to each legislative session, and that, at such times, the Administration will need to make independent decisions regarding City support of or opposition to pending legislation and amendments. In making these decisions, the Administration shall be guided by what is in the best interests of the City and any information or discussion provided by the LAIR Committee. The LAIR Committee is authorized to delegate action on time-sensitive issues to a subcommittee of the LAIR Committee.

The opinion of an individual elected official on a given issue may differ from the official City position taken by City Council. An elected official has the right to advocate their differing position, but must make clear that it is not the official position of the City or City Council.

9.7 Public Services and Infrastructure Committee

The Public Services and Infrastructure ("PSI") Committee generally deals with policies related to permitting, zoning, public safety, public improvements, utilities, downtown facilities, communications, technology issues, leisure services, and other city matters not addressed by other Council Committees.

9.8 Youth and Family Services Committee

The Youth and Family Services (“YFS”) Committee is responsible for making policy recommendations regarding the social, emotional, economic, educational, and developmental needs of children, teens, young adults, and families in St. Petersburg through programs and services that support and foster positive growth.

9.9 Council Committee Schedules

The City Council shall schedule a COW meeting in December to discuss the calendar for the following year (including the following January). The Administrative Officer will present, and City Council will discuss any variations to the regular City Council meeting schedule, Council Committee schedules, City Council vacation weeks, National League of Cities (“NLC”) or Florida League of Cities (“FLC”) conferences, and any other calendar-related issue that City Council deems appropriate.

This meeting shall include newly elected Council Members and exclude Council Members who will no longer be in office in January. At the first regular meeting in January, City Council shall approve the calendar for that year through the end of January of the following year.

The dates and times of all Council Committee meetings shall be included in City Council’s annual calendar. Committee meeting schedules may be changed as needed by the Administrative Officer in coordination with the respective Committee Chairs. Committee meetings are properly noticed on the City’s Weekly Meeting Schedule. Additionally, committee agendas and approved committee minutes are posted on the City’s website.

Commented [JO14]: Clarifying revisions made during staff reviews related to committee agendas and minutes.

9.10 Council Committee Assignments

Council Members may provide their requests or preferences to serve on any Council Committee to the Administrative Officer in writing, who will provide such requests to the Chair, as described in section 10.3 (Council Member Appointment Preferences).

City Council shall have the right to establish such committees of Council Members as it deems appropriate from time to time.⁶ The Chair, upon becoming Chair in January, shall designate the members of each committee, and the members of each committee shall designate its Chair and Vice-Chair at their first committee meeting of the year or at the meeting immediately following the Chair’s appointments.

The Chair should rotate membership among Council Members so that Council Members may serve on different Council Committees, provided that, when possible, at least one continuing Council Member serves on each Committee to ensure continuity. Every Council Committee shall have four members and one alternate, except for COW, which includes all Council Members.

⁶ Charter § 3.12

However, up to three alternates may be appointed for each Committee to serve in place of absent members.⁷

Legislative Aides (“Aides”) provide staff support for Council Committees. The Administrative Officer is responsible for these assignments.

9.11 Election of Committee Chairs and Vice-Chairs

At the first committee meeting of the year, or at the meeting immediately following the Chair’s appointments, the previous year’s Committee Chair will call for nominations for Committee Chair. Committee members may nominate only one other committee member or themselves. Nominations do not require a second, and nominees may decline a nomination. After all nominations have been received, the previous year’s Committee Chair will close the nominations and may allow nominees to briefly address the committee. The election of Committee Chair will be done by voice vote unless committee members request a roll call vote. The newly elected Committee Chair will then request nominations for the Committee Vice-Chair, and the nomination and election process will proceed in the same manner.

If the previous year’s Committee Chair is no longer a committee member, the previous year’s Committee Vice-Chair will call the meeting to order and ask for nominations for Committee Chair. If neither the previous Chair nor the Vice-Chair is a committee member, the Committee’s most senior member (in terms of years of service on the Committee) will serve as the acting Committee Chair for the purpose of calling the meeting to order and requesting nominations for Committee Chair. If all committee members’ years of service are equal, then the Council Member from the lowest-numbered district shall act as Committee Chair for the purposes described above.

9.12 Referrals to Council Committees

Items or matters which a Council Member or the Administration wishes to refer to a Council Committee must, except as otherwise provided herein, be approved by the City Council prior to a referral. These referrals may be as NBIs or may be moved at any time such a motion is appropriate per the City Council rules, and the approval by City Council will be by a formal motion. This policy shall not prevent the Administration, the Chair, or the Committee Chair from placing items on the Council Committee’s agenda that are scheduled to come before City Council.

These guidelines shall not be interpreted to prevent any Council Member from placing an NBI on a Council Agenda, prevent the Administration or a member of the Council Committee from placing a time-sensitive item on the agenda of the Committee provided written notice is given to the other Committee members and the Committee Chair, or prevent a Committee member from

⁷ Res. 2005-445

adding an emergency item to the agenda during a Committee meeting provided the addition is approved by formal motion of the Committee.

The Administration may request additions to agendas, with the Committee Chair's approval, through an NBI. For tracking purposes, this type of NBI will be submitted with the following statement: *"This referral is a staff request, and I am formally submitting this new business item as a method of informing City Council."*

To the extent that these procedures conflict with guidelines specifically approved by City Council resolution for any Council Committee (e.g., LAIR), the approved guidelines shall prevail.

Committees of limited duration (i.e., committees with a specific end date or goal, which, when achieved, would result in their expiration) may have items placed on their agenda by committee members at any time, without regard to these restrictions, provided the item is consistent with the established purpose of the committee. Additionally, Council Committees may meet jointly on issues of mutual concern.⁸

9.13 Council Committee Agendas

Committee agendas are generally created through referrals from Council Members (i.e., NBIs) or by motions, if appropriate, per the City Council rules, and approved by City Council.

Unless otherwise provided, backup materials for all Council Committee agendas are due to the respective liaison by 10:00 AM on the Friday before the meeting. The Committee Chair may cancel a committee meeting if the backup materials for the meeting have not been distributed by the Friday before the meeting.

All supplemental backup materials for Council Committee agendas, including but not limited to PowerPoints, and any revisions to backup materials must be provided by the deadline outlined in this section. Supplemental backup materials and revisions to backup materials should not be provided after the deadline unless there is no reasonable alternative and the Committee Chair has given approval. Please note that this does not prevent a Council Member from requesting additional information on any Council Committee agenda item and requesting that such information be shared with the full City Council.

9.14 Procedures for Council Committee Meetings

Committees may make recommendations to City Council, but are not intended to usurp the power and responsibility of City Council to perform legislative functions of the City unless the City Council specifically delegates such power to a committee on a specific issue.

Commented [JO15]: Clarifying revisions made during staff reviews (related to a request from the 12/11/25 COW) regarding committee agenda backup and materials submitted after the deadline. Language added to mirror the provisions added to section 5.1 (Council Agenda Deadlines)

⁸ *Id.*

(a) Rules of Order

In smaller meetings, some of the formality necessary for a large assembly would hinder business. The rules governing such meetings are different from the rules that hold large assemblies in the following respects:

1. Motions need not be seconded.
2. Motions to close or limit debate generally should not be entertained.
Discussion of a subject is permitted while no motion is pending
3. The Committee Chair may make motions and vote on all questions.
4. The Committee Chair may allow a meeting to begin without a quorum and may allow the meeting to continue if a quorum ceases to be present, but in either case shall not allow any vote or other action to be taken unless and until a quorum is present.⁹

When committee meeting minutes are before a committee for approval, any Council Member may request that such minutes be revised to more accurately reflect the statement(s) of a Council Member related to a matter that will go before City Council for approval. The Council Member's request should be implemented if the requested revisions are factually accurate.

(b) Quorum and Participation

A majority of the Committee's membership shall constitute a quorum. To the extent possible, members shall sit together as a group next to the Committee Chair; alternates shall sit as a group next to the committee members; and non-committee members of City Council, although always welcome to attend, shall not integrate themselves among committee members or alternates.

No audience participation is allowed during any committee meeting, unless permitted by the consent of a majority of the committee members present or required by law. The Committee Chair may allow members from the public (e.g., stakeholders) to participate in committee discussions. Council Members may also request the Committee Chair's permission for stakeholder participation, provided that the participation is limited to facts and information necessary for the matter before the committee.¹⁰ Requests from presenters or stakeholders to participate via virtual meeting technology (e.g., Zoom) will be at the discretion of the Committee Chair.

The Committee Chair should allow the Council Member who is the sponsor of an agenda item, if present, to speak first to introduce the item and identify particular issues or concerns. Thereafter, committee members shall discuss the issue. Council Members who

Commented [JO16]: As discussed at 12/11/25 COW - removed the following provision: "Discussion of a subject is permitted while no motion is pending" since this list highlights rules which are *different* from those for larger assemblies (i.e., City Council Meetings). With the change to 4.3(a) (The Main Motion), this provision became obsolete.

⁹ *Id.*

¹⁰ Res. 2022-446

are not committee members shall speak after committee members have spoken, so long as there is sufficient time. The Committee Chair may make exceptions to this procedure if appropriate. The speaking limits for Council Members at committee meetings shall be the same as those for City Council meetings described in section 4.2(a) (Speaking Limits for Council Members).

At the discretion of the Committee Chair, committees should periodically review their referral lists to provide Council Members and the City Administration the opportunity to request and provide updates on pending referral items.

(c) Committee Report Items

Committee Report Items (“Action Items”) serve as memorandums to the full City Council detailing a committee’s motion and recommendation for approval of a motion and/or resolution. Action Items are also used to formalize, with a vote of the City Council, the removal or transfer of a committee’s referral item(s).

Chapter 10 - Appointments to Boards, Committees, and Commissions

10.1 Mayoral Appointments

Unless otherwise specified, members of City-created boards, committees, commissions, and similar bodies are appointed by the Mayor and subject to City Council confirmation by resolution.

Council Members may also be appointed to certain City boards, committees, and commissions. In addition, the enabling legislation of some outside entities may require the Mayor to appoint a Council Member to serve as the City's representative, subject to confirmation by City Council.

Each January, the Mayor will appoint Council Members to the following designated boards, committees, and commissions, subject to confirmation by City Council resolution:

1. Affordable Housing Advisory Committee
2. Arts Advisory Committee
3. City Beautiful Commission
4. Committee to Advocate for Persons with Impairments
5. Consolidated Plan Ad Hoc Application Review Committee
6. Public Arts Commission
7. Social Services Allocation Committee
8. Tampa Bay Estuary Program Policy Board

10.2 Council Chair Appointments

The City Council is also responsible for appointing Council Members to serve on certain outside boards, committees, and commissions. Each January, the Chair will make appointments, subject to confirmation by City Council resolution, to the following:

1. Forward Pinellas
2. ~~Homeless Leadership Alliance of~~ Pinellas County Continuum of Care
3. Pinellas Suncoast Transit Authority ("PSTA")
4. School Transportation Safety Committee
5. Tampa Bay Regional Planning Council
6. Tampa Bay Water Board of Directors
7. ~~South St. Petersburg CRA Grant Review Committee~~[†]

Commented [JO17]: From 12/11/25 COW: Corrected name for the Pinellas County Continuum of Care (previously Homeless Leadership Alliance).

Commented [JO18]: Clarifying revisions made during staff reviews: Removing this from the list since this body does not exist anymore, and CRA grant review has been absorbed into staff evaluation processes and/or competitive solicitation/evaluation processes.

[†] Committee membership includes Council Members from Districts 5, 6, and 7; however, Res. 2017-366 allows the Council Chair to appoint an alternate in the event one of those Council Members is unable to attend the meetings.

Appointments to these entities shall be for one year or until a successor is appointed. An entity's enabling legislation may permit the Chair to appoint an alternate to attend if the regular member is unable to attend. The Chair is authorized to appoint a Council Member to serve as a liaison to the Housing Authority. See section 12.9 (St. Petersburg Housing Authority).

10.3 Council Member Appointment Preferences

Each December, Council Members (including those elected to office, but not yet sworn in) may provide any requests or preferences to serve on applicable internal and external boards, committees, or commissions. These requests are made in writing and provided to the Administrative Officer, who will provide the requests to the incoming Chair. Council Member preferences for entities listed in section 10.1 will be shared with the Mayor for informational purposes.

For the entities listed in section 10.2, the Chair shall strive to maintain continuity of representation **and consider factors such as the length of term as prescribed by the entity's enabling legislation, prior service, leadership positions, and subject-matter experience.**

Council Members may also include committee preferences in these written requests. See section 9.10 (Council Committee Assignments).

10.4 Council Member Responsibilities

Council Members participating in policy discussions at regional board meetings shall present the consensus of the City Council concerning regional issues before the board. However, Council Members are not bound to vote in favor of a position taken by the City Council and have a duty to vote in what they believe to be in the best interests of the region the board serves. Personal positions, when given, should be identified and will not be represented as the position of the City or City Council.

If a Council Member has a concern that a Council Member who has been appointed to an entity is not performing their duties adequately (e.g., not attending meetings, not presenting the City Council's position, not voting in the region's best interest), then a request may be made to remove that Council Member from the entity.

The procedure shall be that a Council Member shall place an NBI on an Agenda to request discussion of the removal of the Council Member from the entity and to identify the specific concerns that led to the conclusion that the Council Member is not performing their duties adequately.

A discussion shall be scheduled at a time certain at a separate City Council meeting to discuss the matter. After discussion, a motion may be made to remove the Council Member. If no motion is made or a motion is made and not seconded, the Council Member shall continue to serve the remainder of the term. If removed, the Chair shall appoint a new member to the entity, subject to Council confirmation by resolution.

Commented [JO19]: From 12/11/25 COW: Additional language to reflect that the Chair shall strive to maintain continuity of representation of outside boards and consider factors such as the length of term as prescribed by the entity's enabling legislation, prior service, leadership positions, and subject-matter experience.

10.5 Miscellaneous Appointments

From time to time, the City Council may be asked to recommend the appointment of a Council Member or citizen to serve on a board, committee, or commission that falls outside the scope of the standard appointment process described above. In these cases, the Chair should schedule a COW for the City Council to recommend a Council Member or, if needed, review and recommend citizen appointments. Unless another process is selected, the nomination and balloting process will be the same as for the Chair and Vice-Chair, as described in section 8.3(a) (Procedures for Nominations and Balloting).

Commented [JO20]: Clarifying revision for flexibility in selecting a nomination and balloting process for miscellaneous appointments

10.6 Role and Relationship with Advisory Committees

Council Members shall not be appointed to City advisory boards or committees that conduct quasi-judicial hearings during their term of office as a Council Member. Council Members shall not be appointed to any board or committee that would cause the Council Member to violate the dual office holding provisions of state law.

Council Members shall not speak before any advisory board or commission of the City that conducts quasi-judicial hearings on any matter. There are a few exceptions that generally relate to a Council Member's personal application or business before a specific board or commission and should be discussed with the City Attorney. See Appendix I - Council Res. 2022-453 ("Conflict Resolution").

Council Members shall not discuss with any person any quasi-judicial or appeal matter that is pending before a City advisory board or commission because that matter may come before the City Council for action. Violation of this protocol may cause the Council Member to have to disqualify themselves from participating in the quasi-judicial matter or appeal proceedings before City Council.

Council Members, in their capacity as private citizens, should be careful in providing testimony in legislative or administrative matters pending before any non-City advisory board or commission. Where a Council Member elects to provide such testimony, the following rules shall apply:

1. The Council Member should declare at the outset and upon the record that the Council Member is present in their private capacity as an interested citizen and not on behalf or at the request of the City Council.
2. The Council Member shall refrain from stating or implying that the Council Member's position or opinion is that of the City Council.
3. The Council Member shall observe any rules of procedure or protocol that apply to any other private citizen testifying before the advisory board.

Chapter 11 - The Office of the City Council

11.1 Mission Statement

The mission of the City Council is to carry out its legislative powers and responsibilities with integrity and transparency while providing the highest level of service to its constituents. The Council Office strives to be proactive and responsive when assisting citizens by connecting them with the best resources to achieve meaningful solutions. City Council Members are elected to serve four-year terms and are limited to two full successive terms of office. The City Council's mission is supported by dedicated staff who provide comprehensive administrative, research, and analytical support.

11.2 City Council Administrative Officer

As noted in section 2.3(d) (City Council Administrative Officer), the Administrative Officer is appointed by the Mayor and is subject to confirmation by the City Council. The Charter provides that the Administrative Officer shall be the Chief Administrative Officer of City Council and shall supervise the management of and public contact with the Council Office. Additionally, the Administrative Officer shall hire such staff and Aides as are deemed necessary and expedient. Authority for the removal of these staff and Aides shall be with the Administrative Officer.¹ The Administrative Officer manages the Council Office, including office organization, budgeting, staff supervision, and review of policies pertaining to Council Members and the Council Office.

The Administrative Officer will present information to the Mayor and the Administration and serve as the liaison between the Office of the Mayor and the City Council. The Administrative Officer will serve (along with the City Administrator) as the information liaison between Council Members and City staff. Requests for information by Council Members may be directed to the Administrative Officer, City Council staff, or as otherwise permitted by the Charter and Efficient Access Guidelines.

A Council Member may request that the information provided be copied to all Council Members so that each Council Member may be equally informed. There are limited restrictions when information cannot be provided (e.g., legal obligations not to release certain confidential information), and the Council Member will be informed if such a restriction exists.

As noted in section 1.2(b) (Compliance with the Public Records Law), the Administrative Officer is the Council Office's public records specialist and will coordinate (with the City Clerk) all public record requests directed to the Council Office.

11.3 City Council Staff

City Council staff consists of Aides and a City Council Administrative Secretary. Aides are responsible for providing analytical and administrative support to Council Members. The

¹ Charter § 3.15

Administrative Officer manages the assignment of Aides to Council Members. Each Council Member may utilize their assigned Aide in various ways to meet the needs of their particular constituency. The day-to-day support provided by Aides includes but is not limited to assisting with constituent correspondence, conducting research and producing written analysis for Council Members, scheduling and attending meetings with or on behalf of their Council Member, and monitoring policies and initiatives relevant to the Council Member. The Efficient Access Guidelines apply to Council Members when acting through their Aides. As noted in section 9.10 (Council Committee Assignments), Aides also provide staff support for Council Committees, and these committee liaison assignments are the responsibility of the Administrative Officer.

Aides are expected to competently and independently manage a workload that may include competing demands and challenging deadlines. However, the Administrative Officer will monitor each Aide's workload and may address directions or assignments that appear unreasonable or outside the purview of an Aide's responsibilities.

The City Council Administrative Secretary performs daily office tasks, including answering general phone calls, relaying messages, welcoming visitors, and other tasks as may be assigned by the Administrative Officer.

11.4 Council Member Salaries, Benefits, and Travel Expenses

The salary for the position of City Council Member is adjusted at the beginning of each fiscal year by the same percentage as the general wage increase granted to administrative management employees of the City.²

A Council Member may opt out of any increase during their term by filing a written memorandum with the director in charge of adjusting salaries, and the memorandum must identify the duration of the request (e.g., the current year's adjustment or their entire term). A Council Member who opts out may reverse their selection by providing written notice to the director responsible for salary adjustments. The Council Member will then be eligible for any adjustments available after the date of the notice.

Council Members shall be eligible to participate in the 401-A retirement plan, deferred compensation plans, health insurance plans, and life insurance plans offered to administrative management employees of the City on the same basis as those benefits are available to such employees.³

Council Members are entitled, at the time they leave office, to participate in any retiree benefits allowed by City policy (e.g., health insurance) if they have at least five years of service on City Council and have reached the age of 60 as of the last day of their last term in office.

² Res. 2005-702

³ *Id.*

The City Council budget includes appropriations for expenses for Council Members to undertake official City business, including memberships to professional organizations, attendance at educational seminars and conferences, Council-related apparel, office supplies, and reference materials.

The City Council may designate funds for the official travel of Council Members. The Chair shall establish and promulgate a written policy regarding the allocation and use of City Council travel funds for official City travel. The policy shall be consistent with Florida Statutes and the City Code, where applicable.⁴ See Appendix J - City Council Travel Policy.

11.5 Office Equipment and Meeting Rooms

The City provides office equipment and meeting facilities to assist Council Members in conducting official City business. Council Members will be provided with a laptop (or similar device) for official use. The Department of Technology Services (“DOTS”) will ensure the appropriate software is installed and will provide technical assistance as necessary. Council Members must adhere to the City of St. Petersburg DOTS policies.

The use of Conference Room 100 and the Community Resource Room may be scheduled through the City Clerk’s Office for use during normal business hours. Use of the Council Office conference room is scheduled through City Council staff.

11.6 Communications and Correspondence

Council Members communicate with the public to gather community input, address constituent needs, and share the vision and goals of the City. Since the City Council acts as a body, it is important that Council Members are accurate in all public statements and communications. When expressing personal views and not those of the City Council, Council Members should clearly state that they are speaking as individuals.

Typically, the Chair is responsible for transmitting the City’s position on policy matters to outside agencies on behalf of the City Council. Council Members may also be called upon to write letters to citizens, businesses, or other public agencies in response to inquiries or to provide requested information. City Council letterhead is available for this purpose, and City Council staff can assist in preparing such correspondence.

On occasion, Council Members may wish to correspond on an issue for which the City Council has not yet taken, or does not have, an official position. As noted above, Council Members should clearly state that they are not speaking on behalf of the City Council. If uncertain how to navigate these circumstances, Council Members should consult the Administrative Officer.

Council Members may occasionally be asked to prepare letters of recommendation for students or others seeking employment or appointment. Council Members may use City Council

⁴ Fla. Stat. § 166.021; Code § 2-78

letterhead and their elective titles for such letters; however, care should be taken to avoid any appearance of misuse of position or authority. As noted in section 3.5(h) (Prohibited Use of City Resources in Campaign Activities), City Council letterhead and staff support cannot be used for personal or political purposes or to aid in any political campaign.

Mailed correspondence received in the Council Office will be opened, date-stamped, copied, distributed to Council Members, and retained for public records. A copy of all mailed responses will also be retained for public records.

Chapter 12 - Miscellaneous Policies, Procedures, and Requirements

12.1 Amendments to the Manual

City Council shall have the authority to amend or modify the policies and procedures established in this Manual by resolution unless the policy or procedure is required by law or the Charter.¹ Failure of the City Council to follow the policies or procedures that are not required by law or the Charter shall not invalidate or otherwise affect any action of the City Council.

Changes in the law that would require amendment of this Manual shall be made by written memorandum from the City Attorney specifically providing the amended language and identifying the reason for the change. No City Council action is necessary because any law in conflict with any portion of this Manual automatically supersedes the provisions of this Manual.

When an Appendix document that did not require City Council approval is amended or revised, it may be appended to this Manual and replace the prior Appendix document without City Council action. Appendix documents that initially required City Council approval shall not be replaced with amended or revised documents unless City Council has approved the amended or revised documents.

During the COW to discuss the calendar for the following year, City Council shall discuss whether to schedule a COW meeting to review this Manual for any updates or other amendments that are necessary or appropriate.

12.2 General Waiver Provision

Unless another standard is provided, City Council may temporarily suspend any of the rules or policies in this Manual with a supermajority vote of the quorum present, provided that such waiver applies only to the current meeting and does not conflict with the Charter, City Code, or other applicable law.

12.3 Prohibited Communications (“Cone of Silence”)

Pursuant to the City’s Procurement Code, offerors, their employees, agents, contractors, and representatives are prohibited from communicating, whether orally, in writing, or electronically, with any member of the City Council, the Mayor, any member of a selection committee, or City project consultants concerning a competitive solicitation (e.g., Request for Proposals or “RFP”).² This prohibition applies regardless of whether the award requires City Council approval and remains in effect from the time a solicitation is issued until the date of final award.³

These restrictions—commonly referred to as the “cone of silence”—are designed to ensure fairness, transparency, and integrity in the City’s procurement process. Limited exceptions exist,

¹ Code § 2-22

² Code § 2-209

³ “Date of final award” is defined as the date the contract with the selected offeror is fully executed.

Commented [JO21]: From 12/11/25 COW: City Code has been amended to define “Date of Final Award” (i.e., the date the contract with the selected offeror is fully executed).

including the opportunity to provide public comments during duly noticed public meetings when permitted. The responsibility to comply with these restrictions rests with offerors and their representatives. However, Council Members and staff should exercise caution when scheduling meetings or communicating with individuals or groups that may be affected by these restrictions, and the City Attorney's Office should be consulted whenever questions arise.

While RFPs issued pursuant to the City's Procurement Code are the most common examples, similar prohibited communication measures may also apply to other types of competitive solicitations, depending on the terms of the solicitation. For example, RFPs that fall outside the scope of the procurement code and are issued by a City department other than Procurement generally impose the same prohibition.

Commented [JO22]: From 12/11/25 COW: Clarifying language regarding Cone of Silence and the potential applicability to other forms of competitive solicitations (besides RFPs).

12.4 Prohibited Expenditures for Referendum or Ballot Questions

Unless an exemption applies, Florida law prohibits the expenditure of City funds for communications related to a referendum or other ballot question that will be voted on by the City's residents. That prohibition applies regardless of whether the question is state or local.⁴ Additional guidance is available from the City Attorney's Office upon request.

12.5 Weeki Wachee Fund Procedures

In 1940, the City purchased an area of Hernando County known as Weeki Wachee Springs. A portion of this land lay west of U.S. 19, and the remainder lay to the east of U.S. 19. The Charter designated the westerly portion as waterfront property. In 1999, the voters authorized the City to sell the waterfront portion, but limited the use of the proceeds to the following categories: parks, recreation, beautification, and preservation. Both portions were sold, and the funds were placed into a special fund. Expenditures are limited to parks, recreation, beautification, and preservation, and, by ordinance, must follow certain procedures, which have additional limitations. The portion of the fund attributed to the easterly portion of the property (which was not restricted by the referendum) is restricted by ordinance to the same four purposes as the waterfront portion. An ordinance amendment is required to use this portion of the fund for other purposes.

Chapter 21 of the City Code contains the procedures for expending money from the Weeki Wachee Fund. There are several procedural limitations and substantive restrictions on the use of Weeki Wachee Funds. See Appendix K - Weeki Wachee Fund Procedures - Allocation and Project Selection.

12.6 Funding Requests Outside of Established Grant or Budget Procedures

To request City funding in the amount of \$10,000 or more outside of established grant procedures or annual budget requests, non-profits must demonstrate an emergent need for a well-

⁴ Fla. Stat. § 106.113

designed project to benefit St. Petersburg citizens. The following procedure must be followed in order for a project to be considered:

1. A Council Member or the Mayor must submit a written request to City Council to refer a project to a Council Committee for consideration. The request must include a project summary and rationale of urgency. A request from a Council Member must include whether or not the Mayor is in support of the request.
2. Once a project has been scheduled for a committee meeting, the backup for the committee meeting must include a cost estimate, a proposed source of funding, project objectives, clearly defined outcomes, records of past performance, and a demonstration of attempts to secure other funding.
3. Committee members will use the Emerging Needs Funding Evaluation Rubric to aid in the analysis of projects and to assist in determining whether a project will be funded. Projects must earn a minimum average score of 23 on the Emergent Needs Funding Evaluation Rubric to receive funding. See Appendix L - Emerging Needs Funding Evaluation Rubric
4. City Council shall consider and take formal action on a project recommended by a committee within 30 days.

12.7 Monthly Reports to City Council

Recognizing the authority of City Council to approve and condition the approval of contracts and amend the Procurement Code, City Council and City Administration have agreed to the following:

(a) Purchasing Reports

City staff will provide City Council with a monthly report listing all purchases during the previous month that exceed \$10,000 but do not require City Council approval pursuant to the Procurement Code.

(b) Consultant Reports

City staff will provide City Council with a monthly report listing all draft and final reports (including technical memoranda) received from consultants during the prior month pursuant to architect/engineering agreements (both single-project agreements and continuing contracts) and construction manager agreements. Council Members may request a copy of any or all reports. Upon request by City Council, City staff shall address specific reports or topics contained therein at a City Council meeting or an appropriate Council Committee meeting.

12.8 City Television

All City Council meetings, including committee meetings, are televised on St. Pete TV (“SPTV”). City public meetings shown on SPTV must not be shortened, edited, or subjected to editorial comments except with respect to a meeting recess, which need not be shown on the channel.⁵

12.9 St. Petersburg Housing Authority

The St. Petersburg Housing Authority (“SPHA”) was created by Florida law and is considered to be an independent special district.⁶ Other than the statutory authority of the City to appoint and remove SPHA commissioners and the statutory obligation of SPHA to file an annual report with the City Clerk, the City has no direct control over the existence or operation of SPHA.

SPHA is governed by a board of seven commissioners, one of whom must currently reside in an SPHA-owned property. Each commissioner is appointed by the Mayor, with the approval of City Council. Each term lasts four years, unless the commissioner is appointed to fill a vacancy, in which case the appointment is for the unexpired term of the commissioner being replaced. A City officer or employee is not eligible to serve as a commissioner.⁷

New appointments or reappointments to the SPHA shall be forwarded to HLUT or other appropriate and available committee for review and discussion prior to being placed on an Agenda for confirmation.⁸ City Council may waive this requirement if the initial appointment is for an almost-concluded term and the reappointment would occur shortly thereafter.

The Chair is authorized to appoint a Council Member to serve as a liaison to the SPHA. The liaison would not serve as a Commissioner but would observe Commission meetings, provide a summary of those meetings to City Council, and otherwise serve as an intermediary between City Council and the SPHA, in a manner consistent with applicable law.⁹

12.10 St. Petersburg Health Facilities Authority

The St. Petersburg Health Facilities Authority was created by City Council resolution pursuant to Chapter 154, Part III, Florida Statutes.¹⁰ The City has not funded the Authority to exercise any powers except those related to the issuance of bonds for the public benefit in the provision of medical services in health care facilities. Pursuant to federal law, final approval of tax-exempt bond issues must be made by City Council. The Mayor recommends, and City Council appoints,

⁵ Code § 2-491

⁶ Fla. Stat. § 421.04; see, e.g., AGO 1999-49; AGO 1978-19

⁷ Fla. Stat. § 421.05

⁸ Res. 2019-49

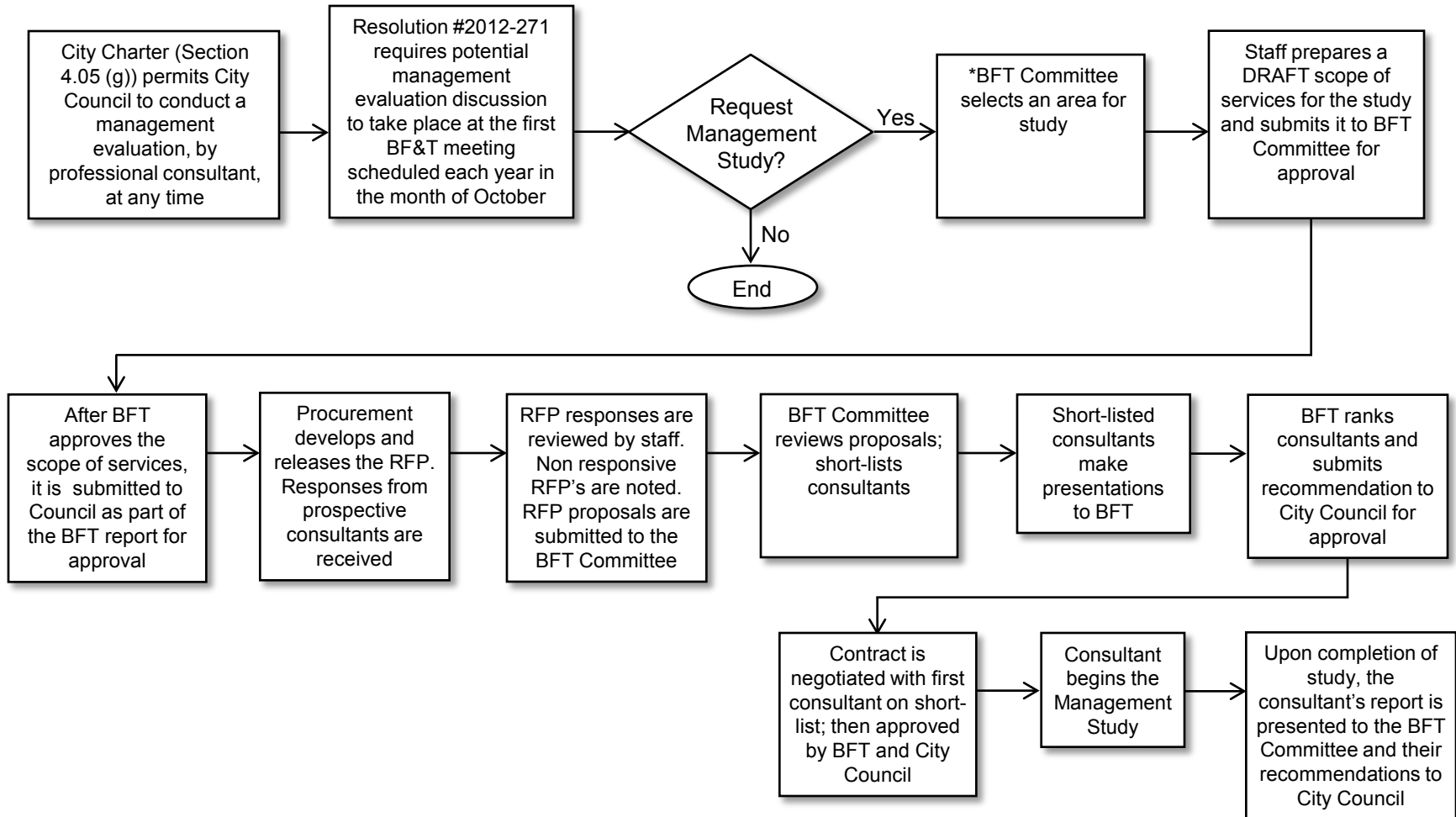
⁹ Res. 2018-344

¹⁰ Res. 81-40

five members to the Authority. Other than funding control (which includes providing staffing), the City has no operational control over this Authority.

Appendix A - Management Evaluation Flowchart and List of Previous Evaluations

City of St. Petersburg
MANAGEMENT EVALUATION PROCESS
October 2025



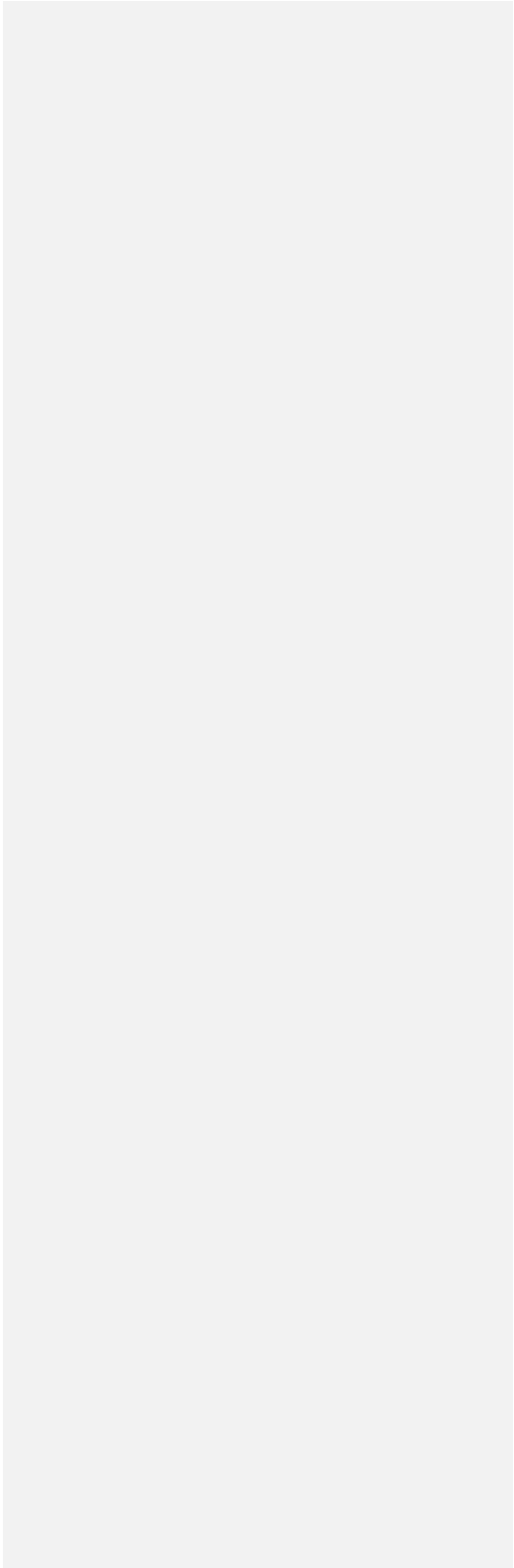
* In 1999, City Council delegated to the Budget, Finance and Taxation Subcommittee the responsibility to evaluate alternative areas for study and make recommendations to City Council for their consideration and approval.

City of St. Petersburg
Prior Management Evaluations
Through FY2025

#	Subject	Performed by	Completed	Cost	Scope
1	Management Evaluation	McKinsey & Company	1976	\$42,000	A general review of the entire organization
2	Management Analysis of the St. Petersburg Police Department	Cresap, McCormick and Paget	1977	Not available	Review of all areas within the Police Department
3	Progress on Improvement Review	McKinsey & Company	1978	\$9,000	Update and review of the progress made on implementing the recommendations made in the earlier study (1976)
4	Automated Maintenance System	Arthur Young & Co.	1981	\$45,000	Study of the conceptual design of automated facilities and irrigation maintenance systems
5	Management Evaluation of the City Government	Cresap, McCormick and Paget	1985	Not available	Review of the City government
6	Police Department Management Review	Police Executive Research Forum	1988	\$45,680	Review the organizational structure of the Police Department
7	Fire Department Management Review And EMS Service Appraisal	Ryland Research, Inc.	1988	\$53,100-FD \$8,500-EMS	The FD study evaluated the organization of the department; the EMS study was done in preparation for provider contract negotiations with Pinellas County
8	Operations Audit of the Administrative Functions	Public Administration Service	1992	\$15,000	Review the organizational structure of the administration
9	Management Evaluation	Public Administration Service	1995	\$15,000	Review the staffing levels and structure of the entire organization
10	Information Systems Master Plan	Public Administration Service	1997	\$51,300	Review of the Information and Communications Department's Strategic Plan and recommendations to update the plan to meet the City's information needs into the year 2000 and beyond
11	Construction Services & Permitting Division Review	MGT of America Inc.	2000	\$19,925	Review of the CSP Division, including recommendations
12	Public Utilities Department	Public Administration Service	2003	\$50,000 (review) \$15,000 (survey)	Review of the entire PU Department, including recommendations. An employee satisfaction survey was performed at additional cost
13	Housing Management Study	MGT of America Inc.	2004	\$24,925	Review the operations of the Housing Department with particular focus on WIN and various housing rehabilitation repair programs, to

					determine the level of operational efficiency of these initiatives
14	<i>Budget & Management Department and Budgetary Process</i>	Management Advisory Group (MAG)	2005	\$50,000	Review of the Budget and Management Department and the budget development process to determine if it provides sufficient support for the City Council to adequately discharge its budgetary duties
15	<i>Management Evaluation of the St. Petersburg Police Department</i>	Matrix Consulting Group	2007	\$104,000	Review of the organizational structure of the department, community policing policies, recruitment and retention efforts and methods, complaint investigation processes and current salary benefits. This data was compared with other governmental entities
16	<i>Management Evaluation of the Progress Energy Center's Mahaffey Theater</i>	AMS Planning & Research Inc.	2009	\$50,000	Review of the management, marketing, potential reduction of subsidies, and funding of the Mahaffey Theater. This data was compared with other similar facilities
17	<i>Management Evaluation of Youth Services</i>	Logan Management Group, Inc (DBA Strategic Partners)	2012	\$25,000	Review of two of TASCO's Youth Services Programs: Out of School Time (OST) Program and City's Summer Youth Intern Program
18	<i>Management Evaluation of the Transportation Impact Fees</i>	Mayor Hoffman McCann, KRMT Tampa Bay Division	2012	\$50,000	An agreed upon procedures review of the Transportation Impact Fees (TIF) for the period from January 1, 2004 through December 31, 2011
19	<i>Management Evaluation of the Water Resources Department</i>	LA Consulting, Inc.	2017	\$83,136	Review of the entire WR Department and a confidential employee survey, including recommendations
20	<i>Management Evaluation of the Sanitation Department</i>	LA Consulting, Inc.	2019	\$134,781	Review of the entire Sanitation Department and a confidential employee survey, including recommendations
21	<i>Management Evaluation of the Stormwater, Pavement, and Traffic Operations Department</i>	LA Consulting, Inc.	2021	\$163,452	Review of the entire SPTO Department, a confidential employee survey, and a level of service study, including recommendations
22	<i>Management Evaluation of the Planning and Development Services Department</i>	Matrix Consulting Group	2024	\$142,000	Review of the entire PDS Department and a confidential employee survey, including recommendations
23	<i>Management Evaluation of the St. Petersburg Fire Rescue Department</i>	Matrix Consulting Group	2025	\$103,000	Review of the entire SPFR Department and a confidential employee survey, including recommendations

Appendix B - Efficient Access Guidelines





OFFICE OF THE MAYOR

CITY OF ST. PETERSBURG

KENNETH T. WELCH, MAYOR

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

FROM: Kenneth T. Welch, Mayor 

DATE: May 2, 2025

SUBJECT: Efficient Access Guidelines

Transparency and accountability are cornerstones of my administration. Efficiency is also an essential part of ensuring our City provides the best services in the timeliest fashion for our residents, workforce, and stakeholders.

The City Charter provides that, except as authorized therein, any inquiry dealing with any portion of the administrative service of the City shall be with the Mayor, the City Administrator or the Mayor's designee when that designation is made in writing. Accordingly, the Mayor may establish the boundaries of contact with administration staff by publishing Efficient Access Guidelines. Although these guidelines allow access to City employees beyond that required by the Charter, Councilmembers remain prohibited from giving any order to a City employee except as specifically provided in the Charter.

As we continue to move the City forward together, my goal remains to streamline staff communication to ensure City Council receives all relevant and accurate information promptly. We have the opportunity to refine our policies and procedures continually and are doing so to reach these important goals together.

These guidelines will allow you and Council aides to share your concerns and priorities with decision-makers. They will enable the administration to prioritize your issues and provide opportunities for better utilization and coordination of staff efforts while providing more consistent and complete feedback to the City Council concerning your interests. These revised guidelines are attached.

I look forward to our continued collaboration on making St. Petersburg an excellent place for all. Questions concerning these guidelines may be directed to the City Attorney, Chief of Staff or City Administrator.

Efficient Access Guidelines
as of May 2, 2025

- Councilmembers who desire information on how a process works, the status of an item in progress, or need guidance related to an external meeting (neighborhood associations, government agencies, etc.) may only contact the following:
 - o City Administrator
 - o Chief of Staff
 - o Assistant City Administrator
 - o SPFR Chief
 - o SPPD Chief
 - o Administrators
- Questions concerning an item on a council agenda should be addressed to the relevant Administrator with oversight of the item. Any written materials produced in response to an agenda question will be provided to all Councilmembers and the Clerk's Office.
- Councilmembers who need assistance in responding to a constituent's request or complaint shall first inquire with the City Administrator. Complaints sent directly to Councilmembers may also continue to be handled by council aides and office staff or through SeeClickFix. Sensitive issues should be brought to the City Administrator, Chief of Staff or Mayor's attention.
- While Councilmembers may be contacted with information by City employees below the level of Administrator, Councilmembers shall not initiate contact with such employees unless approved by an Administrator or above. Meetings of the City Council and its committees will continue to be scheduled per Council's direction; however, staff attendance at such meetings shall be at the discretion of the Mayor and City Administrator.
- Please note that the above guidelines also apply to Councilmembers when acting through Council aides and Council office staff.
- Any other requests or concerns should be brought to the City Administrator, Chief of Staff or Mayor's attention.

cc: Rob Gerdes, City Administrator
Doyle Walsh, Chief of Staff
Tom Greene, Asst. City Administrator
Jacqueline Kovilaritch, City Attorney
Chan Srinivasa, City Clerk
Jayne Ohlman, City Council Administrative Officer
Mayor's Cabinet

Appendix C - Form 8B Memorandum of Voting Conflict

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☐ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY COUNTY	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED	MY POSITION IS: ☐ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a “relative” includes only the officer’s father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A “business associate” means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, _____, hereby disclose that on _____, 20 ____ :

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____ ;
- ☐ inured to the special gain or loss of my relative, _____ ;
- ☐ inured to the special gain or loss of _____ , by
whom I am retained; or
- ☐ inured to the special gain or loss of _____ , which
is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

Appendix D - Form 9 Quarterly Gift Disclosure

Form 9**QUARTERLY GIFT DISCLOSURE
(GIFTS OVER \$100)**

LAST NAME -- FIRST NAME -- MIDDLE NAME:			NAME OF AGENCY:	
MAILING ADDRESS:			OFFICE OR POSITION HELD:	
CITY:	ZIP:	COUNTY:	FOR QUARTER ENDING (CHECK ONE): ☐ MARCH ☐ JUNE ☐ SEPTEMBER ☐ DECEMBER YEAR 20__	

PART A — STATEMENT OF GIFTS

Please list below each gift, the value of which you believe to exceed \$100, accepted by you during the calendar quarter for which this statement is being filed. You are required to describe the gift and state the monetary value of the gift, the name and address of the person making the gift, and the date(s) the gift was received. If any of these facts, other than the gift description, are unknown or not applicable, you should so state on the form. As explained more fully in the instructions on the reverse side of the form, you are not required to disclose gifts from relatives or certain other gifts. **You are not required to file this statement for any calendar quarter during which you did not receive a reportable gift.**

DATE RECEIVED	DESCRIPTION OF GIFT	MONETARY VALUE	NAME OF PERSON MAKING THE GIFT	ADDRESS OF PERSON MAKING THE GIFT

☐ CHECK HERE IF CONTINUED ON SEPARATE SHEET

PART B — RECEIPT PROVIDED BY PERSON MAKING THE GIFT

If any receipt for a gift listed above was provided to you by the person making the gift, you are required to attach a copy of that receipt to this form. You may attach an explanation of any differences between the information disclosed on this form and the information on the receipt.

☐ CHECK HERE IF A RECEIPT IS ATTACHED TO THIS FORM

PART C — OATH

I, the person whose name appears at the beginning of this form, do depose on oath or affirmation and say that the information disclosed herein and on any attachments made by me constitutes a true accurate, and total listing of all gifts required to be reported by Section 112.3148, Florida Statutes.

SIGNATURE OF REPORTING OFFICIAL

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of

☐ physical presence or ☐ online notarization, this

_____ day of _____, 20_____

by _____

(Signature of Notary Public-State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification

Type of Identification Produced _____

PART D — FILING INSTRUCTIONS

This form, when duly signed and notarized, must be filed with the Commission on Ethics, P.O. Drawer 15709, Tallahassee, Florida 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, Florida 32303. The form must be filed no later than the last day of the calendar quarter that follows the calendar quarter for which this form is filed (For example, if a gift is received in March, it should be disclosed by June 30.)

PART E — INSTRUCTIONS

WHO MUST FILE THIS FORM?

- Any individual, including a candidate upon qualifying, who is required by law to file full and public disclosure of his financial interests on Commission on Ethics Form 6, except Judges. (See Form 6 for a list of persons required to file that form.)
- Any individual, including a candidate upon qualifying, who is required by law to file a statement of financial interests on Commission on Ethics Form 1. (See Form 1 for a list of persons required to file that form.)
- Any procurement employee of the executive branch or judicial branch of state government. This includes any employee of an officer, department, board, commission, council, or agency of the executive branch or judicial branch of state government who has participated in the preceding 12 months through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or in any other advisory capacity in the procurement of contractual services or commodities as defined in s. 287.012, F.S., if the cost of such services or commodities exceeds or is expected to exceed \$10,000 in any fiscal year.

NOTE: Gifts that formerly were allowed under Section 112.3148, F.S., now may be prohibited under Sections 11.045, 112.3215, and 112.31485, F.S.

WHAT GIFTS ARE REPORTABLE?

- Any gift (as defined below) you received which you believe to be in excess of \$100 in value, **EXCEPT**:
 - Gifts from the following RELATIVES: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, a person who is engaged to be married to you or who otherwise holds himself or herself out as or is generally known as the person whom you intend to marry or with whom you intend to form a household, or any other natural person having the same legal residence as you.
 - Gifts which you are prohibited from accepting by Sections 112.313(4) and 112.3148(4), Florida Statutes. These include any gift which you know or, with the exercise of reasonable care, should know was given to influence a vote or other action in which you are expected to participate in your official capacity; it also includes a gift worth over \$100 from a political committee or committee of continuous existence under the elections law, from a lobbyist who lobbies your agency or who lobbied your agency within the past 12 months, or from a partner, firm, employer, or principal of such a lobbyist.
 - Gifts worth over \$100 for which there is a public purpose, given to you by an entity of the legislative or judicial branch, a department or commission of the executive branch, a water management district created pursuant to s. 373.069, South Florida Regional Transportation Authority, the Technological Research and Development Authority, a county, a municipality, an airport authority, or a school board; or a gift worth over \$100 given to you by a direct-support organization specifically authorized by law to support the governmental agency of which you are an officer or employee. These gifts must be disclosed on Form 10.
- A "gift" is defined to mean that which is accepted by you or by another in your behalf, or that which is paid or given to another for or on behalf of you, directly, indirectly, or in trust for your benefit or by any other means, for which equal or greater consideration is not given within 90 days after receipt of the gift. A "gift" includes real property; the use of real property; tangible or intangible personal property; the use of tangible or intangible personal property; a preferential rate or terms on a debt, loan, goods, or services, which rate is below the customary rate and is not either a government rate available to all other similarly situated government employees or officials or a rate which is available to similarly situated members of the public by virtue of occupation, affiliation, age, religion, sex, or national origin; forgiveness of an indebtedness; transportation (unless provided to you by an agency in relation to officially approved governmental business), lodging, or parking; food or beverage; membership dues;

entrance fees, admission fees or tickets to events, performances, or facilities; plants, flowers, or floral arrangements; services provided by persons pursuant to a professional license or certificate; other personal services for which a fee is normally charged by the person providing the services; and any other similar service or thing having an attributable value and not already described.

- The following are **NOT** reportable as gifts on this form: salary, benefits, services, fees, commissions, gifts, or expenses associated primarily with your employment, business, or service as an officer or director of a corporation or organization, and unrelated to your public position; contributions or expenditures reported pursuant to the election laws, campaign-related personal services provided without compensation by individuals volunteering their time, or any other contribution or expenditure by a political party; an honorarium or an expense related to an honorarium event paid to you or your spouse; an award, plaque, certificate, or similar personalized item given in recognition of your public, civic, charitable, or professional service; an honorary membership in a service or fraternal organization presented merely as a courtesy by such organization; the use of a governmental agency's public facility or public property for a public purpose. Also exempted are some gifts from state, regional, and national organizations that promote the exchange of ideas between, or the professional development of, governmental officials or employees.

HOW DO I DETERMINE THE VALUE OF A GIFT?

- The value of a gift provided to you is determined using the actual cost to the donor, and, with respect to personal services provided by the donor, the reasonable and customary charge regularly charged for such service in the community in which the service is provided. Taxes and gratuities are not included in valuing a gift. If additional expenses are required as a condition precedent to the donor's eligibility to purchase or provide a gift and the expenses are primarily for the benefit of the donor or are of a charitable nature, the expenses are not included in determining the value of the gift.
- Compensation provided by you to the donor within 90 days of receiving the gift shall be deducted from the value of the gift in determining the value of the gift.
- If the actual gift value attributable to individual participants at an event cannot be determined, the total costs should be prorated among all invited persons. A gift given to several persons may be attributed among all of them on a pro rata basis. Food, beverages, entertainment, etc., provided at a function for more than ten people should be valued by dividing the total costs by the number of persons invited, unless the items are purchased on a per-person basis, in which case the per-person cost should be used.
- Transportation should be valued on a round-trip basis unless only one-way transportation is provided. Round-trip transportation expenses should be considered a single gift. Transportation provided in a private conveyance should be given the same value as transportation provided in a comparable commercial conveyance.
- Lodging provided on consecutive days should be considered a single gift. Lodging in a private residence should be valued at \$44 per night.
- Food and beverages consumed at a single sitting or event are a single gift valued for that sitting or meal. Other food and beverages provided on a calendar day are considered a single gift, with the total value of all food and beverages provided on that date being the value of the gift.
- Membership dues paid to the same organization during any 12-month period are considered a single gift.
- Entrance fees, admission fees, or tickets are valued on the face value of the ticket or fee, or on a daily or per event basis, whichever is greater. If an admission ticket is given by a charitable organization, its value does not include the portion of the cost that represents a contribution to that charity.
- Except as otherwise provided, a gift should be valued on a per occurrence basis.

FOR MORE INFORMATION

The gift disclosures made on this form are required by Sec. 112.3148, Florida Statutes. Questions may be addressed to the Commission on Ethics, P.O. Drawer 15709, Tallahassee, Florida 32317-5709 or by calling (850) 488-7864; information is provided at: www.ethics.state.fl.us.

Appendix E - Form 6 E-Filing Sample

2023 Form 6 - Full and Public Disclosure of Financial Interests

General Information

Name: DISCLOSURE FILER

Address: SAMPLE ADDRESS

County: SAMPLE COUNTY

PID SAMPLE

AGENCY INFORMATION

Organization	Suborganization	Title
SAMPLE	SAMPLE	SAMPLE

Net Worth

My Net Worth as of December 31, 2023 was \$ [AMOUNT].

Assets

Household goods and personal effects may be reported in a lump sum if their aggregate value exceeds \$1,000. This category includes any of the following, if not held for investment purposes: jewelry; collections of stamps, guns, and numismatic items; art objects; household equipment and furnishings; clothing; other household items; and vehicles for personal use, whether owned or leased.

The aggregate value of my household goods and personal effect is N/A.

ASSETS INDIVIDUALLY VALUED AT OVER \$1,000:

Description of Asset	Value of Asset

2023 Form 6 - Full and Public Disclosure of Financial Interests

Liabilities

LIABILITIES IN EXCESS OF \$1,000:

Name of Creditor	Address of Creditor	Amount of Liability

JOINT AND SEVERAL LIABILITIES NOT REPORTED ABOVE:

Name of Creditor	Address of Creditor	Amount of Liability

Income

Identify each separate source and amount of income which exceeded \$1,000 during the year, including secondary sources of income. Or attach a complete copy of your 2022 federal income tax return, including all W2s, schedules, and attachments. Please redact any social security or account numbers before attaching your returns, as the law requires these documents be posted to the Commission's website.

☐ I elect to file a copy of my 2023 federal income tax return and all W2s, schedules, and attachments.

PRIMARY SOURCES OF INCOME:

Name of Source of Income Exceeding \$1,000	Address of Source of Income	Amount

SECONDARY SOURCES OF INCOME (Major customers, clients, etc. of businesses owned by reporting person):

Name of Business Entity	Name of Major Sources of Business Income	Address of Source	Principal Business Activity of Source

Interests in Specified Businesses

Business Entity # 1

Training

Based on the office or position you hold, the certification of training required under Section 112.3142, F.S., is not applicable to you for this form year.

Signature of Reporting Official or Candidate

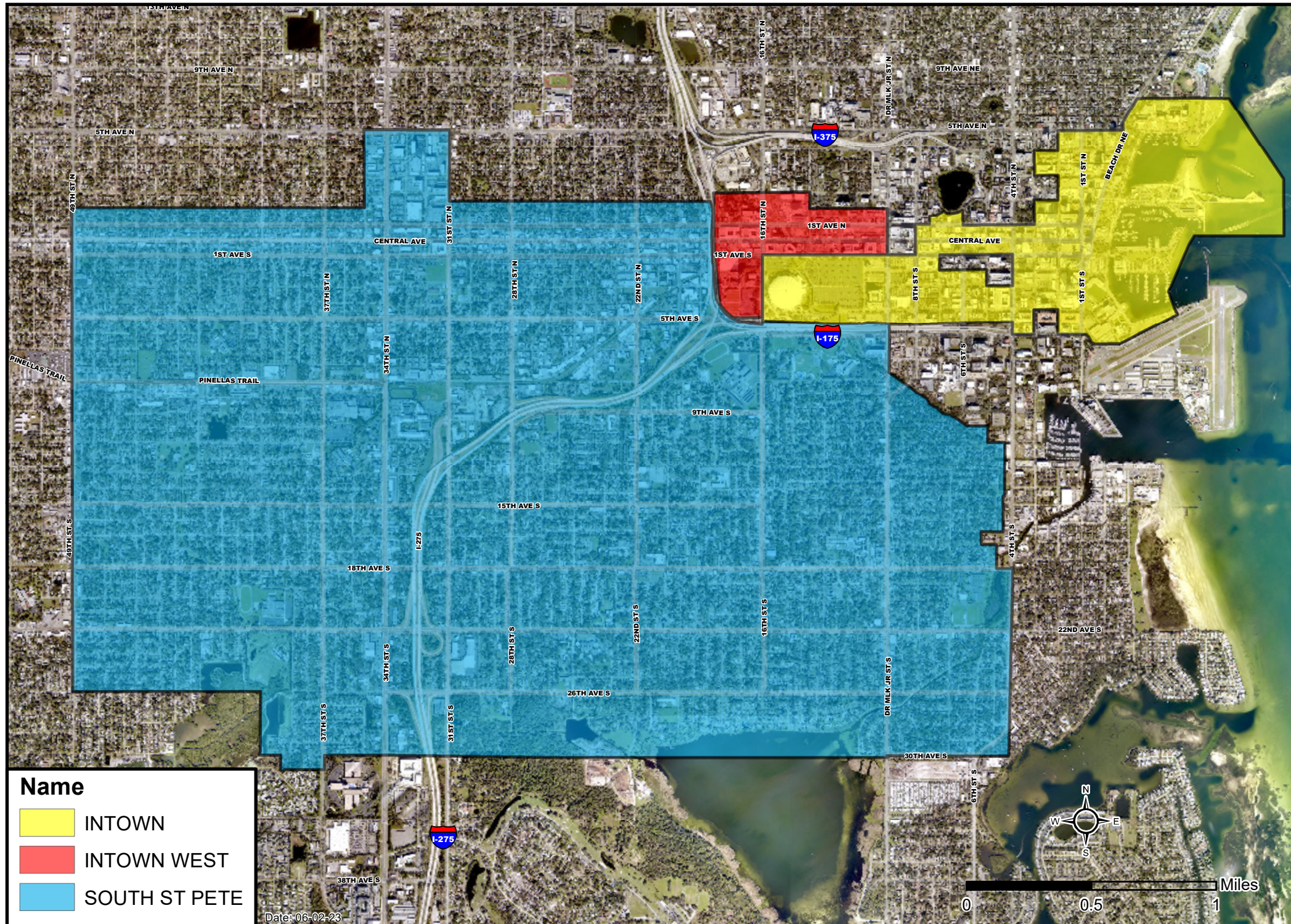
Under the penalties of perjury, I declare that I have read the foregoing Form 6 and that the facts stated in it are true.

Digitally signed:

Filed with COE:

Appendix F- City Council Rules of Decorum

Appendix G - Intown, Intown West, and South St. Petersburg CRA Boundaries Map



Appendix H - Council Res. 2021-636 Intown and Intown West CRA Design Guidelines

A RESOLUTION OF THE CITY OF ST.
PETERSBURG, FLORIDA ADOPTING DESIGN
AND DEVELOPMENT GUIDELINES FOR THE
INTOWN AND INTOWN WEST COMMUNITY
REDEVELOPMENT AREAS PURSUANT TO
SECTION 16.06.10.1.D. OF THE CITY CODE;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg (City) has established two Community Redevelopment Areas (CRAs) within its downtown: the Intown CRA and the Intown West CRA;

WHEREAS, new development and redevelopment projects within the two downtown CRAs must be consistent with the adopted redevelopment plans for the CRAs;

WHEREAS, in order to ensure consistency with the underlying redevelopment plans, the City has long required a design review to be performed for all projects within these CRAs;

WHEREAS, the design review process and substantive review criteria were formerly set forth piecemeal in Community Redevelopment Agency (Agency) Resolution 2007-5 and in the redevelopment plans themselves;

WHEREAS, in an effort to clarify the CRA design review process, the City has adopted City Code Section 16.06.10.1. in its Land Development Regulations, which establishes and sets forth by ordinance the application requirements, procedures (including notice provisions), and standards for review applicable to new development and redevelopment projects within Intown and Intown West CRAs;

WHEREAS, pursuant to the standards for review set forth in City Code Section 16.06.10.1.D., the City has developed the "Intown and Intown West CRA Design and Development Guidelines" attached hereto as Exhibit A (Guidelines), which shall be used by the City's planning staff and the Agency in performing their redevelopment plan consistency reviews for projects in the downtown CRAs;

WHEREAS, the Guidelines were developed from the Intown and Intown West redevelopment plans; however, the Guidelines are not intended to be exhaustive and additional guidance for consistency reviews pursuant to this Resolution and City Code Section 16.06.10.1. may be sought from the redevelopment plans and other pertinent planning sources and applicable law as is deemed appropriate and necessary; and

WHEREAS, it is the intent of the City that the Guidelines are guiding factors for staff and Agency consistency reviews, and new development and redevelopment projects within

the downtown CRAs are not required to meet a certain minimum number of criteria in order to be deemed consistent with the underlying redevelopment plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Intown and Intown West CRA Design and Development Guidelines attached hereto as Exhibit A to this Resolution are hereby adopted pursuant to City Code Section 16.06.10.1.D.

This Resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 16th day of
December.



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

ATTEST:



Chan Srinivasa, City Clerk



EXHIBIT A – INTOWN AND INTOWN WEST CRA DESIGN AND DEVELOPMENT GUIDELINES

The design and development guidelines (Guidelines) listed below have been developed from the adopted Intown and Intown West Community Redevelopment Areas (CRAs) redevelopment plans and pursuant to City Code Section 16.06.10.1. These Guidelines were created to help achieve compatibility between the types of developments that are desired in the downtown and how such developments should relate to the environment and each other. All real property in the Intown and Intown West CRAs is subject to the review criteria set forth in these Guidelines. Note that no minimum threshold with respect to the Guidelines is required for a project to be deemed consistent with its underlying redevelopment plan, nor are these Guidelines intended to be exhaustive in nature; additional guidance for consistency reviews performed for projects in the Intown and Intown West CRAs may be sought from the redevelopment plans and other pertinent planning sources and applicable law as is deemed appropriate and necessary.

DESIGN AND DEVELOPMENT 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
 - wind control for cooling ground level spaces and/or buildings
 - use of solar energy (if practical) to meet development energy needs or individual building requirements, e.g., shared solar hot water
 - use of natural sunlight for interior lighting (daylighting).
- All new and redeveloped surface parking areas shall be landscaped according to applicable City requirements.

- 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
- Mid-block pedestrian connections for large developments with streets at the front and rear should be considered.

Historic

- Renovation, redevelopment or new construction on historic properties shall comply with the City's historic preservation ordinance.
- The development should be sensitive to adjacent (within 200 feet) historic or archaeological resources related to scale, mass, building materials, and other impacts.
- When available, the Florida Master Site File should be consulted for historic properties.
- Developments on sites with historic structures are encouraged to utilize the incentives offered by the City's land development regulations.

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.
- All new development within and adjacent to residential areas should relate in building scale and mass with the surrounding neighborhood.

Appendix I - Council Res. 2022-453 (“Conflict Resolution”)

A RESOLUTION OF THE CITY OF ST. PETERSBURG, FLORIDA RESTRICTING THE MEMBERS OF SPECIFIED BOARDS AND COMMISSIONS, INCLUDING THE CITY COUNCIL, FROM PARTICIPATING IN CERTAIN MATTERS BEFORE SUCH BOARDS AND COMMISSIONS; PROHIBITING MEMBERS OF CERTAIN BOARDS AND COMMISSIONS, INCLUDING THE CITY COUNCIL, FROM APPEARING AND SPEAKING FOR OR AGAINST CERTAIN MATTERS BEING CONSIDERED BY OTHER BOARDS AND COMMISSIONS; DEFINING TERMS; PROVIDING FOR EXCEPTIONS; PROVIDING FOR THE REPEAL OF RESOLUTIONS INCONSISTENT WITH THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of St. Petersburg, Florida, has prohibited members of certain city boards and commissions from participating in matters before the same or other city boards and commissions, including the City Council, beginning with the adoption of Resolution 83-1102, which has been amended and reaffirmed by Resolutions 84-16, 86-584, 93-405, 2004-374, and 2013-527; and

WHEREAS, the City Council desires to revise and clarify the terms and conditions of such prohibition as set forth herein and this resolution hereby supersedes the resolutions identified herein; and

WHEREAS, this resolution may be referred to as the 'conflict resolution.'

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that:

1. Definitions: The terms listed below when used in this resolution shall be defined as follows:
 - A. "Specified City Board" or "Board" shall mean any of the following or any successor board which performs their duties:
 - (1) Community Planning and Preservation Commission
 - (2) City Council
 - (3) Code Enforcement Board
 - (4) Development Review Commission

- (5) Nuisance Abatement Board
- (6) Any other board or commission of the City that includes a City Council Member appointee.

- B. "Participate" or "participation" shall mean speaking for or against, or voting upon any matter before any Specified City Board. The term also includes advocacy for or against any matter by written correspondence or any other form of communication.
- C. "Indirect Ownership Interest" shall mean an interest in any asset in which legal title is held by another as trustee or other representative capacity but the equitable or beneficial interest is held by a Member.
- D. "Matter" means any item of business before a Specified City Board. Matters consist of:
 - (1) Legislative and Administrative Matters, including but not limited to proposals and recommendations to amend the City Code or the Comprehensive Plan of the City, or to formulate policy of a general and permanent nature, but not with respect to specific parcels of property or specific cases of a quasi-judicial character. Administrative matters include the award of contracts which do not present a conflict of interest for a Member (see "Contract Matters," below).
 - (2) Quasi-Judicial Matters, which means any matter relating to the application of policy to a specific case such as, but not limited to, the application of a land development regulation to a specific parcel of property, or a case in which the rights of specific persons are to be determined. Examples of the foregoing include, without limitation, requests for variances, site plan reviews, special exceptions, subdivision plats, and changes in zoning; appeals; and complaints relating to the maintenance of code violations or public nuisances. In addition, notwithstanding that "small scale amendments" to the Comprehensive Plan of the City may be deemed by a court to be "legislative" for the purposes of judicial review, a small-scale amendment to the Comprehensive Plan shall be deemed quasi-judicial for the limited purposes of this resolution.
 - (3) Contract Matters, meaning the award of a contract to any business entity of which a Member has an Ownership

Interest or which otherwise presents a conflict of interest on the part of the Member.

- E. "Ownership Interest" shall mean having a direct or Indirect Ownership Interest in real property. Ownership Interest shall not mean:
 - (1) The Ownership Interest of a substation, easement or transmission facility by a public utility;
 - (2) The Ownership Interest of property or easement by a public agency; or
 - (3) The holding of a mortgage or legal title, by an Employer, as security for a loan.
- F. "Employer" shall mean, in addition to the meaning normally ascribed to the term, a client who hires a Member to render professional services including but not limited to architectural, engineering, financial and legal services.
- G. "Member" shall mean a person who is a regular or alternate Member appointed or elected to any Specified City Board.

2. Participation in matters before own Board: No Member of any Specified City Board shall participate in any Quasi-Judicial or Contract Matter before his or her Board, if one or more of the following is true:

- A. The Member or his or her spouse or employer is the applicant. (Except for the limited participation allowed by Section 2. H hereof.)
- B. The Member or his or her spouse or employer has a direct or Indirect Ownership Interest of more than five percent of the total assets or capital stock of any business entity which is an applicant or which may experience a pecuniary gain or loss as a consequence of the vote upon the matter.
- C. The Member or his or her spouse or employer has a direct or Indirect Ownership Interest in real property or other asset which is the subject of the application or which may experience a gain or loss in value as a consequence of the vote upon the matter.
- D. The Member or his or her spouse has a direct or Indirect Ownership Interest in real property located within ~~2,000~~ 1,000 feet

of real property contained within an application or which is the subject of the matter (measured in a straight line between the nearest points on the property lines).

- E. The Member or his or her spouse or employer holds membership in a club, organization, or other entity which is the applicant or which may experience a pecuniary gain or loss as a consequence of the vote upon the matter; ~~and~~ or the Member, the Member's Employer or the Member's spouse will experience an economic gain or loss as a consequence of the vote upon the matter.
 - F. The Member or his or her spouse or employer holds an office in or a position on the Board of Directors of the applicant or another entity which may experience an economic gain or loss as a consequence of the vote upon the matter.
 - G. Nothing herein shall be deemed a limitation upon any right a Member may otherwise have to participate before his or her Specified City Board and to speak for or against any Legislative or Administrative Matter, except to the extent that the Member may be precluded from such participation by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.
 - H. Notwithstanding anything to the contrary contained in this resolution, any Member may appear before the Member's board to present an application when the Member is the applicant provided the Member does not otherwise participate in the Matter. However, the Member is encouraged to have a representative appear on behalf of the Member as opposed to appearing personally.
3. Participation in matters before other Boards: No Member of any Specified City Board shall participate in any Quasi-Judicial or Contract Matter before any other Specified City Board, unless one or more of the following is true:
- A. The Member or his or her spouse or employer is the applicant.
 - B. The Member or his or her spouse or employer has a direct or indirect Ownership Interest in real property or other asset which is the subject of the application or which may experience a gain or loss in value as a consequence of the vote upon the matter.
 - C. The Member or his or her spouse has a direct or indirect Ownership Interest in real property located within ~~2,000~~ 1,000 feet of real property contained within an application or which is the subject of the matter (measured in a straight line between the

nearest points on the property lines).

- D. The Member or his or her spouse holds an office in or a position on the Board of Directors of the applicant or other entity which may experience a pecuniary gain or loss as a consequence of the vote upon the matter.
 - E. The Member belongs to one of the following classes of professionals and is representing the applicant in that professional capacity:
 - (1) Attorney
 - (2) Architect
 - (3) Engineer
 - (4) Contractor
 - F. Nothing herein shall be deemed a limitation upon the right of a Member to appear before another Board where the Member's Board has participated in the Matter where:
 - (1) The Matter is a Legislative or Administrative Matter;
 - (2) The Member does not claim and is not authorized to speak on behalf of the Member's Board since the Board speaks only through its actions and record; and
 - (3) The Member speaks only for his or her self as an individual and receives no special deference or weight because of his or her status as a Member.
 - G. Nothing herein shall be deemed a limitation upon the right of a Member to participate before another Specified City Board and to speak for or against any Legislative or Administrative Matter which has not come before his or her Board, and which is not likely to come before his or her Board.
- 4. State of Florida Code of Ethics. This Resolution shall be deemed supplemental to the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes, which shall be applicable to all Members.
 - 5. Removal from Office: Except in the case of ~~members of~~ City Council Members, a violation of this resolution shall constitute grounds for removal from office. Upon proof of such violation the City Council may remove the violator from office on any Specified City Board except City Council.

6. ~~No Waiver: Except in the case of members of City Council, this resolution shall be *mandatory* and cannot be waived. In the case of members of City Council, this resolution shall be considered to constitute a policy of the City Council and a request that each member of City Council abide therewith.~~
6. Resignation: Any Member of a Specified City Board who is prohibited from appearing before a Specified City Board by the terms of this resolution may resign from his or her Specified City Board with an immediate effective date, and may then participate on behalf of an applicant before such Specified City Board.
7. Violation Does Not Invalidate Action: If any Member of a Board violates the provisions of this resolution, any action of the Board which was the occasion of such violation shall not be invalidated or in any way be subject to challenge because of such violation.
8. Construction: Whenever the City Attorney's Office ~~or one of his Assistants~~ construes this resolution, any construction shall be placed in writing and furnished to City Council within five (5) days so that if City Council shall disagree with the construction it may override the City Attorney's construction by a clarifying resolution. Until such clarifying resolution occurs, the City Attorney's construction may be relied upon.
9. Repeal: That all prior resolutions inconsistent with this resolution are hereby repealed to the extent of any such inconsistency.

This Resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 8th day of September

2022.



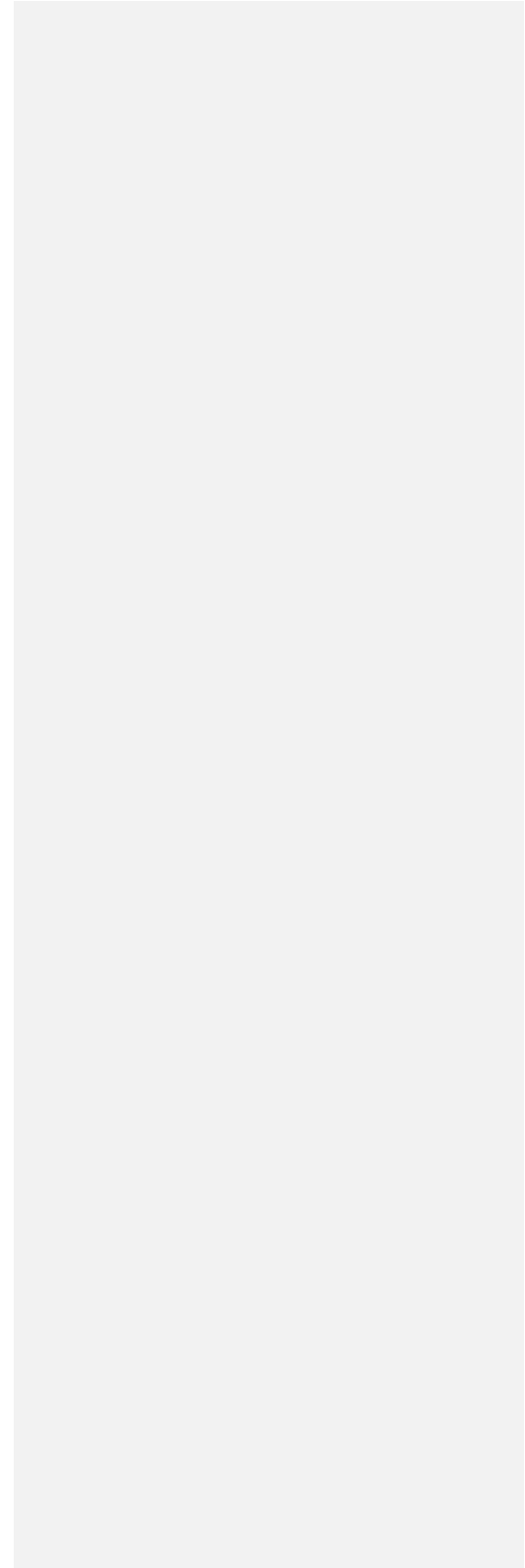
Gina Driscoll, Chair-Councilmember
Presiding Officer of the City Council

ATTEST:


Chan S. [unclear] City Clerk



Appendix J - City Council Travel Policy





MEMORANDUM OFFICE OF THE CITY COUNCIL

TO: Members of the City Council

FROM: City Council Chair Lisset Hanewicz

SUBJECT: City Council Travel and Reimbursement Policy

DATE: May 22, 2026

EFFECTIVE DATE: July 1, 2026 (Replaces the policy dated October 1, 2005)

1. Purpose and Authority

The Chair of City Council (“Chair”), in accordance with Florida Statutes § 166.021 and City Code § 2-78, hereby establishes the following per diem, travel expense, and reimbursement policy (“Policy”) for Council Members. This Policy also establishes an Accountable Plan (“Accountable Plan”) per the Internal Revenue Service (“IRS”) guidelines for fringe benefits and establishes procedures for travel, mileage, and other actual expenses or per diem rates in accordance with the General Services Administration (“GSA”) rates. Approved travel expenses shall be reimbursed in accordance with this Policy from the monies allocated by the City Council.

2. Definitions

For the purposes of this Policy, the following terms shall apply:

1. Council Member (“Council Member”) means a member of the City Council and any individual elected or appointed to serve on the City Council prior to being sworn into office.
2. Council Member Individual Travel Account (“CMITA”) means the portion of the annual travel budget allocated for each Council Member’s official City Travel.
3. Council General Travel Fund (“CGTF”) means the portion of the annual travel budget reserved for necessary travel as defined in this Policy.
4. Local Area (“Local Area”) means the Counties of Pinellas, Hillsborough, Pasco, and Manatee.

3. City Council Travel Funds

Provided that City Council sets a budget to fund the official travel of Council Members, Council Members must ensure that their travel expenses are necessary travel expenses in the performance of official duties and are a prudent use of public funds.

The funds budgeted for such travel will be allocated as follows:

1. 80% of the total budgeted amount shall be allocated equally to each Council Member. Thus, each Council Member will have 10% of the total budgeted amount allocated to their CMITA.
2. The remaining 20% of the total budgeted amount shall be allocated to the CGTF.

Expenditures from the CMITA by each Council Member shall be for official City travel and shall be at the individual Council Member's discretion. Monies in the CMITA and CGTF do not roll over at the end of the fiscal year.

The City Council Administrative Officer ("Administrative Officer") will maintain expenditure records and track fund balances for each CMITA and the CGTF.

4. Expenditures from the CGTF

Expenditures from the CGTF by a Council Member shall be for official City travel, approved in advance by the Chair, and meet the following criteria:

1. Attendance is necessary at meetings for which Council Members hold leadership positions or committee memberships in:
 - a. Florida League of Cities ("FLC");
 - b. National League of Cities ("NLC"); or
 - c. Suncoast League of Cities ("SLC").
2. There are sufficient funds available in the CGTF to support the proposed travel.

A Council Member wishing to utilize funds from the CGTF must complete a CGTF Authorization Form (attached hereto as "Exhibit A") and provide travel details, anticipated costs, an explanation of why their attendance is necessary, along with documentation (e.g., invitation, brochure, itinerary, or other record that provides details and reason for travel). The form must be completed, signed, and submitted to the Administrative Officer, who will confirm whether the CGTF fund balance is sufficient to cover the anticipated costs. The Administrative Officer will then submit the Council Member's form to the Chair.

The Chair shall promptly make one of the following determinations:

1. Determine that the travel is necessary in the performance of official duties and is a prudent use of public funds;

2. Determine that the travel is not necessary in the performance of official duties or would not be a prudent use of public funds, with reasons given for such determination; or
3. Determine that more information is needed and request such further information.

The Chair will provide their determination or request for additional information to the Council Member and the Administrative Officer in writing.

If the CGTF fund balance is not sufficient to cover travel expenses deemed necessary by the Chair, in accordance with the criteria established by this Policy, the Chair shall request, through the Administrative Officer, that the requesting Council Member utilize any unused monies within their CMITA. If there is not enough unused monies within the requesting Council Member's CMITA (combined with any monies from the CGTF fund balance), then the Chair shall request, through the Administrative Officer, that Council Members with unused monies in their CMITA contribute to the CGTF. Any Council Member wishing to do so shall notify the Chair and the Administrative Officer in writing. Any such transfer is irrevocable.

Subject to the availability of appropriate funds, applicable travel expenses shall be reimbursed in accordance with this Policy.

Where this Policy requires approval by the Chair, and the Chair is the Council Member traveling, such approval will be with the Vice-Chair.

5. Travel Related Expenses and Reimbursements

Arrangements and advanced payments for official travel expenses (e.g., registration, airline tickets, and lodging) can be coordinated by the Administrative Officer or their designee; however, Council Members may choose to or may be required to use their personal funds for the advanced payment of approved travel expenses in accordance with this Policy.¹

Council Members will not be reimbursed for travel expenses that do not meet the requirements for an Accountable Plan as established by the IRS, except as otherwise specifically provided in this Policy or elsewhere. Pursuant to those requirements, reimbursements paid to Council Members for Council-related expenses are excluded from wages and are not subject to withholding (i.e., the requirements for an Accountable Plan are met) so long as:

1. There is a business connection to the expenditure;
2. There is adequate accounting by the traveler within a reasonable period of time; and
3. Excess reimbursements or advances are returned to the City within 120 days.

Council Members are responsible for obtaining valid receipts for all expenses for which they plan to seek reimbursement. Valid receipts must identify the purchase date, vendor name, an itemized list of

¹ The Administrative Officer or their designee is required to comply with all City policies concerning the use of a City-issued Purchasing Card ("P-Card").

purchased items or services, and the total amount. If the Council Member is unable to obtain a receipt containing all required information, documentation must be submitted to demonstrate as many of the required items as possible. Any reimbursement by the City will be subject to appropriate taxation as required by the IRS.

Approved travel expenses are for the Council Member only; the City will not pay for or reimburse any expenses not incurred directly for or by the Council Member.

Reimbursement of approved travel expenses shall be charged to the applicable fund from which the travel was authorized.

6. Lodging

Hotel reservations should be made with the priority of securing the daily lodging rate for the destination city as established by the GSA. To find the current GSA rates by location, visit:

<https://www.gsa.gov/travel-resources>.

If lodging is not available at the daily rate, the Administrative Officer may authorize a higher rate. To determine whether a hotel rate is excessive, consideration should be given to the geographic area, seasonal fluctuations, and the distance from the primary purpose of travel (e.g., conference location). Personal expenses, including but not limited to accommodations, room service, early check-in, entertainment, and alcohol, are not reimbursable expenses.

Council Members should defer to the Administrative Officer to coordinate advanced payment for lodging expenses to ensure that the City's Certificate of Tax Exemption is properly transmitted and accepted by the lodging facility. Lodging may be booked using the Council Member's personal funds, which will be reimbursed using the daily lodging rate for the destination city of travel as established by the GSA. However, if the Council Member uses personal funds for lodging expenses, State and local lodging taxes will not be reimbursable.

Lodging expenses will not be covered or reimbursed within the Local Area.

State and local taxes on lodging within Florida shall not be paid unless documentation can be provided to establish that the lodging facility refused to accept the City's tax-exempt status despite the employee's submission of the City's Certificate of Tax Exemption, which is available through the Finance Department.

7. Meals and Incidentals

Council Members are responsible for using personal funds to pay for meals and incidental expenses during official travel. They will be reimbursed according to the per diem rates for the destination city as established by the GSA, and 75% of the per diem rate on the first and last days of travel. As such, meal receipts are not required for the Travel Expense Reports. GSA rates by location can be found here:

<https://www.gsa.gov/travel-resources>.

Any meals provided at no additional cost (or included in a registration fee) to the Council Member by the conference or training event, lodging facility, or other party cannot be claimed for reimbursement. Council Members should note any such meal(s) in the supporting documentation for their Travel Expense Report, and the value will be deducted from the per diem amount.

8. Transportation

Commercial airline reservations should be made with the expectation that the Council Member selects the least expensive airfare within the main cabin that is consistent with business requirements. Please note that the use of personal reward points is not reimbursable. For travel destinations located in Florida, driving a personal vehicle is likely the least expensive option. However, if there are flights at a cost lower than the mileage reimbursement, air transportation may be permissible. The Council Member must provide a cost comparison.

a. Use of Personal Vehicle

When driving a personal vehicle to a destination for official travel purposes (outside the Local Area), the Council Member is eligible to have mileage reimbursed at the IRS standard mileage rate in effect at the time the travel occurs. Please see <https://www.gsa.gov/travel/mileage-reimbursement> for the current rate.

Receipts are not required for mileage reimbursement; however, adequate documentation of the official travel purpose, date(s), and total round-trip mileage is required for the Travel Expense Report (i.e., a Google Map or similar showing total miles to and from the destination). The point of origin for mileage reimbursement shall be City Hall (175 5th St. N., St. Petersburg, FL 33701). Incidental travel expenses, such as bridge/road tolls, shall be reimbursed in full when substantiated by receipts.

As Council Members receive a monthly allowance to assist with fuel or parking costs and other expenses incurred during official business, miles driven to and from an airport within the Local Area, in conjunction with an approved trip outside the Local Area, are not reimbursable. Council Members will not be reimbursed for any fees associated with traffic or parking tickets.

b. Parking

If the Council Member must leave their personal vehicle at the airport, the cost of long-term parking or other economical parking options may be reimbursable with valid receipts and documentation.

Council Members using their personal vehicles for official travel outside the Local Area are eligible to have parking costs reimbursed when substantiated by receipts. Council Members are encouraged to use free and self-service parking options when available.

The Council Member will not be reimbursed for valet parking expenses unless this is the only parking option offered by the lodging facility. The Council Member must provide supporting documentation of this in their Travel Expense Report.

c. Rental Cars

Rental cars shall only be considered an approved travel expense when taxi or rideshare services are not readily available in the destination area, or the anticipated cost of using a taxi or rideshare service will exceed the cost of a rental car. Council Members will be responsible for providing advanced payment for rental car reservations, any associated deposit(s), and fuel costs during official travel. Council Members may be reimbursed for rental car costs, subject to the following:

1. The rental car was within the compact/economy rate class. Rental cars in a higher rate class require a reasonable business justification or documentation from the car rental vendor that a compact/economy rate was applied.
2. The Council Member provides valid receipts for all rental cars, tolls, and gasoline costs. When refueling a rental car as required by a rental agreement, travelers must use the most economical option available (i.e., not the rental car vendor's gas service option).
3. Any additional expenses associated with a vehicle rental, incurred for personal reasons such as an upgrade for personal preference, rental car insurance, or use of a rental car during personal travel days, will not be reimbursed. Additionally, any violations associated with operating a rental car (e.g., late returns, traffic/toll violations, or parking tickets) are the sole responsibility of the Council Member and will not be reimbursed.

d. Taxis and Rideshare Services

Council Members are responsible for using personal funds for transportation costs during official travel, including, but not limited to, taxis and rideshare services (e.g., Uber, Lyft). Receipts from the taxi or rideshare service operators must be provided with the Travel Expense Report. Council Members may be reimbursed for tips paid to taxi or rideshare drivers, provided the tips do not exceed 15% of the fare.

9. Registration Fees

Registration fees for conferences, conventions, or training programs that serve a direct public purpose related to the Council Member's responsibilities are eligible travel expenses. Generally, the Administrative Officer will coordinate and provide advanced payment for registration costs, especially when securing a discount when registering more than one Council Member.

Registration fees, which serve a direct public purpose, may be reimbursed; however, reimbursement shall not be made for optional add-ons that do not serve a business purpose (e.g., recreational or entertainment events).

Any costs incurred due to late payments, interest charges, or penalties resulting from the failure to timely pay or cancel travel reservations are not reimbursable. Reimbursement of cancellation fees or penalties may only be authorized when the cancellation is due to unavoidable circumstances beyond the Council Member's control (e.g., sudden illness, family emergency, severe weather).

10. Travel Expense Reports

Council Members are required to file a Travel Expense Report (attached hereto as “Exhibit B”) within 60 days of completing official travel. The Administrative Officer will assist the Council Member in documenting all travel-related expenses, including those for which the Council Member seeks reimbursement, and all necessary supporting documentation. The Council Member will provide all required receipts and documentation to support the Travel Expense Report and sign the form to confirm that the information provided is true and correct as to every material matter.

The Administrative Officer will then sign the Travel Expense Report and submit it, along with any supporting materials, to the Finance Department, which will review and disburse reimbursements pursuant to the Accountable Plan during the next available payroll. The Finance Department and the Council Office maintain completed Travel Expense Reports in accordance with record retention requirements.

Airline flights, lodging, and rental cars utilized while traveling in the performance of official duties for the benefit of the City may accrue to the personal benefit of any Council Member with respect to Frequent Flier or other incentive programs so long as it meets the definition of de minimis fringe benefits per IRS fringe benefit regulations; the Council Member will be required to repay the City any amounts in excess of the de minimis.

11. Outgoing and Incoming Council Members

Once it is known that a Council Member’s tenure in office will terminate on a given date, that Council Member shall not, except as provided in this section, expend funds from either the CGTF or their CMITA for any travel that will begin in the period beginning 90 days prior to the date the Council Member will leave office. If, prior to a known date of termination of tenure, funds have been expended for future travel that would begin within said 90 day period, a refund or a substitution of traveler shall be coordinated by the Administrative Officer in consultation with the Chair. The purpose of this provision is to preclude travel that would not materially benefit the City.

However, where travel during this 90 day period would be of substantial and primary benefit to the City, as opposed to the traveler, such as travel where the traveler holds a local, state or national office or position and where attendance by the traveler would allow the traveler to effectively shape a policy that would be of benefit to the City, the Chair may permit such travel upon application by the traveler. In such instances, the traveler shall submit a request to the Chair explaining why such travel is necessary for the benefit of the City. The Chair shall promptly make one of the following determinations:

1. Determine that the travel is appropriate because it would be of substantial and primary benefit to the City, as opposed to the traveler, and permit such travel, provided appropriate funds are available;
2. Determine that the travel is not appropriate, with reasons given for such determination; or
3. Determine that more information is needed and request such further information.

If the Chair permits travel, approved reimbursable expenses shall be processed in accordance with this Policy.

A Council Member-elect or appointee may be authorized to travel prior to assuming office if the use of travel funds supports a direct public purpose related to the responsibilities of the Council Member-elect. Funding for such travel may be approved from either the Individual Travel Account of the outgoing Council Member or, where appropriate, from the CGTF. Approval for the use of CGTF funds will be determined in the same manner outlined in this Policy. Approved reimbursable expenses shall be processed in accordance with this Policy.

12. Amendments to the Policy

Pursuant to Fla. Stat. § 166.021, the Chair or City Council for the legislative branch of the City government may promulgate and implement written per diem and travel expense policies that differ from Fla. Stat. § 112.061. Copies of any new or amended policy shall be provided to Council Members prior to the effective date of the new or amended Policy. Policies implemented hereunder shall remain in effect until changed by the then-current Chair or by City Council Resolution. When such legislative branch policies are established or changed by City Council, during the term of a Chair, that Chair shall no longer have the ability to alter those policy provisions established or changed by resolution.

Attachments

- Exhibit A - CGTF Authorization Form
- Exhibit B - Travel Expense Report

City Council CGTF Authorization Form

Date: _____
To: Council Chair _____
From: Council Member _____

Purpose of travel: _____

Destination: _____

Date(s) of travel: _____

Approximate costs (check all that apply and provide estimated cost):

- ☐ Registration: _____
- ☐ Lodging: _____
- ☐ Transportation (flight costs or anticipated mileage if using personal vehicle): _____

Total estimated cost: _____

Justification for travel and funding request:

- ☐ Florida League of Cities (FLC) leadership role or committee/board member.
- ☐ National League of Cities (NLC) leadership role or committee/board member.
- ☐ Other reason for the benefit of the City/City Council (explain below):

Please provide supporting documentation when submitting this form.

Fund balance confirmation:

- ☐ Fund balance is sufficient to cover anticipated costs described above
- ☐ Fund balance is ***not*** sufficient to cover anticipated costs described above

Fund Balance Confirmed: _____
Council Administrative Officer

Date

Council Chair's Determination:

- ☐ Travel is necessary in the performance of official duties and is a prudent use of public funds.
- ☐ Travel is ***not*** necessary in the performance of official duties, or would ***not*** be a prudent use of public funds.
- ☐ More information is needed, and requests further information

Council Chair

Date

**City Council
Travel Expense Report**

TO FROM DEPT/DIV	FINANCE DEPT Council Member (Employee # xxxxx) City Council	FUND	DEPT	DIVISION	EXPENDITURE CODE
		xxxx	xxx	xxxx	xxxxxxx

I. PURPOSE OF TRIP

II. ITINERARY

	Date	Time	Location
Depart			
Arrive			
Depart			
Arrive			

III. EXPENSES

PAID BY CITY

REIMBURSABLE

1. Commercial Airline Carrier

2. Private Vehicle

of miles
(round trip)

Rate per IRS
\$ x.xxx

Total mileage:

3. Registration or Training Fees

Total registration:

4. Lodging

Total lodging:

5. Meals and Incidentals (Per Diem)

Date

First Day
Full Day
Full Day
Last Day

Total per diem:

\$

-

6. Other Expenses

Taxis/Rideshares

Parking

Other

Total other
expenses:

\$

-

Total Paid by City

\$

-

Total Due to Traveler (Reimbursements)

\$

-

Total Expenses

\$

-

Council Member's Signature and Date

Council Member (xxxxx)

City Council Administrative Officer

Appendix K - Weeki Wachee Fund Procedures - Allocation and Project Selection

WEEKI WACHEE FUND PROCEDURES ALLOCATION & PROJECT SELECTION

(Article IV of Chapter 21 of the St. Petersburg City Code)

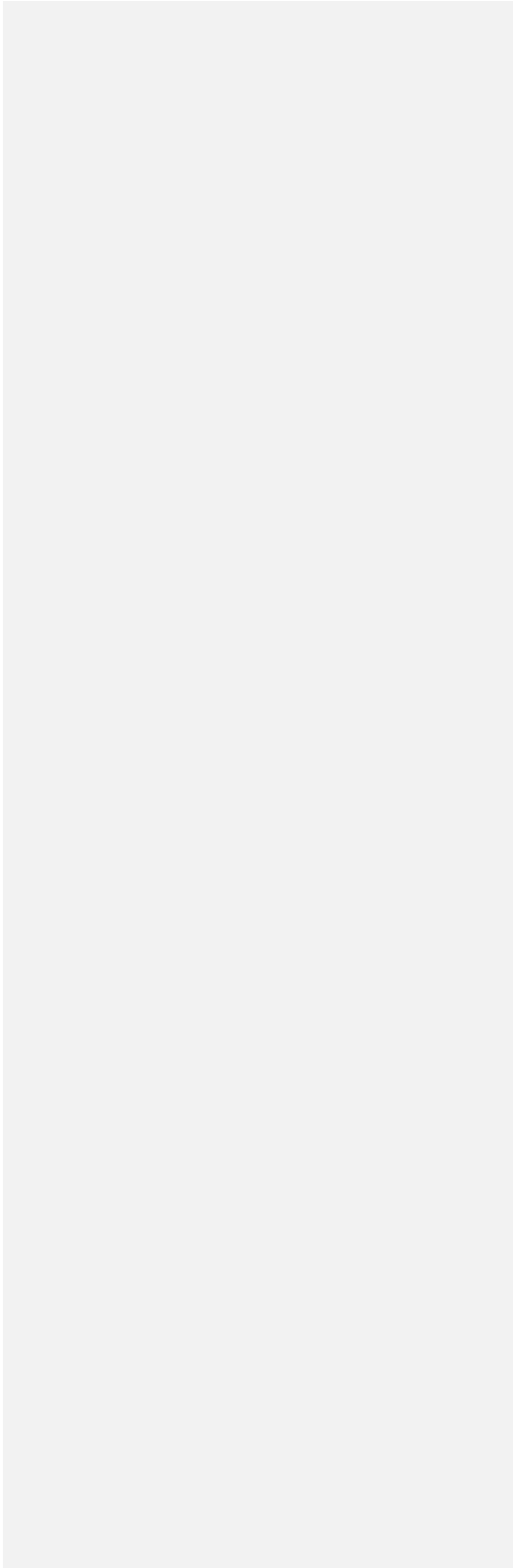
(In any conflict between this and the City Code, the City Code shall govern)

ADDING PROJECTS TO WWF PROJECT LIST

1. A Council Member (CM) or the Mayor makes a request in writing to City Council (CC) that a project be added to the project list and referred to BFT for inclusion on the list [Sec. 21-120(a)].
2. CC shall refer the request to BFT for a recommendation. [Sec. 21-120(a)].
3. CM shall present the Project Prioritization Matrix at the BFT committee meeting that the project is being considered. The Project Prioritization Matrix is designed to aid in the analysis of projects and to assist CC in determining whether a project is ready for further development and implementation.
4. BFT makes a recommendation to CC to add or not add to the list. CC either approves or rejects placement on the project list. If BFT recommends against putting the project on the list, the decision may be overridden by a vote of CC receiving five affirmative votes to refer the matter to a COW for discussion and recommendation [Sec. 21-120(a)].
5. Proposed projects should include the estimated total cost which shall include all related capital costs together with OMTY. If no estimated total cost is available at the time a project is placed on the project list by CC, an estimated total cost shall be prepared by administration if CC so requests [Sec. 21-120(b)].
6. Removal of projects from the project list shall be processed through BFT in the same manner as projects are added to the project list (written recommendation, referral to BFT, etc.) [Sec. 21-120(a)].
7. The project list shall be kept and maintained by BFT. Unless and until an amendment to the project list or a new project list is approved by CC, the last previously approved project list shall remain in effect. [Sec. 21-120(c)].
8. The numerical order of the projects on the project list shall have no relevance as to their priority [Sec. 21-120(c)].
9. When CM is ready to move forward with a project that is currently on the Weeki Wachee project list, CM shall request a New Business Item be added to the agenda for referral to a COW.
10. The scheduling of a COW meeting to consider a particular project must be approved by a vote of CC receiving at least five affirmative votes [Sec. 21-120(d)].
11. Project selection from the project list, and the fund appropriation process, shall first be considered at a COW which shall make a recommendation to CC for their consideration [Sec. 21-120(d)].
12. CC shall consider and take formal action on a project recommendation by the COW within thirty (30) days of the date of the COW meeting. Approval of the project, the appropriation to fund it, and any vote to set aside funds must receive at least five affirmative votes to take effect. Once a project is approved is shall be automatically removed from the project list [Sec. 21-120(e)].

(Based on the City Code as of 12/14)

Appendix L - Emerging Needs Funding Evaluation Rubric



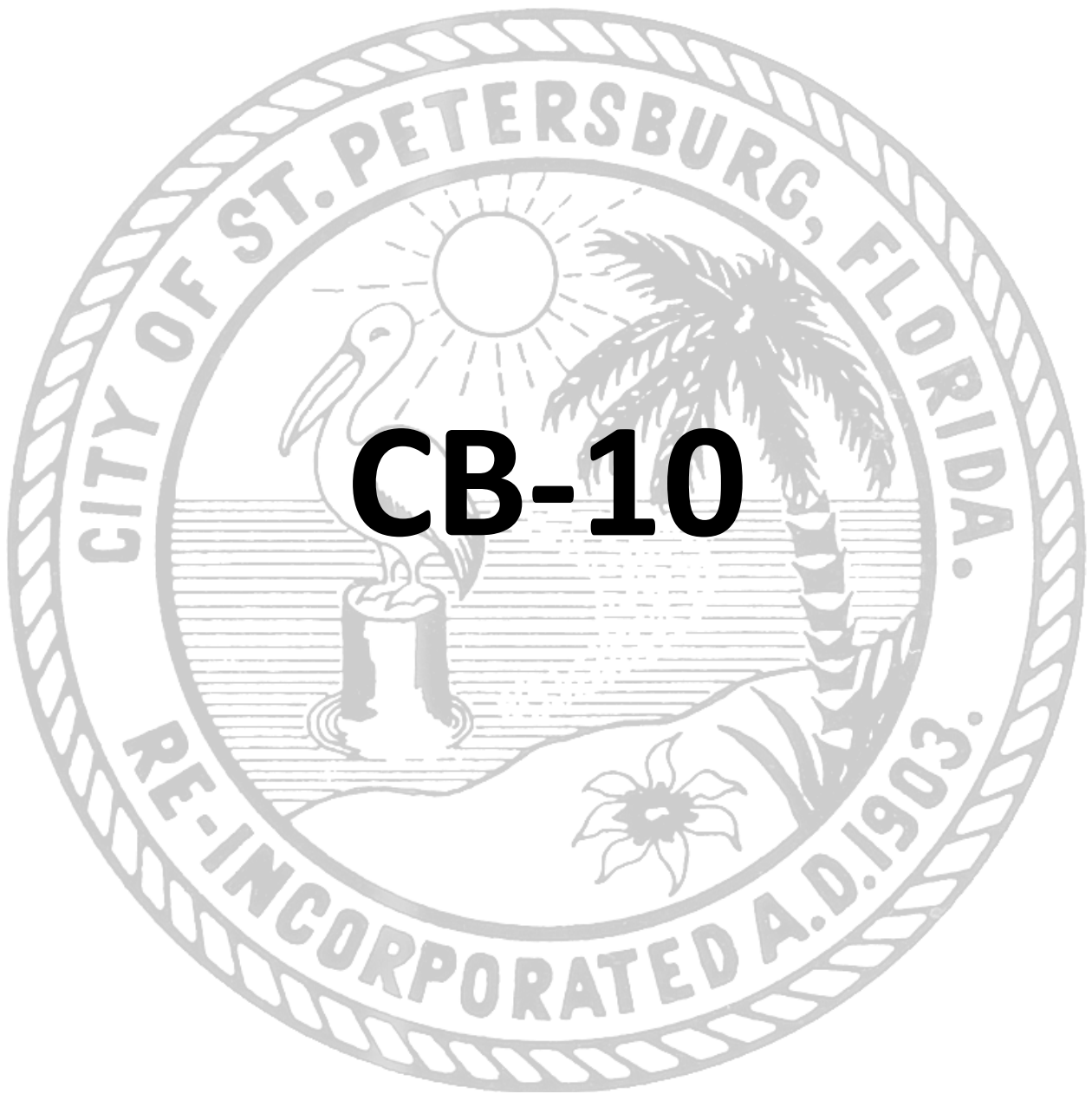
Emerging Needs Funding Evaluation Rubric

Total Score: _____ / 30

	5 Excellent	4 Above Average	3 Adequate	2 Somewhat Adequate	1 Inadequate	0
Urgency	Project is extremely time-sensitive and a lack of funding would be detrimental to the community	Project is time-sensitive and a lack of funding may impact the community	Project is urgent and would be impacted by not being funded	Project is not urgent but would be negatively impacted by not being funded	Project is not urgent and would not be negatively impacted by not being funded	Not addressed
Goals	Project proposal outlines specific and ambitious goals aligned to established city priorities	Project proposal outlines specific goals aligned to city priorities	Project proposal outlines goals aligned to city priorities	Project proposal lists unclear goals	Project proposal lists goals disconnected from city priorities	Not addressed
Design	Project provides direct services to clients with little/no funding for administrative purposes	Project provides direct services with some funding for admin purposes	Project provides funding for essential capital improvement projects	Project provides funding for non-essential capital improvement projects	Proposal requests funding for ongoing operations	Not addressed
Budget	Project cost is itemized and reasonable. Ample efforts to secure funding have been made with some success	Project cost is itemized and reasonable. Efforts to secure other funding are explained	Project cost is explained. Efforts to secure other funding are explained	Project cost is reasonable but not explained. Efforts to secure other funding are not explained	Project cost is unreasonable and not explained. Efforts to secure other funding were not made	Not addressed
Outcomes	Project outcomes are clearly defined and measurable. Past performance outcomes are exceeded	Project outcomes are defined and measurable. Past performance outcomes are met	Project outcomes are listed. Past performance outcomes are adequate	Project outcomes are listed. Past performance outcomes are unclear	Project outcomes are unclear. Past performance outcomes are poor	Not addressed
Agency Standing	Agency is in excellent standing with the city and Check-A-Charity reports show excellent allocation of revenue	Agency is in good standing with the city and Check-A-Charity reports show proper allocation of revenue	Agency is in okay standing with the city and is registered in Check-A-Charity	Agency is in poor standing with the city and Check-A-Charity reports show poor allocation of revenue	Agency is in poor standing with the city and not registered in Check-A-Charity	Not addressed

Approved as of 12/5/19

The following page(s) contain the backup material for Agenda Item: Budget, Finance and Taxation
Committee Meeting Minutes (May 14, 2026)
Please scroll down to view the backup material.



CB-10

City of St. Petersburg
Budget, Finance, and Taxation Committee
May 14, 2026 Meeting Minutes
City Hall, Room 100

Present: Committee Chair Copley Gerdes, Committee Vice-Chair Lisset Hanewicz, Council Member Mike Harting, and Council Member Deborah Figgs-Sanders

Absent: None

Also Present: Chief Assistant City Attorney Jeannine Williams, Assistant City Administrator Tom Greene, Budget Director Liz Makofske, Budget Manager Kaitlyn Berger, Chief Financial Officer Erika Langhans, and Deputy City Clerk Paul Traci

Staff Liaison: Tricia Terry – City Council Legislative Aide

1) Call to Order – 11:20 AM

2) Approval of Agenda – VC Hanewicz motioned for approval. All voted in favor.

3) Approval of April 23, 2026 Minutes – CM Figgs-Sanders motioned for approval. All voted in favor.

4) New Business – May 14, 2026

Second Quarter Budgetary Analysis & Fund Reports – *Liz Makofske, Budget Director*

Budget Director Liz Makofske detailed the Fiscal Year 2026 second quarter budgetary performance report. The beginning FY 26 General Fund balance is \$81.919 million, including \$1.342 million in BP funding. Of the 44 operating funds, 37 operate within an acceptable variance of plus or minus 2%, with the remaining funds projected to be 5% or more below target.

Next, Ms. Makofske reported that the General Fund revenue is projected at \$419.512 million, exceeding the amended budget by \$5.816 million.¹ Total expenditures are estimated at \$431.837 million, \$1.197 million over the amended budget. The City is projected to use \$6.225 million from the General Fund balance in FY 26, down from the first quarter's projection of \$6.382 million.² Of this, \$11.496 million is due to year-end cleanup, which was partially offset by increases in the estimated revenue.

Ms. Makofske reviewed the two fund balance targets applicable to the General Fund and the General Fund Group of Funds. The first target states that the unappropriated fund balance of the General Fund will be 14.67% of the annual appropriations, excluding transfers to the Economic Stability Fund.³ The City is still expected to meet the 14.67% target at the end of FY 26, with an estimated ending fund balance of \$75.693 million (the target balance is \$60.249 million). The second target for the General Fund Group of Funds is an unappropriated fund balance of 20% of collected appropriations, equaling \$82.418 million for FY 26. The projected balance is \$123.570 million, \$41.152 million above target. Lastly, Ms. Makofske reported that all \$45.4 million in ARPA Funds have been appropriated and obligated as of the first quarter.⁴

¹ This estimate is made up of increases in utility tax, franchise fees, communication services, and business taxes, along with decreases in our sales tax /state revenue sharing categories.

² FY2026 Amended Budget contemplated the use of 10.84 million in General Fund balance.

³ The general fund balance target increased from 5% to 10% as part of the FY 23 fiscal policy changes, then from 10% to 12% in FY 24, and most recently, increased from 12% to 14.67% in the FY 25 fiscal policy changes.

⁴ ARPA (American Rescue Plan Act) funds must be used for costs incurred on or after March 3, 2021. They must be obligated by December 31, 2024, and expended by December 31, 2026.

Second Quarter Financial & Investment Reports – Erika Langhans, Chief Financial Officer

Chief Financial Officer Erika Langhans provided an overview of the quarterly investment statements. As of March 31, 2026, the City's General Investment Policy holdings had an amortized book value of \$1.275 billion, with an unrealized gain of \$864,736.⁵ The Alternative Investment Policy's market value was \$55.7million, with an \$18.7 million unrealized market gain driven by equity investments like Water Cost Stabilization and Parks Preservation. Purchases this quarter (\$74.8 million) exceeded calls (\$5 million) and maturities (\$60.6 million).⁶ The General Core Portfolio had a 3.75% rate of return on Money Markets, and the 12-month average rate of return was 4.1%. The combined Core Portfolio and Money Market average rate of return was 3.87%.

Next, Ms. Langhans discussed compliance, noting that the liquidity requirement is \$186 million, and the City has \$408.273 million in excess.⁷ The Investment Policies show compliance with the Diversification Schedule, except for Intergovernmental Investment Pool in the Short-Term Portfolio and Corporate Bonds in the Water Cost Stabilization Portfolio.⁸ She mentioned the City's highly rated investments, but noted two credit rating downgrades: JACKSONVILLE FLA TRANSN REV 1.3 (downgrading from AA- to AA) and AMERICAN HONDA FINANCE CORP 4.4 (downgrading from A- to BBB+).

Ms. Langhans reported the Index Funds in the Alternative Investment Policy. The market value to initiate transfer to the Water Operating Fund is \$39.154 million, with the reported market value at the end of the first quarter being under that threshold at \$34.5 million. Ms. Langhans noted that as of January 31, the market value hit the threshold, and \$1.94 million was transferred to the Water Operating Fund. The City received \$6.7 million in dividends from the index funds and cumulatively \$11.9 million in transfers of liquidating them.

Council Member (CM) Figgs-Sanders inquired about monitoring rating downgrades. Ms. Langhans indicated that Chandler, the City's investment advisor, will continue to monitor over the next quarter, and if no changes to the rating occur, the City will hold to maturity. Committee Chair (Chair) Gerdes confirmed that the Investment Oversight Committee will be keeping this on their radar.

Ms. Langhans discussed the City's \$113 million in general government debt, covering projects like solar panels, the Pier, and Penny for Pinellas.⁹ Ms. Langhans noted the Truist Non-Ad Valorem Revenue Note is winding down, and presented the breakdown of the \$50 million in appropriations. On the BOA Non-Ad Valorem (BOA) Letter of Credit, Series 2025.¹⁰, as of today, the City has drawn an additional \$2.7 million on top of \$56.2 million (just under \$59 million in total) of the available \$85 million. Ms. Langhans noted that this passed the 50% threshold, and the City no longer must pay an unused letter of credit fee.

⁵ The change in market value of the City's investments fluctuates daily and the change in market value will not be realized unless the instrument is sold or impaired.

⁶ \$61 million of the purchases for the quarter occurred in the Long-Term Core Portfolio, \$13.8 million occurred in Water Cost Stabilization Portfolio.

⁷ The liquidity requirement was increased from \$162 million to \$186 million in accordance with the City's financials at September 30, 2025.

⁸ Portfolios were in compliance with Diversification Schedules at the time of purchase of investments; subsequent changes in market values and called instruments contribute to the Percent of Portfolio to exceed Allowable Percent at the reporting date.

⁹ Since the second quarter Financial Report, the Truist Non-Ad Valorem Revenue Note, Series 2024 (Disaster Short Term Financing) debt is down to \$40.5 million due to prepayments upon receipt of insurance and FEMA proceeds.

¹⁰ On April 10, 2025, City Council approved the issuance of a not to exceed \$85 million Non-Ad Valorem Revenue Note, Series 2025 to finance and/or reimburse the costs of capital repairs and/or debris removal from recent hurricane damage within the City.

Chair Gerdes asked if the City is making interest payments on the BOA Letter of Credit. Ms. Langhans confirmed that the City is making interest payments using the General Fund and has saved approximately \$100,000 on prepayments from the original schedule.

Ms. Langhans covered the City's three pension plans: ERS (Employees' Retirement System), Fire, and Police. Each plan had an unrealized gain: ERS - \$92.196 million, Fire - \$34.445 million, and Police - \$53.928 million. As of March 31, 2026, the percentage funded for the three plans are as follows: ERS – 87.71%, Fire – 109.50%, and Police – 87.32%.

Lastly, Ms. Langhans reviewed the budget versus actual, which included financial information for each fund and reconciliation to the budgetary fund balance. She presented the sources of revenues and expenditures over the past five years, noting last year's anomaly of FEMA reimbursements. Ms. Langhans highlighted the 87.54% for Property Taxes percentage earned/consumed for the second quarter, which is expected during this quarter.

Annual Review of the City's Investment Policy – Erika Langhans, Chief Financial Officer

Ms. Langhans began by reminding the committee that the City is out of compliance with Local Government Investment Pool (LGIP). Chandler has advised updating the diversification percentages. Proposed changes to the Short Term Portfolio include Florida LGIP Money Market Equivalent (GASB 79 compliant)¹¹ – increasing maximum holdings from 50% to 100% and individual issuer limit from 25% to 50%, and Florida LGIP Other Investment Tools, Daily Liquidity Funds, Enhanced Cash (that are not GASB 79 compliant) – add 100% maximum holdings and 50% individual issuer limit. For Bond Reserves and Trust Funds, proposed changes include Florida LGIP Money Market Equivalent (GASB 79 compliant) – increase maximum holdings from 50% to 100% and individual issuer limit from 25% to 100%, and Florida LGIP Other Investment Tools, Daily Liquidity Funds, Enhanced Cash (that are not GASB 79 compliant) – add 100% maximum holdings and 100% individual issuer limit. Lastly, proposed changes to the Water Cost Stabilization Portfolio include Florida LGIP Money Market Equivalent (GASB 79 compliant) – increase individual issuer limit from 25% to 50%, and Florida LGIP Other Investment Tools, Daily Liquidity Funds, Enhanced Cash (that are not GASB 79 compliant) – add 50% maximum holdings and 50% individual issuer limit. Ms. Langhans confirmed that there are no proposed changes to the Core Portfolio nor City Alternative Investment Policy.

Committee Vice-Chair (VC) Hanewicz motioned to approve the resolution amending the City's Investment Policy – Municipal Funds to change the diversification schedule of authorized investments and make other non-substantive changes. All vote in favor.

Quarterly Review of Procurement Reports – Tom Greene, Assistant City Administrator

There were no questions or comments on the February or March 2026 Procurement Reports.

With no further business, Chair Gerdes adjourned the meeting at 11:51AM.

¹¹ Governmental Accounting Standards Board (GASB) 79. (December 2015) *Certain External Investment Pools and Pool Participants*.
https://gasb.org/page/ShowPdf?path=GASBS_79.pdf&title=GASB%20STATEMENT%20NO.%2079,%20CERTAIN%20EXTERNAL%20INVESTMENT%20POOLS%20AND%20POOL%20PARTICIPANTS